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

CHAMBER RULES

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

PLEASE NOTE THAT ALL BCC MEETINGS ARE RECORDED AND TELEVISED

AGENDA
Board of County Commissioners
Regular Meeting – January 5, 2017 – 5:30 p.m.
Ernie Lee Magaha Government Building – First Floor

1. Call to Order.

   Please turn your cell phone to the vibrate, silence, or off setting.

   The Board of County Commissioners allows any person to speak regarding an item on the Agenda. The speaker is limited to three (3) minutes, unless otherwise determined by the Chairman, to allow sufficient time for all speakers. Speakers shall refrain from abusive or profane remarks, disruptive outbursts, protests, or other conduct which interferes with the orderly conduct of the meeting. Upon completion of the Public comment period, discussion is limited to Board members and questions raised by the Board.

2. Invocation – Commissioner Barry.

3. Pledge of Allegiance to the Flag.

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

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

5. Commissioners' Forum.

6. Proclamations.

Recommendation: That the Board take the following action:

A. Adopt the Proclamation commending and congratulating Kevin Blanchard, Engineering Technician, Development Services Department, on his selection as "Employee of the Month" for January 2017; and

B. Adopt the Proclamation expressing appreciation to Thomas G. "Tom" Turner for his four years of faithful and dedicated service and congratulating him on his retirement, effective January 13, 2017.

7. 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.

8. Committee of the Whole Recommendation.

Recommendation: That the Board take the following action, as recommended by the Committee of the Whole (C/W), at the December 15, 2016, C/W Workshop:

A. Approve adding the 2016-2017 FAC Legislative Priorities as a secondary part of Escambia County's priorities that are submitted to the Legislature, and amending the 2016-2017 FAC Legislative Priorities, Policies & Guiding Principles, with regard to Triumph Gulf Coast funds, to maintain the existing law that 75% of the funds come to Northwest Florida, and to ensure that Northwest Floridians make the decisions at the committee level or through Triumph Gulf Coast, and ask that funds are allowed to be used for economic development, infrastructure, and workforce development projects (C/W #7); and

B. Approve providing an incentive of $1,200 per year to employees who opt out of the County's health insurance, beginning January 1, 2018, and direct staff to look for a way the County can begin the incentive program in 2017 (C/W #8).

9. 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 October 2016 Returns Received in November 2016

That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the October 2016 returns received in the month of November 2016, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the second month of collections for the Fiscal Year 2017; total collections for the month of October 2016 returns was $771,342.21.31; this is a 13.51% increase over the October 2015 returns; total collections year to date are 10.36% more than the comparable time frame in Fiscal Year 2016.

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

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

A. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held December 8, 2016;

B. Approve the Minutes of the Attorney-Client Session held December 8, 2016, at 2:45 p.m.;

C. Approve the Minutes of the Attorney-Client Session held December 8, 2016, at 3:45 p.m.; and

D. Approve the Minutes of the Regular Board Meeting held December 8, 2016.

GROWTH MANAGEMENT REPORT

I. Public Hearing

1. Recommendation Concerning the Review of the Rezoning Cases heard by the Planning Board on December 6, 2016

That the Board take the following action concerning the rezoning cases heard by the Planning Board on December 6, 2016:

A. Review and either adopt, modify, or reject the Planning Board's recommendations for Rezoning Cases Z-2016-10, Z-2016-12, and Z-2016-13 or remand the cases back to the Planning Board; and
B. Authorize the Chairman to sign the Orders of the Escambia County Board of County Commissioners for the rezoning cases that were reviewed.

1. Case No.:	**Z-2016-10**
Address:	Beulah Road, 10035 Beulah Road, 10000 BLK Beulah Road, 10000 BLK Rebel Road
Property Reference No.:	06-1S-31-1101-006-001; 06-1S-31-1102-000-001; 06-1S-31-1102-000-000; 06-1S-31-1102-000-003
Property Size:	26.58 (+/-) acres
From:	LDR, Low Density Residential district (four du/acre)
To:	MDR, Medium Density Residential district (10 du/acre)
FLU Category:	MU-S, Mixed-Use Suburban
Commissioner District:	1
Requested by:	Joe Rector, Agent for John & Margarita Berry, Charles & Shirley Rettew, and John & Angela Russo, Owners
Planning Board Recommendation:	Denial
Speakers:	Dolly Gibbons, James LaClaire, Craig Gilmore, Wesley Jarman, Celena Jarman, Mary Mungall, Theresa Blackwell, Elizabeth Steck, Joe Rector
2. Case No.:	**Z-2016-12**
Address:	599 Fairfield Drive
Property Reference:	12-2S-31-1403-000-004
Property Size:	1.15 (+/-) acres
From:	HDR, High Density Residential district (18 du/acre)

To:	Com, Commercial district (25 du/acre, lodging unit density not limited by zoning)
FLU Category:	MU-U, Mixed-Use Urban
Commissioner District:	1
Requested by:	Wiley C. "Buddy" Page, Agent for Frederick and Dorothy Bousquest, Owners
Planning Board Recommendation:	Approval
Speakers:	Robert Heinicke, Susan Tan, Buddy Page

3. Case No.:	**Z-2016-13**
Address:	6013 Hilburn Road
Property Reference:	29-1S-30-1504-000-000
Property Size:	1.52 (+/-) acres
From:	HDR, High Density Residential district (18 du/acre)
To:	Com, Commercial district (25 du/acre, lodging unit density not limited by zoning)
FLU Category:	MU-U, Mixed-Use Urban
Commissioner District:	3
Requested by:	Wiley C. "Buddy" Page, Agent for Shaun Romero, Owner
Planning Board Recommendation:	Approval
Speakers:	Buddy Page

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

   That the Board adopt an Ordinance to amend the Official Zoning Map to include the rezoning cases heard by the Planning Board on December 6, 2016, and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

3. 5:46 p.m. - Cancellation of a Public Hearing Concerning the Review of an Ordinance Amending the 2030 Future Land Use Map, LSA-2016-03

   That the Board of County Commissioners (BCC) cancel the 5:46 p.m. Public Hearing scheduled for transmittal to the Department of Economic Opportunity (DEO), an Ordinance amending the 2030 Future Land Use Map LSA-2016-03, 11975 Beulah Road, changing the Future Land Use category of a parcel within Section 34, Township 1N, Range 31W, Parcel Number 2101-000-001, totaling 93.01 (+/-) acres, located east of Isaacs Lane, from Industrial (I) to Mixed Use Suburban (MU-S).

4. 5:47 p.m. - Cancellation of a Public Hearing Concerning the Review of an Ordinance Amending Chapter 6, Section 6-0.3 "Definitions", Subsection "I" and Subsection "S"

   That the Board of County Commissioners (BCC) cancel the 5:47 p.m. Public Hearing scheduled for adoption, an Ordinance amending the Land Development Code (LDC) Chapter 6, Section 6-0.3 "Terms defined," subsection "I" by adding "Incompatible Development" and Subsection "S" by adding in "Spot Zoning" into the LDC.

5. 5:48 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Chapter 8 of the Escambia County 2030 Comprehensive Plan - CPA-2016-02

   That the Board of County Commissioners (BCC) review and adopt an Ordinance amending the 2030 Comprehensive Plan, Chapter 8, "Mobility Element", Policy MOB 4.2.6 "Encroachment Control Planning," to remove references to Navy Outlying Field Saufley Airport.

   This hearing serves as the second of two public hearings.

6. 5:49 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the 2030 Future Land Use Map, LSA-2016-02

   That the Board of County Commissioners (BCC) review and adopt an Ordinance to the Escambia County Comprehensive Plan amending Chapter 7, "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 02, Township 2S, Range 31W, Parcel Number 3000-002-002 totaling 32 (+/-) acres, located between East Fence Road and Saufley Field Road, from Industrial (I) to Mixed-Use Suburban (MU-S).

   This hearing serves as the second of two public hearings.

7. Recommendation Concerning the Review of the Rezoning Case Heard by the Planning Board on October 4, 2016

That the Board take the following action concerning the rezoning case heard by the Planning Board on October 4, 2016:

A. Review and either adopt, modify, or reject the Planning Board's recommendation for Rezoning Case Z-2016-08 or remand the case back to the Planning Board; and
B. Authorize the Chairman to sign the Orders of the Escambia County Board of County Commissioners for the rezoning case that were reviewed.

1. Case No.:	**Z-2016-08**
Address:	5700 BLK Saufley Field Road
Property Reference No.:	02-2S-31-3000-002-002
Property Size:	32 (+/-) acres
From:	HC/LI, Heavy Commercial and Light Industrial district (25 du/acre, lodging unit density not limited by zoning)
To:	MDR, Medium Density Residential district (10 du/acre)
FLU Category:	I, Industrial **(MU-S, Mixed-Use Suburban if approved in previous agenda item)**
Commissioner District:	1
Requested by:	David Fitzpatrick, Agent for Todd Stafford, Owner
Planning Board Recommendation:	Approval contingent upon FLU change approval
Speakers:	Neil Zanthers, Glenna Bazinet, Richard Andres, James Dougherty, Roger Green, Sharon Erickson, Diane Wonderly, Steve Weston, Mary Harris, Virginia Barrett, Steven Barrett, Janet Weston, James Phillips, Todd Stafford, Charlene Dehart, David Fitzpatrick

8. 5:50 p.m. - A Public Hearing for Consideration of 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 October 4, 2016, and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

9. 5:51 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the LDC Chapter 3, Zoning Regulations and Chapter 6, Definitions

That the Board of County Commissioners (BCC) adopt an Ordinance amending the Land Development Code (LDC) Chapter 3, Zoning Regulations, Article 1, General Provisions, adding Section 3-1.4(J) "Compassionate Use of Low-THC Cannabis" as an Allowed Use; amending Article 2, Mainland Districts, and Article 4 Perdido Key Districts, adding "Low-THC Marijuana Dispensing Facilities" as a permitted use in specified districts; and amending Chapter 6, Definitions, to define necessary terms related to Low-THC Marijuana Dispensing Facilities.

This is the second of two required public hearings.

II. Consent Agenda

1. Recommendation Concerning the Scheduling of Public Hearings

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

A. January 19, 2017

1. 5:45 p.m. - A Public Hearing - Large Scale Map Amendment LSA-2016-04 - Escambia County Property (first of two public hearings)

B. February 2, 2017

1. 5:45 p.m. - A Public Hearing - Landscaping and Tree Protection Ordinance

2. 5:46 p.m. - A Public Hearing - 2500 Foot Public Notification Ordinance

COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

1. 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 three Request for Disposition of Property Forms for the Public Safety Department, for property which is described and listed on the Forms, with reasons 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.

2. Recommendation Concerning Speed Limit Modification on "W" Street - Joy D. Blackmon, P.E., Public Works Department Director

   That the Board take the following action concerning the filing of a traffic restriction - speed limitation - per the requirements of Ordinance Number 2003-26, which authorizes the County Engineer to place restrictions on the movement of traffic on County roadways and streets:

   A. Adopt the Resolution establishing the speed limit for the reduction in speed, from 45 miles per hour to 40 miles per hour on "W" Street from Massachusetts Avenue to West Fairfield Drive; and

   B. Authorize the Chairman to sign the Resolution.

   [Funding: Fund 175, Transportation Trust Fund, Cost Center 211201, Object Code 53401, for Sign Installations]

3. Recommendation Concerning the Conveyance of a Utility Easement and Deed to Emerald Coast Utilities Authority for Upgrades to Lift Station #56 - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the conveyance of a utility easement and Deed to Emerald Coast Utilities Authority (ECUA):

A. Approve the 20-foot wide utility easement, which extends from Winding Lane to the lift station site at the northwest corner of Scenic Highway and Olive Road;

B. Adopt the Resolution authorizing the conveyance, by Deed, of the property that immediately surrounds the lift station area; and

C. Authorize the Chairman or Vice Chairman to sign the necessary documents granting the Utility Easement and Deed to ECUA.

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

4. Recommendation Concerning the CareerSource Escarosa Local Workforce Development Board Services Plan Addendum - 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 Addendum. On November 4, 2016, the Department of Economic Opportunity (DEO) issued a memo requesting all Local Workforce Development Areas prepare and submit an addendum to their Local Workforce Development Area plans.

5. Recommendation Concerning the Scheduling of a Public Hearing to Consider Amending Provisions of the Escambia County Code of Ordinances Relating to Dangerous Dogs - Tim Tolbert, Building Official/Building Services Department Director

That the Board authorize the scheduling of a Public Hearing on Thursday, January 19, 2017, at 5:32 p.m., concerning the review of amendments to Code provisions relating to dangerous dogs: Chapter 10, Article I, Section 10-3. – Definitions; Chapter 10, Article I, Section 10-14. – Dangerous or Vicious Animals; and Chapter 10, Article I, Section 10-23. – Penalties.

6. Recommendation Concerning a Public Hearing Request for Fund Balance Carry-Forwards - Stephan Hall, Budget Manager, Management and Budget Services

   That the Board authorize the scheduling of a Public Hearing on January 19, 2017 at 5:31 p.m., to amend the Fiscal Year 2016/2017 Budget to include the fund balance carry-forwards.

7. Recommendation Concerning the Circuit One Juvenile Justice Circuit Advisory Board - Commissioner Lumon J. May, District 3

   That the Board confirm the appointment of Tonya Gant, Neighborhood & Human Services Department Director, as Commissioner May's designee on the Circuit One Juvenile Justice Circuit Advisory Board, effective January 5, 2017, to run concurrently with Commissioner May's term of office or at his discretion.

II. Budget/Finance Consent Agenda

1. Recommendation Concerning a Change Order to the Purchase Order for Halcore Group, Inc., d/b/a Horton Emergency Vehicles - Michael D. Weaver, Public Safety Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order #2, to Halcore Group Inc., d/b/a Horton Emergency Vehicles, for the purchase for Emergency Medical Services:

Department:	Public Safety Department
Division:	EMS
Type:	Addition
Amount:	$27,298
Vendor:	Halcore Group, Inc., d/b/a Horton Emergency Vehicles
Project Name:	N/A
PO#:	151513
CO#:	2
Cost Center for CO:	330302
Original PO Amount:	$719,992
Cumulative Amount of Change Orders through this CO:	$62,037
New PO Total:	$782,029

[Funding Source: Fund 408, Emergency Medical Services Fund, Cost Center 330302]

2. Recommendation Concerning Derelict Vessel Removal Grant Agreement with Florida Fish and Wildlife Conservation Commission - J. Taylor “Chips” Kirschenfeld, Director, Department of Natural Resources Management

That the Board approve and authorize the Chairman to sign the State of Florida, Florida Fish and Wildlife Conservation Commission (FWC) Agreement No. 16175 relating to the Derelict Vessel Removal Grant for Fiscal Year 2016-2017, which provides $7,650 Grant funding from FWC combined with Escambia County’s $2,550 cash match for a total cost of $10,200 to remove and dispose of the two eligible derelict vessels, based on price quotes that were obtained as required in the Grant Application.

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

* Paragraph 30, SEVERABILITY, CHOICE OF LAW, AND CHOICE OF VENUE, (page 19 of 22), last sentence, "Any action in connection herewith, in law or equity, shall be brought in Leon County, Florida, to the exclusion of all other lawful venues."

* Paragraph 32, JURY TRIAL WAIVER, (page 19 of 22), "As part of the consideration of this Agreement, the Parties hereby waive trial by jury in any action or proceeding brought by any Party against any other Party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement, or with the products or services provided under this Agreement, including but not limited to any claim by the Grantee of *quantum meruit*."

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

3. Recommendation Concerning the Issuance of Purchase Orders in Excess of $50,000, for the Department of Natural Resources Management for Fiscal Year 2016/2017 - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

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 Department of Natural Resources Management for Fiscal Year 2016/2017, as follows:

Vendor	Amount	Contract Number
Blue Arbor, Inc	$110,000	PD 14-15.041
Vendor Number: 023818		
Temporary Employment Services		
Funding: Multiple Funds/Cost Centers as Listed Below		

[Funding Source: Fund 001, General Fund, Cost Centers 220100, 220701, 221001; Fund 101, Restricted Fund, Cost Centers 220310, 220334, 221018; Fund 102, Economic Development Fund, Cost Center 360704; Fund 108, Tourist Development Fund, Cost Centers 220805; Fund 110, Other Grants and Projects, Cost Centers 221011, 221021, 221026; Fund 118, Gulf Coast Restoration Fund, Cost Centers 222003, 222030, 222040]

4. Recommendation Concerning a Change Order #1 to Merritt Veterinary Supplies, Inc., #170700 - Tim Tolbert, Building Official/Building Services Director

That the Board approve and authorize the County Administrator to execute the following Change Order #1, to Merritt Veterinary Supplies, Inc., Vendor ID #133193, for the continued purchase of necessary Veterinary supplies and equipment.

Department	Building Services
Division	Animal Services
Type	Addition
Amount	$51,000
Vendor	Merritt Veterinary Supplies, Inc., #133193
Purchase Order (PO) #	170700
Change Order (CO) #	1
Cost Center for CO	250202
Original PO Amount	$49,000
Cumulative Amount of Change Orders	$51,000
New PO Total	$100,000

5. Recommendation Concerning the First Amendment to Memorandum of Agreement between Escambia County and the Humane Society of Pensacola, Florida, Inc. - Tim Tolbert, Building Official/Building Services Department Director

That the Board take the following action concerning the First Amendment to Memorandum of Agreement between Escambia County and the Humane Society of Pensacola, Florida, Inc.:

A. Approve the Amendment; and

B. Authorize the Chairman to sign the Amendment.

[Funding: Fund 001, General Fund, Cost Center 250205, Account 58201]

6. Recommendation Concerning Agreement for Equine Services between Escambia County and Panhandle Equine Rescue, Inc. - Tim Tolbert, Building Official/Building Services Department Director.

   That the Board take the following action concerning the Agreement for Equine Services between Escambia County and Panhandle Equine Rescue, Inc.:

   A. Approve the Agreement; and

   B. Authorize the Chairman to sign the Agreement.

   [Funding: Fund 001, General Fund, Cost Center 250205, Account 58201]

7. Recommendation Concerning Supplemental Budget Amendment #035 - Stephan Hall, Budget Manager, Management and Budget Services

   That the Board adopt the Resolution approving Supplemental Budget Amendment #035, CDBG HUD Entitlement Fund (129), in the amount of $55,732, to recognize the remaining balance of the Voluntary Cleanup Tax Credits (VCTC), and to appropriate these funds into the current Fiscal Year 2017 Budget.

8. Recommendation Concerning Supplemental Budget Amendment #038 - Stephan Hall, Budget Manager, Management and Budget Services

   That the Board adopt the Resolution approving Supplemental Budget Amendment #038, Mass Transit Fund (104) and Federal Transit Administration (FTA) Capital Projects Fund (320), in the amount of $125,538, to recognize the difference between what was budgeted and the funds actually received from the Florida Department of Transportation (FDOT) and the Federal Transit Administration (FTA), and to appropriate these funds for ADA Paratransit service and operating expenses associated with the Escambia County Area Transit System (ECAT).

9. Recommendation Concerning Supplemental Budget Amendment #040 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #040, Escambia Restricted Fund (101) in the amount of $763,118, to recognize the proceeds of an interfund loan from the Internal Service Fund (501) (as a Due to /Due from) as authorized at the 12/8/2016 Board Meeting, and to appropriate these funds to be used for the payment of the legal settlement associated with the Innerarity Island Development Corporation (IIDC).

10. Recommendation Concerning the State Road 292 (Gulf Beach Highway) Intersection Improvements Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board adopt and authorize the Chairman to sign the Resolution Requesting and Supporting an Amendment to the Florida Department of Transportation's Fiscal Year 2018-2022 Five-Year Work Program Relating to the SR 292 (Gulf Beach Highway) Intersection Improvements Project (Project #4406581).

[Funding: Construction Phase funds are available in two funds - Fund 352 "LOST III," ($312,929) and Fund 152 - Southwest Sector Community Redevelopment Agency (CRA) ($578,000); the County will be reimbursed the awarded State of Florida County Incentive Grant Program (CIGP) funds from FDOT, totaling $312,000, in Fiscal Year 2020]

11. Recommendation Concerning the SR 292 (Perdido Key Drive) Multi-Use Path Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board adopt and authorize the Chairman to sign the Resolution Requesting and Supporting an Amendment to the Florida Department of Transportation's Fiscal Year 2018-2022 Five-Year Work Program Relating to the SR 292 (Perdido Key Drive) Multi-Use Path Project (Project #4389082).

[Funding: The funding source for the Construction Phase advancement will be LOST IV; the County will be reimbursed the funds, totaling $2,246,000, from FDOT in Fiscal Year 2021]

12. Recommendation Concerning the Issuance of a Purchase Order to Emerald Coast Utilities Authority (ECUA) for the Innerarity Island Water System Improvement Project on Innerarity Island - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve the issuance of a Purchase Order to Emerald Coast Utilities Authority (ECUA), in an amount not to exceed $580,000, for the Innerarity Island Water System Improvement Project on Innerarity Island.

[Funding Source: Fund 352 "LOST III," Cost Center 110211, Object Code 56301, Project No. 16PF3502]

13. Recommendation Concerning the Issuance of a Purchase Order on Contract PD 14-15.064, General Paving and Drainage Agreement - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve the issuance of a Purchase Order on Contract PD 14-15.064, General Paving and Drainage Agreement to Roads, Inc. of NWF, in the amount of $231,407.49, for the Valkyry Way Drainage Improvement Project - Municipal Services Benefits Unit (MSBU).

[Funding Source: Fund 177, MSBU Assessment Program, Cost Center 142003 "Valkyry Way Drainage Improvement Project," Object Code 56301]

14. Recommendation Concerning Acceptance of a Special Warranty Deed and a Drainage Easement from Pine Brook Northwest Unplatted Subdivision- Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning acceptance of a Special Warranty Deed and a Drainage Easement from Pine Brook Northwest Unplatted Subdivision:

A. Accept a Special Warranty Deed and a Drainage Easement from Pine Brook Northwest Unplatted Subdivision;

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

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

D. Authorize the Chairman or Vice Chairman to accept the Warranty Deed and Easement 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]

15. Recommendation Concerning the Acceptance of an Encroachment Agreement from Gulf South Pipeline, LP, for the Dirt Road Paving and Drainage Improvements for Killam Road - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning acceptance of an Encroachment Agreement from Gulf South Pipeline, LP, for the dirt road paving and drainage Improvements for Killam Road:

A. Accept the Encroachment Agreement from Gulf South Pipeline, LP, for dirt road paving and drainage Improvements for Killam Road;

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

C. Authorize the Chairman or Vice Chairman to sign the Encroachment Agreement.

[Funding: Fund 352, "LOST III," Cost Center 210107, Object Code 56301, Project #08EN0068]

16. Recommendation Concerning the Acceptance of a Temporary Easement from International Paper Company for Muscogee Road (from CR 297A to US 29) Widening and Drainage Improvements - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning acceptance of a Temporary Easement from International Paper Company for Muscogee Road (from CR 297A to US 29) Widening and Drainage Improvements:

A. Accept the donation of a Temporary Easement from International Paper Company for Muscogee Road (from CR 297A to US 29) Widening and 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 the Chairman or Vice Chairman to accept the Easement as of the day of delivery of the Easement to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

[Funding: Fund 352 "LOST III," Cost Center 210107, Project #09EN0115 "Muscogee Road"]

17. Recommendation Concerning the Acceptance of a Drainage Easement at 2061 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 (1,091.66 square feet) located at 2061 Staff Drive from Jerry L. Alexander, Jr., and Christine Alexander:

A. Accept the donation of a drainage easement located at 2061 Staff Drive from Jerry L. Alexander, Jr., and Christine Alexander for drainage improvements;

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

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

D. Authorize 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]

18. Recommendation Concerning the Florida Department of Transportation Section 5311 Program Grant Application - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the State of Florida Department of Transportation (FDOT) Grant Application for U.S.C. Section 5311 funding (Federal Transit Administration [FTA] non-urbanized funding), to be used by Escambia County Area Transit (ECAT) and Escambia Community Transportation Coordinator (CTC) for non-urbanized areas of Escambia County, including operation of the fixed route to the Town of Century.

A. Adopt the Resolution authorizing Escambia County to apply for and accept certain Grant awards made by FDOT and by the FTA Act of 1964; and

B. Authorize the Chairman to execute the Resolution and all other required documents pertaining to acceptance and expenditure of grant funds, including notification of funding and electronic document filing, pending Legal approval, without further action of the Board.

[Funding: Section 5311 funding requires a 50% match for operating costs for rural areas. These funds will be included in the ECAT Fiscal Year 2017/2018 Budget. (Currently, ECAT operates the Town of Century Route (Route 60) with no Grant reimbursement. If the funds are awarded, the ECAT budget for the operations of this route would be reduced by 50%.)]

19. Recommendation Concerning the Florida Department of Transportation Section 5310 Program Grant Application - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the State of Florida Department of Transportation (FDOT) Grant Application for Section 5310 funding and Federal Transit Administration (FTA) urbanized area funding to be used by Escambia County for the purchase of three Americans with Disabilities Act of 1990 (ADA) buses:

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

B. Authorize the Chairman or Vice Chairman to execute the Resolution and all other required documents pertaining to acceptance and expenditure of grant funds, including notification of funding and electronic document filing, pending Legal approval, without further action of the Board.

[Funding: Escambia County is required to provide a 10% match for Section 5310 Capital Awards ($22,500). These funds will be included in the Escambia County Area Transit (ECAT) Fiscal Year 2017/2018 Budget]

20. Recommendation Concerning Killam Road Dirt Road Paving and Drainage Improvements - Claudia Simmons, Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Site and Utility, LLC, per the terms and conditions of PD 16-17.002, Killam Road Dirt Road Paving and Drainage Improvements, in the amount of 1,015,163.25.

[Funding: Fund 352, LOST III, Cost Center, 210107, Object Code 56301, Project Number 08EN0068]

21. Recommendation Concerning McNeal and Thompson Dirt Road Paving - Claudia Simmons, Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Roberson Excavation, Inc., per the terms and conditions of PD 16-17.001, McNeal and Thompson Dirt Road Paving, in the amount of $2,143,727.12.

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project Number 08EN0068]

COUNTY ATTORNEY'S REPORT

I. For Action

1. Recommendation Concerning the Memorandum of Agreement among the Department of the Navy, Escambia County, Florida, the Florida Department of State, Division of Historical Resources, and the Advisory Council on Historic Preservation Regarding Transfer of Naval Outlying Field Site 8

   That the Board authorize the Chairman to execute the Memorandum of Agreement among the Department of the Navy, Escambia County, Florida, the Florida Department of State, Division of Historical Resources, and the Advisory Council on Historic Preservation regarding the transfer of Naval Outlying Field Site 8.

2. Recommendation Concerning the Infrastructure Maintenance Real Estate Disclosure Ordinance

   That the Board take the following action:

   A. Direct staff to take to the Planning Board on February 7, 2017, an amendment to the Land Development Code (LDC) ordinance amending Chapter 2, Article 5 "Subdivision," Section 2-5.7 "Final Plats," establishing a requirement for an infrastructure maintenance real estate disclosure; and

   B. Authorize the scheduling of a Public Hearing on the Code of Ordinances for February 16, 2017 at 5:32 p.m. for consideration of adopting an ordinance amending Chapter 86, Article V, "Disclosure Regarding Abutting Roadways," Sections 86-161 through 86-170, adding a requirement that all infrastructure maintenance responsibilities in new subdivisions be disclosed by sellers prior to closing; and

   C. Authorize the scheduling of a Public Hearing on the Land Development Code for February 16, 2017 at 5:33 p.m. for consideration of adopting an ordinance amending Chapter 2, Article 5 "Subdivision," Section 2-5.7 "Final Plats," establishing a requirement for an infrastructure maintenance real estate disclosure.

3. Recommendation Concerning HESI/Transocean Punitive Damages & Assigned Claims Settlements Form

That the Board take the following action:

A. Approve the HESI/Transocean Punitive Damages & Assigned Claims Settlements Form; and

B. Ratify the execution of the form by the County Administrator.

II. For Information

1. Recommendation Concerning Technical Assistance Advisement (TAA) 16A-020 relating to sales and use tax liability for fees paid by the library café concessionaire

That the Board accept the following information concerning TAA 16A-020 from the Florida Department of Revenue (DOR) relating to sales and use tax liability for fees paid by the library café concessionaire:

On July 19, 2016, the County entered into an agreement with Solo Caffe for the provision of food and drink concessionaire services within the Downtown Main Library Facility. Per the terms of the agreement, the concessionaire will pay the County a monthly fee equal to a percentage of the net sales, which is defined as gross sales less applicable sales taxes.

On October 12, 2016, the County Attorney's Office requested a TAA from the Florida DOR's Technical Assistance and Dispute Resolution Division to determine whether the DOR would consider the monthly fee paid pursuant to the agreement taxable as payment for a license to use space. The County asserted that the agreement was not taxable where the fees would be paid as consideration for an exclusive license to provide a service, and if construed as a monthly lease payment, the fees would be exempt from sales tax where the food and drink concessionaire services are provided within the premises of a *publicly owned recreational facility* pursuant to §212.031(1)(a)(10), Florida Statutes.

In response, on December 12, 2016, the DOR issued a TAA concluding that the monthly fee paid to the County is exempt from sales and use tax where the County's public library facility qualifies as a *publicly owned recreational facility* as defined by statute.

2. Recommendation Concerning *Wells Fargo Bank, N.A. v. Fred Martin, et al.*; Case No. 2015 CA 000288

That the Board accept the following information in the matter of *Wells Fargo Bank, N.A. v. Fred Martin, et al.:*

Escambia County was previously joined as a Defendant in the above referenced foreclosure action involving certain real property owned by Fred Martin. The County retained an interest in the property by virtue of a Neighborhood Stabilization Program (NSP) Mortgage and Security Agreement in the sum of $30,252.00 and a State Housing Initiatives Partnership (SHIP) Lien Agreement in the total undepreciated amount of $15,000.00. Both interests were subordinate to the Plaintiff's mortgage interest. Following the entry of final judgment and the sale of the subject property, a surplus was retained by the Clerk. Upon the County's Motion for Disbursement of Surplus Funds, the County recovered the surplus funds held in the court's registry totaling $6,132.35 as partial satisfaction of the County's interest.

10. Items added to the agenda.

11. Announcements.

12. Adjournment.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11523 **Proclamations 6.**
BCC Regular Meeting
Meeting Date: 01/05/2017
Issue: Adoption of Proclamations
From: Jack Brown, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:
Proclamations.

Recommendation: That the Board take the following action:

A. Adopt the Proclamation commending and congratulating Kevin Blanchard, Engineering Technician, Development Services Department, on his selection as "Employee of the Month" for January 2017; and

B. Adopt the Proclamation expressing appreciation to Thomas G. "Tom" Turner for his four years of faithful and dedicated service and congratulating him on his retirement, effective January 13, 2017.

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

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

Information provided on the Proclamation is furnished by the requesting party and placed in the proper acceptable format for BCC approval by the County Administration staff. Board approval is required by Board Policy Section I, A (6).

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

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

Attachments

Proclamations

PROCLAMATION

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

WHEREAS, Kevin Blanchard, Engineering Technician, Development Services Department, began his employment with the County on October 24, 1994, and is selected for "Employee of the Month" for January 2017, for the standards of excellence that he has displayed in the performance of his duties; and

WHEREAS, Mr. Blanchard serves as a liaison among the Development Services Department, engineers, developers, contractors and other agencies; and

WHEREAS, Mr. Blanchard performs technical duties in specialty areas such as data gathering, research, construction inspection, inspection database administration, and technical equipment operation, which allows him to work independently based on specific work assignments; and

WHEREAS, Mr. Blanchard is also responsible for the review, tracking, and maintenance of plan designs, plats, and other related legal documentation, which may include evaluation of compliance with applicable rules/regulations/ordinances, issuance of permits, preparation of plan review comments, monitoring changes, and preparing recommendations based upon findings; and

WHEREAS, Mr. Blanchard participates in a variety of meetings and development conferences. He monitors construction projects for sediment controls during construction of permitted developments and conducts final inspections of sites for compliance with stormwater draining plans and site stabilizations. He processes inspection photos and conducts various field surveys including topography, elevation, and boundary lines; and

WHEREAS, Mr. Blanchard's assignments are always completed within allotted timeframes, and his willingness and ability to work with limited supervision are unsurpassed and represent his outstanding work ethic, which makes him a valuable asset to the Development Services Department.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, commends and congratulates Kevin Blanchard on his selection as the "Employee of the Month" for January 2017.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____

D. B. Underhill, Chairman, District Two

Jeff Bergosh, Vice Chairman, District One

Lumon J. May, District Three

Grover C. Robinson, IV, District Four

Steven Barry, District Five

ATTEST: Pam Childers
Clerk of the Circuit Court

_____

Deputy Clerk

Adopted: January 5, 2017

PROCLAMATION

WHEREAS, *on October 22, 2012, Thomas G. "Tom" Turner began his employment with the Escambia County Board of County Commissioners as the Director of Human Resources; and*

WHEREAS, *as the Director of Human Resources, Mr. Turner was responsible for the daily operations including the Recruitment of Employees, Training and Development, Labor Relations, Employee Benefits including Group Medical, Dental, and Life Insurance, Retirement, and Deferred Compensation; and*

WHEREAS, *Mr. Turner ensured that the Board of County Commissioners were in compliance with all applicable employment-related local, state, and federal laws and regulations; and*

WHEREAS, *Mr. Turner worked with our employees and citizens to address their concerns and answer their questions regarding issues associated with the Americans with Disabilities Act; and*

WHEREAS, *Mr. Turner worked diligently with all four of the Board's Collective Bargaining Units: Amalgamated Transit Union (ATU) Local 1771, International Association of EMT's and Paramedics Local R5-325, International Association of Firefighters (IAFF) Local 4131, and the Police Benevolent Association (PBA) Certification Numbers 1247 and 1248, and was instrumental in getting all four of the labor agreements signed; and*

WHEREAS, *Mr. Turner was often sought out by his fellow Department Directors to provide his guidance and expertise to assist them in resolving their Human Resource issues; and*

WHEREAS, *Mr. Turner acted as a liaison with the Clerk of the Circuit Court's Payroll Department to provide efficient, error-free service for all employment-related records;*

NOW, THEREFORE, BE IT PROCLAIMED, *that the Board of County Commissioners on behalf of the citizens of Escambia County, commends and congratulates Thomas G. "Tom" Turner on his retirement effective January 13, 2017.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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D. B. Underhill, Chairman, District Two

Jeff Bergosh, Vice Chairman, District One

Lumon J. May, District Three

Grover C. Robinson, IV, District Four

Steven Barry, District Five

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

_____
Deputy Clerk

Adopted: January 5, 2017

AI-11530 **8.**
BCC Regular Meeting
Meeting Date: 01/05/2017
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 take the following action, as recommended by the Committee of the Whole (C/W), at the December 15, 2016, C/W Workshop:

A. Approve adding the 2016-2017 FAC Legislative Priorities as a secondary part of Escambia County's priorities that are submitted to the Legislature, and amending the 2016-2017 FAC Legislative Priorities, Policies & Guiding Principles, with regard to Triumph Gulf Coast funds, to maintain the existing law that 75% of the funds come to Northwest Florida, and to ensure that Northwest Floridians make the decisions at the committee level or through Triumph Gulf Coast, and ask that funds are allowed to be used for economic development, infrastructure, and workforce development projects (C/W #7); and

B. Approve providing an incentive of $1,200 per year to employees who opt out of the County's health insurance, beginning January 1, 2018, and direct staff to look for a way the County can begin the incentive program in 2017 (C/W #8).

Attachments

C/W Backup 20161215

Backup
#7
C/W: 12-15-2016

2016-2017 FAC Legislative Program

2016-2017 FAC Legislative Priorities, Policies & Guiding Principles

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2016-2017 Federal Legislative Priorities & Policies

1. 2016-2017 Federal Priorities

NATIONAL FLOOD INSURANCE PROGRAM

National Flood Insurance Program (NFIP) Reform: FAC **SUPPORTS** reauthorization of the NFIP with legislative, policy and programmatic modifications to ensure no coverage lapses and to improve the affordability, transparency and financial stability of the program through reforms in the following areas: 1) Affordability/Rate Structure; 2) Mapping/Data Collection/Modeling; and, 3) Mitigation.

DISASTER RECOVERY

Federal Disaster Assistance: SUPPORT legislation that prohibits the Federal Emergency Management Agency (FEMA) from de-obligating from counties previously-awarded disaster funds for projects that have been certified complete by the state for at least three years.

WATER RESOURCES

Water Resources Development Act: SUPPORT bi-annual passage of the Water Resources Development Act that authorizes Corps of Engineers projects and policies that often have state-wide impacts to Florida, including Everglades restoration, port and inlet construction, and beach nourishment projects.

GENERAL PUBLIC SAFETY

Opioid Funding: SUPPORT providing life-saving interventions, medically-assisted detoxification programs, and diversions from the criminal justice system for those suffering from opioid addiction. **SUPPORT** efforts to stop international and interstate opioid trafficking and increased penalties for dealers and traffickers whose actions result in loss of life.

ZIKA / MOSQUITO CONTROL

Zika Funding: To eliminate the risk associated with the Zika virus, FAC urges the federal government-to develop a comprehensive eradication strategy that identifies and allocates the appropriate amount of funding needed to support state and local governments.

2. Monitoring Issues

WATER

Waters of the United States (WOTUS): SUPPORT legislation that clarifies that local streets, gutters, and other stormwater infrastructure are excluded from the definition of "Waters of the U.S.," while also requiring federal agencies to consult with state and local officials to identify which waters should be federally regulated and which should be left to the states.

TRANSPORTATION

Truck Weights / Size: Due to safety concerns and potential impacts to local roads, FAC **OPPOSES** legislation that seeks to increase truck size or weight limits beyond those in current federal law.

ENERGY, ENVIRONMENT & AGRICULTURE

Oil Pollution Act of 1990 (OPA): SUPPORT revisions to OPA to provide for greater participation from local governments as primary first responders in the protection of local communities.

Offshore Energy Production: Monitor and report on the potential for expansion of offshore energy exploration in Florida's federal waters.

Numeric Nutrient Criteria: Monitor and report on activities associated with proposed numeric water quality criteria for lakes, flowing waters and canals.

TAX REFORM

Tax-Exempt Status of Municipal Bonds: SUPPORT the preservation of the existing tax-exempt status of municipal bonds. Oppose legislative provisions that would repeal or eliminate the tax exempt status of municipal bonds. Oppose legislative provisions that would repeal, limit or "cap" the deduction for interest earned on new and outstanding municipal bonds.

Marketplace Fairness Act: Monitor and report on the status of legislative provisions for the collection of sales and use taxes from remote sellers and the effect on a state's ability to enforce state and local sales and use tax laws.

ENTITLEMENTS AND APPROPRIATIONS

Block Grants: Monitor and report on the status of funding for the Social Services Block Grant, the Community Services Block Grant as well as the program's formula grant structure. Oppose any efforts to eliminate or reduce block grant funding.

Immigration: Monitor and report on the status of federal reimbursement to counties for all costs related to detaining, and transporting undocumented immigrants. Monitor and report on the reauthorization of the State Criminal Alien Assistance Program (SCAAP), to reimburse state and local costs of incarcerating undocumented criminal aliens.

HEALTHCARE & HUMAN SERVICES

Health Care: Monitor and report on implications of health care reforms for potential fiscal and health delivery impacts. Monitor and report on implementation of the Patient Protection and Affordable Care Act and changes to Medicaid that would further shift the financial burden to states and counties.

Veterans Health: SUPPORT NACo's efforts to assure that:

- U.S. Department of Veterans Affairs (VA) funds are made available to reimburse counties for the services provided to veterans eligible for VA services and for services provided to veterans awaiting determination of eligibility.
- VA funds are made available to reimburse services provided to veterans eligible for VA services by public and private providers under contract with the VA.
- U.S. Department of Defense (DOD) funds are made available to reimburse counties for the services provided to veterans eligible for DOD services.
- Appropriate county level data are available so that counties know how many veterans are returning to their local areas.

2016-2017 State Legislative Priorities

OPIOID ABUSE

SUPPORT providing life-saving interventions, medically-assisted detoxification programs, and diversions from the criminal justice system for those suffering from opioid addiction. **SUPPORT** efforts to stop opioid trafficking and increased penalties for dealers and traffickers whose actions result in loss of life.

MEDICAL MARIJUANA

SUPPORT Home Rule: maintaining local authority to determine land use, zoning, and other regulatory standards for marijuana cultivation, processing, and distribution.

SUPPORT Recurring Revenue: A taxation or fee structure should be implemented with the state or independently to help counties recoup any and all costs in public services, including but not limited to law enforcement, and regulatory enforcement.

SUPPORT legislation that provides a comprehensive health-based regulatory system where the DOH is responsible for licensing cultivation sites, dispensing facilities, and manufacturers of marijuana for medicinal purposes.

TAX REFORM / LOCAL REVENUE ENHANCEMENT and ECONOMIC DEVELOPMENT

SUPPORT tax reform measures that simplify administration and provide an economic boost to Florida's taxpayers while at the same time *considering and minimizing the collective and cumulative negative impact on local revenues*, including state shared and local discretionary revenue sources that are critical to local governments in providing community services. Potential tax proposals that are of major concern to FAC include, but are not limited to:

A. Communications Services Taxes

SUPPORT amending and/or revising current law in a manner that is: 1) revenue neutral; 2) simplifies administration and collection of the current tax; 3) provides for a broad and equitable tax base; 4) provides for enhanced stability and reliability as an important revenue source for local government; and 5) provides the opportunity for market-based growth.

OPPOSE legislation that would revise current law in a manner that significantly reduces current local government related revenues.

B. Sales Tax Exemption on Commercial Leases
SUPPORT legislation that would phase-in a reduction and eventual exemption of state sales tax on commercial leases, but preserving and "grandfathering-in" existing local (county) option sales taxes.

C. Property Taxes – "Elimination of Recapture Provision"
OPPOSE legislation that would eliminate currently existing recapture provisions for homestead and non-homestead property.

D. Aviation Fuel Taxes
OPPOSE legislation that would modify current aviation fuel taxes in a manner that would negatively impact counties or the state's ability to provide resources in support of aviation transportation related operations.

E. 10% Non-Homestead Assessment Limitation
SUPPORT legislation that would extend current 10% assessment increase limitation on non-homestead property.

SUPPORT measures that enhance the effectiveness of existing local revenue sources to meet current and future public service demands.

Potential proposals that are of major interest to FAC include:

A. SUPPORT modifications to existing laws governing local discretionary sales and gas tax revenue sources to provide greater simplification, flexibility and more efficient administration and management.

B. SUPPORT expanding the eligibility to levy the Charter County Transportation Surtax to all counties.

C. SUPPORT indexing local option fuel taxes to annual adjustments of the CPI.

Economic Development: SUPPORT measures that empower local governments and provides resources to work with community partners towards the creation of quality jobs, more vibrant Florida communities, as well as an enhanced level of national and global competitiveness.

Related issues that are of major interest to FAC for the 2017 Legislative session include, but are not limited to:

A. State and Local Economic Development Partnerships
SUPPORT legislation and appropriation that enhances the efficiency and effectiveness of the state and local government partnership in economic development through the greater use of targeted strategic investments in infrastructure (traditional and high-tech); and programmatic enhancements designed to induce sustainable economic activity resulting in a consistent positive return on investment for both state and local governments

B. Rural Economic Development
SUPPORT legislation and appropriation that eliminates the program match requirement in grant program Florida Statute 288.018 and increase the appropriation from $150,000 to $250,000 for each of the three Rural Areas of Opportunity (RAO) designated by Governor's Executive Order.

SUPPORT appropriation that increases the rural infrastructure fund from $1.6 million to $5 million annually.

COMPREHENSIVE WATER

- **Amendment 1 – The Florida Water and Land Conservation Amendment**

SUPPORT the allocation of matching funds to county governments to purchase environmentally sensitive and endangered lands, and to restore impaired estuaries, lagoons and other waterbodies in accordance with state policy and local needs.

SUPPORT the distribution of land management appropriations to local governments in proportion to the percentage of public conservation lands managed within those local jurisdictions.

- **Water Supply**

SUPPORT legislation that enhances regional and local financial capacity to address water supply development with allocation flexibility in all available funding sources.

SUPPORT the funding of the Water Protection and Sustainability Program within the Department of Environmental Protection for the development of alternative water supplies, water quality improvement projects, and comprehensive water infrastructure needs.

SUPPORT the fundamental principles of Florida water law which:

- Requires demonstration that a proposed use of water is i) a reasonable-beneficial use, ii) will not interfere with an existing legal use of water, and iii) is consistent with the public interest.

- Establishes a right of use, not a right of ownership.
- Provides for "local sources first" – that is, a county from which water is withdrawn shall not be deprived of the prior right to its reasonable and beneficial use to supply the needs of its natural systems, property owners, and residents.

OPPOSE any state-wide water commission or "water czar" which would redefine existing water supply relationships among the state, regional water management districts, and local governments.

- **Water Quality**

Indian River Lagoon & Lake Okeechobee Basin: SUPPORT state funding for the construction of additional water storage and water quality treatment facilities within the Lake Okeechobee, Caloosahatchee, St. Lucie, Indian River Lagoon and Everglades watersheds.

Springs Protection: SUPPORT state funding for nutrient load reduction programs within Florida's springsheds. **SUPPORT** the prioritization of springs restoration funding, with a program to assist local governments with packing houses and with septic tank connections and facility upgrades in springsheds with higher domestic waste contributions.

Fertilizer: SUPPORT the authority of county government to regulate the urban use and application of fertilizer to protect water quality. **SUPPORT** the "Florida Green Industries Best Management Practices" as a basic level of water quality protection, with more stringent protections authorized to address water bodies in need.

BEACH RENOURISHMENT

SUPPORT the creation of a new dedicated and recurring statutory funding source for beach renourishment projects which accurately reflects the increase in participating programs and future beach and inlet project funding needs.

SUPPORT the revision of statutory criteria for the annual ranking of beach projects for state cost sharing; specifically, the inclusion of criteria that recognizes economic benefits and cost effectiveness, reduction in storm damage, ability to leverage matching funds, and dune restoration as an investment in beach protection and preservation.

2016-2017 Growth Management, Agriculture & Environment (GMAE) Policies

1. 2016-2017 GMAE Priorities

GROWTH MANAGEMENT

Cell Towers: FAC **SUPPORTS** the current statutory framework and Home Rule authority that allows communication services providers to place traditional communication services infrastructure within county rights-of-way, subject to local rules, regulations, and permit processes.

However, FAC **OPPOSES** extending this authority to third-party / pass-through providers, who do not provide communication services or remit communications services tax.

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- Establishes a right of use, not a right of ownership.
- Provides for "local sources first" – that is, a county from which water is withdrawn shall not be deprived of the prior right to its reasonable and beneficial use to supply the needs of its natural systems, property owners, and residents.

OPPOSE any state-wide water commission or "water czar" which would redefine existing water supply relationships among the state, regional water management districts, and local governments.

- **Water Quality**

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SUPPORT the revision of statutory criteria for the annual ranking of beach projects for state cost sharing; specifically, the inclusion of criteria that recognizes economic benefits and cost effectiveness, reduction in storm damage, ability to leverage matching dollars and dune restoration as an investment in beach protection and preservation.

2. GMAE Policies

GROWTH MANAGEMENT

CRAs: The Florida Association of Counties **supports** implementation of the community redevelopment agency related recommendations in the Auditor General's Performance Audit Report No. 2015-037, relating to the Local Government Financial Reporting System, which are as follows:

1) Providing more specificity as to the types of expenditures for which redevelopment trust fund revenues may be used, particularly concerning promotional activities;

2) Requiring county approval of adopted or amended municipal CRA redevelopment plans;

3) Requiring all CRAs to abide by the same redevelopment plan content requirements;

4) Authorizing CRAs to establish reserves for mitigating current and future risks and exempt such reserves from ending fund balance disposition requirements; and

5) Ensuring financial audits of CRA trust funds include a determination of compliance with Section 163.387(6), F.S. and Section 163.387(7), F.S., relating the expenditure of CRA trust fund revenues and disposition of unexpended CRA trust fund balances.

Growth Management Reform: FAC **OPPOSES** any further reductions in state planning oversight or other efforts preempting local planning decisions.

Development Impacts: **SUPPORT** legislation that provides a mechanism to ensure the extra-jurisdictional impacts from large-scale development projects are adequately addressed within the impacted counties prior to development approval.

Home Rule Preemptions: FAC **OPPOSES** legislation that preempts the legislative and policy making powers of counties used to regulate land use and implement local zoning controls. Further, FAC **OPPOSES** recent legislative efforts that mandate minimum land use densities for properties that meet specific size, use, and location characteristics.

Concurrency: FAC **SUPPORTS** county home rule authority, and current statutory provisions, which allow counties to retain their current transportation concurrency systems, as adopted by local ordinance.

Regional Planning Councils (RPCs): FAC **SUPPORTS** the legislative findings enumerated in Ch. 186, F.S, which states that the regional planning councils are recognized as Florida's only multi-purpose regional entity to plan and coordinate intergovernmental solutions to growth problems on greater-than-local issues, provide technical assistance to local governments, and meet other needs of communities in the region. To that end, FAC recognizes and supports the critical role RPCs play in supporting communities by providing, among others, the following key services:

- Economic Development;
- Affordable Housing;
- Transportation Planning;
- Emergency Preparedness;
- Hurricane Evacuation;
- Community Planning;
- GIS Mapping; and,
- Dispute Resolution Services.

Flood Risk Mapping: FAC **SUPPORTS** comprehensive strategies that reduce a county's risk to the impacts of coastal and inland flooding. To that end, FAC SUPPORTS a statutory change to Section 163.3178 that clarifies for state and local officials how risk reduction is evaluated in special flood hazard areas (SFHA), as shown on FEMA Flood Insurance Rate Maps (FIRMs).

AFFORDABLE HOUSING

Affordable Housing: SUPPORT retaining the full amount of dedicated documentary tax revenues to fund state and local affordable housing programs.

TRANSPORTATION

State Transportation Trust Fund: OPPOSE any effort to divert revenues from the state transportation trust fund for non-transportation purposes.

Regional Transportation Finance Entities: SUPPORT legislation that authorizes the creation of regional transportation finance authorities, who may be authorized to use tolls, or pledge a portion of the capacity improvement funds from the State Transportation Trust Fund to finance eligible transit or transportation improvement projects.

Rural Transportation Funding: SUPPORT state funding for the Small County Road Assistance program (SCRAP). **SUPPORT** continuing enhanced state funding for the Small County Outreach Program (SCOP).

County Transportation Projects: SUPPORT increasing the cost cap (from $400,000 to $1,000,000) for counties to self-perform road improvement projects using the Constitutional Gas Tax proceeds.

Strategic Intermodal System (SIS): SUPPORT legislation allowing SIS funds to be used on roads and other transportation facilities not designated on the SIS network if the improvement relieves congestion on the SIS.

Local Option Fuel Tax (Indexing): Recognizing that an efficient and modern transportation system is critical to support and expand the economy, counties annually invest billions in this infrastructure. Unfortunately, the primary funding source for county roads – the local option fuel tax – is not indexed to keep pace with inflation, forcing counties to use other revenue sources to meet increased demand. In light of this, and recognizing that the State Motor Fuel Tax has been indexed to the Consumer Price Index (CPI) since 1985, FAC **SUPPORTS** indexing local option fuel taxes to annual adjustments of the CPI.

RECLAIMED WATER

SUPPORT the economically, technically and environmentally feasible use of reclaimed water with incentivized infrastructure investment and reliable distribution including reuse service areas and prioritized irrigation and nonpotable uses.

SUPPORT the use of surface water or stormwater to supplement reclaimed water systems to increase the customer base and reduce reclaimed water disposal without imposing unduly burdensome treatment requirements.

ZIKA / MOSQUITO CONTROL

SUPPORT Federal and State funding for Zika Virus prevention and control.

SUPPORT a legislative policy that entitles each county, irrespective of population, to a pro rata share of waste tire grants from the fee imposed on motor vehicle tires for use in mosquito control programs. Such grants should supplement the Small County Consolidated Grant Program to ensure that all counties can implement successful and synergistic controls.

PUBLIC NOTICE OF POLLUTION

SUPPORT the enhanced public awareness of pollution incidents that may threaten public health, safety and welfare and regulations with well-defined standards, and clear scope and applicability.

SUPPORT a manner of public notice that is consistent and commensurate with the potential impact.

AMENDMENT 1 – THE FLORIDA WATER AND LAND CONSERVATION AMENDMENT

SUPPORT a balanced distribution of funds for land acquisition and for water quality and quantity projects throughout the state, with equitable allocation irrespective of a project's urban or rural nature, or its coastal or inland location.

SUPPORT maintenance, monitoring and sustainability of existing state conservation lands.

SUPPORT land acquisitions of less than fee simple interest, thus reducing the cost to taxpayers by lowering acquisition costs and maintaining property tax revenues, while allowing property owners to continue certain uses on negotiable terms.

SUPPORT an acquisition policy that involves local government participation in priority assessment and community impact.

SUPPORT funding of the Florida Forever Grant Program and Florida Communities Trust which provide recreational opportunities for parks, open space, greenways and trails to help meet growth challenges and protect natural resources.

PAYMENT IN LIEU OF TAXES (PILT)

SUPPORT the continued funding of payments in lieu of taxes to make up for ad valorem losses resulting from state acquisition, with future adjustments to reflect increases in property value.

VESSELS AND WATERWAYS

SUPPORT revised statutory authority and continued state funding for the enforcement and removal of derelict vessels, with emphasis on chronic offenders.

SUPPORT continued state and local regulation of vessels, mooring fields, bulkheads and seawalls, floating vessel platforms, and seagrasses.

SOLID WASTE

Funding: SUPPORT continued state funding of the Small County Consolidated Grant Program, and maintaining the waste tire fee as a dedicated revenue source for funding mosquito control, solid waste and recycling programs.

Recycling: SUPPORT legislation that provides appropriate resources and incentives to local governments to achieve statewide recycling goals, with credit afforded for all recycled materials including municipal biomass and other waste-to-energy processes.

DOMESTIC WASTE

Land Application of Septage: SUPPORT legislative policies that recognize the challenges of septage disposal in rural counties without adequate treatment and disposal facilities, and the prioritization of funding for the development of these facilities and associated infrastructure.

Central Sewer Systems: SUPPORT the authority of county government to require mandatory connection to central sewer systems as they become available.

UTILITIES

Utility Rates: SUPPORT legislation that recognizes the responsibility and authority of local government utilities to establish rates and rate structures to allow for flexibility in the provision of services and the sustainable funding of operations.

Utility Liens: SUPPORT legislation to amend Section 159.17, Florida Statutes, to authorize counties – as well as municipalities – that issue revenue bonds to place liens on properties served by any water, sewer or gas systems for service charges until paid, which liens shall be prior to and on parity with state, county and municipal tax liens.

Stormwater Fees: SUPPORT legislation to amend Section 403.0893, Florida Statutes, to provide authorization for stormwater utilities to charge and collect user fees from all beneficiaries of the stormwater utility system.

ENERGY

Hydraulic Fracturing (Fracking): OPPOSE a state preemption of fracking activities – especially the siting of wells within sensitive areas – and ancillary activities such as waste storage, handling and disposal, truck traffic and other local public health and safety impacts. **OPPOSE** any state legislation which would create a public records law exemption for proprietary information provided by drilling companies to the Florida Department of Environmental Protection through the department's online chemical disclosure registry. **SUPPORT** a moratorium on all new well stimulation activities, including hydraulic fracturing and acidization, until an independent and comprehensive Florida-specific study has been completed and peer-reviewed.

Waste To Energy: SUPPORT the amendment of 366.91 Florida Statutes to expand net metering of local government-owned renewable energy generation to the local government's offsite facilities within the same service area.

CLIMATE CHANGE / SEA LEVEL RISE

SUPPORT a comprehensive state climate change action plan, with energy policies and other initiatives to reduce greenhouse gases and to address ecosystem sustainability, long term water supply, flood protection, public health and safety, and economic prosperity.

SUPPORT state and federal recognition of adaptation and mitigation as critical to any climate change plan, and the funding necessary to assist local governments in developing and implementing these initiatives.

SUPPORT increased funding for local government infrastructure projects and planning activities to facilitate the prevention of and recovery from damage to essential transportation systems, water management systems and national resources.

AGRICULTURE

Rural and Family Lands Protection Act: SUPPORT funding the Rural and Family Lands Protection Act to allow for the purchase of rural easements to prevent the subdivision and conversion of such land into other uses.

Agritourism: SUPPORT limited local regulation of off-site health, safety and welfare impacts from large-scale agritourism "events" on agricultural property.

Citrus Greening: SUPPORT state, federal and local efforts to assist the citrus industry in research to control the damage and threat caused by citrus greening/Huanglongbing (HLB).

2016 -2017 Finance, Tax & Administration (FTA) Policies

1. 2016-2017 FTA Priorities

FINANCE & TAX POLICY

Tax Reform: SUPPORT tax reform measures that simplify administration and provide an economic boost to Florida's taxpayers while at the same time *considering and minimizing the collective and cumulative negative impact on local revenues*, including state shared and local discretionary revenue sources that are critical to local governments in providing community services. Potential tax proposals that are of major concern to FAC include, but are not limited to:

A. Communications Services Taxes

SUPPORT amending and/or revising current law in a manner that is: 1) revenue neutral; 2) simplifies administration and collection of the current tax; 3) provides for a broad and equitable tax base; 4) provides for enhanced stability and reliability as an important revenue source for local government; and 5) provides the opportunity for market-based growth.

OPPOSE legislation that would revise current law in a manner that significantly reduces current local government related revenues.

B. Sales Tax Exemption on Commercial Leases

SUPPORT legislation that would phase-in a reduction and eventual exemption of state sales tax on commercial leases, but preserving and "grandfathering-in" existing local (county) option sales taxes.

C. Property Taxes – "Elimination of Recapture Provision"

OPPOSE legislation that would eliminate currently existing recapture provisions for homestead and non-homestead property.

D. Aviation Fuel Taxes

OPPOSE legislation that would modify current aviation fuel taxes in a manner that would negatively impact counties or the state's ability to provide resources in support of aviation transportation related operations.

E. 10% Non-Homestead Assessment Limitation

SUPPORT legislation that would extend current 10% assessment increase limitation on non-homestead property.

Local Revenue Enhancement / Modification: SUPPORT measures that enhance the effectiveness of existing local revenue sources to meet current and future public service demands.

Potential proposals that are of major interest to FAC include:

D. **SUPPORT** modifications to existing laws governing local discretionary sales and gas tax revenue sources to provide greater simplification, flexibility and more efficient administration and management.

E. **SUPPORT** expanding the eligibility to levy the Charter County Transportation Surtax to all counties.

F. **SUPPORT** indexing local option fuel taxes to annual adjustments of the CPI.

ECONOMIC DEVELOPMENT

Economic Development: SUPPORT measures that empower local governments and provides resources to work with community partners towards the creation of quality jobs, more vibrant Florida communities, as well as an enhanced level of national and global competitiveness.

Related issues that are of major interest to FAC for the 2017 Legislative session include, but are not limited to:

C. State and Local Economic Development Partnerships
SUPPORT legislation and appropriation that enhances the efficiency and effectiveness of the state and local government partnership in economic development through the greater use of targeted strategic investments in infrastructure (traditional and high-tech); and programmatic enhancements designed to induce sustainable economic activity resulting in a consistent positive return on investment for both state and local governments

D. Rural Economic Development
SUPPORT legislation and appropriation that eliminates the program match requirement in grant program Florida Statute 288.018 and increase the appropriation from $150,000 to $250,000 for each of the three Rural Areas of Opportunity (RAO) designated by Governor's Executive Order.

SUPPORT appropriation that increases the rural infrastructure fund from $1.6 million to $5 million annually.

2. FTA Policies

GENERAL ADMINISTRATION

Payment In Lieu of Taxes: SUPPORT the comprehensive Payment In Lieu of Taxes programs that offset the impact of lands acquired by Federal, State, or other tax-exempt entities. PILT programs should be funded in a fashion, so as not to diminish the fiscal capacity of small counties. **SUPPORT** legislative consideration of adjusting PILT payments to accommodate the increased value and/or the valued use of the property by the purchasing entity.

Worker's Compensation: SUPPORT legislation that reforms existing worker's compensation laws that provide accessibility, predictability and stability to the market respective rates.

Regulation of taxis and Limousines: FAC **SUPPORTS** maintaining the integrity of home rule power, which allows counties to regulate taxis, limousines, and jitneys for the purpose of public safety and consumer protection. Conversely, FAC **OPPOSES** any effort that preempts to the state the regulation of chauffeured limousines, limousine services and drivers of chauffeured limousines.

Elections: SUPPORT full state funding of all expenditures by supervisors of elections to comply with the requirements of the federal Help America Vote Act.

Public Notice: SUPPORT legislation allowing local governments to comply with public notice and legal advertisement requirements by means other than the newspaper.

Florida Retirement System (FRS): OPPOSE any FRS benefit changes that result in an increase in the FRS county and county employee contribution rates. **SUPPORT** requiring all legislation that potentially results in an increase in the FRS contribution rate to be analyzed and evaluated to determine the direct fiscal impact of proposed changes to all local and state government to be eligible for consideration.

Public Record and Open Meeting Exemptions for Economic Development: SUPPORT changes to s.286.0113 and s.288.075, F.S., that would allow the Board of County Commissioners to deliberate in private regarding an economic development proposal and preserve the confidentiality of confidential information in the possession of an economic development agency.

2016-2017 Health & Human Services (HHS) Policies

1. 2016-2017 HHS Priorities

BEHAVIORAL HEALTH

Behavioral Health Services: SUPPORT increased funding for core mental health and substance abuse services. **SUPPORT** efforts to increase supportive housing, employment and education initiatives for people with behavioral health issues and/or disabilities. **SUPPORT** diverting, medically assisting, or treating mentally ill persons outside of the criminal justice system through alternative community programs.

Baker Act/Marchman Act: SUPPORT appropriate funding for crisis mental health and substance abuse beds statewide. **SUPPORT** coordinated efforts to increase access to acute care behavioral health services for individuals and families.

EMERGENCY MEDICAL SERVICES

Emergency Medical Services (EMS): OPPOSE legislation that limits the ability of county EMS providers to be reimbursed for out-of-network transports. **SUPPORT** maintaining a countywide regulatory system for EMS through the current Certificate of Public Convenience and Necessity (COPCN) process.

2. 2016-2017 HHS Policies

ZIKA / MOSQUITO CONTROL

Zika: SUPPORT federal and state funding for Zika Virus prevention and control. **SUPPORT** a legislative policy that entitles each county, irrespective of population, to a *pro rata* share of waste tire grants from the fee imposed on motor vehicle tires for use in mosquito control programs.

HEALTHCARE/HUMAN SERVICES FUNDING

Low Income Pool/Intergovernmental Transfers (IGTs): SUPPORT a system for distributing Low Income Pool dollars that ensures IGT-donor counties are able to direct the federal matching dollars generated by their local IGT contributions to best meet the health care needs of their constituents, rather than having those dollars redistributed throughout the state.

Community Care for the Elderly: SUPPORT adequate funding for the Community Care for the Elderly Program, which provides cost efficient diversion from nursing home placement for impaired elders.

County Health Departments (CHDs): SUPPORT increasing state general revenue funding for CHDs, and **OPPOSE** any state reductions to the CHD Trust Funds. **SUPPORT** restoring funding reductions in operating support for CHDs. **SUPPORT** maintaining a coordinated system of CHDs that is centrally housed within the Department of Health (DOH). **SUPPORT** preserving the ability of CHDs to provide primary care and direct patient care services, particularly in communities without adequate substitutes or alternative providers for these services.

County Share of Cost for Medicaid Services: SUPPORT establishing a cap on growth in the individual county Medicaid costs under s. 409.915, F.S. to address the cost shifts that result from the transition to a Medicaid enrollee based cost-sharing system. **OPPOSE** efforts to further shift state Medicaid costs to counties. **SUPPORT** continued evaluation of the county-state Medicaid cost-share arrangement, taking into consideration the impacts of state policies designed to contain growth in Medicaid costs, including statewide Medicaid managed care and diagnosis related group reimbursement for hospitals.

Digital Divide: SUPPORT efforts to collaborate with school boards and other stakeholders to reduce the digital divide and expand Internet access into areas of Florida where it is not currently available.

Early Learning/School Readiness: SUPPORT appropriate funding for children in early learning and school age care to ensure children's access to educational, enrichment programs that support low-income working families and children's readiness for and success in school.

Graduate Medical Education (GME): SUPPORT efforts to fund GME programs to meet the healthcare needs of the state and its local communities, with a particular emphasis on programs that provide for specialties in need as well as the development of physicians practice in medically underserved areas.

Healthcare Expansion: SUPPORT state legislation drawing down the federal funds made available to Florida under the Patient Protection and Affordable Care Act to expand health insurance coverage to certain individuals who earn up to 138 percent of the federal poverty level, provided that such a program does not further shift Medicaid costs to counties.

Healthy Start and Healthy Families: SUPPORT continuation of funding for the Florida Healthy Start and Healthy Families program.

Homelessness: SUPPORT a dedicated state funding source for homeless programs. **SUPPORT** legislation that streamlines current state statutes relating to homelessness and associated programs, including the funding allocation and appropriation processes. **SUPPORT** the implementation of discharge protocols and/or procedures for hospitals, correctional facilities, and mental health facilities when releasing homeless persons. **SUPPORT** the development of strategies that would allow local governments to work with the state and federal government to serve target

populations: the chronically homeless, veterans, and families and children, with particular emphasis on children aging out of the foster care system. **SUPPORT** continued coordination with the state's Council on Homelessness, specifically as it recommends policies and practices in support of the Federal Strategic Plan to End Homelessness. **SUPPORT** efforts to extend tax credits to businesses that employ the homeless. **SUPPORT** creation of a public records exemption for individual identifying information entered into the Homeless Management Information System (HMIS).

Medically Needy: SUPPORT the continuation of the Medically Needy program.

Statewide Medicaid Managed Care Program: SUPPORT continued efforts to work through Medicaid reform initiatives to ensure timely payment cycles for providers.

Transportation Disadvantaged (TD): SUPPORT efforts to avoid fragmentation, inefficient operation, and costly duplication of TD services. **SUPPORT** appropriate and dedicated state funding for the TD program, including funding to address unmet TD needs in rural areas. **SUPPORT** efforts to protect the TD trust fund.

Veterans: SUPPORT legislation establishing a program that allocates state funds to hire Veterans Services Officers in counties in order to increase services and federal benefits for Florida veterans.

HEALTHCARE/HUMAN SERVICES POLICY

Open Water Life Guards: SUPPORT legislation that would provide for open water lifeguard agency certification in Florida.

Smoking Regulation: SUPPORT legislation restoring county authority to regulate smoking on county-owned outdoor property. **OPPOSE** efforts to preempt local regulation of tobacco products and other nicotine dispensing devices.

Trauma Care System: SUPPORT efforts to maintain and enhance established trauma care funding, including incentives for the development of new trauma centers. **OPPOSE** any efforts to shift the state's financial responsibility for the trauma system to counties or divert trauma care funding for purposes other than those intended by the existing legislation.

Volunteer Fire Fighters: FAC **SUPPORTS** efforts to recruit and retain volunteer firefighters in rural communities with state funding for training and certification. FAC **SUPPORTS** reciprocity of training and certification from other accredited agencies as credit toward training hours required for volunteer firefighters

2016-2017 Public Safety Policies

1. 2016-2017 Public Safety Priorities

JUDICIAL SYSTEM

Clerks of Court: SUPPORT adequate funding for the court related functions of the clerks of court, including an allocation process that results in a fair and sufficient distribution of court generated revenue.

GENERAL PUBLIC SAFETY

Opioid Abuse: SUPPORT providing life-saving interventions, medically-assisted detoxification programs, and diversions from the criminal justice system for those suffering from opioid addiction. **SUPPORT** efforts to stop opioid trafficking and increased penalties for dealers and traffickers whose actions result in loss of life.

Medical Marijuana: **SUPPORT** Home Rule: maintaining local authority to determine land use, zoning, and other regulatory standards for marijuana cultivation, processing, and distribution.

SUPPORT Recurring Revenue: A taxation or fee structure should be implemented with the state or independently to help counties recoup any and all costs in public services, including but not limited to law enforcement, and regulatory enforcement.

SUPPORT legislation that provides a comprehensive health-based regulatory system where the DOH is responsible for licensing cultivation sites, dispensing facilities, and manufacturers of marijuana for medicinal purposes.

2. 2016-2017 Public Safety Policies

JUDICIAL SYSTEM

Article V: SUPPORT eliminating the requirements of s. 29.008(4)(a), F.S., that require counties to fund certain court expenditures by 1.5 percent over the prior county fiscal year.

Court Technology Fee: SUPPORT increasing the service fee charged for recording documents and instruments pursuant to s. 28.24(12)(e), F.S., from $4.00 to $8.00, so that $6.00 of the fee is distributed to boards of county commissioners to help fund court-related technology and technology needs as mandated by s. 29.008(1)(f)(2), F.S.

Flexibility in Additional Court Costs for Criminal/Traffic Offenses: SUPPORT legislation giving counties more flexibility in the use of the funds generated by the discretionary $65.00 cost on criminal and traffic cases provided in s. 939.185, F.S

Pretrial Service Agencies: SUPPORT maintaining county ability to provide risk assessment pretrial release services that prevent new offenses and ensures appearance as obligated. **OPPOSE** legislation limiting the discretion of the first appearance judge, requiring written reports and eliminating the presumption of release on non-monetary conditions. **SUPPORT** changing pretrial program reporting requirements as provided in s. 907.043, F.S., from weekly to monthly updates. **OPPOSE** legislation that restricts pretrial services to only indigent defendants and **SUPPORT** legislation that requires bail bondsmen to report information as required of pretrial service agencies in s.907.043 F.S.

Traffic Hearing Officer Program: SUPPORT full funding for traffic hearing officer programs statewide and allow magistrates to handle cases resulting from red light camera offenses.

MENTAL HEALTH AND SUBSTANCE ABUSE

Mental Health or Substance Abuse Programs: SUPPORT efforts to increase supportive housing, jail diversion, and employment and education initiatives for people with mental health or substance abuse issues. **SUPPORT** diverting, medically assisting, or treating mentally ill outside of the criminal justice process through alternative programs, such as Crisis Intervention Teams. **SUPPORT** continued efforts to work through Medicaid reform initiatives to ensure that persons with substance abuse and mental health treatment needs are appropriately served.

Mental Health or Substance Abuse Funding: SUPPORT appropriate funding for core mental health and substance abuse services. **SUPPORT** increased funding of the Criminal Justice Mental Health and Substance Abuse Reinvestment Grant Program with recurring dollars in a trust fund. **SUPPORT** sustainable matching state funds to counties that have received both planning and implementation Reinvestment Grant funds.

IMPACTS TO COUNTY JAILS

Shift of Prison Inmates to Jails: OPPOSE sentencing of state inmates to county jails, but support counties' ability to contract with the Department of Corrections for housing state inmates.

Small County Courthouse Funding: SUPPORT continued state general revenue funding for capital improvements to county courthouses and other court-related facilities, including jails, located in rural counties.

Inmate Medical Costs: **SUPPORT** legislation that reduces jail expenses by setting a reimbursement amount paid by counties to medical providers for health care services for inmates and arrestees at no higher than the established Medicare rate plus 10%, the same rate as currently charged to the Department of Corrections, unless there is an existing contract in place or a business practice providing a lower rate. **SUPPORT** continued efforts to obtain Medicaid eligibility for persons incarcerated in county jails while waiting disposition of their cases and to ensure that existing Medicaid benefits are not terminated during incarceration.

JUVENILE JUSTICE

Prevention, Treatment, and Rehabilitation: SUPPORT initiatives which reduce juvenile detention through prevention, treatment, and rehabilitation services.

Juvenile Detention Facilities: SUPPORT the legislature appropriating state funds to the Department of Juvenile Justice to upgrade, renovate, or reconstruct detention centers across Florida that are in a state of disrepair. **SUPPORT** state investments in juvenile facilities to improve the conditions of secure confinement for detained youth without such costs being shifted to the counties. **SUPPORT** measures that ensure that adequate safety, supervision, and facility maintenance is provided at juvenile residential assessment centers and secure detention facilities.

Juvenile Assessment Centers (JAC Centers): SUPPORT state funding of JAC Centers throughout Florida to strive to achieve equal treatment of youth offenders.

Juvenile Direct File: SUPPORT legislation that increases judicial oversight and authority for charging and sentencing juvenile defendants as adults without creating additional county service requirements.

GENERAL PUBLIC SAFETY

Human Trafficking: SUPPORT legislation and programs designed to prevent trafficking, protect victims, prosecute traffickers, and create partnerships across all levels of government, the private sector, and state agencies to provide training opportunities for local government employees and their agents to recognize the signs of trafficking including government inspectors, law enforcement, criminal justice, health care, transportation and public transit, educational partners, and employees working with vulnerable populations.

County Emergency Radio Systems: OPPOSE legislation that would shift funds or impede counties from building and maintaining an interoperable radio communication system as authorized by statute.

Crime Lab Funding: SUPPORT additional funding for locally-operated crime analysis laboratories.

Copper and Other Metals Thefts: SUPPORT legislation strengthening laws related to copper and other metals thefts and secondary metals recyclers to deter thefts from local governments, businesses, and individuals. **SUPPORT** legislation increasing the penalties for illegal purchase of scrap metals. **OPPOSE** legislation preempting local scrap metal ordinances from being more restrictive.

EMERGENCY MANAGEMENT

Disaster Funding: FAC **SUPPORTS** the legislative intent of Section 252.37, F.S., which states that it is the public policy of the state that funds to meet emergencies shall always be available. To that end, FAC **SUPPORTS** Section 252.37(5)(a), F.S., which calls for the state to provide to local governments half of the non-federal share (12.5%) for Public Assistance projects. Additionally, to ensure the public health, safety and welfare can be met following a disaster, FAC **SUPPORTS** that state match funds be provided for all projects deemed eligible and approved by FEMA.
Mitigation Funding: SUPPORT a 50/50 cost-share arrangement with the state for the non-federal portion of the Hazard Mitigation Grant Program (HMGP).

Emergency Operation Centers (EOCs): SUPPORT continued state funding for county EOCs to ensure each is able to meet the minimum structural survivability and operational space criteria established by the state and federal government.

Emergency Management Preparedness and Assistance (EMPA) Trust Fund:
SUPPORT maintaining the original intent and purpose of the EMPA Trust Fund, which is to serve as a funding source for state and local emergency management programs, by ensuring that all monies collected for purposes of funding emergency management, preparedness and assistance are deposited into the EMPA Trust Fund and spent on emergency management activities. Accordingly, FAC **OPPOSES** legislative sweeps of the EMPA trust fund for non-emergency management purposes and **SUPPORTS** an increase to the county base grant funding, which has remained unchanged for more than a decade. **SUPPORT** changes to the EMPA trust fund by ensuring the $2.00 and $4.00 annual surcharge on all homeowner and business insurance policies is assessed on either a per-parcel or per-unit basis of coverage, rather than on a single policy. **SUPPORT** a repeal of the service charge to general revenue on the EMPA trust fund and redirect these monies back to the counties in the same manner in which the EMPA base grant is distributed.

Shelter Funding and Standards: **SUPPORT** additional state funding for hurricane shelter spaces, including retrofitting existing facilities, and providing for the increased cost of construction for Enhanced Hurricane Protection Areas (EHPA) associated with new school construction. **SUPPORT** state funding for county and regional special needs patients and shelters.

Background Checks for Emergency Volunteers: SUPPORT a legislative review of the intent of background screening requirements of Chapter 2010-14, Laws of Florida with respect to volunteers in emergencies.

Emergency Management Credentialing: To strengthen the professionalism of County Emergency Management Directors, **SUPPORT** efforts that provide enhanced training and education opportunities for County Emergency Management employees. **OPPOSE** any state mandated training and hiring requirements for County Emergency Management Directors.

2016-2017 Proposed Guiding Principles

HOME RULE

County officials are dedicated to the preservation of democratic principles, specifically that the government closest to the people is the appropriate authority to serve the needs and requirements of the community. Home rule is the right of the people to determine and implement a public purpose at the grassroots level. Home rule power is conferred to Florida counties by Article VIII, Sections 1(f) and 1(g) of the Florida Constitution (1968), and by Section 125.01, Florida Statutes. The preservation of this fundamental democratic concept is essential to the operation of county governments in Florida. Accordingly, the Florida Association of Counties is dedicated to maintaining the integrity of county home rule power, both administrative and fiscal, which allows counties to develop and implement community-based solutions to local problems, without State limitations or mandates.

UNFUNDED MANDATES

A state directive that compels local governments to provide a service, program, or benefit without providing the appropriate monies or a funding source is regarded as an unfunded mandate. County officials recognize that some state-funded mandates are justified because they achieve agreed upon statewide policy goals. However, many, if not most, mandates on counties are imposed without the consensus of local governments or the resources for implementation. Mandates drain the financial lifeblood from county governments and impede their ability to adequately deliver the fundamental services required by law. Mandates also compromise a county's ability to provide discretionary services requested by the local community. Thus, the Florida Association of Counties opposes any state or federal actions that limit the ability of local elected officials to make fiscal and public policy decisions for the citizens they represent. Furthermore, counties support the establishment of an agreed upon course of action whereby state and county elected officials deliberatively evaluate the appropriate funding and delivery of intergovernmental service responsibilities between counties and the state.

COMMUNITY & ECONOMIC DEVELOPMENT

The strength and vitality of local and state economies are built upon the foundation of infrastructure and services provided by county government. Furthermore, our economic prosperity rests on the stability of community leadership and the tools that are made available to county officials. Lastly, our community's quality of life requires even more cooperation and teamwork between public and private sectors. Therefore, counties need flexible tools to develop economic strategies that target local strengths, enhance and expand employment opportunities, and maintain adequate infrastructure.

While economic development occurs primarily at a local and regional level, it is imperative that the state assists local communities by providing its resources through incentives, marketing and technical assistance. Accordingly, incentives at the state and local level should be based on need and provide for a return on public investments.

REVENUE FLEXIBILITY

The ad valorem tax is authorized to Florida counties by Article VII, of the Florida Constitution, and implemented by general law. Within limitations, the Constitution authorizes counties to levy up to 10 mills on all taxable property for county purposes. This tax is the primary revenue source for the operation of county government.

However, the revenue generated by this tax has not kept pace with the demands and requirements of modern government in a rapidly growing state. As a result, counties have to resort to other tax and non-tax revenue sources to meet their demands. The Florida Association of Counties is dedicated to protecting the integrity and fairness of the ad valorem taxing authority, as well as that of the other locally imposed revenue sources. Also, the Florida Association of Counties encourages the creation or enhancement of alternative public financing mechanisms to meet the ever-increasing demands on county government service delivery.

GROWTH MANAGEMENT & ENVIRONMENTAL PROTECTION

The impact of growth and development in Florida during the last 30 years has brought significant benefits and costs to county government. Given Florida's substantial growth during this period, the Florida Association of Counties supports a comprehensive planning framework with state oversight, regional coordination, and minimum local requirements. At the same time, this planning framework must recognize that many local land use decisions result in little to no impact on state and regional interests.

Furthermore, because Florida's communities are remarkably diverse, this planning framework must also allow maximum flexibility to Florida's counties to address unique local concerns and conditions. Thus, to the greatest extent possible, the state's comprehensive planning framework must defer to local decision-making and include an incentive-based approach to better growth management.

The Florida Association of Counties supports the right of county officials to responsibly perform their planning, police power, and other functions to address local issues at the local level. County officials must have the ability to make reasonable decisions for the advancement of the local community on zoning, comprehensive planning, and infrastructure issues without being subjected to prohibitive claims for damages for infringement on private property rights. Additionally, and consistent with counties' home rule powers, county officials must have the latitude to develop and impose revenue sources that allow growth to pay its fair share.

Conservation and protection of our natural resources is critical to managing growth, promoting economic development, and maintaining a healthy environment to ensure a high quality of life for county citizens. Accordingly, and in keeping with home rule

authority, the Florida Association of Counties supports the right to adopt local environmental regulations to protect a community's unique natural resources.

Finally, increased demands on Florida's water supply are forcing many diverse interests to work with county government to plan the future of water policy in Florida. In an effort to achieve the best possible result, county government should continue to expand partnerships with the agricultural community, urban water users, regional government agencies, and environmental organizations to encourage water conservation, water resource, and water supply development projects. The primary goal of such water resource planning efforts should be ensuring resource availability for all reasonable beneficial uses, consistent with the protection of water and related natural resources.

FINANCE & TAXATION

The backbone of good government is financial accountability. For public officials to be accountable to taxpayers, the decision to tax should occur at the same level of government where the decision to enact a new program is made. County governments have a responsibility to raise the necessary revenues to finance a wide variety of critical, basic public services. Counties need a revenue base that adequately finances the services and programs required by the state, and the programs and services needed locally. If counties are to succeed in meeting their responsibilities, an adequate and fair local tax policy that is commensurate with the many responsibilities of modern county government must be developed.

HUMAN SERVICES

County officials recognize the importance of adequately providing for quality human services to protect and assist citizens in need. Counties have demonstrated this commitment by providing preventive services, medical assistance, social and aging services, and housing assistance. While most human service programs and the laws that govern these programs are established by federal and state governments, many of these services are being provided through community-based services at the local level.

As a critical link in the federal/state/county human services partnership, counties must be included in formulating and implementing policies that protect the health, safety, and welfare of all the citizens of the state; allow for flexibility within communities to achieve the desired level of services based on local needs and priorities; and encourage the integration and coordination of human services.

Counties support expanding health care access and believe that efforts to refine and enhance state and local programs that provide access to affordable health care are essential. FAC supports limiting county funds expended under the Health Care Responsibility Act mandate for emergency room services as defined by law.

Additionally, emergency medical services (EMS) are a vital role of county government. FAC supports county commissions maintaining authority to issue certificates of public

convenience and necessity at the county level to ensure countywide uniformity of the EMS system.

In addressing critical social services needs related to child welfare and long-term care, the Florida Association of Counties strives to increase state funding for child protective and dependency case services and other state-related programs. Furthermore, counties need the capacity to define local systems of care and increase funding flexibility by removing budget categories so that monies can be directed locally to meet community needs.

The Florida Association of Counties supports enhancing the state funding for elder and long-term care services and directing existing funding from institutional care to community-based care programs such as Community Care for the Elderly, Home Care for the Elderly, Medicaid Waiver, Alzheimer's Disease Initiative, Senior Centers and the Assisted Living Waiver programs, respectively.

Availability of services and funding in the area of behavioral health are also important to our county officials. The Florida Association of Counties supports the establishment of integrated systems of care for individuals with co-occurring behavioral and physical health problems in addition to efforts to enhance prevention and intervention services for children and families to divert children from the child welfare system. The Florida Association of Counties believes that developing a comprehensive services act of mandatory planning, development, funding, implementation and evaluation of mental health and substance abuse services for elder Floridians is also necessary to ensure continuity of care.

Given the varying capacity and funding capabilities of counties, the Florida Association of Counties supports adequate federal and state funding to ensure uniformity in the human services continuum.

PUBLIC SAFETY & SECURITY

Protecting the health, safety, and welfare of the citizenry are of paramount importance to county officials. County governments have a long tradition of ensuring the public's safety and security through operating county emergency management centers, providing fire and rescue services, and assisting in funding the state's court system, sheriffs' offices, juvenile programs, victims' assistance, and the jail system in each county.

Florida's citizens and visitors look to county government as the first line of defense to ensure their communities are safe and protected in times of natural and man-made disasters, terrorism, emergencies, and public health threats. It is imperative for state policy to maintain county government control of emergency management systems during such emergencies and public

health threats. It is equally important that, as Florida's population continues to grow, that the state provide a dedicated funding source for hurricane shelter space.

It is only through a county partnership with the other levels of government that a full- scale comprehensive and coordinated approach may be taken to address crime and public safety problems. It is of the utmost importance to maintain and seek out open lines of communication between all parties involved to ensure the public's safety and security. Adequate resources must be in place so counties are in the strongest position to protect their communities. Increased funding for security enhancements are needed to support measures which include, but are not limited to, airports, seaports, public buildings, public health infrastructure, and preparedness training for emergency personnel. Increased federal and state funding is essential to ensure that effective public safety systems are provided throughout Florida.

Since 1972, statutory changes and case law have expanded county court-funding responsibilities to include an ever-increasing multitude of costs. Those costs include providing office space for judges, public defenders, and state attorneys, expert witness fees, court appointed counsel costs, and many other related expenditures. Accordingly, the Constitutional Revision Commission proposed Revision 7 to require the State of Florida to fund a larger portion of the state court system, allowing counties to more ably meet local needs. That constitutional revision was approved by the Florida voters in 1998.

Since 1998, the Florida Legislature has been implementing the constitutional revision, having completed that initial process on July 1, 2004. Some elements of the state court system have remained a county responsibility. For some of those responsibilities, the Legislature has provided some revenue sources but these sources are grossly inadequate. The revenue from ad valorem taxes still funds a significant portion of the county's mandated share of the operation of the state court system.

The counties' long-held policy is that the funding of the state court system is the responsibility of the state. County funding of the state's courts causes ad valorem taxes, intended to fund programs truly local in nature, to be used for state programs over which counties have no control or accountability. Accordingly, the Florida Association of Counties opposes the use of local revenue sources to fund the state's judicial responsibilities and supports the continued implementation of Article V, Section 14 of the Florida Constitution, its language and intent, which provides for a more equitable manner of court funding.

AI-11517 **Clerk & Comptroller's Report** **9. 1.**
BCC Regular Meeting **Consent**
Meeting Date: 01/05/2017
Issue: TDT Collection Data for the October 2016 Returns Received in November 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 October 2016 Returns Received in November 2016

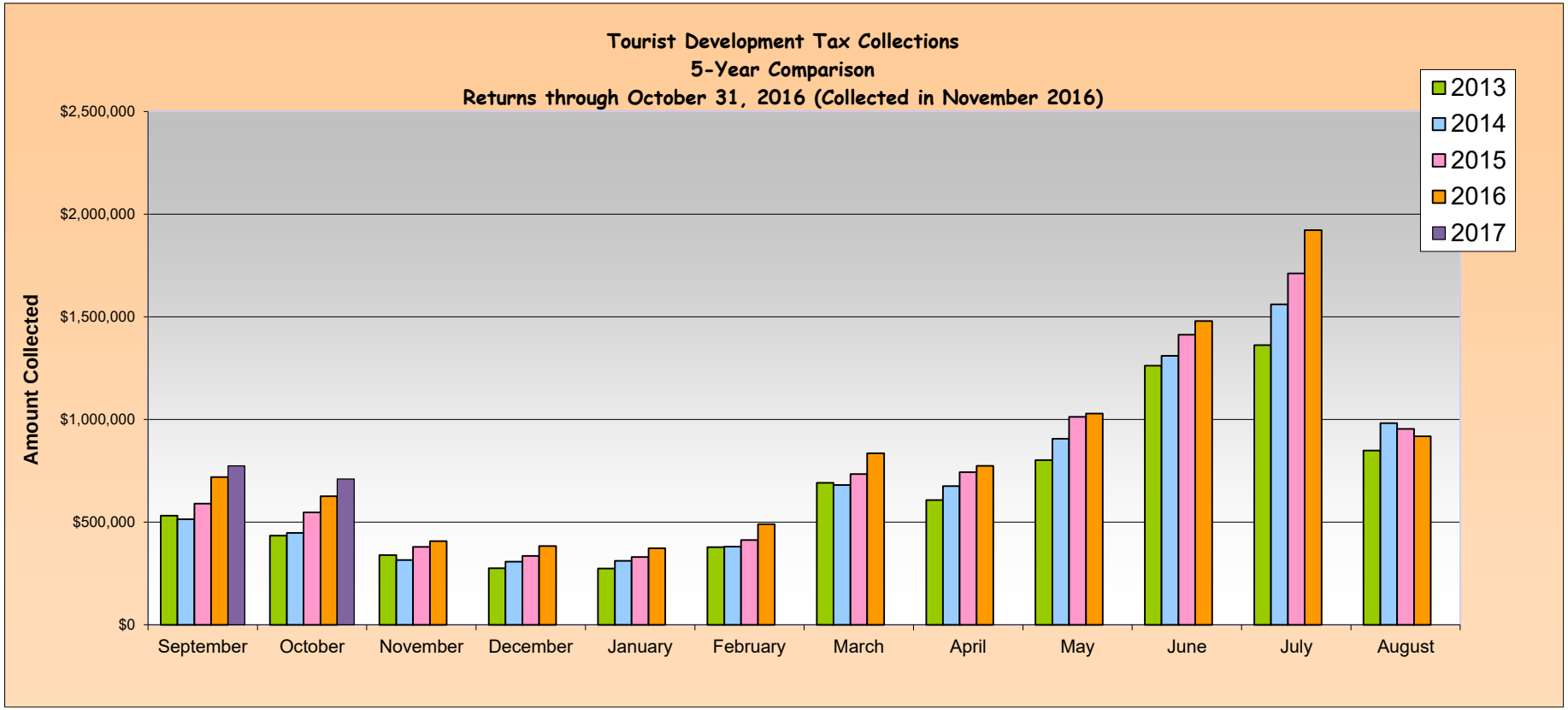
That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the October 2016 returns received in the month of November 2016, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the second month of collections for the Fiscal Year 2017; total collections for the month of October 2016 returns was $771,342.21.31; this is a 13.51% increase over the October 2015 returns; total collections year to date are 10.36% more than the comparable time frame in Fiscal Year 2016.

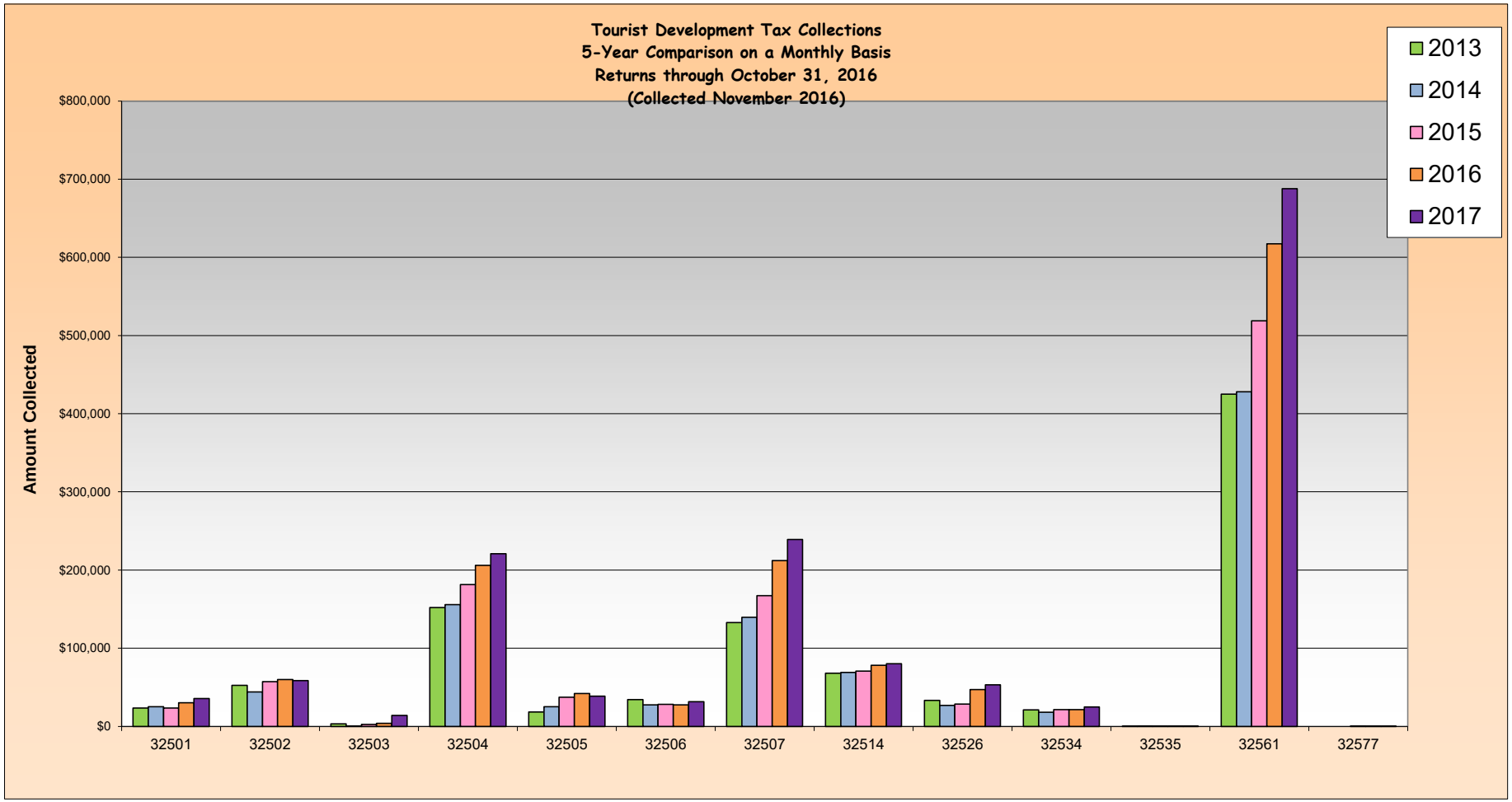
Attachments

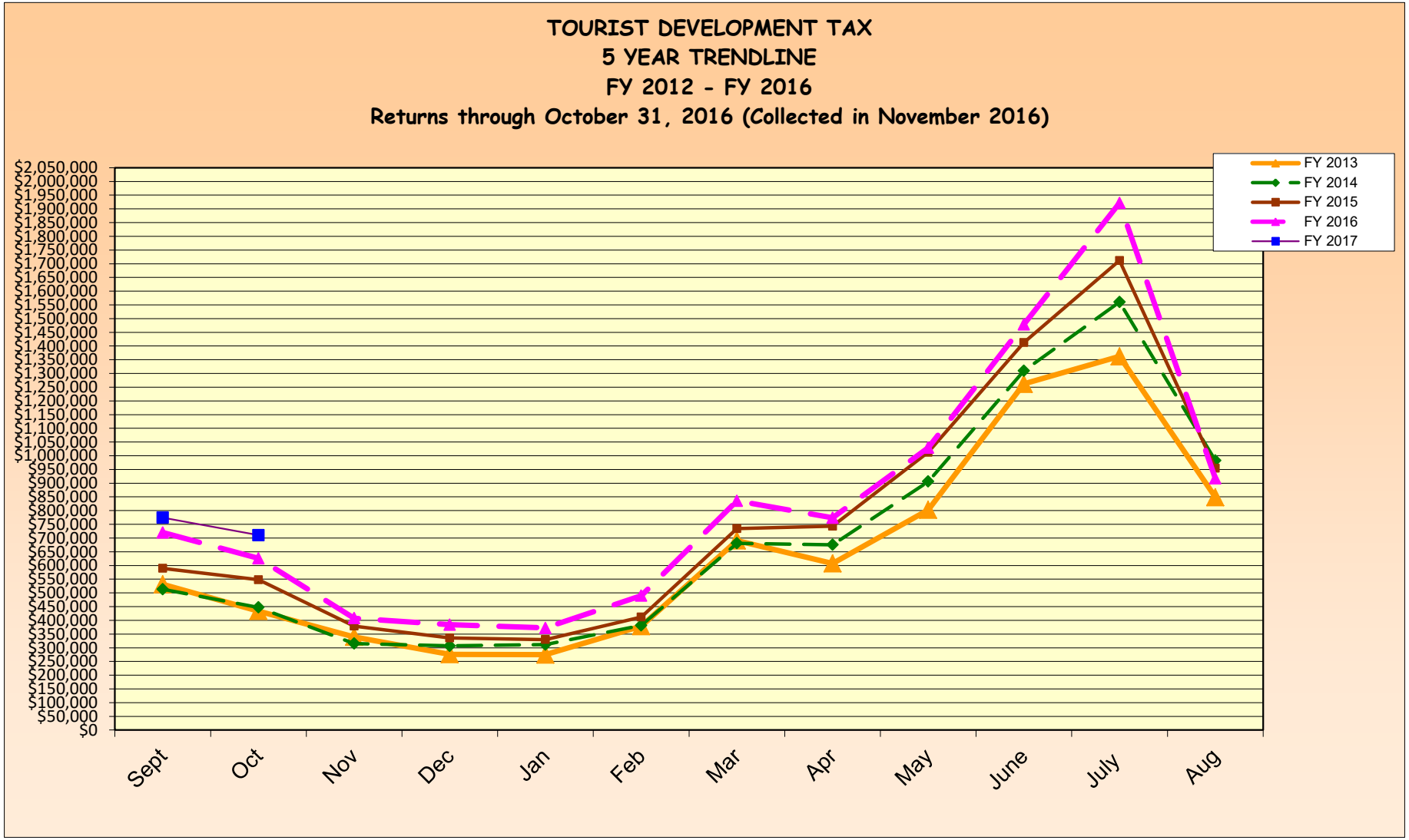
TDT Collection Data for October 2016 Returns

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

Zip Code	Fiscal Year 2017 YTD Collected	Fiscal Year 2016 YTD Collected	Difference	% Change
32501	35,682	30,176	5,506	18%
32502	58,630	59,975	(1,345)	-2%
32503	13,909	3,953	9,956	252%
32504	220,839	205,884	14,955	7%
32505	38,639	41,892	(3,253)	-8%
32506	31,672	27,516	4,156	15%
32507	238,931	212,004	26,927	13%
32514	80,226	78,166	2,060	3%
32526	53,267	47,038	6,229	13%
32534	24,769	21,447	3,322	15%
32535	334	115	219	190%
32561	687,885	617,273	70,612	11%
32562	-	-	-	0%
32577	100	50	50	100%
Total	**$ 1,484,883**	**$ 1,345,489**	139,394	**10%**


Tourist Development Tax Collections
5-Year Comparison
Returns through October 31, 2016 (Collected in November 2016)
Amount Collected
$2,500,000
$2,000,000
$1,500,000
$1,000,000
$500,000
$0
September
October
November
December
January
February
March
April
May
June
July
August
2013
2014
2015
2016
2017


Tourist Development Tax Collections
5-Year Comparison on a Monthly Basis
Returns through October 31, 2016
(Collected November 2016)
Amount Collected
$800,000
$700,000
$600,000
$500,000
$400,000
$300,000
$200,000
$100,000
$0
32501
32502
32503
32504
32505
32506
32507
32514
32526
32534
32535
32561
32577
2013
2014
2015
2016
2017


TOURIST DEVELOPMENT TAX
5 YEAR TRENDLINE
FY 2012 - FY 2016
Returns through October 31, 2016 (Collected in November 2016)
FY 2013
FY 2014
FY 2015
FY 2016
FY 2017
$2,050,000
$2,000,000
$1,950,000
$1,900,000
$1,850,000
$1,800,000
$1,750,000
$1,700,000
$1,650,000
$1,600,000
$1,550,000
$1,500,000
$1,450,000
$1,400,000
$1,350,000
$1,300,000
$1,250,000
$1,200,000
$1,150,000
$1,100,000
$1,050,000
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$950,000
$900,000
$850,000
$800,000
$750,000
$700,000
$650,000
$600,000
$550,000
$500,000
$450,000
$400,000
$350,000
$300,000
$250,000
$200,000
$150,000
$100,000
$50,000
$0
Sept
Oct
Nov
Dec
Jan
Feb
Mar
Apr
May
June
July
Aug

FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
ESCAMBIA COUNTY FLORIDA
FISCAL YEAR 2017
AS OF NOVEMBER 30, 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
10/16	19,380	3%	28,707	4%	7,582	1%	107,704	14%	18,717	2%
11/16	16,302	2%	29,923	4%	6,327	1%	113,135	16%	19,922	3%
Total	$ 35,682	2%	$ 58,630	4%	$ 13,909	1%	$ 220,839	15%	$ 38,639	3%

	Zip Code									
	32506		32507		32514		32526		32534	
Month of Collection	Lillian Hwy & Highway 98 Area	% OF Total	Bayou Chico to Perdido Key South of Sorrento Area	% OF Total	Palafox & Scenic Hwy North of I-10 Area	% OF Total	Mobile Hwy North of Michigan Avenue Area	% OF Total	I-10 & Pensacola Blvd North Area	% OF Total
10/16	14,090	2%	127,015	16%	40,875	5%	26,793	3%	11,880	2%
11/16	17,582	2%	111,916	16%	39,350	6%	26,474	4%	12,889	2%
Total	$ 31,672	2%	$ 238,931	16%	$ 80,226	5%	$ 53,267	4%	$ 24,769	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
10/16	105	0%	371,593	48%	-	0%	100	0%	774,542	100%
11/16	229	0%	316,292	45%		0%		0%	710,340	100%
Total	$ 334	0%	$ 687,885	46%	$ -	0%	$ 100	0%	$ 1,484,883	100%

FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
ESCAMBIA COUNTY FLORIDA
FISCAL YEAR 2016
AS OF NOVEMBER 30, 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
10/15	13,893	2%	28,092	4%	1,582	0%	103,155	14%	23,955	3%
11/15	16,283	3%	31,883	5%	2,371	0%	102,729	16%	17,936	3%
					3					
Total	$ 30,176	2%	$ 59,975	4%	$ 3,953	0%	$ 205,884	15%	$ 41,892	3%

	Zip Code									
	32506		32507		32514		32526		32534	
Month of Collection	Lillian Hwy & Highway 98 Area	% OF Total	Bayou Chico to Perdido Key South of Sorrento Area	% OF Total	Palafox & Scenic Hwy North of I-10 Area	% OF Total	Mobile Hwy North of Michigan Avenue Area	% OF Total	I-10 & Pensacola Blvd North Area	% OF Total
10/15	14,443	2%	118,367	16%	39,504	5%	22,562	3%	9,820	1%
11/15	13,073	2%	93,637	15%	38,662	6%	24,476	4%	11,627	2%
Total	$ 27,516	2%	$ 212,004	16%	$ 78,166	6%	$ 47,038	3%	$ 21,447	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%	344,150	48%	-	0%	50	0%	719,690	100%
11/15	-	0%	273,123	44%	-	0%		0%	625,799	100%
Total	$ 115	0%	$ 617,273	46%	$ -	0%	$ 50	0%	$ 1,345,489	100%

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

		THREE (3%) PERCENT TOURIST TAX DOLLARS COLLECTED 2008-2017									
Month Of	For The										
Collection	Month Of	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
OCT	SEP	$288,077	$277,444	$274,902	$321,850	$343,637	$398,300	$385,209	$442,268	$539,766	$580,905
NOV	OCT	238,591	231,361	238,423	276,214	304,579	325,198	335,284	411,054	469,351	$532,757
	TOTAL	**$526,668**	**$508,806**	**$513,325**	**$598,064**	**$648,216**	**$723,498**	**$720,493**	**$853,322**	**$1,009,117**	**$1,113,662**

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

		ADDITIONAL ONE (1%) PERCENT TOURIST TAX DOLLARS COLLECTED 2008-2017									
Month Of	For The										
Collection	Month Of	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
OCT	SEP	$96,026	$92,482	$91,634	$107,283	$114,546	$132,767	$128,403	$147,425	$179,922	$193,635
NOV	OCT	79,530	77,120	79,474	92,072	101,526	108,399	111,761	137,018	156,450	$177,586
	TOTAL	**$175,556**	**$169,602**	**$171,108**	**$199,355**	**$216,072**	**$241,166**	**$240,164**	**$284,443**	**$336,372**	**$371,221**

AI-11518 **Clerk & Comptroller's Report** **9. 2.**
BCC Regular Meeting **Consent**
Meeting Date: 01/05/2017
Issue: Minutes and Reports Prepared by the Clerk to the Board's Office
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 December 8, 2016;

B. Approve the Minutes of the Attorney-Client Session held December 8, 2016, at 2:45 p.m.;

C. Approve the Minutes of the Attorney-Client Session held December 8, 2016, at 3:45 p.m.; and

D. Approve the Minutes of the Regular Board Meeting held December 8, 2016.

Attachments

20161208 Agenda Work Session

REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA WORK SESSION
HELD DECEMBER 8, 2016
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:13 a.m. – 12:06 p.m.)

Present: Commissioner Douglas B. Underhill, Chairman, District 2
Commissioner Jeffrey W. Bergosh, Vice Chairman, District 1
Commissioner Steven L. Barry, District 5
Commissioner Lumon J. May, District 3
Commissioner Grover C. Robinson IV, District 4
Jack R. Brown, County Administrator
Alison Rogers, County Attorney
Susan Woolf, General Counsel to the Clerk
Lizabeth Carew, Administrative Specialist, Clerk and Comptroller's Office
Judy H. Witterstaeter, Program Coordinator, County Administrator's Office

1. FOR INFORMATION: The agenda for the December 8, 2016, Regular Board Meeting, was reviewed as follows:

   A. Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, reviewed the Regular BCC Agenda;

   B. Susan Woolf, General Counsel to the Clerk, 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;

   F. Commissioner Robinson reviewed his add-on items; and

   G. Commissioner Underhill reviewed his add-on items.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11503 **Growth Management Report** **9. 1.**
BCC Regular Meeting
Meeting Date: 01/05/2017
Issue: Review of Rezoning Cases Heard by the Planning Board on December 6, 2016
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Review of the Rezoning Cases heard by the Planning Board on December 6, 2016

That the Board take the following action concerning the rezoning cases heard by the Planning Board on December 6, 2016:

A. Review and either adopt, modify, or reject the Planning Board's recommendations for Rezoning Cases Z-2016-10, Z-2016-12, and Z-2016-13 or remand the cases back to the Planning Board; and
B. Authorize the Chairman to sign the Orders of the Escambia County Board of County Commissioners for the rezoning cases that were reviewed.

1. Case No.:	**Z-2016-10**
Address:	Beulah Road, 10035 Beulah Road, 10000 BLK Beulah Road, 10000 BLK Rebel Road
Property Reference No.:	06-1S-31-1101-006-001; 06-1S-31-1102-000-001; 06-1S-31-1102-000-000; 06-1S-31-1102-000-003
Property Size:	26.58 (+/-) acres
From:	LDR, Low Density Residential district (four du/acre)
To:	MDR, Medium Density Residential district (10 du/acre)
FLU Category:	MU-S, Mixed-Use Suburban
Commissioner District:	1
Requested by:	Joe Rector, Agent for John & Margarita Berry, Charles & Shirley Rettew, and John & Angela Russo, Owners
Planning Board Recommendation:	Denial
Speakers:	Dolly Gibbons, James LaClaire, Craig Gilmore, Wesley Jarman, Celena Jarman, Mary Mungall, Theresa Blackwell, Elizabeth Steck, Joe Rector

2. Case No.:	**Z-2016-12**
Address:	599 Fairfield Drive
Property Reference:	12-2S-31-1403-000-004
Property Size:	1.15 (+/-) acres
From:	HDR, High Density Residential district (18 du/acre)
To:	Com, Commercial district (25 du/acre, lodging unit density not limited by zoning)
FLU Category:	MU-U, Mixed-Use Urban
Commissioner District:	1
Requested by:	Wiley C. "Buddy" Page, Agent for Frederick and Dorothy Bousquest, Owners
Planning Board Recommendation:	Approval
Speakers:	Robert Heinicke, Susan Tan, Buddy Page
3. Case No.:	**Z-2016-13**
Address:	6013 Hilburn Road
Property Reference:	29-1S-30-1504-000-000
Property Size:	1.52 (+/-) acres
From:	HDR, High Density Residential district (18 du/acre)
To:	Com, Commercial district (25 du/acre, lodging unit density not limited by zoning)
FLU Category:	MU-U, Mixed-Use Urban
Commissioner District:	3
Requested by:	Wiley C. "Buddy" Page, Agent for Shaun Romero, Owner
Planning Board Recommendation:	Approval
Speakers:	Buddy Page

BACKGROUND:

The above cases were owner initiated and heard at the December 6, 2016, Planning Board meeting. Under the Land Development Code (LDC) Chapter 2, Article 7, “the Board of County Commissioners, at its scheduled hearing shall adopt, modify, or reject the recommendation of the Planning Board or SRIA or return the rezoning case to the board with instructions for additional facts or clarification. The staff of the recommending board shall inform the board of all formal actions taken by the BCC on the rezoning request.

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

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

Attachments

Z-2016-10
Z-2016-12
Z-2016-13

Z-2016-10

ESCAMBIA COUNTY PLANNING BOARD
QUASI-JUDICIAL HEARING

Case #: Z-2016-10
Applicant: Joe Rector, Agent for John & Margarita Berry, Charles & Shirley Rettew, and John & Angela Russo, Owners
Address: Beulah Road, 10035 Beulah Road, 10000 BLK Beaulah Road, 10000 BLK Rebel Road
Property Size: 26.58 (+/-) acres
From: LDS, Low Density Residential district (four Du/acre)
To: Com, Commercial district (25 du/acre, Lodging unit density not limited by zoning)

A public hearing was held in the above-styled cause before the Escambia County Planning Board on the 6th day of December 2016, commencing at approximately 9:10 a.m., at the Escambia County Central Office Complex, 3363 West Park Place, Room 104, Pensacola, Florida, reported by David A. Deik, CP, CPE, Professional Reporter.

PLANNING BOARD

BOARD MEMBERS PRESENT:

WAYNE BRISKE
Chair

TIM TATE
Vice Chair
REID RUSHING
At-Large

JAY INGWELL
District 1
EDWIN HOWARD
At-Large

TIMOTHY PYLE
District 2
PATTY HIGHTOWER
School Board

STEPHANIE ORAM
Navy

PLANNING BOARD STAFF:

Meredith Crawford, Esq.
Assistant County Attorney
Horace Jones, Director
Caleb MacCartee
John Fisher
Kayla Meador

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PROCEEDINGS

THE CHAIRPERSON: We will move directly into our next case.

Mr. Rector, are you going to stick around for the next one? I don't want you to go too far.

Okay. Our next case is Z-2016-10.

Mr. Joe Rector is the agent for John and Margarita Berry, Charles and Shirley Rettew and John and Angela Russo, who are the owners.

Beulah Road, 10035 Beulah Road, 10000 block of Beulah Road, 10000 block of Rebel Road; property size of 26.58 acres.

Asking to be rezoned from low density residential district, four dwelling units an acre, to medium density residential district, 10 dwelling units per acre.

Members of the Board, on this case, I will ask if there's been any ex parte communication between you, the applicants, agents, attorneys, witnesses, Planning Board members or anyone from the general public.

Also ask if you have visited the subject property. Please also disclose if you are a

relative or a business associate of any of the parties.

Ms. Oram.

MS. ORAM: Again, no to all.

THE CHAIRPERSON: Thank you.

MS. HIGHTOWER: No to all.

MR. PYLE: Tim Pyle. No to all. Familiar with the location of the property.

THE CHAIRPERSON: Mr. Howard.

MR. HOWARD: Edwin Howard. No to all.

THE CHAIRPERSON: Chairman, no to all.

Mr. Tate.

MR. TATE: Tim Tate. No to all.

MR. INGWELL: Jay Ingwell. No to all. Familiar with the property.

MR. RUSHING: Reid Rushing. No to all.

THE CHAIRPERSON: All right. Thank you.

Staff, was notice of this hearing sent to all interested parties?

MS. CRAWFORD: Yes, sir.

THE CHAIRPERSON: And was that also correctly posted on the subject property?

MS. CRAWFORD: Yes, sir.

THE CHAIRPERSON: Okay. Mr. Rector, if there are no objections, we'll ask the staff to

present the maps and the photography for the property.

MR. RECTOR: All right.

THE CHAIRPERSON: He's indicated he's okay with it. Let's go ahead and do that.

MR. MacCARTEE: Caleb MacCartee, development services, urban planner.

Here we have a location map showing the parcel in question on Beulah Road and the other side of it, extending out to Rebel Road.

Here is our 500 foot zoning map, our future land use map, our existing land use here, and the aerial with some spots of wetland located throughout the area.

This is our notice of public hearing. There were two separate signs placed on the property, one on Rebel Road, so this was on Rebel.

This is looking west from the site across Rebel Road. Looking northwest from the site across Rebel Road. Of course, looking onto the site east across Rebel Road. Looking southeast onto the site across Rebel. And looking northeast onto the site across Rebel. This is looking north along Rebel.

And here's the second public notice sign that was located on Beulah Road. This is looking onto the site from Beulah. Looking southeast from the site, Beulah Road. Looking southeast from the site across Beulah Road. And looking east from the site across Beulah Road. Looking north along Beulah. And looking west towards the site across Beulah.

And this is our 2500-foot radius map obtained from the county property appraiser. And that concludes our maps.

THE CHAIRPERSON: Okay.

MR. MacCARTEE: And photographs.

THE CHAIRPERSON: Thank you, Caleb.

Mr. Rector, if you'll come forward, please. Sir, you've previously been sworn in, and you still are under oath.

But for this case, if you'll please state your name and address again for the record.

- - -

JOE RECTOR

Having been previously duly sworn, was examined and testified further as follows:

- - -

MR. RECTOR: My name is Joe Rector. I'm

with Dewberry, Preble-Rish. My address is 25 West Cedar Street, Pensacola, Florida.

THE CHAIRPERSON: All right. Thank you, sir.

Have you received a copy of the rezoning hearing package with the findings of fact?

MR. RECTOR: I have.

THE CHAIRPERSON: All right. Do you understand that you have the burden of providing substantial, competent evidence; that the proposed rezoning is consistent with the comprehensive plan, furthers the goals, objectives and policies of that plan; and is not in conflict with any portion of the Land Development Code?

MR. RECTOR: I do.

THE CHAIRPERSON: Yes, sir. Please proceed.

MR. RECTOR: Okay. The subject property that is in discussion here, as you'll notice, is an assembly of about four tracts to make this one submittal that is before you.

A couple things I want to get out of the way and kind of clarify up front on this that I think makes people nervous. Whenever they see a

Page 9

1 request for this rezoning, it says -- the bold
2 headline says, "From LDR" -- low density
3 residential, four units per acre -- "to medium
4 density, residential." And everybody
5 immediately gets scared.
6 They're saying, "This is 26 acres.
7 There's going to be 260 units in here. Oh, my
8 God."
9 And the challenge that we find ourselves
10 in, as representatives for developers that are
11 trying to do projects in this area that are
12 bringing -- bringing development in here for
13 housing for Navy Federal Credit and everything
14 is that there is not a clear mechanism in the
15 current Land Development Code to accommodate
16 what -- the product that the homebuilders that
17 are looking for now is, and that's a 60-foot
18 home pad.
19 If you look to the -- just to the east on
20 this map, and you see the MDR that is across the
21 street just to the -- to the southeast corner,
22 and then also north of Frank Reeder, but then
23 also the LDR that's in the corner of Beulah and
24 Frank Reeder, it's all developed in various
25 sizes of 70 and 65, 62, various different sizes

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1 of lots.
2 But with the changes in the Land
3 Development Code, there's not -- Used to we had
4 five different categories. You could go from --
5 You know, you could get down and -- and get the
6 size lots needed but not be scaring everybody
7 with this 10 units per acre.
8 The reality is there will not be 260 units
9 on this piece of property. You couldn't get 260
10 units on this property. So the 10 units per
11 acre is a moot point, even though my challenge
12 is, is that it's on there as -- as in that
13 zoning.
14 And so that's why we come before you with
15 this to not try to get density because the -- as
16 you can see in the package -- and I know it's
17 not part of the consideration, but it's an
18 attachment in the package that we submit to,
19 just to convey the intent, is that even under
20 the current zoning, four units per acre, there
21 was a plan to do 78 lots in there. That doesn't
22 exceed the four units per acre that it's
23 currently zoned for.
24 The only thing that they're trying to
25 accomplish is being able to get the 60-foot

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1 building lots. So that's why we're before you
2 to ask for the MDR. It's not to get 10 units
3 per acre. It's to go to a 60-foot lot because
4 you can't -- you don't have a -- you don't have
5 mechanism to be able to do the 60-foot lot under
6 LDR.
7 So I just wanted to get that kind of up
8 front because I know that's the thing that -- in
9 previous times up here, that's what kind of
10 worries everybody. And that's not the idea
11 here.
12 The various different considerations that
13 have to be met, you know, about the consistency
14 with the comp plan, we agreed -- you know, the
15 county agrees with us, as well in their report,
16 that it is consistent. It's land -- it's
17 residential land use. It's a residential land
18 use.
19 We have similar other types of
20 developments that are in the close proximity of
21 this area.
22 It's an area that's changing because there
23 are thousands of jobs coming to Navy Federal
24 Credit, and people are looking for places to
25 live out there. And that's what -- you know,

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1 the attempt for this is to provide, you know, an
2 option there in that area.
3 The consistency with the Land Development
4 Code, the one -- the one part here where it was
5 saying that the findings was that it was not
6 consistent because that it would result in an
7 isolated zoning district, I mean, it's -- it's
8 really, though, if you look at the map and you
9 see the isolated to the north, the isolated to
10 the -- just to the east, I mean, it's -- it's
11 changing.
12 And so the first one in or the second one
13 in is always going to be considered isolated,
14 but we're really in between two other ones that
15 are already MDR.
16 And so it's my opinion not really a
17 stretch, if you're looking at that, to say that
18 it's not isolated. It's a trend that is taking
19 place there that demonstrates that this is the
20 move that is happening in that area.
21 And again, those others that are currently
22 MDR are not, you know, 10 units per acre there
23 because of the size of the lots that they have
24 in there as well.
25 And that goes consistent in here with the

next comment about the changing addition. Because these are large open parcels right now that are undeveloped.

I mean, that changing addition is the fact that housing is needed and is going in in this area. And, you know, that Beulah Road -- and part of our package, you know, we talked about how that, you know, the county has plans, the state has plans, upgrades.

The interchange that we talked about previously that is going to end up at I-10, that corridor is changing. And housing and development is coming to that area.

And it's being driven by the huge economic engine of this community, which is Navy Federal Credit. And it's a -- you know, there's a huge tax base being generated there for the county.

And again, back to the next criteria with the development patterns. Again, we agree that it is consistent with what the county said, that it would be a logical and orderly development pattern because, as we've said before, that pattern is occurring on that Beulah Road corridor. And it is.

And it is growing toward I-10 in that

direction. And it's consistent with that pattern that is -- that is growing out there at that time.

So I don't want to keep you too long. I just wanted to kind of just touch on those few things. The main thing was the -- you know, to understand that we had -- that looked at -- when you make the rezoning decisions, you have to look at it from the whole, like look through it.

But, you know, I just want to plead our case, that the reason why we come and ask for the MDR is because it's the only option that's afforded to us currently in the Land Development Code to go from a 70-foot wide lot to anything -- any variance from that. You have to go to -- you have to get it rezoned. So that's why we're -- that's why we're here. And hope you would consider that whenever you're. . .

Thank you.

THE CHAIRPERSON: All right. Who will be presenting for the staff?

MS. CRAWFORD: Caleb.

MR. MacCARTEE: That's me.

THE CHAIRPERSON: State your name.

MR. MacCARTEE: Caleb MacCartee, urban

planner.

Just to reiterate with Mr. Rector -- I'll just start off with the first, consistent with the comprehensive plan, whether the proposed rezoning is consistent with the comprehensive plan.

We state that the proposed amendment to MDR is consistent with intent and purpose of FLU category, mixed use suburban.

Mixed-use suburban range of uses allows for residential, retail sales and services, professional office, recreational facilities, public and civic, while promoting efficient use of existing roads, utilities and services, infrastructure.

The comprehensive plan allows for higher densities in the MU-U and the MU-S FLU categories. Okay.

For criteria to be consistent with the Land Development Code --

THE CHAIRPERSON: Let me interrupt.

MR. MacCARTEE: Bring it up on the screen, too, please.

Anytime you-all are presenting, I'd like for you to bring up what you're kind of reading

from so that members of the public can see it, too.

MR. MacCARTEE: Yes, sir, Mr. Chairman. Thank you.

THE CHAIRPERSON: Go ahead, sir.

MR. MacCARTEE: For criteria B, whether the proposed amendment is in conflict with any portion of the Land Development Code. We go on to list what the uses are for LDR. Very similar to MDR for the proposed rezoning.

Main change is the density there, going from the four dwelling units to the 10 dwelling units.

The findings that the proposed amendment is not consistent with the intent and purpose of the Land Development Code, the proposed rezoning results in an isolated zoning district of MDR surrounded by LDR.

Continuing on, criteria C, compatible with the surrounding uses. The findings, the proposed rezoning did -- the surrounding uses in the area, all parcels within the 500-foot radius impact area for zoned low density, residential.

Existing uses in the impact area consist of agricultural and single-family dwellings,

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with the parcel size ranging from 0.01 acres to 19.37 acres.

We also have some language from our County Transportation and Traffic Operations Division staff that the existing right-of-way along Rebel Road is unknown at this time. The amount needed will be determined in development review committee submittal to right-of-way width for a local road, is 66 feet. Therefore, up to 33 feet may be required along Rebel Road to meet the right-of-way requirements.

For criteria D, changed conditions, whether the proposed rezoning would apply -- has changed or is changing to such a degree that public interest to encourage new uses, density or intensity in the area through rezoning, staff found no changed conditions that would impact the amendment to the property.

Criteria E, whether the proposed rezoning would contribute to or result in a logical and orderly pattern. We found that the proposed amendment would result in a logical and orderly development pattern, and the amendment would allow for single-family dwellings that would be compatible with the surrounding area.

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Finally, criteria F, the effect on the natural environment. Our findings indicate that there were wetlands, and hydric soils were 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 to the natural environment.

That concludes our findings for that case.

THE CHAIRPERSON: Okay. I have a quick question for you. If we could go back to the map, please, that shows the land uses.

In previous cases, when we had things like this, we had asked the staff to research the -- Let's go back to . . . yeah, the zoning, actually. I'm sorry. We had asked the staff to kind of tell us about these other areas around it.

Do we have any information on when those may have gone to MDR? Any background information for the Board?

MR. MacCARTEE: I think it may have been the MDR. I'm pretty sure there to the south was actually -- This whole area where the site was located was once zoned RR.

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And the other portion of the property was zoned G under the previous Land Development Code. When it was updated, all that went to LDR. The MDR location I believe was zoned R2, so when the Land Development Code was updated, I believe it went to MDR.

THE CHAIRPERSON: Okay. So that's been there for quite a while.

MR. MacCARTEE: Yes.

And I'm not sure when that subdivision was established, or anything like that.

THE CHAIRPERSON: Okay.

The other question is, I know we've discussed this in the past for us, but the applicant's testimony was that there's no other vehicle for lot width changes.

I thought we had talked about the Board of Adjustment being able to do, like, large blanket-scale . . .

MR. JONES: Board . . . According to the final plat, everything has to be -- it has to be conforming, so you cannot go with intent -- the final plat. There's going to be deviations to -- to -- to -- to the final plat. Got to be conforming to.

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Now, if they would have came in earlier, later on with the entirety, they -- they probably could have -- before they started the plat process, gotten it done. But during the platting and -- and everything, need to be conforming.

Now, there is a mechanism for that if they decide to do it. It's the public.

THE CHAIRPERSON: Right.

MR. JONES: If they want to do a planning or development, which the Planning Board looks at these, there will be a site plan analysis by the Planning Board. They will be asking for some -- for some things, and they will have to give us some enhancements to that development, if they would like to do a --

THE CHAIRPERSON: Kind of a give and take.

MR. JONES: Yes, sir.

THE CHAIRPERSON: The developer gives certain things, then the county in return . . .

MR. JONES: Yes, sir.

THE CHAIRPERSON: . . . offers. Okay.

Back to the variance process.

You said that before the plat submittal they could have asked for variance on lot size?

MR. JONES: Yeah. But again, we like for the plats to be clean. We like for -- Because no one like to go on with the -- with a plat on a -- buy a lot that you got a family stayed on. We -- We would like for the -- like for the plats to be as consistent as they possibly can, with all of the proper lot size and lot width. There's conforming to what the zoning allows for. But again, the best alternative would be the PUD process.

MR. TATE: Alternative other than rezoning.

MR. JONES: Yes, sir. Thank you, Mr. Tate.

THE CHAIRPERSON: Okay. All right.

I just wanted to make sure I was clear on that.

MR. JONES: Yes, sir.

THE CHAIRPERSON: Mr. Rector -- I'm sorry. Go ahead, sir.

MR. PYLE: Question from a younger, less experienced board member to the more experienced Horace.

The absence of a vehicle, as is stated, was that not somewhat intentional to avoid

exactly what we're looking at, which is -- sorry to use the term -- but a spot zoning type of thing?

And I'm not arguing with the logic of the applicant. It's obvious that there's something that needs to be done out there.

However, it appears to me when we go down this road, we'll be doing this at every meeting that we meet. Maybe I'm wrong.

MR. JONES: No, no. No, Mr. Pyle. You are correct. That's part of the avenue to -- to prevent.

As you know, before we had the rezoning, we had to draw wide densities, categories. When we did consolidation, we couldn't make no adjustments to those things. When we cut down zoning, those categories. That would have been a down zoning, so that's why we had to consolidate appropriately, so . . . But that's the purpose of this, is to prevent -- is to prevent spot -- spot zoning or isolated zoning district.

Again, it's up to the -- the -- the -- the applicant to present their case before the Planning Board. And the Planning Board, they

could -- they could make their decision to allow for this, if they feel like the surrounding area is consistent or -- or there's a pattern, but we just have to present to them what the Land Development Code says.

THE CHAIRPERSON: Okay. Mr. Rector.

MR. RECTOR: I'd just like to clarify one thing. I was confused about the direction that you went about talking about a final plat because this project is like far, far, far, two years down the road, from final plat. This is the first step.

I mean, about -- talking about how we would not want to, you know, get to the final plat and have the discrepancies and the inconsistencies, I mean, that's going to be vetted out in preliminary plat review, engineering plat review, and then eventually final plat review.

THE CHAIRPERSON: Cart before the horse.

MR. RECTOR: Way, way, way down the road. So that really doesn't have any relevance to this particular process.

THE CHAIRPERSON: I think he was responding to my question --

MR. JONES: Yes.

THE CHAIRPERSON: -- about whether or not the Board of Adjustment could do a blanket variance on lot size because the Board of Adjustment's responsibility is to do variances on things.

MR. JONES: And we cannot.

MR. RECTOR: But would they do that --

MR. JONES: No, sir.

MR. RECTOR: -- before the fact or after the fact?

MR. JONES: That's what -- that's -- that's why I was saying it was very challenging for that to -- to be done by the Board of Adjustment. That's not . . . That's really not their duties, to present a blanket variance for an entire final plat.

THE CHAIRPERSON: Right. Okay.

I guess it caught my attention when the applicant said there was no other avenues to get it done other than a rezoning, but --

MR. RECTOR: But that's -- that's my point, that that -- that conversation about the Board of Adjustment would be if we were supposed to do all a certain product in there, and got to

the end and we had not done it correctly, and we had a nonconforming lot. Then we would go to the Board of Adjustment. That option is not available at this stage.

THE CHAIRPERSON: I gotcha.

MR. RECTOR: So that's why this was the option that was available to us at this stage.

THE CHAIRPERSON: Okay.

MR. JONES: Right.

THE CHAIRPERSON: Can we just bring them back up? I believe it was criteria B. Was that the one that was inconsistent?

MR. JONES: Yes.

MR. MacCARTEE: Yes. We stated that is not consistent with the LDC, Land Development Code, due to the isolated nature that it would create.

THE CHAIRPERSON: We always struggle with this, whether it's isolated or the surrounding area is --

MR. TATE: Mr. Chairman, I mean, I'm not -- It's hard to tell, looking at these things, but it appears that there are several LDR-zoned areas that are actually MDR in their use.

VOICE IN THE AUDIENCE: Right.

MR. TATE: And that's -- that's -- We had the same issue with the old code, too, when it was R1, R2, R3. Usually it was the reverse. Usually when something was done, it was zoned for R4, which was -- the final product was an R1.

MR. JONES: Yes.

MR. TATE: This is a little bit of the opposite. It's the same thing. Those are existing neighborhoods built to a certain extent and got the -- You know, they're just -- Through the application of what they were, R2 or R whatever, the LDR and/or MDR and/or HDR was applied. And so we're looking at in-use LDR sites very close by that are also -- Well, they may be zoned LDR. They're actually an MDR setup.

THE CHAIRPERSON: Well, it's actually more related to the MDR. Okay.

Any other questions right now from the Board to staff or Mr. Rector? Give them both a chance to come back in a moment. Okay.

We're going to open the public comment portion of the hearing. I'll ask our staff to

bring up our timer, and also we're going to bring up the criteria so that you have a guide for which to speak on.

For those members of the public who are going to speak on this matter, please note that the Planning Board bases its decisions on the approval conditions and exceptions described in 2-7.2 of the Land Development Code, which are on the board. You'll see them as criterion up there.

During our deliberations, the Planning Board does not consider general statements of support or opposition. Accordingly, please limit your testimony to one of these criteria described in 2-7.2.

Please also note that only individuals who give testimony on the record at this hearing will be allowed to speak at the subsequent hearing before the Board of County Commissioners.

This always comes up, so I'll just say it ahead of time. Opinion testimony would be things like, "This new subdivision is going to lower my property value."

Unless you're a licensed Realtor, a real

estate appraiser and you can professionally say that it's going to lower your value, that's an opinion. It may not. It may increase your value, unless you know.

So you have to keep your comments consistent with one of these criteria, and that's the only things that we're allowed to consider.

We're not even allowed to consider what they may possibly do on the project. You have to consider anything that would be allowed in the MDR. Okay. And that's just the nature of what we're charged to do here.

So with that, I'm going to call our first speaker. And just to expedite things, when you come up, please be sworn in, and then state your name and address for the record before you begin speaking, please.

Dolly Gibbons. You're in the hot seat.

- - -

DOLLY GIBBONS

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

- - -

THE CHAIRPERSON: Pull the mike toward you

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so we can hear you.
MS. GIBBONS: Okay.
Well having listened to all this, I'm more confused than I was when I got here.
THE CHAIRPERSON: Go ahead and give us your name and address first.
MS. GIBBONS: Dolly Gibbons of 9980 Rebel Road.
I adjoin this property on the south of -- along . . . well, 500 feet into where it makes that little box.
THE CHAIRPERSON: Okay.
MS. GIBBONS: So I'm pretty directly affected by what's going to happen out there.
My concerns were about traffic, the fact that we have little -- a lot of traffic on Rebel Road that is . . . They think of the speed limit as an inconvenience mostly.
We have children walking, biking, riding their horses; grownups walking. And it's a little dangerous out there. And I just fear for 80 more cars being in the traffic area.
And, of course, as I'm directly next to all of this, it concerns me about the impact it may have on the quality of life. That's down in

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the other part of the pamphlet.
But I'd like to be a good neighbor, but I'd like for them to be good neighbors also.
And the trees between us are some concern to me also. I have a fair amount of tree buffer, but I have to be very sure that they're not going to infringe on my trees and my environment, and my family. Thank you.
THE CHAIRPERSON: Thank you.
Horace, this might be a good time for you to explain to the public about the development review process and what might happen if this property is rezoned. This is going to happen with any development on the property, not just if it's rezoned, but any development on the property.
MR. JONES: Yes, sir. Yes, yes, yes. As -- as -- as the Chairman stated -- Horace Jones again -- if this property is rezoned, approved by the -- for rezoning, it would have to have what we call a site plan review process, or we call it DRC, but really a site plan process, where all of the site plan review is -- by stormwater people. I have stormwater people. I have environmental people. I have my -- the

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plat people, the surveys, planning, zoning, traffic. Traffic.
We'll take a look at this specific development, this specific proposal, and to see how this project will have to be compliant with what the Land Development Code says, as related to those requirements for traffic, stormwater, environmental, all of those things.
But it got -- it got to be -- And that's for any kind of commercial development. This is not -- this is not commercial development, but for any type of residential development or commercial development, the site plan process will be necessary.
So right now we're at the 30,000 foot level. If it's approved, it got to come down to wheels and quarter [sic]. We need details on how this site will -- will be -- will be working back and forth, with the engineer of record. And you got to comply with all the requirements at that point.
MS. CRAWFORD: Did that become a matter of record that we can address?
MR. JONES: Yes, ma'am.
THE CHAIRPERSON: Okay. Yes, that is a

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public process. And as Horace stated, any development. The developer . . . Right now, the owner has development rights right now as it sits. They can go in and go through that process without coming here because they're allowed to develop the property. They would still go through that DRC process.
MR. JONES: Yes.
THE CHAIRPERSON: If the rezoning is recommended for approval and then approved by the Board of County Commission, they still have to go through that same process. Okay?
There's a little different criteria on the lot size maybe or how the layout of the property, but they still have to go through that process. So that would happen either way, if they're developing the property.
So we just want to make sure you understand all those things, like the traffic and the concern about effects on the natural environment, wetlands, trees. All those things are looked at during that process. It's a very in-depth process, and it is open to the public.
So how is the notification done on that, Horace?

MR. JONES: At this -- at this juncture, I will -- we will just have to -- just -- there will be a sign posted, and -- and -- and -- and we try to make sure when these projects come here, we try to notify the surrounding people.

It's not -- it's not required of us to do that, but we tell them, please be informed; and if you have any questions, contact us anytime. If a person come out there removing a tree and you think of us, you can call us, and we'll -- we'll give you all of the plans on this project, if it is approved and if it is submitted.

MS. CRAWFORD: Who is us?

MR. JONES: Us. You can call me, Development Service Department. I don't mind giving my -- my county number.

MS. CRAWFORD: Okay.

MR. JONES: Okay. For the public, for the record. 850-554-8210. I have this phone attached to me at all times.

THE CHAIRPERSON: Horace will respond to you. I'll give him credit for that.

Okay. Our next speaker is James LaClaire.

- - -

JAMES LaCLAIRE

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

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THE CHAIRPERSON: Name and address for the record, please.

MR. LaCLAIRE: My name is Jim LaClaire, 200170 [sic] Rebel Road.

THE CHAIRPERSON: Go ahead, sir.

MR. LaCLAIRE: I'm a little nervous.

THE CHAIRPERSON: That's all right. Tell you that. We are, too.

MR. LaCLAIRE: Well, my primary concern is hydrology. I live on the -- Now, the north, south, east and west gets a little confusing to me.

MS. CRAWFORD: North.

MR. LaCLAIRE: I live on the north side -- the northwest side.

MS. CRAWFORD: Can we fix the microphone? Yes, sir. His microphone does not work near as good as your microphone.

THE CHAIRPERSON: Speak directly into it. You almost have to --

MR. LaCLAIRE: Okay.

THE CHAIRPERSON: -- speak directly into it.

MR. LaCLAIRE: Is that better?

THE CHAIRPERSON: Yes. Okay.

MR. LaCLAIRE: You were going to bring up the map.

THE CHAIRPERSON: Yeah. He wanted to bring up the map to show where he's located.

MR. LaCLAIRE: I'd be -- I'm in the northwest corner.

THE CHAIRPERSON: Okay. So off of Rebel Road.

MR. LaCLAIRE: Yes, sir. Right there.

THE CHAIRPERSON: Okay.

MR. LaCLAIRE: I'm -- Yeah, off Rebel Road, I'd be the property just north of the property in question.

THE CHAIRPERSON: The L-shaped property there. Okay.

MR. LaCLAIRE: Yes, sir.

THE CHAIRPERSON: Go ahead.

MR. LaCLAIRE: And my property is the only property that I know of on that side of the street that has a retaining pond. And my

retaining pond in -- in normal -- I'm really nervous. And I apologize. I try to pick a friendly face, but I can't find it.

(Laughter.)

MR. LaCLAIRE: So my retaining pond on the northwest corner of that property in question can rise or fall literally four to six feet.

And I think -- Well, I know for sure that the land -- or the hydrology issue in that -- that part of the property, the water will literally come from that property into my retaining pond, which is okay by me, as long as it doesn't affect my house.

And it -- the -- like after Hurricane Ivan, it's come within inches of coming in my house. And my pond has gone up four to six feet, and I can prove that with photographs.

So I think this is a huge issue that needs to be addressed before that particular part of the property is developed in any way, shape or form. And not only does it affect me. It affects my neighbors as well.

And once my retaining pond becomes full to capacity, it goes to the -- I guess that would be the west -- onto my neighbors' property. And

there's several neighbors that the water literally comes within inches of their house during the stormwater problems -- issues, hurricanes, so on, and so forth.

And I know it's been addressed by the county several times to come out and try to do something with that -- that water problem, where it goes across the road in many places on Rebel Road.

And I just want to be on record that it has -- that I've -- I've brought it up, and that if developing this property affects me in a negative way, that I have some recourse. That's my primary concern.

If there's anything else I need to say, then it would be wildlife. Wildlife is a big deal. I can go out my back door and see deer on that property any given morning.

And hawks. I've had people from the University of West Florida out there. And, you know, asked them what -- what they're doing. And they're studying hawks and fledglings. You know, so that's another issue, I would, you know, like for you to consider.

THE CHAIRPERSON: Okay. All right. Thank

you, sir.

I will say one thing, that as part of that process that Horace was explaining, the subdivision -- if they decide to develop it into a subdivision or any kind of development, they will have to address their stormwater. They have to control their own stormwater.

MR. LaCLAIRE: Mm-hmm.

THE CHAIRPERSON: They have to really control discharge of the stormwater and even stormwater coming onto the property because it's their responsibility to control that.

So it won't just be allowed to let it go into your properties. They'll have to control it. And that's all done through the engineering of that property.

So . . . I'm not an engineer, and I can't tell you, but it may actually help the process if they do improvements on that property. It may help with some of the stormwater.

MR. LaCLAIRE: Mm-hmm.

THE CHAIRPERSON: Instead of it all just running right over to you, they may have to do something, build their own pond or something there that would require it. That's all up to

the engineers to review and look at. That's all part of that process that Horace was discussing.

MR. LaCLAIRE: Okay.

MR. JONES: And I would like to add, Mr. Briske, now if you're -- if current -- if you're having current problems out there, I will suggest to you that you contact your Commissioner District Office, and -- and -- and they can address to see if there's any remedies concerning the current -- If you're having some current drainage issues out there, contact your Commission Office and let them know.

MR. LaCLAIRE: They have been contacted. They've been out there. There's been several engineers, people that have come up to my house to ask me what's going on; you know, what can we do to help it.

I have friends that, you know, work for the county that said they've seen personally what's been going on. And it -- I guess it's not cost efficient to try to move that water, and it's not affecting that many people. Whatever. But the county's been out there on 10, 20, 30 times since I've lived there in 25 years.

MR. PYLE: If you were nervous, you articulated your case very well.

I think it's brought to my mind exactly what the Chairman said about a project in my area, Perdido, where those type of issues are really bad.

And development came in. And what happens is, the county makes it incumbent upon the developer to say, "Okay. You have the privilege of building here. However, you're going to make this a better situation for the surrounding areas."

The neighbors were very suspect, but when all is said and done -- This was a rod and reel club that I'm specifically thinking about, that it alleviated a great number of problems for development on that property.

I'm not saying that's going to happen in every case. I would assume they have a leverage when somebody comes up. Sounds like y'all aren't necessarily opposed. There's more of a concern of what is going to go there and what will happen to your property.

Again, it goes back to the process where they have to go through -- You know, every

1 developer has to go through a number of stages
2 before he gets out there.
3 And part of that will be, for instance,
4 traffic. If they deem a traffic light -- I'm
5 not saying that property is even in the area of
6 that, but they would make that development pay
7 for it. It's just an example.
8 But -- and -- or if there was some, like
9 you said, the water and how it is treated prior
10 to going elsewhere or shedding on another
11 property. How it's done. They're going to make
12 them -- cost for that.
13 And so it's just a -- I mean, it's a very
14 good point. But like you said, I think they
15 definitely have to go through the wringer before
16 they get to the point where they're going to
17 start to turn over.
18 MR. JONES: Also, too -- Thank you for
19 that. After April -- April, that large rain
20 event that we had, the county really became
21 more -- more -- even more engaged until the
22 issues of stormwater and rainwater, and how it
23 has controlled.
24 We moved to have a 100-year flood event.
25 It was 25-year, so -- so that really, really

1 made a substantial impact on us. But if they --
2 if they come in and approve this, they're going
3 to have to meet all of the higher standards.
4 And the standards are definitely more rigorous
5 now.
6 MR. LaCLAIRE: Thank you. And thank you
7 for saying that.
8 And -- and I had considered that. My wife
9 and I thought that, you know, if we do have
10 development come in here -- And we're -- we're
11 not opposed to it. We're -- we're actually
12 grateful and thankful that we've had 25 years
13 there, you know, just looking at a beautiful
14 25-acre property over there.
15 But we understand that -- that, you know,
16 progress is inevitable. And I appreciate your
17 comment on the stormwater thing. We had
18 considered that it may make it a lot better for
19 us, but I just wanted to be on record that --
20 MR. PYLE: Absolutely.
21 MR. LaCLAIRE: -- it is a problem. It's a
22 problem now. The land over there can't sustain
23 itself as it is. And we just . . .
24 MR. PYLE: It's right to say it here, as
25 he said earlier, that if it goes for whatever

1 shape, form or fashion, that you should carry
2 that into Board of County Commissioners' meeting
3 and express the same sentiments, so that it's
4 certainly -- I mean, no one's going to
5 intentionally, you know, sweep that under the
6 rug, but it's certainly -- it would be advised
7 to have your -- talk about recourse. It would
8 be advised to be on the record here and with the
9 Board of County Commissioners -- I'm not an
10 attorney -- but to have it on record that that
11 is your concern.
12 THE CHAIRPERSON: Thank you.
13 MR. LaCLAIRE: I won't be so nervous next
14 time.
15 THE CHAIRPERSON: You did great. Thank
16 you, sir.
17 MR. LaCLAIRE: Thank you.
18 THE CHAIRPERSON: I would recommend also
19 if we have a big rain event, take pictures of
20 what's going on because by the time the county
21 folks get out there, the water's probably
22 already gone, and hard for them to see what's
23 really going on. So when it's happening, take
24 pictures or videos so they can see the flow of
25 the water, and where it's going, and everything.

1 That will help them. So . . . Okay. Our next
2 speaker, Greg Gilmore.
3 - - -
4 GREG GILMORE
5 upon being duly sworn, was examined and
6 testified as follows:
7 - - -
8 THE CHAIRPERSON: Name and address,
9 please.
10 MR. GILMORE: Greg Gilmore. Can you hear
11 this?
12 THE CHAIRPERSON: Yes.
13 MR. GILMORE: 6285 Frank Reeder Road.
14 THE CHAIRPERSON: Go ahead, sir.
15 MR. GILMORE: All right. My property
16 adjoins to the north of the development, of the
17 proposed development.
18 And I understand what Mr. Rector was
19 saying about everybody getting panicked when
20 they see 10 units per acre.
21 And that's why I'm here because we're --
22 it's kind of a cart-before-the horse thing, I
23 guess. We're here completely in the blind. We
24 get this letter.
25 It says he wants to move from 4 to 10.

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That's 260 units right behind me. That's 500 cars, thousand kids, and whatever comes with it. And I realize that that's not been platted. And I'm learning a lot about this process this morning.

But as you know, with the Navy Federal coming out there, it's a zoo out there right now. And I know it's not going to get any better, but 260 houses behind me is too much.

And I know he said he's not going to do that, but if it gets passed, where is it going to stop? Is he going to stop it in the next platting process? I don't know.

But if he has four dwelling units per acre, I'm not trying to stop that because it's his property. It's their property. And I understand that. If that's the way it's zoned, that's the way it's zoned.

But to change it to 10, to me is just unacceptable out there. And it's just the weird-shaped property. And I know that the whole east side is wet, so that pushes everything to the funny little hiccup in the middle. So in any event, that's what I want to say.

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MR. TATE: Those things that you just pointed out right there are the difficulties in him even trying -- any developer to get that 10 dwelling units an acre, when you think about the street that has to go in somewhere, the stormwater drain.

MR. GILMORE: Well, I understand that.

MR. TATE: Unless you go up, and that's --

MR. GILMORE: And that's why I'm here because if you go up, you're looking right in my back yard.

MR. TATE: Can you go back to the uses -- allowable uses in LDR?

MR. GILMORE: Well, but if it goes to MDR --

MR. TATE: Well, I'm -- I'm just --

MR. GILMORE: D because I have that here.

MR. TATE: Yeah. And -- and it's just --

MR. JONES: And -- and -- and just -- just to add, you -- you are correct. The gross density is 10 to 20 units per acre. That is the gross.

But -- but as Mr. Tate was commenting on, by the time they come through my process -- Because you can't. The lot is severely

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constrained with the shape of the lot. That is -- that is a factor.

You put the roads in. You put the lots -- Going to have an appropriate lot width. When you put all that. They can't be -- The houses got to have setback requirements, all of those things.

You put that stormwater pond in. All of those things is really going to limit the densities -- requirements. Now, of course, we -- we -- Anything sticking out. But -- but the shape of this lot? It's going . . . That is a constraint all by itself, if you look at the configuration of this lot.

MR. GILMORE: Well . . .

MR. TATE: It would be, underneath the current zoning, low-density residential, which is allowable, are the two-family dwellings, the multifamily dwellings, up to four units per dwelling and the triplex, quadraplex on certain land that was zoned a certain way in the past, which I don't think this qualifies.

MR. MacCARTEE: This was zoned RR previously.

MR. TATE: Yes. So going through the

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medium density, can you go to the allowable use and medium-density residential? And -- and you look. It's the same. There's no allowance for him to go up is what I'm trying to say.

MR. JONES: Right.

MR. TATE: The code doesn't allow it in those -- and in either one of those.

MR. GILMORE: Okay. And I may -- I may not be able to really grasp all this, but it looks like it also moves when it goes into this mixed-use suburban, 10 units per acre. And I know I may be making it --

MR. JONES: It doesn't. That -- that is just the -- That's the future land use category allowing -- It gives the range that -- that can go in. The -- the zoning -- the zoning controls the density. That's the LDR, the zoning, the -- Whatever goes inside that, that controls the -- That's the future land use category.

That's like -- I try to explain to people. Just like it constitutes -- Then you have the individual, single constitution of -- that states have, so -- And -- and they have to operate in.

MR. GILMORE: Okay.

And -- and what I'm looking at, then, is in a world of maximum of 2 dwellings per acre, in order to get 10 dwellings per acre, you go to mixed-use suburban.

And I may not be seeing this correctly. And I apologize if I'm not, but in any event, because you also then have professional office space, but . . .

MR. TATE: From the single family residential, the restrictions are in place to protect the area from development going on.

MR. GILMORE: Okay.

MR. TATE: Which is where you end up getting your density now.

MR. GILMORE: Well, see, that's what I'm saying. When I see 10 per acre, there's only one way to get 10, and that's to go up. So if he doesn't expect to get 10 or build 10, why are we here? He can build 4. That's where I'm at.

MR. TATE: It's -- it's that they want more, but they -- they don't want -- they want more than 4 but less than 10, but -- and the only way to --

MR. GILMORE: Well, once you pass 10, though, it's done. You see. I'm like Barney

Fife here. Nip it in the bud. Thank you.

MR. TATE: Thank you.

THE CHAIRPERSON: Wesley Jarman.

- - -

WESLEY JARMAN

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

- - -

MR. JARMAN: Hi.

THE CHAIRPERSON: Good morning, sir.

MR. JARMAN: My name is Wes Jarman. Wesley Jarman. Sorry. I live at 10571 Beulah Road, which is the property directly to the north of the affected area.

I moved to that property because I wanted quiet. I wanted to be by myself, so that directly influences how I can live, by putting in a neighbor.

I'm also concerned about the stormwater runoff that is going to be there. I mean, I have a low area in the front of my property also that stays full of water.

So now you have the north side on Beulah Road and the north side off of Rebel Road that's affected by the water, so . . . And that's

mostly my concern. I don't know if I said it, but I oppose the rezoning.

THE CHAIRPERSON: Okay. All right. Thank you, sir.

Salina Jarman.

- - -

SALINA JARMAN

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

- - -

MS. JARMAN: Not quite as nervous as my husband.

My main concern is, is that the developer is stating that they want to change from 4 to 10 units. And I understand now that what that encompasses -- You know, they're not typically going to put 10 units on there. They -- You know, they just want it because of roadways and drainage, and such like that.

My concern is, though, is that he states that, but what happens if they run out of money and they have to sell to someone else, and that's not that developer's choice of what they want to do?

If we change the zoning, someone else

could come in there, and they could put in apartment buildings or larger things. And that's my concern. I don't know if that's true or not, but that is my concern. I don't know how that works.

MR. JONES: It's not -- The zoning is not enough for apartments. It doesn't allow for apartments.

MS. JARMAN: It doesn't allow. Just family?

MR. JONES: Yes, ma'am.

MS. JARMAN: Because that just considers --

MR. JONES: This -- this zoning allows for the . . . Let's -- let's look at what it allows.

MS. JARMAN: Okay.

MR. JONES: What is this that it allows? That's all it allows --

MS. JARMAN: So multiple --

MR. JONES: -- A, B or C.

MS. JARMAN: -- would only be duplexes. It's not --

MR. JONES: No, ma'am.

MS. JARMAN: They can't put anything like

that in there.
MR. JONES: No.
MS. JARMAN: What do they consider multifamily dwellings?
MR. JONES: Apartments.
MS. JARMAN: Just apartments.
MR. TATE: And they're -- And the zoning -- the prior zoning had to be a certain standard, and it's not. The prior zoning wasn't, so, therefore, it's not allowed.
MS. JARMAN: Okay.
MR. TATE: For the next owner or the next owner.
MS. JARMAN: Okay. All right. So that's a precedent that's set.
MR. TATE: Yes.
MR. JONES: Yes.
THE CHAIRPERSON: Okay.
MS. JARMAN: I mean, that's my only concern, other than obviously drainage is an issue. I know everyone's saying that, but if you saw our property after the rain yesterday, you would understand.
The rain runs basically from the south into our property north. It drains right into

our pond out front.
MR. TATE: I'm the last house on my road, with a stormwater drain in front of it.
MS. JARMAN: So you understand.
MR. TATE: And the only two houses that have standing water after yesterday are mine and my neighbor's, so . . .
MS. JARMAN: I know. Our -- our pond runs right into our neighbor's yard.
MR. TATE: It -- it -- it drained in front of my house.
MS. JARMAN: See? You understand, then. Okay. That's all I have. Thank you.
THE CHAIRPERSON: Yeah. I think -- This is very key, what's up there on the board right now, is -- You know, if you read these A through C, it's very limited what is actually going to be allowed to go in there.
Basically it's going to be single-family dwellings, detached, and only one per lot. I think the gentleman's testimony was that they just wanted a little bit narrower lot size than what the LDR, which is -- What is the minimum for LDR?
MR. JONES: Seventy.

THE CHAIRPERSON: Seventy foot.
So the gentleman's testimony was to go to 60 foot. So a little bit narrower lots. I think we've excluded all the other things, apartments, and all that.
They could go in there right now and go for development of 70-foot lots. And as long as they meet everything through the development review process, it will be approved. So the subdivision can already go in, as long as they go through that process.
So, you know, it's just going to be a little bit narrower lots than what they currently have.
You're right, though: Whatever is allowed in that district is what we have to vote on, so -- But it's pretty limited on here, so . . . Okay.
Mary Mungall. Try not to kill the names too bad.
- - -
MARY MUNGALL
upon being duly sworn, was examined and testified as follows:
- - -

MS. MUNGALL: Thank you. Can you hear me?
THE CHAIRPERSON: Yes, ma'am.
MS. MUNGALL: Okay. My name is Mary Mungall. And my address is 9936 Eleral Drive. And I oppose the rezoning. Big surprise.
Could we have the map up?
THE CHAIRPERSON: Sure.
MS. MUNGALL: I want to make a point that this is not compatible with the surrounding land uses.
If we go over here to Beulah, all the way down Beulah and past up there, this is all, I want to call it, rural properties.
THE CHAIRPERSON: Come on back over to the microphone because we're recording everything, so --
MS. MUNGALL: All right.
THE CHAIRPERSON: -- I don't want it to not pick it up.
MS. MUNGALL: Okay. I'm sorry.
THE CHAIRPERSON: But the staff can kind of move the pointer --
MS. MUNGALL: Okay.
THE CHAIRPERSON: -- if you need them to, so --

MS. MUNGALL: Okay.
Yes, we have beautiful farmland. We have donkeys. We have -- I mean, beautiful properties. I know that it's -- some of this is going to be developed, but I want to keep it to the zoning of the four houses per acre.
I'm on Eleral Drive, which is right off Frank Reeder, the first -- Okay. The -- Right there. And actually, we have three-quarter, like, acre lots and acre lots.
Now, this is something that we moved out. We wanted to move to the country. And this is something we moved to in sort of a compromise.
Now, the -- the street behind us with the -- They say MDR, LDR, that right in there is a very old subdivision behind us.
So there is a drainage ditch off of Beulah over -- There's like a pond right there on the low -- Yeah, lower corner on the right. And it fills up with water if there's a big rain.
Okay. I've considered this spot zoning because, I mean, all the way down the street, there is no, you know, rezoning into other things.
The traffic is a concern. Privacy is a

concern. Crime rate is a concern. And land density is a concern.
So I want to say that I have -- The rezoning idea is a big no from me as a landowner out there.
THE CHAIRPERSON: Okay.
MS. MUNGALL: Thank you very much.
THE CHAIRPERSON: I have one question for you.
MS. MUNGALL: Sure.
THE CHAIRPERSON: Because it's not on our map here.
What is the -- Do you know what the width of your property is across the front? We've been talking about 70 foot versus 60 foot. I just thought it would be interesting to know what that subdivision --
MS. MUNGALL: It would be -- That would be interesting, too. I really couldn't tell you, but it's -- it's quite expansive over there. Yeah.
THE CHAIRPERSON: Okay.
MR. TATE: Mr. Chairman, if you've asked, I mean, if the information is available --
MR. JONES: We can find it.

THE CHAIRPERSON: I just think it would be interesting to know because here -- we're looking at a visual here. Doesn't have the dimensions on it, and --
MR. JONES: Ma'am, if you can give us your address -- Can you give us your address? We can go to Chris Johnson and take a look at it?
MS. MUNGALL: 9936 Eleral Drive.
MR. JONES: County Appraiser's Office.
MR. MacCARTEE: Looks like mostly the lot -- the lot, top of Eleral, is it?
MS. MUNGALL: Eleral. It's Eleanor and Ralph. Eleral.
MR. MacCARTEE: We'll confirm this, but -- We'll confirm this, but it looks like a 100-foot lot. It's 100 foot.
MR. JONES: Across the front.
THE CHAIRPERSON: Okay. So let's bring that map back in so we can kind of get an idea of the scale on this map.
MS. MUNGALL: And also one other thing I was going to say is that if it's zoned right now, it's 70. Put one less lot in there or something. I mean, not try to crowd it. Just keep it like it is. Do 70-foot lots.

THE CHAIRPERSON: Okay. So those lots on Eleral we think are about 100-foot wide. So that kind of gives us a scale as to what a 60- or 70-foot-wide lot might look like. Okay.
MS. MUNGALL: Okay. Thank you very much.
THE CHAIRPERSON: All right. Thank you, ma'am.
Theresa Blackwell.
- - -
THERESA BLACKWELL
upon being duly sworn, was examined and testified as follows:
- - -
THE CHAIRPERSON: Thank you, ma'am.
MS. BLACKWELL: Could we please bring up the zoning map again? Thank you.
THE CHAIRPERSON: While they're doing that, would you please state your name and address for the record, please.
MS. BLACKWELL: Yes. Good morning. Theresa Blackwell, 9535 Tower Ridge Road in Beulah.
THE CHAIRPERSON: Okay.
MS. BLACKWELL: We also own a property at 6670 Wunderlich Road, four acres, where we will

be living within the year.

When I -- When we chose Beulah, we chose it for the rural nature of the area. And within six months, our house on Tower -- We arrived -- We moved there looking at -- surrounded by cows.

And within six months, the future land use was ignored, to allow them to -- to increase the density to 10 per acre, so now we have been adversely affected by that construction dust, noise, our house actually shaking, weeds that they allowed to grow with stuff that I'm allergic to, so I can tell you construction does adversely affect you when you're surrounded by it.

And the lots they put around our two sides of our property, it's about seven, seven lots, which are -- You know, that's our view now, what it's going to be.

So on Wunderlich Road, you know, I'm concerned about -- What I'm concerned really about is the randomness of the development in the Beulah area. And I'll get back to that, but --

Okay. So the density increased. MDR should be denied based on criterion B,

inconsistency with the Land Development Code.

This case is remarkably similar to a prior case, Z-2016-07, which -- which the board recommended denial for on October 4, 2016, because it would result in an isolated spot zoning.

This case today has nearly the same acreage, nearly the same wetlands acreage, and eerily similar comments from Mr. Rector to justify the change. This request should also be denied.

All the properties adjacent to the subject property are zoned LDR. The two subdivisions with MDR zoning actually chose to develop with larger lots than LDR subdivision.

Zoning map. You can see the one on the bottom right -- that's with the Meadowfield Circle -- those lots are big. And the ones to the north of them are actually smaller. But every property touching the subject property is LDR.

So . . . Now, I think you have to consider: Even though they say they only want a 70-foot -- they only want a 60-foot width on their lots, we don't -- this is not a promise

into perpetuity.

As a previous speaker said, this is -- this whole group of properties could be sold to someone else. And if -- and if this change is allowed, they could put 10 houses per acre, whether that's a gross -- or it would still be a lot of houses for that area.

And so, I think the decision has to be based on what this would allow, not on what they say they're going to do.

And I'll get back to my concern. Mr. Ingwell, I know this is your first day. And your predecessor, Karen Sindell, suggested that Beulah needs a -- I think she called it a sector plan but basically a plan for development.

Now, Commissioner Bergosh has said that only the right people need to be at the table. I disagree. The people of Beulah should be at the table. We need a plan that includes their input on how that area should be developed, and, you know, many of us moved there because of the character of the area, and that needs to be respected and preserved.

Bunching a 10 acre -- 10 lots -- 10 houses per acre is not -- is not the character of that

area. It's -- it's -- it's a character that should be preserved. And -- and that's what I'm asking you to do. They have a right to ask, but we should say no.

Thank you.

THE CHAIRPERSON: Thank you, Ms. Blackwell.

Do you want to respond at all?

MR. INGWELL: Ma'am, I've sat in on a few meetings prior to being appointed to this board out at -- in Beulah, primarily the fire station there. And I -- I agree with your comments on the public has no voice and say in how the development moves forward in Beulah. So that's where I stand.

MS. BLACKWELL: Thank you. I hope you can persuade Mr. Bergosh.

THE CHAIRPERSON: Okay.

Elizabeth Steck.

- - -

ELIZABETH STECK

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

- - -

MS. STECK: Good morning.

THE CHAIRPERSON: Good morning, ma'am. Please state your name and address.

MS. STECK: I'm Elizabeth Steck. I reside at 840 Green Hills Road, Cantonment, Florida. I'm here with my parents. They live on 10035 Beulah Road.

And I just wanted to point out a couple of things that the developer has not. Number one, y'all had previously asked when the MDR zoning went up on Beulah Road, particularly Meadowfield.

That occurred approximately 30 years ago, probably even a little bit longer than that. I mean, I'm 34 now, and I remember as a kid that all of a sudden we had a place that we could actually go walk around the circle because Beulah Road was too busy.

Once the dump showed up, Beulah Road became very busy, and you couldn't really walk up and down the road, so we would walk down to Brunson's Meadow, and we would walk around. Also, we got more friends because, you know, it was so rural that you had no friends.

The other thing is, is that the developer has told us that there is going to be an

entrance on Beulah Road, so all of the traffic is not solely going to be on Rebel Road, if this is still his intent. And so, you know, everybody could come out the other side of the subdivision.

And I think it's great that we're getting potentially an I-10 access, too, so -- you know, because that will help with the traffic. But thank you. And I'm for it.

THE CHAIRPERSON: Okay. Thank you, Mrs. Steck.

Okay. Is there anyone who has not already spoken that wishes to speak on this matter?

(No response.)

THE CHAIRPERSON: Okay. Hearing none, I will hereby close the public comment portion of the meeting. And please refrain from any comments and shouting anything out. We're going to stick to the plan.

Mr. Rector, we'll give you an opportunity to come back and give some closing statements, and then the Board may have some questions for you.

MR. RECTOR: I appreciate it.

One of the things I wanted to mention to

Mr. LaClaire here: I think the county has heard your concerns because I know that they are currently working on a solution to the Rebel Road drainage issue, so, I mean, they have -- I mean, it is close to 100 percent completion in the design stage, and they will be -- they're planning on moving that forward, so your Commission has heard, and they have taken action on that, so they're working on resolving that, so I just want to -- Public service announcement.

Like I had mentioned when I started, that, you know, I knew that the concern is the 10 units per acre. And like Mr. Jones said, that, you know, the county has put in criteria, additional stormwater requirements -- things of that nature -- protection of the wetlands that are out there.

As this project goes forward, there will be wetlands delineations we have to meet, setbacks from those, and --

MR. JONES: Yes.

MR. RECTOR: -- the number -- And I know we're not looking -- we're not weighing that right now, but, you know, this -- Whenever you

physically try to put a 60-foot lot in there, you get about 78 lots. Today that's three units per acre.

Today that property is zoned for four units per acre, but you physically can't get four units per acre in there. You can't get more than three units per acre in there, even if you went to a 60-foot lot, when you take into account providing a 100-year stormwater treatment, providing protection for the wetlands that exist, and taking into account the setbacks and everything else.

So the product you end up with -- And again, I know that that 10 units per acre is very -- But in any situation that you would look at, that if you follow the Land Development Code to develop the property out to fruition, you're going to be limited by those constraints.

And that 10 units per acre is not going to be the dictating factor because you can't, like you had mentioned before, go vertical up there.

So again, like I say, I explained our case. And I appreciate the concerns, like I say, of everybody else here that mentioned things about the drainage.

And those are all factors that we take great concern in because our staff have to put their professional registrations and livelihood on the line to certify that whatever they do meets the criteria of the state and of the county on not flooding people downstream and everything, so there's extreme care taken in that regard as well.

So appreciate your time. Thank you very much. If you have any questions, I'll be glad to answer them.

THE CHAIRPERSON: Board members, any questions for Mr. Rector at this time?

MR. HOWARD: I have a few.

THE CHAIRPERSON: Go ahead, sir.

MR. HOWARD: If you don't mind, I'll ask you: What is the max number of feasible units for this property, if developed, that you would do?

MR. RECTOR: With 60-foot lots?

MR. HOWARD: Yes, sir.

MR. RECTOR: The plan is 78 units, and that was submitted in the package that I believe you guys have.

MR. HOWARD: Yes, sir.

And what would be the prohibition or the limitation on further past -- selling this at a later date? Change. I mean, how firm would be your plan, if you don't mind me asking?

MR. RECTOR: Well the developers -- Just to answer that question as honestly as possible, the developers that are doing this are doing a half a dozen currently. They develop here in Escambia County.

They're doing a number of them in Santa Rosa County. They're doing a number of them in Baldwin County. They're not fly-by-night developers. They build these out to fruition. They don't flip them. They haven't flipped any of them, and we've been working for them for a decade. That's not their -- that's not their business model.

MR. HOWARD: Yes, sir. Understand.

One more thing I was going to ask you really quick, so -- Maybe this is also for staff. I want to know a few things. I wonder if you'd concur with this assessment of the maximum number of units you could place on the lot, based on an acre, based on the natural environment.

And then the second thing I noticed, it looks like here on the 500-foot zoning -- correct me if I'm wrong -- so you see, like, Frank Reeder Road. You see Beulah Road. You see these major arteries. Okay? Those roads.

Are the roads around -- Well, basically, like when you look and you see MDR, you see a concentration of roads, of arteries.

Now, if this were allowed, is it a feasible assumption to think that you would see heavier -- like a stress on the infrastructure in the area?

MR. JONES: Mr. Howard, anytime there's going to be development, there's going to be -- there's going to be extra stress added to the road network system.

There would be definitely more -- more cars in the area on the roadway. That's what our transportation review process -- They will -- they will take a look at it. And if there's any other things that -- any right-of-way or roadway improvements that's required, he will have to do those things.

Now, even if -- even if there are some things that may not be required but some strong,

strong suggestions, we don't mind making strong suggestions.

We don't mind pushing them to the limit. And Joe knows it because we've worked with him before. And that -- that road -- Could you do this, and do this, and do this? And -- and -- and many times they do.

Now, if some of them -- I don't know. It's not always required. But just to make the area better, but there will definitely be road -- way more trips on the roadway. No doubt.

MR. RECTOR: And I would like to just add --

MR. HOWARD: Please do. Please do.

MR. RECTOR: -- to what -- to what Mr. Jones said there, again, with our company and clients we represent, we've got a history with Escambia County in working through situations to where concerns come up with adjacent neighborhoods. And we have a proven track record of listening and addressing those concerns, many projects that are under way now, projects we've done in the past.

And so, it's not a situation where we've

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1 ever been willing to come in and put our foot
2 down and say, "No, we're not doing it." We
3 listen.
4 The point is, we want to be good neighbors
5 because we're all here to stay, and we're part
6 of the community, so --
7 MR. HOWARD: I understand. Understand.
8 One last question. Correct me if I'm
9 wrong on asking this, but so I hear Navy
10 Federal. We have this; we have that moving in.
11 We anticipate thousands of jobs. We hear about
12 that. And that's to be determined. So I'm
13 wondering how solid the planning assumptions
14 are, as far as the need for all this housing, if
15 you could comment on that.
16 MR. JONES: I can only comment on -- for
17 what has -- on that -- what has been presented,
18 not nothing solid or concrete but what has been
19 discussed in the board and the chambers, that
20 development is coming, that Navy Federal is
21 doing such a thing.
22 And that there is some things for
23 developing the site that's on the way, but as
24 far as having anything solid and concrete on the
25 numbers that's coming, nothing has been

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1 presented to me. I don't know -- To the
2 chamber, it may have, or to the county
3 administration or the County Commission that
4 governed by that -- govern that.
5 Now, it may have been, but it's
6 definitely -- it's definitely being talked about
7 and being -- being said basically at every
8 meeting.
9 MR. HOWARD: You know, thousands could be
10 2,000 or, you know. So I just wonder when we
11 throw those numbers around, if you guys have a
12 more solid estimate.
13 MR. RECTOR: The estimate that Navy
14 Federal Credit issued in October was an increase
15 over current of 54 percent. That's their
16 number, not mine. It's in the package that we
17 submitted as a part of our discussion about
18 that, was based on their numbers and what their
19 projections are.
20 And their Board said a 54 percent
21 increase, so from the numbers that were out
22 there, it was about 10,000.
23 MR. HOWARD: Yes, sir.
24 MR. RECTOR: Fifty-four percent would be
25 an additional 5,000.

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1 MR. HOWARD: I understand.
2 MR. RECTOR: That's their number, though.
3 MR. HOWARD: I understand. Thank you.
4 MR. PYLE: I just have a couple points --
5 questions. I am not -- I've never really been
6 empathetic to the NIMBY, not in my back yard,
7 especially in an environment where there's so
8 much growth that's coming.
9 However -- And I would tell the folks
10 regardless, however this plays out, that there
11 are -- it is incumbent upon the developer to
12 definitely make friends with you along the way
13 because there are so many more steps to go.
14 And again, it's not a good business
15 practice to say one thing and do something else
16 because it's not going to go well in the long
17 term.
18 But I'll tell you: The thing that I have
19 a hard time hurdling -- And I don't -- I don't
20 doubt the applicant's desire to do what he says
21 he's going to do.
22 The problem I have is, as well articulated
23 by the fact that it's not consistent with the
24 Land Development Code, how do we go -- And I'll
25 task the staff this: How do I go from -- Look,

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1 everything's LDR.
2 We are carving a section -- or the
3 applicant is carving a section out of the middle
4 of that and asking us to make steps, and so --
5 to zone it differently.
6 And it clearly states the amendment is not
7 consistent with the intended purpose of it, by
8 staff's findings. Yet, down to the findings, it
9 said it would result in a logical and orderly
10 development program.
11 I'm not trying to put you on the hot spot,
12 but I am trying to help. How do you bridge that
13 gap? How do we say, with everything there, it's
14 LDR? It is not consistent with the Land
15 Development Code, so it would result in an
16 orderly and logical development?
17 That's -- My -- my -- my issue is, we have
18 made -- we've given them clear points to hit.
19 You hit these criteria, which is very difficult
20 for the people because they don't know that
21 walking in here.
22 And when they hit it, they hit it hard.
23 Twice. It's not consistent. That's what I'm a
24 little empathetic towards.
25 MR. JONES: As for -- as for -- You know,

Mr. Pyle, the requirements are specific -- based upon the -- based upon the rule of law criterion.

Now, it was basically not -- not -- not -- not consistent because of the spot zoning. It would -- What staff -- based upon the rule of law can mean that it would mean spot --

MR. PYLE: Do you know how it became LDR with the change in the Land Development Code? Because you couldn't now zone it, it became LDR.

MR. JONES: Right.

MR. PYLE: So therefore, you're saying that this was in direct conflict with that, so it was not consistent with that, with the new designation of LDR or the -- or the new designation is correct, but I'm trying to understand.

MR. JONES: I think -- I think I may have misinterpreted your question. I -- I thought you was talking about the criteria based upon spot zoning, going from spot zoning to saying it was a logical, orderly pattern of development.

The way that conversion was, it was -- the way that conversation -- whatever that zoning district was -- RR? That was -- we had to go to

LDR and get them -- and get them a reasonable number.

MR. PYLE: Without --

MR. JONES: Without down. That was the -- We couldn't down design nobody when it come to densities and uses. That's why we had to get -- we had to get a balance.

MR. PYLE: Right.

MR. JONES: To that, especially being consistent with future land use category.

THE CHAIRPERSON: If I could follow up to that, I think what he's saying is, it's almost like the findings are in conflict with each other. You know, we're saying not consistent because of that reason, but then later on it's a logical development pattern.

Well, can it really be both? I mean, how can it be a logical development pattern if it's not consistent? That's, I think --

MR. PYLE: I don't know. You're absolutely right.

THE CHAIRPERSON: That's what I'm getting at.

MR. JONES: That's what I thought the first question was.

THE CHAIRPERSON: Right. Okay.

MR. JONES: Now, the pattern is, there is -- And if you look at the area, there is a -- a -- a pattern of sporadic lot sizes, so -- so -- so -- so if you look at that pattern, a sporadic of lot sizes and lot width requirements. That pattern is set, looking at that criteria.

Now, the other criteria is spot zoning. It does not meet that criteria.

THE CHAIRPERSON: So it's logical and orderly from the standpoint that there are many different lot sizes, and so it may be applicable there.

MR. JONES: Right.

THE CHAIRPERSON: But it's still not consistent because of spot zoning.

MR. JONES: Yes.

MR. FISHER: John Fisher, planner.

You know, we talk about the spot zoning. We're only moving up one zoning category. We're not moving to HDR, or anything like that.

So when you look at spot zoning, yes, it's a -- one parcel, but it is still kind of compatible with the area because it's -- you're

going to have a transition of MDR and LDR somewhere. You have to. That's the next zoning category.

Now, if this was going to MDR or -- I mean, HDR or HDLI, yeah, it's a full-blown spot zoning. There's different ways to look at it. Yes, it's spot zoning because it's isolated and all surrounded by LDR.

But what else can you move it to? There is no other options, so it's just something, you know, just for thought there. The pattern -- Again, there's a development pattern of MDR to the southeast and to the north, which you can say is spot zoning. And those just might be grandfathered in, but I think we have to look at the overall picture.

If this is going to be rezoned, what's it going to be rezoned to? Going to HDR would be 100 percent spot zoning. This is -- spot zoning or not. It's really for the Board to determine themselves.

THE CHAIRPERSON: Thank you.

MR. RECTOR: And there was a map. I thought so -- I saw go by earlier -- that showed the 2500 foot --

MR. FISHER: Mm-hmm.
MR. RECTOR: -- area.
Well, was there one, though, that showed the zoning, where that was, too, as well? Okay. Because I had a copy of it that was in the -- that's in the package here that you can see, that -- Shows that the bigger picture of Navy Federal Credit to the east, all the way to the river to the west, I 10 to the north, south of Nine Mile.
And the story it tells is a little different than what -- just looking at that envelope of 500 feet because if you did just look at that envelope there, it does give you that appearance, okay, well, in that envelope, it is spot zoning because everything in that 500 feet.
But if you take one step out to the 4500 and start looking at it, that change is taking place, so if you're the first person to make that change, as this -- like was mentioned, that corridor for Beulah Road, the discussion of making that -- improving that roadway and creating an interchange at I-10 will change the dynamic of this.

And something will be rezoned first. And by definition, you could always say, "Well, that's spot zoning," and nothing would ever get rezoned. So, I mean, it's -- I understand the challenge there with it, but if you look at it in the big picture, the spot zoning, I think, is -- is really an interpretation of how you're looking at it because it's not changing the land use. It's consistent with the land use. It's single-family residential. It just happens to be a different lot size.
THE CHAIRPERSON: Question for staff. We've heard some testimony today about, you know, having some kind of master plan or something for Beulah.
What area does the county designate as the Beulah area? That is kind of -- When we say "Beulah," is there some specific boundaries? Or is it just kind of that whole area?
MR. JONES: Commissioner, yes. There has been some speculation on that, but we -- we have not established no boundaries of -- of what we would consider of that Beulah plan, master plan area.
It has been talked about, but as far as it

coming down to our level, I mean, we can establish a boundary. There is none set for our purposes.
THE CHAIRPERSON: So kind of basically this whole area is just kind of to the west of I-10 out there in that triangle?
MR. JONES: If you want to look at the general vicinity, you could -- you could -- you could -- you could make that assumption.
MR. FISHER: And just to point out, too, as well, the previously discussed Planning Board item that was withdrawn, is that if you zoom back in just a little bit. Yeah. I mean, that -- that right there is -- this is where the property we're looking at right now is, so that property that's zoned industrial is just right across Frank Reeder Road currently.
And that was where the discussion was of, you know, if that's developed, there's a 100-foot right-of-way needs to be through there because there is a plan to improve that -- that Beulah Road corridor, so that seems that this is still all consistent with that plan, that, you know, that -- if that argument of -- of the road's being improved and everything applies to

that parcel, that would need to be applied to this right here. It's just a few hundred yards to the south of it.
THE CHAIRPERSON: Okay. Board members, more questions?
(No response.)
THE CHAIRPERSON: Okay. Do you have anything else to add, Mr. Rector?
MR. RECTOR: I have nothing else.
THE CHAIRPERSON: If there's no more questions, the Chair will entertain a motion on 2016-10.
I would remind you, if you're going to make a motion to address the criteria that is not consistent, if you're making a motion for approval, you would have to offer a different finding than the staff found because the staff's finding shows it's not consistent.
If you wish to vote to deny it, then you could rely on that as part of your motion.
MR. PYLE: Your last -- Help me understand your last statement there, Mr. Chair.
THE CHAIRPERSON: I just --
MR. PYLE: You said the findings would result in an orderly development plan. Are you

stating that the proposed amendment not consistent with the LDR trumps that, or --

THE CHAIRPERSON: No. You would have to make an alternate finding that says that it is consistent for these specific reasons, in order to meet all of the criteria because right now the staff's findings are saying that that one is not consistent.

But if you're going to vote in favor of it, you would have to say it's consistent because you could rely on some of the testimony from the director or make up your own, so that's all I'm saying.

THE CHAIRPERSON: Mr. Howard, you look like you're anxious to --

MR. HOWARD: I move that we -- I move that we reject it for three reasons: One, changed circumstances. Thousands of people. That key language there is 5,000 people. This is Navy Federal. It's OLFE. These are things -- I mean, OLFE is in flux.

Navy Federal over time, you'll see growth. It's not going to be invaded by 5,000 people tomorrow, plus their families.

The second thing, consistent with use, I

think, you know, we have to consider what people in the area think. They've invested a lot to be there. They moved there for something that maybe you can't put a value on financially.

Look at the sizes of the lots. Look at the quality of life there, and what people enjoy, the things they mentioned. So I don't see this as consistent with the local use.

And then the last thing would be orderly development. Here we have MDR to the north, MDR to the south and the east, industrial to the north. And so my concern would be the fact that you're going to have to stress or expand infrastructure, and you create this island of MDR with infrastructure around it, and just gross out from there.

So those are just the few reasons why I move we reject this.

THE CHAIRPERSON: Okay. We have a motion on the floor for recommended denial of 2016-10. Do we have a second?

MR. PYLE: I second it.

THE CHAIRPERSON: Second by Mr. Pyle. Further discussion from the board members?

(No response.)

THE CHAIRPERSON: All those in favor "aye."

(Chorus of ayes.)

THE CHAIRPERSON: Opposed?

Mr. Tate with the opposing view.

So the case 2016-10 is recommended for denial to the Board of County Commissioners.

Those of you that spoke on the record, the transcript will be sent over. You can't add any new evidence to the record, but you can speak again at the Board of County Commission meeting.

You have to limit your comments to the same stuff you said here because they do have the transcript of it, so they will know what you said here, if you wish to speak there, so . . .

Okay. At this time we are going to take a about a 10-, 11-minute break. Let's come back into session right at 11:00.

(Hearing concluded at 10:49 a.m.)

(Brief recess.)

CERTIFICATE OF REPORTER

STATE OF FLORIDA)
)
COUNTY OF ESCAMBIA)

I, DAVID A. DEIK, CP, CPE, Professional Court Reporter, certify that I was authorized to and did stenographically report the foregoing Escambia County Planning Board proceedings; and that the transcript is a true record of the proceedings contained herein.

I further certify that I am not a relative, employee, attorney, or counsel to any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in the action.

s/ David A. Deik

DAVID A. DEIK, CP, CPE
Professional Court Reporter

Planning Board-Rezoning **7. B.**

Meeting Date:	12/06/2016
CASE :	Z-2016-10
APPLICANT:	Joe Rector, Agent for John I & Margarita C Berry, Charles V & Shirley B Rettew, John D & Angela K Russo, Owners
ADDRESS:	Beulah Rd, 10035 Beulah Rd, 10000 BLK Beulah Rd, 10000 BLK Beulah Rd
PROPERTY REF. NO.:	06-1S-31-1101-006-001, 06-1S-31-1102-000-001, 06-1S-31-1102-000-000, 06-1S-31-1102-000-003
FUTURE LAND USE:	MU-S, Mixed-Use Suburban
DISTRICT:	1
OVERLAY DISTRICT:	N/A
BCC MEETING DATE:	01/05/2017

SUBMISSION DATA:

REQUESTED REZONING:

FROM: LDR, Low Density Residential district (four du/acre)

TO: MDR, Medium Density Residential district (10 du/acre)

RELEVANT AUTHORITY:

(1) Escambia County Comprehensive Plan
(2) Escambia County Land Development Code
(3) Board of County Commissioners of Brevard County v. Snyder, 627 So. 2d 469 (Fla. 1993)
(4) Resolution 96-34 (Quasi-judicial Proceedings)
(5) Resolution 96-13 (Ex-parte Communications)

APPROVAL CONDITIONS

Criterion a., LDC Sec. 2-7.2(b)(4)

Consistent with Comprehensive Plan
Whether the proposed rezoning is consistent with the goals, objectives, and policies of the Comprehensive Plan and not in conflict with any of the plan provisions. **FLU 1.3.1 Future Land Use Categories.** The Mixed-Use Suburban (MU-S) Future Land Use (FLU) is intended for a mix of residential land non-residential uses while promoting compatible infill development and the separation of urban and suburban land uses. The range of allowable uses includes: Residential, retail sales & services, professional office, recreational facilities, public and civic, limited agriculture.

CPP FLU 1.5.1 New Development and Redevelopment in Built Areas. To promote the efficient use of existing public roads, utilities, and service infrastructure, the County will encourage the redevelopment in underutilized properties to maximize development densities and intensities located in the MU-S, Mixed-Use Urban (MU-U), Commercial (C), and Industrial (I) FLU categories (with the exception of residential development).

CPP FLU 2.1.2 Compact Development. To promote compact development, FLUM amendments and residential re-zonings to allow for higher residential densities to be allowed in the MU-U and MU-S future land use categories.

FINDINGS
The proposed amendment to MDR **is consistent** with the intent and purpose of FLU category MU-S, as stated in CPP FLU 1.3.1. The MU-S range of uses allows residential, retail sales and services, professional office, recreational facilities, public and civic while promoting the efficient use of existing roads, utilities, and service infrastructure. The Comprehensive Plan allows for higher residential densities in the MU-U and MU-S FLU categories, as stated in CPP FLU 2.1.2.

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. 3-2.5 Low Density Residential district (LDR).
(a) Purpose. The Low Density Residential (LDR) district establishes appropriate areas and land use regulations for residential uses at low densities within suburban areas. The primary intent of the district is to provide for large-lot suburban type residential neighborhood development that blends aspects of rural openness with the benefits of urban street

connectivity, and at greater density than the Rural Residential district. Residential uses within the LDR district are predominantly detached single-family dwellings. Clustering dwellings on smaller residential lots may occur where needed to protect prime farmland from non-agricultural use or to conserve and protect environmentally sensitive areas. The district allows non-residential uses that are compatible with suburban residential neighborhoods and the natural resources of the area.

Sec. 3-2.7 Medium Density Residential district (MDR).

(a) Purpose. The Medium Density Residential (MDR) district establishes appropriate areas and land use regulations for residential uses at medium densities within suburban or urban areas. The primary intent of the district is to provide for residential neighborhood development in an efficient urban pattern of well-connected streets and at greater dwelling unit density than the Low Density Residential district. Residential uses within the MDR district are limited to single-family and two-family dwellings. The district allows non-residential uses that are compatible with suburban and urban residential neighborhoods.

(b) Permitted uses. Permitted uses within the MDR district are limited to the following:

(1) Residential.

a. Manufactured (mobile) homes only within manufactured home parks or subdivisions. No new or expanded manufactured home parks, and new or expanded manufactured home subdivisions only on land zoned V-4 prior to adoption of MDR zoning.

b. Single-family dwellings (other than manufactured homes), detached and only one per lot, excluding accessory dwellings. Accessory dwellings only on lots one acre or larger. Attached single-family dwellings and zero lot line subdivisions only on land zoned R-3 or V-4 prior to adoption of MDR zoning.

c. Two-family dwellings only on land zoned R-3 or V-4 prior to adoption of MDR zoning, and multi-family dwellings up to four units per dwelling (quadruplex) only on land zoned V-4 prior to MDR zoning.

See also conditional uses in this district.

(2) Retail sales. No retail sales.

(3) Retail services. No retail services. See conditional uses in this district.

(4) Public and civic. Public utility structures, excluding telecommunications towers.

See also conditional uses in this district.

(5) Recreation and entertainment.

a. Marinas, private.

b. Parks without permanent restrooms or outdoor event lighting.

See also conditional uses in this district.

(6) Industrial and related. No industrial or related uses.
(7) Agricultural and related. Agricultural production limited to food primarily for personal consumption by the producer, but no farm animals. See also conditional uses in this district.
(8) Other uses. [reserved]

FINDINGS
The proposed amendment **is not consistent** with the intent and purpose of the Land Development Code (LDC). The proposed rezoning would result in an isolated zoning district of MDR surrounded by LDR zoning.

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 rezoning **is compatible** with surrounding existing uses in the area. All parcels in the 500' radius impact area are zoned Low Density Residential (LDR). Existing uses in the impact area consist of agriculture and single-family dwellings with the parcel size ranging from 0.01 acres to 19.37 acres.

The following language is from an excerpt from the interoffice memorandum comments provided by the County's Transportation and Traffic Operations (TTO) Division staff: The existing right-of-way along Rebel Rd is unknown at this time. The amount needed will be determined during Development Review Committee submittal. The standard right-of-way width for a local road is 66 feet. Therefore up to 33 feet may be required along Rebel Rd to meet the right-of-way requirements.

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 impact the amendment or property(s).

Criterion e., LDC Sec. 2-7.2(b)(4)
Development patterns
Whether the proposed rezoning would contribute to or result in a logical and orderly development pattern.

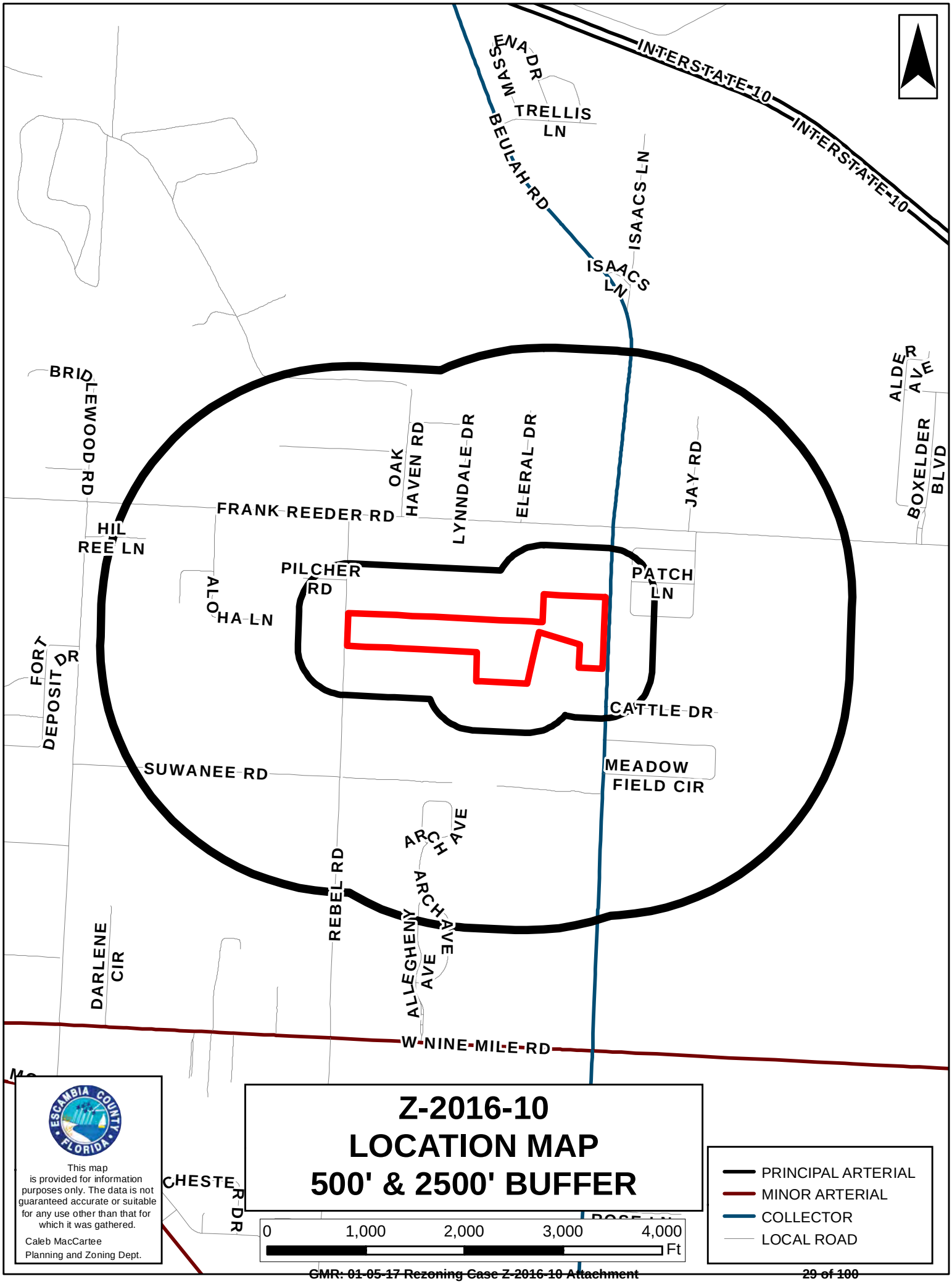
FINDINGS
The proposed amendment **would result** in a logical and orderly development pattern. The proposed amendment would allow for single-family dwellings that would be compatible with the surrounding area.

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.

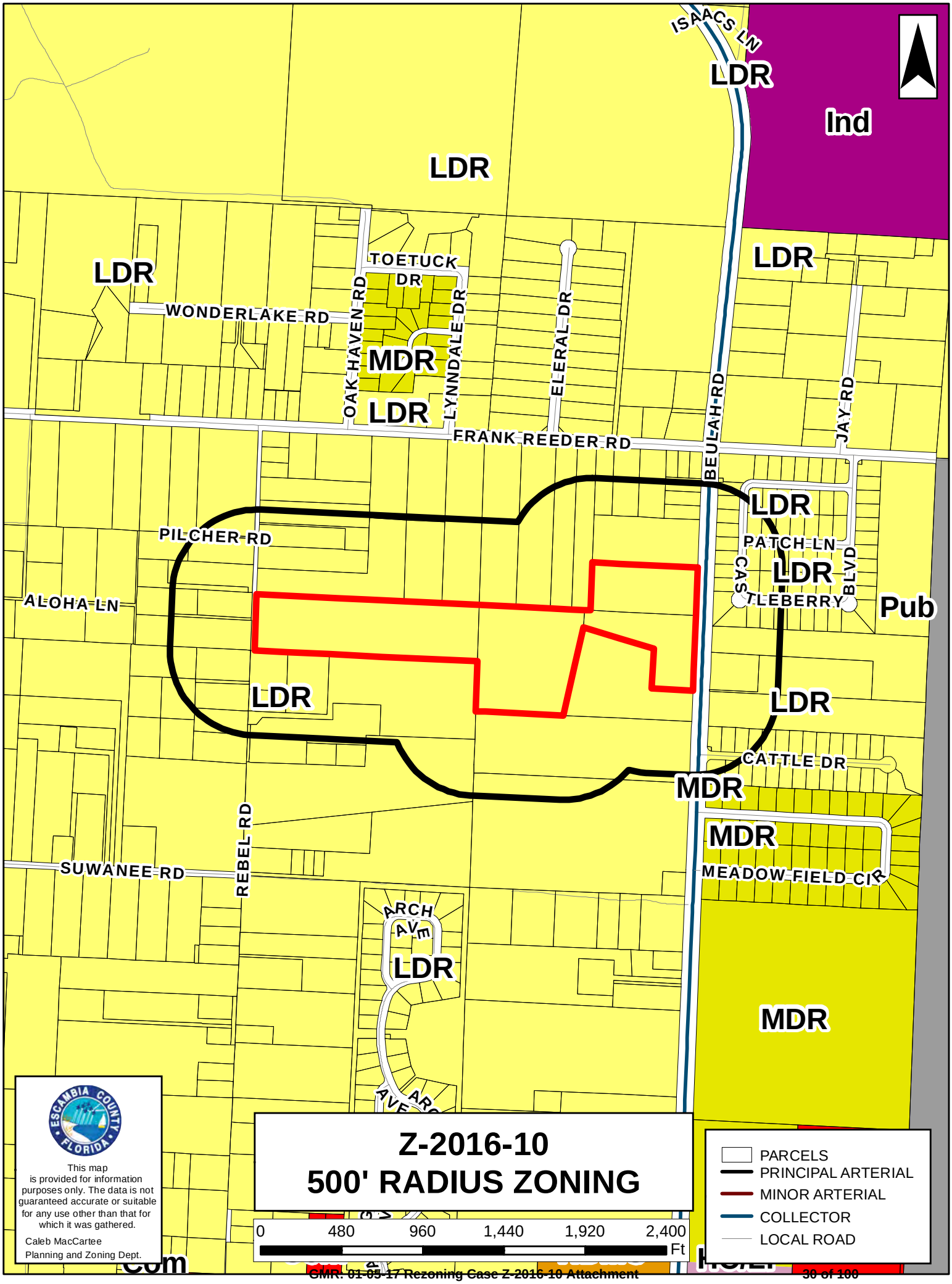
FINDINGS
According to the National Wetland Inventory, wetlands and hydric soils **were indicated** on the subject property. When applicable, further review during the Site Plan Review process will be necessary to determine if there would be any significant adverse impact on the natural environment.

Attachments

Z-2016-10



Z-2016-10
LOCATION MAP
500' & 2500' BUFFER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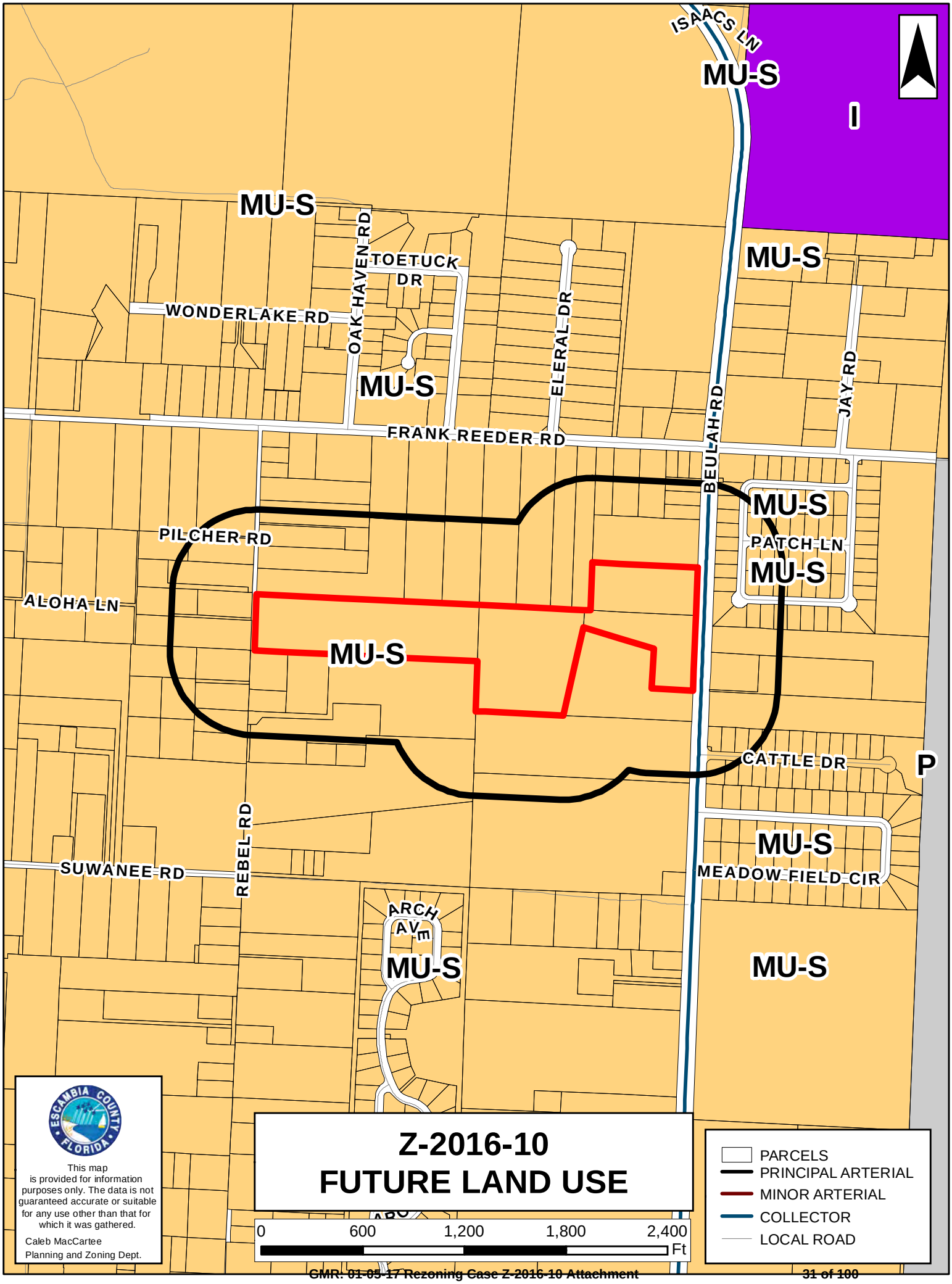
Caleb MacCartee
Planning and Zoning Dept.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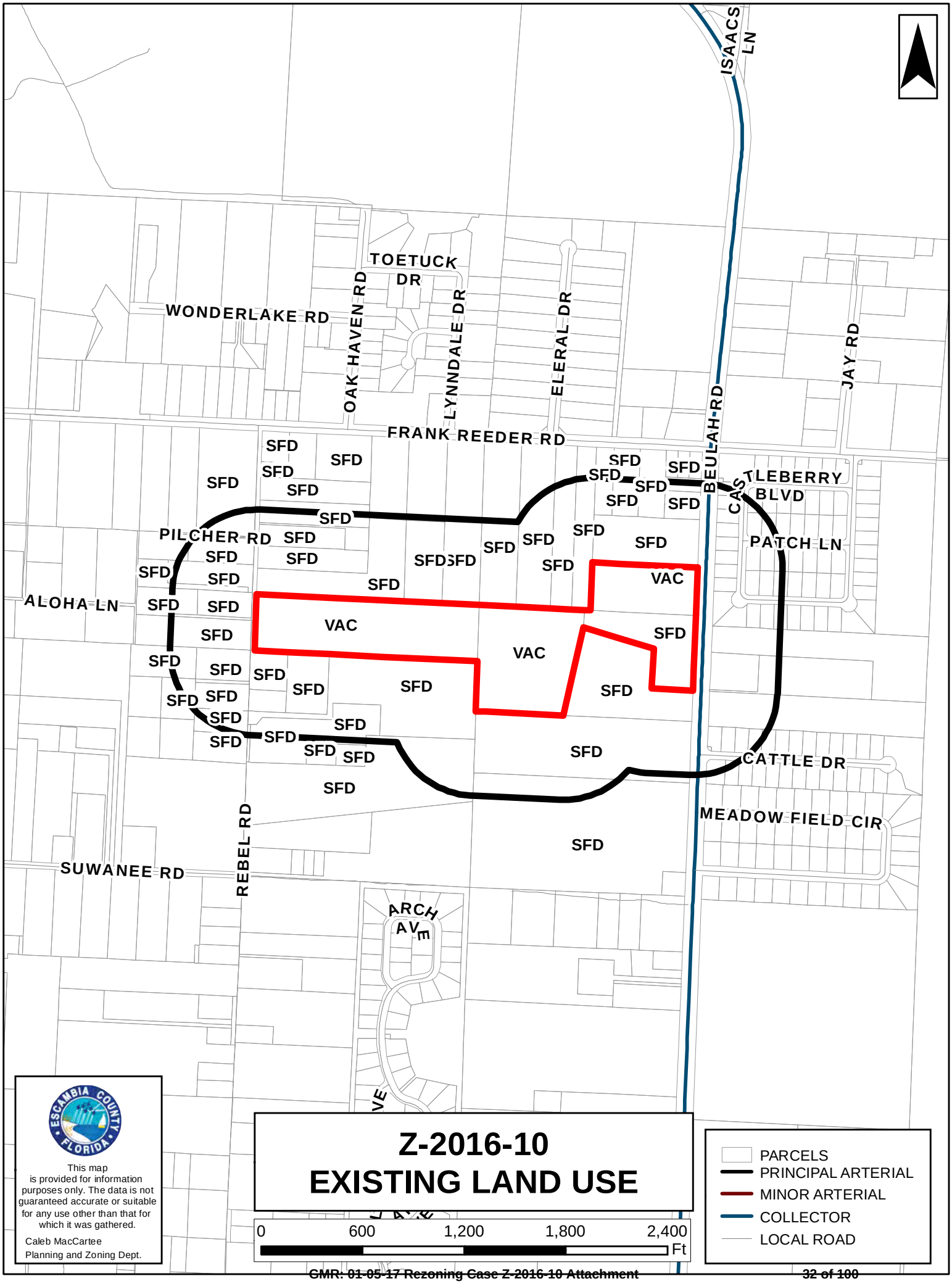
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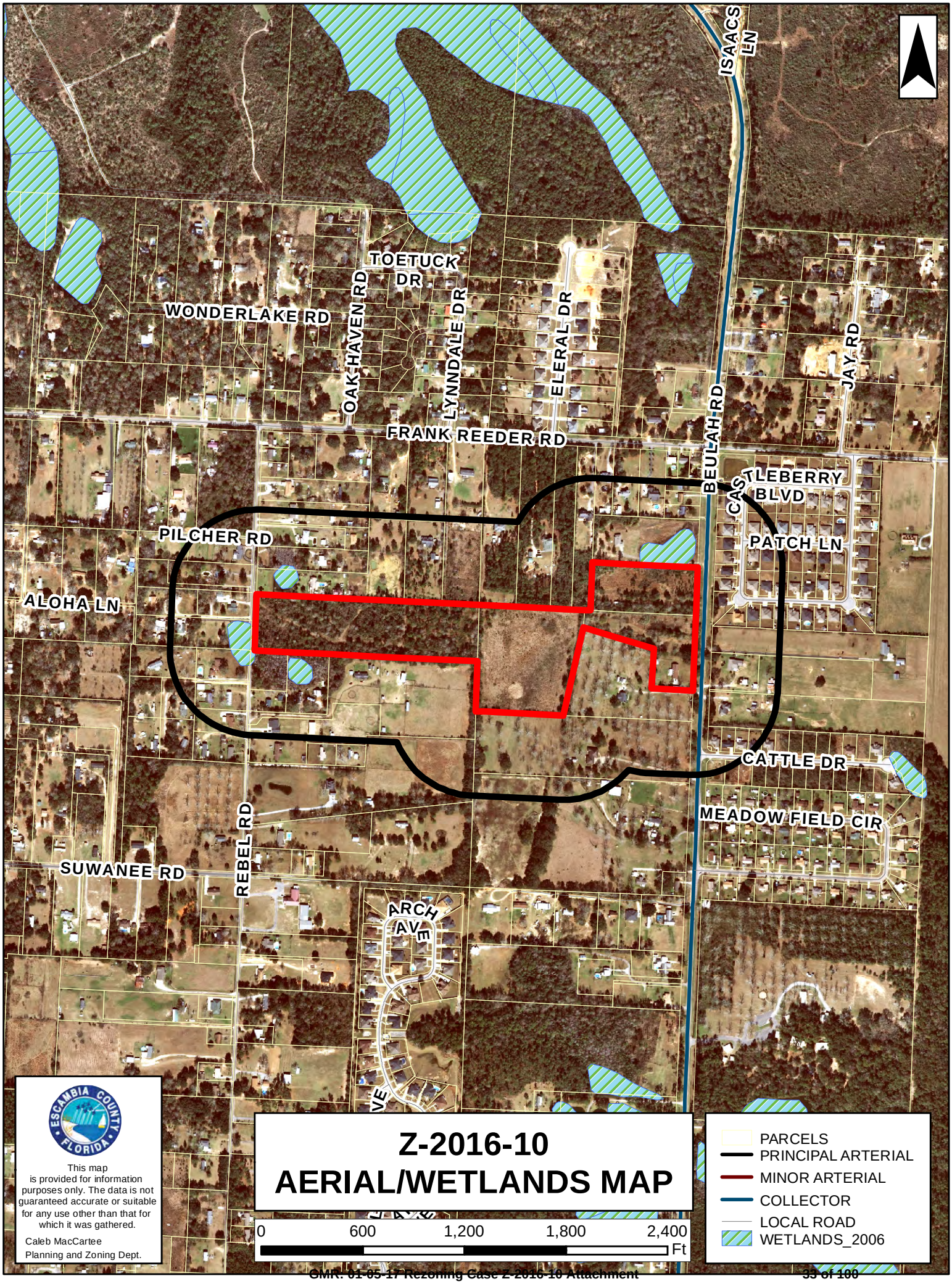
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ESCAMBIA COUNTY FLORIDA
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Planning and Zoning Dept.

Public Notice Sign – Rebel Rd

Looking West from site across Rebel Rd

Looking Northwest from site across Rebel Rd

Looking East onto site across Rebel Rd

Looking Southeast onto site across Rebel Rd

Looking Northeast onto site across Rebel Rd

Looking North along Rebel Rd

Public Notice Sign –Beulah Rd

Looking onto site from Beulah Rd

Looking Southeast from site - Beulah Rd

Looking Southeast from site across Beulah Rd

Looking East from site across Beulah Rd

Looking North along Beulah Rd

Looking West toward site across Beulah Rd

Escambia County Planning and Zoning
Development Services Department
3363 West Park Place
Pensacola, FL 32505
Phone: (850) 595-3475 • Fax: (850) 595-3481
http://myescambia.com/business/ds

PRZ1611000010

Rezoning Application

FOR OFFICE USE ONLY - Case Number: Z-2016-10 Accepted by: Caleb PB Meeting: _____

1. **Contact Information:**

   A. **Property Owner/Applicant:** CHARLES V & SHIRLEY B RETTEW

   Mailing Address: 10035 BEULAH ROAD, PENSACOLA, FL 32526

   Business Phone: _____ Cell: _____

   Email: _____

   B. **Authorized Agent (if applicable):** Joe A. Rector, Jr. - Dewberry Engineering Inc.

   Mailing Address: 25 West Cedar Street, Suite 110

   Business Phone: 850-435-7424 Cell: 850-502-7160

   Email: jrector@dewberry.com

   Note: *Owner must complete the attached Agent Affidavit. If there is more than one owner, each owner must complete an Agent Affidavit. Application will be voided if changes to this application are found.*

2. **Property Information:**

   A. Existing Street Address: 10035 BEULAH ROAD

   Parcel ID (s): 06-1S-31-1102-000-001

   B. Total acreage of the subject property: 4

   C. Existing Zoning: LDR

   Proposed Zoning: MDR

   FLU Category: MUS

   D. Is the subject property developed (if yes, explain): No

   E. Sanitary Sewer: _____ Septic: _____

Escambia County Planning and Zoning
Development Services Department
3363 West Park Place
Pensacola, FL 32505
Phone: (850) 595-3475 • Fax: (850) 595-3481
http://myescambia.com/business/ds

Rezoning Application

FOR OFFICE USE ONLY - Case Number: _____ Accepted by: _____ PB Meeting: _____

1. **Contact Information:**

   A. **Property Owner/Applicant:** JOHN D AND ANGELA K RUSSO

   Mailing Address: 2700 SILHOUETTE DRIVE, CANTONMENT, FL 32533

   Business Phone: _____ Cell: _____

   Email: _____

   B. **Authorized Agent (if applicable):** Joe A. Rector, Jr. - Dewberry Engineering Inc.

   Mailing Address: 25 West Cedar Street, Suite 110

   Business Phone: 850-435-7424 Cell: 850-502-7160

   Email: jrector@dewberry.com

   Note: *Owner must complete the attached Agent Affidavit. If there is more than one owner, each owner must complete an Agent Affidavit. Application will be voided if changes to this application are found.*

2. **Property Information:**

   A. Existing Street Address: 10000 BLK BEULAH ROAD ; 10000 BLK REBEL ROAD

   Parcel ID (s): 06-1S-31-1102-000-000 ; 06-1S-31-1102-000-003

   B. Total acreage of the subject property: 18 +/-

   C. Existing Zoning: LDR

   Proposed Zoning: MDR

   FLU Category: MUS

   D. Is the subject property developed (if yes, explain): No

   E. Sanitary Sewer: _____ Septic: _____

Escambia County Planning and Zoning
Development Services Department
3363 West Park Place
Pensacola, FL 32505
Phone: (850) 595-3475 • Fax: (850) 595-3481
http://myescambia.com/business/ds

Rezoning Application

FOR OFFICE USE ONLY - Case Number: _____ Accepted by: _____ PB Meeting: _____

1. **Contact Information:**

   A. **Property Owner/Applicant:** JOHN I & MARGARITA C BERRY

   Mailing Address: 2441 SPYGLASS CIR, PENSACOLA, FL 32526

   Business Phone: _____ Cell: _____

   Email: _____

   B. **Authorized Agent (if applicable):** Joe A. Rector, Jr. - Dewberry Engineering Inc.

   Mailing Address: 25 West Cedar Street, Suite 110

   Business Phone: 850-435-7424 Cell: 850-502-7160

   Email: jrector@dewberry.com

   Note: *Owner must complete the attached Agent Affidavit. If there is more than one owner, each owner must complete an Agent Affidavit. Application will be voided if changes to this application are found.*

2. **Property Information:**

   A. Existing Street Address: BEULAH ROAD

   Parcel ID (s): 06-1S-31-1101-006-001

   B. Total acreage of the subject property: 4.05

   C. Existing Zoning: LDR

   Proposed Zoning: MDR

   FLU Category: MUS

   D. Is the subject property developed (if yes, explain): No

   E. Sanitary Sewer: _____ Septic: _____

3. **Amendment Request**

A. Please provide a general description of the proposed zoning request, explaining why it is necessary and/or appropriate.

The purpose of this rezoning request is to change the zoning for the subject property from LDR to MDR. The MDR zoning would allow for smaller lot sizes compared to the current LDR designation. With the amount of wetlands covering the site, rezoning to MDR is the only feasible way to develop the parcel. Wetlands will not be impacted and placed in conservation.

B. **Rezoning Approval Conditions – Please address *ALL* the following approval conditions for your rezoning request. (use supplement sheets as needed)**

1. **Consistent with Comprehensive Plan.** The proposed rezoning is consistent with the goals, objectives, and policies of the Comprehensive Plan and not in conflict with any of its provisions.

Increased density of the proposed MDR zoning is consistent with that allowed by the pending Mixed-Use Suburban FLU, and the permitted uses of the proposed MDR are consistent with the stated intent of MU-S.

2. **Consistent with LDC.** The proposed rezoning is consistent with the stated purposes and intent of the LDC and not in conflict with any of its provisions.

The primary intent of the MDR district (to provide for residential neighborhood development in an efficient urban pattern of well-connected streets and a greater dwelling unit density than the Low Density Residential district) can be appropriately fulfilled at the location proposed. The surrounding streets are within standard rights-of-way and are well connected.

3. **Compatibility.** All land uses, development activities, and conditions allowed by the proposed zoning are compatible with the surrounding conforming uses, activities and conditions and are able to coexist in relative proximity to them in a stable fashion over time such that no use, activity, or condition negatively impacts another. The appropriateness of the rezoning is not limited to any specific use that may be proposed but is evident for all permitted uses of the requested zoning. This condition shall not apply to any conditional uses of the proposed district or compatibility with nonconforming or unapproved uses, activities, or conditions.
The property is surrounded by properties zoned LDR and MDR. Like the current LDR, uses allowed by MDR would include manufactured homes, single family & two-family dwellings. Uses, activities, and conditions allowed by MDR would be compatible with the surrounding parcels.

4. **Changed conditions.** The area to which the proposed rezoning would apply has changed, or is changing, to such a degree that it is in the public interest to encourage new uses, density, or intensity in the area through rezoning.
The property included in this proposed rezoning is scheduled to be submitted to Escambia County for the development review for a future residential subdivision. With the MDR zoning, much like LDR, such use and density would be allowed.

5. **Development patterns.** The proposed rezoning would contribute to or result in a logical and orderly development pattern.
Like the current LDR, uses and density allowed by MDR would contribute to a pattern of logical and orderly development. There are several developments in the vicinity of this property with MDR zoning. BRUNSON MEADOWS to the east is an example (see attached)

6. **Effect on natural environment.** The proposed rezoning would not increase the probability of any significant adverse impacts on the natural environment.
The approximately 8.7 acres of jurisdictional wetlands preliminarily identified within the subject property require protection from most uses. The actual presence and extent of adverse impacts from future development on the parcel would be confirmed through review of the development for compliance with applicable LDC regulations regardless of the zoning.

4. **Please complete the following Forms: Concurrency Determination Acknowledgement and Affidavit of Owner/Limited Power of Attorney (if applicable).**

CONCURRENCY DETERMINATION ACKNOWLEDGMENT

Property Reference Number(s): 06-1S-31-1102-000-000 ; 06-1S-31-1102-000-003

Property Address: 10000 BLK BEULAH ROAD ; 10000 BLK REBEL ROAD

I/We acknowledge and agree that no future development for which concurrency of required facilities and services must be certified shall be approved for the subject parcel(s) without the issuance of a certificate of concurrency for the development based on the actual densities and intensities proposed in the future development's permit application.

I/We also acknowledge and agree that approval of a zoning district amendment (rezoning) or Future Land Use Map amendment does not certify, vest, or otherwise guarantee that concurrency of required facilities and services is, or will be, available for any future development of the subject parcels.

I/We further acknowledge and agree that no development for which concurrency must be certified shall be approved unless at least one of the following minimum conditions of the Comprehensive Plan will be met for each facility and service of the County's concurrency management system prior to development approval:

a. The necessary facilities or services are in place at the time a development permit is issued.

b. A development permit is issued subject to the condition that the necessary facilities and services will be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.

c. For parks and recreation facilities and roads, the necessary facilities are under construction at the time the development permit is issued.

d. For parks and recreation facilities, the necessary facilities are the subject of a binding executed contract for the construction of the facilities at the time the development permit is issued and the agreement requires that facility construction must commence within one year of the issuance of the development permit.

e. The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.3220, F.S., or as amended, or an agreement or development order issued pursuant to Chapter 380, F.S., or as amended. For wastewater, solid waste, potable water, and stormwater facilities, any such agreement will guarantee the necessary facilities and services to be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.

f. For roads, the necessary facilities needed to serve the development are included in the first three years of the applicable Five-Year Florida Department of Transportation (FDOT) Work Program or are in place or under actual construction no more than three years after the issuance of a County development order or permit.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 2 DAY OF NOV, YEAR OF 2016.

Signature of Property Owner/Agent	Joe A Rector, Jr Printed Name of Property Owner	11/2/16 Date
Signature of Property Owner	Printed Name of Property Owner	Date

4. **Please complete the following Forms: Concurrency Determination Acknowledgement and Affidavit of Owner/Limited Power of Attorney (if applicable).**

CONCURRENCY DETERMINATION ACKNOWLEDGMENT

Property Reference Number(s): 06-1S-31-1102-000-001

Property Address: 10035 BEULAH ROAD

I/We acknowledge and agree that no future development for which concurrency of required facilities and services must be certified shall be approved for the subject parcel(s) without the issuance of a certificate of concurrency for the development based on the actual densities and intensities proposed in the future development's permit application.

I/We also acknowledge and agree that approval of a zoning district amendment (rezoning) or Future Land Use Map amendment does not certify, vest, or otherwise guarantee that concurrency of required facilities and services is, or will be, available for any future development of the subject parcels.

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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.

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I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 2 DAY OF NOV, YEAR OF 2016.

Signature of Property Owner / AGENT	Joe A Rector, JR Printed Name of Property Owner	11/2/16 Date
Signature of Property Owner	Printed Name of Property Owner	Date

4. **Please complete the following Forms: Concurrency Determination Acknowledgement and Affidavit of Owner/Limited Power of Attorney (if applicable).**

CONCURRENCY DETERMINATION ACKNOWLEDGMENT

Property Reference Number(s): 06-1S-31-1101-006-001

Property Address: 10035 BEULAH ROAD

I/We acknowledge and agree that no future development for which concurrency of required facilities and services must be certified shall be approved for the subject parcel(s) without the issuance of a certificate of concurrency for the development based on the actual densities and intensities proposed in the future development's permit application.

I/We also acknowledge and agree that approval of a zoning district amendment (rezoning) or Future Land Use Map amendment does not certify, vest, or otherwise guarantee that concurrency of required facilities and services is, or will be, available for any future development of the subject parcels.

I/We further acknowledge and agree that no development for which concurrency must be certified shall be approved unless at least one of the following minimum conditions of the Comprehensive Plan will be met for each facility and service of the County's concurrency management system prior to development approval:

a. The necessary facilities or services are in place at the time a development permit is issued.

b. A development permit is issued subject to the condition that the necessary facilities and services will be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.

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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 2 DAY OF NOV, YEAR OF 2016.

Signature of Property Owner/AGENT	Joe A. Rector Printed Name of Property Owner	11/2/16 Date
Signature of Property Owner	Printed Name of Property Owner	Date

AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

(if applicable)

As owner of the property located at ~~10055 BEULAH~~ 10150 Rebel ROAD ESCAMBIA Co., Florida, property reference number(s) _____ I hereby designate DEWBERRY | PREBLE-RISH, JOE A. RECTOR, JR. for the sole purpose of completing this application and making a presentation to the Planning Board and the Board of County Commissioners to request a rezoning on the above referenced property. This Limited Power of Attorney is granted on this 25 day of OCT the year of, 2016, and is effective until the Board of County Commissioners or the Board of Adjustment has rendered a decision on this request and any appeal period has expired. The owner reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice to the Development Services Bureau.

Agent Name: JOE A. RECTOR, JR Email: jrector@dewberry.com
Address: 25 W CEDAR ST, STE 110, PENSACOLA, FL 32502 Phone: 8505027160

	John D. Russo	11/1/16
Signature of Property Owner	Printed Name of Property Owner	Date
	Angela Russo	11/1/16
Signature of Property Owner	Printed Name of Property Owner	Date

STATE OF FLORIDA COUNTY OF ESCAMBIA
The foregoing instrument was acknowledged before me this 1 day of NOV 2016,
by JOHN D RUSSO AND ANGELA K RUSSO.
Personally Known ☐ OR Produced Identification ☑ Type of Identification Produced: FL DL/FL DL

	KIMBERLY SILCOX
Signature of Notary	Printed Name of Notary

(Notary Seal)

KIMBERLY SILCOX
Notary Public - State of Florida
Commission # GG 002507
My Comm. Expires Oct 10, 2020

AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY
(if applicable)

As owner of the property located at 10035 BEULAH ROAD ESCAMBIA Co., Florida, property reference number(s) _____ I hereby designate DEWBERRY | PREBLE-RISH, JOE A. RECTOR, JR. for the sole purpose of completing this application and making a presentation to the Planning Board and the Board of County Commissioners to request a rezoning on the above referenced property. This Limited Power of Attorney is granted on this 25 day of OCT the year of, 2016, and is effective until the Board of County Commissioners or the Board of Adjustment has rendered a decision on this request and any appeal period has expired. The owner reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice to the Development Services Bureau.

Agent Name: JOE A. RECTOR, JR Email: jrector@dewberry.com
Address: 25 W CEDAR ST., STE 110, PENSACOLA, FL 32502 Phone: 8505027160

Charles V. Rettew III	Charles V. Rettew III	10/26/16
Signature of Property Owner	Printed Name of Property Owner	Date
Signature of Property Owner	Printed Name of Property Owner	Date

STATE OF Florida COUNTY OF Escambia
The foregoing instrument was acknowledged before me this 26th day of October 20 16
by Charles V Rettew III.
Personally Known ☑ OR Produced Identification☐. Type of Identification Produced: _____

Nulma Williams	Melissa Williams
Signature of Notary	Printed Name of Notary

(Notary Seal)

MELISSA WILLIAMS
MY COMMISSION # FF 169319
EXPIRES: October 19, 2018
Bonded Thru Notary Public Underwriters

Last Updated: 1/14/16

AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

(if applicable)

As owner of the property located at 10035 525 BEULAH ROAD ESCAMBIA CO., Florida, property reference number(s) _____ I hereby designate DEWBERRY | PREBLE-RISH, JOE A. RECTOR, JR. for the sole purpose of completing this application and making a presentation to the Planning Board and the Board of County Commissioners to request a rezoning on the above referenced property. This Limited Power of Attorney is granted on this 25 day of OCT the year of, 2016, and is effective until the Board of County Commissioners or the Board of Adjustment has rendered a decision on this request and any appeal period has expired. The owner reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice to the Development Services Bureau.

Agent Name: JOE A. RECTOR, JR Email: jrector@dewberry.com
Address: 25 W CEDAR ST., STE 110, PENSACOLA, FL 32502 Phone: 8505027160

John I Berry	JOHN I. BERRY	10-27-2016
Signature of Property Owner	Printed Name of Property Owner	Date
Signature of Property Owner	Printed Name of Property Owner	Date

STATE OF Florida COUNTY OF Escambia
The foregoing instrument was acknowledged before me this 27 day of October 20 16,
by John I Berry.
Personally Known □ OR Produced Identification□. Type of Identification Produced: FL DL B600469462880

Melissa Williams	Melissa Williams
Signature of Notary	Printed Name of Notary

MELISSA WILLIAMS
MY COMMISSION # FF 169319
EXPIRES: October 19, 2018
Bonded Thru Notary Public Underwriters

(Notary Seal)

5. Submittal Requirements

A. _____ Completed application: All applicable areas of the application shall be filled in and submitted to the Planning and Zoning Department, 3363 West Park Place, Pensacola, FL 32505.

B. _____ Application Fees: To view fees visit the website: http://myescambia.com/business/ds/planning-board or contact us at 595-3547

Note: Fees include all notices and advertisements required for the public hearing and a $5 technical fee. Payments must be submitted prior to 3 pm of the closing date of acceptance of application. Please make checks payable to Escambia County. MasterCard and Visa are also accepted.

C. _____ Legal Proof of Ownership (ex: copy of Tax Notice or Warranty Deed) **AND** a Certified Boundary Survey (Include Corporation/LLC documentation if applicable.)

D. _____ Compatibility Analysis (if applicable): If the subject property does not meet the roadway requirements of Locational Criteria, a compatibility analysis prepared by the applicant is required to provide substantial evidence of unique circumstances regarding the parcel or use that were not anticipated by the alternative criteria. (See "Documented Compatibility" within the request zoning district of the LDC.)

E. _____ Signed and Notarized Affidavit of Owner/Limited Power of Attorney AND Concurrency Determination Acknowledgement (pages 4 and 5).

By my signature, I hereby certify that:

1) I am duly qualified as owner(s) or authorized agent to make such application, this application is of my own choosing, and staff has explained all procedures relating to this request; and
2) All information given is accurate to the best of my knowledge and belief, and I understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application; and
3) I understand that there are no guarantees as to the outcome of this request, and that the application fee is non-refundable; and
4) I authorize County staff to enter upon the property referenced herein at any reasonable time for purposes of site inspection and authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County staff; and
5) I am aware that Public Hearing notices (legal ad and/or postcards) for the request shall be provided by the Development Services Bureau.

Signature of Owner/Agent	JOE A. RECTOR, JR. Printed Name Owner/Agent	11/1/16 Date
Signature of Owner	Printed Name of Owner	Date

STATE OF Florida COUNTY OF Escambia The foregoing instrument was acknowledged before me this 3rd day of November 20 16, by Joe A Rector Jr.

Personally Known ☐ OR Produced Identification ☒ Type of Identification Produced: FLDL

Signature of Notary	Barrett Bannister Printed Name of Notary	(notary seal)

Barrett Bannister
Commission # FF 061255
Expires: Nov. 29, 2017
WWW.AARONNOTARY.com

Source: Escambia County Property Appraiser

Navigate Mode ◉Account ○Reference

Restore Full Page Version

General Information

Reference:	061S311102000000
Account:	090256125
Owners:	RUSSO JOHN D & ANGELA K
Mail:	2700 SILHOUETTE DR CANTONMENT, FL 32533
Situs:	10000 BLK REBEL RD 32526
Use Code:	TIMBERLAND, MISC. - PINES
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
2016	$1,765	$0	$1,765	$1,765
2015	$1,765	$0	$1,765	$1,765
2014	$1,799	$0	$1,799	$1,799

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
03/2000	4534	78	$93,900	WD	View Instr
10/1999	4496	98	$100	WD	View Instr
01/1968	416	209	$100	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2016 Certified Roll Exemptions

Legal Description

S 10 ACRES OF NE 1/4 OF NE 1/4 & N 10 ACRES OF SE 1/4 OF NE 1/4 & S 10 ACRES OF NW 1/4 OF NE 1/4 OR 4534 P 76/78...

Extra Features

None

Parcel Information

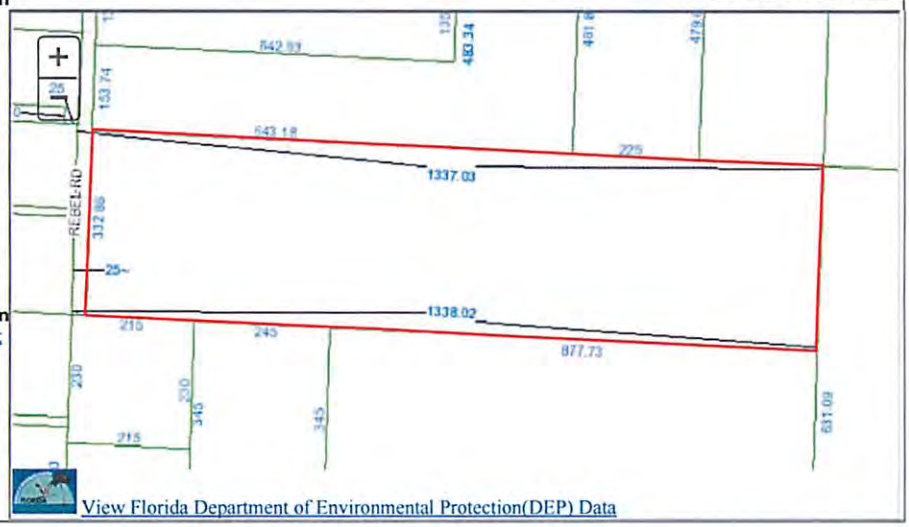
Launch Interactive Map

Section Map Id:
06-1S-31

Approx. Acreage:
10.0300

Zoned:
LDR

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:	061S311102000003
Account:	090256190
Owners:	RUSSO JOHN D & ANGELA K
Mail:	2700 SILHOUETTE DR CANTONMENT, FL 32533
Situs:	10000 BLK BEULAH RD 32526
Use Code:	TIMBER 1
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
2016	$1,466	$0	$1,466	$1,466
2015	$1,466	$0	$1,466	$1,466
2014	$1,466	$0	$1,466	$1,466

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
03/2000	4534	78	$93,900	WD	View Instr
10/1999	4496	98	$100	WD	View Instr
07/1999	4471	889	$50,000	WD	View Instr
01/1989	2654	543	$64,800	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2016 Certified Roll Exemptions

Legal Description

BEG AT SE COR OF SEC N 0 DEG 28 MIN 21 SEC W ALG E LI OF SEC 3698 44/100 FT N 89 DEG 57 MIN 38 SEC W 801 35/100 FT...

Extra Features

None

Parcel Information

Launch Interactive Map

Section Map Id:
06-1S-31

Approx. Acreage:
8.2800

Zoned:
LDR

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:	061S311101006001
Account:	090256056
Owners:	BERRY JOHN I & MARGARITA C
Mail:	2441 SPYGLASS CIR PENSACOLA, FL 32526
Situs:	BEULAH RD 32526
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
2016	$48,600	$0	$48,600	$42,322
2015	$38,475	$0	$38,475	$38,475
2014	$38,475	$0	$38,475	$38,475

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
08/2004	5491	558	$85,000	WD	View Instr
10/2000	4616	275	$50,800	WD	View Instr
07/1988	2577	514	$34,000	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2016 Certified Roll Exemptions

Legal Description

BEG AT NE COR SEC S 89 DEG 59 MIN 27 SEC W ALG N LI OF SD SEC 50 FT S 00 DEG 28 MIN 21 SEC E 33 FT TO INTER OF W R/W...

Extra Features

None

Parcel Information

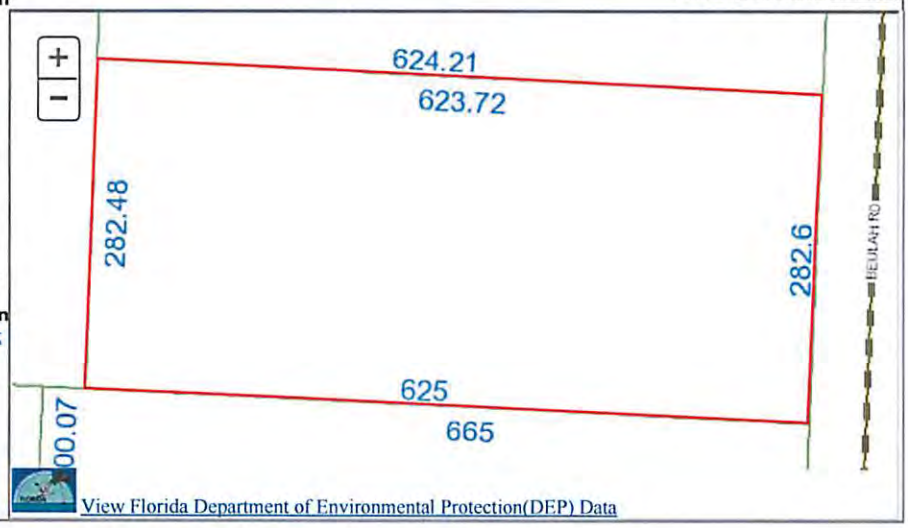
Launch Interactive Map

Section Map Id:
06-1S-31

Approx. Acreage:
4.0500

Zoned:
LDR

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:	061S311102000001
Account:	090256150
Owners:	RETTEW CHARLES V & SHIRLEY B
Mail:	10035 BEULAH RD PENSACOLA, FL 32526
Situs:	10035 BEULAH RD 32526
Use Code:	SINGLE FAMILY RESID
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
2016	$48,000	$106,895	$154,895	$116,946
2015	$38,000	$101,654	$139,654	$116,134
2014	$38,000	$97,493	$135,493	$115,213

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
01/1989	2654	534	$100	WD	View Instr
01/1989	2654	533	$100	QC	View Instr
01/1971	539	640	$31,800	WD	View Instr
01/1969	455	638	$3,500	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2016 Certified Roll Exemptions

HOMESTEAD EXEMPTION

Legal Description

BEG AT SE COR OF SEC N 0 DEG 28 MIN 21 SEC W 3885 02/100 FT N 89 DEG 51 MIN 09 SEC W 50 FT TO W R/W LI OF BEULAH...

Extra Features

POOL
UTILITY BLDG

Parcel Information

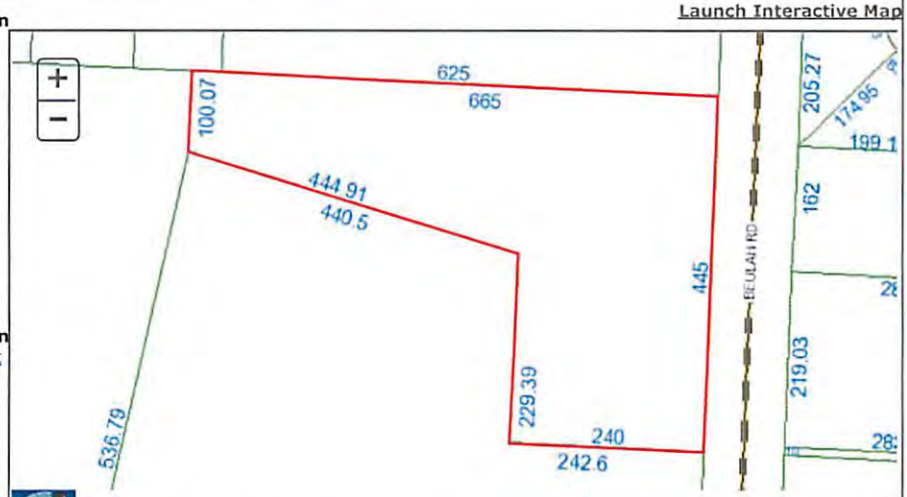
Launch Interactive Map

Section Map Id:
06-1S-31

Approx. Acreage:
4.0000

Zoned:
LDR

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

Return To:
Southland Title of Pensacola, Inc.
1120 N. 12th Ave.
Pensacola, Florida 32501

OR BK 4534 PG0078
Escambia County, Florida
INSTRUMENT 00-714571

FILE NO. 00-20070
DOC. 657.30
REC: 15.00
TOTAL 672.30
STATE OF FLORIDA
COUNTY OF Escambia

WARRANTY DEED

Tax ID # 06-1S-31-1102-000-000
06-1S-31-1102-000-003

DEED DOC STAMPS PD @ ESC CO $ 657.30
03/14/00 ERNIE LEE MAGANA, CLERK
By: [signature]

KNOW ALL MEN BY THESE PRESENTS: That
Louise Nell and Lillian Kiedinger, Trustees of
"The Faedke Living Trust"
7206 Tippin Ave. Pensacola, FL 32504, 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
John D. Russo and Angela K. Russo, husband and wife
3600 Stefani Rd. Cantonment, FL 32533, Grantee*
Address: Rebel Rd.
grantee's heirs, executors, administrators and assigns, forever, the following described property, situate, lying and being in the County of Escambia, State of Florida, to wit:

See Attached Exhibit "A" for legal description

Prepared by:
Amy Frederickson
Southland Title of Pensacola, Inc.
1120 N. 12th Ave.
Pensacola, Florida
32501

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 March 10, 2000

[signature] Amy Frederickson
Amy Frederickson

[signature] Louise K Nell (Seal)
Louise Nell, Trustee
(Seal)

[signature] Kathy G Wilson
Kathy G Wilson

(Seal)
Lillian Kiedinger, Trustee
[signature] Lillian Kiedinger (Seal)

STATE OF Florida
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 10th day of March, 2000
by Louise Nell and Lillian Kiedinger, Trustees
who is/are personally known to me or who has/have produced driver's licenses
as identification and who did take an oath.

My Commission expires:

(Seal)

AMY FREDERICKSON
Notary Public-State of FL
Comm. Exp. Oct. 30, 2001
Comm. No. CC[illegible]

[signature] Amy Frederickson
Notary Public
Serial Number:

Exhibit "A"

Commence at the Southeast corner of Section 6, Township 1 South, Range 31 West, Escambia County, Florida; thence North 00 degrees 45'32" West along the East line of said Section 6 for a distance of 3648.44 feet; thence South 89 degrees 45'11" West for a distance of 801.55 feet for the Point of Beginning.

Thence continue South 89 degrees 45'11" West for a distance of 557.57 feet to the East line of the Southwest Quarter of the Northeast Quarter of said Section 6; thence North 00 degrees 55'07" West along said East line for a distance of 297.01 feet to the Northeast corner of said Southwest Quarter of Northeast Quarter; thence South 89 degrees 42'54" West along the North line of said Southwest Quarter of Northeast Quarter for a distance of 1338.02 feet to the Northwest corner of said Southwest Quarter of Northeast Quarter; thence North 00 degrees 24'42" West along the West line of the Northeast Quarter of said Section 6 for a distance of 332.86 feet; thence North 89 degrees 42'42" East for a distance of 1494.99 feet; thence South 00 degrees 55'18" East for a distance of 100.65 feet; thence South 06 degrees 31'09" West for a distance of 333.45 feet to the Point of Beginning.

All lying and being in Section 6, Township 1 South, Range 31 West, Escambia County, Florida.

Containing 18.55 acres, more or less.

OR BK 4534 P80080
Escambia County, Florida
INSTRUMENT 00-714571

RCD Mar 14, 2000 01:01 pm
Escambia County, Florida

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 00-714571

Residential Sales

Abutting Roadway Maintenance Disclosure

ATTENTION: Pursuant to Escambia County Code of Ordinances Chapter 1-29.2, Article V, sellers of residential lots are required to disclose to buyers whether abutting roadways will be maintained by Escambia County, and if not, what person or entity will be responsible for maintenance. The disclosure must additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Escambia County Code of Ordinances Chapter 1-29.2, Article V requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made part of the public records of Escambia County, Florida.
NOTE: Acceptance for filing of County Employees of this disclosure shall in no way be construed as an acknowledgment by the County of the veracity of any disclosure statement.

Name of Roadway: Rebel Rd.
Legal Address of Property: Rebel Rd.

The County (X) has accepted ( ) has not accepted the abutting roadway for maintenance.

This form completed by:

Southland Title of Pensacola, Inc.
Name
1120 N. 12th Ave.
Address
Pensacola, Florida 32501
City, State, Zip Code

As to Seller(s):

Seller's Name: Louise Nell, Trustee
Witness' Name: Amy Frederickson

Seller's Name: Lillian Kiedinger, Trustee
Witness' Name: Karl D. Wilson

As to Buyer(s):

Buyer's Name: John D. Russo
Witness' Name: Amy Frederickson

Buyer's Name: Angela K. Russo
Witness' Name: Karl D. Wilson

THIS FORM APPROVED BY THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
Effective: 4/15/95

Recd ~~4.00+0.50~~ 10.00+1.50 .55

(2)

CORRECTIVE
WARRANTY DEED

OR BOOK 2654 PG 534

State of Florida

COUNTY OF ESCAMBIA

KNOW ALL MEN BY THESE PRESENTS: That LOUIS J. FAEDKE and KATIE FAEDKE, husband and wife, AND J. LOWELL LOADHOLTZ and DELORES S. LOADHOLTZ, husband and wife, ,Grantor,

for and in consideration of Ten Dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged, do bargin, sell, convey and grant unto CHARLES V. RETTEW and SHIRLEY B. RETTEW, husband and wife, , Grantee, of

Rte. 8, Box 695, Pensacola, FL 32506 .

(Use of the terms "grantor" and "grantee" shall include singular or plural, the masculine or the feminine, where appropriate, and shall also include, but not be limited to, their heirs, assigns or successors in interest) the following described real property, situate, lying and being in the State of Florida, and County of Escambia to wit:

Commencing at the Southeast corner of Section 6, Township 1 South, Range 31 West, Escambia County, Florida; thence run N 00°28'21" W along the East line of said Section 6 for 3885.02 feet; thence N 89°51'09" W for 50.00 feet to the West right of way line of Beulah Road (100' R/W) for the point of beginning; thence continue N 89°51'09" W for 242.60 feet; thence N 00°25'15" W for 229.39 feet; thence N 74°54'20" W for 440.50 feet; thence N 00°37'55" W for 100.65 feet; thence S 89°59'55" E for 667.04 feet to the west right of way line of Beulah Road; thence S 00°28'21" E along said West right of way line for 445.25 feet to the Point of Beginning. Containing 4.02 acres, more or less.

THIS IS A CORRECTIVE DEED GIVEN TO CORRECT THE LEGAL DESCRIPTION IN THE WARRANTY DEED RECORDED IN O. R. BOOK 539, PAGE 640, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

"THIS INSTRUMENT WAS PREPARED BY Rhonda Sewell
AN EMPLOYEE OF
LAWYERS TITLE INSURANCE CORPORATION
55 SOUTH BAYLEN STREET
PENSACOLA, FLORIDA
INCIDENT TO THE ISSUANCE OF A
TITLE INSURANCE CONTRACT."

(OVER) 690562

FILED AND RECORDED IN THE PUBLIC RECORDS ESCAMBIA CO. FLA. ON JAN 26 3 42 PM '89

D. S. PD. $.55
DATE 1-26-89
JOE A. FLOWERS, COMPTROLLER
BY: D. Powers D.C.
CERT. REG. #59-2043328-27-01

Subject to taxes for current year and to valid easements, mineral reservations and restrictions of record affecting the above property, if any.
To have and to hold the same, 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 the grantor covenants that he is well seized of an indefeasible estate in fee simple in the said property, and has a good right to convey the same; that it is free of lien or encumbrance, and that he, his heirs, executors and administrators, the said grantee, his 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 fully warrant and defend.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents this 12th day of January, 19 89.

Signed, sealed and delivered in the presence of:

Louis J. Faedke / Katie Faedke (SEAL)

1) B. C. Miller 2) June Kreppel

J. Lowell Loadholtz / Delores S. Loadholtz (SEAL)

State of Florida

COUNTY OF ESCAMBIA

SPACE BELOW FOR RECORDERS USE

Before the subscriber personally appeared Louis J. Faedke and Katie Faedke, husband and wife, XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXXXX .

known to me, and known to me to be the person(s) described by said name(s) in and who executed the foregoing instrument and acknowledged executing the same for the uses and purposes therein set forth.

Given under my hand and official seal this 12th day of Jan. 19 89.

Notary Public

My commission expires 6/11/90

File #3A-33625

—over—

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged in my presence this x 18 day of January, 1989, by J. Lowell Loadholtz and Delores S. Loadholtz, husband and wife.

x Lessie T. Spaulding
Notary Public

(SEAL)x

My Commission Expires: x

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. AUG 21, 1989
CONDED THRU GENERAL INS. UND.

FILED AND RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA CO. FLA. ON
JAN 26 3 42 PM '89

690562

GMR: 01-05-17 Rezoning Case Z-2016-10 Attachment 68 of 100

27.00
595.00

OR BK 5491 PG0558
Escambia County, Florida
INSTRUMENT 2004-283034

DEED DOC STAMPS PD @ ESC CO $ 595.00
09/03/04 ERNIE LEE MAGAHA, CLERK

Prepared by
Rhonda Nall, an employee of
First American Title Insurance Company
4300 Bayou Boulevard, Suite 17E
Pensacola, Florida 32503
(850) 484-5566

Return to: Grantee

File No.: 2124-603480

WARRANTY DEED

This indenture made on **August 30, 2004** A.D., by

Susan A. Shanahan, a single woman

whose address is: **4634 Schaag Road, Molino, FL 32577**
hereinafter called the "grantor", to

John I. Berry and Margarita C. Berry, husband and wife

whose address is: **2441 Spyglass Circle, Pensacola, FL 32526**
hereinafter called the "grantee":

(Which terms "Grantor" and "Grantee" shall include singular or plural, corporation or individual, and either sex, and shall include heirs, legal representatives, successors and assigns of the same)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, ($10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in **Escambia** County, **Florida**, to-wit:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 6, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE RUN SOUTH 89°59'27" WEST ALONG THE NORTH LINE OF SAID SECTION 6 FOR 50.00 FEET; THENCE RUN SOUTH 00°28'21" EAST FOR 33.00 FEET TO THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF BEULAH ROAD (100' R/W) WITH THE SOUTH RIGHT OF WAY LINE OF FRANK REEDER ROAD (66' R/W); THENCE CONTINUE SOUTH 00°28'21" EAST ALONG SAID WEST RIGHT OF WAY LINE FOR 682.59 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE LAST COURSE RUN SOUTH 00°28'21" EAST ALONG THE WEST RIGHT OF WAY LINE OF BEULAH ROAD FOR 282.60 FEET; THENCE RUN NORTH 89°59'55" WEST FOR 625.00 FEET; THENCE RUN NORTH 00°12'35" WEST FOR 282.48 FEET; THENCE RUN NORTH 89°59'21" EAST FOR 623.72 FEET TO THE POINT OF BEGINNING.

Parcel Identification Number: **061S31-1101-006-001**

Subject to all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions imposed by governmental authorities, if any.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31st of 2003.

In Witness Whereof, the grantor has hereunto set their hand(s) and seal(s) the day and year first above written.

Susan A. Shanahan

Signed, sealed and delivered in our presence:

Witness Signature

Print Name: Rhonda D. Nall

Witness Signature

Print Name: Rennee Hamel

State of **Florida**

County of **Escambia**

The Foregoing Instrument Was Acknowledged before me on **August 30, 2004,** by **Susan A. Shanahan, a single woman** who is/are personally known to me or who has/have produced a valid driver's license as identification.

NOTARY PUBLIC RHONDA D. NALL
Notary Public - State of Florida
My Commission Expires Aug 25, 2008
Commission # DD 339444

Notary Print Name

My Commission Expires

Notary Public - State of Florida
My Commission Expires Aug 25, 2008
Commission # DD 339444
Bonded By National Notary Assn.

603480

OR BK 5491 PG0560
Escambia County, Florida
INSTRUMENT 2004-283034

RCD Sep 03, 2004 08:56 am
Escambia County, Florida

ERNIE LEE MAGAHA
Clerk of the Circuit Court
INSTRUMENT 2004-283034

RESIDENTIAL SALES
ABUTTING ROADWAY
MAINTENANCE DISCLOSURE

ATTENTION: Pursuant to Escambia County Code of Ordinances Chapter 1-29.2, Article V, sellers of residential lots are required to disclose to buyers whether abutting roadways will be maintained by Escambia County. The disclosure may additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Escambia County Code of Ordinances Chapter 1-29.2, Article V, requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made a part of the public records of Escambia County, Florida. Note: Acceptance for filing by County employees of this disclosure shall in no way by construed as an acknowledgement by the County of the veracity of any disclosure statement.

Name of Roadway: **Beulah Road**

Legal Address of Property: **Beulah Road, Pensacola, Florida 32526**

The County (x) has accepted (_____) has not accepted the abutting roadway for maintenance.

This form completed by: **First American Title Insurance Company**
4300 Bayou Boulevard, Suite 17E
Pensacola, Florida 32503

Signed, sealed and delivered in our presence:

Witness Signature

Print Name: Rhonda Wall

Witness Signature

Print Name: Rennee Hamel

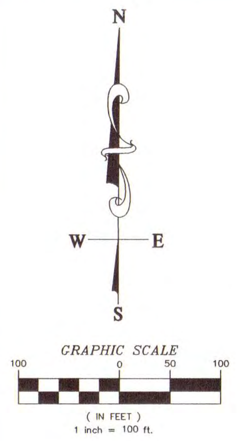
Susan A. Shanahan

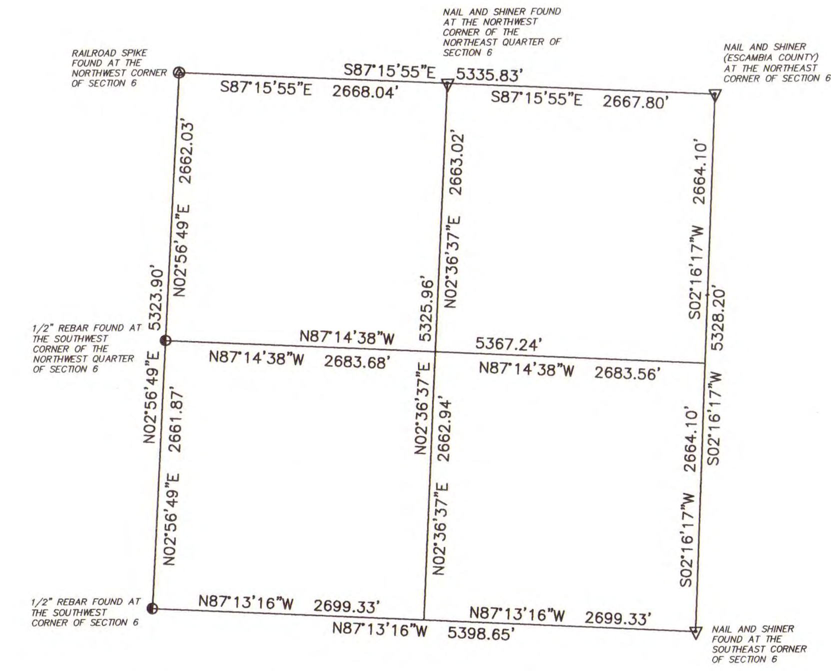
John I. Berry

Margarita C. Berry

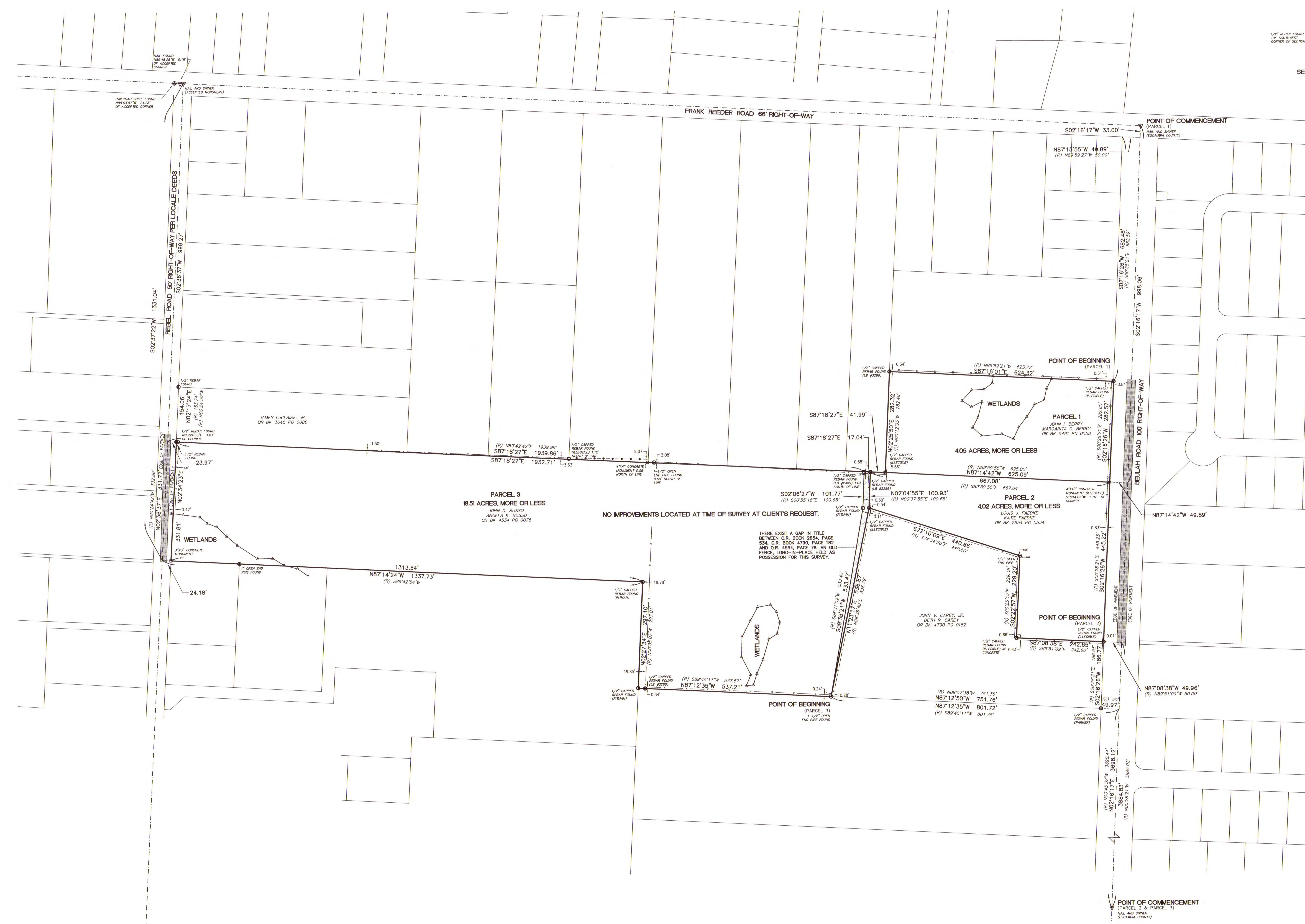
THIS FORM APPROVED BY THE
ESCAMBIA COUNTY BOARD
OF COUNTY COMMISSIONERS
Effective: 4/15/95

PROPERTY IS LOCATED IN SECTIONS 6, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA.





SECTION 6, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA



LEGEND:

- △ = WETLAND MARKER
- ⊡ = CONCRETE MONUMENT FOUND
- ⊗ = CRIMP TOP IRON PIN FOUND IN PLACE
- ◐ = REBAR FOUND
- ▽ = NAIL FOUND
- O = CAPPED REBAR FOUND
- ⊙ = OPEN END IRON PIPE FOUND
- ● = CAPPED REBAR SET (LB 8011)
- ⊗ = RAILROAD SPIKE FOUND IN PLACE
- REC = RECORD MAP OR PLAT BEARING AND DISTANCE
- —x— = BARB WIRE / WIRE FENCE
- —•—•— = CHAIN-LINK FENCE
- —o— = HOG WIRE FENCE

FLOOD CERTIFICATE:

THIS PROPERTY LIES WITHIN ZONE "X" AS SCALED FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP OF ESCAMBIA COUNTY, FLORIDA, MAP NUMBER 12033C0270G, COMMUNITY NUMBER 120080, PANEL NUMBER 0270, SUFFIX G, MAP REVISED DATE SEPTEMBER 29, 2006.

SURVEYOR'S NOTES:

1. ALL MEASUREMENTS WERE MADE IN ACCORDANCE WITH U.S. STANDARDS.
2. NO TITLE SEARCH, TITLE OPINION OR ABSTRACT WAS PERFORMED BY, NOR PROVIDED TO DEWBERRY|PREBLE-RISH FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, ENCROACHMENTS, RIGHT-OF-WAYS, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
3. THERE WAS NO ATTEMPT TO DETERMINE THE EXISTENCE, LOCATION, OR EXTENT OF ANY SUB-SURFACE FEATURES.
4. THE LINES REPRESENTING THE CENTERLINE AND RIGHT-OF-WAYS OF THE STREETS ARE SHOWN FOR VISUAL PURPOSES ONLY AND WERE NOT SURVEYED UNLESS RIGHT-OF-WAY MONUMENTATION IS ALSO SHOWN.
5. SURVEY WAS CONDUCTED ON NOVEMBER 4TH-7TH, 2016; AND IS RECORDED IN FIELD BOOK #305, AT PAGES 28 & 29, AND IN AN ELECTRONIC DATA FILE.
6. BEARINGS SHOWN HEREON ARE REFERENCED TO FLORIDA STATE PLANE COORDINATES, NORTH ZONE, NAD 1983/90, U.S. SURVEY FEET, BEARING N02°16'17"W ALONG THE EAST LINE OF SECTION 6, TOWNSHIP 1 SOUTH, RANGE 31 WEST
7. ALL GPS OBSERVATIONS WERE TAKEN USING REAL TIME KINEMATIC GPS.
8. THIS SURVEY IS BASED UPON MONUMENTATION FOUND IN PLACE AND DOES NOT PURPORT TO BE A RETRACEMENT AND PROPORTIONING OF THE ORIGINAL GOVERNMENT SURVEY.
9. THERE MAY BE ADDITIONAL RESTRICTIONS NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.
10. WETLANDS SHOWN HEREON WERE LOCATED BY BIOME IN SEPTEMBER, 2016.

SURVEYOR'S CERTIFICATE:

STATE OF FLORIDA
COUNTY OF ESCAMBIA

WE, DEWBERRY | PREBLE-RISH, A FIRM OF LICENSED ENGINEERS AND LAND SURVEYORS OF DAPHNE, ALABAMA, HEREBY STATE THAT THE ABOVE IS A CORRECT MAP OR PLAT OF THE FOLLOWING DESCRIBED PROPERTY SITUATED IN ESCAMBIA COUNTY, FLORIDA, TO-WIT:

PARCEL 1:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 6, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE RUN SOUTH 89°59'27" WEST ALONG THE NORTH LINE OF SAID SECTION 6 FOR 50.00 FEET; THENCE RUN SOUTH 00°28'21" EAST FOR 33.00 FEET TO THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF BEULAH ROAD (100' R/W) WITH THE SOUTH RIGHT OF WAY LINE OF FRANK REEDER ROAD (66' R/W); THENCE CONTINUE SOUTH 00°28'21" EAST ALONG SAID WEST RIGHT OF WAY LINE FOR 682.59 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE LAST COURSE RUN SOUTH 00°28'21" EAST ALONG THE WEST RIGHT OF WAY LINE OF BEULAH ROAD FOR 282.60 FEET; THENCE RUN NORTH 89°59'55" WEST FOR 625.00 FEET; THENCE RUN NORTH 00°12'35" WEST FOR 282.48 FEET; THENCE RUN NORTH 89°59'21" EAST FOR 623.72 FEET TO THE POINT OF BEGINNING. (DESCRIPTION COPIED FROM THAT INSTRUMENT RECORD AT O.R. BOOK 5491, PAGE 558, PROBATE RECORDS, ESCAMBIA COUNTY, FLORIDA.)

PARCEL 2:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 6, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE RUN N 00°28'21" W ALONG THE EAST LINE OF SAID SECTION 6 FOR 3885.02 FEET; THENCE N 89°51'09" W FOR 50.00 FEET TO THE WEST RIGHT OF WAY LINE OF BEULAH ROAD (100' R/W) FOR THE POINT OF BEGINNING; THENCE CONTINUE N 89°51'09" W FOR 242.60 FEET; THENCE N 00°25'15" W FOR 229.39 FEET; THENCE N 74°54'20" W FOR 440.50 FEET; THENCE N 00°37'55" W FOR 100.65 FEET; THENCE S 89°59'55" E FOR 667.04 FEET TO THE WEST RIGHT OF WAY LINE OF BEULAH ROAD; THENCE S 00°28'21" E ALONG SAID WEST RIGHT OF WAY LINE FOR 445.25 FEET TO THE POINT OF BEGINNING. CONTAINING 4.02 ACRES, MORE OR LESS. (DESCRIPTION COPIED FROM THAT INSTRUMENT RECORD AT O.R. BOOK 2654, PAGE 534, PROBATE RECORDS, ESCAMBIA COUNTY, FLORIDA.)

PARCEL 3:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 6, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE NORTH 00 DEGREES 45'32" WEST ALONG THE EAST LINE OF SAID SECTION 6 FOR A DISTANCE OF 3698.44 FEET; THENCE SOUTH 89 DEGREES 45'11" WEST FOR A DISTANCE OF 801.35 FEET FOR THE POINT OF BEGINNING. THENCE CONTINUE SOUTH 89 DEGREES 45'11" WEST FOR A DISTANCE OF 537.57 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 6; THENCE NORTH 00 DEGREES 35'07" WEST ALONG SAID EAST LINE FOR A DISTANCE OF 297.01 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF NORTHEAST QUARTER; THENCE SOUTH 89 DEGREES 42'54" WEST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF NORTHEAST QUARTER FOR A DISTANCE OF 1338.02 FEET TO THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF NORTHEAST QUARTER; THENCE NORTH 00 DEGREES 24'42' WEST ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 6 FOR A DISTANCE OF 332.86 FEET; THENCE NORTH 89 DEGREES 42'42" EAST FOR A DISTANCE OF 1939.99 FEET; THENCE SOUTH 00 DEGREES 55'18" EAST FOR A DISTANCE OF 100.65 FEET; THENCE SOUTH 06 DEGREES 31'09" WEST FOR A DISTANCE OF 535.45 FEET TO THE POINT OF BEGINNING. ALL LYING AND BEING IN SECTION 6, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA. CONTAINING 18.55 ACRES, MORE OR LESS. (DESCRIPTION COPIED FROM THAT INSTRUMENT RECORD AT O.R. BOOK 4534, PAGE 78, PROBATE RECORDS, ESCAMBIA COUNTY, FLORIDA.)

PARCEL 3 BEING SURVEYED AND MORE PARTICULARLY DESCRIBED, TO WIT:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 6, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND RUN THENCE NORTH 02 DEGREES 16 MINUTES 17 SECONDS EAST, ALONG THE EAST LINE OF SAID SECTION 6, A DISTANCE OF 3698.12 FEET; THENCE RUN NORTH 87 DEGREES 12 MINUTES 35 SECONDS WEST, A DISTANCE OF 801.72 FEET TO A 1-1/2" OPEN END PIPE FOR THE POINT OF BEGINNING: THENCE RUN NORTH 87 DEGREES 12 MINUTES 35 SECONDS WEST, A DISTANCE OF 537.21 FEET TO A 1/2" CAPPED REBAR (PITMAN); THENCE RUN NORTH 02 DEGREES 27 MINUTES 34 SECONDS EAST, A DISTANCE OF 297.10 FEET TO A 1/2" CAPPED REBAR (PITMAN); THENCE RUN NORTH 87 DEGREES 14 MINUTES 24 SECONDS WEST, A DISTANCE OF 1313.54 FEET TO A 3"X3" CONCRETE MONUMENT ON THE EAST RIGHT-OF-WAY OF REBEL ROAD; THENCE RUN NORTH 02 DEGREES 34 MINUTES 23 SECONDS EAST, ALONG SAID REBEL ROAD, A DISTANCE OF 331.81 FEET TO A 1/2" REBAR; THENCE RUN SOUTH 87 DEGREES 18 MINUTES 27 SECONDS EAST, A DISTANCE OF 1932.71 FEET TO A 1/2" CAPPED REBAR (LB #3286); THENCE RUN SOUTH 02 DEGREES 04 MINUTES 55 SECONDS WEST, A DISTANCE OF 100.93 FEET TO A 1/2" CAPPED REBAR; THENCE RUN SOUTH 11 DEGREES 23 MINUTES 17 SECONDS WEST, A DISTANCE OF 536.67 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 18.51 ACRES, MORE OR LESS.

THIS SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM DEWBERRY | PREBLE-RISH.

I HEREBY CERTIFY THAT THE SURVEY REPRESENTED HEREON MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050-052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

11/10/16
DATE SIGNED

DEWBERRY | PREBLE-RISH
GEORGE D. GIBSON III, P.S.M. - LS 5830

SURVEY NOT VALID WITHOUT ORIGINAL SIGNATURE AND SEAL.

GEORGE D. GIBSON III LICENSE No. 5830 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

BOUNDARY SURVEY	DATE: 11/10/2016
RUSSO DEVELOPMENT	SCALE: 1" = 100'
	DRAWN BY: JAF
Dewberry | PREBLE-RISH	CHECKED BY: GDG
	SECTION 6, T-1-S, R-31-WE ESCAMBIA COUNTY, FL
9949 Bellaton Ave Daphne, AL 36526	PROJECT# 50086487
251.990.9950 fax 251.990-9910 info@preble-rish.net	REF.# -
	DWG.# 50086487.DWG
	SHEET NO. 1 OF 1

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

INTEROFFICE MEMORANDUM

TO: Andrew Holmer, Development Services Manager
Development Services Department

FROM: Tommy Brown, Transportation Planner
Transportation & Traffic Operations Division

THRU: David Forte, Division Manager
Transportation & Traffic Operations Division

DATE: November 9, 2016

RE: Transportation & Traffic Operations (TTO) Comments

TTO Staff has reviewed the agenda for the upcoming Planning Board meeting scheduled for December 6, 2016. Please see staff comments below:

- The existing right-of-way along Rebel Rd is unknown at this time. The amount needed will be determined during Development Review Committee submittal. The standard right-of-way width for a local road is 66 feet. Therefore up to 33 feet may be required along Rebel Rd to meet the right-of-way requirements.

Please note that TTO's review is solely based off the application submittal packet, so the comments above hold no bearing on future TTO comments during the Development Review process.

cc: Horace Jones, Development Services Department Director
Joy Blackmon, P.E., Public Works Department Director
Colby Brown, P.E., Public Works Department Deputy Director

BROWN SEAN A &
6255 FRANK REEDER RD
PENSACOLA, FL 32526

RETTEW CHARLES V & SHIRLEY B
10035 BEULAH RD
PENSACOLA, FL 32526

HUMPHRIES ARTHUR K
6635 FRANK REEDER RD
PENSACOLA, FL 32526

CAMPBELL HAROLD B
6595 FRANK REEDER RD
PENSACOLA, FL 32526

BURDICK RICHARD N & BONNIE J
6565 FRANK REEDER RD
PENSACOLA, FL 32526

TAYLOR SONJA J LIFE EST &
6501 FRANK REEDER RD
PENSACOLA, FL 32526

MONTGOMERY ELBERT F &
6385 FRANK REEDER RD
PENSACOLA, FL 32526

PUGH ROBERT L
6355 FRANK REEDER RD
PENSACOLA, FL 32526

CURTIS DOUGLAS W & REBECCA C
6275 FRANK REEDER RD
PENSACOLA, FL 32526

REEDER FRANK III &
6601 HIL REE LN
PENSACOLA, FL 32526

JARMAN WESLEY &
10571 BEULAH RD
PENSACOLA, FL 32526

CAREY JOHN V JR & BETH R
10025 BEULAH RD
PENSACOLA, FL 32526

FEENEY ANNE MARIE
6633 FRANK REEDER RD
PENSACOLA, FL 32526

DUPREE CHRISTOPHER L &
6615 FRANK REEDER RD
PENSACOLA, FL 32526

VOELTZ REYNOLD A II & NIKKI W
10010 NORIEGA DR
PENSACOLA, FL 32514

JENNINGS BRIAN K
10290 REBEL RD
PENSACOLA, FL 32526

BURKETT GARY W
6375 FRANK REEDER RD
PENSACOLA, FL 32526

MOATES GROVER E & ALMA R
6295 FRANK REEDER RD
PENSACOLA, FL 32526

WELLBORN NELSON E JR &
10270 REBEL RD
PENSACOLA, FL 32526

MIDDLETON MCKINLEY
10260 REBEL RD
PENSACOLA, FL 32526

BERRY JOHN I & MARGARITA C
2441 SPYGLASS CIR
PENSACOLA, FL 32526

SMITH RANDALL C
1680 BLANC LN
CANTONMENT, FL 32533

SNYDER THOMAS W & PAMELA K
6629 FRANK REEDER RD
PENSACOLA, FL 32526

HUMPHREYS SUE M LIFE EST &
6585 FRANK REEDER RD
PENSACOLA, FL 32526

WILDE MARK R & JACQUELINE B
6511 FRANK REEDER RD
PENSACOLA, FL 32526

SHEETS JOHN C &
6395 FRANK REEDER RD
PENSACOLA, FL 32526

ATKINSON JAMES R & GAYLE G
6361 FRANK REEDER RD
PENSACOLA, FL 32526

GILMORE CRAIG L & PATRICIA A
6285 FRANK REEDER RD
PENSACOLA, FL 32526

KELLY GARY L &
6265 FRANK REEDER RD
PENSACOLA, FL 32526

SANDERS FERN CHATHERINE L
9850 BRIDLEWOOD RD
PENSACOLA, FL 32526

O GWYNN CLAUDE JR &
6611 HIL REE LN
PENSACOLA, FL 32526

BORNHOLT KAREN D DIMONTE &
9840 BRIDLEWOOD RD
PENSACOLA, FL 32526

DEAN BRIAN
2116 HOLLYHILL RD
PENSACOLA, FL 32526

GRAY WALTER B & H JEAN
6365 FRANK REEDER RD
PENSACOLA, FL 32526

KAHIAPO DANIEL K SR
10230 REBEL RD
PENSACOLA, FL 32526

OSBORNE JOHN R
10215 REBEL RD
PENSACOLA, FL 32526

ROMINGER TERESA D MORGAN
6177 W NINE MILE RD
PENSACOLA, FL 32526

TEAL KIMBERLY
9821 ALOHA LN
PENSACOLA, FL 32505

FLOWERS W H
5625 TALQUIN AVE
PENSACOLA, FL 32526

HALL CLIFFORD SHERMAN &
10145 REBEL RD
PENSACOLA, FL 32526

GRZYWA LAWRENCE E &
10250 REBEL RD
PENSACOLA, FL 32526

LUOMA JON L
10240 REBEL RD
PENSACOLA, FL 32526

LA CLAIRE JAMES C JR
10170 REBEL RD
PENSACOLA, FL 32526

WILLIS RICHARD L
8779 L & G LANE
MILTON, FL 32583

DAVIS SANDRA J
9715 ALOHA LN
PENSACOLA, FL 32526

WILLIS RICHARD L &
8779 L & G LANE
MILTON, FL 32583

BRIGHT LIZARD LLC
4495-304 ROOSEVELT BLVD STE 321
JACKSONVILLE, FL 32210

LITTLE THOMAS W
PO BOX 763
GONZALEZ, FL 32560

HALL CLIFFORD S &
10145 REBEL RD
PENSACOLA, FL 32526

SPIKES RYAN J &
3510 DEWEY ROSE LN
CANTONMENT, FL 32533

BORNHOLT CHARLES M & KAREN D
9840 BRIDLEWOOD RD
PENSACOLA, FL 32526

TEAL WILLIAM H & KIMBERLY
9821 ALOHA LN
PENSACOLA, FL 32526

DOWNS KENNETH R & JOANNE
9820 BRIDLEWOOD RD
PENSACOLA, FL 32526

THOMPSON JOHN R
8371 MOBILE HWY
PENSACOLA, FL 32526

PILCHER DENISE HICKS LIFE EST &
6655 PILCHER RD
PENSACOLA, FL 32526

GRAHAM JOSEPHINE T
10200 REBEL RD
PENSACOLA, FL 32526

MEREDITH LESLIE C & DENISE L
10195 REBEL RD
PENSACOLA, FL 32526

ZWALLY JAMES E & SUSAN A
9716 ALOHA LN
PENSACOLA, FL 32526

RUTH TERESA A
9780 BRIDLEWOOD RD
PENSACOLA, FL 32526

RUSSO JOHN D & ANGELA K
2700 SILHOUETTE DR
CANTONMENT, FL 32533

MOONEY GWENDOLYN W
8779 L & G LN
MILTON, FL 32583

CHRISTOPHER DEVON E & SHIRLENE R
9701 ALOHA LN
PENSACOLA, FL 32526

OLDAKER TERESA S &
10000 REBEL RD
PENSACOLA, FL 32526

STROUD MARCIA JOAN
10055 REBEL RD
PENSACOLA, FL 32526

GILLEY MATTHEW
10043 REBEL RD
PENSACOLA, FL 32526

ELLINGTON GLORIA A
9950 REBEL RD
PENSACOLA, FL 32526

FLOWERS WILLIAM H & JANE
5625 TALQUIN AVE
PENSACOLA, FL 32526

FOWLER MICHAEL G
9940 REBEL RD
PENSACOLA, FL 32526

FORTSON KRISTINA S
9960 REBEL RD
PENSACOLA, FL 32526

KEMP THOMAS S & ATHENA J
6566 SUWANEE RD
PENSACOLA, FL 32526

HALSTEAD JOANN
9751 ALOHA LN
PENSACOLA, FL 32526

DUNCAN WILLIAM H &
10125 REBEL RD
PENSACOLA, FL 32526

DECK FREDERICK H & DELORES E
10100 REBEL RD
PENSACOLA, FL 32526

MILLER BENNIE T & LINDA SUE
10035 REBEL RD
PENSACOLA, FL 32526

STROUD MARCIA
10055 REBEL RD
PENSACOLA, FL 32526

BOLES CALVIN F IV & SARA T
6554 SUWANEE RD
PENSACOLA, FL 32526

BLACKMON HENRY W &
6562 SUWANEE RD
PENSACOLA, FL 32526

KELLEY CHRISTOPHER E &
9944 REBEL RD
PENSACOLA, FL 32526

EMERALD BAY LAND COMPANY
1765 E NINE MILE RD STE 1
PENSACOLA, FL 32514

BLANTON ANTHONY A SR
6558 SUWANEE RD
PENSACOLA, FL 32526

FOSTER CARL D & DEANDRA R
9731 ALOHA LN
PENSACOLA, FL 32526

FLOWERS W H & JANE B
5051 MOBILE HWY
PENSACOLA, FL 32506

OLDAKER TERESA ANN SIMPSON &
10000 REBEL RD
PENSACOLA, FL 32526

CRABB JOHNNY L LIFE EST
10020 REBEL RD
PENSACOLA, FL 32526

BLACKMON OMIGENE
6560 SUWANEE RD
PENSACOLA, FL 32526

ENGLISH EDMOND A
10005 BEULAH RD
PENSACOLA, FL 32526

MULLINS LARRY W SR & ARBUTUS D
6260 W NINE MILE RD
PENSACOLA, FL 32526

GIBBONS DOROTHY LEE TRUSTEE
9980 REBEL RD
PENSACOLA, FL 32526

BUSBEE LIMITED PARTNERSHIP
PO BOX 158
GULF BREEZE, FL 32561

HOUSTON CHRISTOPHER K & JANIE S
6231 FRANK REEDER RD
PENSACOLA, FL 32526

DANIELS BARBARA F
6221 FRANK REEDER RD
PENSACOLA, FL 32526

RUTHERFORD RODNEY D
6201 FRANK REEDER RD
PENSACOLA, FL 32506

WILLOUGHBY JAMES D &
10050 BEULAH RD
PENSACOLA, FL 32526

ESCAMBIA COUNTY
221 PALAFOX PL STE 420
PENSACOLA, FL 32502

TILKA PATRICK J TRUSTEE FOR
10036 CASTLEBERRY BLVD
PENSACOLA, FL 32526

LEITCH NAOMI J R
10018 CASTLEBERRY BLVD
PENSACOLA, FL 32526

TRIMBLE MICHAEL A
10000 CASTLEBERRY BLVD
PENSACOLA, FL 32526

BODREE CHRISTOPHER
10007 CASTLEBERRY BLVD
PENSACOLA, FL 32526

LUA MARK R
6030 PATCH LN
PENSACOLA, FL 32526

GREEN JONATHAN K &
9994 CASTLEBERRY BLVD
PENSACOLA, FL 32526

RAMOS ROMEL B & ANN C
10020 BEULAH RD
PENSACOLA, FL 32526

MENSER KEVIN G & SARAH L
10585 BEULAH RD
PENSACOLA, FL 32526

CAMPBELL ZACHARY S & CECEILIA A
5965 FRANK REEDER RD
PENSACOLA, FL 32526

EMERALD COAST UTILITIES AUTHORITY
PO BOX 15311
PENSACOLA, FL 32514-0311

WILLIAMS JON P
10042 CASTLEBERRY BLVD
PENSACOLA, FL 32526

WILLIAMS DAVID B &
10012 CASTLEBERRY BLVD
PENSACOLA, FL 32526

BROWN BARRY S &
110 PINE LAKES DR
MAPLE HILL, NC 28454

MCGEHEE MATTHEW &
10001 CASTLEBERRY BLVD
PENSACOLA, FL 32526

MORTON HAROLD L &
6024 PATCH LN
PENSACOLA, FL 32526

SECRETARY OF VETERANS AFFAIRS
PO BOX 1437
ST PETERSBURG, FL 33731

PAPA MELQUIADES S JR
10591 BEULAH RD
PENSACOLA, FL 32526

OWENS DAVID E &
10581 BEULAH RD
PENSACOLA, FL 32526

COSENTINO JACEY JEAN
10070 BEULAH RD
PENSACOLA, FL 32526

ROLLINS STEPHEN
10030 CASTLEBERRY BLVD
PENSACOLA, FL 32526

LEITCH CALEB S &
10048 CASTLEBERRY BLVD
PENSACOLA, FL 32526

HICKMAN ANDREW M &
10006 CASTLEBERRY BLVD
PENSACOLA, FL 32526

DANG TAN V &
10013 CASTLEBERRY BLVD
PENSACOLA, FL 32526

DONADO VICTOR P JR &
6036 PATCH LN
PENSACOLA, FL 32526

OW MICHEAL WAI HAM &
6018 PATCH LN
PENSACOLA, FL 32526

CHAU LUONG & PHUONG
9982 CASTLEBERRY BLVD
PENSACOLA, FL 32526

BLACKBERRY RIDGE HOMEOWNERS ASSOCIATION INC
5805 SAUFLEY FIELD RD
PENSACOLA, FL 32506

MOREO JEREMY P
10186 CASTLEBERRY BLVD
PENSACOLA, FL 32526

KNIGHT WILSON G &
10168 CASTLEBERRY BLVD
PENSACOLA, FL 32526

HILL MILTON N
9983 CASTLEBERRY BLVD
PENSACOLA, FL 32526

HUANG MIAO P
6012 PATCH LN
PENSACOLA, FL 32526

DANNELLEY JOSHUA J &
10066 CASTLEBERRY BLVD
PENSACOLA, FL 32526

LE CAO NGOC THANH
10084 CASTLEBERRY BLVD
PENSACOLA, FL 32526

GRIMSLEY JERRY DON &
10102 CASTLEBERRY BLVD
PENSACOLA, FL 32526

MYERS RICHARD L &
10120 CASTLEBERRY BLVD
PENSACOLA, FL 32526

WILMOT LEROY A &
10138 CASTLEBERRY BLVD
PENSACOLA, FL 32526

SHADDEN JERRY W &
10198 CASTLEBERRY BLVD
PENSACOLA, FL 32526

EDWARDS THOMAS T
16008 INNERARITY POINT RD
PENSACOLA, FL 32507

PORTHOUSE SEAN P
9995 CASTLEBERRY BLVD
PENSACOLA, FL 32526

TURNER DARYL A & DEBORAH
6000 PATCH LN
PENSACOLA, FL 32526

MARTIN THOMAS &
10054 CASTLEBERRY BLVD
PENSACOLA, FL 32526

HICKS JOSHUA L
10072 CASTLEBERRY BLVD
PENSACOLA, FL 32526

SWINDLE EUGENE D & ELIZABETH L
10090 CASTLEBERRY BLVD
PENSACOLA, FL 32526

STEVENS ALFRED III
10108 CASTLEBERRY BLVD
PENSACOLA, FL 32526

FLEMING RONEL C & MONIFA
10126 CASTLEBERRY BLVD
PENSACOLA, FL 32526

WILLIAMS DARRIN L
10144 CASTLEBERRY BLVD
PENSACOLA, FL 32526

BAILEY WESLEY D &
10192 CASTLEBERRY BLVD
PENSACOLA, FL 32526

MARTIN THOMAS D &
10174 CASTLEBERRY BLVD
PENSACOLA, FL 32526

HMC ASSETS LLC TRUSTEE FOR
314 S FRANKLIN ST
TITUSVILLE, PA 16354

BRUMFIELD MICHAEL A
504 MILES CT
PENSACOLA, FL 32508

QUINN JOSEPH E &
10060 CASTLEBERRY BLVD
PENSACOLA, FL 32526

JOHNSON TRAVIS W &
10078 CASTLEBERRY BLVD
PENSACOLA, FL 32526

MOORE DERICK L &
PO BOX 416
VIENNA, VA 22027

LEGASSEY CARL D II & TAMMY M
10114 CASTLEBERRY BLVD
PENSACOLA, FL 32526

FAUCETT HOLLIS B JR & MARY
10132 CASTLEBERRY BLVD
PENSACOLA, FL 32526

BRODE MELISSA A &
10150 CASTLEBERRY BLVD
PENSACOLA, FL 32526

HAM BRYAN J &
3125 POLK ROAD 54
MENA, AR 71953

SMITH LORENZO M &
PSC 76 # 6103
APO, AP 96319

DAVIS LALITA
6013 PATCH LN
PENSACOLA, FL 32503

PREBLE SHANE A &
10089 CASTLEBERRY BLVD
PENSACOLA, FL 32526

HENDRICKS CHRISTOPHER R &
10107 CASTLEBERRY BLVD
PENSACOLA, FL 32526

SETTLE BRANDON M
9163 RIDGE BRIER LN
JACKSONVILLE, FL 32225

ALLEN BERRY
6585 SWANEE RD
PENSACOLA, FL 32526

MITTEN WILLIAM R &
6555 SUWANEE RD
PENSACOLA, FL 32526

SHELBY LARRY R
9925 BEULAH RD
PENSACOLA, FL 32526

MATCHETT OLLIE A
9855 REBEL RD
PENSACOLA, FL 32526

PATEL JIGISHA
208 ARABIAN CT
ST AUGUSTINE, FL 32095

CHRISTINE JOHN T JR &
6025 PATCH LANE
PENSACOLA, FL 32526

TOY MICHAEL S
6007 PATCH LN
PENSACOLA, FL 32526

MOORE JUSTIN S
10095 CASTLEBERRY BLVD
PENSACOLA, FL 32526

KING XAVIER A A &
10113 CASTLEBERRY BLVD
PENSACOLA, FL 32526

BONDS CHARLES G JR
9904 REBEL RD
PENSACOLA, FL 32526

PHILLIPS DANNY F & ALECIA M
6575 SUWANEE RD
PENSACOLA, FL 32526

WINDY HILL BAPTIST CHURCH INC
9896 REBEL RD
PENSACOLA, FL 32526

COBB MARSHA
9929 BEULAH RD
PENSACOLA, FL 32526

WRIGHT PEGGY A
9870 REBEL RD
PENSACOLA, FL 32526

REDHEAD NICHOLAS J
6037 PATCH LN
PENSACOLA, FL 32526

LAWRENCE MARTEZ S
6019 PATCH LANE
PENSACOLA, FL 32526

SOLES SHIRLEY A
PO BOX 1002
PENSACOLA, FL 32591

GAUGLER JENNIFER G
10101 CASTLEBERRY BLVD
PENSACOLA, FL 32526

HUANG XUAN B &
10119 CASTLEBERRY BLVD
PENSACOLA, FL 32526

REDWINE-BERNARD BOBBIE J
6661 SUWANEE RD
PENSACOLA, FL 32526

BEAHR LINDA HART
6565 SUWANEE RD
PENSACOLA, FL 32526

SHELBY TERRY J & JANET N
9935 BEULAH RD
PENSACOLA, FL 32526

CURTIS BILLY W & BONNIE S
9880 N REBEL RD
PENSACOLA, FL 32526

JACOBS EVIE JEAN &
8605 EIGHT MILE CREEK RD
PENSACOLA, FL 32526-8761

GORDON RICHARD E
3236 CREEKWOOD DR
CANTONMENT, FL 32533

JONES JEFFREY A & RUTH W
6570 SUWANEE RD
PENSACOLA, FL 32526

ZECHIEL LUKE & ZECHIEL JENNIFER
9920 REBEL RD
PENSACOLA, FL 32526

DUCK CECIL N LIFE EST
6621 SUWANEE RD
PENSACOLA, FL 32526

ODOM JAMES A III
9845 REBEL RD
PENSACOLA, FL 32526

MUSICK ADAM
9823 REBEL RD
PENSACOLA, FL 32526

FLOWERS WILLIAM H &
6640 SUWANEE RD
PENSACOLA, FL 32526

MERRITT JAMES H & SUSAN C
6448 MEADOW FIELD CIR
PENSACOLA, FL 32526

JOHNSON KENNETH R & APRIL L
6442 MEADOW FIELD CIR
PENSACOLA, FL 32526

YORK DOUGLAS A &
6434 MEADOW FIELD CIR
PENSACOLA, FL 32526

PFEIFFER JAMES E &
9818 REBEL RD
PENSACOLA, FL 32526

VARTKO THEODORE N &
16 1ST ST
BEACON FALLS, CT 06403

COBB ALBERT D &
7092 WOODSIDE RD
PENSACOLA, FL 32526

LEE DONNA LOUISE &
611 SUWANEE RD
PENSACOLA, FL 32526

MILLICAN EVA G
9811 REBEL RD
PENSACOLA, FL 32526

MILLS PATRICIA A
PO BOX 1431
PENSACOLA, FL 32591

SHERRILL TROY L &
6452 MEADOW FIELD CIR
PENSACOLA, FL 32526

WEAVER JACK G JR
1825 KINGSFIELD RD
CANTONMENT, FL 32533

RIVERS SAMUEL M JR
5589 ALLIE RAE ST
MILTON, FL 32570

SMITH CLARENCE S
6432 MEADOW FIELD CIR
PENSACOLA, FL 32526

BRAZWELL BILLY & BEATRICE
9995 BEULAH RD
PENSACOLA, FL 32526

ROSE JOEL M III
6620 SUWANEE RD
PENSACOLA, FL 32526

KNIGHT FRANCES CLEO &
6578 SUWANEE RD
PENSACOLA, FL 32526

SMITH LARRY E
9500 DARLENE CIR
PENSACOLA, FL 32526

ETHEREDGE SHEILA A
9825 REBEL RD
PENSACOLA, FL 32526-4166

MCCOY THOMAS E &
9875 BEULAH RD
PENSACOLA, FL 32526

COURSEY JACK K & KATHY JEAN
6450 MEADOW FIELD CIR
PENSACOLA, FL 32526

BARNETTE BILLY F & TERESSA L
6444 MEADOW FIELD CIR
PENSACOLA, FL 32526

BARBON TIMOTHY A & MARIAN D
6438 MEADOW FIELD CIR
PENSACOLA, FL 32526

JENNETTE PETER M & ANGELA R
6455 MEADOW FIELD CIR
PENSACOLA, FL 32526

QUINTILIANI CHRISTOPHER A
6453 MEADOW FIELD CIR
PENSACOLA, FL 32526

BLACKMON PHILLIP L & MARY D
6447 MEADOW FIELD CIR
PENSACOLA, FL 32526

KEENAN TIMOTHY
6439 MEADOW FIELD CIR
PENSACOLA, FL 32526

MADDEN ROBERT JR &
6428 MEADOW FIELD CIR
PENSACOLA, FL 32526

LASKY GERALD S &
6404 MEADOW FIELD CIR
PENSACOLA, FL 32526

FULGHUM SARAH L
6412 MEADOW FIELD CIR
PENSACOLA, FL 32526

BLANCHETTE SERGE R
6426 MEADOW FIELD CIR
PENSACOLA, FL 32526

RICKARD GARY L & ISABELL V
6403 MEADOW FIELD CR
PENSACOLA, FL 32526

REYES SUZANNE STRIEDIECK
9814 REBEL RD
PENSACOLA, FL 32526

DOWNING ERIC R &
6413 MEADOW FIELD CIR
PENSACOLA, FL 32526

MCCRANIE JOANN
6451 MEADOW FIELD CIR
PENSACOLA, FL 32526

REYNOLDS DONALD P & DEBORAH M
6445 MEADOW FIELD CIR
PENSACOLA, FL 32526

CAMPBELL THOMAS G
6433 MEADOW FIELD CIR
PENSACOLA, FL 32526

SINGLETON RITA D ARRANT
6400 MEADOW FIELD CIR
PENSACOLA, FL 32526

THOMAS JAMES L
6406 MEADOW FIELD CIR
PENSACOLA, FL 32526

BEASLEY KENNETH D & MARTHA G
6414 MEADOWFIELD CIR
PENSACOLA, FL 32526

MONTGOMERY ERIC G &
9975 BEULAH RD
PENSACOLA, FL 32526

SNIPES CHRISTOPHER A
6405 MEADOW FIELD CIR
PENSACOLA, FL 32526

DEVITA VINCENT JR & MARIE
6423 MEADOW FIELD CIR
PENSACOLA, FL 32526

SMITH LINDA JOHNSON
6415 MEADOW FIELD CIR
PENSACOLA, FL 32526

STEWARD TULLOS M
6449 MEADOW FIELD CIR
PENSACOLA, FL 32526

BAKER JOSEPH H &
6441 MEADOW FIELD CIR
PENSACOLA, FL 32526

JOYNER RONALD
2742 ASHBURY LN
CANTONMENT, FL 32533

DAMCOTT VALERIE M
6402 MEADOW FIELD CIR
PENSACOLA, FL 32526

BUSBEE JESSICA LYNN
33275 BROWNS LANDING RD
SEMINOLE, AL 36574

FINNEY LOTTIE ANN &
6416 MEADOW FIELD CIR
PENSACOLA, FL 32526

JOHNSON MICHAEL D & MELISSA D
6401 MEADOW FIELD CIR
PENSACOLA, FL 32526

RICH TASHALA
4147 ERRESS BLVD
PENSACOLA, FL 32505

ANDREWS FREDERICK G
6411 MEADOW FIELD CIR
PENSACOLA, FL 32526

WILLIAMS RONALD J
6417 MEADOW FIELD CIR
PENSACOLA, FL 32526

TANTON MICHAEL R & VICKIE A
6421 MEADOW FIELD CIR
PENSACOLA, FL 32526

SACRED HEART HEALTH SYSTEM INC
5151 N 9TH AVE
PENSACOLA, FL 32504

BARDIN JOHN D & MARLENE M
6454 MEADOW FIELD CIR
PENSACOLA, FL 32526

FLYNN DONNA N
7712 LAKESIDE DR
MILTON, FL 32583-8646

STRANGE LOIS G
6640 FRANK REEDER RD
PENSACOLA, FL 32526

MARSHALL MELVIN L &
6720 WONDERLAKE RD
PENSACOLA, FL 32526

SUAREZ ROLY L &
7809 MONTEGO DR
PENSACOLA, FL 32506

MCGUIGAN HUGH A & MARSHA H
6520 TOETUCK DR
PENSACOLA, FL 32526

STEELE ROCKY B & JANICE H
6530 TOETUCK DR
PENSACOLA, FL 32526

LOUPE LYN D
10001 OAK HAVEN RD
PENSACOLA, FL 32526

SHAW NANCY L
6419 MEADOW FIELD CIR
PENSACOLA, FL 32526-9143

LITTLE MICHAEL T & BRENDA G
9895 BEULAH RD
PENSACOLA, FL 32526

CHRISTENSON JOHN K & KATE E
6422 MEADOW FIELD CIR
PENSACOLA, FL 32526

D R HORTON INC
25366 PROFIT DR
DAPHNE, AL 36526

PAULSEN JAMES I & JILL L
6624 FRANK REEDER RD
PENSACOLA, FL 32526

ALIGOOD JOHN M & LINDA H
6690 WONDERLAKE RD
PENSACOLA, FL 32526

STEFANKO JACOB
10031 OAK HAVEN RD
PENSACOLA, FL 32526

CARLILES ANNIE ESTELL &
1300 S HWY 29
CANTONMENT, FL 32533

WILLIAMSON CONNIE D &
6500 TOE TUCK DR
PENSACOLA, FL 32526

KING ANN
6850 PINE FOREST RD
PENSACOLA, FL 32526

FERGUSON CARL L III
9965 BEULAH RD
PENSACOLA, FL 32526

STEPHERSON RICHARD &
6436 MEADOW FIELD CIR
PENSACOLA, FL 32526

PRESTON JANET LUNDY TRUSTEE FOR
886 WHISPERING OAK DR
PRESCOTT, AZ 86301-4351

JENNINGS PLACE LLC
106 STONE BLVD
CANTONMENT, FL 32533

BARNES SARAH R TRUSTEE FOR
6737 WONDER LAKE RD
PENSACOLA, FL 32526

BLACKWELL RICHARD C &
9535 TOWER RIDGE RD
PENSACOLA, FL 32526

MCGAHA JAMES G &
10041 OAK HAVEN RD
PENSACOLA, FL 32526-4144

COE HENRY W JR
10021 OAK HAVEN RD
PENSACOLA, FL 32526

BRAY WILLIAM H
6510 TOETUCK DR
PENSACOLA, FL 32526

BRADLEY GREGORY M & DEBORAH A
6525 TOETUCK DR
PENSACOLA, FL 32526

BERUBE DENNIS R & MARILYN A
24 HANS ST
CRANSTON, RI 02910

HAWTHORNE ANTHONY M & LINDA S
9980 OAK HAVEN RD
PENSACOLA, FL 32526

HARVEY CAROL K &
8351 RANGER DR
PENSACOLA, FL 32534

BENNETT JEFFERY R
9970 OAK HAVEN RD
PENSACOLA, FL 32526

HADDEN VICTORIA L
9960 OAK HAVEN RD
PENSACOLA, FL 32526

DEAN JAMES A
6669 WONDERLAKE DR
PENSACOLA, FL 32526

JOHNSON RICKY D & LINDA L
6661 WONDERLAKE RD
PENSACOLA, FL 32526

DEAN HAROLD & M ANN
6631 WONDERLAKE RD
PENSACOLA, FL 32526

HUNTER WADE L & AGNES B
9925 OAK HAVEN RD
PENSACOLA, FL 32526

LALAS BILLY D &
9940 OAK HAVEN DR
PENSACOLA, FL 32526

D & D REAL ESTATE INVESTMENTS LLC
2551 W KINGSFIELD RD
CANTONMENT, FL 32533

BRYANT NIKKI D
9981 OAK HAVEN DR
PENSACOLA, FL 32526

COUTURE MICHAEL &
9951 LYNNDALE DR
PENSACOLA, FL 32526

JORDAN STEPHEN J & SALLY A
6721 WONDERLAKE RD
PENSACOLA, FL 32526

JORDAN STEPHEN J &
6721 WONDERLAKE RD
PENSACOLA, FL 32526

HURSTON ANGELA D
6665 WONDERLAKE RD
PENSACOLA, FL 32526

KUKES MICHAEL C
12937 ISLAND SPIRIT DR
PENSACOLA, FL 32506

HUFF JOSEPH H & CHARLOTTE J
6621 WONDER LAKE RD
PENSACOLA, FL 32526

LEWIS DONALD
428 CHILDERS ST PMB
PENSACOLA, FL 32534

KING LONNIE CONSTRUCTION CO
6848 PINE FOREST RD
PENSACOLA, FL 32526

NELSON CATHY JO
6501 TOE TUCK DR
PENSACOLA, FL 32526

MATHER CARL E JR &
8640 KLONDIKE RD
PENSACOLA, FL 32526

JOHNSON BETTY B
9965 LYNNDALE DR
PENSACOLA, FL 32526

PETERSON JAMES D &
9961 LYNNDALE DR
PENSACOLA, FL 32526

MONK TIMOTHY R
6671 WONDERLAKE RD
PENSACOLA, FL 32526

REYES ROGER D
9814 REBEL RD
PENSACOLA, FL 32526

COTNER DAVID A
6641 WONDERLAKE RD
PENSACOLA, FL 32526

DEWEY LADONNA
6611 WONDERLAKE RD
PENSACOLA, FL 32526

COUTURE MICHAEL P & REGINA D
9951 LYNNDALE DR
PENSACOLA, FL 32526

HUNTER AGNES B
9925 OAK HAVEN RD
PENSACOLA, FL 32526

SMITH JAMES M
9941 LYNNDALE RD
PENSACOLA, FL 32526

WHITAKER JOHN MICHAEL SR
6620 FRANK REEDER RD
PENSACOLA, FL 32526

KERCHER H WAYNE &
6512 FRANK REEDER RD
PENSACOLA, FL 32514

FILOSA PHILIP F &
852 ALDERWOOD WAY
SARASOTA, FL 34243

ADAMS KEVIN L
6600 FRANK REEDER RD
PENSACOLA, FL 32526

BLONDIA PHILLIP J
9910 OAK HAVEN DR
PENSACOLA, FL 32526

DISHER CHRISTINA V
6420 FRANK REEDER RD
PENSACOLA, FL 32526

RODRIGUEZ-MCALISTER NICOLA
9990 OAK HAVEN RD
PENSACOLA, FL 32526

YATES ROY S
9970 LYNNDALE DR
PENSACOLA, FL 32526

ELLISON GARRY T
2200 W KINGSFIELD RD
CANTONMENT, FL 32533

BEARD CHARLES B &
9930 OAK HAVEN RD
PENSACOLA, FL 32526

MAYBERRY D SCOTT &
6626 FRANK REEDER RD
PENSACOLA, FL 32526

NELSON KRISTEN D &
9920 OAK HAVEN DR
PENSACOLA, FL 32526

KROLL BILLY &
6496 FRANK REEDER RD
PENSACOLA, FL 32526

ARCHER RODNEY & BEVERLY
6390 FRANK REEDER RD
PENSACOLA, FL 32526

KING LONNIE EST OF
6848 PINE FOREST RD
PENSACOLA, FL 32526

MEADOR HARRY K JR
6400 FRANK REEDER RD
PENSACOLA, FL 32526

RHODES DREW &
1567 WHISPER BAY BLVD
GULF BREEZE, FL 32563

ROGGEVEEN PHILIP
8455 DUDLEY AVE
PENSACOLA, FL 32534

MCLEOD MASON M & SHERRY
6350 FRANK REEDER RD
PENSACOLA, FL 32526

EDWARDS SHERWOOD S
9931 LYNNDALE DR
PENSACOLA, FL 32526

SANTANGELO SHERRI
6220 RIVERSIDE DR APT 476
METAIRIE, LA 70003-3365

ROBERTSON ROBBY L & ANGELA M
6504 FRANK REEDER RD
PENSACOLA, FL 32526

WILSON RUSSELL A & NANCY M
6480 FRANK REEDER RD
PENSACOLA, FL 32526

COBB EZRA H SR EST OF
3223 WINDMILL CIR
CANTONMENT, FL 32533

RODRIQUE CRYSTAL &
6430 FRANK REEDER RD
PENSACOLA, FL 32526

WOOD JOEY M & DEBRA R
6360 FRANK REEDER RD
PENSACOLA, FL 32526

BLACKMON CHRISTIN
9980 LYNNDALE DR
PENSACOLA, FL 32526

EVANS SUSAN PATRICIA
152 DEERWOOD LAKE DR
HARPERSVILLE, AL 35078

MATHER DENNIS &
9944 ELERAL DR
PENSACOLA, FL 32526

BRIGGS MATTHEW K &
9949 ELERAL DR
PENSACOLA, FL 32526

CHIDESTER GLEN A &
9936 ELERAL DR
PENSACOLA, FL 32526

WALLACE JAMES &
9932 ELERAL DR
PENSACOLA, FL 32526

ZUKOSKI MICHAEL S
9924 ELERAL DR
PENSACOLA, FL 32526

RIVERS MICHAEL D &
9921 ELERAL DR
PENSACOLA, FL 32526

CONNELL JOHN J &
9912 ELERAL DR
PENSACOLA, FL 32526

GRAHAM RICHARD R &
9909 ELERAL DR
PENSACOLA, FL 32526

JOHNSTON DARREL &
9900 ELERAL DR
PENSACOLA, FL 32526

MCCOY MALCOLM S
7641 RANDWICK RD
PENSACOLA, FL 32514

RHYNE RICHARD T & MARCELLA A
9981 JAY RD
PENSACOLA, FL 32526

PUSATERI SCOTT J &
9941 ELERAL DR
PENSACOLA, FL 32526

ORREN STEVEN T &
9937 ELERAL DR
PENSACOLA, FL 32526

JACKSON JAMES E JR &
9928 ELERAL DR
PENSACOLA, FL 32526

MURPHY JASON V &
9925 ELERAL DR
PENSACOLA, FL 32526

HECKMAN JASON W &
9917 ELERAL DR
PENSACOLA, FL 32526

DAVIS MICHAEL D &
9913 ELERAL DR
PENSACOLA, FL 32526

MERCER ALAN &
9904 ELERAL DR
PENSACOLA, FL 32526

JACOBSON JENNIFER D
9901 ELERAL DR
PENSACOLA, FL 32526

RHYNE MARCELLA
9981 JAY RD
PENSACOLA, FL 32526

COBB TIMOTHY A & KATHY M
9971 JAY RD
PENSACOLA, FL 32526

PINNEY ALEXANDER &
9940 ELERAL DR
PENSACOLA, FL 32526

ADAMS SCOTT A & LAURIE R
9933 ELERAL DR
PENSACOLA, FL 32526

LAMBETH JASON & STACY L
9929 ELERAL DR
PENSACOLA, FL 32526

MONDI THOMAS A &
9920 ELERAL DR
PENSACOLA, FL 32526

WALLACH SCOTT FRANCIS TRUSTEE FOR
9916 ELERAL DR
PENSACOLA, FL 32526

RUMMEL MARK E
1884 ABBOTSBURY WAY
VIRGINIA BCH, VA 23453-7041

HO MINH V & THU NGUYEN
9905 ELERAL DR
PENSACOLA, FL 32526

ELERAL ESTATES HOMEOWNERS ASSOCIATION
2755 FENWICK RD
PENSACOLA, FL 32526

AKINS PATSY J THOMPSON &
5460 FRANK REEDER RD
PENSACOLA, FL 32526

HAYNES DANIEL RAY &
5984 HUNTINGTON CREEK BLVD
PENSACOLA, FL 32526

JACKSON LES B
10670 BEULAH RD
PENSACOLA, FL 32526

WORLEY GREGORY K
9960 JAY RD
PENSACOLA, FL 32526

STRINGER DONALD W
9941 JAY RD
PENSACOLA, FL 32526

SCHULTZ HERMAN R
10615 BEULAH RD
PENSACOLA, FL 32526

ALLRED ROBERT L
9921 JAY RD
PENSACOLA, FL 32526

DUKES JUSTIN C
9994 JAY RD
PENSACOLA, FL 32526

POWIS EDWIN W & MARIAN K
8991 UNIVERSITY PKWY APT 211
PENSACOLA, FL 32514-8499

WEEKLEY JOSHUA L &
9847 REBEL RD
PENSACOLA, FL 32526

MOORE ROCKY M &
5963 ARCH AVE
PENSACOLA, FL 32526

JAMES LOUIS & MARIA ELENA
1107 SAN BARNARDINO AVE
SPRING VALLEY, CA 91977

HART TERESA KAREN
9961 JAY RD
PENSACOLA, FL 32526

CRENSHAW WILLIAM H
10650 BEULAH RD
PENSACOLA, FL 32526

BURNS WILLIAM BRIAN &
7209 WOODSIDE RD
PENSACOLA, FL 32526

HOLLAND CHESTER C SR
5950 FRANK REEDER RD
PENSACOLA, FL 32526

WHEELIS DAVID W
9990 JAY RD
PENSACOLA, FL 32526-9803

NIELSEN VIRGINIA W
10620 BEULAH RD
PENSACOLA, FL 32526

FERRARA JOSEPH &
9855 REBEL RD
PENSACOLA, FL 32526

SHELBY SHIRLEY B
9945 BEULAH RD
PENSACOLA, FL 32526

BURNHAM MATTHEW &
5962 ARCH AVE
PENSACOLA, FL 32526

LEVERETT CHRISTOPHER
5959 ARCH AVE
PENSACOLA, FL 32526

WORLEY GREGORY K & PEGGY D
9960 JAY RD
PENSACOLA, FL 32526

GHIGLIOTTY RICHARD D & CAROLYN E
10640 BEULAH RD
PENSACOLA, FL 32526

WEIDERT JOHN
10630 BEULAH ROAD
PENSACOLA, FL 32526

POWELL LELA B
5960 FRANK REEDER RD
PENSACOLA, FL 32526

DUKES STEVE R & PATRICIA Y
9996 JAY RD
PENSACOLA, FL 32526

GALLINGER DIANNE FLORENCE BARRETTO
9911 JAY RD
PENSACOLA, FL 32526

STEPHENS RICHARD M &
6545 SUWANEE RD
PENSACOLA, FL 32526

SHELBY JAMES K & TAMI
9945 BEULAH RD LT 1
PENSACOLA, FL 32506

SHERMAN DOUGLAS H
9053 ALLEGHENY AVE
PENSACOLA, FL 32526

JAMES RYAN L
5954 ARCH AVE
PENSACOLA, FL 32526

DURAN STEPHEN A
PSC 473 BOX 172
FPO, AP 96349

FRANKLIN EDITH
3109 LAKE SUZANNE DR
CANTONMENT, FL 32533

POITEVIN JOSEPH M JR
5943 ARCH AVE
PENSACOLA, FL 32526

PRICE MONICA W
5938 ARCH AVE
PENSACOLA, FL 32526

HINSON ROBERT RANDOLPH III &
5930 ARCH AVE
PENSACOLA, FL 32526

EVANS EARL
5921 ARCH AVE
PENSACOLA, FL 32526

BURKE MICHELLE
5901 ARCH AVE
PENSACOLA, FL 32526

KEMP LEROY &
5905 ARCH AVE
PENSACOLA, FL 32526

WENTZ BRUCE T &
5857 ARCH AVE
PENSACOLA, FL 32526

MCQUAID CURTIS E &
5861 ARCH AVE
PENSACOLA, FL 32526

BOSSE JOSEPH H &
9058 ALLEGHENY AVE
PENSACOLA, FL 32526

MCNAIR STEPHEN E
5951 ARCH AVE
PENSACOLA, FL 32526

RAFFERTY MICHAEL J II &
5942 ARCH AVE
PENSACOLA, FL 32526

FROST GARY B &
5935 ARCH AVE
PENSACOLA, FL 32526

LEE DAVID E &
5931 ARCH AVE
PENSACOLA, FL 32526

HYATT ALVIN L &
5922 ARCH AVE
PENSACOLA, FL 32526

THORSEN TERRY N
5909 ARCH AVE
PENSACOLA, FL 32526-3232

TRENT JAMES R SR &
5856 ARCH AVE
PENSACOLA, FL 32526

PALMER SAMERIA S
5860 ARCH AVE
PENSACOLA, FL 32526

CAYTON PATRICK W JR &
5900 ARCH AVE
PENSACOLA, FL 32526

MELDRIM ROBERT H &
5955 ARCH AVE
PENSACOLA, FL 32526

RAMSEY JARRY &
5947 ARCH AVE
PENSACOLA, FL 32526

WILLIAMS MARIO L
5939 ARCH AVE
PENSACOLA, FL 32526

KRULAK DAVID C &
2173 BAUGH RD
AIEA, HI 96701

MATHEWS JOSEPH G &
5926 ARCH AVE
PENSACOLA, FL 32526

SANDERS JOHN D &
5917 ARCH AVE
PENSACOLA, FL 32526

SAEVA MELANIE J
5853 ARCH AVE
PENSACOLA, FL 32526

MCKINLEY KEVIN W &
5904 ARCH AVE
PENSACOLA, FL 32526

BURKE C MICHELLE
5901 ARCH AVE
PENSACOLA, FL 32526

DEAN SIDNEY R &
PO BOX 1911
ROBERTSDALE, AL 36567

KEYS KEN &
5864 ARCH AVE
PENSACOLA, FL 32526

AMMON GREGORY
5894 ARCH AVE
PENSACOLA, FL 32526

SANI FARZAD
1 BEACON HILL DR
SARATOGA SPRINGS, NY 12866

BOND KATHRYN
15228 KESSLER DR
CHARLOTTE, NC 28277

BRIAR RIDGE LLC
PO BOX 1392
PENSACOLA, FL 32591

STACEY LEIGHTON M III
6351 CATTLE DR
PENSACOLA, FL 32526

ROWE SAMMY L
6363 CATTLE DR
PENSACOLA, FL 32526

MONTGOMERY BENJAMIN FRANKLIN III
6375 CATTLE DR
PENSACOLA, FL 32526

KAM ROLAND T
6387 CATTLE DR
PENSACOLA, FL 32526

SIMPSON GERALD E
6350 CATTLE DR
PENSACOLA, FL 32526

GRAZIANI MICHAEL A &
16706 TINTAGEL CT
DUMFRIES, VA 22025

SCOTT BYRON C &
5893 ARCH AVE
PENSACOLA, FL 32526

SIMMONS GREGORY A
5885 ARCH AVE
PENSACOLA, FL 32526

STEVENS RACHEL E &
5873 ARCH AVE
PENSACOLA, FL 32506

KING DARRYL G & MONA LISA
9830 REBEL RD
PENSACOLA, FL 32526

VILLORDO JAVIER
6355 CATTLE DR
PENSACOLA, FL 32526

JARRELL STEWART
3168 BYRON PL
CANTONMENT, FL 32533

SAMEK RICHARD
PSC 474 BOX 7304
FPO, AP 96351

LAVAWAY JASON M
6391 CATTLE DR
PENSACOLA, FL 32526

HUGHES BONNIE F
6358 CATTLE DR
PENSACOLA, FL 32526

LAMB BARBARA CAROL
5865 ARCH AVE
PENSACOLA, FL 32526

MATTHEWS SUSAN R
5869 ARCH AVE
PENSACOLA, FL 32526

ALLEN MICHAEL J &
5881 ARCH AVE
PENSACOLA, FL 32526

KEYSTONE HOMEOWNERS ASSOCIATION
4400 BAYOU BLVD #583
PENSACOLA, FL 32503

RANKINS SHIRLEY ANN
6347 CATTLE DR
PENSACOLA, FL 32526

BLAKLEY TARA M
6359 CATTLE DR
PENSACOLA, FL 32526

BARTH BRANDON JAMES &
6371 CATTLE DR
PENSACOLA, FL 32526

GARNER JASON D
6383 CATTLE DR
PENSACOLA, FL 32526

MILLER HILLARY A &
2382 FLINTSTONE DR
CANTONMENT, FL 32533

SAMSEL ADAM M
6362 CATTLE DR
PENSACOLA, FL 32526

SARDAR JAZMIN
6366 CATTLE DR
PENSACOLA, FL 32526

LAMBIASE LEATHA
6370 CATTLE DR
PENSACOLA, FL 32526

BOWIE WILLIAM A
6374 CATTLE DR
PENSACOLA, FL 32526

HUTTO STANLEY L
6378 CATTLE DR
PENSACOLA, FL 32526

POL BENJAMIN E
6382 CATTLE DR
PENSACOLA, FL 32526

SCHMIDT ERIC W
6386 CATTLE DR
PENSACOLA, FL 32526

HOLLIMAN DAVID C
6390 CATTLE DR
PENSACOLA, FL 32526

JONES SHAWN D &
6394 CATTLE DR
PENSACOLA, FL 32526

CHABANIK RICHARD J III
6398 CATTLE DR
PENSACOLA, FL 32526

FORAGE ESTATES HOMEOWNERS ASSOCIATION INC
2655 BARRINEAU PARK RD
MOLINO, FL 32577

H & L LAND DEVELOPMENT INC
PO BOX 6
CANTONMENT, FL 32533

BROWN ANN C
10020 BEULAH RD
PENSACOLA, FL 32526

SCHULTZ OLIN S & JULIA B
6230 FRANK REEDER RD
PENSACOLA, FL 32526

VAN PELT DEBBIE J
6622A FRANK REEDER RD
PENSACOLA, FL 32526

MCARTHUR ANNA LOUISE
9960 LYNDALE DR
PENSACOLA, FL 32526

O BRIEN ROY D & EMMA JEAN
6710 WONDERLAKE RD
PENSACOLA, FL 32526

HENNESSEY SUSAN
9710 ALOHA LANE
PENSACOLA, FL 32526

KAHIAPO DANIEL K JR
10234 REBEL RD
PENSACOLA, FL 32526

LITTLE MICHAEL T &
9895 BEULAH RD
PENSACOLA, FL 32526

HANDROP IRMA LEE
9855 BEULAH RD
PENSACOLA, FL 32526

WRIGHT JAMES B &
9874 REBEL RD
PENSACOLA, FL 32526

GLASS BRIAN & CHERYL C
6631 SUWANEE RD
PENSACOLA, FL 32526

MCDONALD SHEILA L &
6651 SUWANEE RD
PENSACOLA, FL 32526

GIBSON STEVEN B
9560 BRIDLEWOOD RD
PENSACOLA, FL 32526

HALE IRIS H
6615 SUWANEE RD
PENSACOLA, FL 32526

RAMOS ROMEL &
10020 BEULAH RD
PENSACOLA, FL 32526

MOORE BETTYE J
PO BOX 131
UNADILLA, NY 13849

HALL BILLY J
9985 REBEL RD
PENSACOLA, FL 32526

STROUD CATHERINE &
10059 REBEL RD
PENSACOLA, FL 32526

LOTT DAVID A & LETITIA DECK
10075 REBEL RD
PENSACOLA, FL 32526

RUTLEDGE SHELLY JEANENE
9965 REBEL RD
PENSACOLA, FL 32526

SCHULTZ HERMAN RICHARD
10615 BEULAH RD
PENSACOLA, FL 32526

MOORE MICHAEL D &
7384 SHELBY LN
PENSACOLA, FL 32526

MATCHETT OLLIE ALTON &
9855 REBEL RD
PENSACOLA, FL 32526

UNITED STATES GOVERNMENT
DEPT OF NAVY-PENTAGON
WASHINGTON, DC 20301

BENTON CLIFTON R JR &
6630 SUWANEE RD
PENSACOLA, FL 32526

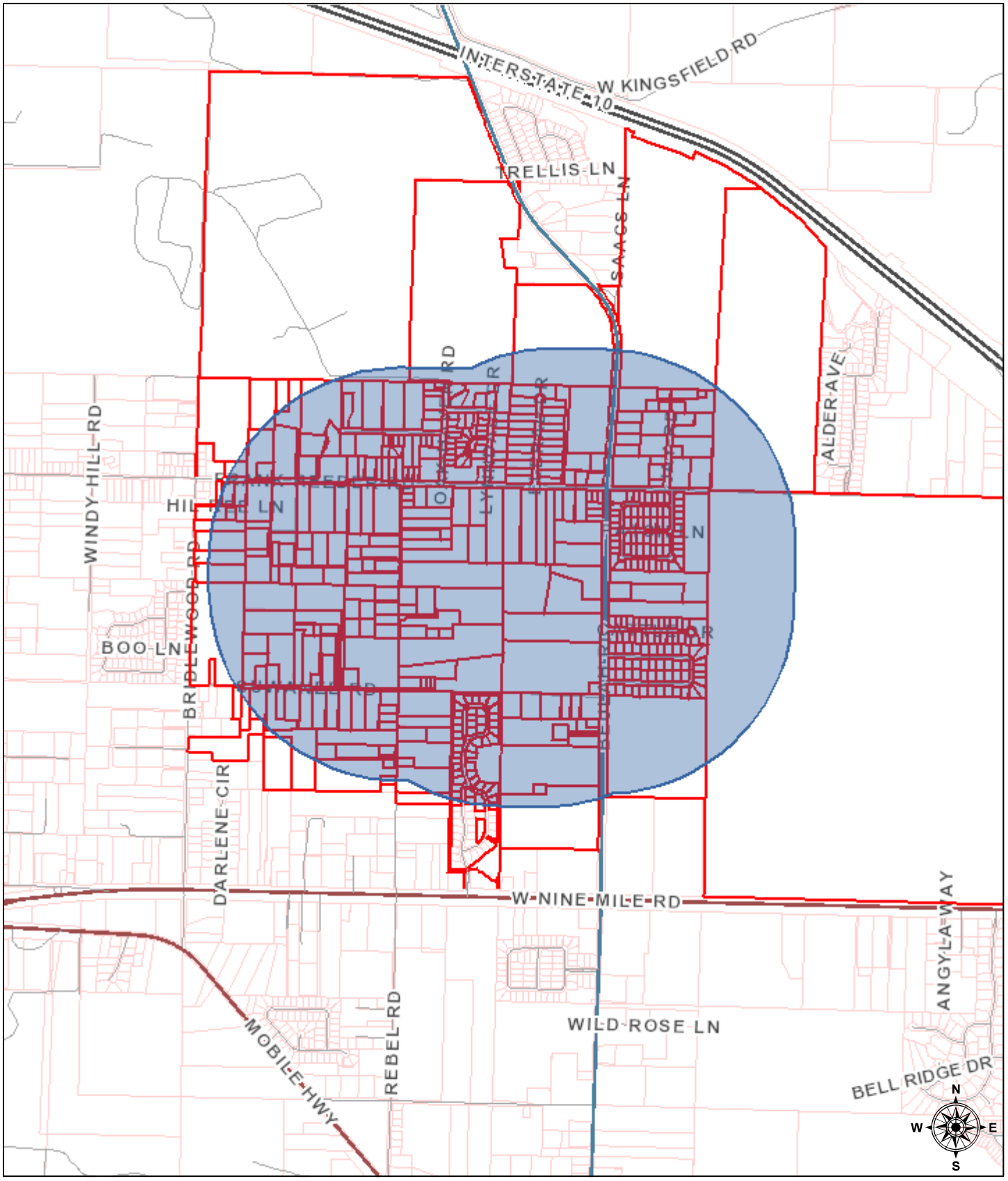
MOORE MICHAEL D JR
9885 REBEL RD
PENSACOLA, FL 32526

DUBOSE ELEANOR JEANETTE
20425 DONOVAN DR
SEMINOLE, AL 36574

MATCHETT OLLIE A &
9855 REBEL RD
PENSACOLA, FL 32526

MATCHETT ALTON & DARLENE
9855 REBEL RD
PENSACOLA, FL 32526

Mailing List Map



November 23, 2016

1:24,108

0 0.2 0.4 0.8 mi

0 0.325 0.65 1.3 km

polygonLayer

Override 1

polygonLayer

Override 1

Streets

PRINCIPAL ARTERIAL

MINOR ARTERIAL

COLLECTOR

LOCAL ROAD

Parcels

County Outline

Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIndia, NGCC, © OpenStreetMap contributors, and the GIS User Community

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Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 12/6/16

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z-2016-10

OR

Regular Planning Board Meeting
Agenda Item Number/Description:

_____ In Favor ✓ Against

*Name: Dolly Gibbons

*Address: 9980 Rebel Rd *City, State, Zip: Pensacola, Fl 32526

Email Address: _____ Phone: _____

How did you hear about the rezoning case: ☑ Mail ☐ Internet ☑ Sign

Please indicate if you:
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☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

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Rezoning Case #: Z-2016-10

OR

Regular Planning Board Meeting
Agenda Item Number/Description: _____

_____ In Favor X Against

*Name: JAMES LaCLAIRE

*Address: 10170 REBEL Rd *City, State, Zip: 32526

Email Address: _____ Phone: 850-380-4446

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☒ Sign

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Rezoning Case #: Z-2016-10

OR

Regular Planning Board Meeting
Agenda Item Number/Description:

_____ In Favor X Against

*Name: CRAIG GILMORE

*Address: 6285 FRANK REEER *City, State, Zip: PENSACOLA, FL

Email Address: CRAIGNPAT@BELLSOUTH.NE Phone: 850 9418553

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Meeting Date: 12-6-16

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2016-10

_____ In Favor X Against

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

*Name: Wesley Jarman

*Address: 10571 Beulah Rd. *City, State, Zip: Pensacola, FL 32526

Email Address: _____ Phone: _____

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Meeting Date: 12/6

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z-2016-10

OR

Regular Planning Board Meeting
Agenda Item Number/Description:

____ In Favor X Against

*Name: Celena Jarman

*Address: 10571 Beulah Rd *City, State, Zip: Pensacola, FL 32526

Email Address: tonks4@msn.com Phone: 341-1053

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Rezoning Quasi-judicial Hearing
Rezoning Case #: Z-2016-10

OR

Regular Planning Board Meeting
Agenda Item Number/Description:

_____ In Favor X Against

*Name: Mary Mungall

*Address: 9936 Eleral Dr. *City, State, Zip: Pensacola FL 32526

Email Address: mmungall@panhandle.rr.com Phone: 850-490-7938

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Meeting Date: 12/6/16

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z-2016-10

OR

Regular Planning Board Meeting
Agenda Item Number/Description:

_____ In Favor X Against

*Name: Theresa Blackwell

*Address: 9935 Tower Ridge Rd, moving to Wonderlake Rd (own property) *City, State, Zip: Pensacola, FL 32526

Email Address: theresa.blackwell@gmail.com Phone: _____

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Meeting Date: 12-6-2016

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z-2016-10

OR

Regular Planning Board Meeting
Agenda Item Number/Description: _____

X In Favor ____ Against

*Name: Elizabeth Steck

*Address: 840 Green Hill Rd *City, State, Zip: Cantonment FL 32533

Email Address: _____ Phone: 850-777-7887

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K.

2016-10
~~2016-11~~

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 6 DEC 16

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z 2016-10

OR

Regular Planning Board Meeting
Agenda Item Number/Description:

_____ In Favor _____ Against

*Name: Joe Rector

*Address: 25 W Cedar *City, State, Zip: _____

Email Address: jrector@dowberry.com Phone: _____

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01/2016

Z-2016-12

ESCAMBIA COUNTY PLANNING BOARD
QUASI-JUDICIAL HEARING

Case #: Z-2016-12
Applicant: Wiley C. "Buddy" Page, Agent for
Frederick & Dorothy Bousquet, Owners
Address: 599 Fairfield Drive
Property 1.15 (+/-) acres
Size:
From: HDR, High Density Residential district
(18 du/acre
To: Com, Commercial district(25 du/acre, lodging
unity density not limited by zoning)

A public hearing was held in the above-styled cause before the Escambia County Planning Board on the 6th day of December 2016, commencing at 11:00 a.m., at the Escambia County Central Office Complex, 3363 West Park Place, Room 104, Pensacola, Florida, reported by David A. Deik, CP, CPE, Professional Reporter.

PLANNING BOARD

BOARD MEMBERS PRESENT:

WAYNE BRISKE
Chair

TIM TATE
Vice Chair
REID RUSHING
At-Large

JAY INGWELL
District 1
EDWIN HOWARD
At-Large

TIMOTHY PYLE
District 2
PATTY HIGHTOWER
School Board

STEPHANIE ORAM
Navy

PLANNING BOARD STAFF:

Meredith Crawford, Esq.
Assistant County Attorney
Horace Jones, Director
Caleb MacCartee
John Fisher
Kayla Meador

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SUSAN TAN	13

PROCEEDINGS

THE CHAIRPERSON: I will hereby call the quasi-judicial rezoning hearing back to order. We still do have two cases to be heard today.

The next case is Case Z-2016-12. Buddy Page is the agent for Frederick and Dorothy Bousquet, the owners, 599 Fairfield Drive, 1.15 plus/minus acres from high density residential district to commercial.

And Mr. Page, if there are no objections, we'll let the staff present the maps and photography. All right. It's indicated there is none, so let's have the maps and photography, please.

MR. MacCARTEE: Caleb MacCartee, urban planner, Escambia County.

Here we have the location map, 525-foot buffer. Next map, we have our zoning map, zoning located in the area. Here we have our future land use map. Our existing land use. An aerial map of the parcel.

Here's our public notice sign posted on the property. This is looking west onto the site. This is looking north along Fairfield

Drive. This is looking northeast from the site across Fairfield. Looking east from site across Fairfield. And looking towards the intersection southeast from the site across Fairfield, and south along Fairfield.

And also, finally is our 2500-foot-radius map obtained from the Escambia County Property Appraiser. And our mailing list.

That concludes the maps and photographs for this case.

THE CHAIRPERSON: Okay. Little housekeeping item. I noticed I forgot to do our ex parte communication for this case, so we'll do that now.

Members of the Board, has there been any ex parte communication between you, the applicant, applicant's agents, attorneys, witnesses, fellow Planning Board members, or anyone from the general public prior to this hearing?

I'll also ask if you have visited the subject property and disclose if you are a relative or business associate of any of the parties.

Ms. Oram.

MS. ORAM: No to all.

MS. HIGHTOWER: No to all.

MR. PYLE: No to all. I'm familiar with the property. And the only reason to belabor that point is, I think on the receiver's side, when they hear now, I have -- I have visited. I am personally familiar with the site. I know where it is.

MR. HOWARD: No to all, but I've driven by that area a few times just on my way in and around work.

THE CHAIRPERSON: All right. Thank you, Mr. Howard.

Chairman, no to all. I am familiar with the site.

MR. TATE: No to all.

MR. INGWELL: No, but I am familiar with the site.

MR. RUSHING: No to all.

THE CHAIRPERSON: Thank you.

Staff, was notice of the hearing sent to all interested parties?

MS. CRAWFORD: Yes, sir.

THE CHAIRPERSON: Okay. Was it also correctly posted on the subject property?

MS. CRAWFORD: Yes, sir.

THE CHAIRPERSON: We've already had the maps and the photography, so Mr. Page, if you'll come forward, please.

Good morning, sir.

BUDDY PAGE

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

THE CHAIRPERSON: Okay. Mr. Page, your full name and address for the record, please.

MR. PAGE: Mr. Chairman, Buddy Page, 5337 Hamilton Lane, Pace, Florida.

THE CHAIRPERSON: All right. Thank you, sir.

Did you receive a copy of the package and the findings of fact?

MR. PAGE: I did.

THE CHAIRPERSON: And do you understand that you have the burden of providing substantial competent evidence that is consistent with the Comprehensive Plan, furthers the goals and objectives and policies of that plan as not in conflict with any portion of the

Land Development Code?

MR. PAGE: I do.

THE CHAIRPERSON: All right. Sir, you've been previously qualified as an expert in the area of land use and planning. Do you wish to be qualified for this case?

MR. PAGE: Yes, sir. Please, sir.

THE CHAIRPERSON: Board members, do you have any questions of Mr. Page's qualifications? He has previously been accepted as expert in the area of land use and planning.

(No response.)

THE CHAIRPERSON: All right. Hearing none, please let the record reflect that Mr. Page is acknowledged as an expert in the area of land use and planning.

Please proceed, sir.

MR. PAGE: Thank you, Mr. Chairman, board.

This application seeks to change, as stated in the front page, a parcel of property a little over an acre in size on Fairfield Drive to a commercial category.

Mr. Chairman, I note in the findings of the staff that we were consistent with the future land use map and the land development

code, and we also were consistent with the intent and purpose . . . Let me find the right page.

The next item C, compatible with surrounding and existing mixed uses in the area.

Criteria D, there have been basically no changed conditions that we're aware of, and certainly the staff has documented that.

And item criteria E, consistency with development patterns, that it would result in the logical and orderly development pattern.

The property basically is high and dry. There were no wetland criteria indicators flagged on the site, as it was examined in terms of the national wetlands inventory map.

Mr. Chairman, surrounding the site, as you can see in the overhead, it does front right at the intersection, which is a signalized intersection, at Jackson and Fairfield Drive.

It's also kitty-cornered from a zoning category of high commercial, light industrial across the way.

It backs up to a commercial zoning designation that is quite extensive, coming off of Lillian Highway.

Mr. Chairman, we concur with all of the findings of staff. If acceptable to the Board, we would offer to adopt those findings as our own.

THE CHAIRPERSON: Okay. Thank you, Mr. Page.

In some cases, when the applicant agrees with all of the findings, we do skip the staff's findings reading them into the record.

However, we do have speakers on this case, so we want to make sure we get all the facts out on the record, so we'll --

MR. PAGE: Sure.

THE CHAIRPERSON: If you'll allow me to accept that and will allow staff to go ahead and present those findings.

MR. MacCARTEE: Yes, sir. The staff has found that for -- I'll just briefly go with this: We find they were consistent with all criteria. If that's sufficient for the Board, we can proceed from there, or I can go through each one.

THE CHAIRPERSON: Well, let's find out what type of questions or concerns that we may have from members of the public, and then we can

address them individually, since it does meet all of the criteria.

Okay. At this time, we're going to open the public forum, public comment forum of the meeting.

For those members of the public that wish to speak, please note that we base our decision on the six criteria, if we could bring those up on the screen, please, that are described in Section 2-7.2 of the Land Development Code.

During our deliberations, we do not consider general statements of support or opposition. Accordingly, when you speak, please limit your testimony to those conditions described in 2-7.2 and listed on the screen.

Please also note that only those individuals who are here today and give testimony on the record at this hearing will be allowed to speak at the Board of County Commission hearing.

And at this time, we have Mr. Heinicke. Sir, if you'll please be sworn in and then state your name and address for the record.

- - -

ROBERT HEINICKE

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

- - -

MR. HEINICKE: Robert Heinicke. I live at 8206 Li Fair Drive.

THE CHAIRPERSON: Please proceed.

MR. HEINICKE: I was speaking in opposition mainly from the standpoint when we got the letter. We didn't know what it meant.

And having owned our house since we moved -- bought it in '79, we've seen the changes on that side, when you come down Crow Road off of Fairfield.

And there was nothing there when we moved in. And come down Li Fair Drive, you know, it's low density. Wasn't low density. It was what? Small, you know, units, if you will.

And then over the years we were gone -- Navy took me away. I came back after I retired. Along Crow Road, they built all these apartments in what used to be just raw ground. And the attendant issues and the infrastructure support hasn't stayed at the good level that it was.

Now we have all extra traffic in there. So that was my opposition. I wanted to find out what it was that was going to go in there, seeing it was a type of beauty shop before. So that -- that's all I have to say.

Thank you.

THE CHAIRPERSON: Okay. Thank you. All right. Thank you, sir.

Susan Tan.

- - -

SUSAN TAN

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

- - -

MS. TAN: My name is Susan Tan, and I live at 536 Li Fair Place.

Right behind my property, there's a great big county drainage ditch. And my property is the one that they always go on. You know, they tear up the grass and get in there and maintain this ditch.

So one of my major concerns is, if they're going to disrupt this -- you know, the ditch in any way because this could be like, you know, when the ditch could come up kind of high with

water in it, and there could be flooding.

And if this -- If they build in this property, you know, this new property, if they're going to disturb this ditch at all -- plus there is some wildlife around there, because we have like these blue jays and these cardinals, and we also have a hawk that flies around my house. And I'm always noticing him.

And when they tear up that property -- I mean, I didn't put up a fence just because I didn't want to disturb those birds. And now they're going to go in there and develop this.

So that's my concern, is really, is there going to be, like, any flooding -- you know, increased flooding threat? And you know, these birds and everything being disturbed in there, so . . .

THE CHAIRPERSON: Okay. All right. Thank you.

I don't think you might have been in the room for the previous case. Horace explained that there's a very detailed development review process that looks at everything from traffic to the flow of water and retention ponds and the effects on the natural environment, and all

those things that are going through.

Horace, do you want to just give her a brief background?

MR. JONES: Yes. Mr. Chairman, if there's a recommendation for the Planning Board to recommend for this to be approved, if this site is developed, there's a process that is in place to take a look at the stormwater -- stormwater -- flood plain review, parking, traffic environmental issues, as well. That's what we call the site plan review process.

That is, if this property is to be developed, they must go -- and they must go through an extensive process and meet the standards, whatever is applicable at the times of development. And the standards are very rigorous when it comes to stormwater now.

THE CHAIRPERSON: Horace, in this case, due to the lady's testimony, could you talk about maybe the basic requirements, you know, between uses that might be required?

MR. JONES: Where is her property in -- related to . . .

MS. CRAWFORD: Where the property is --

MR. MacCARTEE: What's your address?

MS. TAN: 536 Li Fair Place, so . . .

MR. JONES: The buffer requirements there are different per the zoning districts per whether or not there's a commercially used or existing use or -- the buffer requirements are different.

But while we are finding that, yes, there are buffer requirements with residential and commercial, but it varies on the type of commercial that is being proposed, and it varies on the -- on the type of existing -- the uses that are present on that site.

But whatever it is -- whatever it is, they will have to met those things. Sometime it requires fencing, wood fencing. Sometime it just only requires trees. And sometime it requires fencing and trees, supplemented with -- with -- with the landscaping, so -- but during the site review process, if that's applicable -- that's the next process -- we will look at that.

Because we know that sometime issues have an impact, so that's why the site plan -- that's why the fencing and the buffering, it can minimize -- maybe not always prevent, but it definitely can help with the buffering

Page 17

standards.
THE CHAIRMAN: Okay. And the other one, Mr. Heinicke. He was 8206 Li Fair. 8206.
MR. JONES: There you go.
THE CHAIRPERSON: Now, show us with the pointer there, where is the subject parcel on this one.
MR. MacCARTEE: Right here where the pointer is.
THE CHAIRPERSON: Okay. So there's already some parcels --
MR. MacCARTEE: Yes.
THE CHAIRPERSON: -- between this development --
MR. MacCARTEE: Yes.
THE CHAIRPERSON: -- and both of the folks that are here speaking. Okay.
MR. JONES: Yes. So I could tell you right now there will be -- there will be probably no -- because you already so far from the property that will not -- the buffering will not be applicable for her property.
THE CHAIRPERSON: Right. Right.
Is the property to the south of those long, thin ones? Is that already developed?

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MR. MacCARTEE: I believe there's a wooded lot. I believe those are wooded lots. One second. I can turn on the arrow and confirm that.
THE CHAIRPERSON: Mr. Heinicke, come back forward. Sir, you still are under oath. I'll let you come in just because we only have a couple speakers.
MR. HEINICKE: The lot they're referring to, there was a house there at the corner of Fairfield and Crow Road, one house for sale. Next to it there was a house that Ivan took down. A foundation was there.
The gentleman, I think, broke out a lot of the foundation. In fact, within three or four days ago, he was out cutting the tall weeds with a lawn mower.
And this property is next to -- we're talking about is next to that. And it had a beauty salon or something on it.
So I did have a question. I didn't -- didn't voice it before, was: Is there really a change if you had a commercial business on there?
MR. JONES: There is a change, yes, sir.

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Yes, sir. Yes, sir. Yes, sir. If -- if there is an existing commercial use on the site, we look at the parking that's the threshold. If -- if -- if -- if the desired use going to -- going to create more parking, they got to come and see the site plan. Review it again.
If it's basically straight, even the same type of use, there will -- it just -- the site plan would not be necessary from us, but additional -- we have to look at -- That's what we tell everybody that come in anyway. If there's going to be additional parking, and they would have to come in and see us again.
THE CHAIRPERSON: Right. As we said, that development review process is extensive. It goes through parking, traffic --
MR. JONES: Yes, sir.
THE CHAIRPERSON: -- bonds, buffering, fire services. It covers a lot of different things.
MR. JONES: It does.
THE CHAIRPERSON: That comes at a later date. If the gentleman wishes to develop it, then they would have to go through that process, so . . .

Page 20

MR. JONES: And this is an existing salon?
MR. MacCARTEE: Yes. I do not believe that -- The applicant may be able to tell us exactly what's in operation right now, but it's been historically --
MR. JONES: It's been closed for how long?
MR. PAGE: Six months.
MR. TATE: It's probably a neighborhood use. I mean . . .
MR. JONES: Do you know what the use is? I know it's not -- I know it's not relevant, but I do tell them to come and see me because I want them -- I -- I want to make sure: The duration, the time line, how long they've been closed, all of that.
If they're going to impact that neighborhood, that could be -- they may bring it up all the way up to a full-blown DRC process. That's why so many factors that we look at when you have existing uses, especially if it was a house and they want to start doing a business, like so many salons do.
I'm not saying that that happened in this case, but it's still . . . So we have to look at all of those things, existing uses. Okay.

THE CHAIRPERSON: All right. Is there anyone else that has not already spoken that wishes to speak on this matter?

(No response.)

THE CHAIRPERSON: All right. Hearing none, I will close the public comments portion of the meeting.

Mr. Page.

MR. PAGE: I have nothing further.

THE CHAIRPERSON: Anything you want to add to or anything?

MR. PAGE: No, sir.

THE CHAIRPERSON: Staff, anything else?

(No response.)

THE CHAIRPERSON: All right. Board members, questions?

MR. RUSHING: I have a -- I have a quick question, basically to staff. Notice on the -- on the pictures and on Google maps, there is a Beck sign.

I am a Beck employee -- or a Beck owner. Even though I have nothing to do with the real estate side of the business -- I'm on the insurance side of the business -- does that conflict me at all, since I am not aware

anything about this client?

MR. JONES: Is the parcel for sale by Beck?

MR. RUSHING: Yes, I believe it is. According to what I see on the sign that you're looking at right now, it does show Beck is -- has it for sale.

MS. CRAWFORD: Given that the parcel is being marketed by your employer, that could potentially create a conflict. But you're not related with -- You're not -- You don't deal with any of the real estate sales?

MR. RUSHING: I mean, I'm . . .

MS. CRAWFORD: I'm not familiar with your position.

MR. RUSHING: No. I mean, I'm -- So I am -- I am a partner. I am an owner, so I do get benefit.

MS. CRAWFORD: Then, yes, if you would personally benefit from that relationship, the parcel with that, then my advice would be that you abstain.

MR. RUSHING: Okay. I'll abstain, then.

THE CHAIRPERSON: We have a special form that we'll need you to fill out, Mr. Rushing,

that just . . .

MR. JONES: Thank you, Commissioner Beck. I mean, thank you, Mr. Rushing.

MR. RUSHING: I missed that ex parte. It was one of our signs on there, so I would mention it was ex parte, but I didn't see it until I started going through it, and it was like, "Hmm, that may be a slight conflict."

THE CHAIRPERSON: Thank you for your disclosure. We appreciate it.

Any other questions from Board?

(No response.)

THE CHAIRPERSON: All right. Chair will entertain a motion, then.

MR. TATE: Mr. Chair, I move that we accept staff's findings of fact and recommend approval under the rules of the Board of County Commissioners on 2016-12.

THE CHAIRPERSON: Thank you. We have a motion.

Do we have a second?

MR. HOWARD: I'll second.

THE CHAIRPERSON: Second. Thank you, Mr. Howard.

Any further discussion?

(No response.)

THE CHAIRPERSON: All those in favor say "aye."

(Chorus of ayes.)

THE CHAIRPERSON: Opposed?

(No response.)

And with Mr. Rushing recusing himself from the vote. All right.

(Hearing concluded at 11:30 a.m.)

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CERTIFICATE OF REPORTER

STATE OF FLORIDA)
)
COUNTY OF ESCAMBIA)

I, DAVID A. DEIK, CP, CPE, Professional Court Reporter, certify that I was authorized to and did stenographically report the foregoing Escambia County Planning Board proceedings; and that the transcript is a true record of the proceedings contained herein.

I further certify that I am not a relative, employee, attorney, or counsel to any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in the action.

s/ David A. Deik

DAVID A. DEIK, CP, CPE
Professional Court Reporter

Planning Board-Rezoning **7. C.**

Meeting Date:	12/06/2016
CASE :	Z-2016-12
APPLICANT:	Wiley C. "Buddy" Page, Agent for Frederick E. & Dorothy Bousquet, Owners
ADDRESS:	599 Fairfield Drive
PROPERTY REF. NO.:	12-2S-31-1403-000-004
FUTURE LAND USE:	MU-U, Mixed-Use Urban
DISTRICT:	1
OVERLAY DISTRICT:	N/A
BCC MEETING DATE:	01/05/2017

SUBMISSION DATA:
REQUESTED REZONING:

FROM: HDR, High Density Residential district (18 du/acre)

TO: Com, Commercial district (25 du/acre, lodging unit density not limited by zoning)

RELEVANT AUTHORITY:

(1) Escambia County Comprehensive Plan
(2) Escambia County Land Development Code
(3) Board of County Commissioners of Brevard County v. Snyder, 627 So. 2d 469 (Fla. 1993)
(4) Resolution 96-34 (Quasi-judicial Proceedings)
(5) Resolution 96-13 (Ex-parte Communications)

APPROVAL CONDITIONS

Criterion a., LDC Sec. 2-7.2(b)(4)

Consistent with Comprehensive Plan

Whether the proposed rezoning is consistent with the goals, objectives, and policies of the Comprehensive Plan and not in conflict with any of the plan provisions

CPP FLU 1.3.1 Future Land Use Categories. The Mixed-Use Urban (MU-U) Future Land Use (FLU) category is intended for an intense mix of residential and nonresidential uses while promoting compatible infill development and the separation of urban and suburban land uses within the category as a whole. Range of allowable uses include: Residential, Retail and Services, Professional Office, Light Industrial, Recreational Facilities, Public and Civic. The maximum residential density is 25 dwelling units per acre.

FLU 1.5.1 New Development and Redevelopment in Built Areas. To promote the efficient use of existing public roads, utilities, and service infrastructure, the County will encourage the redevelopment in underutilized properties to maximize development densities and intensities located in the MU-S, MU-U, Commercial, and Industrial Future Land Use categories (with the exception of residential development).

FLU 2.1.1 Infrastructure Capacities. Urban uses will be concentrated in the urbanized areas with the most intense development permitted in the Mixed-Use Urban (MU-U) areas and areas with sufficient central water and sewer system capacity to accommodate higher density development. Land use densities may be increased through Comprehensive Plan amendments. This policy is intended to direct higher density urban uses to those areas with infrastructure capacities sufficient to meet demands and to those areas with capacities in excess of current or projected demand. Septic systems remain allowed through Florida Health Department permits where central sewer is not available.

FINDINGS

The proposed amendment to Commercial **is consistent** with the intent and purpose of Future Land Use category MU-U as stated in CPP FLU 1.3.1. The Future Land Use of Mixed-Use Urban allows for a mix of residential and retail services. The rezoning **would promote** good efficient use of existing public roads and an underutilized property that would conform with CPP FLU 1.5.1.

Per FLU 2.1.1 the uses will be concentrated in the urbanized areas with the most intense development permitted in the Mixed-Use Urban (MU-U) areas.

Sufficient central water and sewer system capacity to accommodate higher density development with be reviewed during the site plan review process.

Criterion b., LDC Sec. 2-7.2(b)(4)

Consistent with The Land Development Code

Whether the proposed amendment is in conflict with any portion of this Code, and is consistent with the stated purpose and intent of this Code.

Sec. 3-2.8 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. Non-residential uses within the district are limited to those that are compatible with urban residential neighborhoods.

Sec. 3-2.10 Commercial district (Com).

(a) Purpose. The Commercial (Com) district establishes appropriate areas and land use regulations for general commercial activities, especially the retailing of commodities and services. The primary intent of the district is to allow more diverse and intense commercial uses than the neighborhood commercial allowed within the mixed-use districts. To maintain compatibility with surrounding uses, all commercial operations within the Commercial district are limited to the confines of buildings and not allowed to produce undesirable effects on surrounding property. To retain adequate area for commercial activities, new and expanded residential development within the district is limited, consistent with the Commercial (C) future land use category.

(e) Location criteria. All new non-residential uses proposed within the Commercial district that are not part of a planned unit development or not identified as exempt by the district shall be on parcels that satisfy at least one of the following location criteria:

(1) Proximity to intersection. Along an arterial or collector street and within one-quarter mile of its intersection with an arterial street.

(2) Proximity to traffic generator. Along an arterial or collector street and within a one-quarter mile radius of an individual traffic generator of more than 600 daily trips, such as an apartment complex, military base, college campus, hospital, shopping mall or similar generator.

(3) Infill development. Along an arterial or collector street, in an area where already established non-residential uses are otherwise consistent with the Commercial district, and where the new use would constitute infill development of similar intensity as the conforming development on surrounding parcels. Additionally, the location would promote compact development and not contribute to or promote strip commercial development.
(4) Site design. Along an arterial or collector street, no more than one-half mile from its intersection with an arterial or collector street, not abutting a single-family residential zoning district (RR, LDR or MDR), and all of the following site design conditions:
a. Any Intrusion into a recorded subdivision is limited to a corner lot.
b. A system of service roads or shared access is provided to the maximum extent made feasible by lot area, shape, ownership patterns, and site and street characteristics.
c. Adverse impacts to any adjoining residential uses are minimized by placing the more intensive elements of the use, such as solid waste dumpsters and truck loading/unloading areas, furthest from the residential uses.
(5) Documented compatibility. A compatibility analysis prepared by the applicant provides competent substantial evidence of unique circumstances regarding the potential uses of parcel that were not anticipated by the alternative criteria, and the proposed use, or rezoning as applicable, will be able to achieve long-term compatibility with existing and potential uses. Additionally, the following conditions exist:
a. The parcel has not been rezoned by the landowner from the mixed-use, commercial, or industrial zoning assigned by the county.
b. If the parcel is within a county redevelopment district, the use will be consistent with the district's adopted redevelopment plan, as reviewed and recommended by the Community Redevelopment Agency (CRA).

FINDINGS

The proposed amendment **is consistent** with the intent and purpose of the Land Development Code (LDC). The proposed rezoning to Commercial (Com) will meet the location criteria of the LDC. The site is located along North Fairfield Dr, an arterial road, and within one-quarter mile of its intersection within Lillian Highway, an arterial road.

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 mixed-uses in the area. Within the 500' radius impact area, staff observed properties with zoning districts LDMU, MDR, HDR, HDMU, Com, HC/LI, and Con. The subject parcel currently has a commercial building on site and has co-existed with the residential and commercial uses in the area. A mobile home park is located directly to the west of the site and is zoned Com. Multi-family apartments are located directly north of the site and are zoned HDR. Vacant residential is located directly south of the subject property. A animal hospital is located within the impact area and is zoned Com. A medical office is located in the impact area and is zoned HC/LI.

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 impact the amendment or property. Staff found rezoning case Z-2006-02 located at 598 N Fairfield Dr that was rezoned from SDD to C-2 and approved on 03/02/2006.

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

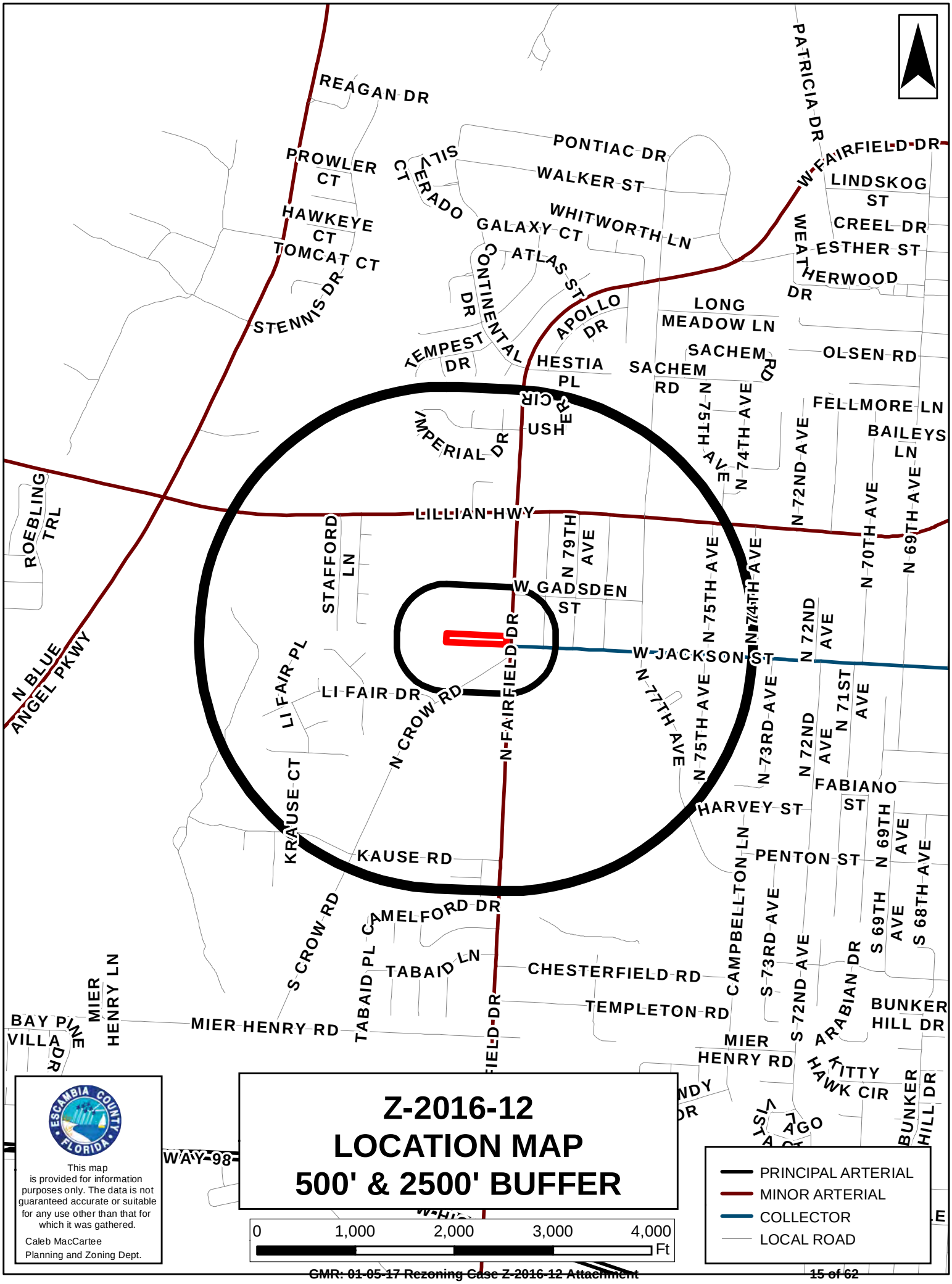
The proposed amendment **would result** in a logical and orderly development pattern. The surrounding area contains a mixture of residential, commercial, and light industrial uses.

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-2016-12


Z-2016-12
LOCATION MAP
500' & 2500' BUFFER
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
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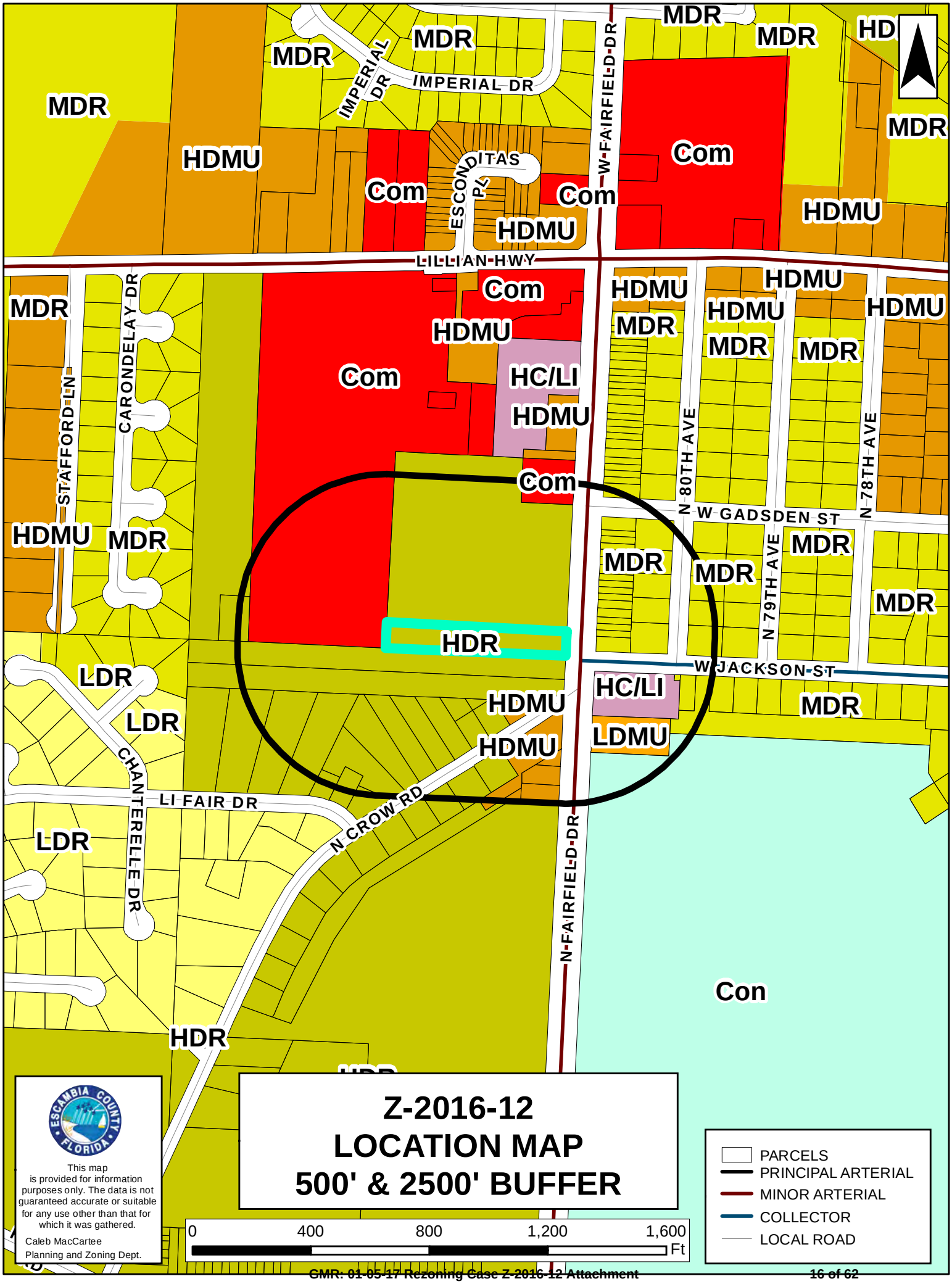
3,000
4,000
Ft
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Caleb MacCartee
Planning and Zoning Dept.
REAGAN DR
PROWLER CT
HAWKEYE CT
TOMCAT CT
STENNIS DR
SILVERADO CT
PONTIAC DR
WALKER ST
WHITWORTH LN
GALAXY CT
ATLAS ST
CONTINENTAL DR
TEMPEST DR
APOLLO DR
HESTIA PL
USHER CIR
IMPERIAL DR
PATRICIA DR
W FAIRFIELD DR
LINDSKOG ST
CREEL DR
ESTHER ST
WEATHERWOOD DR
LONG MEADOW LN
SACHEM RD
OLSEN RD
FELLMORE LN
BAILEYS LN
N 75TH AVE
N 74TH AVE
N 72ND AVE
N 70TH AVE
N 69TH AVE
LILLIAN HWY
ROEBLING TRL
STAFFORD LN
N 79TH AVE
W GADSDEN ST
N 75TH AVE
N 74TH AVE
N 72ND AVE
W JACKSON ST
N BLUE ANGEL PKWY
LI FAIR PL
LI FAIR DR
N CROW RD
N FAIRFIELD DR
N 77TH AVE
N 75TH AVE
N 73RD AVE
N 72ND AVE
N 71ST AVE
FABIANO ST
HARVEY ST
KRAUSE CT
KAUSE RD
PENTON ST
N 69TH AVE
S 68TH AVE
CAMPBELLTON LN
S 73RD AVE
S 72ND AVE
S 69TH AVE
S CROW RD
CAMELFORD DR
TABAID PL
TABAID LN
CHESTERFIELD RD
TEMPLETON RD
ARABIAN DR
BUNKER HILL DR
MIER HENRY LN
BAY PINE VILLA DR
MIER HENRY RD
MIER HENRY RD
KITTY HAWK CIR
BUNKER HILL DR
WAY 98


MDR
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HC/LI
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STAFFORD LN
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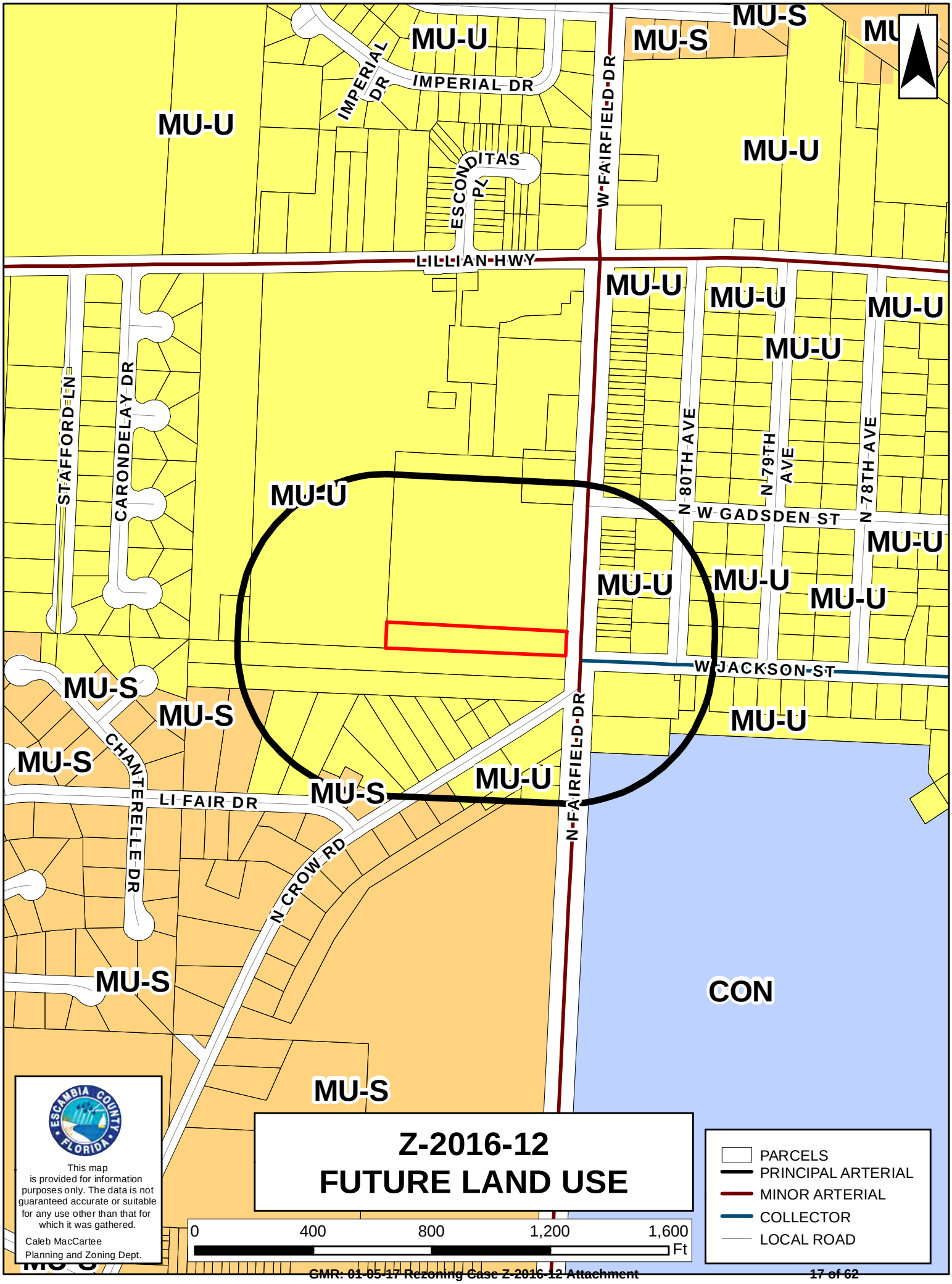
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD


MU-U
MU-S
IMPERIAL DR
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W FAIRFIELD DR
LILLIAN HWY
STAFFORD LN
CARONDELAY DR
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W GADSDEN ST
W JACKSON ST
CHANTERELLE DR
LI FAIR DR
N CROW RD
N FAIRFIELD DR
CON
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FUTURE LAND USE
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PRINCIPAL ARTERIAL
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COLLECTOR
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ESCAMBIA COUNTY FLORIDA
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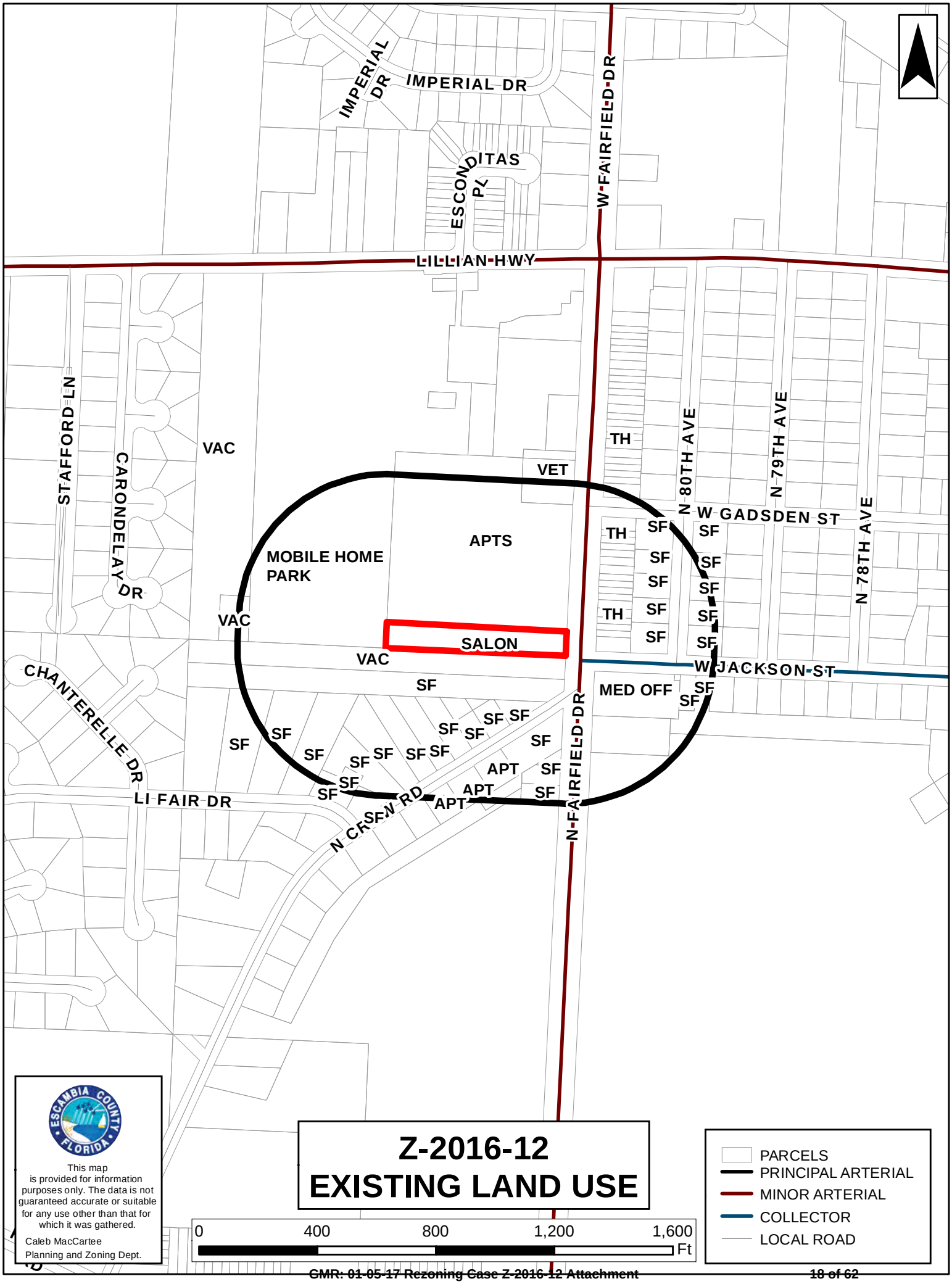

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Caleb MacCartee
Planning and Zoning Dept.

Z-2016-12
EXISTING LAND USE

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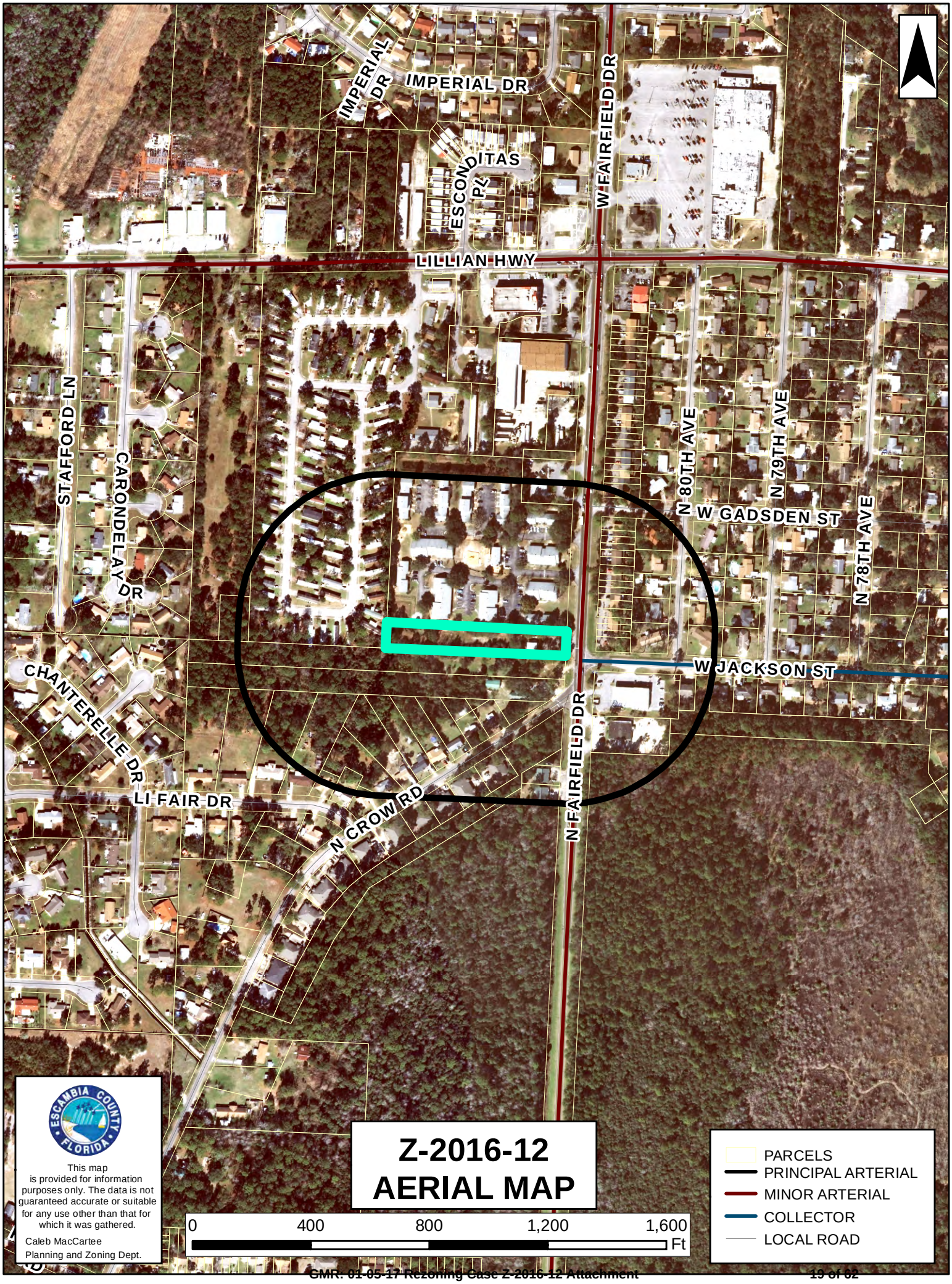
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD


IMPERIAL DR
IMPERIAL DR
ESCONDITAS PL
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LOCAL ROAD
ESCAMBIA COUNTY FLORIDA
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Planning and Zoning Dept.

Public Notice Sign

Looking West onto Site

Looking North along Fairfield Dr

Looking Northeast from Site across Fairfield Dr

Looking East from Site across Fairfield Dr

Looking Southeast from Site across Fairfield Dr

Looking South along Fairfield Dr

Wiley C. "Buddy" Page, MPA, APA
PROFESSIONAL GROWTH MANAGEMENT SERVICES. LLC
5337 Hamilton Lane • Pace, Florida 32571
CELL (850) 232-9853
budpagel@att.net

October 27, 2016
VIA HAND DELIVERY

Mr. Horace Jones, Director
Development Services Department
1363 Park Place Central Complex
Pensacola, Florida 32505

RE: Rezoning Application Request
599 Fairfield Drive Pensacola
Property Parcel 12-2S-31-1403-000-004
Request: HDR to Com

Dear Mr. Jones:

Please find our attached application package requesting Planning Board consideration to change the referenced property zoning category from HDR to Com commercial. The property is located some 1,222 feet south from the intersection of Lillian Highway and Fairfield Drive suggesting that it meets location criteria requirements. in the Land Development Code.

This request is consistent with provisions within the Comprehensive Plan and the Land Development Code. The existing FLU of Mixed Use Urban allows Commercial zoning.

The requested Commercial category will be compatible with surrounding existing zoning including HDR on both the north and south sides of the property, Commercial to the west and MDR to the east. One parcel across from the property on the south east side of Fairfield and Jackson Street is zoned HC/LI.

No changed conditions were observed in the area, and the property is high and dry suggesting development will have little or no effect on the natural environment. Existing development patterns contain a mixture or zoning categories and uses suggesting the requested Commercial classification will be consistent with existing development patterns.

Please contact me if you require additional information.

Sincerely yours,

Wiley C. "Buddy" Page

4. Please complete the following Forms: Concurrency Determination Acknowledgement and Affidavit of Owner/Limited Power of Attorney (if applicable).

CONCURRENCY DETERMINATION ACKNOWLEDGMENT

Property Reference Number(s): 12-2S-31-1403-000-004

Property Address: 599 Fairfield Drive Pensacola, Florida 32506

I/We acknowledge and agree that no future development for which concurrency of required facilities and services must be certified shall be approved for the subject parcel(s) without the issuance of a certificate of concurrency for the development based on the actual densities and intensities proposed in the future development's permit application.

I/We also acknowledge and agree that approval of a zoning district amendment (rezoning) or Future Land Use Map amendment does not certify, vest, or otherwise guarantee that concurrency of required facilities and services is, or will be, available for any future development of the subject parcels.

I/We further acknowledge and agree that no development for which concurrency must be certified shall be approved unless at least one of the following minimum conditions of the Comprehensive Plan will be met for each facility and service of the County's concurrency management system prior to development approval:

a. The necessary facilities or services are in place at the time a development permit is issued.

b. A development permit is issued subject to the condition that the necessary facilities and services will be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.

c. For parks and recreation facilities and roads, the necessary facilities are under construction at the time the development permit is issued.

d. For parks and recreation facilities, the necessary facilities are the subject of a binding executed contract for the construction of the facilities at the time the development permit is issued and the agreement requires that facility construction must commence within one year of the issuance of the development permit.

e. The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.3220, F.S., or as amended, or an agreement or development order issued pursuant to Chapter 380, F.S., or as amended. For wastewater, solid waste, potable water, and stormwater facilities, any such agreement will guarantee the necessary facilities and services to be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.

f. For roads, the necessary facilities needed to serve the development are included in the first three years of the applicable Five-Year Florida Department of Transportation (FDOT) Work Program or are in place or under actual construction no more than three years after the issuance of a County development order or permit.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 20th DAY OF SEPTEMBER, YEAR OF 2016.

Signature of Property Owner	Dorothy Bousquet Printed Name of Property Owner	9.20.16 Date
Signature of Property Owner	Printed Name of Property Owner	Date

AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

(if applicable)

As owner of the property located at 599 Fairfield Drive Pensacola, Florida 32506, Florida, property reference number(s) 12-2S-31-1403-000-004 I hereby designate Wiley C."Buddy" Page for the sole purpose of completing this application and making a presentation to the Planning Board and the Board of County Commissioners to request a rezoning on the above referenced property. This Limited Power of Attorney is granted on this 20th day of SEPT. the year of, 2016, and is effective until the Board of County Commissioners or the Board of Adjustment has rendered a decision on this request and any appeal period has expired. The owner reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice to the Development Services Bureau.

Agent Name: Wiley C."Buddy" Page Email: budpage1@att.net

Address: 5337 Hamilton Lane Pace, Florida 32571 Phone: 850-232-9853

Signature of Property Owner	Dorothy Bousquet Printed Name of Property Owner	9.20.16 Date
Signature of Property Owner	Printed Name of Property Owner	Date

STATE OF Florida COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 20 day of September 20 16, by Dorothy Bousquet.

Personally Known ☒ OR Produced Identification☐. Type of Identification Produced: FLA DL B230192488780

Signature of Notary	Printed Name of Notary

GWENDOLYN B. TOOHILL
Commission # GG 016860
Expires July 31, 2020
Bonded Thru Troy Fain Insurance 800-385-7019

(Notary Seal)

5. Submittal Requirements

A. X Completed application: All applicable areas of the application shall be filled in and submitted to the Planning and Zoning Department, 3363 West Park Place, Pensacola, FL 32505.

B. X Application Fees: To view fees visit the website: http://myescambia.com/business/ds/planning-board or contact us at 595-3547

Note: Fees include all notices and advertisements required for the public hearing and a $5 technical fee. Payments must be submitted prior to 3 pm of the closing date of acceptance of application. Please make checks payable to Escambia County. MasterCard and Visa are also accepted.

C. X Legal Proof of Ownership (ex: copy of Tax Notice or Warranty Deed) **AND** a Certified Boundary Survey (Include Corporation/LLC documentation if applicable.)

D. ------ Compatibility Analysis (if applicable): If the subject property does not meet the roadway requirements of Locational Criteria, a compatibility analysis prepared by the applicant is required to provide substantial evidence of unique circumstances regarding the parcel or use that were not anticipated by the alternative criteria. (See "Documented Compatibility" within the request zoning district of the LDC.)

E. X Signed and Notarized Affidavit of Owner/Limited Power of Attorney AND Concurrency Determination Acknowledgement (pages 4 and 5).

By my signature, I hereby certify that:

1) I am duly qualified as owner(s) or authorized agent to make such application, this application is of my own choosing, and staff has explained all procedures relating to this request; and
2) All information given is accurate to the best of my knowledge and belief, and I understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application; and
3) I understand that there are no guarantees as to the outcome of this request, and that the application fee is non-refundable; and
4) I authorize County staff to enter upon the property referenced herein at any reasonable time for purposes of site inspection and authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County staff; and
5) I am aware that Public Hearing notices (legal ad and/or postcards) for the request shall be provided by the Development Services Bureau.

Signature of Owner/Agent	Dorothy Bousquet Printed Name Owner/Agent	9.20.16 Date
Signature of Owner	Printed Name of Owner	Date

STATE OF Florida COUNTY OF Escambia The foregoing instrument was acknowledged before me this 20 day of September 2016, by Dorothy Bousquet.

Personally Known ☐ OR Produced Identification ☑. Type of Identification Produced: FL DL

Signature of Notary

Printed Name of Notary (notary seal)

GWENDOLYN B. TOOHILL
Commission # GG 016860
Expires July 31, 2020
Bonded Thru Troy Fain Insurance 800-385-7019

Source: Escambia County Property Appraiser

Navigate Mode ◉Account ○Reference

Restore Full Page Version

General Information

Reference:	122S311403000004
Account:	093781000
Owners:	BOUSQUET FREDERICK E & DOROTHY
Mail:	4520 MARTHA AVE PENSACOLA, FL 32506
Situs:	599 FAIRFIELD DR
Use Code:	STORE, 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
2016	$28,025	$41,568	$69,593	$69,593
2015	$28,025	$40,332	$68,357	$68,357
2014	$28,025	$40,364	$68,389	$68,389

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
07/1984	1939	882	$9,550	WD	View Instr
01/1975	916	25	$1,800	TD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2016 Certified Roll Exemptions

Legal Description

S 82 1/2 FT OF E 660 FT OF LT 1 OR 1939 P 882 LESS DB 480 P 656 RD R/W

Extra Features

ASPHALT PAVEMENT

Parcel Information

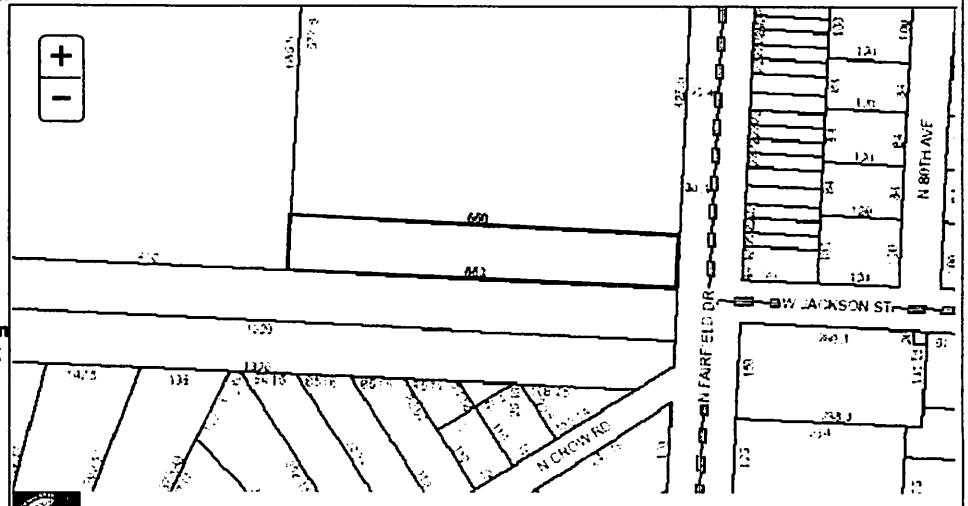
Launch Interactive Map

Section Map Id:
12-2S-31

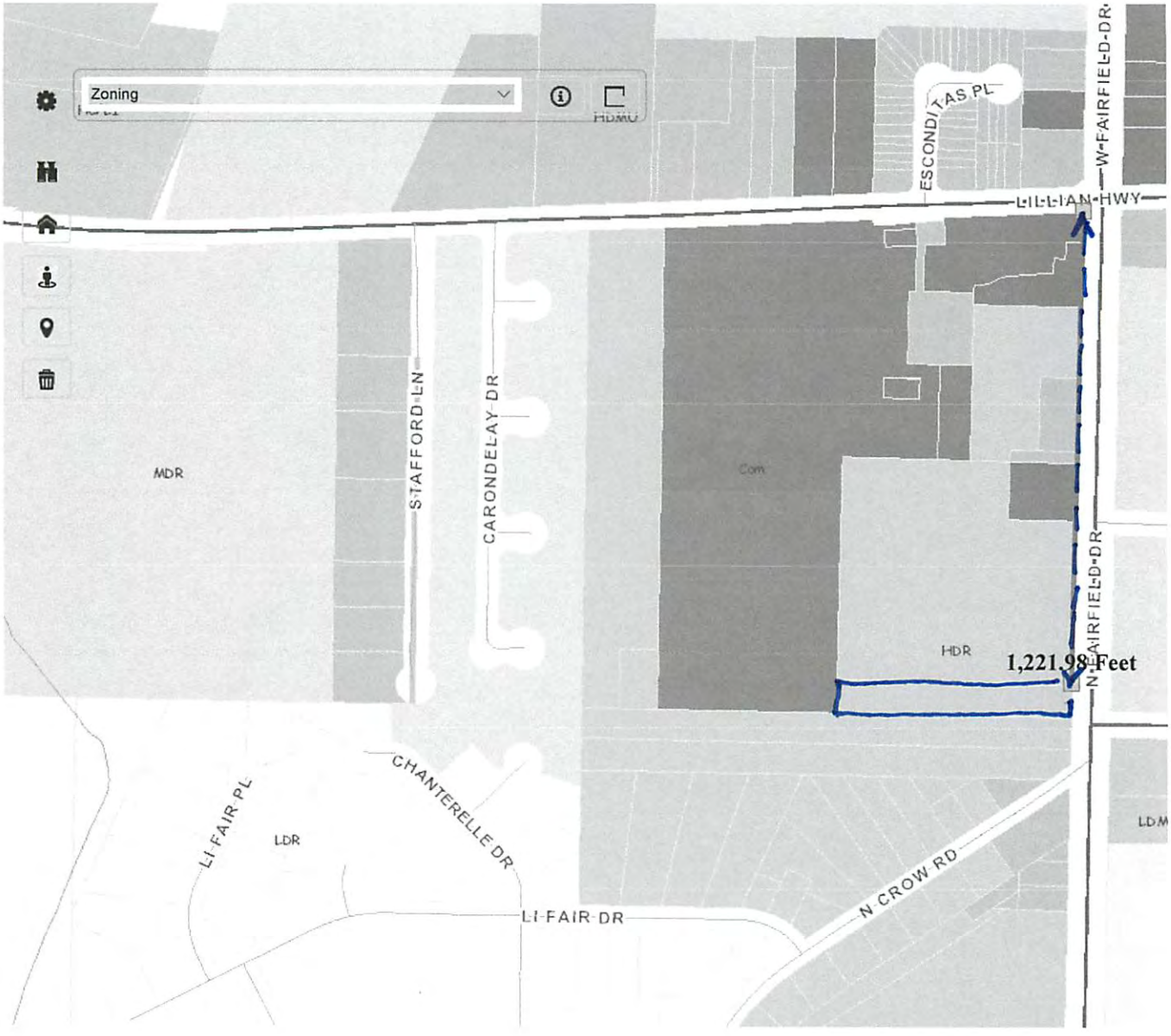
Approx. Acreage:
1.1800

Zoned:
HDR

Evacuation & Flood Information
Open Report

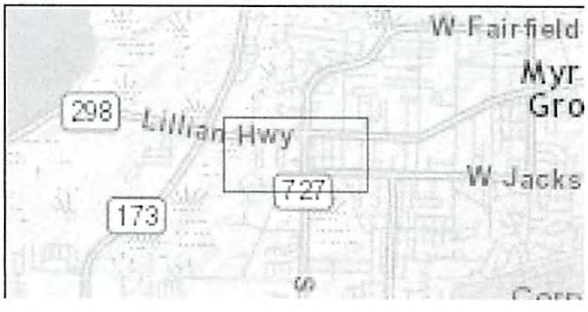


View Florida Department of Environmental Protection(DEP) Data



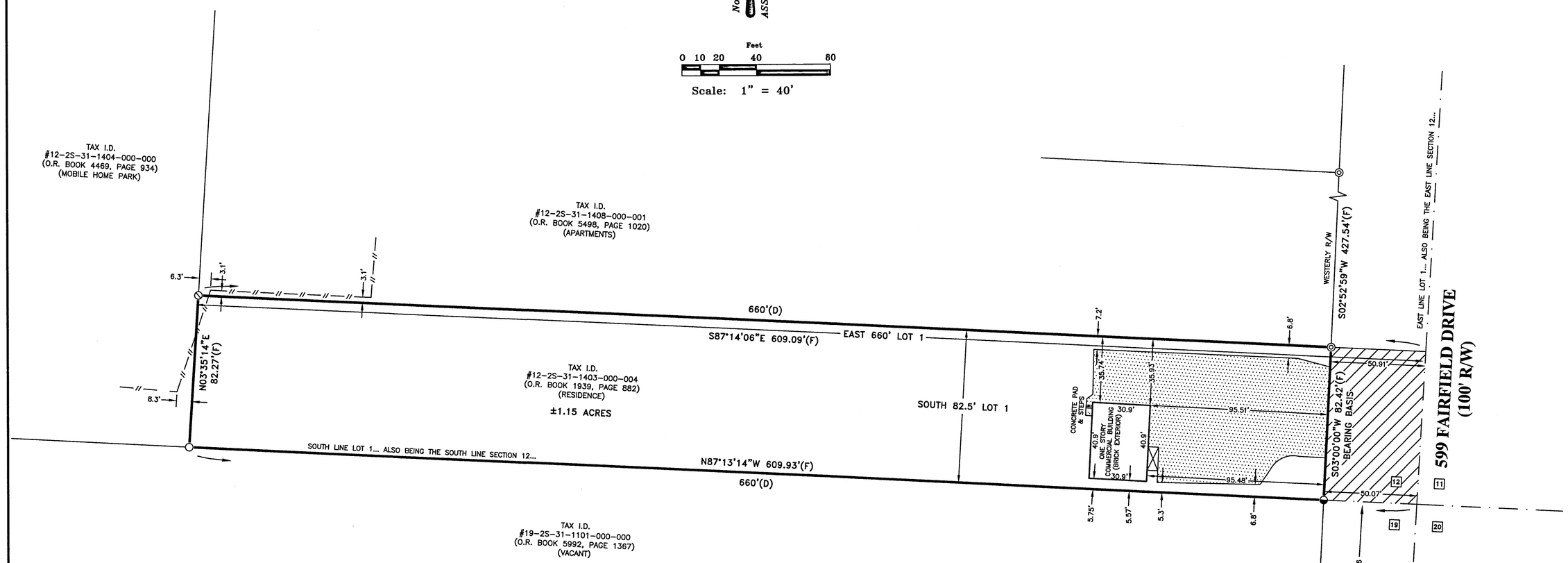
FLUM
=MU-U

100m
300ft



EMPIRE LAND·SURVEYING INC

BOUNDARY SURVEY
599 FAIRFIELD DRIVE
A PORTION OF SECTION 12, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA



LEGEND

R/W	RIGHT OF WAY
O.R.	OFFICIAL RECORD BOOK
L.S.	LICENSED SURVEYOR
L.B.	LICENSED BUSINESS
◎	FOUND 1" IRON PIPE
⊘	FOUND 1/2" CAPPED IRON ROD – L.S. #2819
◒	FOUND 1/2" CAPPED IRON ROD –L.S. #4400
○	FOUND 1/2" CAPPED IRON ROD ILLEGIBLE
12	SECTION NUMBER
—//—//—	6' CHAIN LINK FENCE
	COVERED (ROOFED) AREA
	ASPHALT
	CONCRETE

LEGAL DESCRIPTION: (O.R. BOOK 1939, PAGE 882)

SOUTH 82.5 FEET OF THE EAST 660 FEET OF LOT 1, DEED BOOK 477, PAGE 223, LESS DEED BOOK 480, PAGE 656, ROAD RIGHT OF WAY, SECTION 12, TOWNSHIP 2 SOUTH, RANGE 31 WEST.

SURVEYOR'S REPORT:

1. THE SOUTHEAST CORNER OF LOT 1 (ALSO BEING THE SOUTHEAST CORNER OF SECTION 12...), WAS NOT FOUND DUE TO HIGH TRAFFIC VOLUME (CREATING UNSAFE WORKING CONDITIONS) AND THE REPAVING OF FAIRFIELD DRIVE.

THE UNDERSIGNED CLIENT(S) ACKNOWLEDGE RECEIPT AND ACCEPTANCE OF THIS SURVEY:

WILLIAM AMAN

THE PURPOSE OF THIS SURVEY IS FOR TITLE TRANSACTION AND ITS ACCOMPANYING MORTGAGE. THIS MAP IS CERTIFIED AS MEETING THE FLORIDA STANDARDS OF PRACTICE TO THE FOLLOWING AND IS FOR THE BENEFIT OF ONLY THE FOLLOWING LISTED CLIENT(S), AGENT(S) AND COMPANIES:

WILLIAM AMAN
BECK PARTNERS CRE LLC.

NOT VALID WITHOUT THE ORIGINAL BLUE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

CLIENT: AMAN

SOURCE OF INFORMATION:
FIELD EVIDENCE
DEEDS OF RECORD
PLAT RECORDED IN:
PRIOR SURVEYS/DRAWINGS

BEARING BASIS: S03°00'00"W WESTERLY R/W (ASSUMED)

TYPE OF SURVEY: BOUNDARY WITH IMPROVEMENTS

GENERAL NOTES:

1. *Fence locations as drawn are not to scale.*
2. *Jurisdiction (Wetlands) boundary lines not located unless shown on drawing.*
3. *Footings, foundations, or any other subsurface structures were not located unless otherwise noted.*
4. *All bearings and/or angles and distances are Deed and Actual unless otherwise noted: Deed = (D); Description = (DE); Actual Field Measurement = (F); Plat = (P)*
5. *All measurements were made in accordance with United States standards. The accuracy shown meet the standards required in the appropriate land area.*
6. *No Title Search of the Public Records has been performed by this firm and lands shown hereon were not abstracted by this firm for ownership, easements, or right-of-ways. The parcel shown hereon may be subject to setbacks, easements, zoning,and restrictions that may be found in the Public Records of said County.*

EMPIRE LAND SURVEYING, INC.
PROFESSIONAL LAND SURVEYING ◆ SERVING NORTHWEST FLORIDA
8720 N. PALAFOX STREET, PENSACOLA, FLORIDA 32534
PHONE: 850-477-3745--FAX: 850-477-3705
LICENSED BUSINESS #6993, STATE OF FLORIDA

C:\Ken's Survey Drawings(2)\259-16.dwg, 10/18/2016 4:40:06 PM

REVISIONS	FIELD BOOK	DATE
POSSIBLE ENCROACHMENTS: FENCES		

SURVEYORS CERTIFICATE

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN FLORIDA ADMINISTRATION CODE CHAPTER 5J-17.050, 5J-17.051 AND 5J-17.052, PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

OCTOBER 18, 2016 LELAND M. EMPIE, P.S.M.
PROFESSIONAL SURVEYOR AND MAPPER, NO. 5766, STATE OF FLORIDA — DATE

SCALE:	1" = 40'
FIELD DATE:	10/11/16
ORDER NO:	259-16
FIELD BOOK:	177/32

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

INTEROFFICE MEMORANDUM

TO: Andrew Holmer, Development Services Manager
Development Services Department

FROM: Tommy Brown, Transportation Planner
Transportation & Traffic Operations Division

THRU: David Forte, Division Manager
Transportation & Traffic Operations Division

DATE: November 9, 2016

RE: Transportation & Traffic Operations (TTO) Comments

TTO Staff has reviewed the agenda for the upcoming Planning Board meeting scheduled for December 6, 2016. Please see staff comments below:

- Z-2016-12 – No comments at this time

Please note that TTO's review is solely based off the application submittal packet, so the comments above hold no bearing on future TTO comments during the Development Review process.

cc: Horace Jones, Development Services Department Director
Joy Blackmon, P.E., Public Works Department Director
Colby Brown, P.E., Public Works Department Deputy Director

O DONNELL LAWRENCE E &
1 BARRINGTON CT
PENSACOLA, FL 32506

JOHNSTON MARVIN W JR
10 SELBORNE PL
PENSACOLA, FL 32506

JONES JULIE G
1103 VEGA CT
PENSACOLA, FL 32506

PCENVY TECHNOLOGIES LLC
1602 TWIN PINES CIR
CANTONMENT, FL 32533

WILLIAMS ALLIE M
14 USHER CIR
PENSACOLA, FL 32506

ARNOLD ELAINE J
7141 BELGIUM CIR
PENSACOLA, FL 32526

MESS GLENN A & SUSAN J
16 USHER CIR
PENSACOLA, FL 32506

BARTON JOYCE A
17 USHER CIR
PENSACOLA, FL 32506

PALMER RAYMOND P
227 BRAILSFORD RD
SUMMERVILLE, SC 29485

STRADER GREGORY D & KATHY D
3160 BAYOU BLVD
PENSACOLA, FL 32505

MOORER THADDEAS L & TRACIE M
1 USHER CIR
PENSACOLA, FL 32506

BARAHONA WILMER H &
10 USHER CIT
PENSACOLA, FL 32506

GRIFFIN WILLIAM G
1105 VEGA CT
PENSACOLA, FL 32506

DYSON NANCY G LIFE EST
12 USHER CIR
PENSACOLA, FL 32506

REVITALIZE NORTHWEST FLORIDA LLC
7575 LONG MEADOW LN
PENSACOLA, FL 32506

MCGRUDER CASSIE M &
710 BOXWOOD DR
PENSACOLA, FL 32503

PRESLEY MEMORY L PENN
160 N CROW RD
PENSACOLA, FL 32506

PRESLEY JOEL D & SANDRA D
170 N CROW RD
PENSACOLA, FL 32506

MILLS STEVE & ELAINE
195 N CROW RD
PENSACOLA, FL 32506

AHEARN CHRISTOPHER L &
20 SELBORNE PL
PENSACOLA, FL 32506

WILSON J T LIFE EST
10 S CROW RD
PENSACOLA, FL 32506

BASHAM JANINE CHRISTINE
16117 PEBBLE BEACH LN
CHINO HILLS, CA 91709

DACPANO PERFECTO A & CATALINA S
434 S 72ND ST
PENSACOLA, FL 32506

GACUMA LUCILLE D
3913 YOSEMITE WAY
LOS ANGELES, CA 90065

DADAS MARGARET C
15 USHER CIRCLE
PENSACOLA, FL 32506

CARTWRIGHT J LILLIAN
5131 CHOCTAW
PENSACOLA, FL 32507

PERDIDO GRADING AND PAVING LLC
PO BOX 3333
PENSACOLA, FL 32516

WILSON CALEB A & EVA L
18 USHER CIR
PENSACOLA, FL 32506

MCCONNICO ANGIE D
UNIT 15244 BOX 93
APO, AP 96205

MACKEY NORMA L
20 USHER CIR
PENSACOLA, FL 32506

BLACKMON MICHAEL
C/O 604 SILVERSHORE DR
PENSACOLA, FL 32507

THOMAS SYLVIA E
22 USHER CIR
PENSACOLA, FL 32506-6874

URQUHART JOE B &
203 THAYER AVE
PENSACOLA, FL 32507

WILLIAMSON KENT I & DELANA J
30 SELBORNE PL
PENSACOLA, FL 32506

HORN DEAN F & LORENA E
310 N 75TH AVE
PENSACOLA, FL 32506

LOWE SHIRLEY R
4 BARRINGTON CT
PENSACOLA, FL 32506

HEATRICE JOHNATHAN D
400 BELLE CHASE WAY
PENSACOLA, FL 32506

AUDIFFRED ROBIN L &
425 BELLE CHASE WAY
PENSACOLA, FL 32506

SKAGGS MICHAEL D & NANCY D
401 N 77TH AVE
PENSACOLA, FL 32506

HUFSTADER EMILY &
401 N CROW RD
PENSACOLA, FL 32506

HETHINGTON KEITH A
497 N 70TH AVE
PENSACOLA, FL 32506

GALLOPO HOLLY TRUSTEE
PO BOX 3764
PENSACOLA, FL 32516

SWANGO MELISSA MARIE
3 USHER CIR
PENSACOLA, FL 32506

RADFORD CHARLEY A & MELANIE W
315 N CROW RD
PENSACOLA, FL 32506

BLEDSOE RALPH C JR &
312 N 75 TH AVE
PENSACOLA, FL 32506

VALCOUR CHERYL &
4 N CROW RD
PENSACOLA, FL 32506

NEWCOMB BYRON K
612 BAINBRIDGE AVE
PENSACOLA, FL 32507

CONLEY PATRICK D & MARLENE J
400 CHANTERELLE DR
PENSACOLA, FL 32506

RHODES LEAH M
401 BELLE CHASSE WAY
PENSACOLA, FL 32506

AUDIFFRED JOSEPH F II
2458 BONANZA DR
CANTONMENT, FL 32533

BURGHOL MOHAMMAD O
4210 COLDSPRINGS DR
PENSACOLA, FL 32514

CROW ROAD ACQUISITION LLC
1919 BLANDING BLVD
JACKSONVILLE, FL 32210

LIGHT CHARLES P
276 CLARA DR
DALLAS, GA 30132

CAPITAL REAL ESTATE
7700 W FAIRFIELD DR
PENSACOLA, FL 32506

LACEY-KAULEI JOYCE E
1606 W HIGHWAY 90 WEST
BAKER, FL 32531-9304

COLBY DEANNA L
4 USHER CIR
PENSACOLA, FL 32506

ESCAMBIA COUNTY PARK
221 PALAFOX PL STE 420
PENSACOLA, FL 32502

REYNOLDS WINSTON R
400 N 77TH AVE
PENSACOLA, FL 32506

TAYLOR JERRY D JR
401 CHANTERELLE DR
PENSACOLA, FL 32506

AKERLY EDWARD C &
PO BOX 5661
GRAND ISLAND, NE 68802

ELMORE BRIAN &
6520 ARD RD
PENSACOLA, FL 32526

JOSAFAT ORLANDO
405 BELLE CHASSE WAY
PENSACOLA, FL 32506

CARO JOSEPH W III
408 N 75TH AVE
PENSACOLA, FL 32506

INGALLS EDWARD J &
409 N 73RD AVE
PENSACOLA, FL 32506

HILL JERRY L LIFE EST
411 BELLE CHASSE WAY
PENSACOLA, FL 32506

OSTERHOUT CARRIE ELLEN
413 BELLE CHASSE WAY
PENSACOLA, FL 32506

CRAVATT AGNES A
1248 CHISHOLM TRL
PENSACOLA, FL 32514

GLEATON ERIC
102 E NINE MILE RD
PENSACOLA, FL 32534

WILCOX CHRIS
421 BELLE CHASE WAY
PENSACOLA, FL 32506

ROLOPH MITCHEL J
427 BELLE CHASSE WAY
PENSACOLA, FL 32506

KIMBLE RAY D & LINDA P
403 N 77TH AVE
PENSACOLA, FL 32506

QUINONES JEANETTE
405 N 73RD AVE
PENSACOLA, FL 32506

WINGEART LEAH NICOLE
1977 VIA FIRENZE
HENDERSON, NV 89044-0256

JOYCE ERMELINDA P
410 CHANTERELLE DR
PENSACOLA, FL 32506

RUSSELL RICHARD J
411 CHANTERELLE DR
PENSACOLA, FL 32506

ESCAROSA PROPERTY MANAGEMENT LLC
7857 SIESTA COVE
MILTON, FL 32583

PFEIFFER JEFFERY N & ANGELA N
416 N 75TH AVE
PENSACOLA, FL 32506

CROSSLEY CALVIN J LIFE EST &
419 BELLE CHASSE WAY
PENSACOLA, FL 32506

BOOHER JOSEPH Y & VADA V
421 CHANTERELLE DR
PENSACOLA, FL 32506

KELLER GEORGE R
429 BELLE CHASSE WAY
PENSACOLA, FL 32506

STEGMAN DONALD J & REBECCA K
404 BELLE CHASSE WAY
PENSACOLA, FL 32506

LE THANH V &
406 BELLE CHASE WAY
PENSACOLA, FL 32506

STOOS STANLEY V & ROSARIO P
409 BELLE CHASSE WAY
PENSACOLA, FL 32506

MICKELSON PAUL E
410 N 75TH AVE
PENSACOLA, FL 32506-5005

LUXOR WORLDWIDE LLC
449 NEWTON PL NW
WASHINGTON, DC 20010

RUGGLES RAYMOND L &
415 BELLE CHASSE WAY
PENSACOLA, FL 32506

WHETSEL GARY H &
6100 JESSIE HARBOR DR
OSPREY, FL 34229

GLASS AUBREY
611 LONG COVE DR
LAKE IN THE HILLS, IL 60156

WANTJE WILLIAM L & ROLAINE L
423 BELLE CHASSE WAY
PENSACOLA, FL 32506

THOMPSON CHARLES L
430 BELLE CHASSE WAY
PENSACOLA, FL 32506

MANN CHARLES W &
431 BELLE CHASSE WAY
PENSACOLA, FL 32506

FARRIS MARILYN ELIZABETH
431 CHANTERELLE DR
PENSACOLA, FL 32506

BRILL LINDA A
432 BELLE CHASSE CT
PENSACOLA, FL 32506

LOWE WENDALL C &
434 BELLE CHASSE CT
PENSACOLA, FL 32506

HANSON WADE C
PSC 836 BOX 446
FPO, AE 9636

HANNAH STEVEN D & LINDA M
436 BELLE CHASSE CT
PENSACOLA, FL 32506

BROWN VERONICA L
438 BELLE CHASE CT
PENSACOLA, FL 32506

MORGAN ROBERT L
415 KETTERING DR
UPR MARLBORO, MD 20774

JACKSON FREDDIE L
PSC 251 BOX 144
APO, AP 96542

DWELLE ROBIN K & JACKIE P
444 BELLE CHASSE DR
PENSACOLA, FL 32506

MARTIN JAMES R JR & YVONNE D
445 BELLE CHASSE DR
PENSACOLA, FL 32506

RICE STEPHEN D TRUSTEE FOR
2217 COLUMBIA DR
HUNTSVILLE, AL 35803

HUDSON KEITH L II
476 N 77TH AVE
PENSACOLA, FL 32506

MOORE MELVIN D LIFE EST 1/3 INT &
478 N 77TH AVE
PENSACOLA, FL 32506

STANDLEY MICHAEL D
480 N 77TH AVE
PENSACOLA, FL 32506

KENDRICK DON W & TANNA L
481 N 77TH AVE
PENSACOLA, FL 32506

PIPPIN JERRY R JR & PATTY
482 NORTH 77TH AVE
PENSACOLA, FL 32506

GROSSE RAMONA EDGE LIFE EST
483 N 77TH AVE
PENSACOLA, FL 32506

GEIST RICHARD A JR 2/10 INT
484 N 77TH AVE
PENSACOLA, FL 32506

KLENCK ROBERT J &
5169 CHOCTAW AVE
PENSACOLA, FL 32506

GALANIDES PINA V OLSON
486 N 77TH AVE
PENSACOLA, FL 32506

MISHOE LISA R
487 N 77TH AVE
PENSACOLA, FL 32506

STUTHERS CHRISTOPHER J & KIM S
488 N 77TH AVE
PENSACOLA, FL 32506

MALONE HARRY M
489 N 77TH AVE
PENSACOLA, FL 32506

LOLLAR WILLIAM DENNIS
490 77TH AVE
PENSACOLA, FL 32506

BOLDEN ADRIAN O
5 USHER CIR
PENSACOLA, FL 32506

SPATZ FRANK A & EULETTA
12699 OSBORNE RD
ATCHISON, KS 66002

CAYA RALPH A
522 CHANTERELLE DR
PENSACOLA, FL 32506

ADVANCED REALTY CONCEPTS INC
5607 BALLYBUNION DR
PACE, FL 32571

TURNER MEKA &
13161 LILLIAN HWY
PENSACOLA, FL 32506

FERGUSON LYNDEN R & SHERRI B
3467 STANLEY RD
BREWTON, AL 36426

EVANS GEORGE R & TINA ANN
501 N 77TH AVE
PENSACOLA, FL 32506

KIJULA AMY C
503 N 77TH AVE
PENSACOLA, FL 32506

KING MORGAN C & JENNIFER S
222 EAST AVE
PENSACOLA, FL 32508-5106

MOORE RONNIE &
507 N 77TH AVE
PENSACOLA, FL 32506

DAVIS WILLIAM H
153 LOUISE AVE
WEWAHITCHKA, FL 32465

ROGGEVEEN PHILIP
8455 DUDLEY AVE
PENSACOLA, FL 32534

ABUNDO DANTE M &
516 CHANTERELLE CT
PENSACOLA, FL 32506

KINDERMAN LONNIE L & HAE S
519 LI FAIR PL
PENSACOLA, FL 32506-4357

CAYA RALPH A & EILEEN M
522 CHANTERELLE DR
PENSACOLA, FL 32506

FOUNTAIN KIMBERLY
500 CHANTERELLE DR
PENSACOLA, FL 32506

LASH MARY
502 N 77TH AVE
PENSACOLA, FL 32506

HEADEN LLEWELLYN W
504 CHANTERELLE DR
PENSACOLA, FL 32506

ALLEN CASSANDRA
1071 IRONFORGE RD
CANTONMENT, FL 32533

BENNETT DONALD S & BRENDA J
508 CHANTERELLE DR
PENSACOLA, FL 32506

CHANEY BRIAN & DONNA
511 CHANTERELLE DR
PENSACOLA, FL 32506

DYKES JAMES L & PHOEBE A
513 LI FAIR PL
PENSACOLA, FL 32506

ZANGAS LEWIS E &
517 CHANTERELLE DR
PENSACOLA, FL 32506

MARTIN ANGELA
529 N 73RD AVE
PENSACOLA, FL 32506

WILLIAMS KENNETH J
524 LI FAIR PL
PENSACOLA, FL 32506

COMPTON RICHARD &
10419 TULIP FIELD WAY
RIVERVIEW, FL 33578

OSWALD ROSAMOND L
503 LI FAIR PL
PENSACOLA, FL 32506

BROSKY RICHARD P &
505 N 77TH AVE
PENSACOLA, FL 32506

BECHTEL KIMBERLY MARIE
507 LI-FAIR PL
PENSACOLA, FL 32506

CREEDEN WILLIAM E LIFE EST &
51 N CROW RD
PENSACOLA, FL 32506

MCDONALD CAROL K
512 CHANTERELLE CT
PENSACOLA, FL 32506

SCHMOLDT MARTIN B JR
514 CHANTERELLE CT
PENSACOLA, FL 32506

BROWER CARL L
518 CHANTERELLE CT
PENSACOLA, FL 32506

HICKS JERRY L & SHEILA B
521 CHANTERELLE DR
PENSACOLA, FL 32506

SALMON ENOCH JR TRUSTEE FOR
525 CHANTERELL DR
PENSACOLA, FL 32506

RALLI WILLIAM E & KATHY K
527 LI FAIR PL
PENSACOLA, FL 32506

DORSEY GLENN
429 SOUTH NAVY BLVD
PENSACOLA, FL 32507

SMOTHERS STEVEN E & CHERYL P
535 LI FAIR PL
PENSACOLA, FL 32506

TRAN ELVIS &
291 TREE SWALLOW DR
PENSACOLA, FL 32503

CICERO JAMES &
1738 BEACHSIDE DR
PENSACOLA, FL 32506

DACPANO PERFECTO A &
434 S 72ND AVE
PENSACOLA, FL 32506-5617

BOUSQUET FREDERICK E &
4520 MARTHA AVE
PENSACOLA, FL 32506

HELTON RAYMAN
600 CARONDELAY DR
PENSACOLA, FL 32506

600 NORTH FAIRFIELD LLC
5230 PALEMOON DR
PENSACOLA, FL 32507

NHDC FAIRFIELD VILLAGE APARTMENTS INC
9421 HAVEN AVE
RANCHO CUCAMONGA, CA 91730

CANNON LORETTA F
528 LI FAIR PL
PENSACOLA, FL 32506

ROWLAND ROBERT F
531 LI FAIR PL
PENSACOLA, FL 32506

JONES KENNETH SHEPPARD
9454 KAINUI DRIVE
PENSACOLA, FL 32526

STONE DONNIE D
1074 HARBOR LN
GULF BREEZE, FL 32563

HOLLADAY JANICE S
595 CROW RD
PENSACOLA, FL 32506

CARPENTER MARSHALL O JR
2120 DOG TRACK RD
PENSACOLA, FL 32506

SUAREZ JONATHAN G
6 USHER CIRCLE
PENSACOLA, FL 32506

RUSSELL JUANITA L
600 N 78TH AVE
PENSACOLA, FL 32506

JAMPETRO KENNETH D
601 CARONDELAY DR
PENSACOLA, FL 32506

LYNN CHARLES
601 STAFFORD LN
PENSACOLA, FL 32506

BELL JEDIDIAH D
2541 CROSS MORE ST
VALRICO, FL 33594-4640

GELINAS RICHARD A
532 LI FAIR PL
PENSACOLA, FL 32506

TAN SUSAN J
536 LI FAIR PL
PENSACOLA, FL 32506

MADEN LAURA KATHLEEN
591 CROW RD
PENSACOLA, FL 32506

KNOWLEDGE AND FUN LEARNING CENTER LLC
596 N FAIRFIELD DR
PENSACOLA, FL 32506

SUNSHINE INVESTMENTS OF THE
PO BOX 10821
PENSACOLA, FL 32524

EDLER NATHANIEL E
4982 PRIETO DR
PENSACOLA, FL 32506

SHELTON STEPHEN A
4775 TAMI LN
PENSACOLA, FL 32526

CHRISTIANSEN DAVID L & SONIA D
601 N 78TH AVE
PENSACOLA, FL 32506

THORNTON ZACHARIAH A
602 N 75TH AVE
PENSACOLA, FL 32506

THORTON PATRICK ZALE
602 N 79TH AVE
PENSACOLA, FL 32506

KING ERIC C &
9329 GULF BEACH HWY
PENSACOLA, FL 32507

MERRITT WILLIE RICKY
603 STAFFORD LN
PENSACOLA, FL 32506

WARD JENNIFER
604 N 78TH AVE
PENSACOLA, FL 32506

GONZALEZ MARTIN R
605 NORTH 75TH AVE
PENSACOLA, FL 32506

FINCH CHARLIE C & IDA
605 STAFFORD LN
PENSACOLA, FL 32506

THORNTON ZALE C
P O BOX 3744
PENSACOLA, FL 32516

JABLONSKI RENATE M TRUSTEE
508 DECATUR AVE
PENSACOLA, FL 32507

SANDERS STEVEN E &
609 CARONDELAY DR
PENSACOLA, FL 32506

KAIB VENERANDA
610 N 78TH AVE
PENSACOLA, FL 32506

WISE DANA R
603 N 74TH AVE
PENSACOLA, FL 32506

SUN HONGRUI
700 COLLEGE BLUE #F103
PENSACOLA, FL 32504

JOHNSON DANIEL E
4797 MALLARD CREEK
PENSACOLA, FL 32526

CUPP LEWIS W & KATHERINE E
604 N 79TH AVE
PENSACOLA, FL 32506

MCCRELESS RONALD H &
605 N 78TH AVE
PENSACOLA, FL 32506

SKILBECK MICHELLE
606 N 75TH AVE
PENSACOLA, FL 32506

DACUMA ARTURO C &
606 N 80TH AVE
PENSACOLA, FL 32506

WEBB STEPHANIE ANN LIFE EST
608 N 79TH AVE
PENSACOLA, FL 32506

BROWN ALICE J
609 N 77TH AVE
PENSACOLA, FL 32506

ROGERS BUDDY F & SANDRA J
610 N 79TH AVE
PENSACOLA, FL 32506

WEIS JOSEPH M
603 N 77TH AVE
PENSACOLA, FL 32506

APPERSON STEVEN W & CYNTHIA A
603 CROW RD
PENSACOLA, FL 32506

WARD JAMES S & SARA M
604 NORTH 77TH AVE
PENSACOLA, FL 32506

DOYLE CARON L
605 CARONDELAY DR
PENSACOLA, FL 32506

CALANSANAN ILUMINADA C
605 N 80TH AVE
PENSACOLA, FL 32506

SANDERS JAMES T JR TRUSTEE FOR
1010 WILLOWBRANCH DR
SIMPSONVILLE, SC 29680

WILSON RALPH &
2228 ANGLE RD
CANTONMENT, FL 32533

DIOSO FLORENCIO & LILLIA A
10405 AILERON AVE
PENSACOLA, FL 32506

GREGORY GROVER F JR & BEULAH M LIFE EST &
609 N 78TH AVE
PENSACOLA, FL 32506-4421

EMMAS PROPERTIES LLC
406 LA RUA LANDING
PENSACOLA, FL 32501

SAVAGE ERIC
UNIT 100197 BOX 5907
FPO, AP 96616

WEEKS LOIS
613 CARONDELAY DR
PENSACOLA, FL 32506

BROWN BRENDA S
616 CARONDELAY DR
PENSACOLA, FL 32506

BREWER LAURIE E
PO BOX 36406
PENSACOLA, FL 32516-6406

GENTRY ALAN
604 SILVERSHORE DR
PENSACOLA, FL 32507

CISSNA JOHNATHAN & REBECCA L
621 N 77TH AVE
PENSACOLA, FL 32506

HOFF BEN S IV
7803 DARTMOOR DR
PENSACOLA, FL 32514

SCLEASE JOSEPH
3472 MAIKAI DR
PENSACOLA, FL 32526

MORGAN BRUCE L
628 CARONDELAY DR
PENSACOLA, FL 32506

LUCKIE URIEL R &
629 N 74TH AVE
PENSACOLA, FL 32506

HARDY DAVID L
612 CARONDELAY DR
PENSACOLA, FL 32506

WILSON ROBBIE J
615 N 77TH AVE
PENSACOLA, FL 32506

ABAD FRANCISCO R
345 BUNKER HILL RD
PENSACOLA, FL 32506

MERRITT ELIZABETH S
619 N 74TH AVE
PENSACOLA, FL 32506

FISHER WILLIAM E &
38 S BLUE ANGEL PKWY# 212
PENSACOLA, FL 32506

SMITH JACOB O JR & CONNIE D
621 N 79TH AVE
PENSACOLA, FL 32506

FLINTROY LARRY D &
624 CARONDELAY DR
PENSACOLA, FL 32506

THOMAS ROGER & CAROLYN
PO BOX 3748
PENSACOLA, FL 32516

REGISTER SUSAN L
342 MORGAN LN
MARY ESTHER, FL 32569

SIMS KATHY L
632 CARONDELAY DR
PENSACOLA, FL 32506

RUFF CHAD B & DONNA R
2556 BOTTOMRIDGE DR
ORANGE PARK, FL 32065

PEPPER JOHN E &
313 PETHERTON PL
PENSACOLA, FL 32506

LAKE DORIS A
617 CARONDELAY DR
PENSACOLA, FL 32506

ZAYAS FREDDIE &
620 CARONDELAY DR
PENSACOLA, FL 32506

WOOD GLENDA GAYL
621 N 74TH AVE
PENSACOLA, FL 32506

MILLS LASANDRA ANN
622 N FAIRFIELD DR
PENSACOLA, FL 32506

ROUSH WILLIAM E &
624 N 80TH AVE
PENSACOLA, FL 32506

MURPH DOLLY G
627 N 74TH AVE
PENSACOLA, FL 32506

KRUSE RONALD A & CAROL J
629 CARONDELAY DR
PENSACOLA, FL 32506

FRAZIER TIM
8050 S AIRPORT RD
MILTON, FL 32583

ALLERHEILIGEN MICHAEL P
635 N 74TH AVE
PENSACOLA, FL 32506

ST JOHN JEFFREY L
10918 OAK VALLEY DR
PENSACOLA, FL 32506

MASAITIS JERRY L
649 N 80TH AVE
PENSACOLA, FL 32507

COOK JONATHAN
4678 BERYL AVE
PENSACOLA, FL 32526

JOHNSON FELIPA B &
688 N 80TH AVE
PENSACOLA, FL 32506

WILLIAMS C H JR
4112 LILLIAN HWY
PENSACOLA, FL 32506

COLES KIM S
700 N FAIRFIELD DR
PENSACOLA, FL 32506

MARKS ALEXANDER
419 CITATION DR
CANTONMENT, FL 32533

PURVIS DONNA RAE
702 N 79TH AVE
PENSACOLA, FL 32506

DOUGLAS CLAUDIA O
703 N 74TH AVE
PENSACOLA, FL 32506

MCSWAIN CHARLES &
7608 WOODS LN
PENSACOLA, FL 32526

PRESLEY JENNIE R SIMMONS
640 N 77TH AVE
PENSACOLA, FL 32506

VAZQUEZ NANETTE M
659 N 79TH AVE
PENSACOLA, FL 32506

ISAAC ELISHA JR & OLGA J
685 N 79TH AVE
PENSACOLA, FL 32506

SMITH SHAWN MICHAEL
1333 COLLEGE PKWY #129
GULF BREEZE, FL 32563

CHILDERS VINCE &
7396 ESTHER ST
PENSACOLA, FL 32506

DEAN LARRY M & PATRICIA G
333 PETHERTON PL
PENSACOLA, FL 32506

WARREN WILLIAM J JR &
702 N 75TH AVE
PENSACOLA, FL 32506

STAFFIERI ANTHONY J & CATHERINE M
212 CHLOE CT
DOTHAN, AL 36303

MERRITT HOLLIE H & CAROLYN
703 N 75TH AVE
PENSACOLA, FL 32506

ROBERTS TAMARA L
637 CARONDELAY DR
PENSACOLA, FL 32506

PARKER DAVID H & DEBORAH L
648 N 80TH AVE
PENSACOLA, FL 32506

BROWN JEFFREY C & CATHY R
8800 PINE FOREST RD APT 4305
PENSACOLA, FL 32534-5321

OFFENBURGER CHRISTOPHER M &
PO BOX 3443
PENSACOLA, FL 32516

LISCOE PROPERTIES LLC
2901 N 20TH AVE
PENSACOLA, FL 32503

SONIER ALLEN E III &
6174 CHESTER DR
PENSACOLA, FL 32526

KELLY JOHNNY A & DEBRA LYNN
206 AUSBORN LN
ABERDEEN, MS 39730

DASHIELL SCOTT F & DEBORAH E
702 N 77TH AVE
PENSACOLA, FL 32506

ATKINSON ARCH H JR
703 CARONDELAY DR
PENSACOLA, FL 32506

EVERS STEVEN P
7729 CAYENNE WAY
GULF BREEZE, FL 32562

BUCKLEY MICHAEL F
703 N 80TH AVE
PENSACOLA, FL 32506

DUNBAR SCOTT D & LEIGH A
704 N 79TH AVE
PENSACOLA, FL 32506

WIGGINS JOSEF ROSS &
705 N 75TH AVE
PENSACOLA, FL 32506

BERNARDO THOMAS & DOLORES
706 N 79TH AVE
PENSACOLA, FL 32506

MCKINNON DENIS A &
707 N 74TH AVE
PENSACOLA, FL 32506

LASANTA LUIS
708 N 78TH AVE
PENSACOLA, FL 32506

BENNETT PATRICIA
709 N 77TH AVE
PENSACOLA, FL 32506

SCOTT RUSSELL A & REBECCA D
710 N 75TH AVE
PENSACOLA, FL 32506

BERRIAN ALTON D & ELEANORA J
711 CARONDELAY DR
PENSACOLA, FL 32506

QUIROS MARCEL DE LA CRUZ
40027 NOTTINGHILL RD
MURRIETA, CA 92563

FUQUA CLAYTON JR
704 NORTH 75TH AVENUE
PENSACOLA, FL 32506-4478

ARLEO BRUNO
704 N 80TH AVE
PENSACOLA, FL 32506

ROBBIRDS MICHAEL P
706 CARONDELAY DR
PENSACOLA, FL 32506

BERRY TAKIA L
6880 W FAIRFIELD DR APT 47
PENSACOLA, FL 32506-3323

ROYCRAFT JOSEPH C
707 N 78TH AVE
PENSACOLA, FL 32506

CINDERELLA EQUITIES LLC
PO BOX 1851
BRENTWOOD, TN 37024

ATKINS FELEZ M
709 N 78TH AVE
PENSACOLA, FL 32506

ABRAMS MARY ANN
712 N 75TH AVE
PENSACOLA, FL 32506

FRYE MICHAEL E SR &
711 N 75TH AVE
PENSACOLA, FL 32506

WESTSIDE ANIMAL HOSPITAL OF
711 N FAIRFIELD DR
PENSACOLA, FL 32506

HOLBROOK COLETTE R
209 HIBISCUS AVE
GULF BREEZE, FL 32561

LAUER WILLIAM
1215 S KIHEI RD O-123
KIHEI, HI 96753

FAYARD MARK J &
706 N 75TH AVE
PENSACOLA, FL 32506

COLE LINDA F
707 CARONDELAY DR
PENSACOLA, FL 32506

GP MANAGEMENT GROUP LLC
103 CYPRESS POINT E
PENSACOLA, FL 32514

LYUBLANOVITS MELISSA
708 N FAIRFIELD DR
PENSACOLA, FL 32506

AVERILL MARGARET A
710 CARONDELAY DR
PENSACOLA, FL 32506

WILSON SHANNON M
710 N 79TH AVE
PENSACOLA, FL 32506

BENNETT IRA H & BETTY LOU
711 N 78TH AVE
PENSACOLA, FL 32506

PRIME LYNDA
711 STAFFORD LN
PENSACOLA, FL 32506

HIGDON KENNETH HOMES INC
PO BOX 3483
PENSACOLA, FL 32516

MORSE DANIEL A
7115 BELSFIELD RD
MEMPHIS, TN 38119

MCWILLIAMS JOHN V JR
715 CARONDELAY DR
PENSACOLA, FL 32506

HATTAWAY WILLIAM E 1/5 INT
13010 HARTUNG AVE
PENSACOLA, FL 32506

MARTIN ARTHUR E
5552 CHARBAR DR
PENSACOLA, FL 32506

GARCIA KIRSTEN JORDAN OGDEN
419 N 72ND AVE
PENSACOLA, FL 32506

RODRIGUES MAGUELI
718 NORTH 79TH AVE
PENSACOLA, FL 32506

HAND ROBERT H &
720 N 77TH AVE
PENSACOLA, FL 32506

WOODBURN PATRICIA H TRUSTEE FOR
322 FLORIDA AVE
GULF BREEZE, FL 32561

FEDERAL NATIONAL MORTGAGE ASSOCIATION
8950 CYPRESS WATERS BLVD
COPPELL, TX 75019

DAWSON HARRY W & TOMASA M
8170 IMPERIAL DR
PENSACOLA, FL 32506

DORMAN DAVID BYRON
714 CARONDELAY DR
PENSACOLA, FL 32506

STEWARD HENRY J & PEGGY LOU
3288 NIGHTHAWK LN
PENSACOLA, FL 32506

JENKINS CHERYL &
715 STAFFORD LN
PENSACOLA, FL 32506

HOLLOMAN WINNIE A
717 N 78TH AVE
PENSACOLA, FL 32506

JONES WILLIAM L & RAMONA G
718 N 75TH AVE
PENSACOLA, FL 32506

BREWER HENRY E III
719 N 78TH AVE
PENSACOLA, FL 32506

STOCKDALE BENJAMIN D
720 N 78TH AVE
PENSACOLA, FL 32506

TRIMBLE ANTHONY G & SHELIA C
721 N 77TH AVE
PENSACOLA, FL 32506

NEBEL MATTHEW H
2341 TOBIE DEAN
CANTONMENT, FL 32533

BRUNELLE ANNELL TRUSTEE FOR
712 N 80TH AVE
PENSACOLA, FL 32506

SAFFORD ROBERT H & SHIRLEY E
714 N 79TH AVE
PENSACOLA, FL 32506

BISHOP ERMA J
715 N 78TH AVE
PENSACOLA, FL 32506

PENSACOLA APARTMENT GROUP LLC
2430 W 103RD ST
LEAWOOD, KS 66206

THARP ALTON D & PATRICIA V
4900 COUNTY RD 385
SAN ANTONIO, TX 78253

ETHERIDGE HARRY R & ANN V
718 N 77TH AVE
PENSACOLA, FL 32506

LOGSDON KIMBERLY A
6511 MARSOL RD # 227
CLEVELAND, OH 44124

GILMAN JOHN E
6930 N PINE BARREN RD
CENTURY, FL 32535

BELOVOL SERGEY
606 BENTON LN
MORRISVILLE, PA 19067

JACKSON DAVID K II & REBECCA H
722 N FAIRFIELD DR
PENSACOLA, FL 32506

PRETTY RENEE K
723 CARONDELAY DR
PENSACOLA, FL 32506

HARE IVAN K & CAROL L
724 N FAIRFIELD DR
PENSACOLA, FL 32506

BOWERS GARY C
726 N 78TH AVE
PENSACOLA, FL 32506

JACKSON LARRY V
727 N 80TH AVE
PENSACOLA, FL 32506

KERSEY BOBBY F & JEAN B
729 N 79TH AVE
PENSACOLA, FL 32506

FENDLEY HARLAN KEITH
7310 W JACKSON ST
PENSACOLA, FL 32506

BARTLETT THERESA A EST OF
14150 CANAL DR
PENSACOLA, FL 32507

CAMPBELL ROBERT E &
734 N FAIRFIELD DR
PENSACOLA, FL 32506

DANZIE ROSARIO A
4509 SILVER OAKS ST
PENSACOLA, FL 32505

WATSON FUMI
PO BOX 3758
PENSACOLA, FL 32516

BOSWELL JACKIE ALLEN
723 STAFFORD LN
PENSACOLA, FL 32506

FORTNER JESSE J
725 N 75TH AVE
PENSACOLA, FL 32506

CHRISTIAN JAMAL C
726 N FAIRFIELD DR
PENSACOLA, FL 32506

RIVERA JOSE S
728 N 80TH AVE
PENSACOLA, FL 32506

SCRIBER RICKITA E
4803 RODGERS DR
CLINTON, MD 20735

BROWN TERESA A
7313 W JACKSON ST
PENSACOLA, FL 32506

DUERKSEN BONNIE L
733 N 79TH AVE
PENSACOLA, FL 32506

BROWN RORY R SR &
735 N 80TH AVE
PENSACOLA, FL 32506

TRENT JAMES R SR &
5856 ARCH AVE
PENSACOLA, FL 32526

THREET BRIAN M
5701 REDWOOD DR
MILTON, FL 32570

BARNHART DAVID L
9337 PLUMERIA PL
PENSACOLA, FL 32526

BOSWELL ANGELA S
726 CARONDELAY DR
PENSACOLA, FL 32506

MULDOON KIMBERLY &
727 N 77TH AVE
PENSACOLA, FL 32506

LEIB WILLIAM D &
16317 NORTH SHORE DR
PENSACOLA, FL 32507

FRIED STEVE &
6828 LAKE JOANNE DR
PENSACOLA, FL 32506

ESKEW WILLIAM J & ROSETTA
732 N 78TH AVE
PENSACOLA, FL 32506

RUTHVEN JIMMY E JR
1648 COUNTRY CHARM LN W
JACKSONVILLE, FL 32225

PENSACOLA MOVING & STORAGE LLC
4321 NORTH W ST
PENSACOLA, FL 32505

WESTERN HOUSES LTD
8396 TABAID PL
PENSACOLA, FL 32526

MCKINNON VAN
7401 LILLIAN HWY
PENSACOLA, FL 32506

DEUTSCHE BANK NATIONAL TRUST COMPAY TRUSTEE FOR
1615 S CONGRESS AVE STE 200
DELRAY BEACH, FL 33445

OWENS WILLIAM T & MARJORIE
7419 LILLIAN HWY
PENSACOLA, FL 32506

MOORE THOMAS G &
420 N 75TH AVE
PENSACOLA, FL 32506

PENDLETON ROGER K 50% INT
9158 DAYTONA DR
PENSACOLA, FL 32506

VASS JEREMY W
750 N 80TH AVE
PENSACOLA, FL 32506

MYERS TERRY J & VIRGINIA F
4791 MARTHA AVE
PENSACOLA, FL 32506

WHITESELL STEVEN R
850 CORNELL AVE
PENSACOLA, FL 32514

WEISE HAROLD R &
501 BOBWHITE DR
PENSACOLA, FL 32514

VANDER CATHERINE J
761 N 79TH AVE
PENSACOLA, FL 32506

SWALLEY DONALD L & LOUISE M
7617 LILLIAN HWY
PENSACOLA, FL 32506

TIDWELL CHARLES R
26650 BAY CIR
ORANGE BEACH, AL 36561

SHULL MARK L
810 BAYCLIFFS RD
GULF BREEZE, FL 32561-4157

CLARK PHYLLIS I
744 N 80TH AVE
PENSACOLA, FL 32506

PIERCE WAYNE H
746 N FAIRFIELD DR
PENSACOLA, FL 32506

PITSINOS ATHANASIOS
106 TOMAHAWAK DR
HARVEST, AL 35749

VAUGHN THOMAS R
7503 W JACKSON ST
PENSACOLA, FL 32506

JOHNSON NEHEMIAH & MARTHA
7507 W JACKSON ST
PENSACOLA, FL 32506

JORDAN JOHN A
7600 W JACKSON ST
PENSACOLA, FL 32506

SUGARLOAF VII LLC
2915 E BASELINE RD # 109
GILBERT, AZ 85234

HAWTHORNE ROGER M &
762 N 80TH AVE
PENSACOLA, FL 32506

BUCK LAWRENCE M & ALYSON A
7412 W JACKSON ST
PENSACOLA, FL 32506

BURNS ROBERT B &
7420 W JACKSON ST
PENSACOLA, FL 32506

RAINBOW SEA LLC
PO BOX 694
GULF BREEZE, FL 32562

BISH EUGENE C
747 N 80TH AVE
PENSACOLA, FL 32506

WILSON MERRILL H & WILSON
7986 CAYENNE WAY
PENSACOLA, FL 32526

IWATA DANIEL M TRUSTEE
P O Box 4041
PENSACOLA, FL 32507

KANZIGG ORIN W & PEGGY A
7520 W JACKSON ST
PENSACOLA, FL 32506

MEDRANO REYNA I
1355 WEST 44TH PL APT # 112
HIALEAH, FL 33012

KIM TAM MINH &
7615 LILLIAN HWY
PENSACOLA, FL 32506

LANDMARK MISSIONARY BAPTIST OF PENSACOLA INC
7622 LILLIAN HWY
PENSACOLA, FL 32506

WARD BRIAN T & CRYSTAL D
763 N 79TH AVE
PENSACOLA, FL 32506

MALONES TRUCKING INC
PO BOX 3383
PENSACOLA, FL 32516

MYRTLE GROVE CHURCH OF CHRIST
PO BOX 3415
PENSACOLA, FL 32516-3415

WANG HAI FENG
1253 MAZUREK BLVD
PENSACOLA, FL 32514

JACKSON LANDING PROPERTIES LLC
857 BROWNSWITCH RD #322
SLIDELL, LA 70458

DUMOND TREVOR
525 S BIRDNECK RD # 51
VIRGINIA BEACH, VA 23451-5870

SASNETT JAMES A
7709 W JACKSON ST
PENSACOLA, FL 32506

WARD LAFAYETTE & MINNIE D
7725 W JACKSON ST
PENSACOLA, FL 32506

KWIATKOWSKI TYTUS G
7737 W JACKSON ST
PENSACOLA, FL 32506

AUSTIN MICHAEL &
7816 LILLIAN HWY
PENSACOLA, FL 32506

ELLIS JAMES E & RACHEL
6827 KITTY HAWK CIR
PENSACOLA, FL 32506

EMERALD COAST UTILITIES AUTHORITY
PO BOX 15311
PENSACOLA, FL 32514

BLACKWELDER BARBARA A
7700 W GADSDEN ST
PENSACOLA, FL 32506

BENNETT BETTY
711 NORTH 78TH AVE
PENSACOLA, FL 32506

ALLEN CHRISTINE
7704 W JACKSON ST
PENSACOLA, FL 32506

LOWERY RELAN M
7706 W GADSDEN ST
PENSACOLA, FL 32506

DUQUETTE PAUL M &
7713 W JACKSON ST
PENSACOLA, FL 32506

EVERS WAYNE K &
1255 PLATA CANADA DR
CANTONMENT, FL 32533

PAGE HAROLD F III &
5133 GRUMANN S
PENSACOLA, FL 32507

AUSTIN JOHN C LIFE EST
7800 LILLIAN HWY
PENSACOLA, FL 32506

GILMORE JANIE B
7665 W JACKSON ST
PENSACOLA, FL 32506

PETERSON ANNE B TRUSTEE
4711 CRARY RD
CENTURY, FL 32535

BLACKWELDER GILBERT C &
7701 W GADSDEN ST
PENSACOLA, FL 32506

MYERS JEROME
4600 MOBILE HWY STE 9PMB 186
PENSACOLA, FL 32506

TDF PROPERTIES LLC
PO BOX 17432
PENSACOLA, FL 32522

STEWART JEREMY
10839 LILLIAN HWY
PENSACOLA, FL 32506

HHTPI LLC
8711 MONROE CT STE A
RANCHO CUCAMONGA, CA 91730

PREVOU DANNY
7733 W JACKSON ST
PENSACOLA, FL 32506

BRADY CARL E
825 N 77TH AVE
PENSACOLA, FL 32506

DAVIS JAMES E
1515 HOGONSVILLE RD APT 2248
LAGRANGE, GA 30241

FURLOW JAMES S & BARBARA A
7820 LILLIAN HWY
PENSACOLA, FL 32506

ARMSTRONG LISA L
785 N 79TH AVE
PENSACOLA, FL 32506

DUNN ANDREA NICOLE
323 E ROMANA ST
PENSACOLA, FL 32502

LIBERTY OAKS PROPERTIES LLC
94 E GARDEN ST
PENSACOLA, FL 32502

ARMULLAS LUDIGARIA D
504 N 70TH AVE
PENSACOLA, FL 32506

NEWTON MILES K JR & LINDA J
211 SYRCLE DR NW
PENSACOLA, FL 32507

LARNEY CHONG
7021 RABURN RD
PENSACOLA, FL 32526

ISHMAEL TERRANCE I
810 ESCONDITAS PL
PENSACOLA, FL 32506

NGUYEN SCOTTY V &
1005 BLACK WALNUT TRL
PENSACOLA, FL 32514

JANSSEN BRUCE E
7895 HESTIA PL
PENSACOLA, FL 32506

BENNETT JOHN S & CAREY L
783 N 80TH AVE
PENSACOLA, FL 32506

ZABROSKE TARA LEIGH
1800 N YATES AVE
PENSACOLA, FL 32503-5739

GRIFFIS DONALD R SR &
8660 BEULAH RD
PENSACOLA, FL 32526

TNT PROPERTIES LLC
5593 STEWART ST
MILTON, FL 32570

SCOTT MARTHA RUTH
802 N 75TH AVE
PENSACOLA, FL 32506

JOWERS JAMES M
805 ESCONDITAS PL
PENSACOLA, FL 32506

ISHMAEL TERRENCE I
1116 NORTH G ST
PENSACOLA, FL 32501

SCANLAN MARK
3241 COPPER RIDGE CIR
CANTONMENT, FL 32533

GOBI LLC
300 W GLENOAKS BLVDSTE 200
GLENDALE, CA 91202

GRAY RICHARD L & BETTY J
8102 SHEFFIELD PL
PENSACOLA, FL 32506

BURTON KENDALL &
416 BAY OAKS DR
PENSACOLA, FL 32506

HENDERSON DENNIS W
404 SUNSET AVE WEST
PENSACOLA, FL 32507

MOORER RUBY P
610 BECK AVE
PENSACOLA, FL 32505

GUNN GLENN
7171 N 9TH AVE UNIT C7
PENSACOLA, FL 32504

8022 LILLIAN HWY LLC
PO BOX 70
DOUGLASVILLE, GA 30133

ROBINSON PAUL G & SUSAN J
PO BOX 742
PEWEE VALLEY, KY 40056

LOGAN JOSH
808 ESCONDITAS PL
PENSACOLA, FL 32506

WRIGHT GUSSIE E
8100 IMPERIAL CT
PENSACOLA, FL 32506

COLBY RUSSELL & MISTY
8101 LI FAIR DR
PENSACOLA, FL 32506

FISK JEREMY S &
8103 SHEFFIELD PL
PENSACOLA, FL 32506

VINES RANDALL & AIDA R
8104 IMPERIAL DR
PENSACOLA, FL 32506

MATTAIR THOMAS G JR & JANICE M
8108 IMPERIAL CT
PENSACOLA, FL 32506

RIESTER PENSACOLA USA LLC
109 WESTPARK DR STE 330
BRENTWOOD, TN 37027

MANN JOHN H & DEBORAH E
8112 IMPERIAL DR
PENSACOLA, FL 32506-3731

BAVUSO KRISTI J
8113 IMPERIAL DR
PENSACOLA, FL 32506

HAMMER DANIEL L & ZERELDA M
428 CHILDERS ST # 23142
PENSACOLA, FL 32534

WILSON SANDRA L TRUSTEE FOR
WILSON SANDRA L
8118 IMPERIAL DR
PENSACOLA, FL 32506

LAROCQUE JILL L
8121 IMPERIAL DR
PENSACOLA, FL 32506

WEINSTEIN JIMMY Y
8122 LI FAIR DR
PENSACOLA, FL 32506

PITTMAN MICHELE &
8123 SHEFFIELD PL
PENSACOLA, FL 32506

GUNDERSON ROSALINDA L
304 JAMISON ST
PENSACOLA, FL 32507

SMITH STANLEY E
12450 AIRBLANC DR
PENSACOLA, FL 32506

LEE CHARLENE &
8110 IMPERIAL CT
PENSACOLA, FL 32506

CRUZ ANTHONY A & BARBARA A
8112 LI FAIR DR
PENSACOLA, FL 32506

MCMILLAN LAWRENCE SR &
8113 SHEFFIELD PL
PENSACOLA, FL 32506

CONNER MARJORIE A TRUSTEE
8116 IMPERIAL DR
PENSACOLA, FL 32506

PARKER MARIA A
3617 TOPAZ CIR
NAVARRE, FL 32566

WATERFIELD MICHAEL G
1987 SE 60TH AVE
HILLSBORO, OR 97123-6344

HORTON DIANA
8122 POLARA CT
PENSACOLA, FL 32506

ESTILONG AURELIA F LIFE EST &
8124 POLARA CT
PENSACOLA, FL 32506

BERTOLLA DENNY L
249 PRESTON AVE
SHREVEPORT, LA 71105

MCCULLERS JASON
1248 CEYLON DR
GULF BREEZE, FL 32563

NIEMANN CHARLES A
5033 LANTANA DR
GULF BREEZE, FL 32563

MORRISON EARL D &
8112 SHEFFIELD PL
PENSACOLA, FL 32506

DEALE LISA
8114 IMPERIAL CT
PENSACOLA, FL 32506

HARDIN CHRISTINE
8117 IMPERIAL DR
PENSACOLA, FL 32506

MCLENDON KAREN L
8120 POLARA CT
PENSACOLA, FL 32506

ROLLING MEADOWS II LLC
120 W LEXINGTON AVE
ELKHART, IN 46516

RICE DALE W
2404 TRAILWOOD DR
CANTONMENT, FL 32533

LENOX STACEY A &
8125 IMPERIAL DR
PENSACOLA, FL 32506

AYSON MICHAEL &
8126 POLARA CT
PENSACOLA, FL 32506-3735

VILLAR SERENA
6571 ANTIETAM DR
PENSACOLA, FL 32503

PAPPAS MAGDALINE LIFE EST
8132 IMPERIAL DR
PENSACOLA, FL 32506

HYNES JEAN MARIE LIFE EST
8133 IMPERIAL DR
PENSACOLA, FL 32506

HARRIS GLEN E & GAIL A
8136 IMPERIAL DR
PENSACOLA, FL 32506

SMITH WILLIE E &
8139 IMPERIAL DR
PENSACOLA, FL 32506

BRUNNER JEROME &
8140 LILLIAN HWY
PENSACOLA, FL 32506

RASKE LESLIE J & CINDY L
8142 LI FAIR DR
PENSACOLA, FL 32506

BURGESS LESLIE A
105 GLENDOWER DR
SALSBURY, NC 28144

WILLIG DALE & STELLA S
815 ESCONDITAS PL
PENSACOLA, FL 32506

TRAN THIEN DINH
813 ESCONDITAS PL
PENSACOLA, FL 32506

HARDY JAMES A
8001 HIGHWAY 69 N
NORTHPORT, AL 35473-7734

SINGLETON CRYSTAL M &
8132 LI FAIR DR
PENSACOLA, FL 32506

BOLES PATRICIA ANN
8134 IMPERIAL DR
PENSACOLA, FL 32506-3733

HUDSON ROBERT LEO LIVING TRUST &
19236 CHAMPION CIR
GULFPORT, MS 39503

COY DAMOND E &
2006 CAIRO ST
PENSACOLA, FL 32507

TOWNSEND BETTY S
8141 LI FAIR DR
PENSACOLA, FL 32506

STRICKER JEFFRY B &
8142 SHEFFIELD PL
PENSACOLA, FL 32506

GRACE RODNEY E & ANDREA S
8146 IMPERIAL DR
PENSACOLA, FL 32506

COKER WILLIAM
815 N 77TH AVE
PENSACOLA, FL 32506

DANIELSEN LLOYD & BARBARA
8130 IMPERIAL DR
PENSACOLA, FL 32506

GIUFFRIA SYLVIA S
8131 LI FAIR DR
PENSACOLA, FL 32506

DOBYNS HAZEL J LIFE EST &
8132 SHEFFIELD PL
PENSACOLA, FL 32506

CHANDLER CHRISTOPHER S &
8135 IMPERIAL DR
PENSACOLA, FL 32506

SAAVEDRA FREDDY B LOPEZ &
8138 IMPERIAL DR
PENSACOLA, FL 32506

HILTON DANA L
2099 WINTERBOURNE DR UNIT 208
ORANGE PARK, FL 32073

CRAVEN RICHARD C SR &
8142 IMPERIAL DR
PENSACOLA, FL 32506

CHILDRESS LILLIAN J
8143 IMPERIAL DR
PENSACOLA, FL 32506

JONES SHEILA A
8148 IMPERIAL DR
PENSACOLA, FL 32506

MILLER DAVID A &
8150 IMPERIAL DR
PENSACOLA, FL 32506

WILLIAMS MARY K
8150 LILLIAN HWY
PENSACOLA, FL 32506

LIVINGSTON GLENDA M
8151 IMPERIAL DR
PENSACOLA, FL 32506

SEEMAN KEVIN J &
8152 IMPERIAL DR
PENSACOLA, FL 32506

FIOL RAFAEL A & CARMEN
8152 SHEFFIELD PL
PENSACOLA, FL 32506-4944

SEEMAN KEVIN J & VICKI L
8154 IMPERIAL DR
PENSACOLA, FL 32506

OAKLEAF PROPERTIES LLC
857 BROWNSWITCH RD # 322
SLIDELL, LA 70458

HANKS TERRY L & KATHRYN L
8156 IMPERIAL DR
PENSACOLA, FL 32506

ENTERKIN DONALD W & BONNIE S
8157 IMPERIAL DR
PENSACOLA, FL 32506

ESCUETA AMADEO A & ANGELA V
2958 GIVERNY CIR
TALLAHASSEE, FL 32309

SMITH WENDY
PO BOX 1258
GULF BREEZE, FL 32562

NIX BERNICE
8160 IMPERIAL DR
PENSACOLA, FL 32506

WGM PARTNERS LLC TRUSTEE FOR
2780 E FOWLER AVE # 202
TAMPA, FL 33612

CABICO FRANCISCO M
8162 IMPERIAL DR
PENSACOLA, FL 32506

YOST ROBERT J
1124 PUESTA DEL DOL DR
PORT ORANGE, FL 32129

GILMORE DAVID L & KRYSTYNA M
8165 IMPERIAL DR
PENSACOLA, FL 32506

BOARDLEY ROBERT W & JANET R
8166 IMPERIAL CT
PENSACOLA, FL 32506

LANGHAM WILLIAM J &
3918 FLOUR MILL CIRCLE
MILTON, FL 32571

PURA CAROLINA L
2607 SHERMAN AVE
PENSACOLA, FL 32507

LEVY PRISCILLA
8169 IMPERIAL DR
PENSACOLA, FL 32506

SUTTON ERIC
817 ESCONDITAS PL
PENSACOLA, FL 32506

BARNETTE DALE LEE MILLER
23001 OLD BILOXI RD
VANCLEAVE, MS 39565

BOWLING ELTON W
4976 PRIETO DR
PENSACOLA, FL 32506-5381

SHEPARD CRISTOPHER LEE
8172 IMPERIAL DR
PENSACOLA, FL 32506

MESSER JAMES EUGENE
1143 BLOODWORTH LN
PENSACOLA, FL 32504

LOWERY NAKISHA
8174 IMPERIAL DR
PENSACOLA, FL 32506

MORTIMER ROBERT M & HELEN E
5015 EL ADOBE LN
LA CRESCENTA, CA 91214-2106

LOPEZ VICTOR HUGO TORRICO
8175 IMPERIAL DR
PENSACOLA, FL 32506

CASTILLO RODOLFO M & NATIVIDAD A
8176 IMPERIAL DR
PENSACOLA, FL 32506

SNIDER WILLIAM B & JOSEPHINE L
8177 IMPERIAL DR
PENSACOLA, FL 32506

COBB WINONA H
5172 SIRIPON RD
MILTON, FL 32570

HARPER DARRELL
534 SHILOH DR
PENSACOLA, FL 32503

ARMSTRONG RANDY
5033 PONITZ PKWY
PACE, FL 32571

PRENDERGAST JOHN J
8186 IMPERIAL DR
PENSACOLA, FL 32506-3764

HAPPY SHELL LLC
PO BOX 3501
PENSACOLA, FL 32506

BRADSHAW JOANN NELSON
1031 1ST ST S APT 705
JAX BCH, FL 32250-6555

LARA MICHAEL D & MARIBEL F
1015 BLACKHAWK CT
PENSACOLA, FL 32506

HEINICKE ROBERT S &
8206 LI FAIR DR
PENSACOLA, FL 32506

MILLER KAREN L
7205 MIER-HENRY RD
PENSACOLA, FL 32506

HIDDEN GEM REALTY INC
PO BOX 34308
PENSACOLA, FL 32507

CARINO ROBERT A &
1272 PINTAIL CT
SAN JOSE, CA 95118

RAMIREZ MAYRA O
8180 IMPERIAL DR
PENSACOLA, FL 32506

SOUTHERN DEVELOPMENT OF MISSISSIPPI INC
PO BOX 120740 DEEP SOUTH LN
PURVIS, MS 39475

CARTER PAULA LYNN
1815 ATHENS AVE
PENSACOLA, FL 32507

RANALDSON FREDDIE E
8190 KAUSE RD
PENSACOLA, FL 32506

FRIENDS OF LAKE SWAN CAMP INC
647 SR 26
MELROSE, FL 32666

MARTIN LARRY
8202 KAUSE RD
PENSACOLA, FL 32506

MCMILLAN DAVID A
11040 TANTON LN
PENSACOLA, FL 32506

WHALEY TIMOTHY A & SHARON L
550 N 68TH AVE
PENSACOLA, FL 32506

WELCH CAROLYN & SPRINGER
404 FORREST ST
CANTONMENT, FL 32533

CANARSKY ALEX D
8214 LI FAIR DR
PENSACOLA, FL 32506

HOFFMAN JOHN J & TOMMIE J
8182 IMPERIAL DR
PENSACOLA, FL 32506

LANTZ RAYMOND C & DIANNA L
8939 ABBINGTON DR
PENSACOLA, FL 32534

LAWSON JEFFREY J
1601 N SPRING ST
PENSACOLA, FL 32501

BUTCHER SHOPPE INC
6970 SNUG WATTERS RD
NAVARRE, FL 32566

SUMLIN DOROTHY R
8203 KAUSE RD
PENSACOLA, FL 32506

MILLER JACQUELINE MARIE
PO BOX 3134
PENSACOLA, FL 32516

KHAMMANY HARRIS
8209 LI-FAIR DR
PENSACOLA, FL 32506

TOWNLEY JASON K & KAREN E
3045 HIGHVIEW LN
CALERA, AL 35040

ILAND LUNEL &
8212 LI FAIR DR
PENSACOLA, FL 32506

PORTIS LONNIE & SONYA
8215 LI FAIR DR
PENSACOLA, FL 32506-4383

PARSONS ADAM V &
2819 WALTER DR
NEW BERN, NC 28562

WILLIAMS WANDA R
40 FLYNN DR
PENSACOLA, FL 32507

MELLOTT MATTHEW T
10782 DABNEY DR # 16
SAN DIEGO, CA 92126

NORRIS PETER A 1/3 INT
32 WALKER HILL RD
WEARE, NH 03281-4229

MCMAHON SEAN P
8233 LI-FAIR DR
PENSACOLA, FL 32506

WESTHOFF RONALD F &
26571 KEIM AVE
GREENTOP, MO 63546

QUEEMAN KATHERINE M
8243 TEMPEST DR
PENSACOLA, FL 32506

MCKINNEY JAMES E & NORMA D
825 ESCONDITAS PL
PENSACOLA, FL 32506

ADAMS BESSIE LIFE EST
826 N 77TH AVE
PENSACOLA, FL 32506-3703

THOMAS DAVID SR & MERIAM
1082 MEADSON CIR
PENSACOLA, FL 32506

ROBERTS DONALD L JR & VICTORIA J
8219 LI FAIR DR
PENSACOLA, FL 32506

VINCENT RICHARD M & RUTH C
8223 LI FAIR DR
PENSACOLA, FL 32506

JOHNSON SHARI L
8225 LI FAIR DR
PENSACOLA, FL 32506

YOUNG JOHN G &
777 BOCAGE LN
MANDEVILLE, LA 70471

AYERS DONALD W
611 AMBER CREEK DR
JACKSONVILLE, FL 32218

HENDRY ASHLEY M
8241 TEMPEST DR
PENSACOLA, FL 32506

MINES ALEXIS
1051 SPANISH MOSS DR
PENSACOLA, FL 32506

REDDEN BARNEY J JR &
8702 HIGHWAY 87 N
MILTON, FL 32570

PHILLIPS BETHANY
5604 TWIN CREEK CIR
PACE, FL 32571

HSBC BANK NA TRUSTEE FOR
5720 PREMIER PARK DR STE 100
WEST PALM BEACH, FL 33407

LITTLEJOHN HAROLD P & MARLENE M
8220 LI FAIR DR
PENSACOLA, FL 32506

PEMBERTON DOROTHY J &
PO BOX 3158
PENSACOLA, FL 32514

COLEMAN CHARLES E JR & KAREN Y
788 HOLSBERRY PL
PENSACOLA, FL 32534

HADDEN JOEL & BARBARA
8231 IMPALA CT
PENSACOLA, FL 32506

BOPP BERTA M
8238 LI FAIR DR
PENSACOLA, FL 32506

KENNEDY JERRY R &
8242 LI FAIR DR
PENSACOLA, FL 32506

LYNCH CAROL MARGARET
420 W MORENO ST
PENSACOLA, FL 32501

PIGG MONA LYNN
8256 KAUSE RD
PENSACOLA, FL 32506

MCGREGOR MARION F
827 ESCONDITAS PL
PENSACOLA, FL 32506

SNOW ANNA A &
828 N 77TH AVE
PENSACOLA, FL 32506

DOWNING LINDA A DAVIS
12935 WESTFIELD LOOP
LILLIAN, AL 36549

JARMAN JOHNNIE G & LAURA
4214 GAFFNEY ST
PENSACOLA, FL 32505

PUGH ERNEST EST OF
3107 COBBLESTONE DR
PACE, FL 32571

GRANT SHEILA RUTH
6415 W LA RUA ST
PENSACOLA, FL 32506

CHIEFS ENDEAVORS LLC
PO BOX 4634
PENSACOLA, FL 32507

HEATON CHARLES W &
PO BOX 6
CANTONMENT, FL 32533-0006

HUGGINS WILLIAM B EST OF
720 LAKEWOOD RD
PENSACOLA, FL 32507

YOUNG JAMES S
8413 KAUSE RD
PENSACOLA, FL 32506

GUNN GLEN
7171 N 9TH AVE # C-7
PENSACOLA, FL 32504

STERLING TREE SERVICES INC
8500 LILLIAN HWY
PENSACOLA, FL 32506

MARTIN LARRY &
8298 KAUSE RD
PENSACOLA, FL 32506

HATZOPOULOS ELEANOR I 2/3 INT &
11393 OLD BARN LN
PENSACOLA, FL 32514

NAGEL DONALD
2330 LAMBERT AVE NE
SAINT MICHAEL, MN 58376

CLARK HERMAN
8328 KAUSE RD
PENSACOLA, FL 32506

HOLMAN RICHARD S
410 FOREST PARK DR
PENSACOLA, FL 32506

CROSSLEY FLOYD K
1075 SHOMAN ST
WATERFORD, MI 48327

CURRY JOYCE M
8407 KRAUSE CT
PENSACOLA, FL 32506

BLACK WILLARD T
8416 KAUSE CT
PENSACOLA, FL 32506

BLANK SUSAN L LEWIS
13239 CHICAGO ST
ELBERTA, AL 36530

WHITE JESSICA M
9 USHER CIR
PENSACOLA, FL 32506

PAM VENTURES LLC
9655 BEULAH RD
PENSACOLA, FL 32526

KOZELL ROBERT N & MURDIS L
8301 LILLIAN HWY
PENSACOLA, FL 32506

MARLOW DANIEL C
8316 KAUSE RD
PENSACOLA, FL 32506

SCAPIN GEORGE D &
2009 LARKSPUR CIR
PENSACOLA, FL 32534

FIGUREID ALFRED E JR
8404 KAUSE RD
PENSACOLA, FL 32506

STACEY AGNES M
1360 FINLEY ST
PENSACOLA, FL 32514

CAMPBELL JOHN &
3700 ALPINE CIR
LAGRANGE, KY 40031

POPE GEORGE &
7201 VELMA DR
PENSACOLA, FL 32526-2637

MOORE KATHY ANNE
12740 DEER ACRES LN
ELBERTA, AL 36530

PEADEN GARY W & CHERYL LYNN
28542 S QUARRY DR
ELBERTA, AL 36530

HARTLEY JEROME J & MARY ANN
906 N 77TH AVE
PENSACOLA, FL 32506

FORSYTHE MARY CHARLINE PRINCE
908 N 77TH AVE
PENSACOLA, FL 32506

ALLEN SHANNON
49 BURTON LANE
NANCY, KY 42544

BAXTER LEON E &
6630 N BLUE ANGEL PKY
PENSACOLA, FL 32526

ALLSWORTH MICHAEL
917 N 77TH AVE
PENSACOLA, FL 32506

EVANS MALCOLM R EST OF
4856 W SPENCERFIELD RD
PACE, FL 32571

PEADEN BARBARA J
500 J D PEADEN RD
MILTON, FL 32570

VISIONARY LIVING INC
PO BOX 36213
PENSACOLA, FL 32516-6213

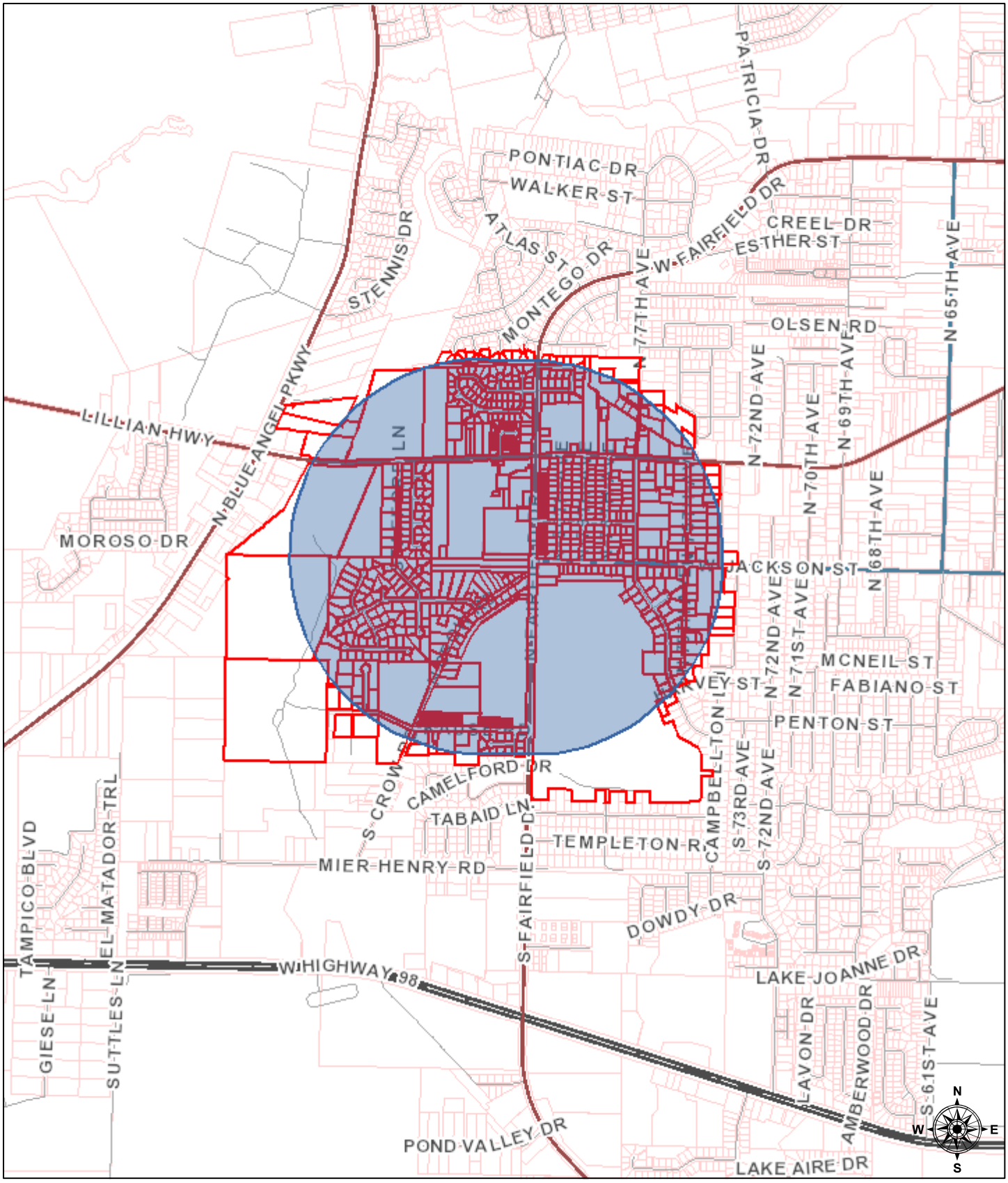
T L C PROPERTIES INC
1401 N TARRAGONA ST
PENSACOLA, FL 32501

CROSLEY KERT E
38 S BLUE ANGEL PKWY #204
PENSACOLA, FL 32506

WERNICKE ROBERT M
5140 GULL PT RD
PENSACOLA, FL 32504

BURNS CARLYN CLEGG EST OF
106 E OLEANDER ST
PENSACOLA, FL 32503-7638

Mailing List Map



November 8, 2016

1:24,108

0 0.2 0.4 0.8 mi

0 0.325 0.65 1.3 km

polygonLayer

Override 1

polygonLayer

Override 1

Streets

PRINCIPAL ARTERIAL

MINOR ARTERIAL

COLLECTOR

LOCAL ROAD

Parcels

County Outline

Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIndia, NGCC, © OpenStreetMap contributors, and the GIS User Community

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: 12/6/2016

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z-2016-12

OR

Regular Planning Board Meeting
Agenda Item Number/Description: _____

_____ In Favor X Against

*Name: ROBERT S. HEINICKE

*Address: 8206 LI FAIR DR *City, State, Zip: PENSACOLA FL 32506

Email Address: RHEINICKE@JUNO.COM Phone: 850-456-5687

How did you hear about the rezoning case: ☒ Mail ☐ Internet ☐ Sign

Please indicate if you:
☒ would like to be notified of any further action related to the public hearing item.
☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

****

Chamber Rules

1. All who wish to speak will be heard.
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Everyone will be granted uniform time to speak (normally 3 - 5 minutes).
6. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
7. During quasi-judicial hearings (i.e., rezonings), conduct is very formal and regulated by Supreme Court decisions. Verbal reaction or applause is not appropriate.

01/2016

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 12-6-16

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z2016-12

OR

Regular Planning Board Meeting
Agenda Item Number/Description: _____

_____ In Favor _____ Against

*Name: Susan Tan

*Address: 536 Lifair PL *City, State, Zip: 32506

Email Address: tanga116@icloud.com Phone: (850)696-8728

How did you hear about the rezoning case: ☒ Mail ☐ Internet ☐ Sign

Please indicate if you:
☒ would like to be notified of any further action related to the public hearing item.
☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

****

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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.
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7. During quasi-judicial hearings (i.e., rezonings), conduct is very formal and regulated by Supreme Court decisions. Verbal reaction or applause is not appropriate.

01/2016

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 12-6

Rezoning Quasi-judicial Hearing
Rezoning Case #: 2016-12

OR

Regular Planning Board Meeting
Agenda Item Number/Description:

✓ In Favor _____ Against

*Name: BUDDY PAGE

*Address: 5337 Hamilton Ln *City, State, Zip: Pace 32571

Email Address: buddpage1@att.net Phone: 2329853

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

Please indicate if you:
☑ would like to be notified of any further action related to the public hearing item.
☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

****

Chamber Rules

1. All who wish to speak will be heard.
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Everyone will be granted uniform time to speak (normally 3 - 5 minutes).
6. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
7. During quasi-judicial hearings (i.e., rezonings), conduct is very formal and regulated by Supreme Court decisions. Verbal reaction or applause is not appropriate.

01/2016

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME RUSHING REID WESLEY	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE ESCAMBIA PLANNING BOARD
MAILING ADDRESS 151 W MAIN ST ST 200	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: ☐ CITY ☑ COUNTY ☐ OTHER LOCAL AGENCY
CITY PENSACOLA COUNTY ESCAMBIA	NAME OF POLITICAL SUBDIVISION:
DATE ON WHICH VOTE OCCURRED 12/6/16	MY POSITION IS: ☐ ELECTIVE ☑ APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies equally to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing the reverse side and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office MUST ABSTAIN from voting on a measure which inures to his or her special private gain or loss. Each elected or appointed local officer also is prohibited from knowingly voting on a measure which inures to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent organization or subsidiary of a corporate principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * * * * * * * * * * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * * * * * * * * * * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you otherwise may participate in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on other side)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, REID W RUSHING, hereby disclose that on ~~12/6/16~~ Dec 6, 20 16:

(a) A measure came or will come before my agency which (check one)

☑ inured to my special private gain or loss;

___ inured to the special gain or loss of my business associate, _____;

___ inured to the special gain or loss of my relative, _____;

___ inured to the special gain or loss of _____, by whom I am retained; or

___ inured to the special gain or loss of _____, which is the parent organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

12/6/16
Date Filed

Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10,000.

Z-2016-13

ESCAMBIA COUNTY PLANNING BOARD
QUASI-JUDICIAL HEARING

Case #: Z-2016-13
Applicant: Wiley C. "Buddy" Page, Agent for Shaun Romero, Owner
Address: 6013 Hillburn Road
Property Size: 1.52 (+/-) acres
From: HDR, High Density Residential district (18 du/acre)
To: Com, Commercial district (25 du/acre, lodging unit density not limited by zoning)

A public hearing was held in the above-styled cause before the Escambia County Planning Board on the 6th day of December 2016, commencing at 11:30 a.m., at the Escambia County Central Office Complex, 3363 West Park Place, Room 104, Pensacola, Florida, reported by David A. Deik, CP, CPE, Professional Reporter.

PLANNING BOARD

BOARD MEMBERS PRESENT:

WAYNE BRISKE
Chair

TIM TATE
Vice Chair
REID RUSHING
At-Large

JAY INGWELL
District 1
EDWIN HOWARD
At-Large

TIMOTHY PYLE
District 2
PATTY HIGHTOWER
School Board

STEPHANIE ORAM
Navy

PLANNING BOARD STAFF:

Meredith Crawford, Esq.
Assistant County Attorney
Horace Jones, Director
Caleb MacCartee
John Fisher
Kayla Meador

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PROCEEDINGS

THE CHAIRPERSON: All right. Our next case is 2016-13, Buddy Page, agent for Shaun Romero, owner, 6013 Hillburn Road, 1.52 acres from HDR, high density residential to commercial district.

On this case, members of the board, has there been any ex parte communication? Have you visited the site? Have you had any discussions with the applicant, agents, attorneys, witnesses, Planning Board members, or anyone from the general public? Also ask if you were a business, relative or associate of any of the parties.

And starting with Ms. Oram.

MS. ORAM: No to all.

MS. HIGHTOWER: No to all.

MR. PYLE: No to all. Familiar with the site.

THE CHAIRPERSON: Mr. Howard, I believe you have to leave the meeting now?

MR. HOWARD: I do, yes, sir.

THE CHAIRPERSON: Okay. So he's going to be leaving for this hearing, so he will not be

participating in this one.
(Mr. Howard left the meeting.)
THE CHAIRPERSON: The Chairman has no ex parte communication.
MR. TATE: No ex parte communication.
MR. INGWELL: No to all.
MR. RUSHING: And no to all.
THE CHAIRPERSON: All right. Thank you.
Staff, was notice published to all interested parties?
MS. CRAWFORD: Yes, sir.
THE CHAIRPERSON: Okay. And was it properly posted on the subject property?
MS. CRAWFORD: Yes, sir.
THE CHAIRPERSON: All right. Thank you.
Mr. Page, any objection to the pictures and everything?
MR. PAGE: No.
THE CHAIRPERSON: Okay. Let's go with the maps and photography.
MR. MacCARTEE: Caleb MacCartee, urban planner for the county.
We are -- Location map showing the subject parcel. Here is our 500-foot zoning map, our future land use map, FLU, existing land use,

aerial photography of the site.
Also located in Oak Hill Community Redevelopment Agency overlay. Here's our notice of public hearing. Looking onto the site, looking northwest from the site.
And here is the intersection at Creighton along Hillburn Road looking north. This is looking east from the site across Hillburn, looking southeast from the site across Hillburn, and looking south along Hillburn.
MR. TATE: I have a matter for the record, just as a point of fact. Oak Hill Redevelopment site. Is that the proposed Oak Hill Redevelopment?
MR. MacCARTEE: It is a district, but there's no performance standards for that right now. It's undefined.
MR. TATE: Okay.
MR. MacCARTEE: Here's our 2500-foot radius map from Escambia County Property Appraisers, and our mailing list.
And that concludes the slide and photographs for this case.
THE CHAIRPERSON: Okay. Any questions on the maps or photography?

(No response.)
THE CHAIRPERSON: Okay, Mr. Page.
You were previously sworn in. Please state your name and address for the record on this case.
- - -
BUDDY PAGE
previously duly sworn, was examined and testified further as follows:
- - -
MR. PAGE: Mr. Chairman, Buddy Page, 5337 Hamilton Lane, Pace, Florida.
THE CHAIRPERSON: Sir, on this case, have you received the hearing package and the findings of fact?
MR. PAGE: I have.
THE CHAIRPERSON: And do you understand that you have the burden of providing substantial competent evidence that this proposed rezoning is consistent with the comp plan and furthers the goals and objectives and policies of that plan, and is not in conflict with any portion of the Land Development Code?
MR. PAGE: I do.
THE CHAIRPERSON: Yes, sir. Go ahead,

please.
MR. PAGE: Mr. Chairman, this application seeks to change the referenced parcel of property over to a commercial classification, basically to match the commercial that's located and zoned to the east and the parcel to the north.
I've gone through the staff's findings of fact. We could adopt all of those as our own. And for public clarification, on the location criteria, the findings for that initially from the staff states that the proposed amendment is not consistent with the intent and purpose. The applicant did not provide a compatibility analysis. It picks out one of those criteria in order to make it compliant.
That certainly was an error, Mr. Chairman. I have those two pages with me. I previously submitted those to the staff for their review. And basically, it's an aerial photograph showing the distance from the site to the westernmost -- southwesterly most corner of the University Plaza campus, if you will, of being less than the quarter mile.
And I've also attached with that a copy of

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the FDO traffic counts in that area, measured in April 1964, which shows the capacity or the counts in that general area of 9500 vehicles per day.

So Mr. Chairman, if I could submit these to the board for the board's consideration. As I indicated, we had previously submitted the corrected copy of that to staff.

THE CHAIRPERSON: Mr. Page, did you say 1964? I believe?

MR. PAGE: '64?

THE CHAIRPERSON: Yeah.

MS. CRAWFORD: I heard '64.

MR. PAGE: Yeah. Where did I get that from? I'm not sure, but . . .

The traffic count was in April of 2014.

THE CHAIRPERSON: Okay.

MR. PAGE: Like to update that just slightly.

THE CHAIRPERSON: I don't know if we could use that one.

MR. PYLE: Do we need a motion to submit those for the record?

MR. TATE: Let me ask. He's indicated he submitted to staff. Were they in the packet

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that we received?

MR. MacCARTEE: They were not in the packet originally, but they were submitted as a late edition. And we reviewed them. So they were not submitted in the initial application package. And there's not --

MR. TATE: Not in our package. We would need to accept them.

THE CHAIRPERSON: Right. Okay.

Based on your review of them, though, will that then meet the requirement for that criteria?

MR. MacCARTEE: Yes. Even with the information that we reviewed that Mr. Page had submitted with his documentation, it appears those are traffic count numbers.

In addition, to meet the location criteria, we would say that Hillburn and the intersection of Burgess would meet the locational criteria for the rezoning.

THE CHAIRPERSON: Okay.

MR. MacCARTEE: So it was said it was not consistent prior to the applicant relying on that compatibility analysis, but it wasn't actually submitted.

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THE CHAIRPERSON: Okay.

MR. MacCARTEE: That was submitted. We reviewed it. And either way, it will meet that criteria.

THE CHAIRPERSON: Okay. So upon accepting this into evidence, the staff can change their findings, then?

MR. MacCARTEE: Okay.

THE CHAIRPERSON: All right. Mr. Page, would you describe exactly what the documents are that you have and where they came from, please?

MR. PAGE: Mr. Chairman, the documents consist of two pages. One is an aerial pbotograph taken from Google maps, basically measuring the distance from the northeasterly corner of the property to the southwesterly corner of the university property.

It's showing on here 1336 feet, only because when you barely move the mouse, the feet jump so high and low, it was difficult for me to get it in there.

But if you take a look at the aerial, which is page one, you could deduce from this that the distance would probably be around 1100

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feet or so.

Page number two is taken from the FDOT traffic counts for Escambia County. And it has a number of counter sites located down on the left-hand side. And the one we're relying on is counter number 5182, Burgess Road, showing direction one east of 4700 trips per day, west 4800 trips per day, total of about 9500.

There was another map, just to give you an idea of what the 90 --

THE CHAIRPERSON: Let's stay on this one for just a second --

MR. PAGE: Okay.

THE CHAIRPERSON: -- so I can get it brought into evidence before we go to the other map.

MR. PAGE: Sure.

THE CHAIRPERSON: What is the source of where you pulled this map from, Mr. Page?

MR. PAGE: The actual chart itself came from the FDOT 2015 average annual daily traffic count report for district.

THE CHAIRPERSON: You personally pulled that on your computer, and --

MR. PAGE: I did.

THE CHAIRPERSON: -- printed it out?
MR. PAGE: I did.
THE CHAIRPERSON: Okay. All right.
MR. JONES: Mr. Chairman, I think Caleb stated that he -- he presented this to traffic engineer.
Since we are not the experts on -- on those type of documents, I would like for Mr. Tommy Brown, who normally looks at these reports to validate that that is a -- that that was his reviewing. I don't want to say it is or isn't. Typical, generally speaking.
THE CHAIRPERSON: Okay. Let's validate that, and then we'll have the board make a motion to accept it into evidence.
MR. BROWN: Good morning, sir.
THE CHAIRPERSON: Your name and position.
MR. BROWN: Tommy Brown, transportation planner with Escambia County Transportation and Traffic Operation.
THE CHAIRPERSON: All right. You are previously sworn in, so you're still under oath.
MR. BROWN: Yes, sir.

- - -
TOMMY BROWN
previously sworn, was examined and testified further as follows:
- - -
MR. BROWN: Yeah, I saw these this morning. And I do recognize them as official counts from FDOT. This is what we use when we do any kind of operations assessment, so, yes.
THE CHAIRPERSON: Okay. Thank you, sir. All right. Thank you.
Chair will entertain motion to accept Mr. Page's documents as presented into evidence.
MR. TATE: Move to accept.
THE CHAIRPERSON: Mr. Tate, thank you.
MR. PYLE: Second.
THE CHAIRPERSON: Second, Mr. Pyle.
Any further discussion on this?
(No response.)
THE CHAIRPERSON: All those in favor say "aye."
(Chorus of ayes.)
THE CHAIRPERSON: Please label them as Applicant's Exhibit 1.
All right. Now that we have that into

evidence, did you say that the staff is going to amend their findings so that it is consistent?
MR. MacCARTEE: Yes.
THE CHAIRPERSON: Okay. So we now have all the criteria are consistent; is that correct?
MR. MacCARTEE: Yes.
THE CHAIRPERSON: Okay. All right. Go ahead, Mr. Page. You had another document you wanted to --
MR. PAGE: Mr. Chairman, only if there were any questions regarding that, I did have one other document that had some additional counts on it, but I think at this point it's probably moot.
THE CHAIRPERSON: It will be accepted in. And they're going to amend the findings.
MR. PAGE: There's no need to.
THE CHAIRPERSON: Okay.
MR. PAGE: That's all.
THE CHAIRPERSON: Anything else?
MR. MacCARTEE: We would just like to go on the record that staff is going to amend their findings for the criteria for the Land Development Code to say that it is consistent.

THE CHAIRPERSON: Okay. Thank you, sir.
MR. PAGE: Mr. Chairman, hearing that, then, we would again suggest that the applicant here would accept all of the findings of fact from the staff as amended this morning.
THE CHAIRPERSON: All right. Thank you, sir.
Don't have anyone signed up to speak, but I will ask: Is there anyone from the public that wants to speak on this case?
(No response.)
THE CHAIRPERSON: Okay. Hearing none, then we will close the public comment portion of the meeting.
Board members, sometimes when we have all the criteria met, we accept the staff's findings. We can do that in this case, if you'd like to move forward.
MR. PYLE: I will move.
THE CHAIRPERSON: The Chair will entertain a motion.
MR. PYLE: I will move we proceed with Z-2016-13 staff findings for approval.
THE CHAIRPERSON: For approval?
MR. PYLE: Yes, sir.

THE CHAIRPERSON: All right. Thank you, sir.

THE CHAIRPERSON: Second, as amended; correct?

MR. TATE: Yes, second.

THE CHAIRPERSON: Seconded.

Any further discussion?

(No response.)

THE CHAIRPERSON: All those in favor, say "aye."

(Chorus of ayes.)

THE CHAIRPERSON: Opposed?

(No response.)

THE CHAIRPERSON: All right. Motion carried. All right. Thank you, Mr. Page.

(Hearing concluded at 11:36 a.m.)

CERTIFICATE OF REPORTER

STATE OF FLORIDA)
)
COUNTY OF ESCAMBIA)

I, DAVID A. DEIK, CP, CPE, Professional Court Reporter, certify that I was authorized to and did stenographically report the foregoing Escambia County Planning Board proceedings; and that the transcript is a true record of the proceedings contained herein.

I further certify that I am not a relative, employee, attorney, or counsel to any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in the action.

s/ David A. Deik

DAVID A. DEIK, CP, CPE
Professional Court Reporter

Planning Board-Rezoning **7. D.**

Meeting Date:	12/06/2016
CASE :	Z-2016-13
APPLICANT:	Wiley C. "Buddy" Page, Agent for Shaun Romero, Owner
ADDRESS:	6013 Hilburn Road
PROPERTY REF. NO.:	29-1S-30-1504-000-000
FUTURE LAND USE:	MU-U, Mixed-Use Urban
DISTRICT:	3
OVERLAY DISTRICT:	Oakfield
BCC MEETING DATE:	01/05/2017

SUBMISSION DATA:
REQUESTED REZONING:

FROM: HDR, High Density Residential district (18 du/acre)

TO: Com, Commercial district (25 du/acre, lodging unit density not limited by zoning)

RELEVANT AUTHORITY:

(1) Escambia County Comprehensive Plan
(2) Escambia County Land Development Code
(3) Board of County Commissioners of Brevard County v. Snyder, 627 So. 2d 469 (Fla. 1993)
(4) Resolution 96-34 (Quasi-judicial Proceedings)
(5) Resolution 96-13 (Ex-parte Communications)

APPROVAL CONDITIONS

Criterion a., LDC Sec. 2-7.2(b)(4)

Consistent with Comprehensive Plan

Whether the proposed rezoning is consistent with the goals, objectives, and policies of the Comprehensive Plan and not in conflict with any of the plan provisions.

CPP FLU 1.3.1 Future Land Use Categories. The Mixed-Use Urban (MU-U) Future Land Use (FLU) category is intended for an intense mix of residential and nonresidential uses while promoting compatible infill development and the separation of urban and suburban land uses within the category as a whole. Range of allowable uses include: Residential, Retail and Services, Professional Office, Light Industrial, Recreational Facilities, Public and Civic. The maximum residential density is 25 dwelling units per acre.

FLU 1.5.1 New Development and Redevelopment in Built Areas. To promote the efficient use of existing public roads, utilities, and service infrastructure, the County will encourage the redevelopment in underutilized properties to maximize development densities and intensities located in the MU-S, MU-U, Commercial, and Industrial Future Land Use categories (with the exception of residential development).

FLU 2.1.1 Infrastructure Capacities. Urban uses will be concentrated in the urbanized areas with the most intense development permitted in the Mixed-Use Urban (MU-U) areas and areas with sufficient central water and sewer system capacity to accommodate higher density development. Land use densities may be increased through Comprehensive Plan amendments. This policy is intended to direct higher density urban uses to those areas with infrastructure capacities sufficient to meet demands and to those areas with capacities in excess of current or projected demand. Septic systems remain allowed through Florida Health Department permits where central sewer is not available.

FINDINGS

The proposed amendment to Commercial **is consistent** with the intent and purpose of Future Land Use category MU-U as stated in CPP FLU 1.3.1. The Future Land Use of Mixed-Use Urban allows for a mix of residential and retail services. The property **would promote** good efficient use of existing public roads and an underutilized property that would conform with CPP FLU 1.5.1.

Per FLU 2.1.1 the uses will be concentrated in the urbanized areas with the most intense development permitted in the Mixed-Use Urban (MU-U) areas.

Sufficient central water and sewer system capacity to accommodate higher density development will be reviewed during the site plan review process.

Criterion b., LDC Sec. 2-7.2(b)(4)

Consistent with The Land Development Code

Whether the proposed amendment is in conflict with any portion of this Code, and is consistent with the stated purpose and intent of this Code.

Sec. 3-2.8 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. Non-residential uses within the district are limited to those that are compatible with urban residential neighborhoods.

Sec. 3-2.10 Commercial district (Com).

(a) Purpose. The Commercial (Com) district establishes appropriate areas and land use regulations for general commercial activities, especially the retailing of commodities and services. The primary intent of the district is to allow more diverse and intense commercial uses than the neighborhood commercial allowed within the mixed-use districts. To maintain compatibility with surrounding uses, all commercial operations within the Commercial district are limited to the confines of buildings and not allowed to produce undesirable effects on surrounding property. To retain adequate area for commercial activities, new and expanded residential development within the district is limited, consistent with the Commercial (C) future land use category.

(e) Location criteria. All new non-residential uses proposed within the Commercial district that are not part of a planned unit development or not identified as exempt by the district shall be on parcels that satisfy at least one of the following location criteria:

(1) Proximity to intersection. Along an arterial or collector street and within one-quarter mile of its intersection with an arterial street.

(2) Proximity to traffic generator. Along an arterial or collector street and within a one-quarter mile radius of an individual traffic generator of more than 600 daily trips, such as an apartment complex, military base, college campus, hospital, shopping mall or similar generator.

(3) Infill development. Along an arterial or collector street, in an area where already established non-residential uses are otherwise consistent with the Commercial district, and where the new use would constitute infill development of similar intensity as the conforming development on surrounding parcels. Additionally, the location would promote compact development and not contribute to or promote strip commercial development.
(4) Site design. Along an arterial or collector street, no more than one-half mile from its intersection with an arterial or collector street, not abutting a single-family residential zoning district (RR, LDR or MDR), and all of the following site design conditions:
a. Any Intrusion into a recorded subdivision is limited to a corner lot.
b. A system of service roads or shared access is provided to the maximum extent made feasible by lot area, shape, ownership patterns, and site and street characteristics.
c. Adverse impacts to any adjoining residential uses are minimized by placing the more intensive elements of the use, such as solid waste dumpsters and truck loading/unloading areas, furthest from the residential uses.
(5) Documented compatibility. A compatibility analysis prepared by the applicant provides competent substantial evidence of unique circumstances regarding the potential uses of parcel that were not anticipated by the alternative criteria, and the proposed use, or rezoning as applicable, will be able to achieve long-term compatibility with existing and potential uses. Additionally, the following conditions exist:
a. The parcel has not been rezoned by the landowner from the mixed-use, commercial, or industrial zoning assigned by the county.
b. If the parcel is within a county redevelopment district, the use will be consistent with the district's adopted redevelopment plan, as reviewed and recommended by the Community Redevelopment Agency (CRA).

FINDINGS

The proposed amendment **is not consistent** with the intent and purpose of the Land Development Code. The applicant did not provide a compatibility analysis.

The following language is from an excerpt from the interoffice memorandum comments provided by the County's Transportation and Traffic Operations (TTO) Division staff: Z-2016-13 – Burgess Rd is currently programmed for right-of-way acquisition in the FL-AL Long Range Transportation Plan. Existing right-of-way is sufficient for the proposed four lane expansion of Burgess Rd.

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 MDR, HDR, and Com. These uses include vacant commercial, existing commercial, and single and multi-family residence in the area.

Criterion d., LDC Sec. 2-7.2(b)(4)

Changed conditions

Whether the area to which the proposed rezoning would apply has changed, or is changing, to such a degree that it is in the public interest to encourage new uses, density, or intensity in the area through rezoning.

FINDINGS

Staff found **no changed** conditions that would impact the amendment or property. Staff found case Z-2004-42 at 190 Creighton Road, approved 12/09/2004 for rezoning from R-4 to C-1. Staff also found case Z-2005-58 at 473 Allen Court, approved 01/05/2006 for rezoning from R-4 to C-1.

Criterion e., LDC Sec. 2-7.2(b)(4)

Development patterns

Whether the proposed rezoning would contribute to or result in a logical and orderly development pattern.

FINDINGS

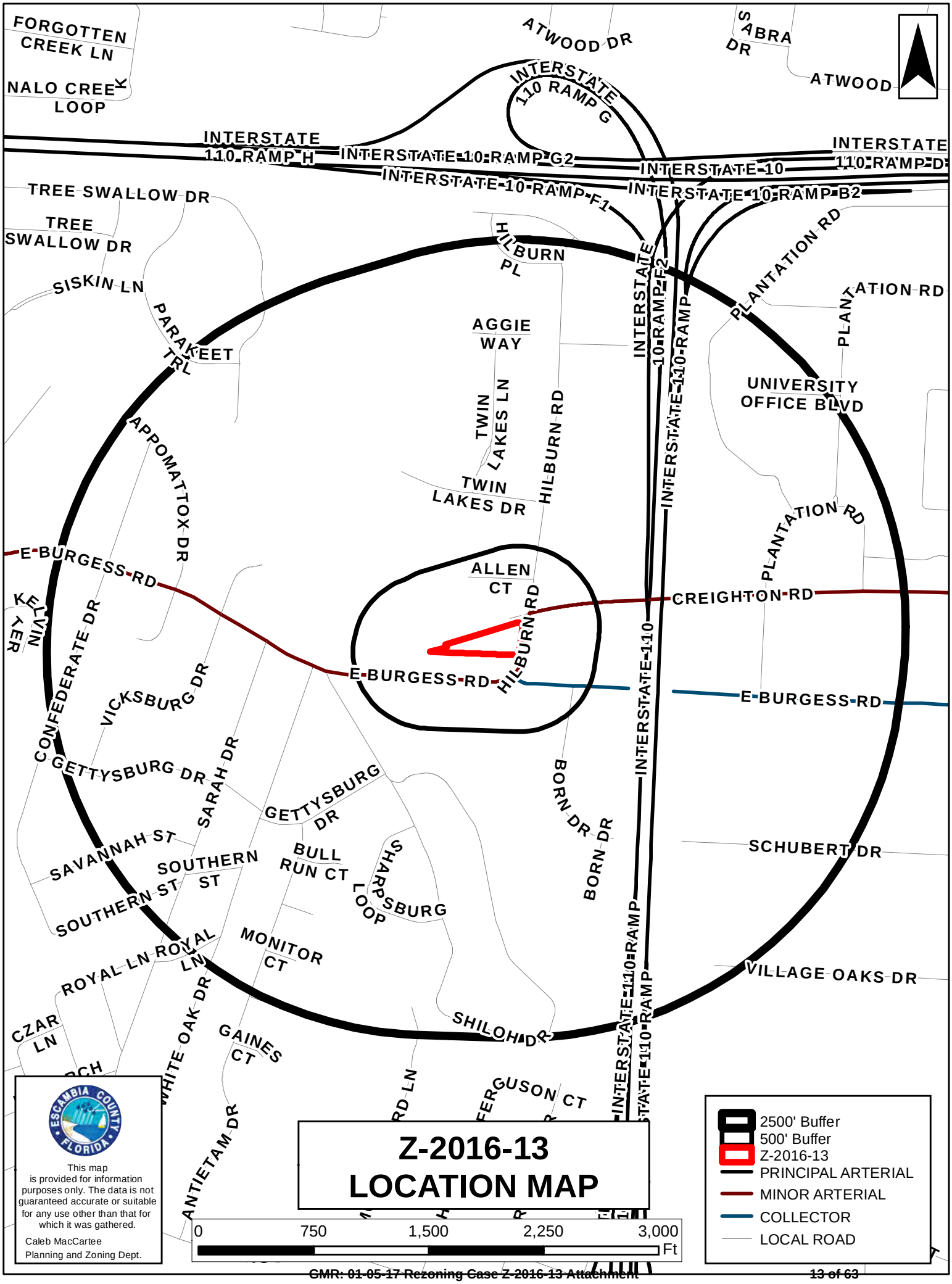
The proposed amendment **would result** in a logical and orderly development pattern. The site is surrounded by Com zoning to the north and east of the subject property. The approval of the rezoning will contribute to the establishment of Commercial uses that would compliment the other Commercial zoned properties in the area.

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-2016-13


FORGOTTEN CREEK LN
NALO CREEK LOOP
ATWOOD DR
SABRA DR
ATWOOD
INTERSTATE 110 RAMP G
INTERSTATE 110 RAMP H
INTERSTATE-10-RAMP-G2
INTERSTATE-10
INTERSTATE 110 RAMP D
INTERSTATE-10-RAMP-F1
INTERSTATE-10-RAMP-B2
TREE SWALLOW DR
TREE SWALLOW DR
SISKIN LN
HILBURN PL
PLANTATION RD
PLANTATION RD
PLANTATION RD
PARAKEET TRL
AGGIE WAY
INTERSTATE 10-RAMP-F2
INTERSTATE-10-RAMP
UNIVERSITY OFFICE BLVD
TWIN LAKES LN
HILBURN RD
TWIN LAKES DR
APPOMATTOX DR
E-BURGESS-RD
ALLEN CT
CREIGHTON-RD
KELVIN TER
CONFEDERATE DR
HILBURN RD
E-BURGESS-RD
E-BURGESS-RD
VICKSBURG DR
INTERSTATE-110
GETTYSBURG DR
SARAH DR
GETTYSBURG DR
BORN DR
BORN DR
SCHUBERT DR
SAVANNAH ST
SOUTHERN ST
SOUTHERN ST
BULL RUN CT
SHARPSBURG LOOP
INTERSTATE-110-RAMP
ROYAL LN
ROYAL LN
MONITOR CT
VILLAGE OAKS DR
INTERSTATE-110-RAMP
CZAR LN
WHITE OAK DR
GAINES CT
SHILOH DR
FERGUSON CT
ANTIETAM DR
Z-2016-13
LOCATION MAP
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Caleb MacCartee
Planning and Zoning Dept.
0
750
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3,000
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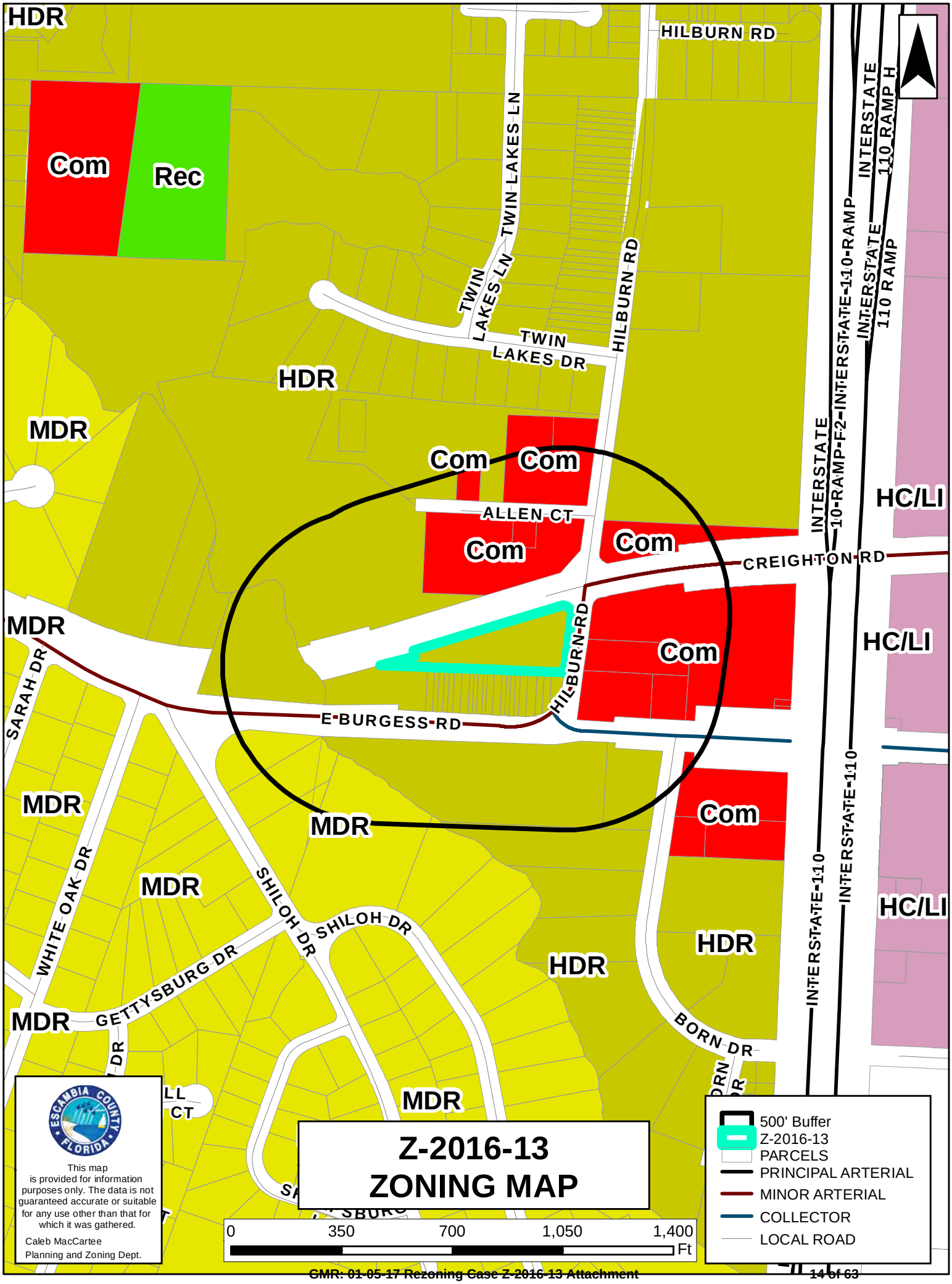
2500' Buffer
500' Buffer
Z-2016-13
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD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TWIN LAKES LN
TWIN LAKES DR
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ALLEN CT
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Com
CREIGHTON RD
INTERSTATE 10-RAMP-F2-INTERSTATE-110-RAMP
INTERSTATE 110 RAMP H
INTERSTATE 110 RAMP
HC/LI
MDR
HILBURN RD
Com
HC/LI
SARAH DR
E BURGESS RD
MDR
MDR
Com
MDR
WHITE OAK DR
MDR
SHILOH DR
SHILOH DR
HC/LI
HDR
HDR
GETTYSBURG DR
MDR
BORN DR
INTERSTATE-110
INTERSTATE-110
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Z-2016-13
ZONING MAP
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Z-2016-13
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
ESCAMBIA COUNTY FLORIDA
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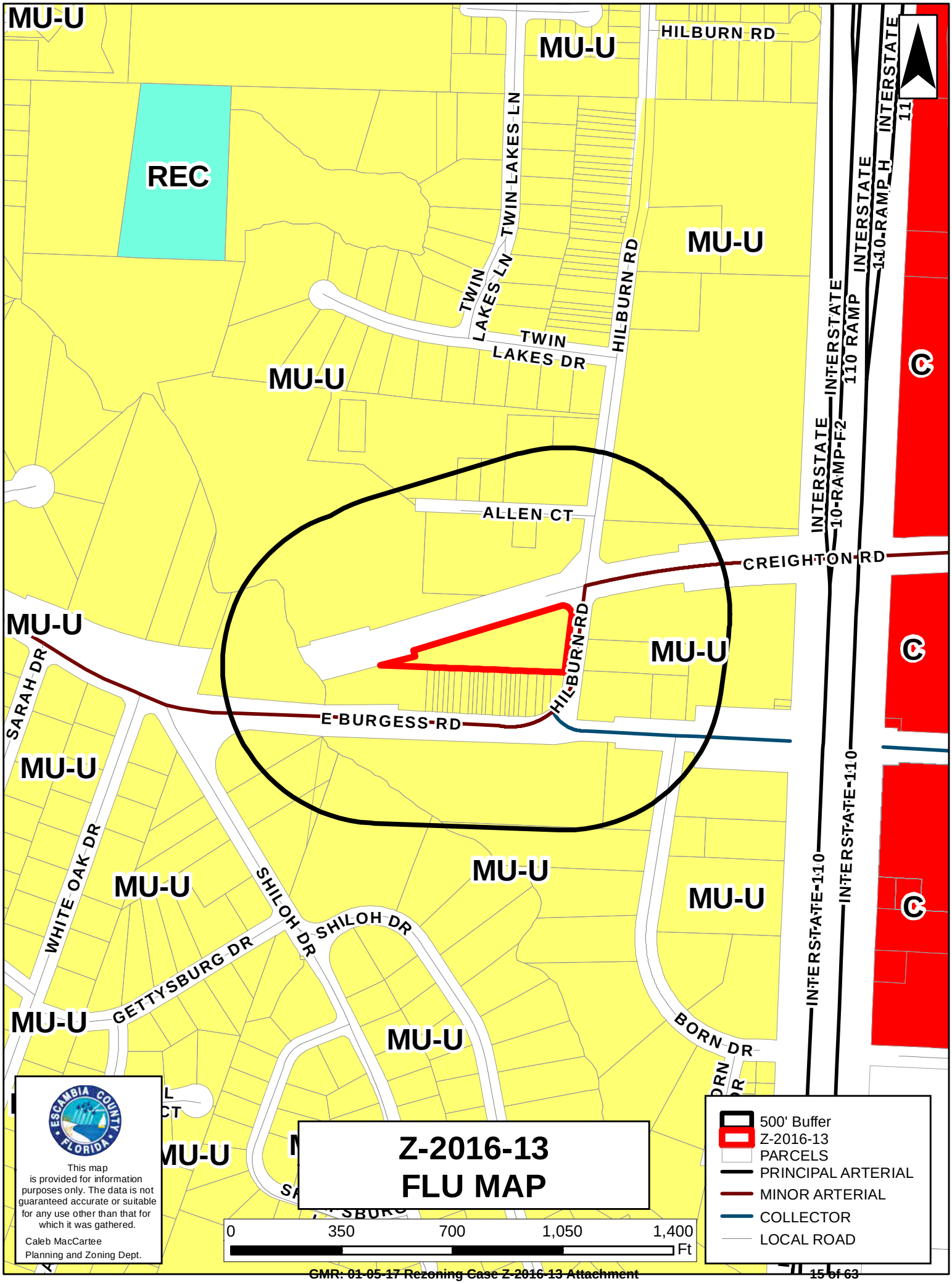
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TWIN LAKES DR
HILBURN RD
ALLEN CT
CREIGHTON RD
E BURGESS RD
SARAH DR
WHITE OAK DR
SHILOH DR
GETTYSBURG DR
BORN DR
INTERSTATE 110
INTERSTATE 110 RAMP
INTERSTATE 10-RAMP-F2
INTERSTATE 110-RAMP_H
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Z-2016-13
FLU MAP
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Z-2016-13
PARCELS
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MINOR ARTERIAL
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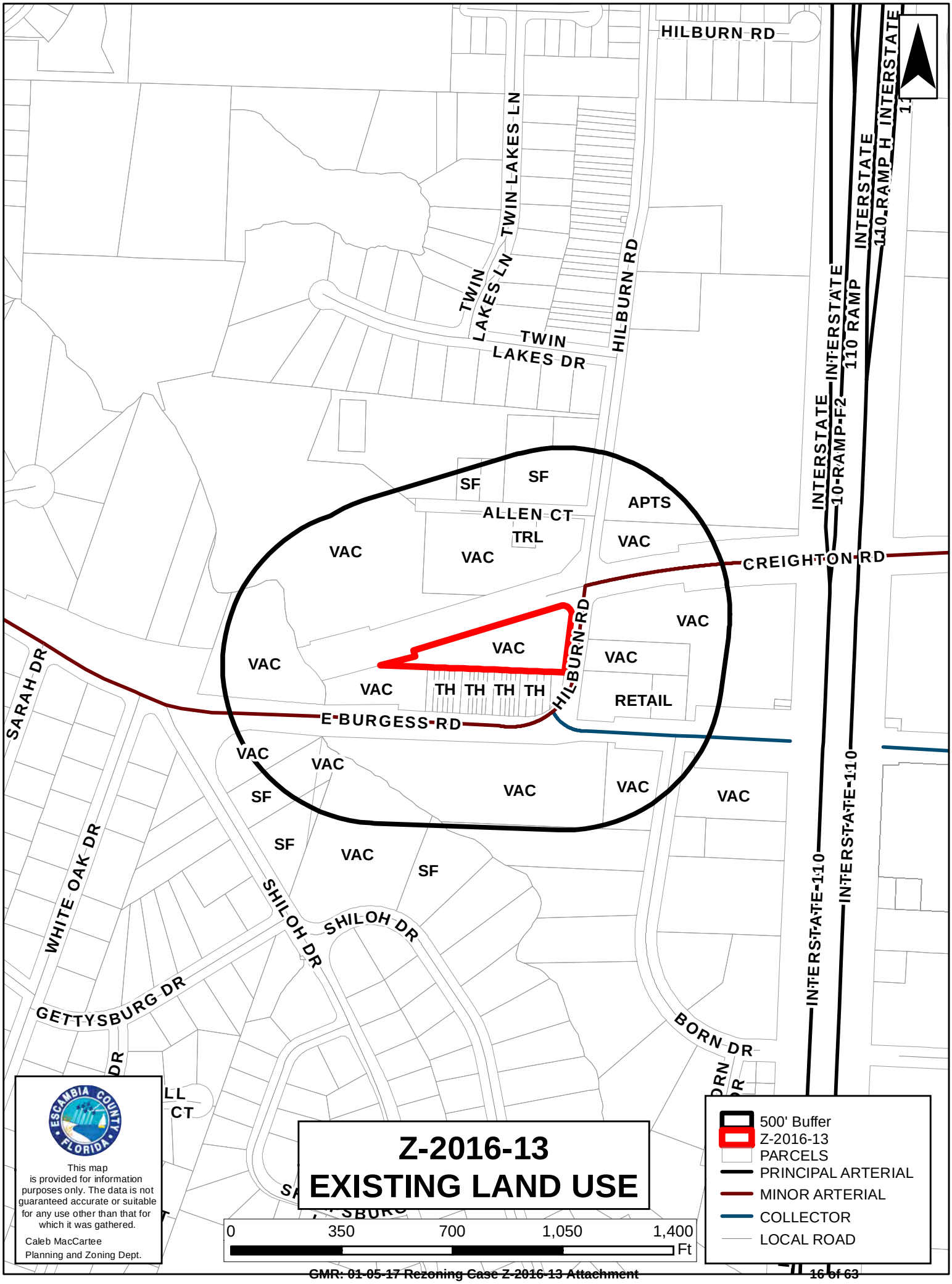
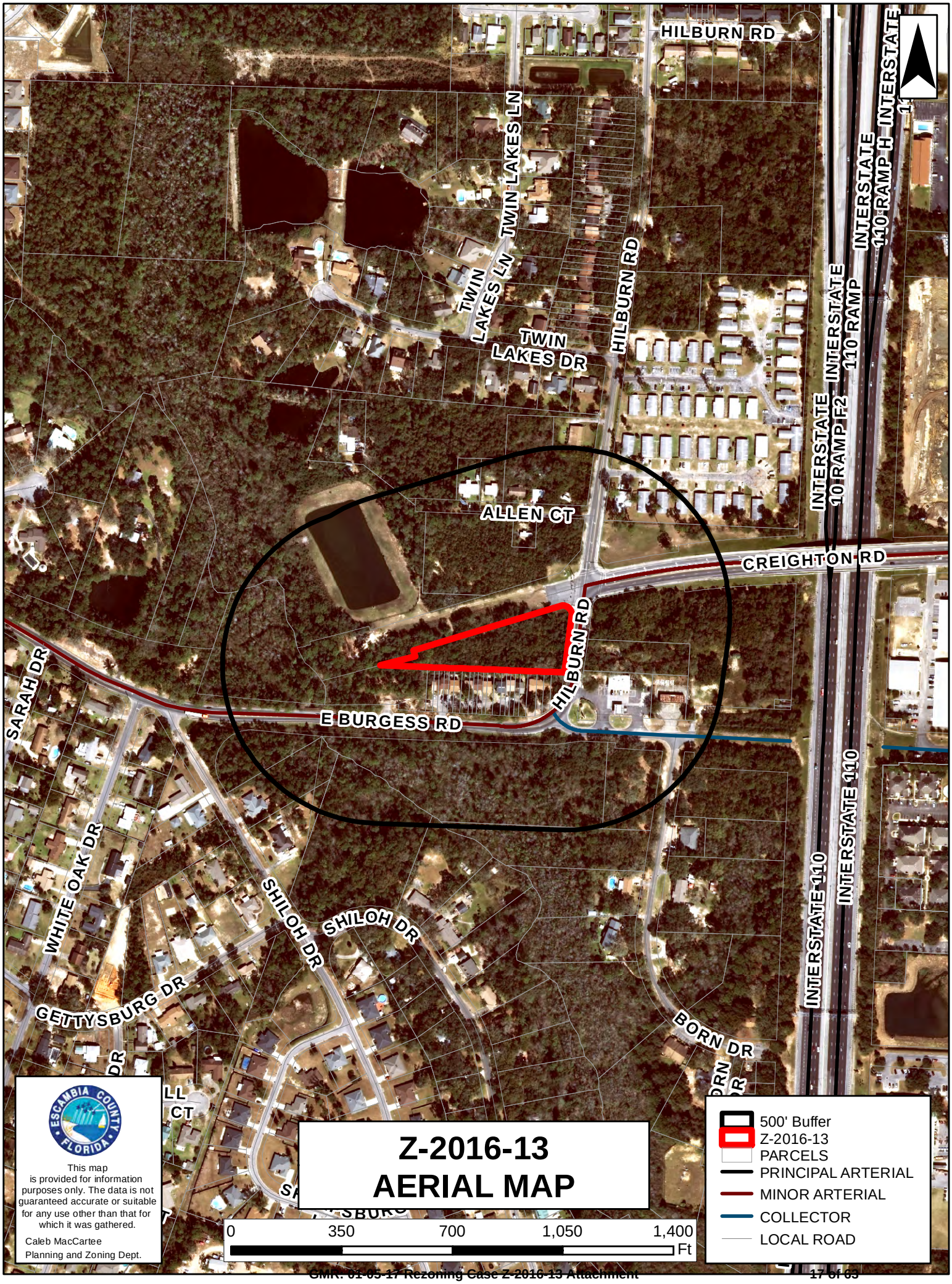


Z-2016-13
EXISTING LAND USE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INTERSTATE 110 RAMP
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ALLEN CT
CREIGHTON RD
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Z-2016-13
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Z-2016-13
PARCELS
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MINOR ARTERIAL
COLLECTOR
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ESCAMBIA COUNTY FLORIDA
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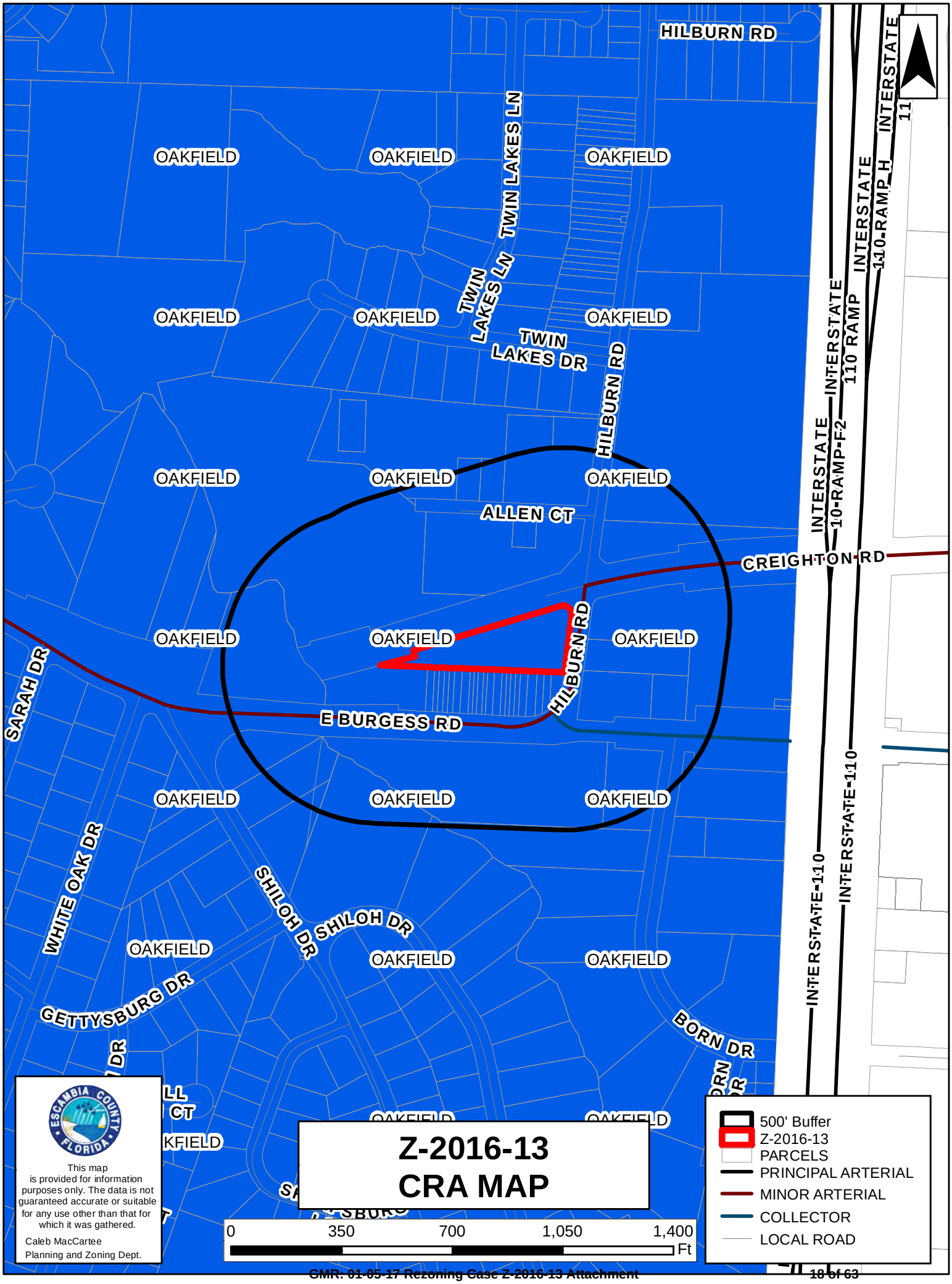
Planning and Zoning Dept.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TWIN LAKES LN
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HILBURN RD
INTERSTATE 110-RAMP_H
INTERSTATE 110 RAMP
INTERSTATE 10-RAMP-F2
INTERSTATE-110
INTERSTATE-110
OAKFIELD
ALLEN CT
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SARAH DR
WHITE OAK DR
SHILOH DR
SHILOH DR
GETTYSBURG DR
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Z-2016-13
PARCELS
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Caleb MacCartee
Planning and Zoning Dept.

Public Notice Sign

Looking West onto Site

Looking Northwest from Site

Looking North from Site along Hilburn Road

Looking East from Site across Hilburn Road

Looking Southeast from Site across Hilburn Road

Looking South along Hilburn Road

Wiley C. "Buddy" Page, MPA, APA
PROFESSIONAL GROWTH MANAGEMENT SERVICES. LLC
5337 Hamilton Lane • Pace, Florida 32571
CELL (850) 232-9853
budpage I©att net

October 27, 2016
VIA HAND DELIVERY

Mr. Horace Jones, Director
Development Services Department
1363 Park Place Central Complex
Pensacola, Florida 32505

RE: Rezoning Application Request 6013 Hilburn Road
Property Parcel 29-1S-30-1504-000-000
Request: HDR to Com.

Dear Mr. Jones:

Please find our attached application package requesting Planning Board consideration to change the referenced property zoning category from HDR to Com commercial. The property is located at the southwest corner of Hilburn Road and Creighton Road just west of I-110 and University Mall.

Creighton Road serves as an east west traffic corridor for traffic leaving the University Mall area and all west bound traffic passes in front of this property. FDOT has counted some 9,500 trips per day at this property (see attached FDOT map) in large part due to the close proximity to the mall, suggesting that it meets location criteria requirements.

This request is consistent with provisions within the Comprehensive Plan and the Land Development Code. The existing FLU of Mixed Use Urban allows Commercial zoning.

The requested Commercial category will be compatible with surrounding existing zoning including Commercial to the east and north and west HDR on both the north and south sides of the property.

No changed conditions were observed in the area, and the property is largely high and dry suggesting development will have little or no effect on the natural environment. Existing development patterns contain a mixture or zoning categories and uses suggesting the requested Commercial classification will be consistent with existing development patterns.

Please contact me if you require additional information.

Sincerely yours,

Wiley C."Buddy" Page

4. **Please complete the following Forms: Concurrency Determination Acknowledgement and Affidavit of Owner/Limited Power of Attorney (if applicable).**

CONCURRENCY DETERMINATION ACKNOWLEDGMENT

Property Reference Number(s): 291S301504000000

Property Address: 6013 Hilburn Road Pensacola, FL.

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 12th DAY OF August, YEAR OF 2016.

Shaun Romero	Shaun Romero	8-12-16
Signature of Property Owner	Printed Name of Property Owner	Date
Signature of Property Owner	Printed Name of Property Owner	Date

AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

(if applicable)

As owner of the property located at 6013 Hilburn Rd. Pensacola, Florida, property reference number(s) 291530-1504-000-000 I hereby designate Wiley Page (Professional Growth Management) for the sole purpose of completing this application and making a presentation to the Planning Board and the Board of County Commissioners to request a rezoning on the above referenced property. This Limited Power of Attorney is granted on this 12th day of Aug. the year of, 2016, and is effective until the Board of County Commissioners or the Board of Adjustment has rendered a decision on this request and any appeal period has expired. The owner reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice to the Development Services Bureau.

Agent Name: Wiley Page Email: budpage1@att.net
Address: 5337 Hamilton Lane - Pace, FL 32571 Phone: 850-232-9853

Shaun Romero	Shaun Romero	8-12-16
Signature of Property Owner	Printed Name of Property Owner	Date
Signature of Property Owner	Printed Name of Property Owner	Date

STATE OF La COUNTY OF Escambia
The foregoing instrument was acknowledged before me this 12 day of aug 20 16,
by Shaun Romero.
Personally Known ☐ OR Produced Identification☐. Type of Identification Produced: driver's license

	James W. Schwing, Sr
Signature of Notary	Printed Name of Notary

(Notary Seal) JAMES W. SCHWING, SR. NOTARY PUBLIC LA BAR ROLL NO. 11860 NOTARY I.D. NO. 35913

JAMES W. SCHWING, SR. NOTARY PUBLIC LA BAR ROLL NO. 11860 NOTARY I.D. NO. 35913

5. Submittal Requirements

A. _____ Completed application: All applicable areas of the application shall be filled in and submitted to the Planning and Zoning Department, 3363 West Park Place, Pensacola, FL 32505.

B. _____ Application Fees: To view fees visit the website: http://myescambia.com/business/ds/planning-board or contact us at 595-3547

Note: Fees include all notices and advertisements required for the public hearing and a $5 technical fee. Payments must be submitted prior to 3 pm of the closing date of acceptance of application. Please make checks payable to Escambia County. MasterCard and Visa are also accepted.

C. _____ Legal Proof of Ownership (ex: copy of Tax Notice or Warranty Deed) **AND** a Certified Boundary Survey (Include Corporation/LLC documentation if applicable.)

D. _____ Compatibility Analysis (if applicable): If the subject property does not meet the roadway requirements of Locational Criteria, a compatibility analysis prepared by the applicant is required to provide substantial evidence of unique circumstances regarding the parcel or use that were not anticipated by the alternative criteria. (See "Documented Compatibility" within the request zoning district of the LDC.)

E. _____ Signed and Notarized Affidavit of Owner/Limited Power of Attorney AND Concurrency Determination Acknowledgement (pages 4 and 5).

By my signature, I hereby certify that:

1) I am duly qualified as owner(s) or authorized agent to make such application, this application is of my own choosing, and staff has explained all procedures relating to this request; and

2) All information given is accurate to the best of my knowledge and belief, and I understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application; and

3) I understand that there are no guarantees as to the outcome of this request, and that the application fee is non-refundable; and

4) I authorize County staff to enter upon the property referenced herein at any reasonable time for purposes of site inspection and authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County staff; and

5) I am aware that Public Hearing notices (legal ad and/or postcards) for the request shall be provided by the Development Services Bureau.

Signature of Owner/Agent	Printed Name Owner/Agent	Date
Signature of Owner	Printed Name of Owner: Shaun Romero	Date: 8-12-16

STATE OF La COUNTY OF Allen The foregoing instrument was acknowledged before me this 15 day of Aug 20 16, by Shaun Romero.

Personally Known ☐ OR Produced Identification . Type of Identification Produced: driver's license

JAMES W. SCHWING, SR.
NOTARY PUBLIC
LA BAR ROLL NO. 11860
NOTARY I.D. NO. 35913

Signature of Notary — Printed Name of Notary: James W Schwing Sr — (notary seal)

ESCAMBIA COUNTY TAX COLLECTOR **2015 Real Estate** NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

ACCOUNT NUMBER	ESCROW CD	ASSESSED VALUE	MILLAGE CODE	PROPERTY REFERENCE NUMBER
03-2080-600		See Below	06	291S30-1504-000-000

2015 Real Estate 0118947.0000

OFFICE (850) 438-650 Ext. 3252

6013 HILBURN RD
BEG AT NE COR OF LT 3 S 88 DEG
29 MIN 00 SEC W 830 FT TO W R/W
LI HILBURN RD S 4 DEG 27 MIN 00
See Tax Roll for extra legal.

S - 043529 / 004772 1-103858 JM895476
ROMERO SHAUN
PO BOX 9822
NEW IBERIA LA 70562-8822

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE AMOUNT	TAXES LEVIED
COUNTY	6.6165	123,500		123,500	817.14
PUBLIC SCHOOLS					
By Local Board	2.1140	123,500		123,500	261.08
By State Law	4.9990	123,500		123,500	617.38
WATER MANAGEMENT	0.0378	123,500		123,500	4.67
SHERIFF	0.6850	123,500		123,500	84.60
M.S.T.U. LIBRARY	0.3590	123,500		123,500	44.34

RETAIN THIS PORTION FOR YOUR RECORDS

ESCAMBIA COUNTY TAX COLLECTOR * P.O. BOX 1312 * PENSACOLA, FL 32591-1312

TOTAL MILLAGE 14.8113 AD VALOREM TAXES 1829.21

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	RATE	AMOUNT
FIRE		12.13

Pd 8-8-15

PLEASE PAY ONE AMOUNT SHOWN IN YELLOW SHADED AREA

QUESTIONS ON ITEMS IN THIS SECTION ONLY, CALL (850) 595-4960

NON-AD VALOREM ASSESSMENTS 12.13

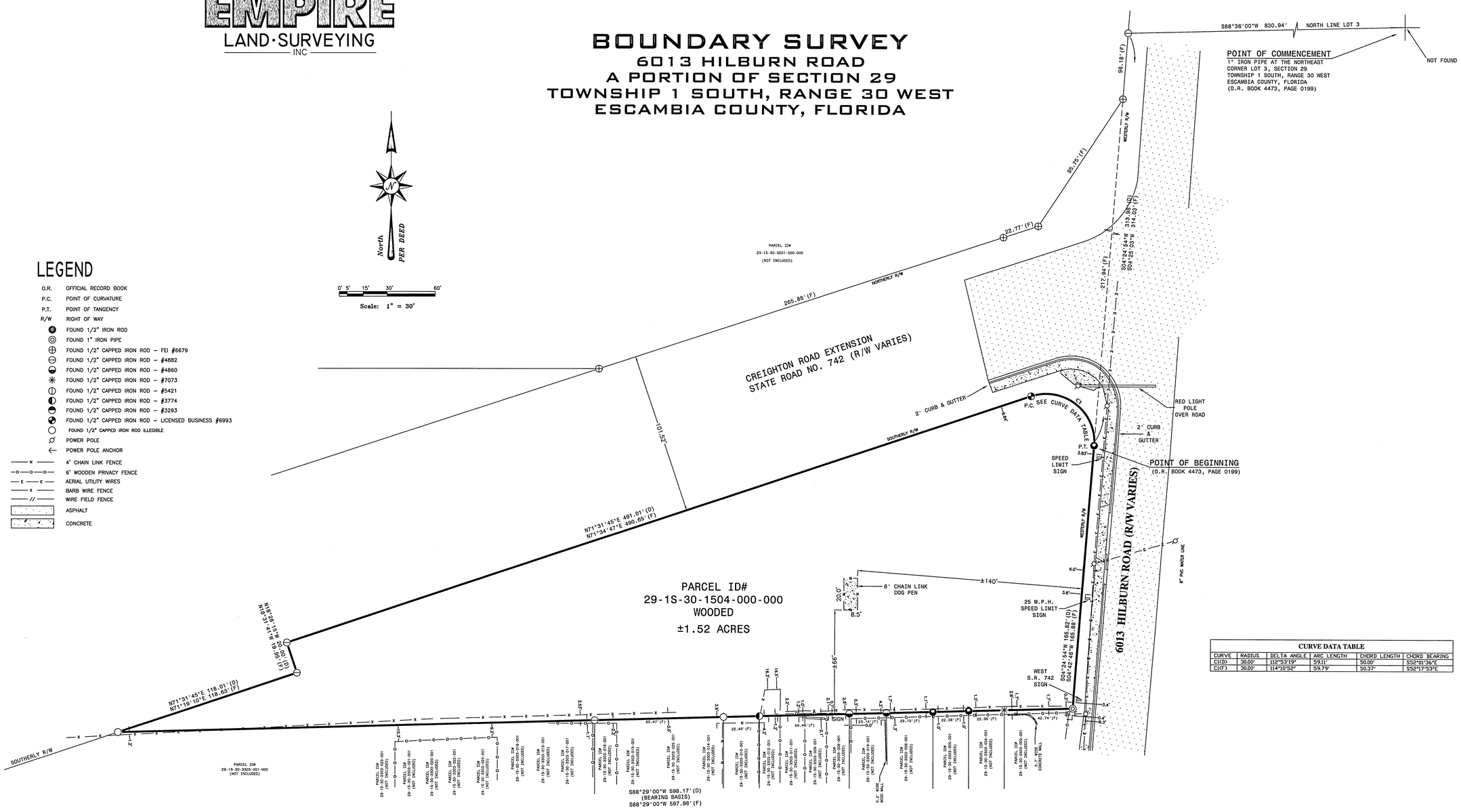
OMBINED TAXES AND ASSESSMENTS 1841.34 PAY ONE AMOUNT See reverse side for important information

Nov 30 2015	Dec 31 2015	Jan 31 2016	Feb 29 2016	Mar 31 2016	Apr 30 2016
$ 1767.69	$ 1786.10	$ 1804.51	$ 1822.93	$ 1841.34	$ 1896.58

AMOUNT DUE IF PAID BY

EMPIRE
LAND·SURVEYING
INC

BOUNDARY SURVEY
6013 HILBURN ROAD
A PORTION OF SECTION 29
TOWNSHIP 1 SOUTH, RANGE 30 WEST
ESCAMBIA COUNTY, FLORIDA



CURVE DATA TABLE					
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1(D)	30.00'	112°53'19"	59.11'	50.00'	S52°01'36"E
C1(F)	30.00'	114°10'52"	59.79'	50.37'	S52°17'53"E

LEGAL DESCRIPTION (A PORTION OF O.R. BOOK 4473, PAGE 0199)

PARCEL "A"

COMMENCE AT A 1" IRON PIPE MARKING THE NORTHEAST CORNER OF LOT 3, SECTION 29, TOWBSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 88 DEGREES 36 MINUTES 00 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 3 A DISTANCE OF 830.94 FEET TO THE MONUMENTED WESTERLY RIGHT-OF-WAY LINE OF HILBURN ROAD (R/W VARIES); THENCE GO SOUTH 04 DEGREES 24 MINUTES 54 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 313.98 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 04 DEGREES 24 MINUTES 54 SECONDS WEST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 165.82 FEET TO THE MONUMENTED SOUTHEAST CORNER OF OFFICIAL RECORD BOOK 1971, PAGE 235; THENCE DEPARTING THE AFORESAID WESTERLY RIGHT-OF-WAY LINE OF HILBURN ROAD GO SOUTH 88 DEGREES 29 MINUTES 00 SECONDS WEST ALONG THE MONUMENTED SOUTH LINE OF SAID OFFICIAL RECORD BOOK 1971, PAGE 235, A DISTANCE OF 598.17 FEET TO A POINT LYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 742 (R/W VARIES); THENCE GO NORTH 71 DEGREES 31 MINUTES 45 SECONDS EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY A DISTANCE OF 118.01 FEET; THENCE GO NORTH 18 DEGREES 28 MINUTES 15 SECONDS WEST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 20.00 FEET; THENCE GO NORTH 71 DEGREES 31 MINUTES 45 SECONDS EAST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 491.01 FEET TO A POINT OF CURVATURE, SAID CURVE BEING CONCAVE SOUTHERLY AND HAVING A RADIUS OF 30.00 FEET,(DELTA = 112 DEGREES 53 MINUTES 19 SECONDS, CHORD BEARING = SOUTH 52 DEGREES 01 MINUTES 36 SECONDS EAST, CHORD DISTANCE = 50.00 FEET); THENCE GO SOUTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 59.11 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN SECTION 29, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.

THE UNDERSIGNED CLIENT(S) ACKNOWLEDGE RECEIPT AND ACCEPTANCE OF THIS SURVEY:

SHAUN M. ROMERO

THE PURPOSE OF THIS SURVEY IS FOR TITLE TRANSACTION AND ITS ACCOMPANYING MORTGAGE. THIS MAP IS CERTIFIED AS MEETING THE FLORIDA MINIMUM TECHNICAL STANDARDS TO THE FOLLOWING AND IS FOR THE BENEFIT OF ONLY THE FOLLOWING LISTED CLIENT(S), AGENT(S)

SHAUN M. ROMERO

CLIENT ROMERO

BEARING BASIS SOUTH PROPERTY LINE S88°29'00"W (D)

SOURCE OF INFORMATION:
FIELD EVIDENCE
DEED OF RECORD
PLAT RECORDED IN:
PRIOR SURVEYS/DRAWINGS

Deed and Actual Field Measurement = (F); Plat = (P)
meet the standards required in the appropriate land area.
not abstracted by this firm for ownership, easements,
restrictions that may be found in the Public Records of said County.

TYPE OF SURVEY: BOUNDARY AND IMPROVEMENTS

GENERAL NOTES:
1. Fence locations as drawn are not to scale.
2. Jurisdiction (Wetlands) boundary lines not located unless shown on drawing.
3. Footings, foundations, or any other subsurface structures were not located unless otherwise noted.
4. All bearings and/or angles and distances are Deed and Actual unless otherwise noted: Deed = (D); Actual Field Measurement = (F); Plat = (P)
5. All measurements were made in accordance with United States standards. The accuracy shown meet the standards required in the appropriate land area.
6. No Title Search of the Public Records has been performed by this firm and lands shown hereon were not abstracted by this firm for ownership, easements, or rights-of-ways. The parcel shown hereon may be subject to setbacks, easements, zoning and restrictions that may be found in the Public Records of said County.

NOT VALID WITHOUT THE ORIGINAL BLUE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

EMPIRE LAND SURVEYING, INC.
PROFESSIONAL LAND SURVEYING ◆ SERVING NORTHWEST FLORIDA
8720 N. PALAFOX STREET, PENSACOLA, FLORIDA 32534
PHONE: 850-477-3745--FAX: 850-477-3705
LICENSED BUSINESS #6993, STATE OF FLORIDA

REVISIONS	FIELD BOOK	DATE
1.) BOUNDARY & IMPROVEMENTS	176/32	10/18/16

ENCROACHMENTS: FENCES

SURVEYORS CERTIFICATE

I HEREBY CERTIFY: THAT THE SURVEY SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF THE LAND SURVEYED; THAT THIS SURVEY WAS COMPLETED UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT THIS SURVEY MEETS OR EXCEEDS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY RULE 61G17 FLORIDA ADMINISTRATIVE CODE; THAT THIS SURVEY ALSO COMPLIES WITH CHAPTERS 177 AND 472 FLORIDA STATUTES.

OCTOBER 27, 2016 LELAND M. EMPIE, P.S.M.
PROFESSIONAL SURVEYOR AND MAPPER, NO. 5766, STATE OF FLORIDA DATE

SCALE:	1"= 30'
FIELD DATE:	08/02/06
ORDER NO:	382-06-1
FIELD BOOK:	96/44-46,48-50
AND DATA COLLECTED	

C:\Ken's Survey Drawings(2)\382-06-1.dwg, 11/3/2016 5:15:47 PM

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

INTEROFFICE MEMORANDUM

TO: Andrew Holmer, Development Services Manager
Development Services Department

FROM: Tommy Brown, Transportation Planner
Transportation & Traffic Operations Division

THRU: David Forte, Division Manager
Transportation & Traffic Operations Division

DATE: November 9, 2016

RE: Transportation & Traffic Operations (TTO) Comments

TTO Staff has reviewed the agenda for the upcoming Planning Board meeting scheduled for December 6, 2016. Please see staff comments below:

- Z-2016-13 – Burgess Rd is currently programmed for right-of-way acquisition in the FL-AL Long Range Transportation Plan. Existing right-of-way is sufficient for the proposed four lane expansion of Burgess Rd.

Please note that TTO's review is solely based off the application submittal packet, so the comments above hold no bearing on future TTO comments during the Development Review process.

cc: Horace Jones, Development Services Department Director
Joy Blackmon, P.E., Public Works Department Director
Colby Brown, P.E., Public Works Department Deputy Director

COOGLE SHARON BROWN 50%
1142 HARRISON AVE
GULF BREEZE, FL 32563

SIMON PROPERTY GROUP L P
PO BOX 6120
INDIANAPOLIS, IN 46206

ESCAMBIA COUNTY
221 PALAFOX PL STE 420
PENSACOLA, FL 32502

MILLER GERALD M & CLARA
102 GETTYSBURG DR
PENSACOLA, FL 32503

PERRY RICHARD L
PO BOX 9183
PENSACOLA, FL 32513

MANN DOUGLAS L
109 GETTYSBURG DR
PENSACOLA, FL 32503

FUSSELL CAROL JEAN
110 SAVANNAH ST
PENSACOLA, FL 32503

MILLER MATTHEW L
111 SOUTHERN ST
PENSACOLA, FL 32503

PARSLEY RUSSEL E & MARY E
112 SOUTHERN ST
PENSACOLA, FL 32503

BUSCH GEORGE R &
113 SOUTHERN ST
PENSACOLA, FL 32503

RIVERWALK CONDOMINIUM ASSOCIATION INC
4400 BAYOU BLVD # 35
PENSACOLA, FL 32503

SCOTT CITY LLC
905 LARGO DR
GULF BREEZE, FL 32561

T L C PROPERTIES INC
1401 N TARRAGONA ST
PENSACOLA, FL 32501

CRISTOFOLETTI VICTOR
105 GETTYSBURG DR
PENSACOLA, FL 32503

KOVTUN VICTOR & GALINA
107 SAVANNAH ST
PENSACOLA, FL 32503

HAUSFELD DAMON J & TRACY M
6306 ANTIETAM DR
PENSACOLA, FL 32503

REINEKE MERCEDES O
110 SOUTHERN ST
PENSACOLA, FL 32503

SHEFFIELD GLENN H & CYNTHIA G
112 GETTYSBURG DR
PENSACOLA, FL 32503

ESTHER EMPORIUM REAL ESTATE LLC
406 LA RUA LNDG
PENSACOLA, FL 32501

SHANNON CARLOS R & JUDY C
114 GETTYSBURG DR
PENSACOLA, FL 32503

AMMONS WILLIAM S & TATUM
89 MEIGS DR
SHALIMAR, FL 32579

BRENTWOOD HOMEOWNERS ASSOCIATION
8680 SCENIC HWY BOX 18
PENSACOLA, FL 32514

ROBIN'S RIDGE HOMEOWNERS ASSOCIATION
4400 BAYOU BLVD STE 35
PENSACOLA, FL 32503

MARTI DEBBIE C
106 SAVANNAH ST
PENSACOLA, FL 32503

EVANS CLINIECE ELAINE
108 GETTSBURG DR
PENSACOLA, FL 32503

MOORE DEBRA GALE &
110 GETTYSBURG DR
PENSACOLA, FL 32503

LOWERY JIMMY C & CLARICE
104 SOUTHERN ST
PENSACOLA, FL 32503

WILLIAMS BELIE B &
505 JAMES RIVER RD
GULF BREEZE, FL 32561

HARRIS JAMES W & RACHEL S
113 SAVANNAH ST
PENSACOLA, FL 32503

WARE JOHN C & NADINE S
114 SAVANNAH ST
PENSACOLA, FL 32503

RICKMON JUANITA C TRUSTEE FOR RICKMON JAMES &
114 SOUTHERN ST
PENSACOLA, FL 32503

KIGHT JAMES & DALE S
116 GETTYSBURG DR
PENSACOLA, FL 32503

BENTON VIVIAN LEE
528 EVENTIDE DR
GULF BREEZE, FL 32561

FERGUSON BURR JR &
778 STAPLEFORD TRL
PRATTVILLE, AL 36066

PALMER TROY L
240 STARS HOLLOW DRIVE
FRANKLIN, NC 28734

HASKINS BONNIE R
1416 AGGIE WAY
PENSACOLA, FL 32504

KENNEY CHRISTOPHER D &
1421 AGGIE WAY
PENSACOLA, FL 32504

GREENE PAULA S
1428 AGGIE WAY
PENSACOLA, FL 32504

GULLEY CINDY
169 HILBURN CT
PENSACOLA, FL 32504

CORDOVA COMMUNITY FACILITIES CORP
205 BROOKS ST STE 201
FORT WALTON BEACH, FL 32548

MIKHCHI MEHDI H
6230 N PALAFOX ST
PENSACOLA, FL 32503

LUKOWSKI JOHN H & CAROL S
116 SAVANNAH ST
PENSACOLA, FL 32503

MILLER ANTHONY C & JANET M
1400 AGGIE WAY
PENSACOLA, FL 32504

HUNT TOD & ELIZABETH
1405 AGGIE WAY
PENSACOLA, FL 32504

ROY VIRGINIA L
1411 AGGIE WAY
PENSACOLA, FL 32504

YOST GEORGE H II
1417 AGGIE WAY
PENSACOLA, FL 32504

STRAIN GORDON G
1424 AGGIE WAY
PENSACOLA, FL 32504

ROBBELOTH CHRISTOPHER M
1429 AGGIE WAY
PENSACOLA, FL 32504

MORRIS ROBERT C
173 HILBURN COURT
PENSACOLA, FL 32504

ROBINSON WILLIE P & LINDA D
201 GETTYSBURG DR
PENSACOLA, FL 32503-7526

WILLIAMS PATRICIA T
115 SAVANNAH DR
PENSACOLA, FL 32503

HOWELL ADRIAN & JULIA
117 GETTYSBURG DR
PENSACOLA, FL 32503

MEAGHER ROBERT J
5711 HOLMES DR
FARMINGTON, NM 87401

COWAN GABRIELA A
15 MILLARD CT
STERLING, VA 20165

CHARLEY CAROLYN A
1412 AGGIE WAY
PENSACOLA, FL 32504

TSAO LAURIE CAO HONG
11005 SALFORD DR
LAS VEGAS, NV 89144

ANDERSON CHARLES A
1425 AGGIE WAY
PENSACOLA, FL 32504

HUANG LARRY
2512 ROSEDOWN DR
CANTONMENT, FL 32533

FLORIDA STATE OF DEPT OF TRANSPORTATION
PO BOX 607
CHIPLEY, FL 32428

BARNES DOROTHY L
201 SOUTHERN ST
PENSACOLA, FL 32503

PHILLIPS MIKE
202 SOUTHERN DR
PENSACOLA, FL 32503

JERNIGAN JOHN C TRUSTEE
203 GETTYSBURG DR
PENSACOLA, FL 32503

CALHOUN JAMES SR & CARRIE D
204 GETTYSBURG DR
PENSACOLA, FL 32503

CHAPPELL ROBERT F &
204 ROYAL LN
PENSACOLA, FL 32503

HWANG BRIAN &
204 SOUTHERN DR
PENSACOLA, FL 32503

PATE JERRY TURF SUPPLY INC
301 SCHUBERT AVE
PENSACOLA, FL 32504

BARNETTE THOMAS H &
305 SHILOH DR
PENSACOLA, FL 32503

COREY CINDIE A
186 CARTER AVE SE
ATLANTA, GA 30317

LOUHIER ROBERT H JR & KATHERINE S
309 SHILOH DR
PENSACOLA, FL 32503

B&E HOLDINGS LLC
9030 WOODRUN DR
PENSACOLA, FL 32514

MCLEOD RICHARD D
311 BURGESS RD
PENSACOLA, FL 32503

BURNS DIANE M
311 SHILOH DR
PENSACOLA, FL 32503

BRUNSON ED JR
312 E BURGESS
PENSACOLA, FL 32503

US BANK TRUST NA TRUSTEE FOR
13801 WIRELESS WAY
OKLAHOMA CITY, OK 73134

MATHISEN GLEN & JOANNE &
2695 DANFORTH TERRACE
WEST PALM BEACH, FL 33414

MARTIN PAUL ERIK
6930 MARSHWOOD CT
COLORADO SPRINGS, CO 80918

BELVIN ERIC D
5418 CLOVER BASIN DR
LONGMONT, CO 80503

CUSHMAN ROBERT T JR &
318 HILBURN PL
PENSACOLA, FL 32504

NESTEL ANDREA L
321 HILBURN PL
PENSACOLA, FL 32504

THOMAS ROBERT B LIFE EST
324 HILBURN PL
PENSACOLA, FL 32504

EHMANN GEORGE
66 MELODY LANE
WESTBURY, NY 11590

YOKOFICH TRENTEN J
329 HILLBURN PL
PENSACOLA, FL 32504

GALITO ANNA G
330 HILBURN PL
PENSACOLA, FL 32504

WILLIAMS CAROLYN F
330 SHILOH DR
PENSACOLA, FL 32504

GREGORY DAVID A & CHERYL L
333 HILBURN PL
PENSACOLA, FL 32504

CREIGHTON NEVA W &
334 GETTYSBURG DR
PENSACOLA, FL 32503

MEISSNER ANDREA SUSAN
20891 MORINGSIDE DR
TRABUCO CANTON, CA 92679

MILES DAVID SCOTT
337 HILBURN PL
PENSACOLA, FL 32504

JULIEN ARSENIO JAHMAAL
1215 BENNING PL
PENSACOLA, FL 32506

AUTHEMENT JOHN KEVIN
341 HILBURN PL
PENSACOLA, FL 32504

MCMILLAN ANGELA
1009 CREIGHTON RD
PENSACOLA, FL 32504

WHITSON JASON R
350 HILBURN PL
PENSACOLA, FL 32504

WHITE SHARMAYNE DENISE
PO BOX 2594
PENSACOLA, FL 32513

STEELE MICHAEL J
371 GETTYSBURG DR
PENSACOLA, FL 32503

CLOUD GERALD F & VICTORIA H
381 E BURGESS RD
PENSACOLA, FL 32503

LYNCH CHARLES & MARY
386 GETTYSBURG DR
PENSACOLA, FL 32503

KING ALAN D &
395 TREE SWALLOW DR
PENSACOLA, FL 32503

GRIFFIN EARL JR
399 TREE SWALLOW DR
PENSACOLA, FL 32503

SCHWARTZ HARRY H 1/4 INT &
1125 N SPRING ST
PENSACOLA, FL 32501

JAQUISH DAN
5720 NORTH W ST
PENSACOLA, FL 32505

ROBERSON SHARON
344 HILBURN PL
PENSACOLA, FL 32504

SIEGLER LEON J &
350 SHILOH DR
PENSACOLA, FL 32503

WALDROP ROBERT J
361 GETTYSBURG DR
PENSACOLA, FL 32503

ARNOLD EULA ELIZABETH
374 GETTYSBURG DR
PENSACOLA, FL 32503

TURNER RAMONIA
381 GETTYSBURG DR
PENSACOLA, FL 32503

DOUGLAS DIANA MARIE
391 TREE SWALLOW DR
PENSACOLA, FL 32503

NEAL BRIAN B & TAHYA L
460 LONG ACRE DR
BOSSIER CITY, LA 71111-8229

TCIP D LLC
1401 E BELMONT ST
PENSACOLA, FL 32501

WARD LAWRENCE R
14670 HWY 84
EVERGREEN, AL 36401

FRARY KEVIN M & MICHELE L
400 SHARPSBURG LOOP
PENSACOLA, FL 32503

CROSBY THOMAS R
350 E BURGESS RD
PENSACOLA, FL 32503

BROWN JOSEPH W & ESMER L
351 GETTYSBURG DR
PENSACOLA, FL 32503

STOKES CLARENCE H & ROSE M
364 GETTYSBURG DR
PENSACOLA, FL 32503

CROWE EDWARD H & LINDA V
380 E BURGESS RD
PENSACOLA, FL 32503

TUGGLE DOROTHY M
4627 CALLE VENTOSO
PENSACOLA, FL 32514

MURPHY CHRISTOPHER A
392 TREE SWALLOW DR
PENSACOLA, FL 32503

NCWPCS MPL 30 YEAR SITES TOWER HOLDINGS LLC
909 CHESTNUT ST RM 36 M 01
SAINT LOUIS, MO 63101

MERKERSON ALTON E & CYNTHIA
603 HILL RD
CLARKSVILLE, TN 37040

TWIN LAKES ESTATES
3028 HWY 297A
CANTONMENT, FL 32533

GREGORY EARL A JR LIFE EST &
401 SCHUBERT DR
PENSACOLA, FL 32504

BOOTH ANNETTE C
401 TWIN LAKES DR
PENSACOLA, FL 32504

BARNES DONNIE G TRUSTEE FOR
7388 SHELBY LN
PENSACOLA, FL 32526-9136

COX KENNETH D &
406 TREE SWALLOW DR
PENSACOLA, FL 32503

BOOKER PARHAM N JR
9752 QUAIL HOLLOW CT
PENSACOLA, FL 32514

RENEAU KIM V
413 SHARPSBURG LOOP
PENSACOLA, FL 32503

KING REGINALD &
414 TREE SWALLOW LN
PENSACOLA, FL 32503

BAUTER LARRY L & EDNA E
417 TWIN LAKES DR
PENSACOLA, FL 32504

ABRAHAM JOY &
419 SHARPSBURG LOOP
PENSACOLA, FL 32503

COFFIELD BARRY L
421 TWIN LAKES DR
PENSACOLA, FL 32504

PORTER MANUEL
425 TREE SWALLOW DR
PENSACOLA, FL 32503

SEELY RICHARD H &
402 TREE SWALLOW DR
PENSACOLA, FL 32503

TAYLOR ROBERT G
409 TWIN LAKES DR
PENSACOLA, FL 32504

FOXWORTH LAWRENCE R
406 TWIN LAKES DR
PENSACOLA, FL 32504

GUIDRY JOHN M
410 TWIN LAKES DR
PENSACOLA, FL 32504

STREETER DEREK L &
413 TREE SWALLOW DR
PENSACOLA, FL 32503

MARTIN HOYT W AND RUTH C
416 E SCHUBERT DR
PENSACOLA, FL 32504

FOUNTAIN ORDIERES A
418 TREE SWALLOW DR
PENSACOLA, FL 32503

LEFMANN SHERRI
420 SHARPSBURG LOOP
PENSACOLA, FL 32514

UC CHIEN THANG &
422 TREE SWALLOW DR
PENSACOLA, FL 32503

OWEN VICKI K
425 TWIN LAKES DR
PENSACOLA, FL 32504

GILBERT BRITTANY A
403 TREE SWALLOW DR
PENSACOLA, FL 32503

LEE EDDIE JR & MARSHA R
406 SHARPSBURG LOOP
PENSACOLA, FL 32503

COURSEN CYNTHIA L FOUNTAIN
407 SHARPSBURG LOOP
PENSACOLA, FL 32503

LEE MICHAEL A 2/3 INT &
413 SCHUBERT DR
PENSACOLA, FL 32504-6960

JONES LAWRENCE C JR
413 TWIN LAKES DR
PENSACOLA, FL 32503

COOK BRANDON
417 TREE SWALLOW DR
PENSACOLA, FL 32503

ADCOX ANDREW S &
2145 HARBORVIEW DR
SUMTER, SC 29153

GILMORE LONNIE H &
421 TREE SWALLOW DR
PENSACOLA, FL 32503

LUNT CLARK P
606 N MACDILL AVE
TAMPA, FL 33609

RICKARD MICHAEL T
426 E BURGESS RD
PENSACOLA, FL 32504

MCGLONE KEVIN T & JEANETTE C
4502 MARGARITAS WAY
ABILENE, TX 79606-6501

STEWART BARBARA J &
2745 CHICKERING RD
PENSACOLA, FL 32514

FRANKLIN FRED D
430 ALLEN CT
PENSACOLA, FL 32514

WALDEN MICHAEL W
4714 BRIDGEDALE RD
PENSACOLA, FL 32505

JENKINS MCKINLEY C
433 TREE SWALLOW DR
PENSACOLA, FL 32503

MCCLAIN PAUL L
6354 GAINES CT
PENSACOLA, FL 32503

SALTER KENNETH M &
437 TWIN LAKES DR
PENSACOLA, FL 32504

ARDT DIANA L
439 HILBURN LN
PENSACOLA, FL 32503

TRUONG ERIC &
1318 COUNTRYRIDGE PL
ORLANDO, FL 32835-8019

AUSTIN WILLIAM B
441 SHILOH DR
PENSACOLA, FL 32503

FOX MATTHEW D
426 TREE SWALLOW DR
PENSACOLA, FL 32503

AMOLE ADESIJI A &
429 TREE SWALLOW DR
PENSACOLA, FL 32503

SMITH STEVEN D &
430 EAST BURGESS ROAD
PENSACOLA, FL 32504

LIN CHIA TE & HYECHIN S
433 SHARPSBURG LOOP
PENSACOLA, FL 32503

KEENAN JAMES P & DIANA C TRUSTEES
433 TWIN LAKES DR
PENSACOLA, FL 32504

DALRYMPLE BOBBY
436 SHILOH DR
PENSACOLA, FL 32503

SCHENCK REBECCA S HOFFMAN
6308 JASON DR
MILTON, FL 32570

ROUTZAHN NANCY L TRUSTEE
439 SHARPSBURG LOOP
PENSACOLA, FL 32503

ALLEN BERRY R
441 ALLEN CT
PENSACOLA, FL 32504

FILS GEORGIA M
441 TWIN LAKES DR
PENSACOLA, FL 32504

DULION LEON V III & NELL B
427 SHARPSBURG LOOP
PENSACOLA, FL 32503

PIERCE ROSEANNA
5536 TUCKER CIR
MILTON, FL 32571-1397

SLAY TERRI G
431 SHILOH DR
PENSACOLA, FL 32503

GALECKI BENJAMIN E
433 SHILOH DR
PENSACOLA, FL 32503

SLADE JAMES B IV
3125 WATERVIEW DR
MILTON, FL 32583

UMSTEAD MICHAEL W
437 HILBURN LN
PENSACOLA, FL 32504

BOBE BALDWIN
3323 BAYOU BLVD
PENSACOLA, FL 32503

SARDAM MOSHE
440 E BURGESS RD
PENSACOLA, FL 32504

HAMMOND JULIUS L & LARISSA
441 HILBURN LN
PENSACOLA, FL 32504

BROOKS JANICE MARIE
911 J E BOYD LN
PENSACOLA, FL 32534

U AND A REAL ESTATE LLC
6400 LONG ST #31
PENSACOLA, FL 32504

VESTER JOHN G JR
445 SHARPSBURG LOOP
PENSACOLA, FL 32503

REID DANIEL D & LORNA M
293 STORER AVE
AKRON, OH 44302

GIGGEY SARAH E
450 E BURGESS RD
PENSACOLA, FL 32504

SOCHER YOTAM
452 E BURGESS RD
PENSACOLA, FL 32504

CHARLES BENJAMIN J
457 SHARPSBURG LP
PENSACOLA, FL 32503

MCLENDON CAROLYN C
PO BOX 10362
PENSACOLA, FL 32524-0362

HUBBARD ROBERT L & KATHY K
1401 E GADSDEN ST
PENSACOLA, FL 32501

ONDERDONK KIRK N
464 SHILOH DR
PENSACOLA, FL 32503

CRANE CLEO D &
468 ALLEN CT
PENSACOLA, FL 32504

MAINA WILSON M
444 SHILOH DR
PENSACOLA, FL 32503

PENSACOLA HOMES FOR LESS LLC
6400 LONG STREET SUITE 31
PENSACOLA, FL 32504

BARNHART DAVID
9337 PLUMIERA PL
PENSACOLA, FL 32526

SUNBELT HOTEL ENTERPRISES INC
345 PARK AVE
NEW YORK, NY 10154

WALDEN MICHAEL W &
455 SHILOH DR
PENSACOLA, FL 32503

HOLYFIELD YOKO Y
458 E BURGESS RD
PENSACOLA, FL 32504

NGUYEN PAUL
PO BOX 11245
PENSACOLA, FL 32524

BARRETT MICHAEL S & JENNIFER L
5730 SPARKELBERRY LN
PENSACOLA, FL 32526

CARR DAVID
5402 BLUE DOG RD
PANAMA CITY, FL 32404

BEASLEY JAMES B D &
468 SHILOH DR
PENSACOLA, FL 32503

LEE THOMAS & DEBRA K
445 HILBURN LN
PENSACOLA, FL 32504

MEDVE MARTIN S
913 GULF BREEZE PKWY ST # 23
GULF BREEZE, FL 32561

GENDREAU KWAI CHUN
449 HILBURN LN
PENSACOLA, FL 32504

MCCANTS EDNA
451 SHARPSBURG LOOP
PENSACOLA, FL 32503

YCY HOLDINGS LLC
6400 LONG ST STE 31
PENSACOLA, FL 32504

LEWIS ADRIANA M
458 SHARPSBURG LOOP
PENSACOLA, FL 32503

HARRIS DONALD W JR
462 SHILOH DR
PENSACOLA, FL 32503

OUSLEY TERRY L
464 SHARPSBURG LOOP
PENSACOLA, FL 32503

TUGWELL VIRGINIA JOHNSON
466 SHILOH DR
PENSACOLA, FL 32503

OBERTO JENNA
469 SHARPSBURG LOOP
PENSACOLA, FL 32503

WEYELS MARTHA E
472 ALLEN CT
PENSACOLA, FL 32504

COX JASON
475 SHARPSBURG LOOP
PENSACOLA, FL 32503

CLARK JOHN D
481 SHARPSBURG LOOP
PENSACOLA, FL 32503

SWINNEY JAMES R & DARYL LEE
5977 BORN DR
PENSACOLA, FL 32504

COSTELLO WILL G & SUSAN M
809 N BRINTON AVE
DIXON, IL 61021

NAGEM JOEY
3321 HOLT CIR
PENSACOLA, FL 32526

MANZANET JOHN
3361 TOMPKINS ST
PENSACOLA, FL 32504

KOPEC JOHN A
281 W WIEUCA RD NE
ATLANTA, GA 30342

BROWN SCOTT A & LINDA WADE
2332 ARRIVISTE CIR
PENSACOLA, FL 32504

BILES LINDA L
501 E BURGESS RD # C4
PENSACOLA, FL 32504

CIRCLE K STORES INC
STE M 25 WEST CEDAR ST
PENSACOLA, FL 32502

HUGGINS DENNIS & LINDA
480 SHARPSBURG LOOP
PENSACOLA, FL 32503

GIROD CHRISTOPHER B
485 SHILOH DR
PENSACOLA, FL 32503

T B B G INVESTORS INC
PO BOX 472
CENTURY, FL 32535

SHAO JANE Y J TRUSTEE
6021 CHAPMAN CIR
PENSACOLA, FL 32504

SHAO SHANE &
6051 OTTER POINTE RD
PENSACOLA, FL 32504

HUANG SYOU-YEN &
501 E BURGESS RD B5
PENSACOLA, FL 32504

HERR MARSHALL F JR
501 E BURGESS RD # C10
PENSACOLA, FL 32504

FADDIS THORUNN H &
1071 KELTON BLVD
GULF BREEZE, FL 32563

ROSAS MORGAN J & KELLY
114 MCBRIDE LN
CEDAR PARK, TX 78613

PATTON CHRISTOPHER D & TAMI G
457 NIMITZ RD
KAILUA, HI 96734

APPLE TEN HOSPITALITY OWNERSHIP INC
814 E MAIN ST
RICHMOND, VA 23219

NF II/CI PENSACOLA LLC
3424 PEACHTREE ROAD NE 2000 MONARCH TOWER
ATLANTA, GA 30326

CARLTON LOREN DANIEL &
500 SHILOH DR
PENSACOLA, FL 32503

COLLEY KALAY
501 E BURGESS RD A3
PENSACOLA, FL 32504

PUENTE EDUARDO & XIMENA
3550 CARABELA LN
PACE, FL 32571

KHULLAR HELENE M &
1404 RIDGEWOOD DR
LILLIAN, AL 36549

THOMAS LORI D TRUSTEE FOR THOMAS LORI D
2685 E LONGHORN PL
CHANDLER, AZ 85286

BONNER DARRYL D & LYNDA G
4513 SEA VISTA CT
GULF BREEZE, FL 32563

MCCALLUM JANA
3663 BEHRMAN PL APT 13
NEW ORLEANS, LA 70114

MCGEE MANIE
PO BOX 506
DEMOPOLIS, AL 36732

BONNER MARCUS R &
4513 SEA VISTA CT
GULF BREEZE, FL 32563

DOWNEY DAVID J
696 RIVER ST
HAVERHILL, MA 1832

ERSKINE AARON M
5611 JONES ST
MILTON, FL 32570-2324

COSTELLO PAUL &
3341 DUNNING DR
PACE, FL 32571

TANAKA GENZO & MIKIKO
11773 GRAZING BUCK LN
TALLAHASSEE, FL 32317-8175

BAILOR SHAWN L
501 E BURGESS RD # G-10
PENSACOLA, FL 32504

MCCRANEY JOHN M &
501 E BURGESS RD # G2
PENSACOLA, FL 32504

RHODES JEANNETTE T
501 E BURGESS RD # G5
PENSACOLA, FL 32504

JOSEY MATTHEW &
501 E BURGESS RD # G8
PENSACOLA, FL 32504

CAGLE JAMES M TRUSTEE
PO BOX 10161
PENSACOLA, FL 32524-0161

SEAGO CATHY A
9244 BELL RIDGE DR
PENSACOLA, FL 32514

ATRIAL SYSTEMS LLC
3063 PELICAN LN
PENSACOLA, FL 32514

ALLSOP GARY R
501 EAST BURGESS RD # D8
PENSACOLA, FL 32504

COMBS MARY L
4913 PENNECOTT WAY
WESLEY CHAPEL, FL 33544-1803

EDDINS WILLIAM E &
4100 N CAMBRIDGE WAY
MILTON, FL 32571-7368

GOLANKA STANLEY R &
2017 HESPERIA WAY
PENSACOLA, FL 32505

HAGE MICHAEL C
5650 SWEET BIRCH LN
MILTON, FL 32583

STOLIC ELSIE A
380 ROBIN HOOD DR
YARDLEY, PA 19067

PACE GLORIA J
501 E BURGESS RD # G9
PENSACOLA, FL 32504

FORTI JOHN G & BRENDA B
PO BOX 477
DALEVILLE, AL 36322

SEAGO CATHY J
9244 BELL RIDGE DR
PENSACOLA, FL 32526

ECHOLS DENNIS J JR
1020 BUSHWOOD DR
CANTONMENT, FL 32533-6404

MOORMAN STARLON R III
3548 RIDDICK DR
PENSACOLA, FL 32504-4450

AMERINE DENVER
501 E BURGESS RD E7
PENSACOLA, FL 32504

DEANGELO JOHN & SUSAN
11029 RETRATO CT
SAN DIEGO, CA 92124

NGUYEN LUYEN D & JENNY T
1515 STONECLIFF DR
MONROEVILLE, PA 15146

OWENS GARY M &
501 E BURGESS RD G4
PENSACOLA, FL 32504

HAGLER WILLIAM R
6305 PEACHTREE DUNWOODY RD
ATLANTA, GA 30328-4535

DE BARROS ANA AMARA
501 E BURGESS RD APT H-10
PENSACOLA, FL 32504

ROSAS JOSHUA DANIEL
501 E BURGESS RD APT H11
PENSACOLA, FL 32504

ROSAS MORGAN & PAULINE G
1014 CORONADO DR
GULF BREEZE, FL 32563

ZARAHAN EDWARD A TRUSTEE FOR
PO BOX 17105
PENSACOLA, FL 32527-7105

PARKER RONALD L LIFE EST &
511 SHILOH DR
PENSACOLA, FL 32503

LINDHEIM BRUCE L
522 SHILOH DR
PENSACOLA, FL 32503

HARPER DARRELL D &
534 SHILOH DR
PENSACOLA, FL 32503

WARDEN STEVEN M
541 SHILOH DR
PENSACOLA, FL 32503

GOLDHAGEN MARK & BETH
552 SHILOH DR
PENSACOLA, FL 32503

KOTCH NICHOLAS M
1245 COTTONWOOD AVE
STATE COLLEGE, PA 16801

FLEMING RYAN & KARI M
7856 FARR ST
DANIEL ISLAND, SC 29492

MASCARENHAS LUCIENE SABINO DE ARAUJO
501 E BURGESS RD H12
PENSACOLA, FL 32507

BURGESS MARK A & TRINA GAY
2116 BROAD ACRES CT
VIRGINIA BEACH, VA 23453

WESTERN GATE PROPERTIES INC
2268 LAVISTA AVE
PENSACOLA, FL 32504

JESSOP CHRISTOPHER
516 SHILOH DR
PENSACOLA, FL 32503

MANECKA TOMASZ & DOROTA
523 SHILOH DR
PENSACOLA, FL 32503

SUKHERA IRFAN H
535 SHILOH DR
PENSACOLA, FL 32503

BARNES SCOTT C
546 SHILOH DR
PENSACOLA, FL 32503

ORTIZ JUAN A & GAYLE
553 SHILOH DR
PENSACOLA, FL 32503

SMITH AARON & ERIN CALLAN
20000 OUTPOST POINT DR
TAMPA, FL 33647-3560

WOS PROPERTIES LLC
PO BOX 422
MILTON, FL 32572

DENNIS ARNOLD G
426 MILESTONE BLVD
CANTONMENT, FL 32533

EDDINS WILLIAM E
4100 N CAMBRIDGE WAY
PACE, FL 32571

SURGICAL SPECIALISTS LLC
5147 NORTH 9TH AVE STE 103
PENSACOLA, FL 32503

ADDIGA SRINIVAS R
517 SHILOH DR
PENSACOLA, FL 32503

BRUKE LESLIE &
41 VIA DE LUNA DR
PENSACOLA BEACH, FL 32561

CHEN ANDY &
540 SHILOH DR
PENSACOLA, FL 32503

VAN DEN BERG MONICA
547 SHILOH DR
PENSACOLA, FL 32503

SIMMONS MARROLYN LYNESSA
1933 STONEBRIAR DR APT 211
WESLEY CHAPEL, FL 33544

LEWIS JEANICE &
570 SHILOH DR
PENSACOLA, FL 32503

CBCC LLC
1800 MCFARLAND BLVD STE 110
TUSCALOOSA, AL 35406

THOMAS CRAIG A
581 SHILOH DR
PENSACOLA, FL 32503

HORTON FLOYD & DOROTHY C
5975 BORN DR
PENSACOLA, FL 32504

FITZI III LLC
1682 VIA DELUNA DR
PENSACOLA BEACH, FL 32561

TUCKER THERESA
5983 BORN DR
PENSACOLA, FL 32504

NGUYEN TRA &
6055 BORN CT
PENSACOLA, FL 32504

WILLS LOUIS E
6000 SARAH DR
PENSACOLA, FL 32504

MOULTRY CORNEILUS &
6002 SARAH DR
PENSACOLA, FL 32505

PENSACOLA HOMES 4 U LLC
6400 LONG STREET # 31
PENSACOLA, FL 32504

HEMPHILL BRUCE I
3901 NORTH 12TH AVE
PENSACOLA, FL 32503

FULFORD RICHARD C & SHARON A
402 BEAR DR
GULF BREEZE, FL 32561

PIPER DIANNE H
3828 GLEN PARK DR
LITHONIA, GA 30038

BEHN RICHARD
5976 BORN DR
PENSACOLA, FL 32504

MITCHELL DAVID B & BONNIE S
16787 PERDIDO KEY DR # E904
PENSACOLA, FL 32507

UNIVERSITY OFFICE LIMITED CO
600 UNIVERSITY OFFICE BLVD STE 10A
PENSACOLA, FL 32504

BRANTLEY DONALD S &
4139 LYRIC LN
PENSACOLA, FL 32514

WEAD ERIC D
6001 BORN CT
PENSACOLA, FL 32504

ROBINS NEST #1 LLC
117 MONARCH LN
PENSACOLA, FL 32503

FYM OF FL LLC
3179 LAKE SUZANNE RD
CANTONMENT, FL 32533

AMSOUTH BANK OF FLORIDA
70 N BAYLEN ST
PENSACOLA, FL 32501

DYER DWIGHT D & MARY M
13824 E BELLEWOOD DR
AURORA, CO 80015-1180

GULF COAST CHRISTIAN INC
590 E BURGESS RD
PENSACOLA, FL 32504

SANDERFER DARSHELL
5978 BORN DR
PENSACOLA, FL 32504

B & W LLC
15009 PLUM DR
URBANDALE, IA 50323

THORSEN CLARA E
1801 FOULIS DR
PENSACOLA, FL 32503

OAK KNOLLS ESTATES HOMEOWNERS ASSN INC
7788 LAWTON ST
PENSACOLA, FL 32514-6188

FAIRMAN PHILLIP W &
6001 SARAH DR
PENSACOLA, FL 32503

HORNE WILFORD M
6004 SARAH DR
PENSACOLA, FL 32503

WILLS SUSAN
309 SOUTH 61ST AVE
PENSACOLA, FL 32506

SHANNON SALLY ANN &
361 BROADTURN RD
SCARBOROUGH, ME 4074

WRIGHT MARY CHRISTINE LIFE EST
PO BOX 10817
PENSACOLA, FL 32524

CHRISTIAN MILDRED L
601 E BURGESS RD # A6
PENSACOLA, FL 32504

BOZEMAN JEREMY E
8904 BELLINGTON RD
PENSACOLA, FL 32534

DRAKE GLEN T &
2730 PEBBLE BEACH DR
NAVARRE, FL 32566

PRESLEY SARAH ANNE &
601 E BURGESS RD # B8
PENSACOLA, FL 32504

CANTON RENEA B
3529 RIVIERA-DU-CHIENE
MOBILE, AL 36693

MORRIS KAREN MCAFERTY
455 HERON VILLA LN
PENSACOLA, FL 32506

SCOFIELD CAROLE D
412 LANDING BLVD
INVERNESS, FL 34450-8003

WEBER JAMES M
601 E BURGESS RD # D7
PENSACOLA, FL 32504

CLARK ROBERT T & GLENDA
1111 PARK LN
GULF BREEZE, FL 32563

ADAMS RICK M
4885 ASTER ST
DAYS CREEK, OR 97428

FILLMORE WARREN M &
PO BOX 397
ORANGE BEACH, AL 36561

CELIBERTI FAMILY HOLDINGS LLLP
2219 S CENTRAL AVE
FLAGLER BEACH, FL 32136

ZITNIAK CHARLES P & HANNA K
601 E BURGESS RD # B5
PENSACOLA, FL 32504

FLYNN MICHAEL C
3730 LONGSHIP PL
ROCKY POINT, FL 33607

MIR SAIRA &
510 SCENIC CT
CRESTVIEW, FL 32539

SMITH H NEAL & PEGGY C
5754 VENTURA LN
PENSACOLA, FL 32526

CYN SOLUTIONS LLC
109 N PALAFOX ST
PENSACOLA, FL 32502

DYE KEN & LYNDA
7 RAINBOW FALLS DR
ORMOND BEACH, FL 32174

KRAMMEL MAX
601 E BURGESS RD UNIT E-4
PENSACOLA, FL 32504

PYLE SISTERS TRUST
159 CANOPY COVE
FREEPORT, FL 32439

ROGERS W DERALD
601 E BURGESS RD # A8
PENSACOLA, FL 32504

STRADER RUTH E
601 E BURGESS RD # B3
PENSACOLA, FL 32504

MCDONALD RAYMOND A
601 E BURGESS RD #B7
PENSACOLA, FL 32504

SOMMERS RICHARD L &
PO BOX 5072
ENGLEWOOD, FL 34224

SMITH BARON P
190 DANVILLE ST
CANTONMENT, FL 32533

SCHEIBE MELISSA ANN
601 E BURGESS RD D-2
PENSACOLA, FL 32504

WENZE IRA H II
601 E BURGESS RD # D6
PENSACOLA, FL 32504

BUMGARNER NANETTE S
110 DRUMMOND PL
NEW BERN, NC 28562

CHAMBERLAIN ETHEL
601 E BURGESS RD # F1
PENSACOLA, FL 32504

HOUSTON JENNIFER L
1114 WEYBRIDGE CIR
PELHAM, AL 35124

SCUDDER MICHAEL JAY
PO BOX 42000
MEMPHIS, TN 38174

LEMONS SHARON K
601 E BURGESS RD G1
PENSACOLA, FL 32504

KARRER ALLAN E
398 CITATION DR
CANTONMENT, FL 32533

TURNER TOMMY R
601 E BURGESS RD #G7
PENSACOLA, FL 32504

EUMONT ELLEN E
601 E BURGESS RD UNIT #H-2
PENSACOLA, FL 32504

MOORE LAURA KRISTIE
2140 MARIA CIRCLE
PENSACOLA, FL 32514

ST CROIX JOSEPH P
601 E BURGESS RD UNIT H-8
PENSACOLA, FL 32504

MANCUSO MICHAEL T
601 E BURGESS RD # I11
PENSACOLA, FL 32504

LOWE SHERI A
9105 ARBOR GLEN LANE
CHARLOTTE, NC 28210-7988

GLENN JILL A &
601 E BURGESS RD # I7
PENSACOLA, FL 32504

CLAGUE GREGORY Q & NANCY E
325 HENDRIE BLVD
ROYAL OAK, MI 48067

DAVIS SPENCER L
601 E BUGESS RD G2
PENSACOLA, FL 32504

DIETRICH THOMAS F
5696 ABBINGTON LANE
MILTON, FL 32583

SMK INVESTMENT PROPERTIES LLC
7512 LAKESIDE DR
MILTON, FL 32583

FLAA STEPHEN J &
1 LISA LN
CHERRY HILL, NJ 8003

SLAUGHTER CYNTHIA
1306 PRESTWICK CT
CHESAPEAKE, VA 23320

WALLEY MARISSA C
4814 RIBAULT LN
MILTON, FL 32570

MESSER CHRISTOPHER L
9543 HUMMINGBIRD BLVD
PENSACOLA, FL 32514

HAMLETT CAROL
601 E BURGESS RD APT I5
PENSACOLA, FL 32504-6205

FOSTER MARISA L &
3213 S LITUANICA AVE 1F
CHICAGO, IL 60608

TAUZIAC CHRISTIAN &
16 HILLBROOK WAY
PENSACOLA, FL 32503

DAVIS GLORIA L
601 E BURGESS RD # G3
PENSACOLA, FL 32504

DOLIHITE CHRISTOPHER R
2049 CAHABA CREST DR
BIRMINGHAM, AL 32542

MORRIS JOHN S JR &
8853 MARSH ELDER DR
PENSACOLA, FL 32526

JOLLY KATHERINE A
601 E BURGESS RD # H4
PENSACOLA, FL 32504-6358

BOSSO STEPHEN C
1200 W GIMBLE ST
PENSACOLA, FL 32501

ISAKOVIC ABDEL
4950 NW 140TH ST
CHIEFLAND, FL 32626

BLANCHARD DARRELL V &
9542 YARROW CIR
PENSACOLA, FL 32514

WATSON SAMUEL M & BRENDA D
601 E BURGESS RD # I6
PENSACOLA, FL 32504

PARKER BRENDA JOYCE
601 E BURGESS RD # I9
PENSACOLA, FL 32504

MCBRIER MICHAEL M
PO BOX 15048
PENSACOLA, FL 32514

GARCIA REBECCA P
952 SW CAMPUS DR APT 49B1
FEDERAL WAY, WA 98023

PILEGGI ANTHONY J
601 E BURGESS RD # J5
PENSACOLA, FL 32504

HARGRAVE DAVID & MARY
601 E BURGESS RD # J9
PENSACOLA, FL 32504

WEATHERALL CYNTHIA
601 E BURGESS RD K12
PENSACOLA, FL 32504

WARWICK ANN M
601 E BURGESS RD K2
PENSACOLA, FL 32504

LAUDERDALE ROBERT III
601 E BURGESS RD # K5
PENSACOLA, FL 32504

CARPENTER MARSHALL O III
3140 SONYA ST
PACE, FL 32571-9553

DEVITO JOSEFINA
6011 BORN CT
PENSACOLA, FL 32504

BOGGS PATRICIA A
6015 BORN CT
PENSACOLA, FL 32504

KAHALLEY BARBARA J
601 E BURGESS RD # J-10
PENSACOLA, FL 32504

HARRIS RUSSELL W
601 E BURGERS RD # J3
PENSACOLA, FL 32504

LYONS CAROL F
3110 HYDE PARK PL
PENSACOLA, FL 32503

EVELETH WILLIAM L &
601 E BURGESS RD # K1
PENSACOLA, FL 32504-6371

WHITED GREGORY A &
35372 BLACKBERRY LN
SLIDELL, LA 70460

KNOCK EVAN &
1717 E STRONG ST
PENSACOLA, FL 32501-3459

MILLER DAVID E & TERESA F
1355-A BAKALANE CT
PENSACOLA, FL 32504

FORTUNATO MARGARET A
601 E BURGESS RD # K9
PENSACOLA, FL 32504

CARPENTIER SHAUN C
6045 HILBURN RD
PENSACOLA, FL 32504

ALFORD STEPHANIE LYNN 50% INT
5617 JONES ST
MILTON, FL 32570

STILLMAN STUART H &
1035 CORONADO DR
GULF BREEZE, FL 32563

HARRIS DAVID L INITIAL TRUSTEE &
1030 CAMBRIDGE DR
ONSTED, MI 49265

POPE TANYA L
601 E BURGESS RD # J8
PENSACOLA, FL 32503

WILSON NICHOLAS A
1469 WILKES AVE
BILOXI, MS 39530

POTTER JENNIFER F
503 PREAKNESS PLACE
SEFFNER, FL 33584

HENRY RENEE S
601 E BURGESS ROAD UNIT K4
PENSACOLA, FL 32504

KNOWLES PERRY & KIM
471 WESTGATE WAY UNIT 8
MARY ESTHER, FL 32569

TRAN VIET T &
601 SHILOH DR
PENSACOLA, FL 32503

ROMERO SHAUN
105 DARBY LANE
NEW IBERIA, LA 70560

TUGWELL WILTON E 33 1/3 INT
305 GREEN OAK RIDGE
MARIETTA, GA 30068

LEE ALICIA A
6041 HILBURN RD
PENSACOLA, FL 32514

TAN ANGKIM L
1941 CORAL ISLAND ROAD
PENSACOLA, FL 32506

SAMUEL WONDWOSSEN
6059 HILBURN RD
PENSACOLA, FL 32504

DORE CHELSEA M
6063 HILBURN RD
PENSACOLA, FL 32504

CASSIDY JOHN T LIFE EST
6069 HILBURN RD
PENSACOLA, FL 32504

JENNETTE DIANE L
1235 CHISOLM TRL
PENSACOLA, FL 32514

CARLISLE ROBERT J &
3318 HUNTINGTON CIR
NACOGDOCHES, TX 75965

SHAFFER JOHN M IV & TANYA L
2690 SEMORAN DR
PENSACOLA, FL 32503

JOLLY IRA JR & LELIA M
6091 HILBURN RD
PENSACOLA, FL 32504

PHILLIPPE BUSINESS ENTERPRISES LLC
2874 GREYSTONE DRIVE
PACE, FL 32571

FULL QUIVER INVESTMENTS LP
PO BOX 240613
BALLWIN, MO 63024

PHAM DOMINIC V &
6053 HILBURN RD
PENSACOLA, FL 32504

NESBITT MARCHE C
606 SHILOH DR
PENSACOLA, FL 32503

PENNINGTON CYNTHIA A
5935 KEYSTONE RD
PENSACOLA, FL 32504

FARMER MARISIA A GRAYSON
607 SHILOH DR
PENSACOLA, FL 32503

KONRAD KERRY IRENE BAKER
117 ENGLAND PL
HENDERSONVILLE, TN 37075-3269

JEFCOAT DEBBE K
6081 HILBURN RD
PENSACOLA, FL 32504

SWAYNE LAURA ANNE
6087 HILBURN RD
PENSACOLA, FL 32504

WHITE PAMELA
6095 HILBURN RD
PENSACOLA, FL 32504

CONTINENTAL DEVELOPMENT CO
PO BOX 110
TUSCON, AZ 85702

HALL HAROLD E
6047 HILBURN RD
PENSACOLA, FL 32504

JAMES MICKEY R
6057 HILBURN RD
PENSACOLA, FL 32504

ELIMELECH MAOR
6400 LONG ST APT 31
PENSACOLA, FL 32504

ANDERSON WADE M
1881 WINDHIP DR
CORDOVA, TN 38016

CURRY KEVIN S
6071 HILBURN RD
PENSACOLA, FL 32504

BOYER CHARLES L
6077 HILBURN RD
PENSACOLA, FL 32504

CARTER BRADFORD J &
2354 TALL OAK DR
CANTONMENT, FL 32533

WILLIS JOHN A
6309 VICKSBURG DR
PENSACOLA, FL 32503

NEWTON EDINA O
6097 HILBURN RD
PENSACOLA, FL 32504

LEE ANNE MARIE
6115 HILBURN RD
PENSACOLA, FL 32504-6218

LOUISIANA SOUTHERN TIMBER LANDS INC
5 WEEKEWACHEE CIR
DESTIN, FL 32541

WJJ LLC
301 SCHUBERT DRIVE
PENSACOLA, FL 32504

RCG PENSACOLA LLC
PO BOX 53483
ATLANTA, GA 30355

M & R RIVER CORPORATION
3838 N PALAFOX ST
PENSACOLA, FL 32505

PATE JERRY TURF &
301 SCHUBERT DR
PENSACOLA, FL 32504-6958

SEPE ROBERT J & KIMBERLEY L
6102 SARAH DR
PENSACOLA, FL 32503

RHODES DANIEL R
6103 HILBURN RD
PENSACOLA, FL 32504

POTTS CHARLES E & DONNA F
6104 SARAH DR
PENSACOLA, FL 32503

JERRALDS JEROME N &
6105 HILBURN RD
PENSACOLA, FL 32504

DAILY TIMOTHY & BETHANY A
6105 SARAH DR
PENSACOLA, FL 32503

DUERKSEN JAMES F & DRUANNE
6107 HILBURN RD
PENSACOLA, FL 32504

CAPSTONE ADAPTIVE LEARNING AND THERAPY CENTERS INC
2912 NORTH E ST
PENSACOLA, FL 32501

ALLISON EDGAR L III
6108 VILLAGE OAKS DR
PENSACOLA, FL 32504

PORTER VON
6109 HILBURN RD
PENSACOLA, FL 32504

PAREKH PRADEEP M
754 BOULDER CREEK DR
PENSACOLA, FL 32514

SHAFFER PATRICK & LINDA S
3072 WHISPERING CREST DR
HENDERSON, NV 89052

BRISTER BRANDON D
6113 HILBURN RD
PENSACOLA, FL 32504

WORLOW WESLEY W
6637 AEGEAN DR
MILTON, FL 32583

TAVARES MICHAEL C &
6119 HILBURN RD
PENSACOLA, FL 32504

PEREIRA DAMIANDRO C & CHERISH D
612 SHILOH DR
PENSACOLA, FL 32503

PHAM THANH VAN &
6121 HILBURN RD
PENSACOLA, FL 32504

BERRIOS LUIS M & BETTY
663 SMITHERS DR
REYNOLDSBURG, OH 43068

TREDWAY MONTE R
6150 VILLAGE OAKS DR
PENSACOLA, FL 32504

NORRIS NORWOOD & CELESTE
3852 LAKE LYNN DR
GRETNA, LA 70056

LUALLEN BRYAN W
619 SHILOH DR
PENSACOLA, FL 32503

MCCORVEY EDWARD A & ANNIE E
6200 SARAH DR
PENSACOLA, FL 32503

PRESLEY LOLA R
6200 VICKSBURG DR
PENSACOLA, FL 32503

DELARGE DAVID & ETHEL A
6201 SARAH DR
PENSACOLA, FL 32503

HAYES KYLE G
6201 VICKSBURG DR
PENSACOLA, FL 32503

DEBELLEVUE BILLIE
1711 N 19TH AVE
PENSACOLA, FL 32503

MOBLEY DOYLE C LIFE EST
6202 SARAH DR
PENSACOLA, FL 32503

WU CHUNTA
6203 SARAH DR
PENSACOLA, FL 32503

ROSEMORE ANTHONY A & SANDY L
6204 VICKSBURG DR
PENSACOLA, FL 32503

WISE GARY M &
5745 MIFFLIN RD
PENSACOLA, FL 32526

HENDERSON CURTIS J & BRENDYL J
PO BOX 10326
PENSACOLA, FL 32524

CUPP MARJORIE D
6208 SARAH DR
PENSACOLA, FL 32503

PORTER HENRY O III &
6209 VICKSBURG DR
PENSACOLA, FL 32503

JOHNSON FRED D & MICHELLE
6212 CONFEDERATE DR
PENSACOLA, FL 32503

WHALEN MARJORIE A LIFE EST
6213 VICKSBURG DR
PENSACOLA, FL 32503

ALBERDA MARK D &
6215 SARAH DR
PENSACOLA, FL 32503

WEEKS DONALD W &
6202 VICKSBURG DR
PENSACOLA, FL 32503

MEADOR HARRY K
6203 VICKSBURG DR
PENSACOLA, FL 32503

BROWN DAVID M
6205 VICKSBURG DR
PENSACOLA, FL 32503

BRYANT ARCHIE L & ERBIE C
6206 VICKSBURG DR
PENSACOLA, FL 32503

MORRIS FRIEDA J LIFE EST
6207 VICKSBURG DR
PENSACOLA, FL 32503

JAMES DRUCILLA HENDERSON
6209 CONFEDERATE DR
PENSACOLA, FL 32503

GREEN MARY P
6210 SARAH DR
PENSACOLA, FL 32503

DIGANGI JOSEPH A &
6213 CONFEDERATE DR
PENSACOLA, FL 32503

WOODS FREDDIE L & WANDA
6214 VICKSBURG DR
PENSACOLA, FL 32503

PELLET DAVID & GWENDOLYN D
6215 VICKSBURG DR
PENSACOLA, FL 32503

CRUZ MIRIAM E
6203 CONFEDERATE DR
PENSACOLA, FL 32503

ROVIRA ANDRES U &
6204 CONFEDERATE DR
PENSACOLA, FL 32503

RENFRO DUSTIN
6206 CONFEDERATE DR
PENSACOLA, FL 32503

BOCCHINO MARY ELLEN
6207 CONFEDERATE DR
PENSACOLA, FL 32503

COOPER JOSEPH D & MARIA C
6208 CONFEDERATE DR
PENSACOLA, FL 32503

CUNNINGHAM ANDREW J &
6209 SARAH DR
PENSACOLA, FL 32503

FEIGENBAUM EDWARD H LIFE EST &
6211 SARAH DR
PENSACOLA, FL 32503

ROBBINS WAYNE A & LINDA SUE
6213 SARAH DR
PENSACOLA, FL 32503

STANLEY ANNE W LIFE EST &
6215 CONFEDERATE DR
PENSACOLA, FL 32503

DIXON TERRY G & JENNIFER S
6216 VICKSBURG DR
PENSACOLA, FL 32503

HARRIS JERNIGAN JR
6217 SARAH DR
PENSACOLA, FL 32503

TAGHON JANICE DIANE MILLER
6217 VICKSBURG DR
PENSACOLA, FL 32503

BOSSA THOMAS J & PATRICIA J
6218 VICKSBURG DR
PENSACOLA, FL 32503

GRUBBS RAYMOND D &
6219 VICKSBURG DR
PENSACOLA, FL 32514

FITZPATRICK THOMAS J
3728 DUNSTAN CT
MOBILE, AL 36608

PETTIGREW ANTOINETTE
6220 CONFEDERATE DR
PENSACOLA, FL 32503

FARLOW F M &
6220 VICKSBURG DR
PENSACOLA, FL 32503

LEIGH ELSIE E LIFE EST
6222 VICKSBURG DR
PENSACOLA, FL 32503

BARRON CATHERINE V
6224 VICKSBURG DR
PENSACOLA, FL 32503

WRIGHT CHARLES V TRUSTEE FOR
4904 RANDEE CIR
PENSACOLA, FL 32506

GRIMES MARY ANN LIFE EST &
6226 CONFEDERATE DRIVE
PENSACOLA, FL 32503

BLACK BERT T & HELEN S
6226 VICKSBURG DR
PENSACOLA, FL 32503

GREENE LAWANDA L
6227 VICKSBURG DR
PENSACOLA, FL 32503

KRUMBEIN JENNIFER LYNN
913 N 8TH AVE
PENSACOLA, FL 32501

BROWN CHRISTOPHER J &
6229 VICKSBURG DR
PENSACOLA, FL 32503

GREENE JAMES W & CATHERINE E
6230 VICKSBURG DR
PENSACOLA, FL 32503

ASARISI SALVATORE & SARAH N
6231 VICKSBURG DR
PENSACOLA, FL 32503

CORBIN MARY JUDSON
6232 VICKSBURG DR
PENSACOLA, FL 32503

MORRISON THOMAS F & ETSUKO
3379 HOLT CIR
PENSACOLA, FL 32526

RITTENHOUSE DIANA A
6234 APPOMATTOX DR
PENSACOLA, FL 32503

CROSBY JIMMIE S
6235 CONFEDERATE DR
PENSACOLA, FL 32503

STOW MARY H TRUSTEE
6237 APPOMATTOX DR
PENSACOLA, FL 32503

ARMSTRONG BARBARA S
624 SHILOH DR
PENSACOLA, FL 32503

KIDDER THOMAS M & CYNTHIA K
6242 APPOMATTOX DR
PENSACOLA, FL 32503

GRAY MICHAEL A & JEAN A
6244 CONFEDERATE DR
PENSACOLA, FL 32503

BENNETT DAVID L
6247 CONFEDERATE DR
PENSACOLA, FL 32503

KOVELESKI GARY
625 SHILOH DR
PENSACOLA, FL 32503

HENDERSON ERIC F & TRACI E
6252 CONFEDERATE DR
PENSACOLA, FL 32503

WENDLETON DAN S &
6253 APPOMATTOX DR
PENSACOLA, FL 32503

HAIGLER SIBYL YVONNE
6257 CONFEDERATE DR
PENSACOLA, FL 32503

KNIGHT JACQUELINE R
6266 APPOMATTOX DR
PENSACOLA, FL 32503

CAMPBELL JAMES L
6270 CONFEDERATE DR
PENSACOLA, FL 32503

HATCHER JAMES C
6284 CONFEDERATE DR
PENSACOLA, FL 32503

PERKO MICHAEL R &
630 SHILOH DR
PENSACOLA, FL 32503

SOLOMON MARY E 4/120 INT &
7810 CASTLEGATE DR
PENSACOLA, FL 32534

TOZOUR ALVERNA M
6308 VICKSBURG DR
PENSACOLA, FL 32503

GRISSETT BOBBY G & TINA L
6311 VICKSBURG DR
PENSACOLA, FL 32503

DAILEY WILLIAM
6317 CONFEDERATE DR
PENSACOLA, FL 32503

TON LAP
1000 NORTHGATE RD
BOSSIER CITY, LA 71112

NOWLING JOSEPH E & VIRGINIA A
6346 APPOMATTOX DR
PENSACOLA, FL 32503

DINGLE JEFFREY A LIFE EST
6268 APPOMATTOX DR
PENSACOLA, FL 32503

TREDWAY MONTE R SR & MIMIVA H
6273 APPOMATTOX DR
PENSACOLA, FL 32503

SIMMONS DAVID E & JESSIE A
6293 APPOMATTOX DR
PENSACOLA, FL 32503

MILLER BRUCE L TRUSTEE
5935 REYNOSA DR
PENSACOLA, FL 32504

CANO JOSIAS &
6305 PARAKEET TRL
PENSACOLA, FL 32503

BRENNAN BENJAMIN M
6309 PARAKEET TRL
PENSACOLA, FL 32503

OWENS KATHLEEN A
6312 CONFEDERATE DR
PENSACOLA, FL 32503

ARNOLD TONETTE D
6327 MOCKINGBIRD LN
PENSACOLA, FL 32503

SEDAKER WILLIE C LIFE EST &
9995 SHANGRI-LA WEST
MILTON, FL 32583

WOLFE PHILIP K
6816 OLD BAGDAD HWY
MILTON, FL 32583

MCMILLAN GWENDOLYN
6270 APPOMATTOX DR
PENSACOLA, FL 32503

ARANT SHANNON B
6283 CONFEDERATE DR
PENSACOLA, FL 32503

BAILEY DONALD S 1/2 INT &
2251 BANQUOS TRL
PENSACOLA, FL 32503

GAIDOSH STEPHEN
6396 APPOMATTOX DR
PENSACOLA, FL 32503

TIDWELL ROBERT T & JULIE
2481 UPPER BIG SPRINGS RD
LAGRANGE, GA 30241

LEDOUX MICHAEL
631 SHILOH DR
PENSACOLA, FL 32503

LOWERY MARY A
6315 APPOMATTOX DR
PENSACOLA, FL 32503

FRYE EDWARD E SR & LILLIE M
6328 CONFEDERATE DR
PENSACOLA, FL 32503

MONTEITH OLEDA MAE
6342 CONFEDERATE DR
PENSACOLA, FL 32503

MCGRAW RONALD & BEVERLY R
6355 CONFEDERATE DR
PENSACOLA, FL 32503

PARKER ROBERT C JR 1/6 INT &
5650 CAMBRIDGE WAY #7
CULVER CITY, CA 90230

ENNIS JAMES W
3621 WHISPERWOOD CIRCLE
MELBOURNE, FL 32901

WHEELER LORIANN N &
2243 CLIMBING IVY DR
TAMPA, FL 33618

KEGERREIS RIAN P
6363 APPOMATTOX DR
PENSACOLA, FL 32503

HEALY BETTY JO LIFE ESTATE
6366 APPOMATTOX DR
PENSACOLA, FL 32503

GUTENMANN RICHARD K
6368 APPOMATTOX DR
PENSACOLA, FL 32503

BOCK GEORGE N III &
6370 CONFEDERATE DR
PENSACOLA, FL 32503

ROBINSON MARY LEE
6373 CONFEDERATE DR
PENSACOLA, FL 32503

BAKER JOHN J &
6374 APPOMATTOX DR
PENSACOLA, FL 32503

GORDON CHARLES L & GRETA V
6375 CONFEDERATE DR
PENSACOLA, FL 32503

HINDERER HELMUTH E
6377 APPOMATTOX DR
PENSACOLA, FL 32503

BOYD JUDI C
6377 CONFEDERATE DR
PENSACOLA, FL 32503

NELSON RUTHVEN P JR
8005 TWIN OAKS DR
MCKINNEY, TX 75070

DANNELLEY HOWARD D & LINDA D
6390 APPOMATTOX DR
PENSACOLA, FL 32503

NICHOLS CHARLIE & JOYCE C
6390 MANASSAS CT
PENSACOLA, FL 32503

GAIDOSH STEPHEN &
6396 APPOMATTOX DR
PENSACOLA, FL 32503

SOUZA RICHARD F
6396 MANASSAS CT
PENSACOLA, FL 32503

FEESER DON C
60 BAYBRIDGE DR
GULF BREEZE, FL 32561

HOWELL BRANDON W &
6400 ANTIETAM DR
PENSACOLA, FL 32503

ALMANASRAH IBTISAM
6406 ANTIETAM DR
PENSACOLA, FL 32503

VISSER ALAN
6410 APPOMATTOX DR
PENSACOLA, FL 32503

BYRD ROBERT R & NICOLE D
6412 MONITOR CT
PENSACOLA, FL 32503

COWAN TERESA M
6414 WHITE OAK DR
PENSACOLA, FL 32503

ROBINSON ANDREW J &
642 SHILOH DR
PENSACOLA, FL 32503

SMITH PATRICIA A
6421 ANTIETAM DR
PENSACOLA, FL 32505

PRICE MICKEY & DEBRA
6424 MONITOR CT
PENSACOLA, FL 32504

WRIGHT ROBERT &
6430 MONITOR CT
PENSACOLA, FL 32503

LINDSEY DAVID L JR & CINDY L
6441 ANTIETAM DR
PENSACOLA, FL 32503

ALMANASRAH AHMAD &
6442 ANTIETAM DR
PENSACOLA, FL 32503

STURGIS BETTY A
6448 MERRIMAC CT
PENSACOLA, FL 32503

HARLEY SARAH E
6454 MERRIMAC CT
PENSACOLA, FL 32503

LANE BENJAMIN C &
6460 MERRIMAC CT
PENSACOLA, FL 32503

CROSBY JIM L
6461 ANTIETAM DR
PENSACOLA, FL 32503

BRASSOW ROBERT W & RUTH A
6466 MERRIMAC CT
PENSACOLA, FL 32503

WILLETTE TERRY W SR & DEBORAH F
6472 ANTIETAM DR
PENSACOLA, FL 32503

GENTILE LEONARD J
6478 ANTIETAM DR
PENSACOLA, FL 32503

SANTINI MARCOS R
648 SHILOH DR
PENSACOLA, FL 32503-7767

CROSBY JIMMY L
6461 ANTIETAM DR
PENSACOLA, FL 32503

NCUBE MATOTENG M & CATHY C
6484 BULL RUN CT
PENSACOLA, FL 32503

CONTRERAS DANILO A & LOURDES D
649 SHILOH DR
PENSACOLA, FL 32503

MULLINS STANFORD &
6490 BULL RUN CT
PENSACOLA, FL 32503

FAIRBANKS BRAD I & NANCY A
6496 BULL RUN CT
PENSACOLA, FL 32503

JONES JUDITH LORRAINE
6498 BULL RUN CT
PENSACOLA, FL 32503

YATES STEPHEN W & SHERRY D
6500 ANTIETAM DR
PENSACOLA, FL 32503

RUIZ JUSTO T & LOURDES M
6510 ANTIETAM DR
PENSACOLA, FL 32503

DAO TRANG NGUYEN
1013 BLACK WALNUT TRL
PENSACOLA, FL 32514

LATTIMER EVA LIFE EST &
6518 WHITE OAK DR
PENSACOLA, FL 32503

RANDERSON MILDRED M
6521 ANTIETAM DR
PENSACOLA, FL 32503

NANKEY DEAN &
486 OLD 80 RD
MUSCODA, WI 53573

BARROW LESTER & WANDA
6523 WHITE OAK DR
PENSACOLA, FL 32503

BONELLI SALVATORE A & PRISCILLA H
6532 WHITE OAK DR
PENSACOLA, FL 32503

LANGHAM JIMMIE D &
6533 WHITE OAK DR
PENSACOLA, FL 32503

BARNES JAMES M &
6534 WHITE OAK DR
PENSACOLA, FL 32514

WILLIAMS JUSTIN T
6536 WHITE OAK DR
PENSACOLA, FL 32503

WILLIAMS GEORGE E &
6537 WHITE OAK DR
PENSACOLA, FL 32503

CARDONA RAUL
654 SHILOH DR
PENSACOLA, FL 32503

CROSBY JAMES A LIFE EST &
6541 ANTIETAM DR
PENSACOLA, FL 32503

SAMSHAL SCOTT W & LUCINDA H
6561 ANTIETAM DR
PENSACOLA, FL 32503

VILLAR REYES GABRIEL &
6571 ANTIETAM DR
PENSACOLA, FL 32503

TIPPINS BEVERLY A
6581 ANTIETAM DR
PENSACOLA, FL 32503

ECHAGARRUGA ALICIA
660 SHILOH DR
PENSACOLA, FL 32503

BROWN JAMES C & CONCEPCION C
6600 WHITE OAK DR
PENSACOLA, FL 32503

BRE DDR BR TRADEWINDS FL LLC
3300 ENTERPRISE PARKWAY
BEACHWOOD, OH 44122

DIMICK MICHAEL E & MARIA C
6603 WHITE OAK DR
PENSACOLA, FL 32503

LEWIS HENRY F & BARBARA P
6610 WHITE OAK DR
PENSACOLA, FL 32503

PENDLEY JOHN D & KATHY J
667 SHILOH DR
PENSACOLA, FL 32503

LACEY BRENT W
668 SHILOH DR
PENSACOLA, FL 32503

LANDRUM FAMILY PARTNERSHIP LTD
6723 PLANTATION RD
PENSACOLA, FL 32504

PLANTATION ROAD TOWNOFFICE
PO BOX 11543
PENSACOLA, FL 32524

MCMULLEN JAMES A & CAROLYN E
6700 WHITE OAK DR
PENSACOLA, FL 32503-7572

KEIEK PETER & ANN
7217 TWIN LAKES LN
PENSACOLA, FL 32504

MAYE KAY BECK
3715 HIDDEN OAK DR
PENSACOLA, FL 32514

CORNERSTONE MORTGAGE SOLUTIONS LLC
6702 PLANTATION RD STE C
PENSACOLA, FL 32504-6200

WEATHERLY GREGORY D II
6702 WHITE OAK DR
PENSACOLA, FL 32503

JONES VIVIAN C
6703 WHITE OAK DR
PENSACOLA, FL 32503

GUERNSEY & ASSOCIATES INC
6704 PLANTATION RD STE A
PENSACOLA, FL 32504-6253

NFF WEST LLC
6704 A PLANTATION RD
PENSACOLA, FL 32504

LITTLE RICHARD M
6704 WHITE OAK DR
PENSACOLA, FL 32503

MOORE ARTHUR JR
6705 WHITE OAK DR
PENSACOLA, FL 32503

OGBURN RICHARD H & CHERA B
PO BOX 174
POINT CLEAR, AL 36564

MARKS AMIE BOYD TRUSTEE
PO BOX 682
SHELBYVILLE, TN 37162

PLNTRD LLC
14 MARILYN CT
PARK CITY, UT 84060

SECURITY ENGINEERING OF PENSACOLA INCORPORATED
6708 PLANTATION RD
PENSACOLA, FL 32504

LOGAN DAMION N
673 SHILOH DR
PENSACOLA, FL 32503

SIMPSON DAVID A &
3159 BELLE CHRISTIANE PL
PENSACOLA, FL 32503

MOSTERT GERALD H &
679 SHILOH DR
PENSACOLA, FL 32503

OSBOURNE PAULETTE M
6807 WHITE OAK DR
PENSACOLA, FL 32504

CHAPPELL BARRY K & RUTH ANN
6808 WHITE OAK DR
PENSACOLA, FL 32503

CARLSON FRED & CORINNE
6809 WHITE OAK DR
PENSACOLA, FL 32503

SMITH ROGER &
6810 WHITE OAK DR
PENSACOLA, FL 32503

HADLEY SEAN
6811 WHITE OAK DR
PENSACOLA, FL 32503

WHITE PAUL A LIFE EST
6812 WHITE OAK DR
PENSACOLA, FL 32503

MCDONALD DAVID M & BONITA S
6813 WHITE OAK DR
PENSACOLA, FL 32503

JOHNSON BENNIE R & HAZEL F
6814 WHITE OAK DR
PENSACOLA, FL 32503

LEFMANN GERALD L &
685 SHILOH DR
PENSACOLA, FL 32503

ATKINSON THOMAS E &
691 SHILOH DR
PENSACOLA, FL 32503

ROBINSON STEPHEN L
697 SHILOH DR
PENSACOLA, FL 32503

PS FLORIDA ONE INC
701 WESTERN AVENUE PS# 25852
GLENDALE, CA 91201-2397

CROFT DUSTIN P &
703 SHILOH DR
PENSACOLA, FL 32503

WILSON MAHLON
7077 KELVIN TER
PENSACOLA, FL 32503

GATES TAMARA L
7081 KELVIN TERR
PENSACOLA, FL 32503

KLUGH GEORGE E & BETTY JO
7085 KELVIN TERR
PENSACOLA, FL 32503

BRASWELL JERRY &
709 SHILOH DR
PENSACOLA, FL 32503

STARK LINDA J
7091 KELVIN TERRACE
PENSACOLA, FL 32503

HAIRE CARL G
710 SHILOH DR
PENSACOLA, FL 32503

MILSOFT UTILITY SOLUTIONS INC
PO BOX 5726
ABILENE, TX 79608

STONEGATE OFFICE OWNERS ASSOC INC
PO BOX 12507
PENSACOLA, FL 32591

GARG NEELAM R
3041 LIANA LN
PENSACOLA, FL 32505

BRENDA BISCHOFF REVOCABLE LIVING TRUST
511 S 2ND ST
PENSACOLA, FL 32507

BEACH COMMUNITY BANK
17 SE EGLIN PKWY
FORT WALTON BEACH, FL 32548

LERMAN MARTIN I TRUSTEE OF
574 CAMPHOR WAY
LEXINGTON, KY 40509

CARLSON JAMES D & PATRICIA A
7100 PLANTATION RD, BLDG 21
PENSACOLA, FL 32504

DUONG TUAN &
3344 TWO SISTERS WAY
PENSACOLA, FL 32505

D & P INVESTMENT PROPERTIES LLC
6771 N PALAFOX ST
PENSACOLA, FL 32503

BOCKWITH HOLDINGS INC
7100 PLANTATION ROAD SUITE 4
PENSACOLA, FL 32504

KOPKO ROBERT & ELENA A
1727 TURKEY OAK DR
NAVARRE, FL 32566

BLACKMON KEVIN R
4920 RUGBY CT
PENSACOLA, FL 32504

PATE NINA J &
PO BOX 2977
MONROE, LA 71207

WILSON CARY
7150 PLANTATION RD APT 412
PENSACOLA, FL 32504-6204

PREBLE DAVID A
7150 PLANTATION RD # 414
PENSACOLA, FL 32504

KALAMA WAYNE & JOANN
520 HIDDEN VALLEY DR
AZUSA, CA 91702-1452

BOLAND BRUCE E
260 HATHAWAY DR
KEWAUNEE, WI 54216

OLMSTEAD KIPPEN J &
1390 FORT PICKENS RD UNIT 248
PENSACOLA BEACH, FL 32561

LYNCH WILLIAM G
7150 PLANTATION RD # 113
PENSACOLA, FL 32504

LEATH JAMES E
5927 PRINCE RD
PENSACOLA, FL 32503

ARTS ALECIA JANE E
7150 PLANTATION RD UNIT 126
PENSACOLA, FL 32504

HUGHES JONATHAN R
7150 PLANTATION RD UNIT 212
PENSACOLA, FL 32504

LAMB DONALD D &
7150 PLANTATION RD # 221
PENSACOLA, FL 32504

RODRIGUEZ JOVIAN &
3102 TURNERS MEADOW RD
PENSACOLA, FL 32514

SQUIREK DON & LORI J
68 MIDWAY RD NW
MARIETTA, GA 30064

DEIDRICK MAUREEN
7150 PLANTATION RD # 422
PENSACOLA, FL 32504

MURPHY SUZANNE S PENDERGRASS
7150 PLANTATION PL # 426
PENSACOLA, FL 32504

SQUIREK DONALD
68 MIDWAY RD NW
MARIETTA, GA 30064

BOLES KALA R
5881 PROVIDENCE LOOP
PENSACOLA, FL 32526

SHIPMAN LORI LLC
381 MIRABELLE DR
PENSACOLA, FL 32514

TUCKER JESSICA DIANA
7150 PLANTATION RD #128
PENSACOLA, FL 32504

MCLAUGHLIN ROBERT W JR &
7150 PLANTATION PLACE # 213
PENSACOLA, FL 32504

CAMPBELL ELENA B
6125 ENCLAVE DR
PENSACOLA, FL 32504

PRICE GENA S
7150 PLANTATION RD #225
PENSACOLA, FL 32504

LEWIS JOE COMPANY INVESTMENTS
1209 MANHATTAN AVE SUITE 19
MANHATTAN BEACH, CA 90266

NOLTE RONALD E
1 BALMORAL DR
NICEVILLE, FL 32578

ROY SHAWN K
7150 PLANTATION RD APT 427
PENSACOLA, FL 32504

STEVISON JAMES C
7150 PLANTATION RD APT 112
PENSACOLA, FL 32504

HOBSON WOODROW JR & PATSY
PO BOX 20815
TUSCALOOSA, AL 35402

KRISMAN PAIGE
7150 PLANTATION RD UNIT 125
PENSACOLA, FL 32504

SMITH SEAN
1102 E JORDAN ST
PENSACOLA, FL 32503

BOWEN DONALD G
7150 PLANTATION RD #214
PENSACOLA, FL 32504

HUGGINS BRENDA A
13 MEADOW VIEW DR
JASPER, AL 35501

DORSEY THOMAS D
1433 PLAYERS CLUB CIR
GULF BREEZE, FL 32561-3533

RODRIGUEZ AMANDA
2705 HILLCREST AVE
PENSACOLA, FL 32526

GREEN BRYANT
4722 HWY 76
COTTONTOWN, TN 37048

ALLAIRE PARRIS P
7150 PLANTATION RD # 321
PENSACOLA, FL 32504

BURTT MICHAEL S
656 W GARDEN ST
PENSACOLA, FL 32502

FORSTER DENNIS A &
2319 MALYSA PL
PENSACOLA, FL 32504

UNIVERSITY TOWN PLAZA LLC
180 E BROAD ST
COLUMBUS, OH 43215

SEDLACEK RONALD S & MARCIA A
7229 TWIN LAKES LN
PENSACOLA, FL 32504

AUDLEMAN WILDA S
7204 TWIN LAKES LN
PENSACOLA, FL 32504

SCHAILL ANDREA M
7209 TWIN LAKES LN
PENSACOLA, FL 32504

HAZEWINKEL EZEKIEL
104 E LAFAYETTE ST
MARION, AL 36756

LISS KENNETH R &
7220 TWIN LAKES LN
PENSACOLA, FL 32504

US BANK NATIONAL ASSOCIATION
4801 FREDERICA WEST B
OWENSBORO, KY 42301

ARGONAUT PROPERTIES LLC
6304 SUMMER CIR
PENSACOLA, FL 32504

KELLY JON
9494 HUMBLE WESTFIELD RD APT 2632
HUMBLE, TX 77338

MIDLAND IRA BENEFIT FOR
135 S LASALLE ST STE 4000
CHICAGO, IL 60603

SERITAGE SRC FINANCE LLC
3333 BEVERLY ROAD
HOFFMAN ESTATES, IL 60179

L D C INC
PO BOX 12204
PENSACOLA, FL 32591

THOMAS-COCHRAN ANGELA M
7205 TWIN LAKES LN
PENSACOLA, FL 32504

YU MARC
721 SHILOH DR
PENSACOLA, FL 32503

JERNIGAN KENNETH E & CAROLE D
722 SHILOH DR
PENSACOLA, FL 32503

CROWN CASTLE GT COMPANY LLC
4017 WASHINGTON RD PMB 353
MCMURRAY, PA 15317

ANDERSON JOSEPH
7150 PLANTATION RD # 314
PENSACOLA, FL 32504

FERSON WILLIAM R & ANN
3213 INDIAN TRL
FLOWER MOUND, TX 75022

FIRTH BRANDI R HALTOM
8233 E GRANADA RD
SCOTTSDALE, AZ 85257

TRAN TUNG VAN &
716 SHILOH DR
PENSACOLA, FL 32503

ROBINS RIDGE DEVELOPMENT LLC
120 E MAIN ST SUITE A
PENSACOLA, FL 32502

KAESTLE DANIEL W III
7200 TWIN LAKES LN
PENSACOLA, FL 32504

METIVIER JAMES R & BARBARA E
7208 TWIN LAKES LN
PENSACOLA, FL 32504

PENNEBAKER DAVID K & NAN T
7212 TWIN LAKES LN
PENSACOLA, FL 32504

7220 PLANTATION RD LLC
7220 PLANTATION RD
PENSACOLA, FL 32504

GARCIA ROBERT
7224 TWIN LAKES LN
PENSACOLA, FL 32504

OM HANUMAN HOSPITALITY INC
7226 PLANTATION RD
PENSACOLA, FL 32504

GOEHRING MICHAEL A &
7235 TWIN LAKES LN
PENSACOLA, FL 32504

MCNAIR ANDREW
2650 PLEASANT VALLEY DR
CANTONMENT, FL 32533

HOPKINS ELBERT W JR &
4324 CALM TER
PENSACOLA, FL 32503

PUTMAN TERRY A
7250 HILBURN RD # 2-A
PENSACOLA, FL 32504

BAERRESEN JON H
5501 SUNKIST CIR
MILTON, FL 32571

WALDROUP JAMES M & THELMA J
521 WILLIAMS DITCH RD
CANTONMENT, FL 32533-8260

AWW PENN LLC
45 BROADWAY STE 3010
NEW YORK, NY 10006

LOTHER DEREK J & STACY E
720 FARMINGTON RD
PENSACOLA, FL 32504

LEMON RAYMOND C
4369 PRIVATE POINTE DR
PENSACOLA, FL 32503

BAISDEN RICHARD L
7228 TWIN LAKES LN
PENSACOLA, FL 32504

HANSEN STEVE
7240 HILBURN RD A
PENSACOLA, FL 32504

PHAM MAI TUY
10706 CROSSCUT DR
PENSACOLA, FL 32506

BATTEN THOMAS D &
7240 TWIN LAKES LN
PENSACOLA, FL 32504

SAWYER CHRISTOPHER
7250 HILBURN RD UNIT 2B
PENSACOLA, FL 32504

JAMES KENNETH A & CHERYL M
391 KAPOK CT
LONGWOOD, FL 32779

WILLIAMS CLAUDE L & ESTHER J
727 SHILOH DR
PENSACOLA, FL 32503

BUSH DEWEY M & DORIS
7304 HILBURN RD
PENSACOLA, FL 32504

ZAYAS AGRIPINO & MARIA E
2215 VENETIAN WAY
OWENSBORO, KY 42301-4228

BOLEY WILLIE MAE
1017 JORDAN LOOP
OKEECHOBEE, FL 34974

HICKS FRANK J & PAMELA J
7232 TWIN LAKES LN
PENSACOLA, FL 32504

SMITH PHILLIP Z &
7240B HILBURN RD
PENSACOLA, FL 32504

BLUE SKY PROPERTIES OF PENSACOLA LLC
4261 N GOLDEN RIDGE LN
TUCSON, AZ 85718

LOPEZ ALFRED &
PO BOX 31254
CLARKSVILLE, TN 37040-0021

SEABROOK HALEY MINIA
7250 HILBURN RD # 2C
PENSACOLA, FL 32504

WALDROUP JAMES M II & PATRICIA L
511 WILLIAMS DITCH RD
CANTONMENT, FL 32533

MONDELLO STEPHANIE A &
7300 HILBURN RD
PENSACOLA, FL 32504

FENIK LUKASZ &
90 SW 3RD ST APT 2509
MIAMI, FL 33130

BORN COURT OWNERS ASSO INC
6910 WEATHERWOOD DR
PENSACOLA, FL 32506

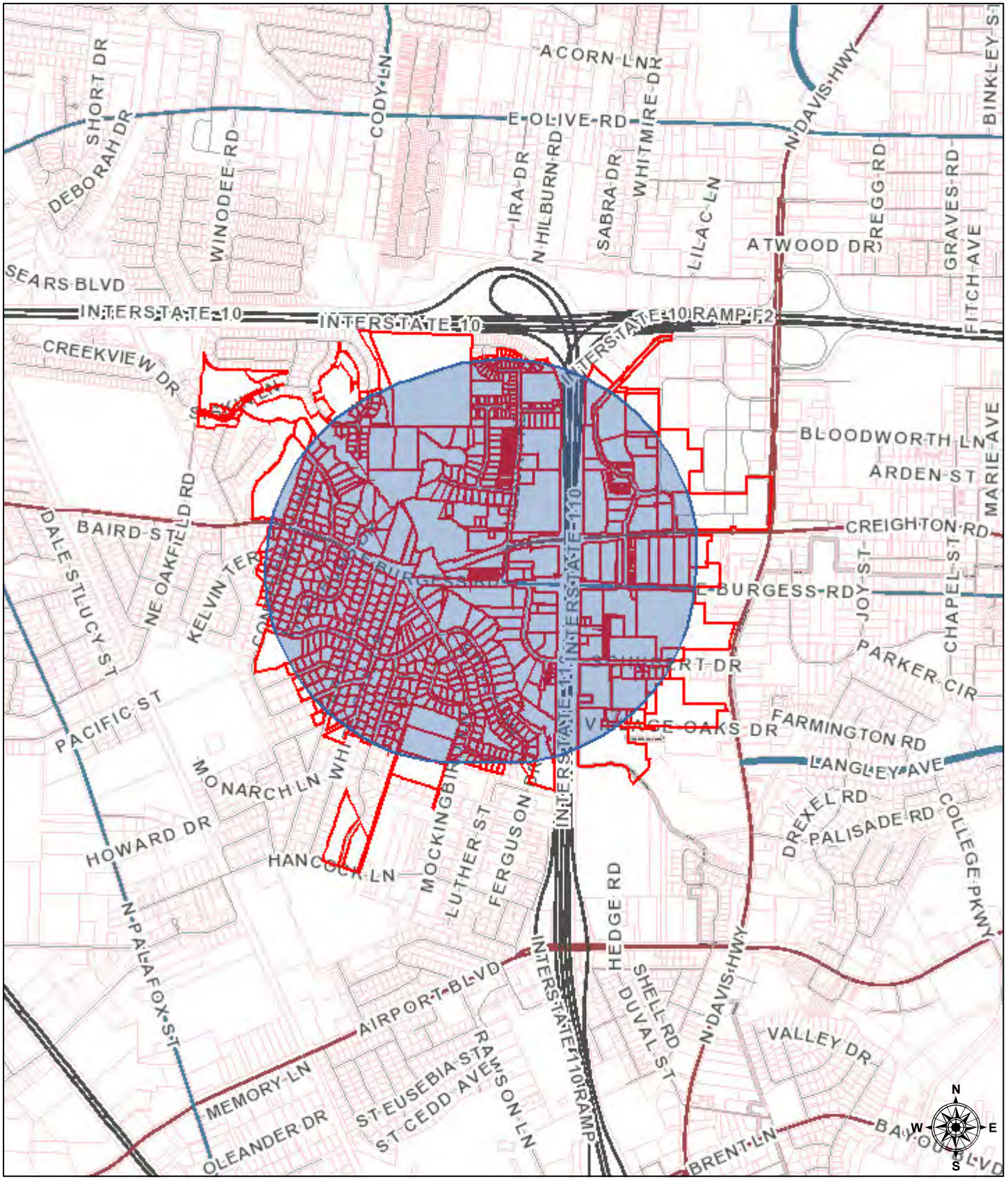
COOK BROWN ENTERPRISES INC
PO BOX 6006
PENSACOLA, FL 32503

JERNIGAN LEONARD CONTRACTORS INC

8680 SCENIC HWY # 18

PENSACOLA, FL 32514

Mailing List Map



November 8, 2016

1:24,108

0 0.2 0.4 0.8 mi

0 0.325 0.65 1.3 km

polygonLayer

Override 1

polygonLayer

Override 1

Streets

PRINCIPAL ARTERIAL

MINOR ARTERIAL

COLLECTOR

LOCAL ROAD

Parcels

County Outline

Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIndia, NGCC, © OpenStreetMap contributors, and the GIS User Community

2016

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 12-6-16

Rezoning Quasi-judicial Hearing
Rezoning Case #: 2016-13

OR

Regular Planning Board Meeting
Agenda Item Number/Description: _____

✓ In Favor _____ Against

*Name: BUDDY PAGE

*Address: 5337 Hamilton Ln *City, State, Zip: Pace 32571

Email Address: budpaggo1@att.net Phone: 2329853

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

Please indicate if you:

☑ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

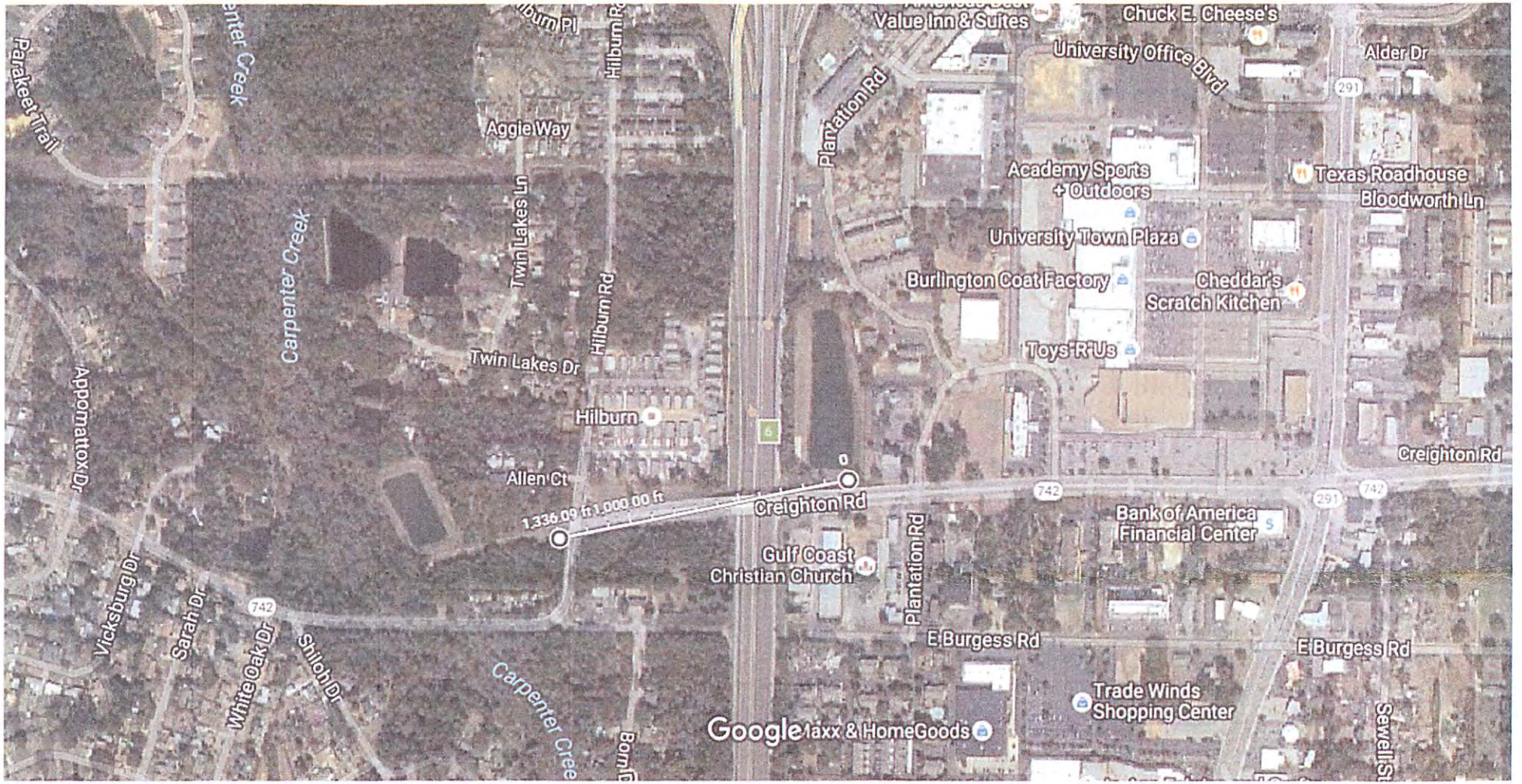
****

Chamber Rules

1. All who wish to speak will be heard.
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Everyone will be granted uniform time to speak (normally 3 - 5 minutes).
6. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
7. During quasi-judicial hearings (i.e., rezonings), conduct is very formal and regulated by Supreme Court decisions. Verbal reaction or applause is not appropriate.

01/2016

Google Maps



Imagery ©2016 DigitalGlobe, U.S. Geological Survey, USDA Farm Service Agency, Map data ©2016 Google 500 ft

Measure distance

Total distance: 1,336.09 ft (407.24 m)

Applicants Exhibit 1

COUNTY: 48 ESCAMBIA

SITE	SITE TYPE	DESCRIPTION	DIRECTION 1		DIRECTION 2		AADT TWO-WAY	"K" FCTR	"D" FCTR	"T" FCTR
5164		SR 296(BRENT LN) - 150 FT W OF SR 291(DAVIS HWY)	E	17500	W	17000	34500 C	9.0	55.5F	2.1F
5166		SR 295(FAIRFIELD DR) - 600' W OF SR 95(US29) PAL	N	14000	S	15500	29500 C	9.0	55.5F	4.7F
5169		SR 30 (US98B) GARDEN ST - 550' W OF "E" ST	E	7600	W	7100	14700 C	9.0	55.5F	3.2F
5171		SR 30(US98B)GARDEN ST - 275' W OF DE VILLIERS ST	E	13000	W	10500	23500 C	9.0	55.5F	3.3A
5173		SR 30(US98B)GARDEN ST - 225' W OF BAYLEN ST	E	12500	W	10500	23000 C	9.0	55.5F	3.2F
5177		SR 30(US98B) ALCANIZ ST - 125' S OF W D CHILDERS	E	6400	W	4200	10600 C	9.0	55.5F	3.2F
5178		SR 30(US98) 950' W OF SR 295(NAVY BLVD)	E	13500	W	13500	27000 C	9.0	55.5F	4.3F
5180		SR289(US98B) 9TH AVE - 250' S OF SR10A(US90) CER	N	8400	S	7500	15900 C	9.0	55.5F	1.9F
5181		SR 742 (BURGESS RD) - 225' W OF SR 291 (DAVIS HW	E	2300	W	1600	3900 C	9.0	55.5F	2.5A
5182		SR 742(BURGESS RD) 400' E OF C95A(OLD PALAFOX)	E	4700	W	4800	9500 C	9.0	55.5F	2.7A
5184		SR 742 (BURGESS RD) - 400' W OF C95A(OLD PALAFOX	E	3400	W	3900	7300 C	9.0	55.5F	4.5A
5185		"E" ST - 550' N OF US 90/SR 10A (CERVANTES ST)	N	0	S	0	7300 C	9.0	55.5F	6.0F
5186		12TH AVE - 150' NE OF SR 296 (BAYOU BLVD)	E	13000	W	12500	25500 C	9.0	55.5F	6.0F
5187		12TH AVE - 325' SW OF SR 296(BAYOU BLVD)	E	9600	W	10500	20100 C	9.0	55.5F	2.1A
5190		LEONARD ST - 250' W OF BAYLEN ST	E	1500	W	1400	2900 C	9.0	55.5F	6.0F
5191		CROSS ST - 200' E OF SR 95 (US 29) PALAFOX ST	E	1400	W	1400	2800 C	9.0	55.5F	6.0F

SITE TYPE : BLANK= PORTABLE; T= TELEMETERED
"K" FACTOR : DEPARTMENT ADOPTED STANDARD K FACTOR BEGINING WITH COUNT YEAR 2011
AADT FLAGS : C= COMPUTED; E= MANUAL EST; F= FIRST YEAR EST; S= SECOND YEAR EST; T= THIRD YEAR EST; X= UNKNOWN
"D/T" FLAGS : A= ACTUAL; F= FACTOR CATG; D= DIST FUNCL; P= PRIOR YEAR; S= STATEWIDE DEFAULT; W= ONE-WAY ROAD; X= CROSS REF

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11504 **Growth Management Report** **9. 2.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 01/05/2017
Issue: 5:45 p.m. - Amendment to the Official Zoning Map
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

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

That the Board adopt an Ordinance to amend the Official Zoning Map to include the rezoning cases heard by the Planning Board on December 6, 2016, and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

BACKGROUND:

Rezoning cases Z-2016-10, Z-2016-12, and Z-2016-13 were heard by the Planning Board on December 6, 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 2017-_____

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-2016-10**
Address:	Beulah Road, 10035 Beulah Road, 10000 BLK Beulah Road, 10000 BLK Rebel Road
Property Reference No.:	06-1S-31-1101-006-001; 06-1S-31-1102-000-001; 06-1S-31-1102-000-000; 06-1S-31-1102-000-003
Property Size:	26.58 (+/-) acres
From:	LDR, Low Density Residential district (four du/acre)
To:	MDR, Medium Density Residential district (10 du/acre)
FLU Category:	MU-S, Mixed-Use Suburban

Case No.:	**Z-2016-12**
Address:	599 Fairfield Drive
Property Reference No.:	12-2S-31-1403-000-004
Property Size:	1.15 (+/-) acres
From:	HDR, High Density Residential district (18 du/acre)
To:	Com, Commercial district (25 du/acre, lodging unit density not limited by zoning)
FLU Category:	MU-U, Mixed-Use Urban

Case No.:	**Z-2016-13**
Address:	6013 Hilburn Road
Property Reference No.:	29-1S-30-1504-000-000
Property Size:	1.52 (+/-) acres
From:	HDR, High Density Residential district (18 du/acre)
To:	Com, Commercial district (25 du/acre, lodging unit density not limited by zoning)
FLU Category:	MU-U, Mixed-Use Urban

Section 2. Severability.

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

Section 3. Inclusion in Code.

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

DRAFT

INTENTIONALLY LEFT BLANK

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 _____, 2017.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
D. B. Underhill, 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-11508 **Growth Management Report** **9. 3.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 01/05/2017
Issue: 5:46 p.m. - Cancellation of a Public Hearing Concerning the Review of an Ordinance Amending the 2030 Future Land Use Map, LSA-2016-03
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

5:46 p.m. - Cancellation of a Public Hearing Concerning the Review of an Ordinance Amending the 2030 Future Land Use Map, LSA-2016-03

That the Board of County Commissioners (BCC) cancel the 5:46 p.m. Public Hearing scheduled for transmittal to the Department of Economic Opportunity (DEO), an Ordinance amending the 2030 Future Land Use Map LSA-2016-03, 11975 Beulah Road, changing the Future Land Use category of a parcel within Section 34, Township 1N, Range 31W, Parcel Number 2101-000-001, totaling 93.01 (+/-) acres, located east of Isaacs Lane, from Industrial (I) to Mixed Use Suburban (MU-S).

BACKGROUND:

The Ordinance was previously consented on December 8, 2016, and advertised on November 18, 2016, for the December 6, 2016, Planning Board (PB) Meeting and the January 5, 2017, BCC Meeting. At the December 6, 2016, PB Meeting, the Board Members voted to drop the case from the agenda.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11509 **Growth Management Report** **9. 4.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 01/05/2017
Issue: 5:47 p.m. - Cancellation of a Public Hearing Concerning the Review of an Ordinance Amending Chapter 6, Section 6-0.3
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

5:47 p.m. - Cancellation of a Public Hearing Concerning the Review of an Ordinance Amending Chapter 6, Section 6-0.3 "Definitions", Subsection "I" and Subsection "S"

That the Board of County Commissioners (BCC) cancel the 5:47 p.m. Public Hearing scheduled for adoption, an Ordinance amending the Land Development Code (LDC) Chapter 6, Section 6-0.3 "Terms defined," subsection "I" by adding "Incompatible Development" and Subsection "S" by adding in "Spot Zoning" into the LDC.

BACKGROUND:

The Ordinance was previously consented on December 8, 2016, and advertised on November 18, 2016, for the December 6, 2016, Planning Board (PB) Meeting and the January 5, 2017, BCC Meeting. At the December 6, 2016, PB Meeting, the Board Members voted to drop the item from the agenda.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11507 **Growth Management Report** **9. 5.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 01/05/2017
Issue: 5:48 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Chapter 8 of the Escambia County 2030 Comprehensive Plan - CPA-2016-02
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

5:48 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Chapter 8 of the Escambia County 2030 Comprehensive Plan - CPA-2016-02

That the Board of County Commissioners (BCC) review and adopt an Ordinance amending the 2030 Comprehensive Plan, Chapter 8, "Mobility Element", Policy MOB 4.2.6 "Encroachment Control Planning," to remove references to Navy Outlying Field Saufley Airport.

This hearing serves as the second of two public hearings.

BACKGROUND:

Navy Installations Command T. G. Alexander has sent the approval letter for the outlying Landing Field (OLF) Saufley Airport Closure.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

The attached Ordinance CPA-2016-02 has been reviewed and approved for legal sufficiency by Meredith D. Crawford, Assistant County Attorney. Any recommended legal comments are attached herein.

PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

The proposed Ordinance is consistent with the Board's goal "to increase citizen involvement in, access to, and approval of, County government activities."

IMPLEMENTATION/COORDINATION:

This Ordinance, amending the Comprehensive Plan, was reviewed by the Department of Economic Opportunity and will be filed with the Department of State following adoption by the Board.

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

Email from Stephanie Oram with the Navy

"No Comment" Agency Letters

Draft Ordinance

Clean Ordinance

From:	Horace L Jones
To:	John C. Fisher
Subject:	Fwd: Saufley Field
Date:	Tuesday, June 28, 2016 8:01:12 AM
Attachments:	CNIC Outlying Landing Field Saufley Field Closure endoresement.pdf ATT00001.htm saufley closure letter.pdf ATT00002.htm

---

Sent from my iPhone

Begin forwarded message:

> **From:** Horace L Jones <HLJONES@co.escambia.fl.us>
> **Date:** June 28, 2016 at 8:00:27 AM CDT
> **To:** "Juan C. Lemos" <JCLEMOS@co.escambia.fl.us>
> **Cc:** "Andrew D. Holmer" <ADHOLMER@co.escambia.fl.us>
> **Subject: Fwd: Saufley Field**
>
> Juan,
> Please make maps identfying the area and the overlay as it is on the map and identified in the LDC. I will get with Alisiion to see what we need to do to remove any restrictions in our maps. I am quite certain the process in painless
>
> Sent from my iPhone
>
> Begin forwarded message:
>
> > **From:** "Oram, Stephanie S CIV NAVFAC SE, PWD Pensacola" <stephanie.oram@navy.mil>
> > **Date:** June 28, 2016 at 7:24:31 AM CDT
> > **To:** Horace L Jones <HLJONES@co.escambia.fl.us>, "Andrew D. Holmer" <ADHOLMER@co.escambia.fl.us>
> > **Cc:** "Grace, Conor CIV NAVFAC SE, PWD Pensacola" <conor.grace@navy.mil>, "Remich, John CIV NAVFAC SE, PWD Pensacola" <john.remich@navy.mil>
> > **Subject: Saufley Field**
> >
> > Horace, Drew,
> > Not sure who to address this to, but Navy Outlying Landing Field (NOLF) Saufley Field is now a closed airfield and any restrictions associated with Avigation concerns are no longer necessary. The attached letters indicate that it is a closed field. The Escambia County Airfield Overlays are no longer needed, to include any

zoning restrictions imposed by the AIPD overlays.
Let me know if you have any questions or need anything else from me.
Best,
Stephanie
Stephanie Oram
Community Planner and Liaison Officer
NAS Pensacola
150 Hase Road, Room 175
Pensacola, FL 32508
Office: 850-452-8715/DSN: 459-8715
Cell: 850-619-5079
stephanie.oram@navy.mil

CPA-2016-02

Rick Scott
GOVERNOR

FLORIDA DEPARTMENT of ECONOMIC OPPORTUNITY

Cissy Proctor
EXECUTIVE DIRECTOR

RECEIVED
NOV 29 2016
Department

November 23, 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. 16-6ESR) which was received on October 25, 2016. We have reviewed the proposed amendment 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 amendment 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. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan 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.

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

If you have any questions concerning this review, please contact Dan Evans at (850) 717-8484, or by email at Dan.Evans@deo.myflorida.com.

Sincerely,

James D. Stansbury, Chief
Bureau of Community Planning

JDS/de

Enclosure(s): Procedures for Adoption

cc: Horace Jones, Director, Escambia County Development Services
Austin Mount, Executive Director, West Florida Regional Planning Council

jjjSUBMITTAL 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.

Kayla R. Meador

From: Horace L Jones
Sent: Wednesday, November 02, 2016 12:28 PM
To: Andrew D. Holmer
Cc: Allyson Cain; Juan C. Lemos; John C. Fisher; Kayla R. Meador
Subject: FW: Escambia County 16-5ESR [LSA-2016-02]

Andrew,

We need to monitor this one; so that, we can get this back to BCC for final adoption. This is the removal of the Saufley Field language from the Comp. Plan

---

From: Hight, Jason [mailto:Jason.Hight@MyFWC.com]
Sent: Wednesday, November 02, 2016 12:25 PM
To: DCPexternalagencycomments@deo.myflorida.com; Horace L Jones
Cc: Gramovot, Alex; Wallace, Traci; Chabre, Jane
Subject: Escambia County 16-5ESR [LSA-2016-02]

Dear Mr. Jones:

Florida Fish and Wildlife Conservation Commission (FWC) staff has reviewed the proposed comprehensive plan amendment in accordance with Chapter 163.3184(3), Florida Statutes. We have no comments, recommendations, or objections related to fish and wildlife or listed species and their habitat to offer on this amendment.

If you need any further assistance, please do not hesitate to contact Jane Chabre either by phone at (850) 410-5367 or by email at FWCConservationPlanningServices@MyFWC.com. If you have specific technical questions, please contact Alex Gramovot at (850) 617-9408 or by email at Alex.Gramovot@myfwc.com.

Sincerely,

Jason Hight
Biological Administrator II
Office of Conservation Planning Services
Division of Habitat and Species Conservation
620 S. Meridian Street, MS 5B5
Tallahassee, FL 32399-1600
(850) 228-2055

Escambia County 16-5ESR_31850

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: CPA-2016-02 Outlying Landing Field Saufley Airport

Date: 06/29/16

Date requested back by: 7/7/16

Requested by: John C Fisher

Phone Number: 595-4651

(LEGAL USE ONLY)

Legal Review by Meredith Crawford, Assistant County Attorney

Date ~~Received~~ Reviewed: 7/7/16

X Approved as to form and legal sufficiency.

_____ Not approved.

_____ Make subject to legal signoff.

Additional comments:

ORDINANCE NUMBER 2017-____

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 8, "MOBILITY ELEMENT", POLICY MOB 4.2.6 "ENCROACHMENT CONTROL PLANNING", TO REMOVE REFERENCES TO NAVY OUTLYING FIELD SAUFLEY AIRPORT IN THE MOBILITY ELEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on January 6, 2016 the Navy Installations Command took action to approve the closing of Outlying Landing Field (OLF) Saufley Airport; and

WHEREAS, the ordinance was to be transmitted to the Department of the Navy, Navy Air Station Pensacola for review and comment prior to adoption; and

WHEREAS, the Board of County Commissioners directed staff to remove the Navy outlying field Saufley Airport from Mobility Element; and

WHEREAS, the Escambia County Planning Board conducted a public hearing and forwarded a recommendation to the Board of County Commissioners to approve this amendment to its Comprehensive Plan; 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;

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 8, "Mobility Element", Policy MOB 4.2.6 "Encroachment Control Planning" is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

MOB 4.2.6 **Encroachment Control Planning.** Escambia County will utilize information provided by the Navy, such as the AICUZ Study Program Procedures and Guidelines (OPNAVINST 11010.36C) or approved successor and Aircraft Noise Survey, together with the recommendations of the JLUS when developing plans to control the encroachment of incompatible development in the vicinity of Naval Air Station Pensacola and Navy Outlying Landing Field~~s Saufley and~~ Site 8, to ensure protection of each installation's aviation mission.

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 _____, 2017.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
D. B. Underhill, 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 2017-____

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 8, "MOBILITY ELEMENT", POLICY MOB 4.2.6 "ENCROACHMENT CONTROL PLANNING", TO REMOVE REFERENCES TO NAVY OUTLYING FIELD SAUFLEY AIRPORT IN THE MOBILITY ELEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on January 6, 2016 the Navy Installations Command took action to approve the closing of Outlying Landing Field (OLF) Saufley Airport; and

WHEREAS, the ordinance was to be transmitted to the Department of the Navy, Navy Air Station Pensacola for review and comment prior to adoption; and

WHEREAS, the Board of County Commissioners directed staff to remove the Navy outlying field Saufley Airport from Mobility Element; and

WHEREAS, the Escambia County Planning Board conducted a public hearing and forwarded a recommendation to the Board of County Commissioners to approve this amendment to its Comprehensive Plan; 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;

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 8, "Mobility Element", Policy MOB 4.2.6 "Encroachment Control Planning" is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

MOB 4.2.6 **Encroachment Control Planning.** Escambia County will utilize information provided by the Navy, such as the AICUZ Study Program Procedures and Guidelines (OPNAVINST 11010.36C) or approved successor and Aircraft Noise Survey, together with the recommendations of the JLUS when developing plans to control the encroachment of incompatible development in the vicinity of Naval Air Station Pensacola and Navy Outlying Landing Field~~s~~ ~~Saufley and~~ Site 8, to ensure protection of each installation's aviation mission.

<u>Section 2.</u> **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.

<u>Section 3.</u> **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.

<u>Section 4.</u> **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 _____, 2017.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
D. B. Underhill, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____ Date Executed: _____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11510 **Growth Management Report** **9. 6.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 01/05/2017
Issue: 5:49 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the 2030 Future Land Use Map, LSA-2016-02
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

5:49 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the 2030 Future Land Use Map, LSA-2016-02

That the Board of County Commissioners (BCC) review and adopt an Ordinance to the Escambia County Comprehensive Plan amending Chapter 7, "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 02, Township 2S, Range 31W, Parcel Number 3000-002-002 totaling 32 (+/-) acres, located between East Fence Road and Saufley Field Road, from Industrial (I) to Mixed-Use Suburban (MU-S).

This hearing serves as the second of two public hearings.

BACKGROUND:

The applicant requests a Future Land Use (FLU) Map amendment to change the FLU category of a 32 (+/-) acres parcel, as depicted in the Exhibit A, from Industrial (I) to Mixed-Use Suburban (MU-S). The current zoning designation of the referenced parcel is Heavy Commercial and Light Industrial (HC/LI). The FLU change is proposed to allow for a residential subdivision. Based on the memorandum by the Community Planner Liaison Officer, Stephanie Oram, the Outlying Landing Field Saufley Airfield is now closed and will have no aviation training.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

The attached Ordinance has been reviewed and approved for legal sufficiency by Meredith Crawford, Assistant County Attorney. Any recommended legal comments are attached herein.

PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

The proposed Ordinance is consistent with the Board's goal "to increase citizen involvement in, access to, and approval of, County government activities."

IMPLEMENTATION/COORDINATION:

This Ordinance, amending the Comprehensive Plan will be filed with the Department of State following adoption by the board.

Implementation of this Ordinance will consist of an amendment to the Comprehensive Plan 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.

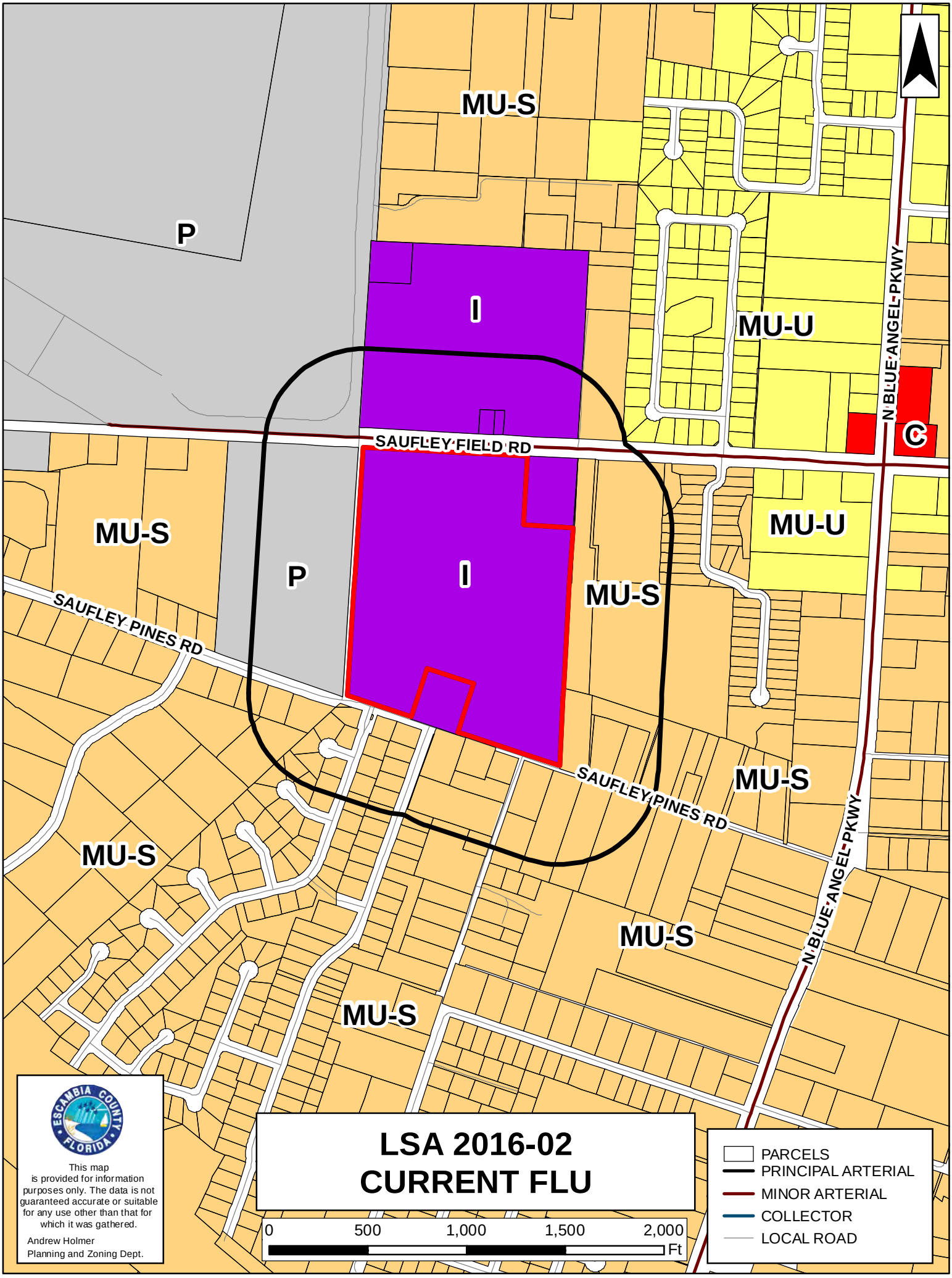
Attachments

Working Case File

Draft Ordinance

Clean Ordinance

LSA-2016-02


MU-S
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SAUFLEY PINES RD
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ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.
LSA 2016-02
CURRENT FLU
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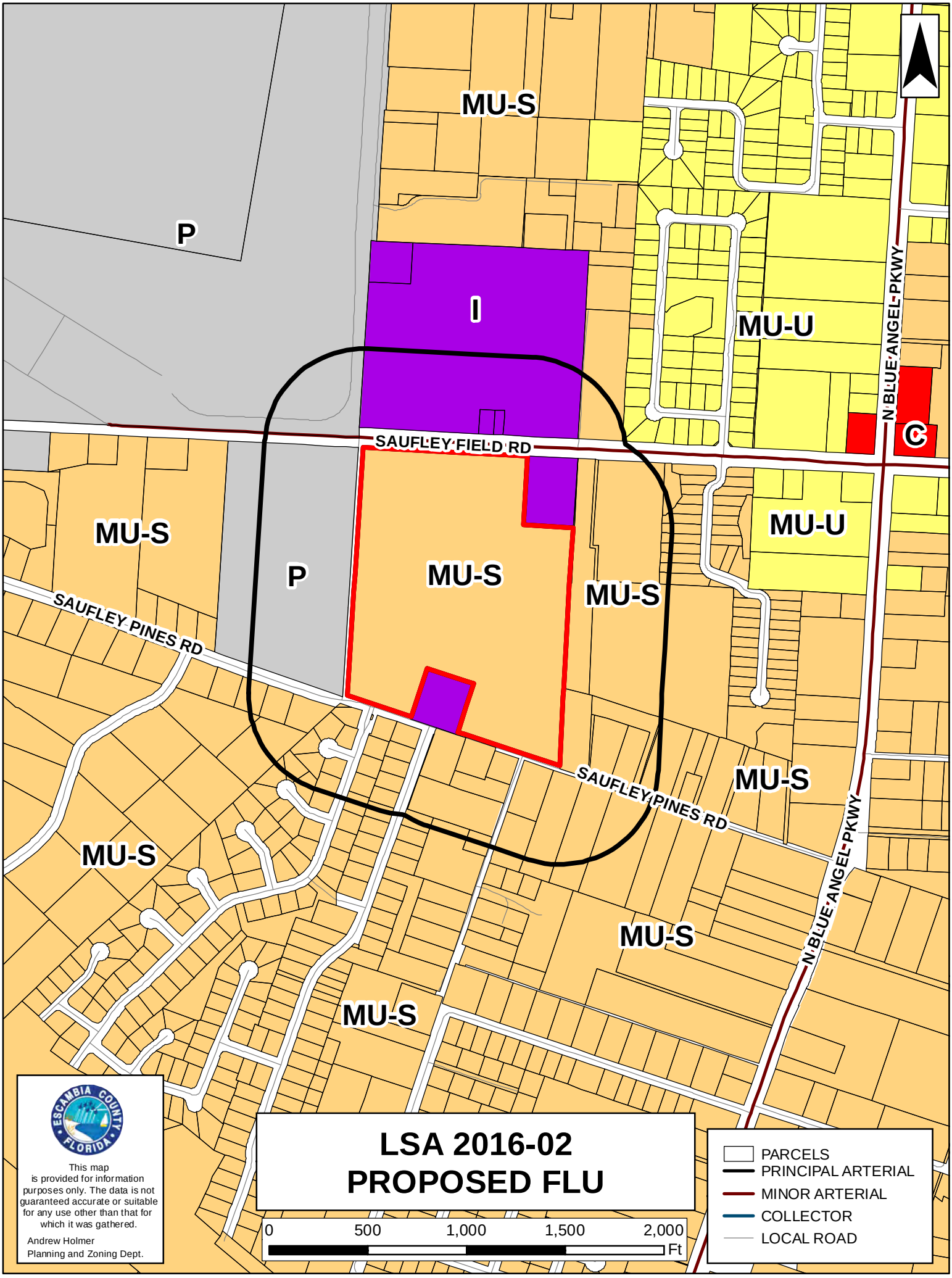
COLLECTOR
LOCAL ROAD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ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.
LSA 2016-02
PROPOSED FLU
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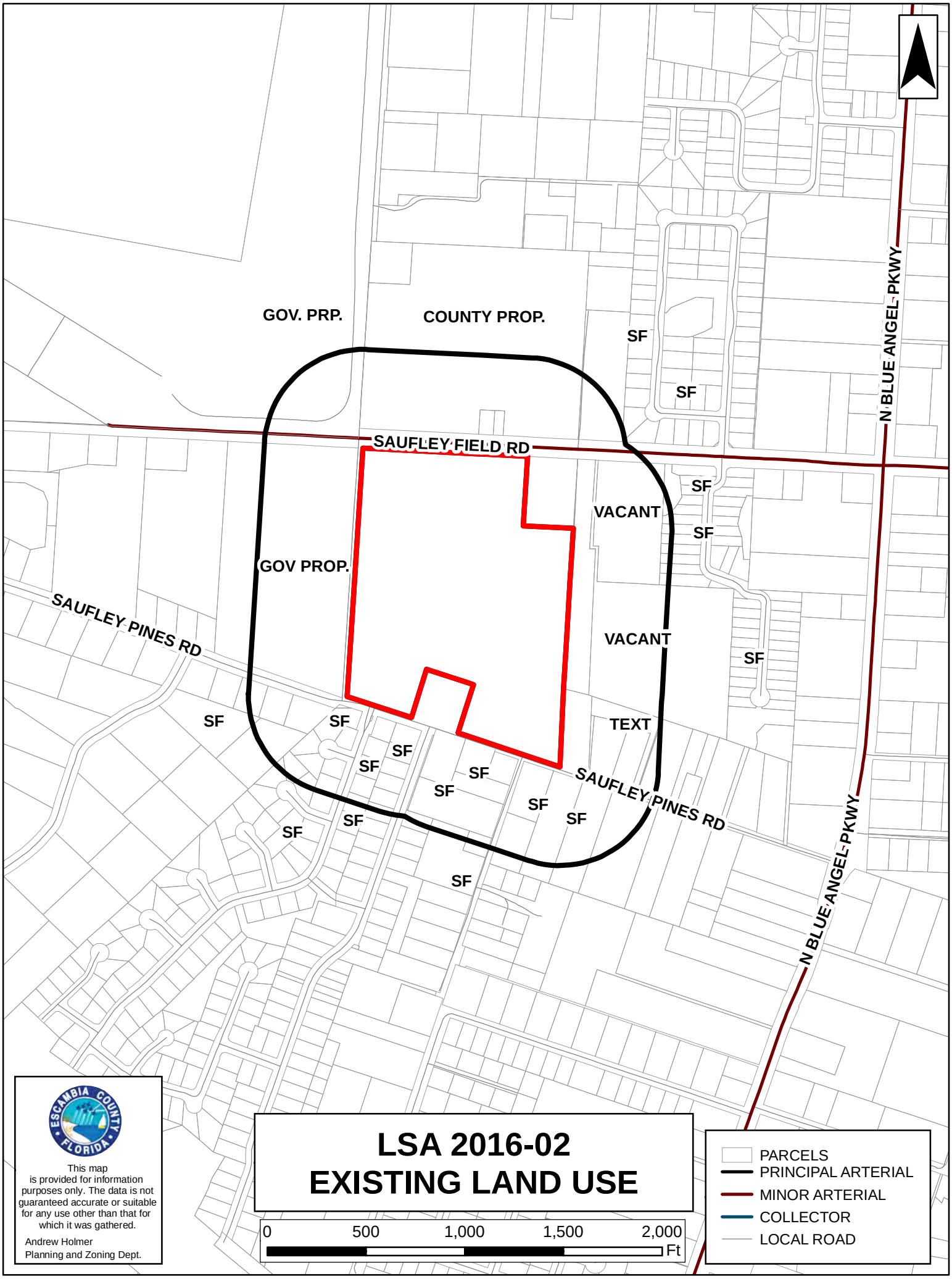
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ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.
LSA 2016-02
EXISTING LAND USE
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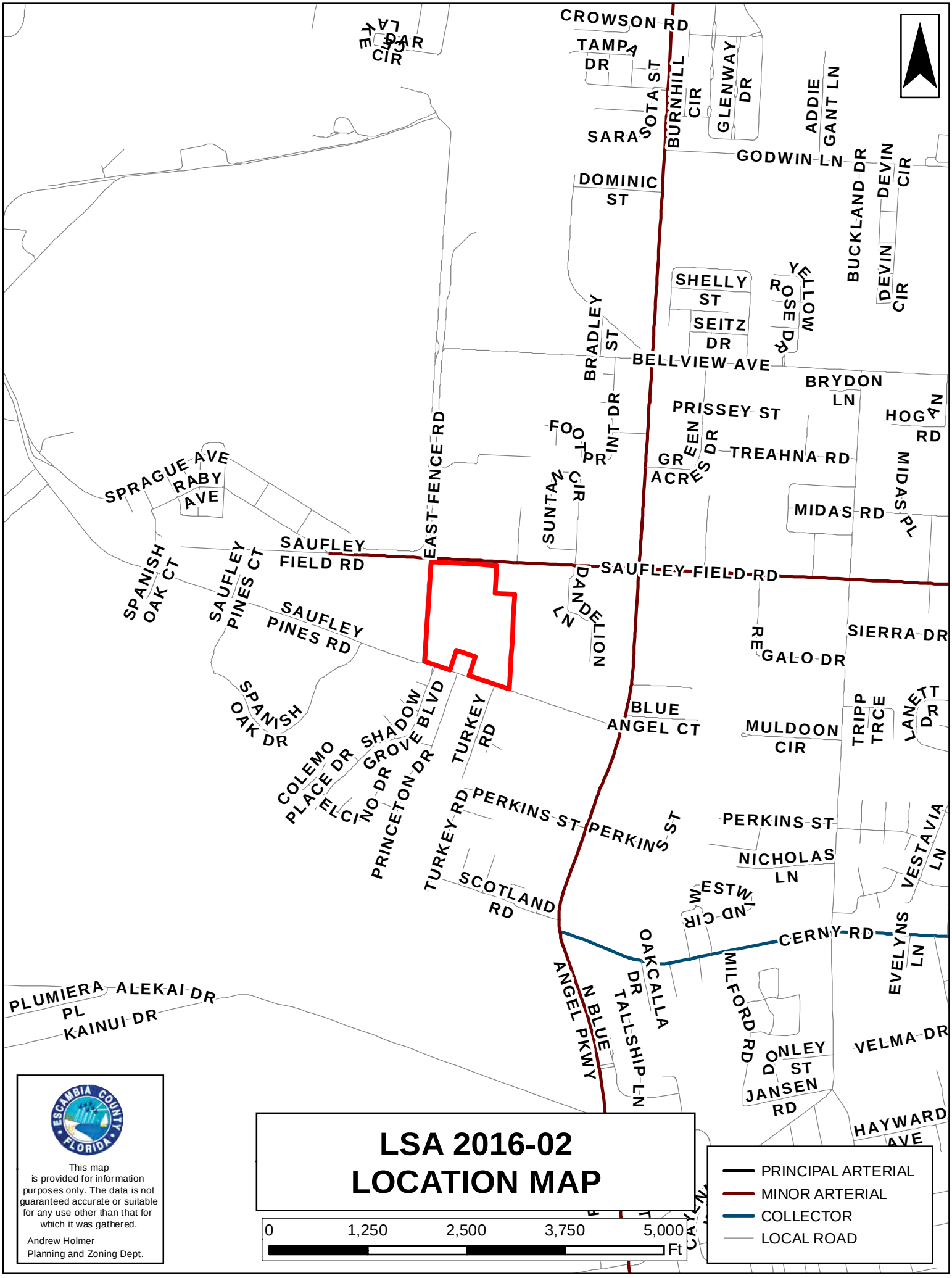
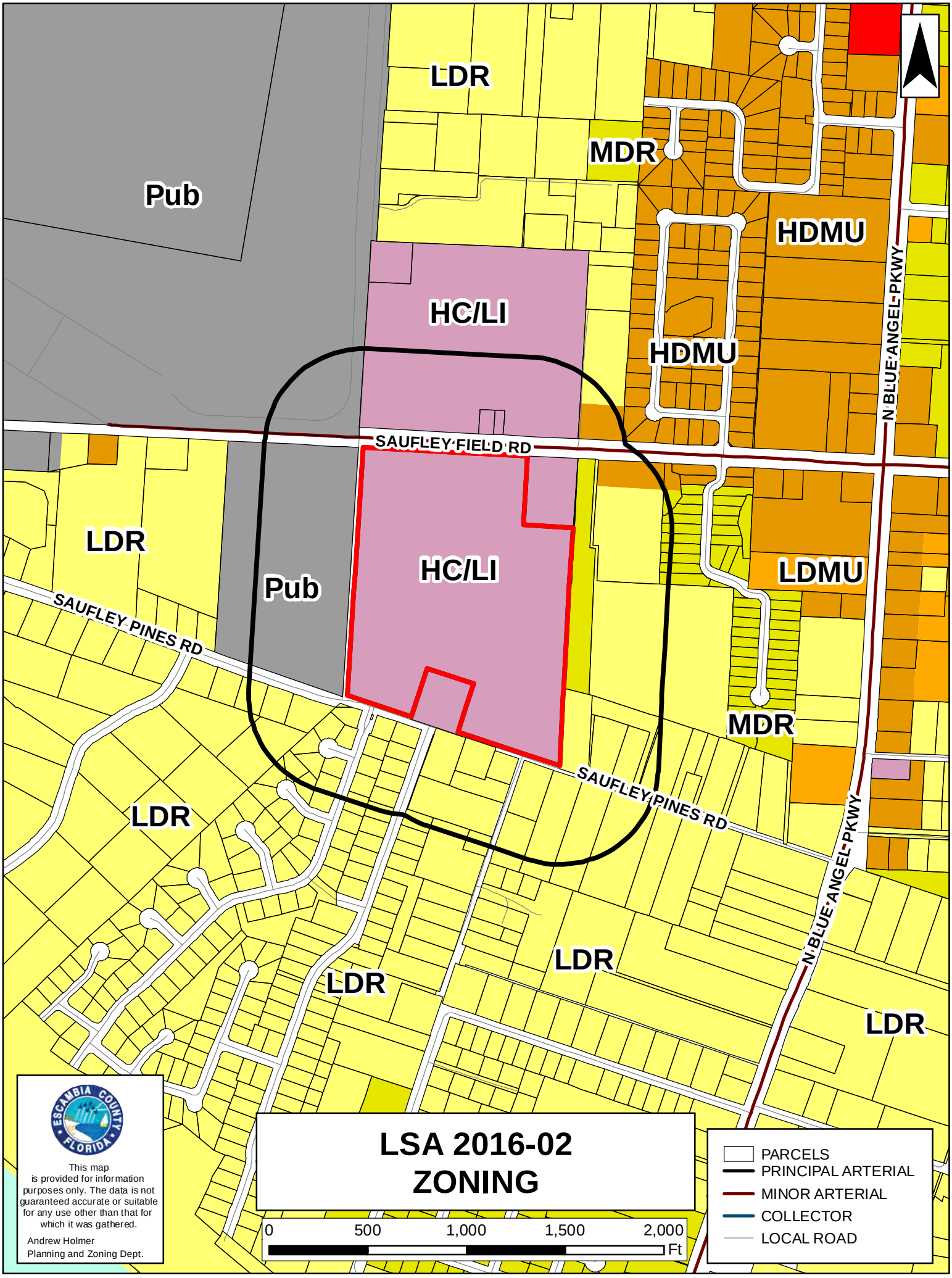
LOCAL ROAD



LSA 2016-02
LOCATION MAP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SAUFLEY PINES RD
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LSA 2016-02
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.
Andrew Holmer
Planning and Zoning Dept.
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PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

LSA-2016-02

FUTURE LAND USE MAP AMENDMENT APPLICATION

(THIS SECTION FOR OFFICE USE ONLY):

TYPE OF REQUEST: SMALL SCALE FLU AMENDMENT _____
LARGE SCALE FLU AMENDMENT X

Current FLU: I **Desired FLU:** MU-S **Zoning:** _____ **Taken by:** DR

Planning Board Public Hearing, date(s): 9/6/16

BCC Public Hearing, proposed date(s): 10/6/16

Fees Paid 2,969.50 **Receipt #** _____ **Date:** 8/4/16

OWNER'S NAME AND HOME ADDRESS AS SHOWN ON PUBLIC RECORDS OF ESCAMBIA COUNTY, FL

Name: TODD STAFFORD

Address:
357 GRAND OAKS BLVD.

City: CANTONMENT State: FL Zip Code: 32533

Telephone: ( ) 572-3005

Email: TSTAFFORD@HEATONBROTHERSCONSTRUCTION.COM

DESCRIPTION OF PROPERTY:

Street address: 5700 BLOCK SAUFLEY FIELD ROAD

Subdivision:

Property reference number: Section 02 Township 2S Range 31
Parcel 3000 Lot 002 Block 002

Size of Property (acres) 32

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

AFFIDAVIT OF OWNERSHIP AND AUTHORIZATION FOR FUTURE LAND USE CHANGE REQUEST

By my signature, I hereby certify that:

1) I am duly qualified as owner or authorized agent to make such application, this application is of my own choosing, and staff has explained all procedures relating to this request; and

2) All information given is accurate to the best of my knowledge and belief, and I understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application; and

3) I understand there are no guarantees as to the outcome of this request, the application fee is non-refundable; and

4) The signatory below will be held responsible for the balance of any advertising fees associated with required public hearings for this amendment request (Payment due within 90 days of invoice date) or future planning and zoning applications will not be accepted; and

5) I authorize County Staff to enter upon the property referenced herein at any reasonable time for purposes of site inspection; and

6) I authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County Staff.

TODD STAFFORD 8-3-16

Signature (Property Owner) Printed Name Date

DAVID FITZPATRICK 8-3-16

Signature (Agent's Name (or owner if representing oneself) Printed Name Date

Address: 357 GRAND OAKS BLVD

City: CANTONMENT State: FL Zip: 32533

Telephone ( ) 572 - 3005 Fax # ( ) _____ - _____

Email: TSTAFFORD@HEATONBROTHERSCONSTRUCTION.COM

STATE OF FL
COUNTY OF ESCAMBIA

The forgoing instrument was acknowledged before me this 3 day of AUGUST, year of 2016 by , TODD STAFFORD who ( ) did (✓) did not take an oath. He/she is (✓) personally known to me, ( ) produced current Florida/Other driver's license, and/or ( ) produced current _____ as identification.

8-3-16 ANTHONY BURKETT

Signature of Notary Public Date Printed Name of Notary

My Commission Expires _____ Commission No. _____
(Notary seal must be affixed)

ANTHONY BURKETT
MY COMMISSION # FF 206326
EXPIRES: March 4, 2019
Bonded Thru Notary Public Underwriters

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

AFFIDAVIT OF OWNERSHIP AND LIMITED POWER OF ATTORNEY

As owner of the property located at 5700 BLOCK SAUFLEY FIELD ROAD, Pensacola, Florida, Property Reference Number(s) 02-2S-31-3000-002-002, I hereby designate DAVID FITZPATRICK, for the sole purpose of completing this application and making a presentation to the Planning Board, sitting as the Local Planning Agency, and the Board of County Commissioners, to request a change in the Future Land Use on the above referenced property.

This Limited Power of Attorney is granted on this 3 day of AUGUST, the year of 2016, and is effective until the Board of County Commissioners has rendered a decision on this request and any appeal period has expired. The owner reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice to the Planning and Engineering Department.

	8-3-16	TODD STAFFORD
Signature of Property Owner	Date	Printed Name of Property Owner
	8-3-16	DAVID FITZPATRICK
Signature of Agent	Date	Printed Name of Agent

STATE OF FL

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 3 day of AUGUST, year of 2016, by TODD STAFFORD who ( ) did (✓) did not take an oath.

He/she is (✓) personally known to me, ( ) produced current Florida/Other driver's license, and/or ( ) produced current _____ as identification.

	8-3-2016	ANTHONY BURKETT
Signature of Notary Public	Date	Printed Name of Notary Public

Commission Number _____ My Commission Expires _____

(Notary seal must be affixed)

ANTHONY BURKETT
MY COMMISSION # FF 206326
EXPIRES: March 4, 2019
Bonded Thru Notary Public Underwriters

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

FUTURE LAND USE MAP AMENDMENT APPLICATION
CONCURRENCY DETERMINATION ACKNOWLEDGMENT

Project name:

SAUFLEY PINES SUBDIVISION

Property reference #: Section 02 Township 2S Range 31

Parcel # 3000-002-002

Project Address:

5700 BLOCK SAUFLEY FIELD ROAD

I/We acknowledge and agree that no future development permit (other than a rezoning/reclassification) shall be approved for the subject parcel(s) prior to the issuance of a certificate of concurrency for such proposed development based on the densities and intensities contained within such future development permit application.

I/We also acknowledge and agree that no development permit or order (other than a rezoning /reclassification) will be issued at that time unless at least one of the concurrency management system standards is met as contained in the Escambia County Code of Ordinances, Part II, Section 6.04, namely:

(1) The necessary facilities and services are in place at the time a development permit is issued; or

(2) A development permit is issued subject to the condition that the necessary facilities and services will be in place when the impacts of the development occur; or

(3) The necessary facilities are under construction at the time a permit is issued; or

(4) The necessary facilities and services are the subject of a binding executed contract for the construction of the facilities or the provision of services at the time the development permit is issued. NOTE: This provision only relates to parks and recreation facilities and roads. The LDC will include a requirement that the provision or construction of the facility or service must commence within one (1) year of the Development Order or Permit; or

(5) The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.320, Florida Statutes or an agreement or development order issued pursuant to Chapter 380, Florida Statutes. Any such agreement shall include provisions pursuant to paragraphs 1, 2, or 3 above.

(6) The necessary facilities needed to serve new development are in place or under actual construction no more than three (3) years after issuance, by the County, of a certificate of occupancy or its functional equivalent. NOTE: This provision only relates to roads.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 3 **DAY OF** AUGUST **, 20**16

	TODD STAFFORD
Owner's signature	**Owner's name (print)**
	DAVID FITZPATRICK
Agent's signature	**Agent's name (print)**

DATA AND ANALYSIS REQUIREMENTS

1. A comparative analysis of the impact of both the current and the proposed future land use categories on the following items, presented in tabular format, based on data taken from professionally accepted existing sources, such as the US Census, State University System of Florida, National Wetland Inventory Maps, regional planning councils, water management districts, or existing technical studies. The data should show that the infrastructure is available to support the most intense development allowed under the requested Future Land Use category, regardless of what type of development is proposed.

    A. Sanitary Sewer

    B. Solid Waste Disposal

    C. Potable Water

    D. Stormwater Management

    E. Traffic

    F. Recreation and Open Space

    G. Schools

    The data and analysis should also support the requested future land use category by reflecting a <u>need</u> for that category. For example, a future land use request from Agricultural to Residential would need an analysis demonstrating the need for additional Residential acreage in the County.

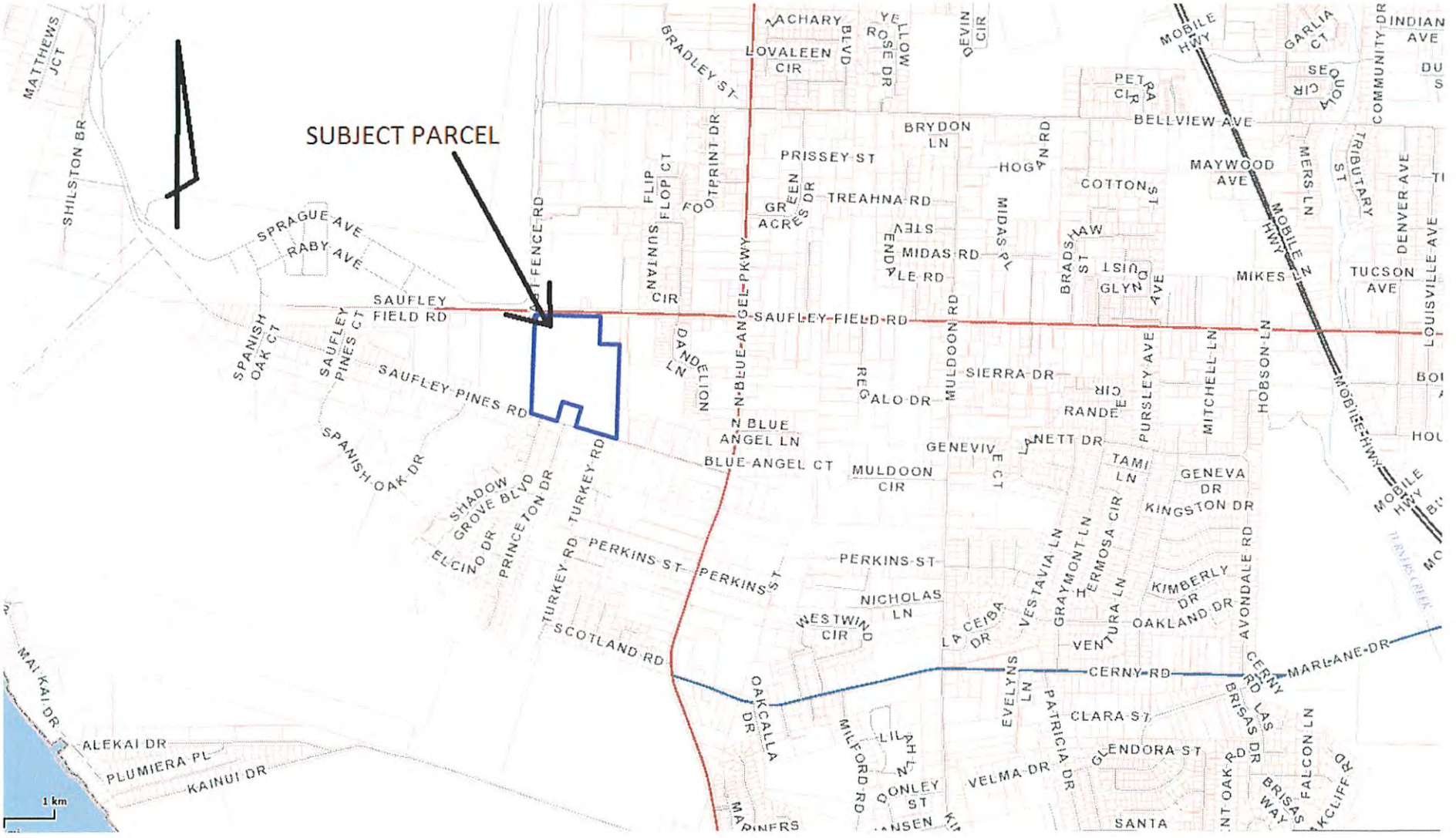
2. Proximity to and impact on the following:

    A. Wellheads (indicate distance and location to nearest wellhead)

    B. Historically significant sites (available from University of West Florida)

    C. Natural Resources, including wetlands (a wetlands survey is highly recommended if wetlands are located on the property)

3. An analysis of consistency with the Escambia County Comprehensive Plan, with reference to applicable sections therein


SUBJECT PARCEL
SAUFLEY FIELD RD
SAUFLEY PINES RD
SPRAGUE AVE
RABY AVE
SPANISH OAK CT
SAUFLEY PINES CT
SPANISH OAK DR
SHADOW GROVE BLVD
ELCINO DR
PRINCETON DR
TURKEY RD
PERKINS ST
SCOTLAND RD
N BLUE ANGEL PKWY
N BLUE ANGEL LN
BLUE ANGEL CT
MULDOON CIR
MULDOON RD
SIERRA DR
REGALO DR
DANDELION LN
SUNTAN CIR
FLIP FLOP CT
FOOTPRINT DR
BRADLEY ST
LOVALEEN CIR
ACHARY BLVD
YELLOW ROSE DR
DEVIN CIR
PRISSEY ST
TREAHNA RD
GREEN ACRES DR
BRYDON LN
HOGAN RD
MIDAS RD
MIDAS PL
BRADSHAW ST
COTTON ST
BELLVIEW AVE
PETRA CIR
MAYWOOD AVE
MOBILE HWY
GARLIA CT
SEQUOIA CIR
COMMUNITY DR
INDIAN AVE
MERS LN
TRIBUTARY ST
DENVER AVE
LOUISVILLE AVE
TUCSON AVE
MIKES
HOBSON LN
MITCHELL LN
PURSLEY AVE
RANDE CIR
LANETT DR
GENEVIVE CT
TAMI LN
GENEVA DR
KINGSTON DR
KIMBERLY DR
OAKLAND DR
AVONDALE RD
VENTURA LN
HERMOSA CIR
GRAYMONT LN
VESTAVIA LN
LA CEIBA DR
NICHOLAS LN
WESTWIND CIR
CERNY RD
MARLANE DR
CERNY RD
LAS BRISAS DR
BRISAS WAY
FALCON LN
CLARA ST
GLENDORA ST
PATRICIA DR
EVELYNS LN
VELMA DR
OAKCALLA DR
MILFORD RD
LILAH LN
DONLEY ST
MARINERS
SANTA
MAI KAI DR
ALEKAI DR
PLUMIERA PL
KAINUI DR
SHILSTON BR
MATTHEWS JCT
1 km

SITE MAP

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

10250 North Palafox St. Pensacola, FL 32534
Phone (850) 476-8677 Fax (850) 476-7708
fitzpatrick@fitzeng.com
Board of Professional Engineers Certification # 00008423

8/1/2016
RE: Future Land Use Amendment- parcel ID-02-2S-31-3000-002-002, 5700 Block Saufley Field Rd

Letter of request and Project discussion:
On behalf of the owner of the referenced parcel we respectfully request the parcel future land use designation be changed from I to MU-S. This change will enable the parcel owner to develop a residential subdivision. Because the proposed parcel is within existing residentially developed area ample infrastructure exists. Given the developed nature of the geographical area there is a need for new housing for residents moving into the area. This change will remove an incompatible land use designation and create a compatible use for the residential area.

1. The subject parcel future land use change request is to go from FLU I to FLU MU-S.
2. The subject parcel is 32 acres in size and located in the 5700 block of Saufley Field Road. The parcel has frontage along Saufley Field Road, East Fence Road, and Saufley Pines Road. It lies on the east side of East Fence Road. The site is wooded with approximately 20% of the site being an abandoned sand pit. There are three parcels adjacent to our east property line. A residential mobile home park and two single family residences.
3. Existing use of the parcel is abandoned sand mine/ pit. Proposed use is residential subdivision.

Data and Analysis requirements:

1. Note: a pre-application conference was held at Escambia County on June 22, 2016 where many of the below items were addressed.
    a. Sanitary Sewer is available, see attached email from ECUA, John Seymour
    b. Solid Waste Disposal is available, see attached email from ECUA, John Seymour
    c. Potable Water is available, see attached email from ECUA, John Seymour
    d. Stormwater Management, a portion of the existing onsite pit will be utilized to meet existing Escambia County and NWFWMD stormwater management regulations. In my professional opinion as the engineer of record the site is more than capable of meeting the aforementioned stormwater management regulations. The subject parcel lies between 3 county roadways with improved drainage systems. During the design process these drainage systems will be analyzed and improved if necessary to support the infill development.
    e. Traffic comments were issued by county access management staff. No comments were issued concerning the lack of available trips on the surrounding roads. Currently the parcel's flu would allow industrial traffic onto surrounding county roads. A proposed residential subdivision will eliminate this traffic with the temporary exception of the development of the parcel and construction of the homes. Therefore the impact of a residential development will actually be less than the current uses allowed. A review of the 2013 Escambia County congestion management table of Saufley Field Rd (attached). Saufley Field Rd alone has capacity for 13,500 more trips. The parcel has frontage on Saufley Pines Rd as well. Counts for Saufley Pines are not available however the Saufley Field Rd has ample trips available to support our development.
    f. Recreation and open space. Typical subdivision designs contain front and back yards to be used as open space and recreation areas. The current FLU designation has no obligation to create recreation space and very little open space.
    g. Schools will be: Elementary, Bellview. Middle, Bellview. High School, Pine Forest.

2. Proximity to and impact on the following:
    a. Wellheads, see attached wellhead map from ECUA. The map shows the nearest well site is near the intersection of Cerny Rd and Muldoon Rd. approximately a mile away as the crow flies.
    b. Historically significant sites. For many years the site has been used as a sand mine/ pit. Having previously gone through major disturbance and excavation it is reasonable to say the site holds no historical significance. Because of the proximity of the proposed parcel to Saufley Field there were APZ and AICUZ zones over about 2/3's of

the site. Recently the Navy has closed Saufley Field to air traffic thereby lifting the aforementioned zones. Please see attached email and letters.

c. Natural Resources, please see attached letter from our environmental consultant BIOME. There are no significant wetlands on the site.

3. Consistency with the comp plan.
The requested flu map designation amendment is consistent with the comp plan in that it will duplicate neighboring designations and remove the designation of I from this residential area. The change will facilitate an infill development within the MU-S which meets the intention of this designation. The comp plan encourages infill development where infrastructure is sufficient to meet demands; MU-S is one of the areas so designated in the comp plan. Infrastructure is sufficient to meet demands. This change will facilitate the improvement of this existing residential neighborhood.

Additional Florida Statute requirements: Each statement is listed along with the appropriate response of how each are met.

b.The future land use element or plan amendment shall be determined to discourage the proliferation of urban sprawl if it incorporates a development pattern or urban form that achieves four or more of the following:

(I)Directs or locates economic growth and associated land development to geographic areas of the community in a manner that does not have an adverse impact on and protects natural resources and ecosystems.

REPLY: The subject parcel is within the developed area of Escambia County. Development of the Subject parcel does not propose to have an adverse impact on natural resources and ecosystems. The change of the flu category as proposed will eliminate the chance of adverse impacts to natural resources and ecosystem in that it removes the industrial element from future development of the subject parcel.

(II)Promotes the efficient and cost-effective provision or extension of public infrastructure and services.

REPLY: The subject parcel is within the developed area of Escambia County. Infrastructure is currently available and directly adjacent to the subject parcel. No infrastructure extensions or additional or additional services will be required.

(III)Promotes walkable and connected communities and provides for compact development and a mix of uses at densities and intensities that will support a range of housing choices and a multimodal transportation system, including pedestrian, bicycle, and transit, if available.

REPLY: the subject parcel is infill development within an existing developed area of Escambia County. It will be near other parent parcels of different densities and ranges of housing choices. Those choices in close proximity of the subject parcel range from mobile homes to estates on multiple acre parcels.

(IV)Promotes conservation of water and energy.

REPLY: this proposed flu change is being made so the parcel may be developed as a single family subdivision. All houses will be constructed following current building codes where water conserving fixtures are required. Pertaining to energy, new codes require energy saving fixtures as well.

(V)Preserves agricultural areas and activities, including silviculture, and dormant, unique, and prime farmlands and soils.

REPLY: the subject parcel is not within an agricultural, silviculture, and dormant, unique, or prime farmland or soils area.

(VI)Preserves open space and natural lands and provides for public open space and recreation needs.

(VII)Creates a balance of land uses based upon demands of the residential population for the nonresidential needs of an area.

(VIII)Provides uses, densities, and intensities of use and urban form that would remediate an existing or planned development pattern in the vicinity that constitutes sprawl or if it provides for an innovative development pattern such as transit-oriented developments or new towns as defined in s.163.3164.

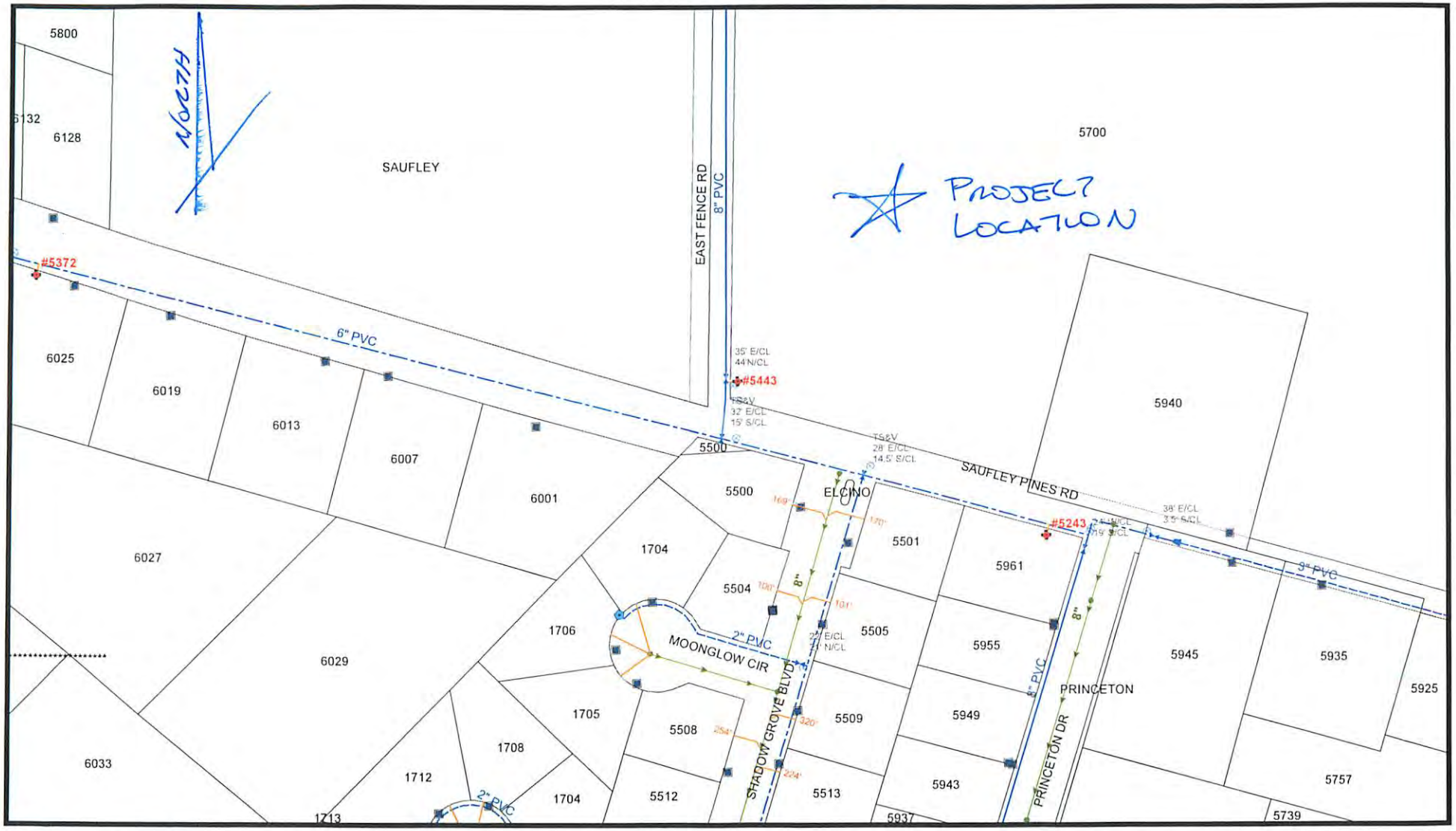
WATER, SEWER, SOLID WASTE AVAILABILITY

JOHN SEYMOUR IS ECUA'S MANAGER OF ENGINEERING PROJECTS

From: John Seymour
To: David Fitzpatrick
Subject: 5700 Saufley Field Rd project question
Date: Tuesday, August 02, 2016 12:45:12 PM

David,
There is adequate water service available on the west and north sides of the property, there is a force main along the north side which is adequate for sewer service, the down stream system should be adequate for this project. Sanitation services are available via ECUA Sanitation.
John

Saufley Pines @ East Fence

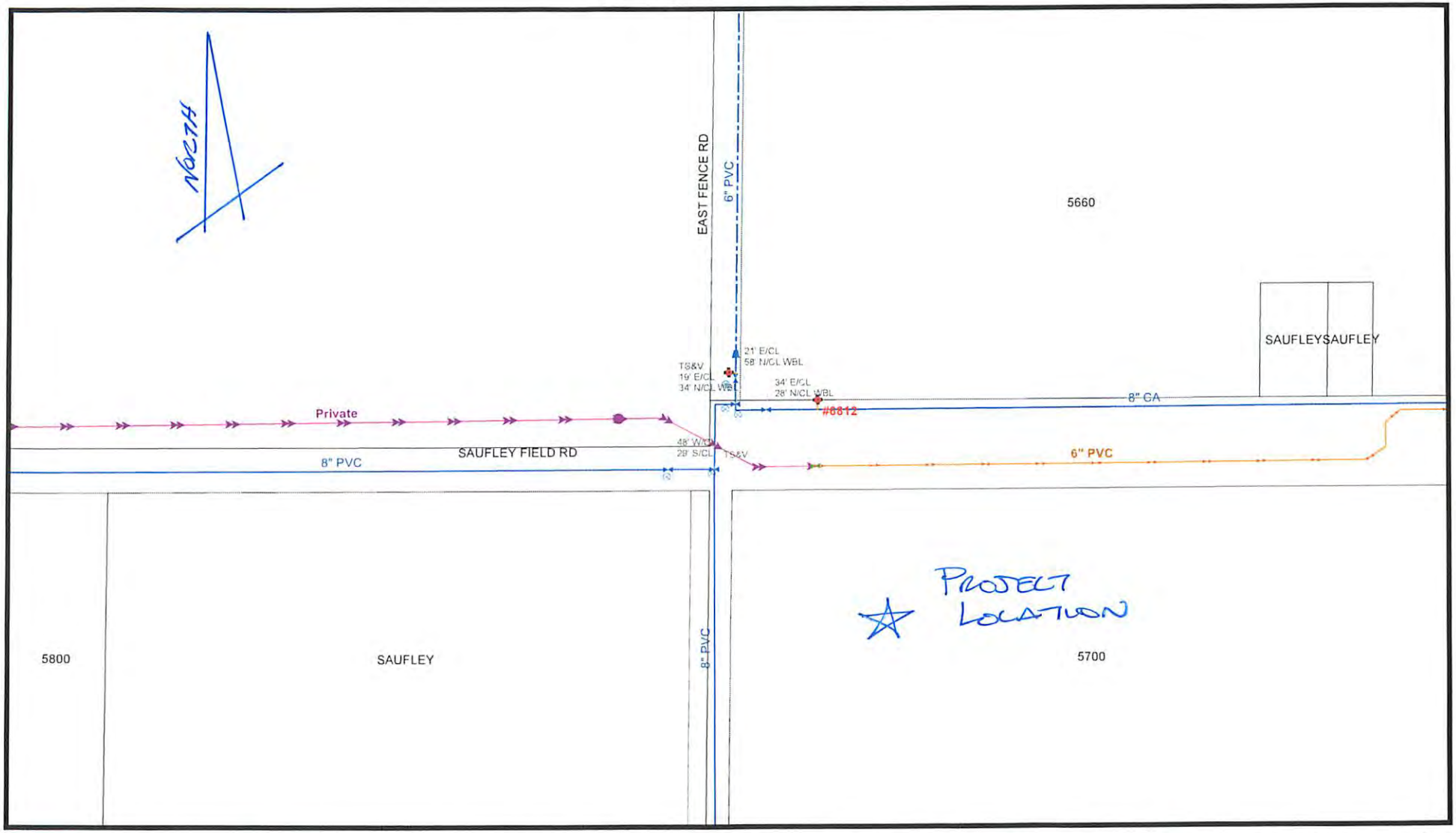


1 inch = 100 feet

Date: 5/6/2016

DISCLAIMER: The Emerald Coast Utilities Authority map/data is informational records of the approximate location of ECUA water and/or sewer facilities only. No representation is made as to its accuracy, and ECUA disclaims any and all liability with respect to any information shown. It is provided for information purposes only and it is not to be used for development of construction plans or any type of engineering services based on information depicted herein. This map/data is not guaranteed accurate or suitable for any use other than that for which it was gathered. Any use of this information by any other organization for any other purpose and any conclusions drawn from the use of this data is strictly the responsibility of the user.

Saufley Field @ East Fence



1 inch = 100 feet

Date: 5/6/2016

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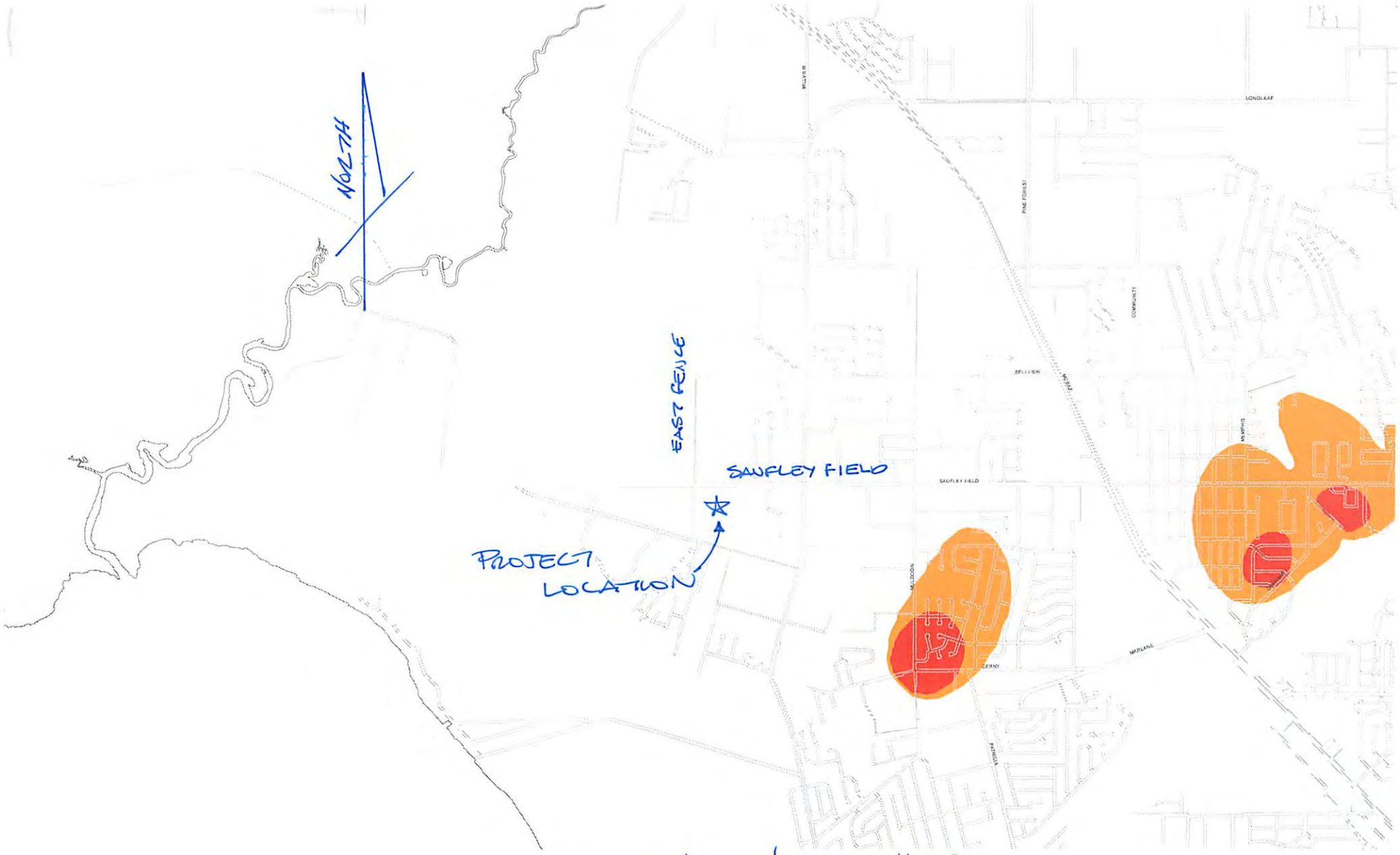
COUNTY ROAD AND SEGMENT	FUNC CLASS	NO. LNS	FACILITY TYPE	TOTAL # OF SIG	SIG PER MILE	SEG LTH MI.	LOS AREA	LOS (STD) & MAX VOL	FDOT COUNT STA #	2014 AADT	AADT ANALYSIS YEAR	AADT AADT VOLUME	AADT AADT LOS	PK HR. / PK DIR. LOS STD/ MAX VOL	PK HR. / PK DIR. VOLUME	PK HR. / PK DIR. LOS
CR 295A (cont.)																
Old Corry Field Road	Urban	2	Undivided	1	0.698	1.433	Urbanized	(D)	5084	9,000	2004	11,000	D	(D)	559	D
Navy Boulevard to	Collector		35 MPH					14,800	4017	9,100	2005	10,300	D	750	524	D
Lillian Highway									5144	6,900	2006	10,500	D		534	D
											2007	10,250	D		521	D
											2008	9,950	D		506	D
											2009	10,150	D		516	D
											2010	10,850	D		552	D
											2011	9,200	D		468	D
										% of MV	2012	9,750	D		496	D
										56.31%	2014	8,334	D		424	D
1.217-2.650										62.17%	2019	9,201	D		468	D
Roadway ID: 48560000										68.64%	2024	10,159	D		517	D
CR 296																
Saufley Field Road	Urban	2	Divided	1	1.282	0.780	Urbanized	(D)	4073	3,600	2004	5,700	C	(D)	282	C
Saufley Field enterance	Collector		45 MPH					17,700			2005	6,000	C	880	297	C
to Blue Angel Parkway											2006	5,700	C		282	C
											2007	5,900	C		292	C
											2008	5,500	C		272	C
											2009	5,200	C		257	C
											2010	4,800	C		238	C
											2011	4,500	C		223	C
										% of MV	2012	4,200	C		208	C
										20.34%	2014	3,600	C		178	C
0.000-0.780										22.46%	2019	3,975	C		197	C
Roadway ID: 48610000										24.79%	2024	4,388	C		217	C
Mobile Highway to	Minor	2	Divided	1	0.713	1.402	Urbanized	(D)	4015	19,000	2004	19,500	F*	(D)	965	F*
Blue Angel Parkway	Arterial		45 MPH					17,700			2005	21,000	F*	880	1,040	F*
											2006	21,500	F*		1,064	F*
											2007	21,500	F*		1,064	F*
											2008	20,900	F*		1,035	F*
											2009	17,500	D		866	D
											2010	19,500	F*		965	F*
											2011	20,000	F*		990	F*
										% of MV	2012	19,500	F*		965	F*
										107.34%	2014	19,000	F*		941	F*
0.780.2.182										118.52%	2019	20,978	F*		1,038	F*
Roadway ID: 48610000										130.85%	2024	23,161	F*		1,146	F*

Updated 2015, using 2012 FDOT LOS Tables. LOS Standards and Max Allowable Volumes are based on those established for State Roadways. "E" following the count indicates an estimated count. "T" following the Count Station number indicated a Telemetered Traffic Monitoring Site. These Tables Are For General Purposes Only. Not To Be Used For Concurrency Management Purposes. Prepared for the FY 2014/15 Transportation Planning



WELL HEAD MAP

INFORMATION FOR SAUFLEY FIELD CLOSING
AIR OPERATIONS

David Fitzpatrick

From: Oram, Stephanie S CIV NAVFAC SE, PWD Pensacola [stephanie.oram@navy.mil]
Sent: Monday, June 27, 2016 5:03 PM
To: David Fitzpatrick
Subject: RE: Saufley Field Question
Signed By: There are problems with the signature. Click the signature button for details.

CNIC Outlying Landing Field Sa... saufley closure letter.pdf

David,

As we discussed, Navy Outlying Landing Field (NOLF) Saufley Field is now a closed airfield and any restrictions associated with Avigation concerns are no longer necessary. The attached letters indicate that it is a closed field. The Escambia County Airfield Overlays are no longer needed.

Please let me know if you need anything else.
Stephanie

Stephanie Oram
Community Planner and Liaison Officer
NAS Pensacola
150 Hase Road, Room 175
Pensacola, FL 32508
Office: 850-452-8715/DSN: 459-8715
Cell: 850-619-5079
stephanie.oram@navy.mil

-----Original Message-----
From: David Fitzpatrick [mailto:David@fitzeng.com]
Sent: Monday, June 27, 2016 3:04 PM
To: Oram, Stephanie S CIV NAVFAC SE, PWD Pensacola
Subject: [Non-DoD Source] Saufley Field Question

Thank you for returning my call today. My client is purchasing the parcel directly southeast of one of the runways at Saufley Field. Escambia County's aerial map (attached) shows a clear zone across the subject parcel. To confirm our conversation, please respond to this email with the information of the closing of Saufley Field by the Navy and FAA. And because of this closing the Navy releases Escambia County and gives authority to lift all air traffic overlay areas around Saufley Field. Thank you for your help in this matter.

Thank you
David W. Fitzpatrick, P.E.

David W. Fitzpatrick, P.E., P.A.
10250 N. Palafox Street
Pensacola, Florida 32534
Phone: 850-476-8677
Fax: 476-7708

NOTICE: This communication is intended only for the person or entity to whom it is addressed and may contain confidential, proprietary, and / or privileged material. Unless you are the intended addressee, any review, reliance, dissemination, distribution, copying or use whatsoever of this communication is strictly prohibited. If you received this in

error, please reply immediately and delete the material from all computers.

DEPARTMENT OF THE NAVY
COMMANDER, NAVY INSTALLATIONS COMMAND
716 SICARD STREET, SE, SUITE 1000
WASHINGTON NAVY YARD, DC 20374-5140

1440
Ser N3/168001
JAN 6 2016

From: Commander, Navy Installations Command
To: Commanding Officer, Naval Air Station Pensacola

Subj: OUTLYING LANDING FIELD SAUFLEY AIRPORT CLOSURE

Ref: (a) NAS Pensacola ltr 3700 Ser N32/0861 of 10 July 15

1. Request contained in reference (a), to close Outlying Landing Field (OLF) Saufley Airport, is approved.

2. Ensure appropriate action is taken to remove OLF Saufley Airport from all flight information publications.

T. G. ALEXANDER
By direction

Copy to:
COMNAVREG SE Jacksonville FL

DEPARTMENT OF THE NAVY
NAVAL AIR STATION PENSACOLA
150 HASE ROAD SUITE-A
PENSACOLA, FL 32508-1051

3700
Ser N32/0861
10 July 2015

From: Commanding Officer, Naval Air Station Pensacola
To: Commander, Naval Installations Command
Via: Commander, Navy Region Southeast

Subj: OUTLYING LANDING FIELD SAUFLEY AIRPORT CLOSURE

Ref: (a) NAVAIR 00-80T-124
(b) NAS Pensacola ltr 11000 Ser N45/0498 of 21 May 14
(b) CNAF ltr 11000 Ser N8/966 of 4 Sep 14

1. Per reference (a), request to close Outlying Landing Field Saufley. Reference (b) is Naval Air Station Pensacola's request for a determination from Commander, Naval Air Forces (CNAF) on the long term viability of OLF Saufley.

2. Per reference (c), CNAF states there is "no future aviation training or operational requirements that need to be supported by the OLF."

3. Request OLF Saufley airport be removed from all flight publications and considered a closed airfield. The Federal Aviation Administration maintained VHF Omni Directional Range navigation aid remains in use.

4. My point of contact is Mr. Michael McCarthy. He can be reached at COMM: (850) 452-2547 DSN: 459-2547 or email at michael.mccarthy2@navy.mil.

K. W. HOSKINS

Copy to:
COMNAVAIRLANT N74
FAA, Eastern Service Area,
(AJR-03), Air Traffic Control Representative
NAVFIG SPAWARSYSCENT, Atlantic
(Code 525E0/N980A)

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "***Agreement***"), dated as of May 18, 2016 (the "***Effective Date***"), is entered into between **PREFERRED MATERIALS, INC.**, a Georgia corporation, successor in interest to Oldcastle Southern Group, Inc., successor in interest to APAC-Southeast, Inc. ("***Seller***") having an address of c/o Oldcastle, Inc., 900 Ashwood Parkway, Suite 600, Atlanta, Georgia 30338 and **Stafford Development Group Inc.**, a Florida corporation ("***Buyer***") having an address of 357 Grande Oaks Blvd, Cantonment, Florida 32533.

RECITALS

WHEREAS, Seller is the owner of the land located at 5700 Saufley Field Road, Pensacola, Escambia County, Florida, which is more particularly described in Exhibit A attached to this Agreement and made a part hereof (the "***Land***"), the buildings and improvements, if any, located thereon (the "***Improvements***"; together with the Land hereinafter sometimes collectively referred to as the "***Property***"); and

WHEREAS, subject to the terms and conditions hereof, Seller desires to sell to Buyer the Property and Buyer desires to purchase the Property from Seller.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I
ACCESS AND INSPECTION; EXAMINATION BY BUYER

Section 1.01 **Buyer Access to Property**. Between the date of this Agreement and the Closing, Buyer and Buyer's agents, employees, contractors, representatives and other designees (hereinafter collectively called "***Buyer's Designees***") shall have the right to enter the Property for the purposes of inspecting the Property, conducting soil tests, conducting surveys, mechanical and structural engineering studies, and conducting any other investigations, examinations, tests and inspections as Buyer may reasonably require to assess the condition of the Property; *provided however;* that

(a) any activities by or on behalf of Buyer, including, without limitation, the entry by Buyer or Buyer's Designees onto the Property, or the other activities of Buyer or Buyer's Designees with respect to the Property (hereinafter called "***Buyer's Activities***") shall not damage the Property in any manner whatsoever;

(b) in the event the Property is damaged in any manner in connection with any Buyer's Activities, Buyer shall immediately return the Property to the condition existing prior to Buyer's Activities; and

(c) Buyer shall indemnify, defend and hold Seller harmless from and against any and all claims, liabilities, damages, losses, costs and expenses of any kind or nature whatsoever (including, without limitation, attorneys' fees and expenses and court costs) suffered, incurred or sustained by Seller as a result of, by reason of, or in connection with any Buyer's Activities. Notwithstanding any provision of this Agreement to the contrary, Buyer shall not have the right to undertake any environmental studies or testing beyond the scope of a standard "Phase I" evaluation without coordinating the evaluation with Seller.

Section 1.02 **Due Diligence Date**. Buyer shall have until the date that is forty-five (45) days after the Effective Date (herein called the "***Due Diligence Date***"), to perform such investigations, examinations, tests and inspections as Buyer shall deem necessary or desirable to determine whether the Property is suitable and satisfactory to Buyer. In the event Buyer shall determine that the Property is not suitable and satisfactory to Buyer, Buyer shall have the right to terminate this Agreement by giving written notice to Seller on or before the Due Diligence Date ("***Termination Notice***"). In the event Buyer delivers the Termination Notice to Seller, all rights and obligations of the parties under this Agreement shall terminate (except those indemnity and insurance obligations set forth in this Article), and Buyer's Deposit shall be forthwith returned to Buyer. If Buyer does not deliver, or fails to timely deliver the Termination Notice in accordance with this **Section 1.02**, Buyer shall have no further right to terminate this Agreement pursuant to this **Section 1.02**.

Section 1.03 **Liability Insurance**. Prior to any entry by Buyer or any of Buyer's Designees onto the Property, Buyer shall:

(a) if Buyer does not then have such a policy in force, procure a policy of commercial general liability insurance, issued by an insurer reasonably satisfactory to Seller, covering all Buyer's Activities, with a single limit of liability (per occurrence and aggregate) of not less than **$2,000,000.00**; and

(b) deliver to Seller a Certificate of Insurance, evidencing that such insurance is in force and effect, and evidencing that Seller has been named as an additional insured thereunder with respect to any Buyer's Activities (such Certificate of Insurance shall be delivered to Seller, at the address for notices set forth below Seller's execution of this Agreement). Such insurance shall be written on an "occurrence" basis, and shall be maintained in force until the earlier of:

(i) the termination of this Agreement and the conclusion of all Buyer's Activities, or;

(ii) Closing.

(c) Such insurance shall waive all rights of subrogation against the Seller, or Seller's officers, directors, employees, representatives and affiliates.

ARTICLE II
CONVEYANCE OF THE PROPERTY

Section 2.01 **Subject of Conveyance.** Subject to the terms and conditions of this Agreement, Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the Property, including without limitation, all of Seller's right, title and interest in:

(a) all rights appurtenant to the Land, if any, including without limitation, any strips and gores abutting the Land, and any land lying in the bed of any street, road or avenue in front of, or adjoining the Land, to the center line thereof;

(b) all (if any) easements, access easements, rights of way, privileges, licenses, appurtenances and other rights and benefits belonging to the owner of, running with, or in any way related to the Land;

(c) to the extent transferable or assumable, all permits, approvals, variances, authorizations, licenses, registrations and consents issued, granted, given or otherwise made available by or under the authority of any federal, state or local governmental body or under any federal, state or local law, or ordinance, regulation or rule together with all obligations, including but not limited to reclamation and financial security provisions thereunder as may be required (all of which are herein collectively referred to as the "Permits"); and

(d) the fixtures, building equipment and personal property owned by Seller and used in connection with the Improvements or the Land.

Section 2.02 **"As-Is", "Where Is" Conveyance.**

(a) Subject to this Agreement, Buyer acknowledges that Buyer has made (or will make during the due diligence period) thorough inspections and investigations of the Property and Buyer agrees to take title to the Property "AS-IS" and in the condition existing as of the date of this Agreement, subject to reasonable use, ordinary wear and tear and without any reduction in or abatement of the Purchase Price.

(b) Neither party to this Agreement is relying on any statement or representation not expressly stated in this Agreement. Buyer specifically confirms and acknowledges that in entering into this Agreement, Buyer has not been induced by, and has not relied upon, whether express or implied, warranties, guaranties, promises, statements, inducements, representations or information pertaining to the Property or its uses, the physical condition, environmental condition, state of title, income, expenses or operation of the Property, or any other matter or thing with respect thereto, written or unwritten, whether made by Seller or any agent, employee or other representative of Seller, or any broker or any other person representing (or purporting to represent) Seller, which are not expressly set forth in this Agreement. Seller shall not be liable for or

bound by any written or unwritten statements, representations, warranties, brokers' statements or other information pertaining to the Property furnished by Seller, any broker, any agent, employee or other actual (or purported) representative of Seller, or any person, unless and only to the extent the same are expressly set forth in this Agreement.

ARTICLE III
PURCHASE PRICE

Section 3.01 **Purchase Price and Deposit.** The purchase price to be paid by Buyer to Seller for the Property is TWO HUNDRED EIGHTY-FIVE AND NO/100 DOLLARS ($285,000.00) (the "***Purchase Price***"). The Purchase Price shall be payable as follows:

(a) the amount of FIFTEEN THOUSAND AND NO/100 DOLLARS ($15,000.00) (the "***Deposit***") is due and payable upon the execution and delivery of this Agreement. The Deposit shall be applicable to the Purchase Price at Closing, but shall be non-refundable to Buyer except in the case of a default by Seller; and

(b) the balance of the Purchase Price is due and payable on the Closing Date, subject to any credits or apportionments as provided for under this Agreement.

Section 3.02 **Payments.** The Deposit may be paid by Buyer's certified check or official bank check, subject to collection, and it shall be made payable to First American Title Insurance Company, 50 South Main Street, Suite 709, Akron, Ohio 44308, Attention: Michael Schoenewald, as escrow agent ("***Escrow Agent***") or by wire transfer to Escrow Agent. The Escrow Agent agrees to hold the Deposit in escrow pursuant to the terms of this Agreement. The balance of the Purchase Price shall be paid, at Seller's election, either by certified or official bank checks or by one or more wire transfers of immediately available federal funds to an account, or accounts, designated in writing by Seller no later than one (1) day prior to the Closing Date.

ARTICLE IV
CLOSING

Section 4.01 **Closing Date**. Unless previously terminated pursuant to an express written ability of a party to do so as provided herein, closing of the transaction contemplated by this Agreement (the "***Closing***") shall take place on that date which is thirty (30) days after the Due Diligence Date, or on such later date and time as may be mutually agreed by and among the Buyer and the Seller (the "***Closing Date***") at the offices of Buyer's counsel, McDonald Fleming Moorhead, located at 127 S. Palafox Place, Suite 500, Pensacola, FL 32502, *provided however* that in connection with the preparation of the documentation for Closing, Seller shall be responsible for such preparation, and shall cause Buyer or Buyer's counsel and the closing agent to prepare such documents sufficiently in advance so that all closing documents may be executed by

the authorized representatives of Seller at Seller's offices in advance of Closing, and attendance by the authorized representatives of Seller at Closing will not be necessary.

Section 4.02 **Seller's Closing Deliverables.** At the Closing, Seller shall deliver or cause to be delivered to Buyer, the items listed in this **Section 4.02**, executed, certified and acknowledged by Seller, as appropriate.

(a) Seller shall deliver to Buyer a special warranty deed, executed with the appropriate acknowledgement form and otherwise in proper form for recording so as to convey title to the Property as required by this Agreement. The Deed shall contain covenants on the part of the Buyer not to use or permit use of the Property for the (i) resale of limestone or granite aggregates, (ii) operation of an asphalt plant or asphalt-related business, (iii) operation of concrete block plant, (iv) operation of concrete batch plant (including both ready-mix plants and central-mix plants) or related business. The delivery of the deed by Seller, and the acceptance by Buyer, shall be deemed the full performance and discharge of every obligation on the part of Seller to be performed pursuant to this Agreement, except those obligations of Seller which are expressly stated in this Agreement to survive the Closing.

(b) Seller shall execute and deliver to Buyer counterparts of any required transfer tax returns, or in each instance and if available, an electronic filing of such returns, together with the required payment of applicable transfer taxes, pursuant to the requirements of the applicable state and local taxing authorities; notwithstanding the foregoing, however, at Seller's option, Seller may elect to allow Buyer a credit against the Purchase Price for the amount of transfer taxes due and payable by Seller and to have Buyer make the timely payment directly to the taxing authorities or provide payment for such amounts through the Escrow Agent or Buyer's Title Insurance Company and Buyer shall provide Seller with proof of payment at the Closing.

(c) A certification that Seller is not a "foreign person" as such term is defined in Section 1445 of the Internal Revenue Code of 1984, as amended and the regulations thereunder, which certification shall be signed under penalty of perjury.

(d) With respect to Buyer's Title Insurance Company (as hereafter defined), Seller shall deliver: (i) an original affidavit of title to the Title Insurance Company (as hereafter defined) in customary form and reasonably acceptable to Seller, stating, among other things, that there are no unpaid bills or claims (except for bills or expenses to be prorated pursuant to this Agreement as of the date immediately preceding the Closing Date) for labor performed or materials furnished in connection with the Property; and (ii) such evidence as the title company may reasonably require as to the authority of the person, or persons, executing document on behalf of Seller and a certificate of good standing for Seller.

(e) A settlement statement setting forth the distribution of the Purchase Price at the Closing, and the payments of the expenses and prorations of the real property taxes as provided in this Agreement.

(f) Such other documents or instruments as may be reasonably requested by the Buyer (provided that such other documents do not conflict with the terms expressly set forth in this Agreement) to consummate the transaction contemplated by this Agreement.

Section 4.03 **Buyer's Closing Deliverables.** At the Closing, Buyer shall deliver or cause to be delivered to Seller, the items listed in this **Section 4.03**, executed, certified and acknowledged by Buyer, as appropriate.

(a) Buyer shall pay the balance of the Purchase Price to Seller on the Closing Date.

(b) Buyer shall pay all costs and expenses agreed to be paid by Buyer in **Section 4.04** of this Agreement.

(c) Buyer shall, where applicable, join with Seller in the execution and delivery of the closing documents and instruments required under **Section 4.02** of this Agreement to which Buyer is a party.

(d) Such other documents or instruments as may be reasonably requested by the Seller (provided that such other documents do not conflict with the terms expressly set forth in this Agreement) to consummate the transaction contemplated by this Agreement.

Section 4.04 **Costs.**

(a) Seller and Buyer shall each pay the fees and expenses of its own counsel in connection with the preparation and negotiation of this Agreement. The deed and other agreements and instruments related to the transaction contemplated by this Agreement and such legal costs shall not be part of the closing costs; *provided, however*, that if any legal action is instituted under this Agreement, if the Seller prevails in such legal action, the Seller shall be entitled to recover from the Buyer reasonable attorneys' fees and costs related to such legal action, including reasonable attorneys' fees and costs in all trial, appellate, post-judgment and bankruptcy proceedings.

(b) Seller shall pay: (i) all transfer taxes and other taxes for the State of Florida and the County of Escambia payable in connection with the transaction contemplated by this Agreement; (ii) the commission owed to the Broker pursuant to **Article XII** of this Agreement; and (iii) recording fees for mortgage satisfaction or other title clearing documents.

(c) Buyer shall pay:

(i) the costs charged by Buyer's Title Insurance Company, including, without limitation, costs related to the Title Commitment, any premiums, title endorsements and affirmative insurance;

(ii) the costs related to the Survey and any other survey or survey update;

(iii) any other fees or costs related to Buyer's due diligence reviews; and

(iv) the recording fees for the recording of the deed.

Section 4.05 **Apportionments.** All matters listed in this **Section 4.05** shall be apportioned as of 11:59 p.m. of the date immediately preceding the Closing Date, unless expressly provided for otherwise.

(a) All real estate taxes based on the fiscal year for which they are assessed and assessments. If the Property shall be, or have been, affected by any assessments or special assessments payable in a lump sum or which are, or may become, payable in installments, of which the first installment is then a charge or lien, or has already been paid, then at the Closing such amounts will be paid or apportioned, as the case may be in the following manner:

(i) any such assessments or installments, or portion thereof, payable on or after the Closing Date shall be the responsibility of Buyer; and

(ii) any such assessments or installments, or portion thereof, payable prior to the Closing Date shall be the responsibility of Seller.

(b) Any other items which are customarily prorated in connection with the purchase and sale of properties similar to the Property shall be prorated as of the Closing.

ARTICLE V
TITLE MATTERS AND VIOLATIONS

Section 5.01 **Acceptable Title.** Seller shall convey and Buyer shall accept fee simple title to the Property in accordance with the terms and conditions of this Agreement, and subject to:

(a) the Permitted Exceptions (as hereafter defined); and

(b) such other matters as any Title Insurance Company (as hereafter defined) shall be willing to omit as exceptions to coverage or to except with insurance against collection out of or enforcement against the Property.

Section 5.02 **Permitted Exceptions.** For the purposes of this Agreement, "good and marketable fee simple title" shall mean such title as is insurable by a title insurance company licensed to conduct business in the state of Florida (the "***Title Insurance Company***"), under its standard form of ALTA owner's policy of title insurance, 2006 Form, at its standard rates. The Property is to be conveyed subject only to the following matters (collectively, the "***Permitted Exceptions***"):

(a) any and all laws, statutes, ordinances, codes, rules, regulations, requirements or executive mandates, as the same may be amended subsequent to the date of this Agreement, affecting the Property;

(b) encroachments, if any, on any street or highway;

(c) such matters as would be disclosed by a current and accurate survey prepared by a surveyor licensed in the state of Florida to conduct surveys (the "***Survey***") or inspection of the Property, which Survey Buyer has approved or is deemed to have approved, whether or not Buyer actually conducts any inspection or Survey of the Property; and

(d) real estate taxes, assessments and water and sewer charges, that are not due and payable prior to the Closing Date, subject to any apportionments as provided for in this Agreement.

Section 5.03 **Objections to Title**.

(a) Buyer shall order, at its sole cost and expense, within ten (10) days following the date of execution and delivery of this Agreement a commitment for title insurance from a Title Insurance Company, together with true, legible (to the extent available) and complete copies of all instruments giving rise to any defects or exceptions to title to the Property (collectively, the "***Title Commitment***"), which Title Commitment shall be delivered to counsel for both Buyer and Seller concurrently.

(b) Buyer shall deliver to Seller any objections to the exceptions to title set forth in the Title Commitment and/or the Survey, other than the Permitted Exceptions (collectively, "***Buyer's Objections***"), by no later ten (10) days after the receipt of the Title Commitment.

(c) Seller shall thereafter have a period of ten (10) days during which time Seller shall have the right, but not the obligation, to cure Buyer's Objections. Seller shall not be required to take any action, to institute any proceeding or to incur any expense in order to remedy Buyer's Objections. If Seller shall elect not to take any action, institute any proceeding or incur any expense to remedy Buyer's Objections, Seller shall be deemed unable to convey the Property in accordance with the terms of this Agreement. Seller shall, by no later than ten (10) days after Seller's receipt of Buyer's Objections, send a response notice to Buyer and Buyer shall thereafter, by no later than ten (10) days after Buyer's receipt of Seller's response notice elect to either: (A) accept such title to the Property, in accordance with **Section 5.04** of this Agreement; or (B) terminate this Agreement in accordance with **Section 9.01(b)**.

Section 5.04 **Seller's Inability to Convey**. In the event Seller is unable to convey title to the Property in accordance with this Agreement, then notwithstanding Buyer's remedies in **Section 9.01(b)** of this Agreement, Buyer shall also have the right to accept such title to the Property as Seller can convey, in which event Seller shall make

the deliveries provided for in this Agreement to Buyer at the Closing, to the extent Seller is able to do so, and there shall be no reduction or credit against the Purchase Price, except as otherwise provided for in this Agreement.

ARTICLE VI
REPRESENTATIONS AND WARRANTIES; CERTAIN DISCLAIMERS

Section 6.01 **Seller's Representations and Warranties.** Seller represents and warrants to Buyer the following:

(a) The Seller has the requisite power and authority to execute, deliver, and perform its obligations under this Agreement and related instruments to which it is a party. This Agreement and all other agreements to be executed in connection herewith or therewith (a) have been duly authorized, executed, and delivered by the Seller and (b) are valid, binding, and enforceable against the Seller.

(b) The Seller is a corporation duly formed, validly existing, and in good standing under the laws of the State of Georgia.

(c) The execution, delivery, and performance of this Agreement and the related instruments and the consummation of the transaction contemplated hereby do not (i) violate any provision of the Seller's bylaws or other document governing the Seller's existence; or (ii) conflict with any order, arbitration award, judgment, or decree to which such Seller is a party.

(d) Seller is not a "foreign person" as such term is defined in Section 1445 of the Internal Revenue Code or any related regulations, as amended.

(e) No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transaction contemplated hereby based upon arrangements made by or on behalf of Seller, except as disclosed in Section XII of the Agreement.

(f) To Seller's knowledge, there is no pending or threatened litigation or condemnation action against the Property or against Seller with respect to the Property as of the date of this Agreement.

(g) To Seller's knowledge, there are no rights of parties in possession not shown by the public records. Seller shall execute an affidavit at Closing sufficient to allow the deletion of the parties in possession exception from the Title Commitment.

Section 6.02 **Disclaimer of All of Representations and Warranties of Seller.** SELLER DOES NOT, BY THE EXECUTION AND DELIVERY OF THIS AGREEMENT, AND SELLER SHALL NOT, BY THE EXECUTION AND DELIVERY OF ANY DOCUMENT OR INSTRUMENT EXECUTED AND DELIVERED IN CONNECTION WITH CLOSING, MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE

WHATSOEVER, WITH RESPECT TO THE PROPERTY, AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER MAKES, AND SHALL MAKE, NO EXPRESS OR IMPLIED WARRANTY AS TO MATTERS OF TITLE (OTHER THAN SELLER'S WARRANTY OF TITLE SET FORTH IN THE DEED TO BE DELIVERED AT CLOSING), ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITION (INCLUDING, WITHOUT LIMITATION, LAWS, RULES, REGULATIONS, ORDERS AND REQUIREMENTS PERTAINING TO THE USE, HANDLING, GENERATION, TREATMENT, STORAGE OR DISPOSAL OF ANY TOXIC OR HAZARDOUS WASTE OR TOXIC, HAZARDOUS OR REGULATED SUBSTANCE), VALUATION, GOVERNMENTAL APPROVALS, GOVERNMENTAL REGULATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY, (HEREINAFTER COLLECTIVELY CALLED THE "**DISCLAIMED MATTERS**"). BUYER AGREES THAT, WITH RESPECT TO THE PROPERTY, BUYER HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF SELLER, BUYER WILL CONDUCT SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY (INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITION THEREOF) AND RELY UPON SAME AND, UPON CLOSING, SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, THE DISCLAIMED MATTERS, MAY NOT HAVE BEEN REVEALED BY BUYER'S INSPECTIONS AND INVESTIGATIONS. SUCH INSPECTIONS AND INVESTIGATIONS OF BUYER SHALL BE DEEMED TO INCLUDE AN ENVIRONMENTAL AUDIT OF THE PROPERTY, AN INSPECTION OF THE PHYSICAL COMPONENTS AND GENERAL CONDITION OF ALL PORTIONS OF THE PROPERTY, SUCH STATE OF FACTS AS AN ACCURATE SURVEY AND INSPECTION OF THE PROPERTY WOULD SHOW, PRESENT AND FUTURE ZONING AND LAND USE ORDINANCES, RESOLUTIONS AND REGULATIONS OF THE CITY, COUNTY AND STATE WHERE THE PROPERTY IS LOCATED AND THE VALUE AND MARKETABILITY OF THE PROPERTY. SELLER SHALL SELL AND CONVEY TO BUYER, AND BUYER SHALL ACCEPT, THE PROPERTY "AS IS", "WHERE IS", AND WITH ALL FAULTS, AND THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS, COLLATERAL TO OR AFFECTING THE PROPERTY BY SELLER OR ANY THIRD PARTY. WITHOUT IN ANY WAY LIMITING ANY PROVISION OF THIS **SECTION 6.02** BUYER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES, RELEASES AND DISCHARGES ANY CLAIM IT HAS, MIGHT HAVE HAD OR MAY HAVE AGAINST SELLER WITH RESPECT TO (i) THE DISCLAIMED MATTERS, (ii) THE CONDITION OF THE PROPERTY, EITHER PATENT OR LATENT, (iii) THE PAST, PRESENT OR FUTURE CONDITION OR COMPLIANCE OF THE PROPERTY WITH REGARD TO ANY

ENVIRONMENTAL PROTECTION, POLLUTION CONTROL OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING, WITHOUT LIMITATION, CERCLA, AND (iv) ANY OTHER STATE OF FACTS THAT EXISTS WITH RESPECT TO THE PROPERTY. THE TERMS AND CONDITIONS OF THIS **SECTION 6.02** SHALL EXPRESSLY SURVIVE THE CONSUMMATION OF THE PURCHASE AND SALE OF THE PROPERTY ON THE CLOSING, THE DELIVERY OF THE DEED AND THE PAYMENT OF THE PURCHASE PRICE, WITHOUT REGARD TO ANY LIMITATIONS UPON SURVIVAL SET FORTH IN THIS AGREEMENT.

Section 6.03 **Buyer's Representations and Warranties.** Buyer represents and warrants to Seller on and as of the date of this Agreement and on and as of the Closing Date as follows:

(a) The Buyer has the requisite power and authority to execute, deliver, and perform its obligations under this Agreement and related instruments to which it is a party. This Agreement and all other agreements to be executed in connection herewith or therewith (a) have been duly authorized, executed, and delivered by the Seller and (b) are valid, binding, and enforceable against the Seller.

(b) The Buyer is a corporation duly formed, validly existing, and in good standing under the laws of the State of Florida.

(c) The execution, delivery, and performance of this Agreement and the related instruments and the consummation of the transaction contemplated hereby do not (a) violate any provision of the Buyer's bylaws or other document governing the Buyer's existence or (b) conflict with any order, arbitration award, judgment, or decree to which such Buyer is a party.

(d) No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transaction contemplated hereby based upon arrangements made by or on behalf of Buyer, except as disclosed in Section XII of the Agreement.

(e) Buyer has sufficient cash on hand or other sources to enable it to make payment of the Purchase Price and consummate the closing on the Closing Date.

(f) There are no actions, suits, claims, investigations or other legal proceedings pending or threatened against or by Buyer or any affiliate of Buyer that challenge or seek to prevent, enjoin or otherwise delay the consummation of the contemplated transaction.

(g) Buyer has conducted its own independent investigation, review and analysis of the Property, and acknowledges that it has been provided adequate access to the personnel, properties, assets, premises, and records, and other documents and data of Seller for such purpose. Buyer acknowledges and agrees that: (a) in making its decision to enter into this Agreement and to consummate the transaction contemplated hereby,

Buyer has relied solely upon its own investigation and the express representations and warranties of Seller set forth in **Section 5** of this Agreement; and (b) neither Seller nor any other person has made any representation or warranty as to Seller or the Property, except as expressly set forth in **Section 5** of this Agreement.

ARTICLE VII
RISK OF LOSS

Section 7.01 **Risk of Loss.** If any portion of the Improvements are damaged or destroyed by casualty prior to Closing Date, and the cost of repair of such damage or destruction is reasonably estimated to exceed $5,000.00, Buyer shall have the right, at Buyer's option, to terminate this Agreement by giving written notice to Seller on or before the date ten (10) days after the date upon which Seller gives Buyer written notice of such casualty, in which event the Deposit shall be refunded to Buyer promptly upon request, all rights and obligations of the parties under this Agreement shall terminate, and this Agreement shall become null and void. In the event of lesser damage or destruction prior to the Closing Date, Buyer shall have no right to terminate this Agreement by reason of such damage or destruction, nor shall it be entitled to any reduction in the Purchase Price. Buyer shall not be deemed a third party beneficiary or otherwise entitled to any insurance proceeds that Seller might obtain from its insurer, if any, as a result of casualty.

ARTICLE VIII
NOTICES

Section 8.01 **Notices.**

(a) Any notice or other communication provided for hereunder will be in writing and may be (i) served by personal delivery, (ii) made by electronic mail or facsimile transmission, or (iii) sent by overnight courier service (with all fees prepaid) to the receiving parties as follows, or to any other address which either party may hereafter designate for itself in writing:

If to Seller:	Preferred Materials, Inc. c/o Midsouth Paving, Inc. 500 Riverhills Business Park, Suite 590 Birmingham, Alabama 35242 Attention: D. Lamar Forsyth Lamar.Forsyth@midsouthpaving.com
With a Copy to:	Oldcastle Law Group 900 Ashwood Parkway, Suite 600 Atlanta, Georgia 30338 Attention: General Counsel Fax: 770-392-5305
If to Buyer:	Stafford Development Group, Inc. 357 Grande Oaks Blvd Cantonment, Florida 32533 Attention: Todd Stafford Fax: 850-453-9293
With a Copy to:	McDonald Fleming Moorhead 127 S. Palafox Place, Suite 500 Pensacola, Florida 32502 Attention: Stephen R. Moorhead Fax: 850-477-0982

(b) Any party may, by notice given in accordance with this Article, designate a different address or person for receipt of all communications or notices.

ARTICLE IX
REMEDIES

Section 9.01 **Remedies**

(a) If Buyer shall default in the observance or performance of any of the terms of this Agreement, the parties stipulate and agree that actual damages may be difficult, if not impossible, to compute and the Deposit plus any accrued interest thereon, if any, shall be paid to and retained by Seller as liquidated damages as its sole and exclusive remedy and not as a penalty.

(b) If Seller shall default in the observance or performance of any of the terms of this Agreement, the Buyer's remedy shall be limited to specific performance.

(c) Buyer and Seller waive all their rights to damages in excess of the liquidated damages referenced in **Section 9.01(a)** of this Agreement.

(d) Provided the release of the Deposit is in accordance with the termination of the Agreement, upon the release of the Deposit, and any interest accrued thereon, to either Buyer or Seller, as the case may be, this Agreement shall be deemed null and void and no party hereto shall have any obligations to, or rights against, the other hereunder, except as expressly provided herein.

(e) The provisions of this Article shall survive the Closing or termination of this Agreement.

ARTICLE X
ESCROW

Section 10.01 **Buyer's Delivery of the Deposit in Escrow**.

(a) Simultaneously with the execution and delivery of this Agreement, Buyer shall deliver the Deposit to Escrow Agent. The Deposit shall be held in escrow and disposed of by Escrow Agent only in accordance with the provisions of this Article.

(b) The Deposit shall be held and released by Escrow Agent in accordance with the terms of this Agreement. The Deposit shall be applied to the Purchase Price at Closing (as hereinafter defined), and shall otherwise be held, refunded or disbursed in accordance with the terms of this Agreement. The Deposit shall be deposited into an account with the Escrow Agent during the pendency of this Agreement. All interest and other income from time to time earned on the Deposit shall be deemed a part of the Deposit for all purposes of this Agreement.

Section 10.02 **Escrow Agent's Delivery of the Deposit**.

(a) Escrow Agent shall deliver the Deposit to Seller on the Closing Date, if the Closing occurs. In no event shall any interest earned on the Deposit be applied as a credit against the Purchase Price.

(b) If, prior to the Closing, either Seller or Buyer delivers a notice to Escrow Agent with a demand for Escrow Agent's delivery of the Deposit, Escrow Agent shall promptly give notice to the other party of such demand. If a notice of objection to the proposed payment is not received from the other party within twenty-one (21) days after the receipt of notice from Escrow Agent, Escrow Agent is hereby authorized to deliver the Deposit to the party who made the demand for the Deposit. If Escrow Agent receives a notice of objection within said time period, then Escrow Agent shall continue to hold the Deposit and thereafter pay it to the party entitled to the Deposit when Escrow Agent receives: (i) a notice from the objecting party withdrawing the objection; (ii) a notice signed by both parties directing disposition of the Deposit; or (iii) a final non-appealable notice of a court of competent jurisdiction, entered in connection with a proceeding in which Seller, Buyer and the Escrow Agent are named as parties, directing the disbursement of the Deposit.

Section 10.03 **Escrow Agent's Duties and Responsibilities**.

(a) Escrow Agent has signed this Agreement for the sole purpose of agreeing to act as Escrow Agent in accordance with this Article. Escrow Agent shall have no duties or responsibilities except those set forth in this Agreement and Seller and Buyer agree and acknowledge that Escrow Agent shall act hereunder as a depository only.

(b) Escrow Agent shall be protected in relying upon the accuracy, acting in reliance upon the contents, and assuming the genuineness of any notice, demand, certificate, signature, instrument or other document which is given to Escrow Agent without verifying the truth or accuracy of any such notice, demand, certificate, signature, instrument or other document.

(c) Escrow Agent shall not be liable for any action taken or omitted by Escrow Agent in good faith and believed by Escrow Agent to be authorized or within its rights or powers conferred upon it by this Agreement, except for any damage caused by Escrow Agent's own gross negligence or willful default. Escrow Agent shall not have any liability or obligation for loss of all or any portion of the Deposit by reason of the insolvency or failure of the institution of depository with whom the escrow account is maintained. Upon the disbursement of the Deposit in accordance with this Agreement, Escrow Agent shall be relieved and released from any liability under this Agreement, except in connection with Escrow Agent's gross negligence or willful default.

(d) In the event that a dispute shall arise in connection with this Agreement, or as to the rights of the parties in and to, or the disposition of, the Deposit, Escrow Agent shall have the right to: (i) hold and retain all or any part of the Deposit until such dispute is settled or finally determined by litigation, arbitration or otherwise; (ii) deposit the Deposit in an appropriate court of law, following which Escrow Agent shall thereby and thereafter be relieved and released from any liability or obligation under this Agreement; (iii) institute an action in interpleader or other similar action permitted by stakeholders in the state of Florida; or (iv) interplead any of the parties in any action or proceeding which may be brought to determine the rights of the parties to all or any part of the Deposit.

(e) Escrow Agent is permitted to charge a fee for services provided in connection herewith, which will be split evenly between Buyer and Seller at Closing.

(f) All costs and expenses incurred by Escrow Agent in performing its duties as the Escrow Agent including, without limitation, reasonable attorneys' fees (whether paid to retained attorneys or amounts representing the fair value of legal services rendered to or for itself) shall be borne 50% by Seller, and 50% by Buyer, except however, if any litigation arises under this Agreement with respect to the Deposit, all costs and expenses of the litigation shall be borne by whichever of Seller or Buyer is the losing party.

Section 10.04 **Indemnification of Escrow Agent**. Seller and Buyer hereby agree to, jointly and severally, indemnify, defend and hold harmless Escrow Agent from and

against any liabilities, damages, losses, costs or expenses incurred by, or claims or charges made against Escrow Agent (including reasonable attorneys' fees and disbursements) by reason of Escrow Agent acting or failing to act in connection with any of the matters contemplated by this Agreement or in carrying out the terms of this Agreement, except for those matters arising as a result of Escrow Agent's gross negligence or willful misconduct.

Section 10.05 **Survival.** This Article shall survive the Closing or the termination of this Agreement.

ARTICLE XI
CONFIDENTIALITY

Section 11.01 **Confidential Information.** Buyer shall not knowingly or intentionally disclose in a formal public manner the existence of this Agreement or the Confidential Information and no publicity or press release to the general public with respect to this transaction or the Confidential Information shall be made by Buyer without the prior written consent of Seller. Buyer agrees that, except as otherwise provided by applicable laws and regulations, or in connection with the evaluation or financing of the Property, Buyer (including Buyer's officers, directors, employees, representatives, brokers, attorneys and advisers) shall keep the contents of this Agreement and any information related to the Property and the transaction contemplated by this Agreement confidential, whether or not marked as "confidential" (collectively, the "***Confidential Information***"). The Confidential Information shall not include any information publicly known, or which becomes publicly known, other than through the acts of Buyer, or any of Buyer's officers, directors, employees, representatives, brokers, attorneys or advisers.

Section 11.02 **Return or Destruction of Confidential Information.** As of the Closing Date or in the event of a termination of this Agreement, if applicable, all Confidential Information in accordance with the written request of Seller shall be either promptly: (a) returned to Seller; or (b) destroyed by Buyer. Notwithstanding the foregoing, however, in the event the Closing occurs Buyer may retain possession of all or any part of the Confidential Information if such Confidential Information relates solely to the Property and the operations thereon.

Section 11.03 **Survival.** The provisions of this Article shall survive the Closing Date or termination of this Agreement.

ARTICLE XII
BROKERS

Section 12.01 **Brokers.** Buyer and Seller each represent and warrant to each other that they dealt with no broker in connection with, nor has any broker had any part in

bringing about, this transaction. Seller and Buyer shall each indemnify, defend and hold harmless the other from and against any claim of any broker or other person for any brokerage commissions, finder's fees or other compensation in connection with this transaction if such claim is based in whole or in part by, though or on account of, any acts of the indemnifying party or its agents, employees or representatives and from all losses, liabilities, costs and expenses in connection with such claim, including without limitation, reasonable attorneys' fees, court costs and interest.

Section 12.02 **Survival.** The provisions of this Article shall survive the Closing, or the termination of this Agreement prior to the Closing.

ARTICLE XIII
SELLER'S TAX DEFERRED EXCHANGE

Section 13.01 **Exchange**. Seller may convey the Property or any portion thereof or interest therein as part of one or more Internal Revenue Code Section 1031 Tax Deferred Exchanges for its benefit. In such event, Seller may be assigning all or some contract rights and obligations hereunder to a qualified intermediary, as a part of, and in furtherance of, such tax deferred exchange. Buyer agrees to assist and cooperate in any such exchange, and Buyer further agrees to execute any and all documents as are reasonably necessary in connection with any such exchange. Buyer shall not be obligated to incur any cost or expense in connection with any such exchange, other than that which Buyer elects to incur to have its counsel review the documents and instruments incident thereto. As part of any such exchange, Seller shall convey the Property described herein directly to Buyer and Buyer shall not be obligated to acquire or convey any other property as part of any such exchange.

ARTICLE XIV
MISCELLANEOUS

Section 14.01 **Applicable Law**. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Florida. Venue of any proceeding filed hereunder shall be filed in the Circuit Court sitting in Escambia County, Florida.

Section 14.02 **Entire Agreement**. This Agreement sets for the complete understanding and agreement of the parties with respect to the transaction that is the subject of this Agreement. No oral statements, representations or agreements other than this Agreement shall have any force or effect and Buyer and Seller agree that they will not rely on any representations or agreements other than those contained in this Agreement.

Section 14.03 **No Survival.** Except as otherwise provided in this Agreement, no representations, warranties, covenants or other obligations of the parties set forth in this Agreement shall survive the Closing and no action based thereon shall be commenced after the Closing.

Section 14.04 **Limitation of Liability.**

(a) **Disclaimer of Consequential Damages. IN NO EVENT SHALL SELLER BE LIABLE UNDER THIS AGREEMENT TO THE BUYER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, REVENUE OR PROFIT, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE BUYER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

(b) **Cap on all other Damages. IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL PURCHASE PRICE TO BE PAID TO THE SELLER PURSUANT TO THIS AGREEMENT.**

Section 14.05 **Modifications and Amendments.** This Agreement cannot under any circumstance be modified or amended orally and no agreement shall be effective to waive, change, modify, terminate or discharge this Agreement, in whole or in part, unless such agreement is in writing and is signed by both Seller and Buyer.

Section 14.06 **No Recording.** Neither this Agreement, nor any memorandum of this Agreement, shall be recorded. The recording of this Agreement, or any memorandum of this Agreement, by Buyer shall constitute a material default and shall entitle Seller to retain the Deposit and any interest earned thereon.

Section 14.07 **Binding Effect; Assignment.** This Agreement shall be binding upon the parties hereto and their respective successors and permitted assigns. No other person or entity shall acquire or have any right under, or by virtue of, this Agreement. Buyer shall not assign or transfer any right or delegate any obligation hereunder without the prior written consent of Seller, in its sole discretion. Notwithstanding anything herein to the contrary, Buyer may assign or transfer its rights hereunder to an affiliate of Buyer. Seller may assign or transfer its rights hereunder to any affiliate. Any purported assignment or transfer in violation of this section shall be null and void.

Section 14.08 **Severability**. Any provision of this Agreement that is found by an arbitrator or other adjudicator of competent jurisdiction to be invalid, void, or otherwise unenforceable shall in no way affect, impair, or invalidate any other provision hereof, and the remaining provisions hereof shall nevertheless remain in full force and effect. To the extent that any such provision is so found to be invalid, void, or otherwise unenforceable as written, the parties authorize the adjudicator to revise it retroactive to the effective date so that it is enforceable to the greatest extent allowed by applicable law. In the event that the adjudicator declines to exercise such authority, the parties agree to make such revision.

Section 14.09 **Further Assurances**. Each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby, provided such documents are customarily delivered in real estate transactions in Florida and do not impose any material obligations upon any party hereunder except as set forth in this Agreement.

Section 14.10 **Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Section 14.11 **Headings**. The headings in this Agreement are for the purposes of reference only and shall not affect or define the meanings hereof.

Section 14.12 **Waiver**. The failure of either party to insist, in any one or more instances, upon a strict performance of any of the terms and conditions of this Agreement, or to exercise or fail to exercise any option or right contained herein, shall not be construed as a waiver or a relinquishment for the future of such right or option, but the same shall continue and remain in full force and effect. The continued performance by either party of this Agreement with knowledge of the breach of any term or condition hereof shall not be deemed a waiver of such breach, and no waiver by either party of any provision hereof, shall be deemed to have been made, or operate as estoppel, unless expressed in writing and signed by such party.

Section 14.13 **Time of Essence; Calculation of Dates**. Time is of the essence of this Agreement. Anywhere a day certain is stated for payment or for performance of any obligation, the day certain so stated enters into and becomes a part of the consideration for this Agreement. If any date set forth in this Agreement shall fall on, or any time period set forth in this Agreement shall expire on, a day which is a Saturday, Sunday, federal or state holiday, or other non-business day, such date shall automatically be

extended to, and the expiration of such time period shall automatically be extended to, the next day which is not a Saturday, Sunday, federal or state holiday or other non-business day. The final day of any time period under this Agreement or any deadline under this Agreement shall be the specified day or date, and shall include the period of time through and including such specified day or date.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute, seal and deliver this Agreement, all as of the day and year first written above.

SELLER:

PREFERRED MATERIALS, INC., a Georgia corporation

By: _____
Name: D UMOR FORSYTH
Title: AUTHORIZED OFFICER

BUYER:

STAFFORD DEVELOPMENT GROUP, INC., a Florida corporation

By: _____
Name: TODD STAFFORD
Title: PRES 5/18/16

ESCROW AGENT:

FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation

By: _____
Name: _____
Title: _____

EXHIBIT A
Legal Description

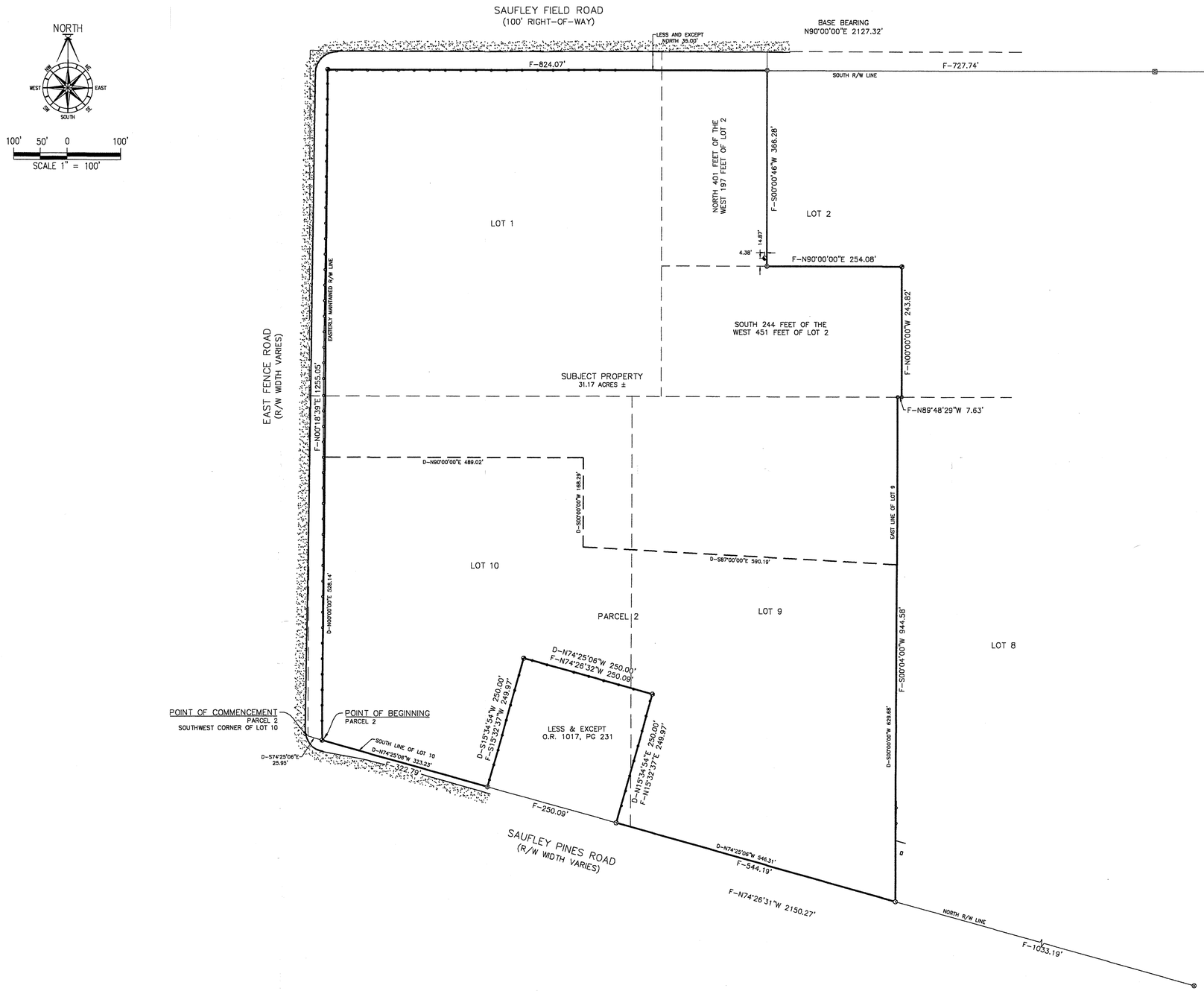
Legal Description:

022S31-3000-002-002 5700 SAUFLEY FIELD RD BLK LT 1 LESS RD R/W & S 244 FT OF W 451 FT OF LT 2 & W 197 FT OF N 401 FT OF LT 2 AND LTS 9 & 10 LESS OR 2188 P 111-DOLL S/D OF LT 3

Escambia County GEO #:

022S31-3000-002-002

~~Also as described in a Special Warranty Deed from Edward M. Chadbourne, Inc., Grantor, to APAC-Southeast, Inc. as Grantee, recorded in the Public Records of Escambia County, Florida in OR Book 6232, Page 1250~~



SURVEYORS NOTES:
- THIS SURVEY WAS PREPARED FOR THE CLIENT SHOWN AND IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT PRIOR CONSENT FROM THIS SURVEYOR.
- ALL MEASUREMENTS WERE MADE ACCORDING TO UNITED STATES STANDARD FOOT.
- NO TITLE RESEARCH WAS PERFORMED BY THIS SURVEYOR, NOR WERE WE FURNISHED WITH SUCH.
- NO INSTRUMENT OF RECORD REFLECTING EASEMENTS, RIGHT-OF-WAY, AND/OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR EXCEPT AS SHOWN.
- NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN.
- ALL BEARINGS AND DISTANCES ARE RECORD UNLESS OTHERWISE NOTED.
- ERROR OF CLOSURE MEETS STANDARDS OF PRACTICE.
- 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: SOUTH R/W LINE OF SAUFLEY FIELD ROAD AS N90°00'00"E.
- REFERENCE SOURCE: FIELD WORK AND EXISTING FIELD MONUMENTATION; COPY OF DEED BOOK 64, PAGE 365.
- ENCROACHMENTS ARE AS SHOWN.
- 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: 120330 0355 G
  AS DATED: 09/29/06
- THE CERTIFICATE OF AUTHORIZATION NUMBER FOR KJM LAND PLANNING, LLC, IS L.B. 7919.

DESCRIPTION: (AS PROVIDED)

PARCEL 1

A PARCEL OF LAND IN GOVERNMENT LOT 3, SECTION 2, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, CONTAINING 18.5394 NET ACRES, ACCORDING TO PLAT OF A SUBDIVISION OF THE SAID GOVERNMENT LOT RECORDED IN DEED BOOK 64 AT PAGE 365 OF THE PUBLIC RECORDS OF SAID COUNTY, AND DESCRIBED AS FOLLOWS:
LOT 1, AND THE NORTH 401 FEET OF THE EAST 197 FEET OF LOT 2, LESS RIGHT-OF-WAY FOR PUBLIC ROAD OVER THE NORTH 35 FEET THEREOF;
THE SOUTH 244 FEET OF THE WEST 451 FEET OF LOT 2, AND ALL OF LOTS 9 AND 10;
LESS THAT PORTION OF THE SAID LOTS 1 AND 10 LYING WESTERLY OF AN EXISTING WIRE FENCE ALONG THE EAST SIDE OF AN EXISTING COUNTY MAINTAINED ROADWAY ALONG THE WEST LINE OF THE SAID GOVERNMENT LOT 3;
AND LESS THAT PORTION OF SAID PROPERTY DESCRIBED IN DEED FROM SELMA L. VILLANE, A WIDOW, TO EDWARD A. COHRON AND JOSIE B. COHRON, HUSBAND AND WIFE, DATED JULY 12, 1976, AND RECORDED IN OFFICIAL RECORDS BOOK 1017 AT PAGE 231 OF THE SAID RECORDS, THE PROPERTY HEREBY CONVEYED BEING THE SAME PROPERTY DESCRIBED ON UNRECORDED SURVEY BY NICHOL ENGINEERING ASSOCIATES, INC., REVISED APRIL 6, 1978. LESS AND EXCEPT OR BOOK 4187, PAGE 1138.

PARCEL 2

A PARCEL OF LAND IN GOVERNMENT LOT 3, SECTION 2, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, CONTAINING 12.8765 ACRES, EXCLUSIVE OF ROAD, AND DESCRIBED AS FOLLOWS;
COMMENCE AT THE SOUTHWEST CORNER OF LOT 10 OF STEPHEN LEE'S SUBDIVISION OF THE SAID GOVERNMENT LOT 3, ACCORDING TO PLAT RECORDED IN DEED BOOK 64, AT PAGE 365 OF THE PUBLIC RECORDS OF SAID COUNTY;
THENCE GO SOUTH 74°25'06" EAST ALONG THE SOUTHERLY LINE OF SAID LOT 10 A DISTANCE OF 25.95 FEET TO THE EAST LINE OF COUNTY MAINTAINED ROADWAY AND THE POINT OF BEGINNING OF THIS DESCRIPTION;
THENCE GO NORTH 00°00'00" EAST PARALLEL WITH AND 25 FEET EAST OF THE WEST LINE OF SAID LOT 10 A DISTANCE OF 528.14 FEET;
THENCE GO NORTH 90°00'00" EAST A DISTANCE OF 489.02 FEET;
THENCE GO SOUTH 00°00'00" WEST A DISTANCE OF 168.29 FEET;
THENCE GO SOUTH 87°00'00" EAST A DISTANCE OF 590.19 FEET TO THE EAST LINE OF LOT 9 OF STEPHEN LEE'S SUBDIVISION OF THE SAID GOVERNMENT LOT 3;
THENCE GO SOUTH 00°00'00" WEST ALONG THE EAST LINE OF SAID LOT 9 A DISTANCE OF 629.68 FEET;
THENCE GO NORTH 74°25'06" WEST PARALLEL WITH AND 15.00 FEET DISTANT FROM THE SOUTHERLY LINE OF THE SAID GOVERNMENT LOT 3 A DISTANCE OF 546.31 FEET;
THENCE GO NORTH 15°34'54" EAST A DISTANCE OF 250.00 FEET;
THENCE GO NORTH 74°25'06" WEST A DISTANCE OF 250.00 FEET;
THENCE GO SOUTH 15°34'54" WEST A DISTANCE OF 250.00 FEET;
THENCE GO NORTH 74°25'06" WEST A DISTANCE OF 323.23 FEET TO THE POINT OF BEGINNING.

LEGEND:
- ⊠ –FOUND 4"X4" CONCRETE MONUMENT L.B. #7107
- ● –FOUND 1/2" CAPPED IRON ROD PSM #4655
- ◐ –FOUND 1/2" CAPPED IRON ROD PSM #1035
- ⊗ –FOUND ILLEGIBLE 1/2" CAPPED IRON ROD
- ○ –FOUND PLAIN 1/2" IRON ROD
- ⊗ –FOUND PLAIN 1" IRON ROD
- ◐ –FOUND PLAIN 3/4" IRON ROD
- ⊕ –SET 1/2" CAPPED IRON ROD L.B. #7919

PSM –PROFESSIONAL SURVEYOR AND MAPPER
L.B. –LICENSED BUSINESS
R/W –RIGHT-OF-WAY
F –FIELD

Certify To:
Stafford Development Group, Inc., a Florida corporation
First Community Bank
McDonald Fleming Moorhead
First American Title Insurance Company

ADDRESS: SAUFLEY FIELD ROAD
REQUESTED BY: TODD STAFFORD
TYPE: BOUNDARY SURVEY
SECTION 2, TOWNSHIP- 2 - SOUTH, RANGE- 31 - WEST, ESCAMBIA COUNTY

SCALE: 1"=100'	FIELD BOOK	PAGE	CREW	FIELD DATE:	DRAWN BY:	CHECKED BY:
DATE: 07/25/16	602	47	DM	07/22/16	JSP	

NO.:	DATE:	REVISIONS:	APPROVED BY:

SURVEYOR'S CERTIFICATE
I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS & MAPPERS IN CHAPTER 5J-17.050, 5J-17.051 AND 5J-17.052, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

KENNETH J. MONIE PSM #4655
CORPORATE NO. LB 0007919
STATE OF FLORIDA
7/25/16

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

KJM Land Planning, LLC.
Kenneth J. Monie
Professional Surveyor and Mapper
4507 Mobile Highway
Gulf Breeze, 32563
850-436-0202 Fax 850-436-1327

DRAWING NUMBER
16-16851

August 3, 2016

Fitzpatrick Engineering
Attn. Mr. David Fitzpatrick
10250 N. Palafox Street
Pensacola, FL 32534
David@fitzeng.com

RE: Site condition survey
Parcel # 02-2S-31-3000-002-002
Saufley Pines Road

Dear Mr. Fitzpatrick:

Biome Consulting Group, LLC (Biome) has completed an assessment of the above referenced property. Our assessment was performed to ascertain the natural community types and current ecological conditions of the site. Based upon our recent site visit, we are providing you with a brief summary of the current site conditions. The site location map is identified as exhibit 1.

CURRENT LAND USE

The site is currently vacant and appears to have been most recently a sand pit. The areas that had been mined appear to have been reclaimed and stabilized and don't appear to be in active operation. The site has been significantly modified and has many invasive plant species throughout the site. The majority of the site appears to have been disturbed at some point for the use of agricultural or sand mining activities. Salted through the site we observed many sasanqua camellias, Azaleas, and Camellias that where likely remnants from the historic land use. The aerial identified as (exhibit 2) shows the current site conditions.

PAST LAND USE

We researched the historic aerials to determine what the site looked in 1958 (exhibit 3). The site appeared to have been used as a Nursery or some other agricultural use. During the site recognizance we found the remains of an old aluminum and wood framed Greenhouse. Adjacent to the Greenhouse we found several depressions that will need to be studied further for potential wetlands. Piles of soil are found throughout the site and are further evidence of the management and past land use.

VEGETATIVE COMMUNITY STRUCTURE

The site vegetation has been significantly modified and has lost much of the native ecotypes that are typically found on a site of this size. The dominant canopy consists of Longleaf pine, Water oak, darlington oak, popcorn trees, and mimosa trees. The sub canopy is a mix of native and non-native shrubs such as yaupon holly, wax

myrtle, sasanqua camellia, azalea, and camellia. The herbaceous stratum is a mix of native and non-native species such as cogon grass, wire grass, woody goldenrod, torpedo grass, and bahia grass.

ENDANGERED SPECIES HABITAT

A presence and absents review was also completed for the site. This involved the study of historic and current aerials to determine if suitable habitat could be located on the site and which areas are more likely to be populated by threatened and listed species. The historic aerials indicate that the entire site had been modified and used in some form of agricultural activity. Clear cutting and tilling are considered extreme modification to Natural ecological Community types and have severely altered the potential for listed species to be present on site. Numerous state and federal listed species have known occurrence within Escambia County. An FNAI Element Occurrence Record search was used to determine if any documented occurrences of species or their habitat are known in the vicinity of the site.

Potential element occurrences identified in the database for the subject matrix units include:
Gopherus polyphemus - gopher tortoise (and commensals);
Picoides borealis - red cocaded woodpecker;
and numerous rare plants.

CONCLUSION

Based on our site visit, we have determined that the site is devoid of unique and pristine natural communities and suitable habitat for listed species. A full wetland study will likely be needed before a site plan is prepared. The wetland delineation will be an integral part of your submittal should you decide to proceed with the DRC assessment.

This report is intended for the sole use by the above listed addressee. Its contents may not be relied upon by other parties without the written consent of Biome Consulting Group, LLC.

This concludes our assessment of the above referenced site. If you require additional information, assistance, or clarification, please give us a call at 850-434-1935. We look forward to being of assistance to you in the future.

Sincerely,
Biome Consulting Group, LLC

Sean O'Toole
Ecological Consultant
Partner
2066.012 Saufley Pines Road

Attachment: Sketch

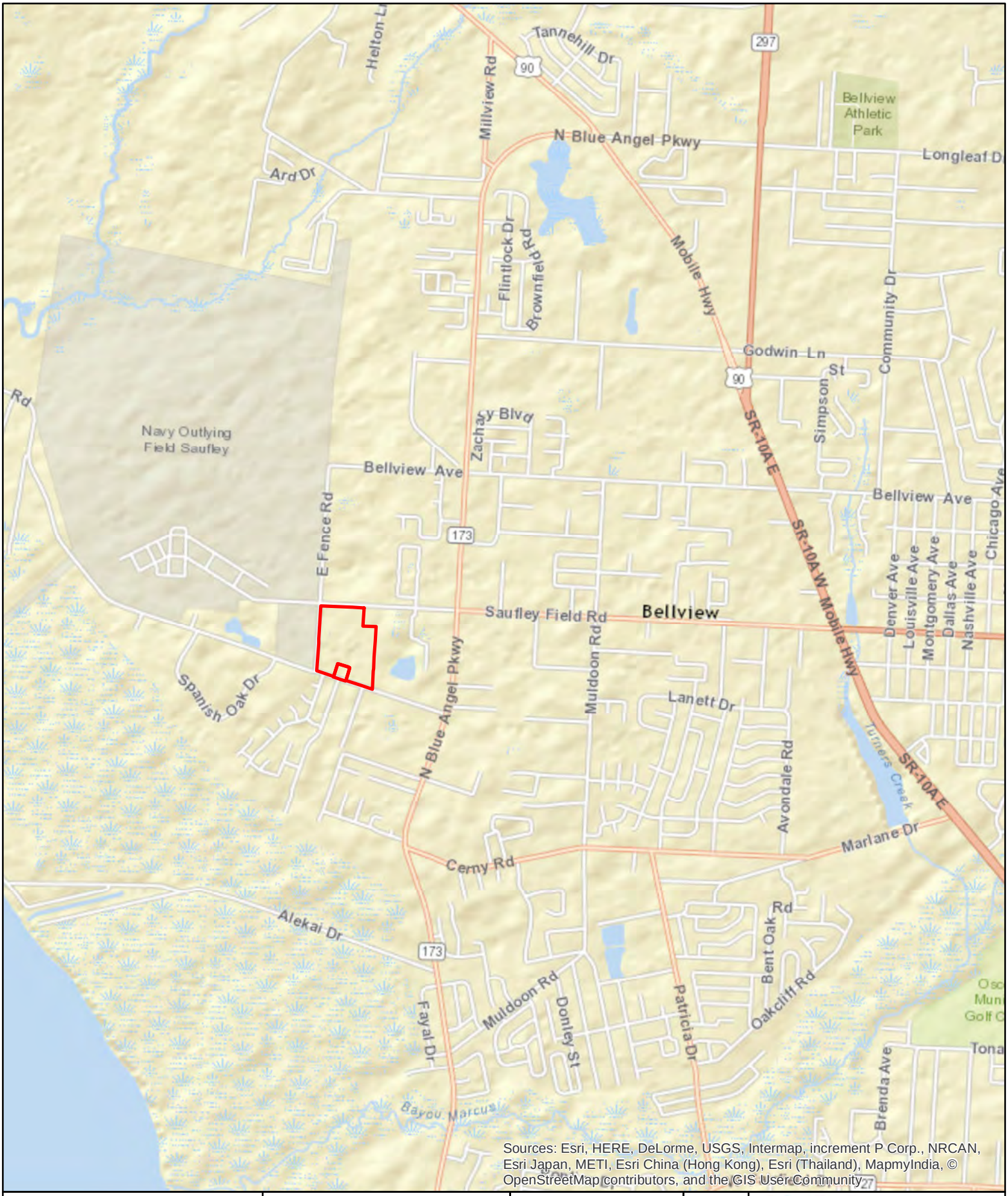


EXHIBIT 1. LOCATION MAP
SAUFLEY FIELD ROAD
ESCAMBIA COUNTY PARCELS:
022S313000002002
022S313000000009

Legend

INSPECTION BOUNDARY

DATE: 8-3-2016
DRAWN BY: MAR
THIS IS NOT A SURVEY

N W E S

1,600 800 0 1,600 Feet

biome Consulting Group
1300 West Government St. Pensacola, Florida 32502
850.435.9367 www.biome.co

EXHIBIT 2. 2013 AERIAL
SAUFLEY FIELD ROAD
ESCAMBIA COUNTY PARCELS:
022S313000002002
022S313000000009

Legend

INSPECTION BOUNDARY

DATE: 8-3-2016
DRAWN BY: MAR
THIS IS NOT A SURVEY

N
W E
S

190 95 0 190 Feet

biome Consulting Group
1300 West Government St. Pensacola, Florida 32502
850.435.9367 www.biome.co

EXHIBIT 3. 1958 AERIAL
SAUFLEY FIELD ROAD
ESCAMBIA COUNTY PARCELS:
022S313000002002
022S313000000009

Legend

INSPECTION BOUNDARY

DATE: 8-3-2016
DRAWN BY: MAR
THIS IS NOT A SURVEY

N W E S

190 95 0 190 Feet

biome Consulting Group
1300 West Government St. Pensacola, Florida 32502
850.435.9367 www.biome.co

Comprehensive Plan
Large-Scale Future Land Use Map Amendment
Staff Analysis

General Data

Project Name:	LSA 2016-02
Location:	5700 Block Saufley Field Rd
Parcel #s:	02-2S-31-3000-002-002
Acreage:	32 (+/-) acres
Request:	From Industrial (I) to Mixed-Use Suburban (MU-S)
Applicant:	David Fitzpatrick**,** Agent for Todd Stafford, owner
Meeting Dates:	Planning Board, September 6, 2016 BCC, October 6, 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 32 +/- acres parcel from Industrial (I) to Mixed-Use Suburban (MU-S). The current zoning designation of the referenced parcel is Heavy Commercial and Light Industrial (HC/LI). The FLU change is proposed to allow a residential subdivision of approximately 32 dwelling units. The current zoning is HC/LI, which will require a zoning change.

A pre-application conference was held on June 22, 2016 to discuss all issues relating to a residential subdivision. The applicant will be applying for a rezoning to Medium Density Residential (MDR), which will be compatible to the proposed FLU amendment.

The subject parcel is located on the east side of East Fence Road and to the west of Saufley Field Road. The property is primarily vacant land and a portion was an abandoned sand pit. The parcel has frontage on Saufley Field Road.

The parcel to the west is designated as Public FLU, and is no longer an operational aviation training facility. All other surrounding parcels have the FLU designation of Mixed-Use Suburban.

The availability of public facilities and services for the site of a FLUM 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. Connection to ECUA's system in compliance with its requirements is the responsibility of the developer. The applicant has provided an email from ECUA stating the availability of water and sewer demand capacity. If approved, based on the operations proposed, further analysis and evaluation will be conducted during 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 applicant provided information on solid waste disposal from ECUA. If approved, further analysis and evaluation will be conducted during the development review process. 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 property is within the service area of ECUA for potable water. Based on the applicant's project description and narrative, there will be a need for potable water service on-site. Applicant provided a letter from ECUA stating availability of capacity for potable water. If approved, based on the operations proposed, further analysis and evaluation will be conducted 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 applicant understands that other requirements and permitting through other state agencies may be required. The property is between three roadways all having drainage systems that will be analyzed and improved during development if necessary. If approved, based on the proposed development, further analysis and evaluation will be conducted during the development review process.

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 developer would pay all costs and construct all streets within the proposed subdivision, as well as proposed access to the development. The design and construction must comply with applicable Escambia County standards so that upon their construction the streets and accesses could be accepted for maintenance by the county. Development of the site may require the dedication of additional right-of-way for existing streets or the vacation of existing unopened rights-of-way. The traffic division had not comments regarding this FLUM amendment and further review will be conducted during the development review process.

Public School Facilities.

CP Policy ICE 1.3.1 Interlocal Agreement for Public School Facility Planning. *In cooperation with the School Board and the local governments within Escambia County, the County will implement the Interlocal Agreement for Public School Facility Planning (herein Interlocal Agreement) that establishes procedures for coordination and sharing of information, planning processes, and implementation.*

Analysis: The FLUM amendment application named the schools within the district and they must meet the school level of service requirement of the adopted Interlocal Agreement with Escambia County.

Analysis of Suitability of Amendment for Proposed Use:

The suitability of a FLUM 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.*

Analysis: Under the current Industrial FLU category it allows for a mix of industrial development and ancillary office and commercial uses that are not currently compatible with adjacent or nearby properties. The FLU does not allow for residential density.

The proposed Mixed-Use Suburban FLU will be more compatible with the surrounding existing neighborhoods. MU-S is intended for a mix of residential and non-residential uses while promoting compatible infill development and the separation of urban and suburban land uses. Residential density within the MU-S category is limited to 25 dwelling units per acre.

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: Based on the existing Geographical Information Systems layer and the information provided by the applicant, the subject parcel is not located within the 20 year wellhead protection area. The requirements for wellhead protection areas will be

addressed at the time of specific project submittal during the development review process; further permitting from outside agencies may be required.

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 applicant stated the parcel has previously gone through major excavation and he believes it hold no historical significance and therefore he has not provided any further documentation of historical significance. If necessary, further information may be requested at the time of development review.

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 CON 1.5.4 Extraction and Reclamation Review. *Escambia County will subject all new or expanded resource extraction and reclamation activities to a mandatory development review process to assess technical standards for public safety, environmental protection, and engineering design.*

CP Policy CON 1.6.3 Tree Protection. *Escambia County will protect trees through LDC provisions.*

Analysis:. Based on the National Inventory Map there appear to be no wetlands on the parcel. The requirements for wetland areas will again be addressed at the time of specific project submittal thru the development review process.

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 Mixed-Use Suburban FLUM amendment will allow residential development and promote compatible infill development. It will eliminate the industrial uses, and prohibit the former pit from being reopened or opening as a recycling facility, both of which are incompatible with the surrounding FLU and zoning categories.

The Proposes Plan amendment discourages urban sprawl by incorporating a development pattern or urban form that achieves the following:

1. The proposed development would direct growth that will not have an adverse impact on natural resources and ecosystems.
2. The proposed development would efficiently promote the extension of the existing public infrastructure system while upgrades may be done to maximize the use.
3. The change in the FLU would allow flexibility in the mixed use land use and the residential zoning districts not currently allowed in the Industrial future land use.
4. The parcel of land is currently Industrial FLU and substantially surrounded by medium density residential. Changing the FLU to Mixed-Use Suburban would allow the residential need for the area.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

INTEROFFICE MEMORANDUM

TO: Andrew Holmer, Development Services Manager
Development Services Department

FROM: Tommy Brown, Transportation Planner
Transportation & Traffic Operations Division

THRU: David Forte, Division Manager
Transportation & Traffic Operations Division

DATE: August 22, 2016

RE: Transportation & Traffic Operations (TTO) Comments

TTO Staff has reviewed the agenda for the upcoming Planning Board meeting scheduled for September 6, 2016. Please see staff comments below:

- OSP-2016-01 – No comments at this time
- LSA-2016-02 – No comments at this time
- Atwood Community Redevelopment Area – No comments at this time

Please note that TTO's review is solely based off the application submittal packet, so the comments above hold no bearing on future TTO comments during the Development Review process.

cc: Horace Jones, Development Services Department Director
Joy Blackmon, P.E., Public Works Department Director
Colby Brown, P.E., Public Works Department Deputy Director

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 9-6-16

Rezoning Quasi-judicial Hearing
Rezoning Case #: 6-C
✓ In Favor ____ Against

OR

Regular Planning Board Meeting
Agenda Item Number/Description: ____

*Name: BUDDY PAGE

*Address: 5337 Hamilton Ln *City, State, Zip: Pace 32571

Email Address: budpage1@att.net Phone: 2329853

How did you hear about the rezoning case: ☑ Mail ☐ Internet ☐ Sign

Please indicate if you:
☑ would like to be notified of any further action related to the public hearing item.
☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

****

Chamber Rules

1. All who wish to speak will be heard.
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Everyone will be granted uniform time to speak (normally 3 - 5 minutes).
6. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
7. During quasi-judicial hearings (i.e., rezonings), conduct is very formal and regulated by Supreme Court decisions. Verbal reaction or applause is not appropriate.

LSA-2016-02

Rick Scott
GOVERNOR

FLORIDA DEPARTMENT of ECONOMIC OPPORTUNITY

Cissy Proctor
EXECUTIVE DIRECTOR

RECEIVED
NOV 29 2016
Development Services Department

November 18, 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. 16-5ESR) which was received on October 21, 2016. We have reviewed the proposed amendment 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 amendment 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.

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

If you have any questions concerning this review, please contact Dan Evans at (850) 717-8484, or by email at Dan.Evans@deo.myflorida.com.

Sincerely,

James D. Stansbury, Chief
Bureau of Community Planning

JDS/de

Enclosure(s): Procedures for Adoption

cc: Horace Jones, Director, Escambia County Development Services
Austin Mount, Executive Director, West Florida Regional Planning Council

jjjSUBMITTAL 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.

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: Large Scale LSA 2016-02

Date: 8/10/16

Date requested back by: when you can/ for Sept PB meeting

Requested by: Allyson Cain

Phone Number: 595-3547

(LEGAL USE ONLY)

Legal Review by Meredith Cranford

Date ~~Received~~ approved: 8/16/16

X Approved as to form and legal sufficiency.

_____ Not approved.

_____ Make subject to legal signoff.

Additional comments:

Draft #3

ORDINANCE NUMBER 2017-___

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 02, TOWNSHIP 2S, RANGE 31W, PARCEL NUMBER 3000-002-002 TOTALING 32 (+/-) ACRES, LOCATED BETWEEN EAST FENCE ROAD AND SAUFLEY FIELD ROAD, FROM INDUSTRIAL (I) TO MIXED USE SUBURBAN (MU-S) 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 Navy Outlying Landing Field (NOLF) Saufley Field has discontinued Navy operations, therefore Escambia County Airfield Overlay density restrictions no longer apply; 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 2016-02."

Section 3. Changes to the 2030 Future Land Use Map

The 2030 Future Land Use Map, as adopted by reference and codified in Part II of the Escambia County Code of Ordinances, the Escambia County Comprehensive Plan: 2030, as amended; Chapter 7, "Future Land Use Element," Policy FLU 1.1.1; and all notations, references and information shown thereon, is further amended to include the following future land use changes:

> A parcel within Section 02, Township 2S, Range 31W, parcel number 3000-002-002 and totaling 32 (+/-) acres, located to the East of East Fence Road and West of Saufley Field Road, as more particularly described in the Boundary Survey description produced by KJM Land Planning, LLC, registered land surveyor dated 7/25/16, attached as Exhibit A, from Industrial (I) to Mixed Use Suburban (MU-S).

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.

DRAFT

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 _____, 2017.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
D. B. Underhill, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

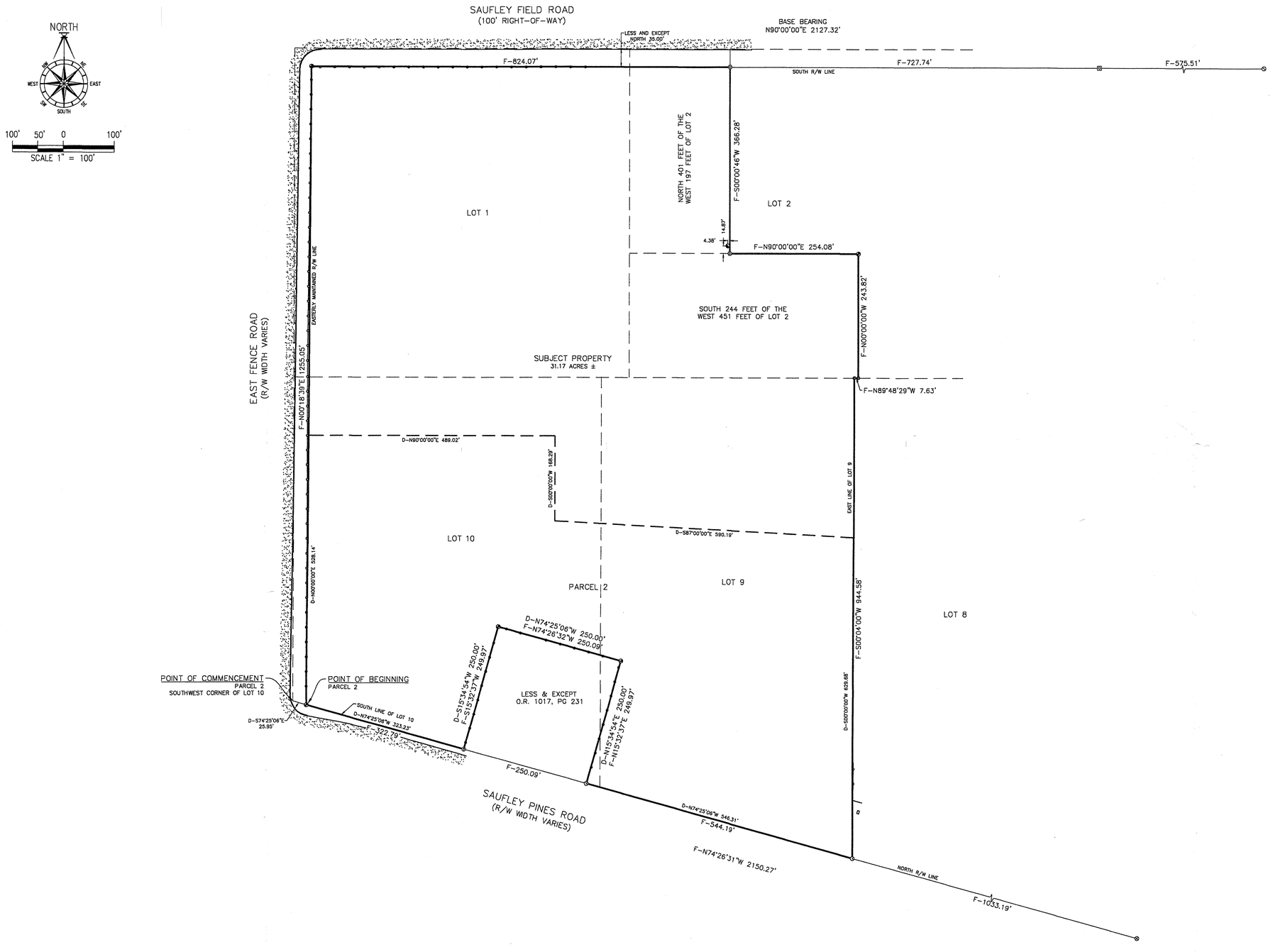
By: _____
Deputy Clerk

(SEAL)

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

DRAFT

Exhibit A



SURVEYORS NOTES:
- THIS SURVEY WAS PREPARED FOR THE CLIENT SHOWN AND IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT PRIOR CONSENT FROM THIS SURVEYOR.
- ALL MEASUREMENTS WERE MADE ACCORDING TO UNITED STATES STANDARD FOOT.
- NO TITLE RESEARCH WAS PERFORMED BY THIS SURVEYOR, NOR WERE WE FURNISHED WITH SUCH.
- NO INSTRUMENT OF RECORD REFLECTING EASEMENTS, RIGHT-OF-WAY, AND/OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR EXCEPT AS SHOWN.
- NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN.
- ALL BEARINGS AND DISTANCES ARE RECORD UNLESS OTHERWISE NOTED.
- ERROR OF CLOSURE MEETS STANDARDS OF PRACTICE.
- 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: SOUTH R/W LINE OF SAUFLEY FIELD ROAD AS N90°00'00"E.
- REFERENCE SOURCE: FIELD WORK AND EXISTING FIELD MONUMENTATION; COPY OF DEED BOOK 64, PAGE 365.
- ENCROACHMENTS ARE AS SHOWN.
- 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 0355 G
  AS DATED: 09/29/06
- THE CERTIFICATE OF AUTHORIZATION NUMBER FOR K.M LAND PLANNING, LLC., IS L.B. 7919.

DESCRIPTION: (AS PROVIDED)
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A PARCEL OF LAND IN GOVERNMENT LOT 3, SECTION 2, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, CONTAINING 18.5394 NET ACRES, ACCORDING TO PLAT OF A SUBDIVISION OF THE SAID GOVERNMENT LOT RECORDED IN DEED BOOK 64 AT PAGE 365 OF THE PUBLIC RECORDS OF SAID COUNTY; AND DESCRIBED AS FOLLOWS:
LOT 1, AND THE NORTH 401 FEET OF THE EAST 197 FEET OF LOT 2, LESS RIGHT-OF-WAY FOR PUBLIC ROAD OVER THE NORTH 35 FEET THEREOF;
THE SOUTH 244 FEET OF THE WEST 451 FEET OF LOT 2, AND ALL OF LOTS 9 AND 10;
LESS THAT PORTION OF THE SAID LOTS 1 AND 10 LYING WESTERLY OF AN EXISTING WIRE FENCE ALONG THE EAST SIDE OF AN EXISTING COUNTY MAINTAINED ROADWAY ALONG THE WEST LINE OF THE SAID GOVERNMENT LOT 3;
AND LESS THAT PORTION OF SAID PROPERTY DESCRIBED IN DEED FROM SELMA L. VILLANE, A WIDOW, TO EDWARD A. COHRON AND JOSIE B. COHRON, HUSBAND AND WIFE, DATED JULY 12, 1976, AND RECORDED IN OFFICIAL RECORDS BOOK 1017 AT PAGE 231 OF THE SAID RECORDS, THE PROPERTY HEREBY CONVEYED BEING THE SAME PROPERTY DESCRIBED ON UNRECORDED SURVEY BY NICHOL ENGINEERING ASSOCIATES, INC., REVISED APRIL 6, 1978. LESS AND EXCEPT OR BOOK 4187, PAGE 1138.

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THENCE GO NORTH 00°00'00" EAST PARALLEL WITH AND 25 FEET EAST OF THE WEST LINE OF SAID LOT 10 A DISTANCE OF 528.14 FEET;
THENCE GO NORTH 90°00'00" EAST A DISTANCE OF 489.02 FEET;
THENCE GO SOUTH 00°00'00" WEST A DISTANCE OF 168.29 FEET;
THENCE GO SOUTH 87°00'00" EAST A DISTANCE OF 590.19 FEET TO THE EAST LINE OF LOT 9 OF STEPHEN LEE'S SUBDIVISION OF THE SAID GOVERNMENT LOT 3;
THENCE GO SOUTH 00°00'00" WEST ALONG THE EAST LINE OF SAID LOT 9 A DISTANCE OF 629.68 FEET;
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THENCE GO SOUTH 15°34'54" WEST A DISTANCE OF 250.00 FEET;
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LEGEND:
- ⊠ –FOUND 4"X4" CONCRETE MONUMENT L.B. #7107
- ◉ –FOUND 1/2" CAPPED IRON ROD PSM #4655
- ◑ –FOUND 1/2" CAPPED IRON ROD PSM #1035
- ⊗ –FOUND ILLEGIBLE 1/2" CAPPED IRON ROD
- ⊘ –FOUND PLAIN 1/2" IRON ROD
- ⊗ –FOUND PLAIN 1" IRON ROD
- ⊙ –FOUND PLAIN 3/4" IRON ROD
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PSM –PROFESSIONAL SURVEYOR AND MAPPER
L.B. –LICENSED BUSINESS
R/W –RIGHT-OF-WAY
F –FIELD

Certify To:
Stafford Development Group, Inc., a Florida corporation
First Community Bank
McDonald Fleming Moorhead
First American Title Insurance Company

ADDRESS: SAUFLEY FIELD ROAD							
REQUESTED BY: TODD STAFFORD							
TYPE: BOUNDARY SURVEY							
SECTION 2, TOWNSHIP– 2 – SOUTH, RANGE– 31 – WEST, ESCAMBIA COUNTY							
SCALE: 1"=100'		FIELD BOOK	PAGE	CREW	FIELD DATE:	DRAWN BY:	CHECKED BY:
DATE: 07/25/16		602	47	DM	07/22/16	JSP	
NO.:	DATE:	REVISIONS:					APPROVED BY:

SURVEYOR'S CERTIFICATE
I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS & MAPPERS IN CHAPTER 5J-17.050, 5J-17.051 AND 5J-17.052, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

KENNETH J. MONIE PSM #4655
CORPORATE NO. LB 0007919
STATE OF FLORIDA
7/25/16

KJM Land Planning, LLC.
Kenneth J. Monie
Professional Surveyor and Mapper
5535 Venetian Court
Pensacola, Florida 32504
850-496-0223 Fax 850-438-1327

DRAWING NUMBER
16-16851

ORDINANCE NUMBER 2017-___

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 02, TOWNSHIP 2S, RANGE 31W, PARCEL NUMBER 3000-002-002 TOTALING 32 (+/-) ACRES, LOCATED BETWEEN EAST FENCE ROAD AND SAUFLEY FIELD ROAD, FROM INDUSTRIAL (I) TO MIXED USE SUBURBAN (MU-S) 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 Navy Outlying Landing Field (NOLF) Saufley Field has discontinued Navy operations, therefore Escambia County Airfield Overlay density restrictions no longer apply; 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 2016-02."

Section 3. Changes to the 2030 Future Land Use Map

The 2030 Future Land Use Map, as adopted by reference and codified in Part II of the Escambia County Code of Ordinances, the Escambia County Comprehensive Plan: 2030, as amended; Chapter 7, "Future Land Use Element," Policy FLU 1.1.1; and all notations, references and information shown thereon, is further amended to include the following future land use changes:

> A parcel within Section 02, Township 2S, Range 31W, parcel number 3000-002-002 and totaling 32 (+/-) acres, located to the East of East Fence Road and West of Saufley Field Road, as more particularly described in the Boundary Survey description produced by KJM Land Planning, LLC, registered land surveyor dated 7/25/16, attached as Exhibit A, from Industrial (I) to Mixed Use Suburban (MU-S).

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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 _____, 2017.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
D. B. Underhill, Chairman

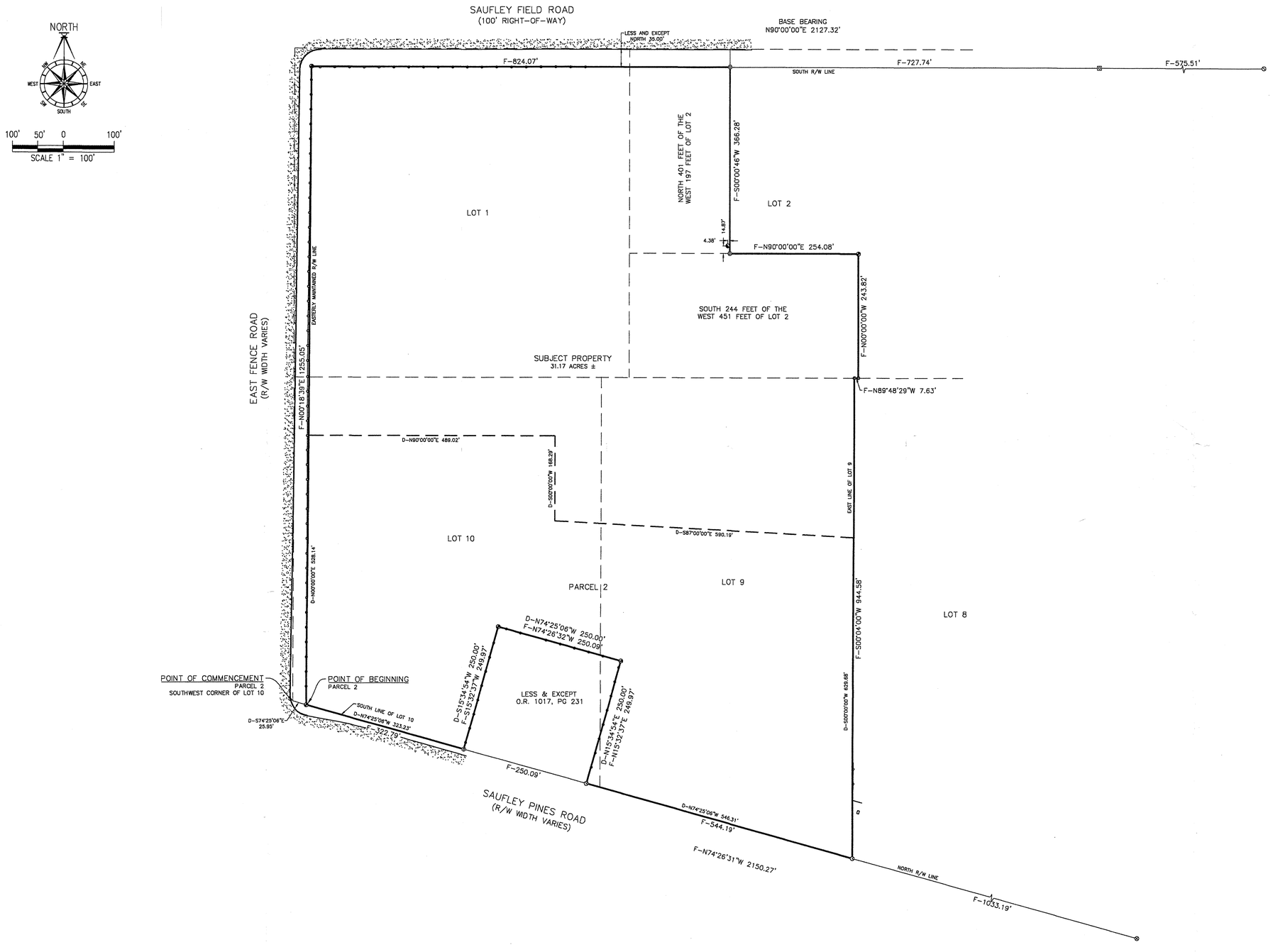
ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By: _____
Deputy Clerk

(SEAL)

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

Exhibit A



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PSM –PROFESSIONAL SURVEYOR AND MAPPER
L.B. –LICENSED BUSINESS
R/W –RIGHT-OF-WAY
F –FIELD

Certify To:
Stafford Development Group, Inc., a Florida corporation
First Community Bank
McDonald Fleming Moorhead
First American Title Insurance Company

ADDRESS: SAUFLEY FIELD ROAD							
REQUESTED BY: TODD STAFFORD							
TYPE: BOUNDARY SURVEY							
SECTION 2, TOWNSHIP– 2 – SOUTH, RANGE– 31 – WEST, ESCAMBIA COUNTY							
SCALE: 1"=100'		FIELD BOOK	PAGE	CREW	FIELD DATE:	DRAWN BY:	CHECKED BY:
DATE: 07/25/16		602	47	DM	07/22/16	JSP	
NO.:	DATE:	REVISIONS:					APPROVED BY:

SURVEYOR'S CERTIFICATE
I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS & MAPPERS IN CHAPTER 5J-17.050, 5J-17.051 AND 5J-17.052, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

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KENNETH J. MONIE PSM #4655
CORPORATE NO. LB 0007919
STATE OF FLORIDA
7/25/16

KJM Land Planning, LLC.
Kenneth J. Monie
Professional Surveyor and Mapper
5535 Venetian Court
Pensacola, Florida 32504
850-496-0223 Fax 850-438-1327

DRAWING NUMBER
16-16851

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11511 **Growth Management Report** **9. 7.**

BCC Regular Meeting

Meeting Date: 01/05/2017

Issue: Review of Rezoning Case Heard by the Planning Board on October 4, 2016

From: Horace Jones, Director

Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Review of the Rezoning Case Heard by the Planning Board on October 4, 2016

That the Board take the following action concerning the rezoning case heard by the Planning Board on October 4, 2016:

A. Review and either adopt, modify, or reject the Planning Board's recommendation for Rezoning Case Z-2016-08 or remand the case back to the Planning Board; and
B. Authorize the Chairman to sign the Orders of the Escambia County Board of County Commissioners for the rezoning case that were reviewed.

1. Case No.:	**Z-2016-08**
Address:	5700 BLK Saufley Field Road
Property Reference No.:	02-2S-31-3000-002-002
Property Size:	32 (+/-) acres
From:	HC/LI, Heavy Commercial and Light Industrial district (25 du/acre, lodging unit density not limited by zoning)
To:	MDR, Medium Density Residential district (10 du/acre)
FLU Category:	I, Industrial **(MU-S, Mixed-Use Suburban if approved in previous agenda item)**
Commissioner District:	1
Requested by:	David Fitzpatrick, Agent for Todd Stafford, Owner
Planning Board Recommendation:	Approval contingent upon FLU change approval

Speakers: Neil Zanthers, Glenna Bazinet, Richard Andres, James Dougherty, Roger Green, Sharon Erickson, Diane Wonderly, Steve Weston, Mary Harris, Virginia Barrett, Steven Barrett, Janet Weston, James Phillips, Todd Stafford, Charlene Dehart, David Fitzpatrick

BACKGROUND:

The above case was owner initiated and heard at the October 4, 2016 Planning Board meeting. Under the Land Development Code (LDC) Chapter 2, Article 7, "the Board of County Commissioners, at its scheduled hearing shall adopt, modify, or reject the recommendation of the Planning Board or SRIA or return the rezoning case to the board with instructions for additional facts or clarification. The staff of the recommending board shall inform the board of all formal actions taken by the BCC on the rezoning request.

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

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

Attachments

Z-2016-08

Z-2016-08

1 Upon resuming: 11:08 a.m.

2 CHAIRMAN BRISKE: I hereby call back to order

3 the Planning Board meeting for October 4th. We have

4 retained our forum for the meeting and we are now

5 going to go into our next case, Case Z-2016-08. The

6 applicant is Todd Stafford, the owner, 5700 Blk

7 Saufley Field Road, 32 acres. From: HC/LI, Heavy

8 Commercial and Light Industrial district (25 dwellings

9 units an acre). Lodging unit density is not limited

10 by zoning. To: MDR, Medium Density Residential

11 district (10 dwelling units per acre, regardless of

12 land use category).

13 Members of the Board, has there been any

14 ex parte communication with this applicant, agents,

15 attorneys, witnesses, or fellow Planning Board

16 members, also anyone from the general public, prior to

17 the hearing; have you visited the subject property;

18 and also disclose if you are a relative or business

19 associate of any of the parties. At this time we'll

20 start with Ms. Oram.

21 MEMBER ORAM: No communications and I am

22 acquainted with the subject property.

23 MEMBER HIGHTOWER: No to all.

24 MEMBER HOWARD: No to all.

25 MEMBER PYLE: I know the areas. I have not

101

1 spoken to anyone about this.

2 CHAIRMAN BRISKE: And Chairman, no to all.

3 MEMBER TATE: No to all.

4 MEMBER RUSHING: No to all.

5 CHAIRMAN BRISKE: Thank you. Staff, was

6 notice of this hearing sent to all interested parties?

MS. MEADOR: Yes, sir.

CHAIRMAN BRISKE: Was that notice also correctly posted on the subject property?

MS. MEADOR: Yes, sir.

CHAIRMAN BRISKE: Mr. Stafford, let's see --

MR. DAVID FITZPATRICK: He had to take off. He asked me to step in for him.

CHAIRMAN BRISKE: Okay. Horace, what are your rules as far as having an agent?

DIRECTOR JONES: He is the agent.

CHAIRMAN BRISKE: We just don't have that on the sheet here. It just says the presentation is going to be by Todd Stafford.

DIRECTOR JONES: It says, "Applicant: David Fitzpatrick, Agent for Todd Stafford."

CHAIRMAN BRISKE: I'm just looking at the agenda and it doesn't say that on the agenda. It just says -- okay.

DIRECTOR JONES: He is the agent.

CHAIRMAN BRISKE: Okay. And if you could, let's put it on the agenda as well, because that's what I use to go by. Morning, David.

MR. FITZPATRICK: Morning.

CHAIRMAN BRISKE: Please be sworn in.

(The witness was duly sworn).

CHAIRMAN BRISKE: Okay. Before we get started we typically will present the maps and topography. Do you have any objection to that?

MR. FITZPATRICK: No, sir.

CHAIRMAN BRISKE: Okay, we'll ask the staff. If you want to just have a seat, we'll call you back up in just a second. Who will be presenting?

MS. CAIN: Allyson Cain, Urban Planner. This is Case Z-2016-08, 5700 Blk of Saufley Field Road going from HC/LI to MDR, Medium Density Residential. This is a location map showing in red the location. This is the 500' foot zoning map showing the

HC/LI

19 zoning surrounded by the LDR public and HC/MU and MDR.

20 This is the Future Land Use map, currently Industrial.

21 It is also in the process of a Future Land Use change

22 going to Mixed-Use Suburban. This is the Existing

23 Land Use map showing the Existing Land Use of

24 surrounding properties. This is an aerial view of the

25 subject parcel. This is a public hearing sign. The

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1 red one is the rezoning and the green one is the

2 Future Land Use changes currently in process.

3 This is the subject parcel showing the

4 subject parcel from East Spence Road. Another site of

5 the subject property from Saufley Field Road. This is

6 looking north from the subject property across Spence

7 Road, looking east along Saufley Field Road. This is

8 looking along Saufley Field Road at the corner of East

9 Spence and Saufley Field; looking northwest across

10 Saufley Field Road from the subject property; looking

11 south along East Spence from the corner of Saufley

12 Field. This is at the corner of East Spence Road and

13 Saufley Pines, trying to get a look at the subdivision

14 from the Saufley Pines area. This is our 500-foot

15 mailing list that we got from the property appraiser,

16 and this is our mailing list that we get from the

17 property appraiser. And that concludes the staff's

18 maps and pictures.

19 CHAIRMAN BRISKE: Okay. Any questions, board

20 members? Okay. Mr. Fitzpatrick. We've already sworn

21 you in. If you'll state your name and address for the

22 record, please.

23 MR. FITZPATRICK: I'm David Fitzpatrick,

24 10250 North Palafox Street.

25 CHAIRMAN BRISKE: Mr. Fitzpatrick, have you

and the owner received a copy of the staff's findings and the rezoning hearing package?

MR. FITZPATRICK: Yes, we have, and we concur.

CHAIRMAN BRISKE: Do you understand that you have the burden of providing substantial, competent evidence that this proposed rezoning is consistent with the Comprehensive Plan, furthers the goals, objectives, and policies of the plan, and is not in conflict with the Land Development Code?

MR. FITZPATRICK: Yes.

CHAIRMAN BRISKE: Thank you, sir. Please proceed.

MR. FITZPATRICK: I don't have much of a presentation other than we're down-zoning the

parcels

16 from Heavy Commercial/Light Industrial down to a

17 residentially zoned parcel. The owner has plans for a

18 residential subdivision that will be roads and houses

19 and sewer and water and storm sewer. Just wanted to

20 let you know we concur with the County's findings of

21 fact.

22 CHAIRMAN BRISKE: I believe I'm familiar with

23 this area, and right now there's kind of a large

24 borrow pit on the property, a portion of it. Is that

25 correct?

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1 MR. FITZPATRICK: That is correct.

2 CHAIRMAN BRISKE: What mitigation is going to

3 be done there with that?

4 MR. FITZPATRICK: We're going to fill it

in

5 and use it for stormwater storage and treatment.

6 Or fill in some of it and leave some of it, how about

7 that?

8 CHAIRMAN BRISKE: Are you accepting the

9 staff's findings of facts or do you want to address

10 any of the criteria?

11 MR. FITZPATRICK: No; we're accepting their

12 findings of fact.

13 CHAIRMAN BRISKE: All right. We'll give you

14 an opportunity to come back, but we do have quite a

15 few members of the public here to speak.

16 MR. FITZPATRICK: I want to say one more

17 thing. I've heard from staff this morning that

18 there's a flier going around the neighborhood that

19 we're building low income housing on the site, and

20 that's not ever crossed our minds to consider on this

21 particular development. It will be a single-family

22 subdivision.

23 CHAIRMAN BRISKE: All right. Just to remind

24 everybody, we've said this before, but at this level

25 we do not review what the actual final product is.

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1 We review what the zoning is and what can potentially

2 go in that zoning district, okay, just like we did on

3 the last case. And so that's what the criteria, the

4 same six criteria is what we have to look at. Okay?

5 At this time I'm going to open the public

6 comment portion -- I'm sorry, I need to have staff --

7 I'm getting ahead of myself trying to get us out of

8 here. I'm sorry. Let's go ahead and have the staff

9 present the criteria.

10 MS. CAIN: So on Criterion a., Consistent

11 with Comprehensive Plan, currently the Future Land Use

12 is industrial. The applicant has actually gone and

13 requested a Future Land Use change from Industrial to

14 Mixed-Use Suburban. It has gone to this Planning

15 Board, and it will go to the Board of County

16 Commissioners this Thursday night for transmittal to

17 the Department of Economic Opportunity for them to

18 transmit and give their comments. So at this current

19 time, the current Future Land Use is not consistent

20 with the zoning. If the Future Land Use does get

21 approved to Mixed-Use Suburban and then this rezoning

22 is adopted, then they will be consistent. So in the

23 findings, the current is not consistent with the

24 current industrial. So once the Future Land Use,

25 again, is approved, and then the rezoning, if it is

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adopted, it will be consistent. Here again, this rezoning is contingent upon the Future Land Use amendments being approved, which may not be for a couple of months.

The Criterion b., Consistent with the Land Development Code, the proposed amendment is consistent with the intents and purposes of the Land Development Code. Medium Density Residential allows for residential uses. It does not allow for retail sales. No industrial uses as currently can be allowed on the parcel, and it would not be in conflict with any portions of the code. This change or request from Heavy Commercial/Light Industrial to Medium Density Residential is a down-zoning, if you will, to less intense zoning, residential. Like I said, no industrial, no retail sales allowed.

Criterion c., Compatible with surrounding uses. The proposed amendment is compatible with the existing uses in the area. The districts are LDR, MDR, Public, and Heavy Commercial/Light Industrial in

21 the area. The amendment would be consistent with the

22 surrounding uses which are a majority of residential

23 uses. They would coexist without producing any

24 negative impacts to the neighboring properties. The

25 rezonings of the parcels to MDR, Medium Density

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1 Residential, would allow for residential development

2 which would be compatible to the single-family homes

3 that exist in the area, instead of any industrial-type

4 businesses which may cause more noise, they would have

5 increased dust and overall nuisance to the adjoining

6 neighbors. Densities and intensities would be

7 decreased in the area through rezoning from the HC/LI

8 to the Medium Density Residential.

Criterion d., Changed conditions. The applicant is currently requesting a FLUM Amendment from Industrial to Mixed-Use Suburban, and this rezoning is contingent upon the FLUM approval. The area has not changed although the rezoning is a decrease in density and intensity.

Criterion e., Development patterns. The rezoning to the Medium Density Residential would result in a logically and orderly development pattern, because to the east and south of the subject parcel there are currently single-family residential subdivisions that currently do exist.

Effects on the natural environment. The rezoning would not increase the probability of any significant adverse impacts on the natural environment. There were no hydric soils or wetlands indicated on the property at this point in time,

1 although once a development would come into play, then
2 it would be reviewed through the Development Review
3 Committee and any other impacts would be reviewed at
4 that time. That's all of staff's findings.
5 CHAIRMAN BRISKE: Okay. I know that is very
6 confusing to those of you that may not be used to
7 this. I think it's very important for you to
8 understand that the Future Land Use is not the zoning.
9 That is an overlay that kind of says this is what is
10 planned for future. Now, because this is already
11 Light Industrial, the Future Land Use is Industrial at
12 this time because it has to be. They have to match
13 each other. Because they are down-zoning it, you're
14 not allowed to put residential homes in an industrial
15 area. So the applicant first had to come through this
16 Planning Board and ask for that Future Land Use to be
17 changed from Industrial down. That was the first
18 step. That was recommended for approval from this

19 board to the County Commissioners. They have not
20 voted on that yet.
21 If they agree with us and they vote in
22 agreement, then it will go to the Department of
23 Economic Opportunity over in Tallahassee, because this
24 is a change to our Comprehensive Plan, which is the
25 overall plan for the county. So Tallahassee actually

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1 looks at this to say, yes, this is consistent with
2 your overall plan. So it has to go to that level.
3 Then we're coming back today with this zoning
4 re-change, which again is basically a down-zoning.
5 It's going from a very intense possible use,
6 Industrial. There's a lot of very intense things that
7 can be done in Industrial. They're wanting to move it

8 down to a Residential use, which is basically for a

9 subdivision is what they're telling us. Now, we don't

10 have the plans for the subdivision here, so the things

11 that are allowed in MDR is what we would have to

12 consider, okay? But that's what the applicant's

13 testimony has been.

14 So I just wanted you to understand there is

15 actually two pieces of this process. We've already

16 addressed that Future Land Use issue and it's still

17 going through the process. The commissioners -- and

18 in fact, you-all can attend that meeting to hear what

19 the commissioners say about it. It's on Thursday. If

20 you want to hear about that, that will be one of the

21 agenda items that they address.

22 DIRECTOR JONES: Also, Mr. Briske, I would

23 add something. At the meeting on Thursday they can

24 speak as well because that's legislative. Although

25 you may not have spoken at the Planning Board meeting,

1 but because Thursday is a legislative action, you can
2 speak at that meeting on Thursday night.
3 CHAIRMAN BRISKE: Okay. So now we're
4 considering the zoning change here. And, of course,
5 you just heard the staff's presentation. We're going
6 to hear from each of you from the public that wants to
7 give comments on the record, and then, like in the
8 last case, we'll make a decision. Allyson.
9 MS. CAIN: Yes, sir. Although they can speak
10 regarding the Future Land Use Amendment on Thursday,
11 they won't be able to mention anything regarding the
12 rezoning, because the rezoning is a quasi-judicial
13 hearing. So it's just on the Future Land Use
14 amendment. And another thing, speaking of the Medium

15 Density Residential, kind of like the last case if you

16 were here, the things that are allowed in Medium

17 Density Residential are single-family. There's no

18 apartments and things like that. Here again, you have

19 your infrastructure, your have your roads, your

20 stormwater. So here again, even though it may say 10

21 dwelling units per acre, you have to take into

22 consideration your setbacks, you know, all the other

23 things when you're considering what can you actually

24 fit into the -- you have physical restraints. So here

25 again, and we aren't site specific, but I just wanted

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1 to kind of throw that in there because we had such a

2 long rezoning the last time.

3 CHAIRMAN BRISKE: Okay. Mr. Fitzpatrick,

4 anything before I go into public comments that you

5 wanted to add?

6 MR. FITZPATRICK: No, sir.

7 CHAIRMAN BRISKE: All right. Those members

8 of the public who wish to speak on this matter, please

9 note the Planning Board bases its decisions on

10 approval conditions and exceptions described in

11 § 2-7.2 of the Escambia County Land Development Code.

12 During our deliberations the Planning Board will not

13 consider general statements of support or opposition.

14 Please limit your testimony to only those conditions

15 described in § 2-7.2. Please also note that only

16 those individuals who are here today and speak on the

17 record before the Planning Board will be allowed to

18 speak at the subsequent quasi-judicial hearing before

19 the Board of County Commissioners.

20 MS. MEADOR: Mr. Chair, did Allyson finish

21 her presentation?

22 CHAIRMAN BRISKE: I believe so. Is there

23 anything else to add, Allyson?

24 MS. CAIN. No.

25 CHAIRMAN BRISKE: Thank you. So we're going

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1 to go into the public hearing. I believe you said

2 Mr. Stafford has gone, so --

3 MR. FITZPATRICK: He's on the way back, but

4 he had to run off to a short meeting.

5 CHAIRMAN BRISKE: I'll put him at the bottom

6 of the stack. If he's back in time he can speak. If

7 not, all right. Katherine Anderson.

8 MS. KATHERINE ANDERSON: I don't wish to

9 speak.

10 CHAIRMAN BRISKE: Okay. You won't be allowed

11 to speak at the Board of County Commissioners. Okay.

12 Neil Zanthos, I believe it is. Yes, sir. I think

13 everybody has been in here, you know the drill. Be

14 sworn in, then give your name and address for the

15 record, please.

16 (The witness was duly sworn).

17 MR. NEIL ZANTHOS: My name is Neil Zanthos.

18 I live at 5516 Shadow Grove Boulevard. I am in the

19 500-foot radius of said area. As far as being opposed

20 or for, honestly, I'm kind of on the fence. There's a

21 couple of contingencies that I would kind of like to

22 know about. I wish that the gentleman was here to

23 maybe answer a few more questions. But as this

24 preliminary states, I have to get everything on the

25 record so I can touch base on it at the next meeting,

so I'm going to go through a few things.

My first is the allocation of capacity. I am not really for the zoning of medium density. I think that low density would be more appropriate for the area. I am slightly worried about the amount of traffic that would come out of such a large area around East Spence and Saufley as far as the traffic congestion already. I also would like to touch base on the stormwater runoff. I know in the big flood the water pretty much funneled down our main street through Shadow Grove and washed out almost an entire lot. So if that area, which is now pretty much a pit that I'm assuming is collecting stormwater, if that's built up and leveled off, I'm worried that the stormwater will be more heavy down our road. So that is a big worry for me.

Also -- and most of these are going to be in reference to criteria c. and d. I am worried about a possible residential mobile home park in the area.

20 I think that that would reduce the value of our homes.

21 But as far as a nice residential neighborhood that is

22 built, you know, with a few bells and whistles that

23 some of the builders are doing today, I'm actually for

24 that. I think if there were steps taken for

25 beautification as they have in the surrounding area,

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1 green space, if they lit up some of Saufley and East

2 Spence with surrounding lights, if they enhanced the

3 area, I think it would benefit our neighborhood. So

4 that is also important to me. I also am interested in

5 what kind of buffer there will be from the

6 neighborhood and the surrounding neighborhoods.

7 And in accordance to Criterion f., I know

that there are a lot of established oak trees and pecan trees, and if they're going to come in and clear space, if they could save as many of those as possible, I think that would be beneficial to the area. I am also a little bit worried about the noise and the light pollution from a large residential space in that area. I'd also like to know what kind of time frame we're looking at as far as the construction of this residential neighborhood. And I am also a little worried about absentee landlords. Renting out a Section 8 is a concern of mine. Also, to help traffic, I think it would be in our interest if we could possibly add some kind of a light or something at the end of Blue Angel and Saufley, because that's going to be one of the main exits for current neighborhoods and the new neighborhoods to enter and exit. So I that that's important for us to keep traffic flowing.

So in conclusion, really I am for a good neighborhood if it's done right and the area is beautified and there is improvement on the area, but that's pretty much what needs to be done, in my opinion, for me to be for this. That's all I have. Thank you for your time.

CHAIRMAN BRISKE: Thank you, sir. And thank you for addressing the criteria with each of your comments. That helps us when we go forward. Glenna Bazinet.

(The witness was duly sworn).

MS. GLENNA BAZINET: I first of all apologize because I didn't know how the forum was here so I don't have a speech.

CHAIRMAN BRISKE: If you would state your name and address for the record, please.

MS. BAZINET: My name is Glenna Bazinet. I live at 1712 Gnarly Oaks Circle in Shadow Grove

19 Subdivision, directly across the street from the
20 proposed subdivision. We weren't given a lot of
21 information from the builder's representative, so we
22 have a lot of questions. We have concerns about the
23 traffic because there's going to be an entrance, we
24 understand, on East Spence Road and Saufley Pines
25 Road. That's where everybody is going to be funneling

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1 out. From our perspective at Shadow Grove, we're like
2 almost -- we go out on Saufley Pines Road and then go
3 down to East Spence. So it's all going to be a big
4 clog right there for us, and I also believe probably
5 for our neighborhood next door. He didn't address
6 what type of homes, the number of homes per acre. And

7 that also, of course, you know, gives you concern
8 about crime.
9 The only outlet that Shadow Grove Subdivision
10 has is on Saufley Pines Road. We don't have an outlet
11 to our subdivision anywhere else, so we have no choice
12 but to go right into this subdivision there in order
13 to get out. Also, I would like to know once the
14 zoning was approved, or even before, I would like to
15 know if we have the ability to obtain DEP and EPA
16 records on this property. It's directly across from
17 Saufley landfill, and I know that there are records of
18 contamination on that property that I would really
19 like to be able to get to present, but I didn't know
20 ahead of time, so therefore I don't have it. This
21 community suffered a lot. They fought to close
22 Saufley landfill, and moving everything around, we
23 know that the contamination has leeched into the
24 properties. And we're very concerned about the
25 building going across the street there, what it would

1 do to our health again. And so, therefore, I'm very

2 opposed. Thank you.

3 MEMBER TATE: Can I say something before we

4 go any further? And this is for you and for the

5 others as well, because you've had the opportunity to

6 meet with the developer. We haven't. And whether we

7 did or didn't, anything that the developer tells you

8 at this stage has nothing to do with this process, nor

9 can he be bound by it. There is not a give and take,

10 if they do this then we'll make this decision at this

11 stage. It's not at all a given that what you're given

12 is what will happen. Just as we said the last time,

13 Developer A can decide they don't want it and it goes

14 to Developer B and it's something different. And

15 that's the way of business. Or Developer A can simply

16 decide I want to do something different.

17 Now, we expect and we hope that man's word is

18 good, but in this process there's nothing, no hooks,

19 nothing binding in regard to what somebody says

20 they're going to do or thinking about doing with a

21 piece of property, because this process can't allow

22 that if you do this, then we'll make this decision, at

23 this level. So it's hard for us, because that's

24 information we'd love to know as well sometimes, but

25 it can't be part of our decision-making process in

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1 regard to zoning for the property, not in regard to

2 other issues beyond that if zoning is granted.

All

those questions you have, and it's where it takes the community to act together.

As this thing goes through, if it goes through or doesn't go through, we've got to make a recommendation to the board. The board, like I say, can agree or disagree with our recommendation. And if it goes forward, it goes back into the planning stage, and most of that is public, but it's not the same level of notification that you have here. So you have to stay actively involved in knowing what's happening and when this meeting is taking place and when they're doing this and that so you know all those things and you can put your hand up and say we've got an issue here. It's just an opening process here, but those issues, like I said, there's nothing binding to any of those responses you've gotten at this point.

MS. BAZINET: Okay. Thank you, I understand.

MEMBER PYLE: Likewise, the concerns that

21 people bring up about -- while I understand that you

22 may want to get it on the record to bring it up so you

23 can speak at the Board of County Commissioners, when

24 you speak of the stormwater runoff and/or a traffic

25 light, please know that the applicant, if this is

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1 perceived beyond this point, it is all on their

2 shoulders as they go through the process to apply for

3 whatever the subdivision is, very strict criteria.

4 They don't just sit in a room and say I think I'll put

5 a light there. I'm just telling you that they have

6 very strict rules and traffic counts that will mandate

7 that they pay big bucks for that light. And/or when

8 they go for the stormwater, very specific rules and

9 what they have to do to get rid of water that may
10 otherwise not have been treated. And sometimes when
11 people say, well, yes, I'm in a subdivision and it
12 doesn't work, well, after people live in a
13 subdivision, it's up to the HOA to actually maintain
14 those things. So I'm just telling you, before -- you
15 know, I understand that again, you may want to put it
16 on the record, but the obligation is in fact on the
17 applicant's back at that point and they have very
18 specific requirements for those types of items. I
19 just bring it up because it's been brought up several
20 times.
21 CHAIRMAN BRISKE: And that is a public
22 hearing process. Individuals who have marked on this
23 paper that they'd like to be informed of future items,
24 the staff then reaches out to you and will give you
25 updates when things are happening. But they both said

1 it very well. Go out, shake the developer's hand, the
2 builder's hand, ask them what they're doing, you know,
3 understand it. It's much better when everybody kind
4 of works together. And in cases of down-zonings, you
5 know, you're going from something that could have been
6 an industrial use down to a subdivision. So a lot of
7 times we look at it and say, well, that's better.
8 It's better than an industrial use being there because
9 it's less intense. But we understand the other
10 concerns as well. So -- Richard Andres.
11 (The witness was duly sworn).
12 MR. RICHARD ANDRES: My name is Richard
13 Andres. I live at 6029 Spanish Oak Drive, in the
14 Spanish Oak Manor Homeowners. I retired about
15 20 years ago from the Navy and I decided to come to a
16 nice place that was quiet, there's no crime in our

17 area, the homes are on large lots. So we bought into

18 this place because it was designated LDR. The homes

19 are single-family with lots of acreage. They range

20 from a half acre to three acres. I object to this,

21 mostly it's going to be in Criteria c. and d. I think

22 this will increase significantly the noise. I'm not

23 sure how they're going to run the numbers and what's

24 going to go in there, but no matter what, East Spence

25 Road is a very small road. In fact, the road has

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1 collapsed a few times and they've had to go in and fix

2 it. That's how small the road is where the ditch is,

3 where the drains run down and have flooded our sister

4 next to us in Shadow Grove, destroyed many of

their

5 homes.

6 I am a licensed realtor, and it will

7 significantly decrease the value of our homes. It's

8 very evident, you can look anywhere. If you put MDR

9 homes next to LDR homes, those values of homes go

10 down, cut and dried. All the homes that surround this

11 thing are LDR. It's LDR, LDR, LDR, LDR, and they want

12 to slap down an MDR. Just like the one before us, the

13 case, they're basically putting this plug into a place

14 it doesn't belong.

15 And a few items that are just tidbits, I

16 might say, is the -- the signs that were posted were

17 posted on one place. There's three ways to exit out

18 of our homeowner subdivision. You can go down Saufley

19 Pines Road and never go by the signs. You can go down

20 East Spence Road and continue to go down East Spence

21 Road and never go down by the signs. If you happen to

22 make a right-hand turn there where you exit out of

23 Saufley Field, you will go by the signs. So

they're

24 not available to everybody, and it only clipped three

25 or four homes in our subdivision of 80 homes that

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1 people knew. Two of those people are on vacation. So

2 it really wasn't the best notification procedure. I'm

3 going to look to see if there's a way to possibly

4 change the notification system so that maybe we can

5 put our names on an e-mail on your plot with Jones so

6 that if anything affects 2,000 feet out, you can be

7 notified about it. It would be much easier, it would

8 be free and no cost to the government. But I am

9 totally against this. I would look at LDR homes, but

10 not MDR. Thank you, sir.

11 CHAIRMAN BRISKE: Thank you. James

12 Dougherty.

13 (The witness was duly sworn).

14 MR. JAMES DOUGHERTY: My name is Jim

15 Dougherty. I'm hearing impaired, so if you've already

16 discussed some matters, I'm sitting back here in the

17 shadows, forgive me if I ask you to repeat them.

18 Based on the criteria that you've got so far, I'm

19 against c., d., and e.

20 Compatibility. I understood earlier 10 units

21 per acre. I do not want a housing project. I do not

22 want to have duplexes. All the homes around that area

23 are all single-family. The gentleman, Mr. Andrews,

24 pointed out earlier, that's what we live in. We

25 bought into that area, single-family. I understand if

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1 you want to put homes there, I really don't have

a

2 problem. But when I see 10 units per acre, that

3 sounds either like an apartment complex or a housing

4 project. It's going to destroy the value of our homes

5 that we built and we invested heavily into.

6 Conditions, changed conditions. Potential

7 roads. Right now the designated roads for that area

8 are going to be addressed going into either East

9 Spence or Saufley Pine. The roads are already

10 congested. It's a two-lane road coming into the

11 subdivision from that area. Why not put it out on

12 Saufley Field Road? That's a three-lane highway

13 that's got a turning area. That's the wrong thing to

14 do. If you need to have roads in that area, make it

15 to where it goes into a good artery. Across from that

16 area, if you have it up on the map, is a dump. That's

17 a debacle of Escambia County. It cost the taxpayers

18 millions of dollars to remediate that area. I suspect

19 that the developer who wants to put homes into this

20 place wants to vent the traffic through East Spence

21 and Saufley Pines so they don't look at the dump every

22 time they come out. Let them look at it. We have to.

23 Development patterns. The traffic I've

24 already discussed with you. As far as signs, I

25 forgive you guys. I've worked for the government

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1 before. The only sign that most of us saw was on

2 Saufley Field Road. There was not one on East Spence.

3 I'm talking about signs about this meeting. There was

4 not one on East Spence and there was no sign on

5 Saufley Pines. There weren't. So people who normally

6 come in the subdivision coming down Saufley Pines,

7 they never saw the sign. If you come on Saufley Field

8 Road you saw the sign. And I got on my e-mail and I

9 contacted all the people that I could about

sending

10 out notices about this meeting. Not criticizing you

11 folks, I'm just making a suggestion, look at the

12 different avenues coming in. That's all I want to

13 say. I hope I passed the audition.

14 CHAIRMAN BRISKE: Thank you, sir. Roger

15 Green.

16 (The witness was duly sworn).

17 MR. ROGER GREEN: Hello. I've lived out

18 at --

19 CHAIRMAN BRISKE: Can we have your name and

20 address for the record, please.

21 MR. GREEN: Roger Green, 6066 Spanish Oak

22 Drive. I live in Spanish Oak Subdivision. I've been

23 there since 1985. We built out there because of the

24 property and the amount of property available, and

25 it's quiet, nothing out there but yellow flies at the

1 time we got there. I'm concerned. I'm glad to see
2 some -- I personally am glad to see some development
3 coming our direction. The west side of town is a
4 forgotten side of town. But I'm concerned about what
5 kind of development we're going to get. Now, I
6 understand what this meeting is all about, and I've
7 got some issues under c. and compatibility and all
8 that stuff. I do personally believe that we can talk
9 to this builder. I know something about this man, and
10 I think we'll probably get some good answers or good
11 answers that we can live with.
12 One of the questions I'd like to put to the
13 board here is, are duplexes and quadri-plexes part of
14 this code designation for this? No? Just
15 single-family dwellings?
16 (Simultaneous colloquy).
17 MR. GREEN: So we're basically with
18 single-family dwellings here, right? I mean, that

19 makes sense to me if it's done right. And if you're

20 going to sell them out there, you've got to do them

21 right because you're competing against everybody else

22 that's doing this right now. I'm open. I'm not

23 saying I'm for it or against it. But I want to know

24 more about it, and I think the way for me personally

25 to get to know more about it is to talk to somebody

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1 that's wanting to do this and find out what they want

2 to do. I concur with a lot of things that were said

3 here about the impact. The access is terrible. If

4 you don't access Saufley Field Road, that's going to

5 be -- you're waiting for multiple accidents to happen.

6 People are going to get killed trying to get in and

7 out of that thing. You're coming down a little windy,

8 twisty two-lane road both ways. It's poor planning to

9 put both of those entrances and exits on two little

10 roads when you've got a big one you can get on easy

11 enough. I've probably got more to say, but I don't

12 want to waste any more of your time. But I'm just

13 saying that I'm open and that's my personal view of

14 it. I want to know more about it. Thank you.

15 CHAIRMAN BRISKE: Thank you, sir. Patricia

16 Green.

17 (The witness was duly sworn).

18 MS. PATRICIA GREEN: My name is Patricia

19 Green, I live at 6066 Spanish Oak Drive, and I think

20 my husband just said everything I need to say. I just

21 wanted to be on record. Thank you.

22 CHAIRMAN BRISKE: Thank you. Linda Workman.

23 MS. LINDA WORKMAN: I said I didn't want to

24 speak.

25 CHAIRMAN BRISKE: Okay. Rex Workman.

MR. REX WORKMAN: I don't.

CHAIRMAN BRISKE: Okay. You know, sometimes folks mark on the sheet and then after they hear what's going on they change their mind. So we give everybody an opportunity.

Chip White. Edmund (Chip) White. Okay. Vicky Staaling?

MS. VICKY STAALING: I didn't mean to check it, sorry.

CHAIRMAN BRISKE: You do not wish to speak, okay. Jane Wagener?

MS. JANE WAGENER: I don't want to speak.

CHAIRMAN BRISKE: Does not want to speak? Sharon Erickson.

(The witness was duly sworn).

16 MS. SHARON ERICKSON: My name is Sharon

17 Erickson, I live at 5508 Shadow Grove Boulevard. And

18 even though these two items have already been

19 mentioned multiple times, I want to stress it again.

20 One of them is the ditch that's already on the

21 property. I don't know what you call it where they

22 had dug the dirt out before for previous road

23 construction. It's rather large, and the statement

24 was made, part of that would be filled in and part of

25 it would be a retention pond. Okay. I live in the

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1 third house going into Shadow Grove Boulevard, and the

2 water, when it rains, will come down Shadow Grove

3 Boulevard. So if that retention pond is put up there

4 where the current ditch is, it's not going to

help the

5 runoff that's going to be coming down Shadow Grove

6 Boulevard.

7 There's a retention pond that was on the east

8 side of the landfill. It will fill up with water.

9 But then there was a drainage that was going to come

10 down East Spence Road and then follow the backside of

11 Shadow Grove Boulevard and go on down to another

12 retention pond. When it rains, that drainage ditch

13 starts filling up very quickly. It doesn't even take

14 a half inch of rain before it starts filling. I think

15 I'm in the top of the hill and the water is running

16 away. I don't see what happens at the end, other than

17 when we got that big flood a couple of years ago

18 houses were flooded. A couple of them have been

19 destroyed and taken out.

20 The other issue is the traffic. Blue Angel

21 is a main thoroughfare now, and I understand that in

22 the future it maybe four-laned. We are blessed that

23 we have a left-turn lane off Blue Angel to come

down

24 Saufley Pines so that we can pull over and turn left.

25 We do not have a left-hand lane to turn north onto

130

1 Blue Angel from Saufley Pines. So if somebody comes

2 down Saufley Pines and wants to go north on Blue

3 Angel, they're going to hold up traffic because of the

4 amount of traffic that's already on Blue Angel. Okay?

5 Now, some of us will come around and go up East Spence

6 Road, take a right on Saufley Field, and go up and

7 catch the red light and that works. So if all this

8 traffic is going to be -- once this development

9 happens and the traffic is going to come out on East

10 Spence Road and we're going to have -- excuse me --

11 well, East Spence Road or Saufley Pines Road, and we

12 have to go up to Blue Angel, we're going to start

13 backing up. Because you've got Turkey Road is a

14 dead-end road, Princeton is a dead-end road, Shadow

15 Grove is a dead-end road, and then you go on down and

16 the rest of the places from Spanish Oak on down,

17 there's no other way but to come up to East Spence or

18 to come all the way up to Blue Angel. So whatever is

19 considered, you need to be thinking about that traffic

20 and that water because we're all going to start

21 flooding. Thank you.

22 CHAIRMAN BRISKE: Okay. Folks, we understand

23 there's a lot of concerns about these, and I just want

24 to reiterate, through the Development Review Process,

25 the traffic concurrency, the need for turn lanes, the

1 need for signals or signs, all of that is addressed
2 once the plan has actually been submitted. No plan
3 has been submitted to us as far as what they want to
4 build there. This is just the zoning. So we don't
5 even know where the entrances are going to come in and
6 come out. That's not even part of what we get to see
7 here. The same thing with the drainage. They are
8 required to control their stormwater for their
9 property and not make problems any worse. But that
10 goes through an extensive stormwater review and it's
11 gotten -- as Horace said in the previous case, it's
12 gotten more intense because we've had these big
13 problems in the past. If you've got problems there
14 now, you need to be calling the county and get them to
15 clean out your ditches and clean out the culverts and
16 things, because a lot of times that's what's causing
17 some of the backups. Diane Wonderly.

18 (The witness was duly sworn).

19 MS. DIANE WONDERLY: Diane Wonderly, 5581

20 Shadow Grove Boulevard. I addressed the September

21 board and I've been reviewing the minutes. I also had

22 quite a few questions, and one of them documented, and

23 I have been told that they were documented into the

24 minutes. But at that time I was told that they were

25 premature questions. I don't think they're premature

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1 anymore. The reason is, on the Comprehensive Plan it

2 says 32 one-acre parcel units for 32 dwelling units.

3 Well, when I was asking my questions in September,

4 Mr. Fitzgerald was not present. And so really I never

5 received any response. So when that part, that

case

6 had been discussed and Mr. Fitzgerald came in, it was

7 voted upon and approved. And I'm not sure what was

8 approved because I'm not up on all this stuff. So

9 when I saw him leave I followed him out the door, and

10 he was very nice to me. I repeated my questions that

11 I had stated to the board, and I was told at that time

12 that the plans were 82 houses on that property, not 32

13 one-acre lots. So we do know what the intent is.

14 And also -- I've copied all the minutes from

15 that meeting, I nearly wore out my printer. I think

16 there needs to be a soil testing, because there was

17 a lot of toxic fumes and water runoff from the dump

18 and it runs down East Spence Road. Now, the people

19 that came in there to investigate that dump, I'm told

20 that their boots rotted out after walking through that

21 water. Now, I don't know whether that's true or not,

22 but that's something to consider. So now this water,

23 this dirt is going to be churned up and we're going to

24 have water runoff from the rain, and I'm thinking, is

25 there going to be more toxic fumes and debris running

133

1 down back of our neighborhood? Because it runs down

2 East Spence Road from the dump and runs down Shadow

3 Grove Boulevard about halfway down, then it crosses

4 over through the sewers into a holding pond. Now,

5 that holding pond overflowed, and the city has been in

6 there cleaning it up, as you suggested. They've been

7 cleaning it up for about four or five years. It has

8 never been completely resolved.

9 When we had that big rain it took out two

10 homes. They had to tear the two homes down. It

took

11 all the dirt from around my neighbor in my backyard

12 from around his foundation, left his concrete driveway

13 suspended in mid-air because all the dirt had washed

14 down to the street. We do not have sufficient

15 drainage in that area and it's very dangerous, and I'm

16 worried about the toxic being stirred up again. There

17 are no sidewalks on Saufley Pine Road. So you

18 couldn't even walk down the block if we're going to

19 have all this additional traffic because there aren't

20 even any sidewalks. Let's see what else I had here.

21 CHAIRMAN BRISKE: I'm going to ask you to

22 wrap up your comments. You've used up your time, so

23 please conclude your comments.

24 MS. WONDERLY: I will. When we're talking

25 about the next meeting on Thursday, where and what

time?

MS. CAIN: It's going to be downtown at the courthouse at 5:45. Actually it will be like 5:47, I believe, at the County Commission meeting. And that will be the Future Land Use Map Amendment that will be just for transmittal to the Department of Equal Opportunity, not for an approval meeting.

CHAIRMAN BRISKE: Although that meeting is on this same property, it is not this hearing. This would go to a subsequent Board of County Commissioners meeting. That one is Thursday, was the Future Land Use change that we did, I think last month. So they're two different things. I know they're on the same property, but they're two different things. So I want you to understand.

MS. WONDERLY: My final comment is someone is working on that land already and moving dirt around.

18 The plans are to have 82 homes in there and it's just

19 not -- it needs to be checked out even further,

20 especially the soil. Thank you very much.

21 CHAIRMAN BRISKE: Steve Weston.

22 (The witness was duly sworn).

23 MR. STEVE WESTON: Morning. My name is

24 Steve Weston. I live at 1708 Gnarly Oak Circle. And

25 I apologize because I'm not prepared for this meeting,

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1 either. I found out about it late. There was a small

2 piece of paper out on a telephone pole, but I just

3 thought it was another lost cat or dog and I didn't

4 pay any attention to it. But what my concerns are and

5 what I want on the record that my concerns are, two

6 things. If what I'm hearing is there are going

to be

7 around 80 homes in this small parcel, it obviously,

8 even though I didn't bring a certified or licensed

9 appraiser with me, it's obviously going to make my

10 property value go down, and I'm not happy with that at

11 all. I've worked all my life to build that house and

12 I want to get as much out of it as I can, as I'm sure

13 all of you do.

14 My other concern and even larger concern is

15 the pollution in that dump across the street. I've

16 lived out there since 1979, in Shadow Grove since '89,

17 and what I witnessed that was allowed to go into that

18 landfill was horrible. I can't believe we let it

19 happen for all those years. It's just ridiculous.

20 But, anyway, I was sitting here while this was going

21 on and reading some publications from Escambia County

22 about all the toxic chemicals that are in there now,

23 arsenic, manganese, I don't even know how to pronounce

24 half this stuff. But you know putting an $8

million

25 tarp over the top is not going keep what's in it from

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1 going in the groundwater. So if this new development

2 starts digging new septic systems, you know there's

3 going to be a problem and we're going start smelling

4 all this stuff that we smelled for 15 years in that

5 neighborhood. And I'm sure I can speak for everybody

6 in my neighborhood, we don't want to smell or see that

7 again. So, anyway, I wanted my concerns on record and

8 thank you for your time.

9 CHAIRMAN BRISKE: Thank you, sir.

10 Mary Harris.

11 (The witness was duly sworn).

12 MS. MARY HARRIS: Mary Harris, 5570 Shadow

13 Grove Boulevard. I agree with all the comments that

14 have been made, especially with items c. and f., not

15 compatible with the surrounding neighborhood. If

16 there are quads, attached housing, duplexes, that's

17 just going to lower our home value. And increase in

18 crime, that has been said over and over. Impact on

19 the natural environment, the flooding, the pollution.

20 The pollution is a big concern. What are these

21 people -- if there are houses there, what are they

22 going to be living on top of? That has been said and

23 I agree with it. We just had relatives with us for

24 23 days. They moved from Fort Worth. They're house

25 hunting, and they are appalled at the zoning in our

county. They looked in Santa Rosa as another alternative. Right now they're in an apartment because of the zoning issues. So I would like time, and I know you guys' position, you're just trying to go from commercial to residential. So we don't know if we want commercial or residential because we don't know what's being built there. If it's low income housing, project housing, no, we don't want that.

What I would like you to consider, all of you, is that our standard of living is as precious to us on the west side of town as it is on the northeast and northwest, wherever any of you guys live. We don't want low income housing. We don't know what they're planning. I don't know why this system is back-asswards. I'm sorry. Thank you for your attention.

CHAIRMAN BRISKE: Thank you. Charlene Dehart.

MS. CHARLENE DEHART: I choose not to speak.

CHAIRMAN BRISKE: Virginia Barrett.

21 (The witness was duly sworn).

22 MS. VIRGINIA BARRETT: My name is Virginia

23 Barrett, I live at 1712 Shadetree Circle. I agree

24 with all that has already been said. I also have the

25 same concerns that's already been said. I do want to

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1 note that my husband and I also -- my husband just

2 retired from the military, and we also bought in that

3 area because it was a quiet area and we like the way

4 it is back there. We don't want to see any more -- I

5 mean, I cannot stop progress, I understand that. When

6 I first read this I thought it was only going to be

7 32 homes, and I can live with that. But 82 homes?

8 Let's be serious, people. I mean, we don't know what

9 they're going to be building on here, and our concerns

10 are how they're going to put 82 homes on that area and

11 not bring the value of our homes down. We want to

12 stay in a nice, quiet area. We like it. It is crime

13 free and we'd like to keep it that way.

14 I was not aware of the poisoned area, I guess

15 they were saying, from the dump. I didn't know that.

16 We just purchased our home last year. I was not aware

17 of that. I'm aware of that now. So I would like to

18 say yes, I agree with those people, I don't want that

19 flooding down my street. Thank you.

20 CHAIRMAN BRISKE: Thank you. Steven Barrett.

21 (The witness was duly sworn).

22 MR. STEVEN BARRETT: Steven Barrett, 1712

23 Shadetree Circle. As I heard what others said, I

24 agree with everything they say. I had something to

25 say, but I'm not good at standing up in front of

1 people. I agree with what everybody else said.
2 Thank you.
3 CHAIRMAN BRISKE: Thank you. Janet Lynn
4 Weston, is it? I apologize if I got it wrong.
5 MS. WESTON: No. You said it right.
6 (The witness was duly sworn).
7 MS. JANET LYNN WESTON: I just want to go on
8 the record saying --
9 CHAIRMAN BRISKE: Name and address, please.
10 MS. WESTON: Oh, I'm sorry. Janet Lynn
11 Weston, 1708 Gnarly Oaks Circle. I would just like to
12 meet with the builders. I would love to have their
13 card. And also there's a super app that you-all can
14 use that's called Neighborhood Shadow Grove, and that
15 way we can communicate with each other and know when
16 these meetings are going to be, and maybe we can all

17 settle this and get those nicer, bigger houses in
18 there. That's all I have to say. Thank you very
19 much.
20 CHAIRMAN BRISKE: Thank you, and that's a
21 very good suggestion. That community should be
22 talking to each other for sure. John Peterson.
23 (Off-the-record comments).
24 CHAIRMAN BRISKE: I'm assuming Joan Peterson
25 also is for number 9? Okay. Evelyn Alvarez? Also on

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1 number 9. Okay. And Tony Salas also on number 9?
2 Okay. All right.
3 Okay. James Phillips.
4 (The witness was duly sworn).
5 MR. JAMES PHILLIPS: My name is James
6 Phillips, I live at 5528 Shadow Grove Boulevard. My

7 wife and I bought our house June of 2015. So I think

8 the rezoning from the industrial setting to a

9 residential is actually better. Property values and

10 everything will be decreased at a greater value if

11 there's a business or a company sets up shop there,

12 have more pollution from the dump, plus the added on

13 of an industrial setting. A few things I am concerned

14 with. Like 90 percent of the people in the room, we

15 bought the house because it was set back off the main

16 road, it was quieter, more of a family environment.

17 So I think the rezoning should take place, but I don't

18 think it should go to a medium residential. I think

19 it should go to -- what is it called -- the LDR, yes.

20 And that will keep the property values and it will

21 meet Criterion c., compatibility with the surrounding

22 area. So I really appreciate your time. I know you

23 guys take time off from work as well. Thank you.

24 CHAIRMAN BRISKE: Thank you. Is there anyone

25 who has not spoken at this point that wishes to speak

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1 on this matter? Okay. Come forward, restate your
2 name, and you still are under oath, please.
3 MS. CHARLENE DEHART: Charlene Dehart, and
4 it's 6276 Saufley Pines Road.
5 COURT REPORTER: You haven't been sworn in
6 yet, have you?
7 (The witness was duly sworn).
8 CHAIRMAN BRISKE: Tell me your name again.
9 I'm sorry.
10 MS. DEHART: Charlene Dehart, I live at
11 6276 Saufley Pines Road. I just have a question,
12 because I agree with a lot, but I think the low
13 density would be much better and I wanted to ask him
14 why he went for the medium, the MDR instead of the

15 LDR, if you didn't plan on building a gazillion homes.

16 CHAIRMAN BRISKE: Okay. I've noticed he's

17 been taking notes as all of you have spoken, so I'm

18 sure he's going to address a lot of these issues when

19 he comes up. But you are now on the record and so you

20 will be allowed to speak at future meetings. Okay.

21 Anyone else who hasn't spoken yet that wishes to?

22 Seeing none, then we will hereby close the public

23 comment portion of the meeting. And Mr. Fitzpatrick,

24 we'll ask you to come forward and certainly give any

25 other information that you'd like to give.

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1 MR. FITZPATRICK: Well, all I have to offer

2 is, you know, like everybody said, especially you guys

3 have explained, once we get through the process of the

4 rezoning and the Future Land Use change, we are tasked

5 with going through DRC. We can't go through DRC with

6 our plans until after we've gotten the rezoning done

7 or else we could fail at this stage and the owner

8 would have spent that will money on engineering and

9 design. So that's why we haven't designed anything

10 yet. We will be required to design the stormwater

11 system to meet the 100-year storm requirement. We

12 will be required to analyze the system that's offsite

13 for the stormwater to make sure that we don't

14 adversely impact that system, and if we do find it

15 would be adversely impacted we have to design a

16 solution to that so that we don't, and the developer

17 has to pay for that.

18 The other question somebody asked was when is

19 it going start. It will start next year. I'm not

20 sure when we get the Future Land Use change done and

21 the rezoning done, then we've got to start design

22 work. So that will take about six months to get done,

23 and my guess is probably fall of next year the

24 construction will start. That's just me saying that

25 and it might not happen, but I'm just saying it.

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1 Traffic was another issue. The fellow said,

2 well, we don't want to drive out into a dump. He's

3 right. Nobody wants to look at that dump every day.

4 But we do plan an exit on East Spence Road with the

5 current layout. And if traffic so chooses to go to

6 Saufley Field Road they can, if they choose to go to

7 Saufley Pines they can. That's the option of the

8 driver. And we'll analyze all that through the DRC

9 process. They have a traffic division that reviews

10 our analysis, and we're required to do things based on

11 what that analysis shows.

12 There's MDR right next door adjacent to us.

13 That's why we went to MDR.

14 CHAIRMAN BRISKE: Let's bring up that map,

15 please. I'll have to get you to put any comments in

16 the microphone.

17 MR. FITZPATRICK: There you go. In that

18 upper corner, the northeast corner that's cut out of

19 our piece, that's a trailer park, and I think that's a

20 trailer park just to the east in that MDR area. Also

21 there's MDR, and we can look on the map, there's MDR

22 all around us. And then you've got Saufley Field

23 right there and then you've got the dump. So you've

24 got a multitude of zonings all around us and MDR

25 seemed most practical to us. That's pretty much all

1 I have.

2 CHAIRMAN BRISKE: All right. Any questions

3 for the applicant?

4 I would ask that staff bring up the current

5 zoning and the proposed zoning side by side so that we

6 can compare what is currently allowed versus what

7 would be proposed. Okay. So right now under the

8 permitted uses, are all of those things there --

9 residential, retail, retail services -- so right now

10 mobile home parks are permitted at this point.

11 MEMBER TATE: It's also important to know

12 under Residential what can be done once that Future

13 Land Use is changed, but the applicant chooses to

14 leave it high density -- I mean Heavy Industrial/

15 Commercial. It has a lot more options in regard to

16 the things that the neighborhood doesn't want to see.

17 Is that correct? Am I correct in that statement?

18 DIRECTOR JONES: Yes, you are, Mr. Tate.

19 There are many -- what we would call in planning,

many

20 more adverse uses that would have more impact on the

21 area than is on there right now. Once that Future

22 Land Use category of "I" existing and that zoning of

23 ACLI -- scroll down a little more -- you see there are

24 many uses that are much more adverse that would

25 increase traffic, that would cause more of a

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1 stormwater impact in that particular ACLI zoning

2 category. So this would be a down-zoning. It would

3 be limited to only the MDR use if it is approved. As

4 you can see, look at all those uses. So I'm just

5 trying to say that -- I just want to educate the

6 neighborhood, the community, that there are many uses

7 that could be more adverse that you would have the

8 right to put on his property right now without this

9 much public notification. So that's something I want

10 to help educate the public on.

11 CHAIRMAN BRISKE: Let's go down to

12 conditional uses as well.

13 DIRECTOR JONES: As you can see, you can have

14 much more -- you can have more outdoor storage, which

15 we've seen in what I do, sometimes more outdoor

16 storage could generate more nuisances. So you could

17 have -- even when you go to the industrial sites,

18 those uses are allowed, asphalt, concrete. So those

19 are much more intense uses that could go there besides

20 what an MDR allows for. And I want to just be open,

21 so look at the usage. I'd be glad to talk to you more

22 about that. But it's a balancing act to see what

23 you -- this or that. So that's what you have to do up

24 there.

25 CHAIRMAN BRISKE: And just for clarification,

1 right now, without getting any zoning changes, these
2 permitted uses are allowed. They would still have to
3 go through the DRC process, which is the same process
4 that if they were to put a subdivision in would be
5 required, but they would not have to come for any
6 zoning changes. The Future Land Use that was already
7 submitted would not have to be done. They could just
8 come to you and say we want to put in, I don't know,
9 outdoor storage or whatever one of these items are.
10 MEMBER RUSHING: You could have a motocross
11 park.
12 CHAIRMAN BRISKE: Yes. A shooting range, any
13 of those things that are already permitted. So please
14 don't think that we're discounting your concerns, but
15 we're just saying you're actually limiting a lot

of

16 the so-called negative things by going down in zoning

17 from where you are now. If this doesn't get approved

18 the owner could say, well, I'm going to put in a

19 shooting range or a motocross park or whatever they

20 want to put in that's permitted, and they wouldn't

21 have to come through this process even. So it's not

22 to discount your comments, I don't want you to take it

23 that way, but it's just like Horace said, we have a

24 balance here that we have to say, you know, is it

25 really better when you talk about property values and

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1 things like that. Some of these things would have

2 much more of an impact. I'm not an appraiser, but I

3 would think they would have much more of a negative

4 impact than a housing subdivision. So it's just

5 something to think about.

6 DIRECTOR JONES: And, Mr. Briske, that

7 concern regarding traffic, regarding flooding, we

8 would look at all of that. If there are issues that

9 are going on right now, I think Mr. Briske said

10 before, you may want to contact your commission

11 office. Because there are concerns for -- that

12 flood -- let me put it this way -- that April flood

13 opened up the eyes to many challenges that Escambia

14 County has. That's why we went, and Mr. Fitzpatrick

15 was on the board with us, went to 100-year flood event

16 to accommodate stormwater. So traffic and accidents,

17 and we have Mr. Tommy Brown, we'll be looking at all

18 of those things, traffic as pertains to this subject.

19 Now, lighting and all of that as far as

20 traffic signals, that's beyond this section and this

21 board, but you may want to contact your commissioner

22 to see about those things. I think there were some

23 comments even related to the Saufley Field pit.

24 Those, if Mr. Stafford and the agent, if they want to

25 do some type of soil analysis for this particular site

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1 they want to build on, they may want to consider that.

2 I don't think they want to purchase the site with

3 contaminated soil then it come back on them, so they

4 may want to take a look at that and address something

5 that -- and we as the Site Plan Review Committee, we

6 can suggest that very strongly, to take a look at the

7 soil to see if there's any stuff that may have

8 an adverse impact on the surrounding community.

9 CHAIRMAN BRISKE: Anything else,

10 Mr. Fitzpatrick?

11 MR. FITZPATRICK: That's all I have.

12 CHAIRMAN BRISKE: Staff, anything else?

13 MS. CAIN: No.

14 CHAIRMAN BRISKE: Okay. Board members,

15 comments, discussion, or a motion?

16 MEMBER RUSHING: I have a question to staff.

17 Looking at where you placed the signs, some of the

18 people asked concerning the sign placement. You

19 placed the sign on Saufley Field Road, which of course

20 is the biggest road for that area. But after that

21 road there really is no residential traffic after that

22 property. Why was it not put on the southern piece or

23 on another parcel other than Saufley Field Road?

24 MS. CAIN: Because the parcel was addressed

25 on Saufley Field, and because I honestly didn't think

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1 about putting it on Saufley Pines Road. And I'm

glad

2 they brought that up, because that will be something

3 that our staff will think of the next time. But

4 because it was addressed on Saufley Field Road,

5 therefore, normally when we do a parcel we do it on

6 the address frontage. So that would be something that

7 we would take into advisement for the next case.

8 And actually when this comes again we will actually

9 put a sign on Saufley Pines.

10 CHAIRMAN BRISKE: Any other questions or

11 comments from board members?

12 MEMBER HOWARD: May I just ask one, sir, of

13 Mr. Fitzpatrick?

14 CHAIRMAN BRISKE: Yes.

15 MEMBER HOWARD: You'll have to pardon my

16 ignorance if you've already stated or addressed this

17 point. First of all, how advanced or mature are your

18 plans for development? And there's been some concern

19 about the possibility of 82 residential units or homes

20 being placed on this land. Can you address that?

21 MR. FITZPATRICK: What was the first

22 question?

23 MEMBER HOWARD: How advanced are your plans

24 as far as development?

25 MR. FITZPATRICK: Just a sketch of what we

150

1 can do on the site with the subdivision. That's all

2 we have. We've not done anything else. Somebody

3 mentioned that some land disturbance has taken place.

4 It's probably for clearing for the surveyor to

5 complete the topo. So that's information I do not

6 have.

7 MEMBER HOWARD: How about the feasibility of

8 possibility of the 82 homes?

9 MR. FITZPATRICK: Eighty-two homes would fit

10 on there nicely.

11 MEMBER HOWARD: The last question I have just

12 very quickly. Being that you represent the owner,

13 what's the future economic value or utility of this

14 land if we don't change how it's zoned?

15 MR. FITZPATRICK: If you leave it zoned

16 industrial, because it's zoned industrial and there's

17 very few industrial parcels in the county, I suppose

18 the land value would be very high considering what

19 it's zoned. But if it goes down zone to where we want

20 it, I suppose it would be a down in value as far as

21 the actual value of the real estate. I'm not an

22 appraiser, so I don't know for sure.

23 MEMBER HOWARD: At this time it's currently,

24 I guess, abandoned? There's just no activity on it at

25 the time?

151

1 MR. FITZPATRICK: It's an abandoned pit is
2 what it is. Well, about 25 percent of the property is
3 pit.
4 MEMBER HOWARD: And there's water
5 accumulation, things of that nature?
6 MR. FITZPATRICK: I haven't looked in the
7 pit, sir, I don't know.
8 MEMBER HOWARD: Thank you very much.
9 CHAIRMAN BRISKE: I would like to remind
10 everyone, and I know we've said this 100 times, but we
11 cannot consider what he's saying that he may want to
12 put there. We have to consider what can be put there.
13 Everything that can be put there in MDR is what we
14 have to consider. We cannot consider that he said
15 he's going to put a five-lot subdivision or an 82-lot
16 subdivision. We have to look at all of those things
17 on the left side of your screen and we have to
18 consider all of those. He may change his mind, he may
19 not put a subdivision in later. He may have to come

20 back for something else. That's what we have to

21 consider. So I just want to make that very clear.

22 That's why this has to come first before the project,

23 is because we're not just saying he can put in a

24 single-family subdivision. Everything in that

25 permitted use, and then if it goes through a

152

1 conditional use could also be put on there if it gets

2 approved. So those are what we have to consider, not

3 just -- I mean, he said that's what he wants to do,

4 but you have to remember, we cannot consider that.

5 That's not part of this process.

6 So that's a very important key to this whole

7 case, is that anything that's on that left side we

8 have to consider. And if he left here today, if it

9 got approved and it got approved through the

10 commissioners, he could do anything on that left side

11 as long as he goes through the Development Review

12 Process and meets those standards. Just like right

13 now on the right side of this page, he could do any of

14 those items right now as long as he goes through the

15 Development Review Process. He wouldn't even have to

16 come through this hearing. Okay? So I just want you

17 to understand that it's much broader than just a

18 subdivision or how many lots are going in there. It's

19 any of this stuff that could go on there.

20 DIRECTOR JONES: And, Mr. Briske, I think one

21 other person made a statement about they had someone

22 living with them and they were concerned over the

23 zoning of Escambia County. Escambia County -- it was

24 prior to me, thanks be to God -- it wasn't done as

25 appropriate as it should have been. But when we had

1 the new Land Development Code, we couldn't down-zone
2 no one. So we still have like this ACLI right in the
3 middle of Saufley Field, all the subdivisions going on
4 right there. So just to try to help educate, in that
5 ACLI you can have a bar there, you can have a
6 nightclub there. These are just uses that we --
7 CHAIRMAN BRISKE: Liquor store.
8 DIRECTOR JONES: Liquor store, restaurant.
9 You can have outdoor storage with cars that are
10 unrepaired. So we're trying to work those uses out
11 by -- we're glad when they come in and ask for
12 down-zoning. That could make it -- sort of put things
13 back in the box, for me -- I didn't do it back then,
14 they did -- to help sort of clean it up and make it
15 more uniform with the existing surrounding uses. So
16 we as a county, we can't out there where I'm

going to

17 down-zone his property, we can't do that, to make it

18 compatible with that area. We don't have the right.

19 That's against the Constitution of the United States

20 of America. But we do understand your concerns. And

21 hopefully, the developer, if he gets approved, could

22 be a good neighbor. Talk to the community if it is

23 approved by the BCC so he can address some of your

24 concerns going forward, if it is approved.

25 MEMBER PYLE: And in defense of the

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1 applicant, he's not about to pay somebody for plans

2 that may never, ever happen. So that's why I don't

3 believe there is a nefarious desire to hold back what

4 could be there. It's simply that you would be foolish

5 to pay somebody to make plans and/or any type of

6 sketch of something that may or may not occur after

7 this meeting. So I would assume, depending on the

8 results of this meeting, you will find out shortly

9 thereafter. I would think it would behoove the owner

10 to keep the line of communication open because

11 certainly he wants to be a good neighbor. It makes

12 life a lot easier on him during the process.

13 CHAIRMAN BRISKE: Any other comments?

14 MEMBER RUSHING: One more question. If the

15 amendment does not get approved, how does that affect

16 our position today and our goal today?

17 MS. CAIN: If the Future Land Use Amendment

18 does not get approved then this will not go forward to

19 the Board of County Commissioners.

20 MEMBER TATE: And this zoning can't exist in

21 that Future Land Use -- no, let me rephrase that --

22 the requested zoning can't exist. So then he retains

23 all of his right as an HC/LI type.

24 DIRECTOR JONES: And in the Industrial
25 category that they have right now, all of those uses

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1 are open to him.
2 CHAIRMAN BRISKE: Okay. Anything else? The
3 Chair will entertain a motion on case Z-2016-08.
4 MEMBER TATE: Mr. Chair, I move that this
5 board recommend approval to the Board of County
6 Commissioners and accept the staff's finding of fact
7 for Case Z-2016-07.
8 (Motion seconded).
9 MS. CAIN: Pending the FLU Amendment?
10 MEMBER TATE: Pending the FLU Amendment as
11 stated in the staff finding of fact.
12 CHAIRMAN BRISKE: There's a motion and a
13 second at this time. Any further discussion? All

those in favor say "aye." Opposed?

(Motion carried unanimously).

CHAIRMAN BRISKE: Motion carries unanimously.

Recommendation for approval to the Board of County

Commissioners. And when will this one go to the

County Commission?

MS. CAIN: We are not really sure when this

will go. It depends on when the FLU Amendment comes

back for a recommendation.

CHAIRMAN BRISKE: But members of the public

can go to the meeting on Thursday at 5:45 for the FLU

Amendment.

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MS. CAIN: For the FLU Amendment to be

transmitted, yes.

CHAIRMAN BRISKE: All right. We're

Planning Board-Rezoning **7. b.**

Meeting Date: 10/04/2016
CASE : Z-2016-08
APPLICANT: David Fitzpatrick, Agent for Todd Stafford, Owner
ADDRESS: 5700 Blk Saufley Field Rd
PROPERTY REF. NO.: 02-2S-31-3000-002-002
FUTURE LAND USE: I, Industrial
DISTRICT: 1
OVERLAY DISTRICT: N/A
BCC MEETING DATE:

SUBMISSION DATA:
REQUESTED REZONING:

FROM: HC/LI, Heavy Commercial and Light Industrial district (25 du/acre). Lodging unit density is not limited by zoning.

TO: MDR, Medium Density Residential district. (10 du/acre)
RELEVANT AUTHORITY:

(1) Escambia County Comprehensive Plan
(2) Escambia County Land Development Code
(3) Board of County Commissioners of Brevard County v. Snyder, 627 So. 2d 469 (Fla. 1993)
(4) Resolution 96-34 (Quasi-judicial Proceedings)
(5) Resolution 96-13 (Ex-parte Communications)

APPROVAL CONDITIONS

Criterion a., LDC Sec. 2-7.2(b)(4)
<u>Consistent with Comprehensive Plan</u>
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 provisions

Comp Plan Policy (CPP) FLU 1.3.1 Future Land Use Categories.

The Industrial (I) Future Land Use (FLU) category is intended for a mix of industrial development and ancillary office and commercial uses that are deemed to be compatible with adjacent or nearby properties. Industrial areas shall facilitate continued industrial operations within the County and provide jobs and employment security for present and future residents. Range of allowable uses include: Light to Intensive Industrial, Ancillary Retail and Office, No new residential development is allowed.

The Mixed-Use Suburban (MU-S) Future Land Use (FLU) category is intended for a mix of residential and nonresidential uses while promoting compatible infill development and the separation of urban and suburban land uses. Range of allowable uses include: Residential, Retail and Services, Professional Office, Recreational Facilities, Public and Civic. The maximum residential density is twenty five dwelling units per acre.

FINDINGS

The proposed amendment to MDR **is not consistent** with the current Industrial (I) Future Land Use (FLU)category as stated in CPP FLU 1.3.1. The current FLU, I, is intended for industrial developments to be compatible to surrounding properties and does not allow for residential uses. The applicant is currently requesting a FLUM amendment from I to MU-S and if the FLUM amendment is approved, the requested zoning of MDR will be compatible with the MU-S designation.

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. 3-2.7 Medium Density Residential district (MDR)

(a) Purpose. The Medium Density Residential district establishes appropriate areas and land use regulations for residential uses at medium densities within suburban or urban areas. The primary intent of the district is to provide for residential neighborhood development in an efficient urban pattern of well-connected streets and at greater dwelling unit density than the Low Density Residential district. Residential uses within the MDR district are limited to single-family and two-family dwellings. The district allows non-residential uses that are compatible with suburban and urban residential neighborhoods.

(b) Permitted uses. Permitted uses within the MDR district are limited to the following:

(1) Residential.

(a)Manufactured (mobile) homes only within manufactured home parks or subdivisions. No new or expanded manufactured home parks, and new or expanded manufactured home subdivisions only on land zoned V-4 prior to adoption of MDR zoning.
(b)Single-family dwellings (other than manufactured homes), detached and only one per lot, excluding accessory dwellings. Accessory dwellings only on lots one acre or larger. Attached single-family dwellings and zero lot line subdivisions only on land zoned R-3 or V-4 prior to adoption of MDR zoning.
(c)Two-family dwellings only on land zoned R-3 or V-4 prior to adoption of MDR zoning, and multi-family dwellings up to four units per dwelling (quadruplex) only on land zoned V-4 prior to MDR zoning.
See also conditional uses in this district.
(2) Retail sales. No retail sales.
(3) Retail services. No retail services. See conditional uses in this district.
(4) Public and civic. Public utility structures, excluding telecommunications towers. See also conditional uses in this district.
(5) Recreation and entertainment.
a. Marinas, private.
b. Parks without permanent restrooms or outdoor event lighting.See also conditional uses in this district.
(6) Industrial and related. No industrial or related uses.
(7) Agricultural and related. Agricultural production limited to food primarily for personal consumption by the producer, but no farm animals. See also conditional uses in this district.

FINDINGS

The proposed amendment **is consistent** with the intent and purpose of the LDC. As per LDC 3-2.7, MDR allows residential uses, no retail sales or services no industrial uses, and would not be in conflict with any portion of the code.

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 LDR, MDR, Pub, HC/LI. The proposed amendment would be consistent with the surrounding uses and coexist without producing negative impacts on the neighboring properties. Rezoning the parcel to MDR would allow residential development which would be compatible to the single family homes that exist in the area instead of industrial type businesses which may cause more noise, dust and overall nuisance to the adjoining neighbors. Density and intensity would be decreased in the area through the rezoning from HC/LI to MDR.

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

The applicant is currently requesting a FLUM Amendment from Industrial to Mixed-Use Suburban. This rezoning is contingent upon the FLUM approval. The area has not changed although the rezoning is a decrease in density and intensity.

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

Rezoning to MDR **would result** in a logical and orderly development pattern. The area to the east and south of the subject parcel are currently single family residential subdivisions.

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

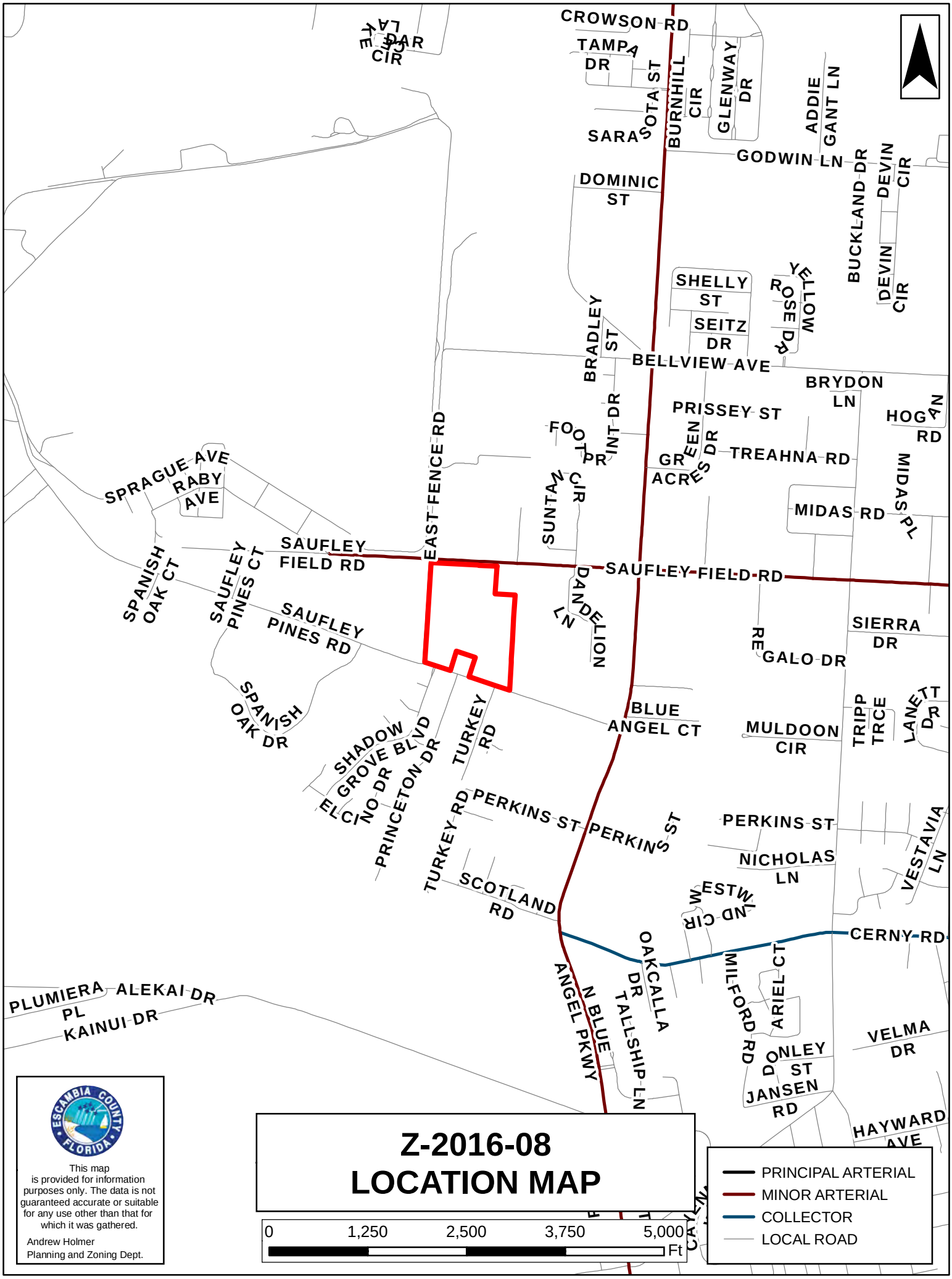
The proposed rezoning **would not** increase the probability of any significant adverse impacts on the natural environment.

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.

Attachments

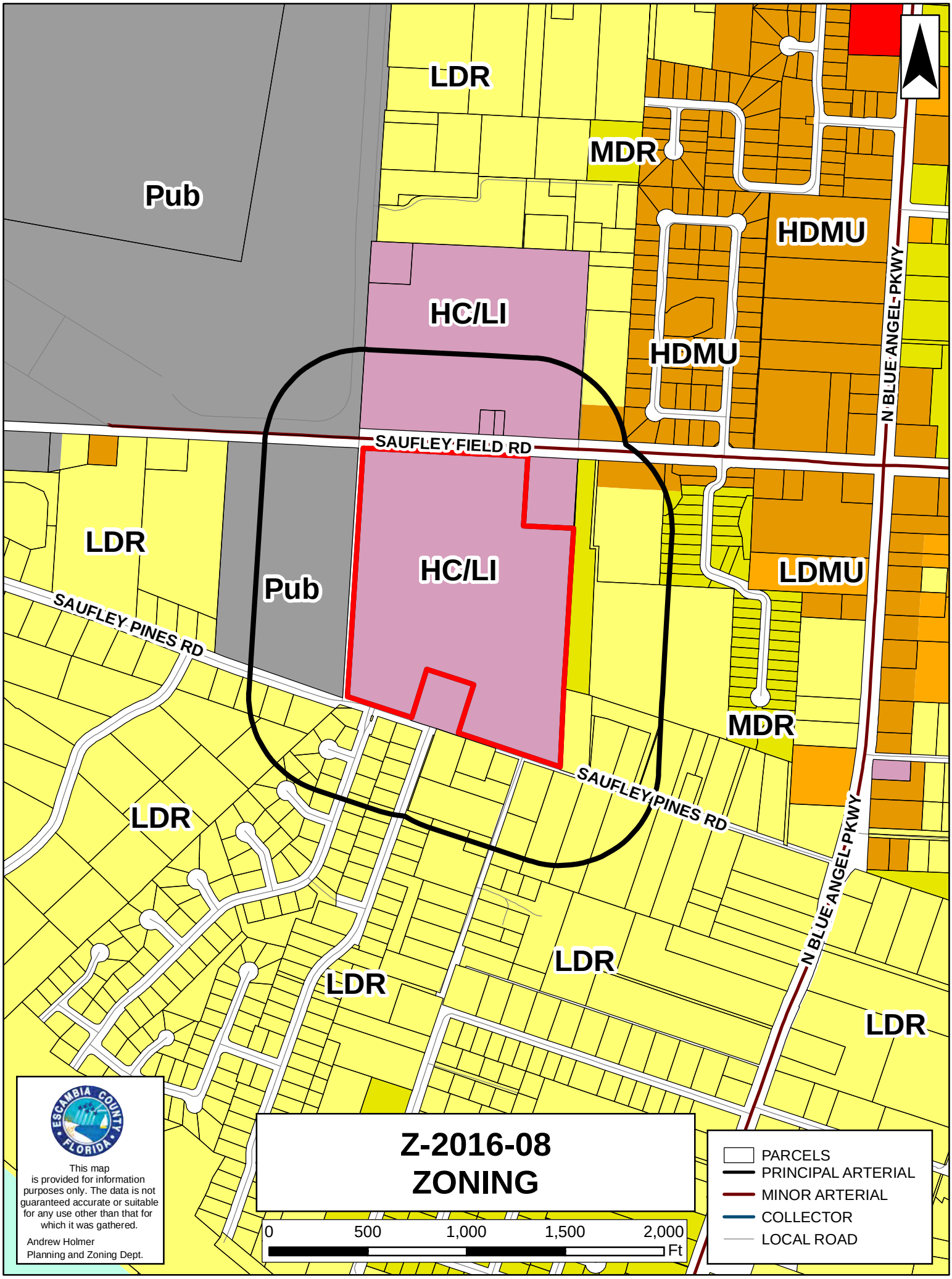
Working Case File Z-2016-08



Z-2016-08
LOCATION MAP

This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.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ESCAMBIA COUNTY FLORIDA
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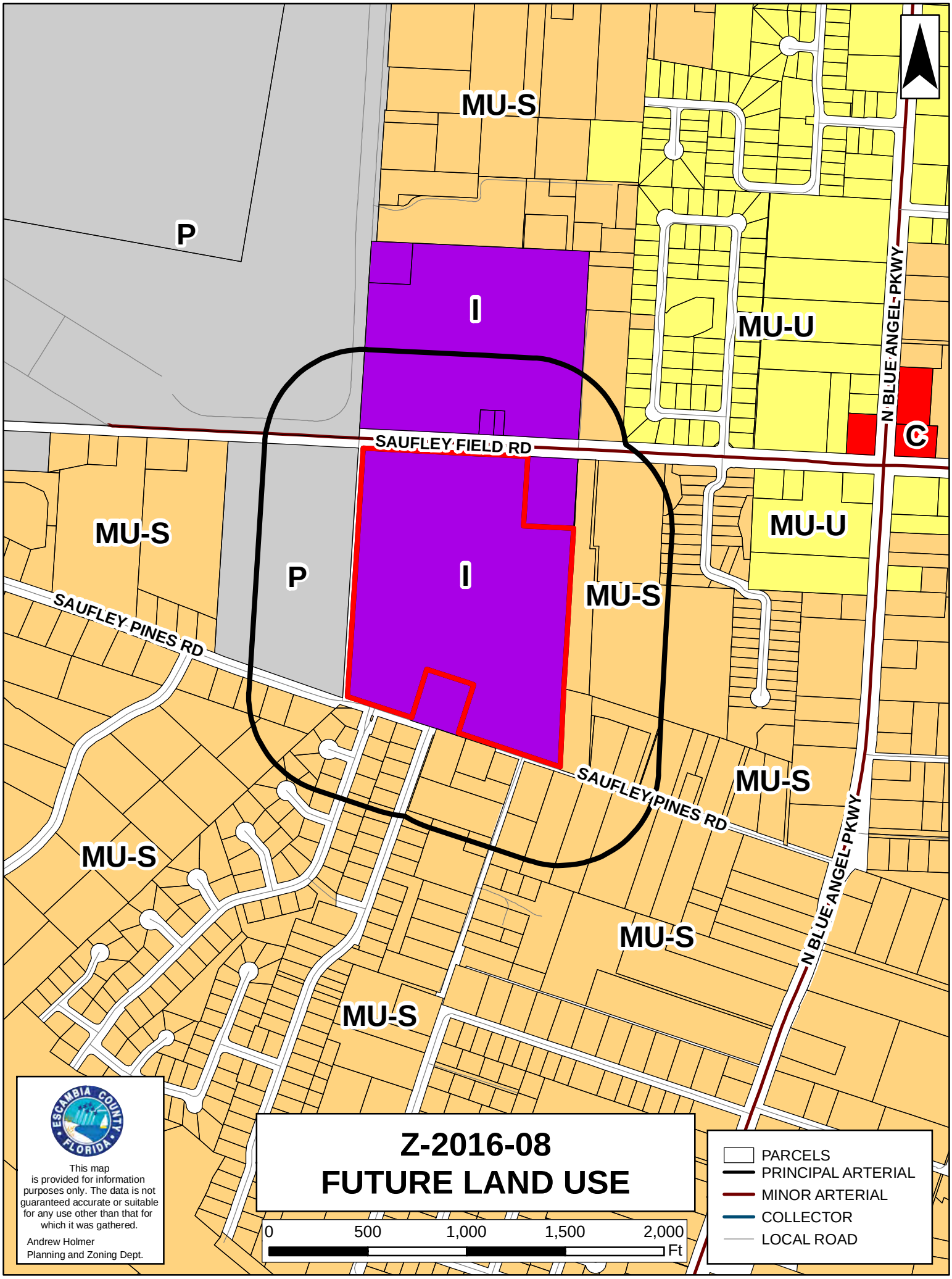
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Andrew Holmer
Planning and Zoning Dept.
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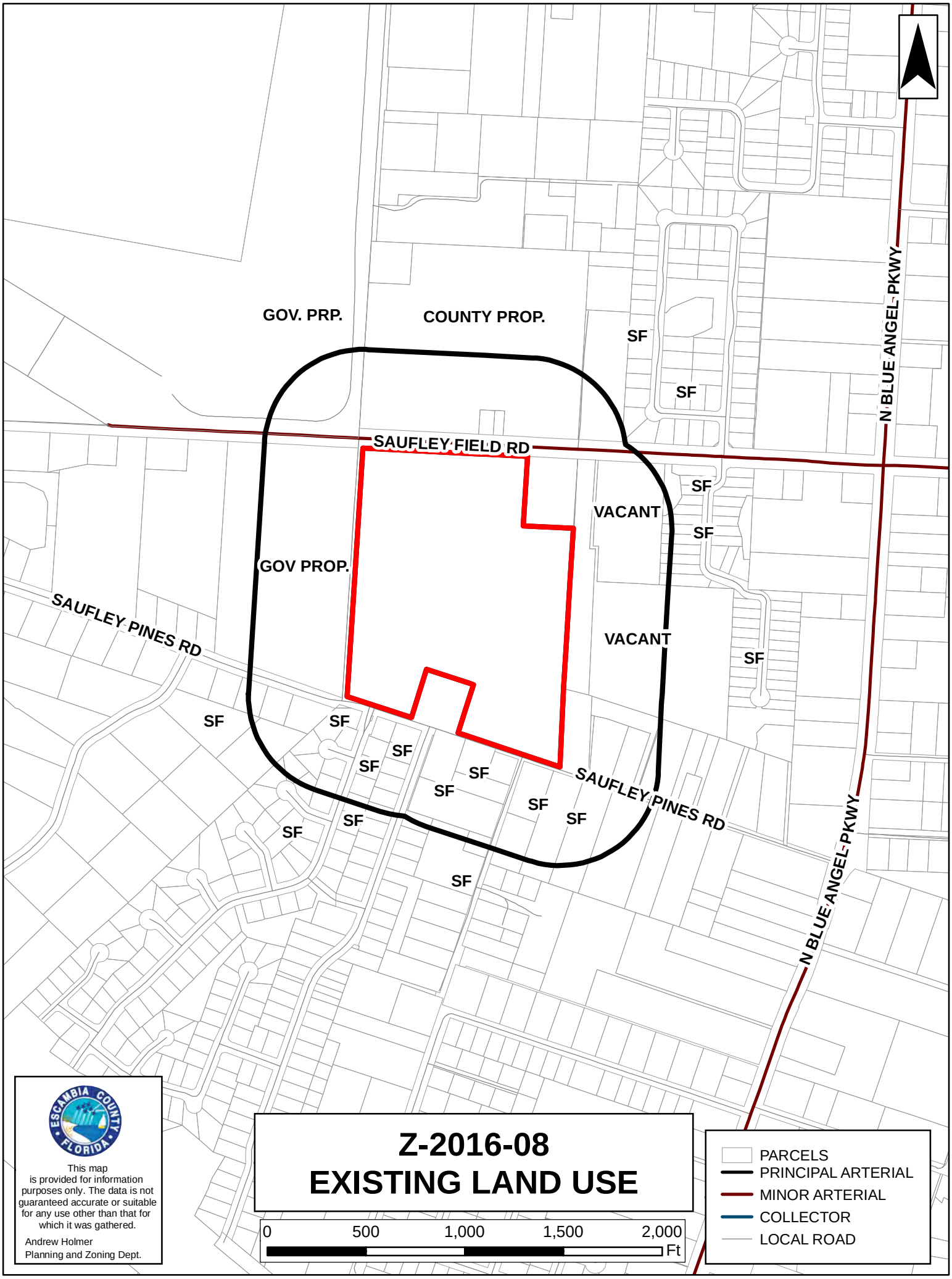
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ESCAMBIA COUNTY FLORIDA
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Planning and Zoning Dept.
Z-2016-08
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ESCAMBIA COUNTY FLORIDA
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Andrew Holmer
Planning and Zoning Dept.
Z-2016-08
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COLLECTOR
LOCAL ROAD

Public Hearing Sign

Subject Parcel from East Fence Road

Subject property from
Saufley Field Road

Looking north from subject property

Looking east along Saufley Field Rd

Looking west along Saufley Field Rd

Looking northwest across Saufley Field Road from Subject property

Looking south along East Fence Rd from the corner of Saufley Field Road

At the corner of East Fence Rd
and Saufley Pines Rd

PRZ 160800008

Last Updated: 1/14/16

Escambia County Planning and Zoning
Development Services Department
3363 West Park Place
Pensacola, FL 32505
Phone: (850) 595-3475 • Fax: (850) 595-3481
http://myescambia.com/business/ds

Rezoning Application

FOR OFFICE USE ONLY - Case Number: Z-2016-08 Accepted by: J Cain PB Meeting: 10/4/16

1. **Contact Information:**

   A. **Property Owner/Applicant:** Todd Stafford

   Mailing Address: 357 Grand Oaks Blvd., Pensacola, Florida, 32533

   Business Phone: 572-3005 Cell: 572-3005

   Email: tstafford@heatonbrothersconstruction.com

   B. **Authorized Agent (if applicable):** _____

   Mailing Address: _____

   Business Phone: _____ Cell: _____

   Email: _____

   ***Note:** Owner must complete the attached Agent Affidavit. If there is more than one owner, each owner must complete an Agent Affidavit. Application will be voided if changes to this application are found.*

2. **Property Information:**

   A. Existing Street Address: 5700 Block Saufley Field Road

   Parcel ID (s): 02-2S-31-3000-002-002

   B. Total acreage of the subject property: 32 acres

   C. Existing Zoning: HCLI

   Proposed Zoning: MDR

   FLU Category: I

   D. Is the subject property developed (if yes, explain): overall not developed. there is an abandoned pit on about 25% of the parcel

   E. Sanitary Sewer: X Septic: _____

3. **Amendment Request**

A. Please provide a general description of the proposed zoning request, explaining why it is necessary and/or appropriate.

The owner wishes to construct a single family subdivision on the parcel. Current zoning does not allow residential construction. Current zoning is not compatible with the the area. Proposed zoning is adjacent to the subject parcel.

B. **Rezoning Approval Conditions – Please address *ALL* the following approval conditions for your rezoning request. (use supplement sheets as needed)**

1. **Consistent with Comprehensive Plan.** The proposed rezoning is consistent with the goals, objectives, and policies of the Comprehensive Plan and not in conflict with any of its provisions.

The requested zoning change is consistant with the comp plan in that it will duplicate neighboring designations and remove the designation HCLI from this residential area. The change will facilitate an infill development where infrastructure is sufficient to meet demands. This change will facilitate the improvement of this existing residential neighborhood and remove the possibility of the development of an intense commercial use on the subject parcel should the existing zoning designation remain.

2. **Consistent with LDC.** The proposed rezoning is consistent with the stated purposes and intent of the LDC and not in conflict with any of its provisions.

Similar to the above first item. The proposed change will allow better consistency with the LDC than the existing zoning designation. The LDC establishes a means to protect public health, safety and general welfare, private property rights, the natural environment, and economic vitality of the county. The change to MDR from HCLI in this existing residential neighborhood allows for those means to be met.

3. **Compatibility.** All land uses, development activities, and conditions allowed by the proposed zoning are compatible with the surrounding conforming uses, activities and conditions and are able to coexist in relative proximity to them in a stable fashion over time such that no use, activity, or condition negatively impacts another. The appropriateness of the rezoning is not limited to any specific use that may be proposed but is evident for all permitted uses of the requested zoning. This condition shall not apply to any conditional uses of the proposed district or compatibility with nonconforming or unapproved uses, activities, or conditions.
The subject parcel is a relatively vacant parcel that is neighbored by residential uses. The proposed zoning designation of MDR is a residential category. The subject parcel is bordered on three sides by paved streets. The neighboring parcels that are not roads have residential zoning designations and/ or are residentially used. Therefore this request is compatible with surrounding land uses and zoning designations.

4. **Changed conditions.** The area to which the proposed rezoning would apply has changed, or is changing, to such a degree that it is in the public interest to encourage new uses, density, or intensity in the area through rezoning.
The area has experienced changed conditions in that the near by Saufley Field Navy Base has eliminated their flight training school and lifted the air traffic protection overlay areas. It is in the public interest to allow this area to now be developed residentially.

5. **Development patterns.** The proposed rezoning would contribute to or result in a logical and orderly development pattern.
The proposed rezoning would contribute to logical and orderly development in that it is infill development with ample public infrastructure in place.

6. **Effect on natural environment.** The proposed rezoning would not increase the probability of any significant adverse impacts on the natural environment.
Rezoning this parcel will remove the possibility of significant adverse impacts on the natural environment. There is a greater possibility significant adverse impacts on the natural environment with the current zoning.

4. Please complete the following Forms: Concurrency Determination Acknowledgement and Affidavit of Owner/Limited Power of Attorney (if applicable).

CONCURRENCY DETERMINATION ACKNOWLEDGMENT

Property Reference Number(s): 02-2S-3000-002-002

Property Address: 5700 Block Saufley Field Road

I/We acknowledge and agree that no future development for which concurrency of required facilities and services must be certified shall be approved for the subject parcel(s) without the issuance of a certificate of concurrency for the development based on the actual densities and intensities proposed in the future development's permit application.

I/We also acknowledge and agree that approval of a zoning district amendment (rezoning) or Future Land Use Map amendment does not certify, vest, or otherwise guarantee that concurrency of required facilities and services is, or will be, available for any future development of the subject parcels.

I/We further acknowledge and agree that no development for which concurrency must be certified shall be approved unless at least one of the following minimum conditions of the Comprehensive Plan will be met for each facility and service of the County's concurrency management system prior to development approval:

a. The necessary facilities or services are in place at the time a development permit is issued.

b. A development permit is issued subject to the condition that the necessary facilities and services will be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.

c. For parks and recreation facilities and roads, the necessary facilities are under construction at the time the development permit is issued.

d. For parks and recreation facilities, the necessary facilities are the subject of a binding executed contract for the construction of the facilities at the time the development permit is issued and the agreement requires that facility construction must commence within one year of the issuance of the development permit.

e. The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.3220, F.S., or as amended, or an agreement or development order issued pursuant to Chapter 380, F.S., or as amended. For wastewater, solid waste, potable water, and stormwater facilities, any such agreement will guarantee the necessary facilities and services to be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.

f. For roads, the necessary facilities needed to serve the development are included in the first three years of the applicable Five-Year Florida Department of Transportation (FDOT) Work Program or are in place or under actual construction no more than three years after the issuance of a County development order or permit.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 29th DAY OF August, YEAR OF 2016.

	Todd Stafford	
Signature of Property Owner	Printed Name of Property Owner	Date
Signature of Property Owner	Printed Name of Property Owner	Date

Last Updated: 1/14/16

AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

(if applicable)

As owner of the property located at 5700 Block Saufley Field Road, Florida, property reference number(s) 02-2S-3000-002-002 I hereby designate David Fitzpatrick for the sole purpose of completing this application and making a presentation to the Planning Board and the Board of County Commissioners to request a rezoning on the above referenced property. This Limited Power of Attorney is granted on this 29th day of August the year of, 2016, and is effective until the Board of County Commissioners or the Board of Adjustment has rendered a decision on this request and any appeal period has expired. The owner reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice to the Development Services Bureau.

Agent Name: David Fitzpatrick Email: david@fitzeng.com

Address: 10250 North Palafox Street Phone: 850-476-8677

	Todd Stafford	8-29-16
Signature of Property Owner	Printed Name of Property Owner	Date
Signature of Property Owner	Printed Name of Property Owner	Date

STATE OF Florida COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 30th day of August 2016, by Todd Stafford.

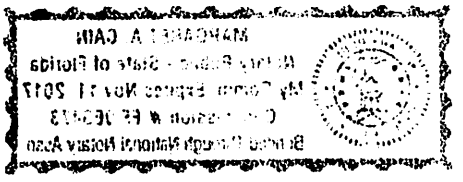
Personally Known ☐ OR Produced Identification☐. Type of Identification Produced: _____

Margaret A Cain
Signature of Notary

Margaret A Cain
Printed Name of Notary

MARGARET A. CAIN
Notary Public - State of Florida
My Comm. Expires Nov 11, 2017
Commission # FF 069473
Bonded Through National Notary Assn.

(Notary Seal)



5. Submittal Requirements

A. X Completed application: All applicable areas of the application shall be filled in and submitted to the Planning and Zoning Department, 3363 West Park Place, Pensacola, FL 32505.

B. _____ Application Fees: To view fees visit the website: http://myescambia.com/business/ds/planning-board or contact us at 595-3547

Note: Fees include all notices and advertisements required for the public hearing and a $5 technical fee. Payments must be submitted prior to 3 pm of the closing date of acceptance of application. Please make checks payable to Escambia County. MasterCard and Visa are also accepted.

C. _____ Legal Proof of Ownership (ex: copy of Tax Notice or Warranty Deed) **AND** a Certified Boundary Survey (Include Corporation/LLC documentation if applicable.)

D. N/A Compatibility Analysis (if applicable): If the subject property does not meet the roadway requirements of Locational Criteria, a compatibility analysis prepared by the applicant is required to provide substantial evidence of unique circumstances regarding the parcel or use that were not anticipated by the alternative criteria. (See "Documented Compatibility" within the request zoning district of the LDC.)

E. _____ Signed and Notarized Affidavit of Owner/Limited Power of Attorney AND Concurrency Determination Acknowledgement (pages 4 and 5).

By my signature, I hereby certify that:

1) I am duly qualified as owner(s) or authorized agent to make such application, this application is of my own choosing, and staff has explained all procedures relating to this request; and
2) All information given is accurate to the best of my knowledge and belief, and I understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application; and
3) I understand that there are no guarantees as to the outcome of this request, and that the application fee is non-refundable; and
4) I authorize County staff to enter upon the property referenced herein at any reasonable time for purposes of site inspection and authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County staff; and
5) I am aware that Public Hearing notices (legal ad and/or postcards) for the request shall be provided by the Development Services Bureau.

[signature]	Todd Stafford	8-29-16
Signature of Owner/Agent	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 30th day of August 2016, by Todd Stafford.

Personally Known □ OR Produced Identification□. Type of Identification Produced:_____

Margaret A Cain	Margaret A Cain	(Notary seal)
Signature of Notary	Printed Name of Notary	

MARGARET A. CAIN
Notary Public - State of Florida
My Comm. Expires Nov 11, 2017
Commission # FF 069473
Bonded Through National Notary Assn.

MARGARET A. CAIN
Notary Public - State of Florida
My Comm. Expires Nov 11, 2011
Commission # FF 069473
Bonded through National Notary Assn.

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "***Agreement***"), dated as of May 18, 2016 (the "***Effective Date***"), is entered into between **PREFERRED MATERIALS, INC.**, a Georgia corporation, successor in interest to Oldcastle Southern Group, Inc., successor in interest to APAC-Southeast, Inc. ("***Seller***") having an address of c/o Oldcastle, Inc., 900 Ashwood Parkway, Suite 600, Atlanta, Georgia 30338 and **Stafford Development Group Inc.**, a Florida corporation ("***Buyer***") having an address of 357 Grande Oaks Blvd, Cantonment, Florida 32533.

RECITALS

WHEREAS, Seller is the owner of the land located at 5700 Saufley Field Road, Pensacola, Escambia County, Florida, which is more particularly described in Exhibit A attached to this Agreement and made a part hereof (the "***Land***"), the buildings and improvements, if any, located thereon (the "***Improvements***"; together with the Land hereinafter sometimes collectively referred to as the "***Property***"); and

WHEREAS, subject to the terms and conditions hereof, Seller desires to sell to Buyer the Property and Buyer desires to purchase the Property from Seller.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I
ACCESS AND INSPECTION; EXAMINATION BY BUYER

Section 1.01 **Buyer Access to Property**. Between the date of this Agreement and the Closing, Buyer and Buyer's agents, employees, contractors, representatives and other designees (hereinafter collectively called "***Buyer's Designees***") shall have the right to enter the Property for the purposes of inspecting the Property, conducting soil tests, conducting surveys, mechanical and structural engineering studies, and conducting any other investigations, examinations, tests and inspections as Buyer may reasonably require to assess the condition of the Property; *provided however;* that

(a) any activities by or on behalf of Buyer, including, without limitation, the entry by Buyer or Buyer's Designees onto the Property, or the other activities of Buyer or Buyer's Designees with respect to the Property (hereinafter called "***Buyer's Activities***") shall not damage the Property in any manner whatsoever;

(b) in the event the Property is damaged in any manner in connection with any Buyer's Activities, Buyer shall immediately return the Property to the condition existing prior to Buyer's Activities; and

(c) Buyer shall indemnify, defend and hold Seller harmless from and against any and all claims, liabilities, damages, losses, costs and expenses of any kind or nature whatsoever (including, without limitation, attorneys' fees and expenses and court costs) suffered, incurred or sustained by Seller as a result of, by reason of, or in connection with any Buyer's Activities. Notwithstanding any provision of this Agreement to the contrary, Buyer shall not have the right to undertake any environmental studies or testing beyond the scope of a standard "Phase I" evaluation without coordinating the evaluation with Seller.

Section 1.02 **Due Diligence Date**. Buyer shall have until the date that is forty-five (45) days after the Effective Date (herein called the "***Due Diligence Date***"), to perform such investigations, examinations, tests and inspections as Buyer shall deem necessary or desirable to determine whether the Property is suitable and satisfactory to Buyer. In the event Buyer shall determine that the Property is not suitable and satisfactory to Buyer, Buyer shall have the right to terminate this Agreement by giving written notice to Seller on or before the Due Diligence Date ("***Termination Notice***"). In the event Buyer delivers the Termination Notice to Seller, all rights and obligations of the parties under this Agreement shall terminate (except those indemnity and insurance obligations set forth in this Article), and Buyer's Deposit shall be forthwith returned to Buyer. If Buyer does not deliver, or fails to timely deliver the Termination Notice in accordance with this **Section 1.02**, Buyer shall have no further right to terminate this Agreement pursuant to this **Section 1.02**.

Section 1.03 **Liability Insurance**. Prior to any entry by Buyer or any of Buyer's Designees onto the Property, Buyer shall:

(a) if Buyer does not then have such a policy in force, procure a policy of commercial general liability insurance, issued by an insurer reasonably satisfactory to Seller, covering all Buyer's Activities, with a single limit of liability (per occurrence and aggregate) of not less than **$2,000,000.00**; and

(b) deliver to Seller a Certificate of Insurance, evidencing that such insurance is in force and effect, and evidencing that Seller has been named as an additional insured thereunder with respect to any Buyer's Activities (such Certificate of Insurance shall be delivered to Seller, at the address for notices set forth below Seller's execution of this Agreement). Such insurance shall be written on an "occurrence" basis, and shall be maintained in force until the earlier of:

(i) the termination of this Agreement and the conclusion of all Buyer's Activities, or;

(ii) Closing.

(c) Such insurance shall waive all rights of subrogation against the Seller, or Seller's officers, directors, employees, representatives and affiliates.

ARTICLE II
CONVEYANCE OF THE PROPERTY

Section 2.01 **Subject of Conveyance.** Subject to the terms and conditions of this Agreement, Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the Property, including without limitation, all of Seller's right, title and interest in:

(a) all rights appurtenant to the Land, if any, including without limitation, any strips and gores abutting the Land, and any land lying in the bed of any street, road or avenue in front of, or adjoining the Land, to the center line thereof;

(b) all (if any) easements, access easements, rights of way, privileges, licenses, appurtenances and other rights and benefits belonging to the owner of, running with, or in any way related to the Land;

(c) to the extent transferable or assumable, all permits, approvals, variances, authorizations, licenses, registrations and consents issued, granted, given or otherwise made available by or under the authority of any federal, state or local governmental body or under any federal, state or local law, or ordinance, regulation or rule together with all obligations, including but not limited to reclamation and financial security provisions thereunder as may be required (all of which are herein collectively referred to as the "Permits"); and

(d) the fixtures, building equipment and personal property owned by Seller and used in connection with the Improvements or the Land.

Section 2.02 **"As-Is", "Where Is" Conveyance.**

(a) Subject to this Agreement, Buyer acknowledges that Buyer has made (or will make during the due diligence period) thorough inspections and investigations of the Property and Buyer agrees to take title to the Property "AS-IS" and in the condition existing as of the date of this Agreement, subject to reasonable use, ordinary wear and tear and without any reduction in or abatement of the Purchase Price.

(b) Neither party to this Agreement is relying on any statement or representation not expressly stated in this Agreement. Buyer specifically confirms and acknowledges that in entering into this Agreement, Buyer has not been induced by, and has not relied upon, whether express or implied, warranties, guaranties, promises, statements, inducements, representations or information pertaining to the Property or its uses, the physical condition, environmental condition, state of title, income, expenses or operation of the Property, or any other matter or thing with respect thereto, written or unwritten, whether made by Seller or any agent, employee or other representative of Seller, or any broker or any other person representing (or purporting to represent) Seller, which are not expressly set forth in this Agreement. Seller shall not be liable for or

bound by any written or unwritten statements, representations, warranties, brokers' statements or other information pertaining to the Property furnished by Seller, any broker, any agent, employee or other actual (or purported) representative of Seller, or any person, unless and only to the extent the same are expressly set forth in this Agreement.

ARTICLE III
PURCHASE PRICE

Section 3.01 **Purchase Price and Deposit.** The purchase price to be paid by Buyer to Seller for the Property is TWO HUNDRED EIGHTY-FIVE AND NO/100 DOLLARS ($285,000.00) (the "***Purchase Price***"). The Purchase Price shall be payable as follows:

(a) the amount of FIFTEEN THOUSAND AND NO/100 DOLLARS ($15,000.00) (the "***Deposit***") is due and payable upon the execution and delivery of this Agreement. The Deposit shall be applicable to the Purchase Price at Closing, but shall be non-refundable to Buyer except in the case of a default by Seller; and

(b) the balance of the Purchase Price is due and payable on the Closing Date, subject to any credits or apportionments as provided for under this Agreement.

Section 3.02 **Payments.** The Deposit may be paid by Buyer's certified check or official bank check, subject to collection, and it shall be made payable to First American Title Insurance Company, 50 South Main Street, Suite 709, Akron, Ohio 44308, Attention: Michael Schoenewald, as escrow agent ("***Escrow Agent***") or by wire transfer to Escrow Agent. The Escrow Agent agrees to hold the Deposit in escrow pursuant to the terms of this Agreement. The balance of the Purchase Price shall be paid, at Seller's election, either by certified or official bank checks or by one or more wire transfers of immediately available federal funds to an account, or accounts, designated in writing by Seller no later than one (1) day prior to the Closing Date.

ARTICLE IV
CLOSING

Section 4.01 **Closing Date**. Unless previously terminated pursuant to an express written ability of a party to do so as provided herein, closing of the transaction contemplated by this Agreement (the "***Closing***") shall take place on that date which is thirty (30) days after the Due Diligence Date, or on such later date and time as may be mutually agreed by and among the Buyer and the Seller (the "***Closing Date***") at the offices of Buyer's counsel, McDonald Fleming Moorhead, located at 127 S. Palafox Place, Suite 500, Pensacola, FL 32502, *provided however* that in connection with the preparation of the documentation for Closing, Seller shall be responsible for such preparation, and shall cause Buyer or Buyer's counsel and the closing agent to prepare such documents sufficiently in advance so that all closing documents may be executed by

the authorized representatives of Seller at Seller's offices in advance of Closing, and attendance by the authorized representatives of Seller at Closing will not be necessary.

Section 4.02 **Seller's Closing Deliverables.** At the Closing, Seller shall deliver or cause to be delivered to Buyer, the items listed in this **Section 4.02**, executed, certified and acknowledged by Seller, as appropriate.

(a) Seller shall deliver to Buyer a special warranty deed, executed with the appropriate acknowledgement form and otherwise in proper form for recording so as to convey title to the Property as required by this Agreement. The Deed shall contain covenants on the part of the Buyer not to use or permit use of the Property for the (i) resale of limestone or granite aggregates, (ii) operation of an asphalt plant or asphalt-related business, (iii) operation of concrete block plant, (iv) operation of concrete batch plant (including both ready-mix plants and central-mix plants) or related business. The delivery of the deed by Seller, and the acceptance by Buyer, shall be deemed the full performance and discharge of every obligation on the part of Seller to be performed pursuant to this Agreement, except those obligations of Seller which are expressly stated in this Agreement to survive the Closing.

(b) Seller shall execute and deliver to Buyer counterparts of any required transfer tax returns, or in each instance and if available, an electronic filing of such returns, together with the required payment of applicable transfer taxes, pursuant to the requirements of the applicable state and local taxing authorities; notwithstanding the foregoing, however, at Seller's option, Seller may elect to allow Buyer a credit against the Purchase Price for the amount of transfer taxes due and payable by Seller and to have Buyer make the timely payment directly to the taxing authorities or provide payment for such amounts through the Escrow Agent or Buyer's Title Insurance Company and Buyer shall provide Seller with proof of payment at the Closing.

(c) A certification that Seller is not a "foreign person" as such term is defined in Section 1445 of the Internal Revenue Code of 1984, as amended and the regulations thereunder, which certification shall be signed under penalty of perjury.

(d) With respect to Buyer's Title Insurance Company (as hereafter defined), Seller shall deliver: (i) an original affidavit of title to the Title Insurance Company (as hereafter defined) in customary form and reasonably acceptable to Seller, stating, among other things, that there are no unpaid bills or claims (except for bills or expenses to be prorated pursuant to this Agreement as of the date immediately preceding the Closing Date) for labor performed or materials furnished in connection with the Property; and (ii) such evidence as the title company may reasonably require as to the authority of the person, or persons, executing document on behalf of Seller and a certificate of good standing for Seller.

(e) A settlement statement setting forth the distribution of the Purchase Price at the Closing, and the payments of the expenses and prorations of the real property taxes as provided in this Agreement.

(f) Such other documents or instruments as may be reasonably requested by the Buyer (provided that such other documents do not conflict with the terms expressly set forth in this Agreement) to consummate the transaction contemplated by this Agreement.

Section 4.03 **Buyer's Closing Deliverables.** At the Closing, Buyer shall deliver or cause to be delivered to Seller, the items listed in this **Section 4.03**, executed, certified and acknowledged by Buyer, as appropriate.

(a) Buyer shall pay the balance of the Purchase Price to Seller on the Closing Date.

(b) Buyer shall pay all costs and expenses agreed to be paid by Buyer in **Section 4.04** of this Agreement.

(c) Buyer shall, where applicable, join with Seller in the execution and delivery of the closing documents and instruments required under **Section 4.02** of this Agreement to which Buyer is a party.

(d) Such other documents or instruments as may be reasonably requested by the Seller (provided that such other documents do not conflict with the terms expressly set forth in this Agreement) to consummate the transaction contemplated by this Agreement.

Section 4.04 **Costs.**

(a) Seller and Buyer shall each pay the fees and expenses of its own counsel in connection with the preparation and negotiation of this Agreement. The deed and other agreements and instruments related to the transaction contemplated by this Agreement and such legal costs shall not be part of the closing costs; *provided, however*, that if any legal action is instituted under this Agreement, if the Seller prevails in such legal action, the Seller shall be entitled to recover from the Buyer reasonable attorneys' fees and costs related to such legal action, including reasonable attorneys' fees and costs in all trial, appellate, post-judgment and bankruptcy proceedings.

(b) Seller shall pay: (i) all transfer taxes and other taxes for the State of Florida and the County of Escambia payable in connection with the transaction contemplated by this Agreement; (ii) the commission owed to the Broker pursuant to **Article XII** of this Agreement; and (iii) recording fees for mortgage satisfaction or other title clearing documents.

(c) Buyer shall pay:

(i) the costs charged by Buyer's Title Insurance Company, including, without limitation, costs related to the Title Commitment, any premiums, title endorsements and affirmative insurance;

(ii) the costs related to the Survey and any other survey or survey update;

(iii) any other fees or costs related to Buyer's due diligence reviews; and

(iv) the recording fees for the recording of the deed.

Section 4.05 **Apportionments.** All matters listed in this **Section 4.05** shall be apportioned as of 11:59 p.m. of the date immediately preceding the Closing Date, unless expressly provided for otherwise.

(a) All real estate taxes based on the fiscal year for which they are assessed and assessments. If the Property shall be, or have been, affected by any assessments or special assessments payable in a lump sum or which are, or may become, payable in installments, of which the first installment is then a charge or lien, or has already been paid, then at the Closing such amounts will be paid or apportioned, as the case may be in the following manner:

(i) any such assessments or installments, or portion thereof, payable on or after the Closing Date shall be the responsibility of Buyer; and

(ii) any such assessments or installments, or portion thereof, payable prior to the Closing Date shall be the responsibility of Seller.

(b) Any other items which are customarily prorated in connection with the purchase and sale of properties similar to the Property shall be prorated as of the Closing.

ARTICLE V
TITLE MATTERS AND VIOLATIONS

Section 5.01 **Acceptable Title.** Seller shall convey and Buyer shall accept fee simple title to the Property in accordance with the terms and conditions of this Agreement, and subject to:

(a) the Permitted Exceptions (as hereafter defined); and

(b) such other matters as any Title Insurance Company (as hereafter defined) shall be willing to omit as exceptions to coverage or to except with insurance against collection out of or enforcement against the Property.

Section 5.02 **Permitted Exceptions.** For the purposes of this Agreement, "good and marketable fee simple title" shall mean such title as is insurable by a title insurance company licensed to conduct business in the state of Florida (the "***Title Insurance Company***"), under its standard form of ALTA owner's policy of title insurance, 2006 Form, at its standard rates. The Property is to be conveyed subject only to the following matters (collectively, the "***Permitted Exceptions***"):

(a) any and all laws, statutes, ordinances, codes, rules, regulations, requirements or executive mandates, as the same may be amended subsequent to the date of this Agreement, affecting the Property;

(b) encroachments, if any, on any street or highway;

(c) such matters as would be disclosed by a current and accurate survey prepared by a surveyor licensed in the state of Florida to conduct surveys (the "***Survey***") or inspection of the Property, which Survey Buyer has approved or is deemed to have approved, whether or not Buyer actually conducts any inspection or Survey of the Property; and

(d) real estate taxes, assessments and water and sewer charges, that are not due and payable prior to the Closing Date, subject to any apportionments as provided for in this Agreement.

Section 5.03 **Objections to Title**.

(a) Buyer shall order, at its sole cost and expense, within ten (10) days following the date of execution and delivery of this Agreement a commitment for title insurance from a Title Insurance Company, together with true, legible (to the extent available) and complete copies of all instruments giving rise to any defects or exceptions to title to the Property (collectively, the "***Title Commitment***"), which Title Commitment shall be delivered to counsel for both Buyer and Seller concurrently.

(b) Buyer shall deliver to Seller any objections to the exceptions to title set forth in the Title Commitment and/or the Survey, other than the Permitted Exceptions (collectively, "***Buyer's Objections***"), by no later ten (10) days after the receipt of the Title Commitment.

(c) Seller shall thereafter have a period of ten (10) days during which time Seller shall have the right, but not the obligation, to cure Buyer's Objections. Seller shall not be required to take any action, to institute any proceeding or to incur any expense in order to remedy Buyer's Objections. If Seller shall elect not to take any action, institute any proceeding or incur any expense to remedy Buyer's Objections, Seller shall be deemed unable to convey the Property in accordance with the terms of this Agreement. Seller shall, by no later than ten (10) days after Seller's receipt of Buyer's Objections, send a response notice to Buyer and Buyer shall thereafter, by no later than ten (10) days after Buyer's receipt of Seller's response notice elect to either: (A) accept such title to the Property, in accordance with **Section 5.04** of this Agreement; or (B) terminate this Agreement in accordance with **Section 9.01(b)**.

Section 5.04 **Seller's Inability to Convey**. In the event Seller is unable to convey title to the Property in accordance with this Agreement, then notwithstanding Buyer's remedies in **Section 9.01(b)** of this Agreement, Buyer shall also have the right to accept such title to the Property as Seller can convey, in which event Seller shall make

the deliveries provided for in this Agreement to Buyer at the Closing, to the extent Seller is able to do so, and there shall be no reduction or credit against the Purchase Price, except as otherwise provided for in this Agreement.

ARTICLE VI
REPRESENTATIONS AND WARRANTIES; CERTAIN DISCLAIMERS

Section 6.01 **Seller's Representations and Warranties.** Seller represents and warrants to Buyer the following:

(a) The Seller has the requisite power and authority to execute, deliver, and perform its obligations under this Agreement and related instruments to which it is a party. This Agreement and all other agreements to be executed in connection herewith or therewith (a) have been duly authorized, executed, and delivered by the Seller and (b) are valid, binding, and enforceable against the Seller.

(b) The Seller is a corporation duly formed, validly existing, and in good standing under the laws of the State of Georgia.

(c) The execution, delivery, and performance of this Agreement and the related instruments and the consummation of the transaction contemplated hereby do not (i) violate any provision of the Seller's bylaws or other document governing the Seller's existence; or (ii) conflict with any order, arbitration award, judgment, or decree to which such Seller is a party.

(d) Seller is not a "foreign person" as such term is defined in Section 1445 of the Internal Revenue Code or any related regulations, as amended.

(e) No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transaction contemplated hereby based upon arrangements made by or on behalf of Seller, except as disclosed in Section XII of the Agreement.

(f) To Seller's knowledge, there is no pending or threatened litigation or condemnation action against the Property or against Seller with respect to the Property as of the date of this Agreement.

(g) To Seller's knowledge, there are no rights of parties in possession not shown by the public records. Seller shall execute an affidavit at Closing sufficient to allow the deletion of the parties in possession exception from the Title Commitment.

Section 6.02 **Disclaimer of All of Representations and Warranties of Seller.** SELLER DOES NOT, BY THE EXECUTION AND DELIVERY OF THIS AGREEMENT, AND SELLER SHALL NOT, BY THE EXECUTION AND DELIVERY OF ANY DOCUMENT OR INSTRUMENT EXECUTED AND DELIVERED IN CONNECTION WITH CLOSING, MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE

WHATSOEVER, WITH RESPECT TO THE PROPERTY, AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER MAKES, AND SHALL MAKE, NO EXPRESS OR IMPLIED WARRANTY AS TO MATTERS OF TITLE (OTHER THAN SELLER'S WARRANTY OF TITLE SET FORTH IN THE DEED TO BE DELIVERED AT CLOSING), ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITION (INCLUDING, WITHOUT LIMITATION, LAWS, RULES, REGULATIONS, ORDERS AND REQUIREMENTS PERTAINING TO THE USE, HANDLING, GENERATION, TREATMENT, STORAGE OR DISPOSAL OF ANY TOXIC OR HAZARDOUS WASTE OR TOXIC, HAZARDOUS OR REGULATED SUBSTANCE), VALUATION, GOVERNMENTAL APPROVALS, GOVERNMENTAL REGULATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY, (HEREINAFTER COLLECTIVELY CALLED THE "**DISCLAIMED MATTERS**"). BUYER AGREES THAT, WITH RESPECT TO THE PROPERTY, BUYER HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF SELLER, BUYER WILL CONDUCT SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY (INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITION THEREOF) AND RELY UPON SAME AND, UPON CLOSING, SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, THE DISCLAIMED MATTERS, MAY NOT HAVE BEEN REVEALED BY BUYER'S INSPECTIONS AND INVESTIGATIONS. SUCH INSPECTIONS AND INVESTIGATIONS OF BUYER SHALL BE DEEMED TO INCLUDE AN ENVIRONMENTAL AUDIT OF THE PROPERTY, AN INSPECTION OF THE PHYSICAL COMPONENTS AND GENERAL CONDITION OF ALL PORTIONS OF THE PROPERTY, SUCH STATE OF FACTS AS AN ACCURATE SURVEY AND INSPECTION OF THE PROPERTY WOULD SHOW, PRESENT AND FUTURE ZONING AND LAND USE ORDINANCES, RESOLUTIONS AND REGULATIONS OF THE CITY, COUNTY AND STATE WHERE THE PROPERTY IS LOCATED AND THE VALUE AND MARKETABILITY OF THE PROPERTY. SELLER SHALL SELL AND CONVEY TO BUYER, AND BUYER SHALL ACCEPT, THE PROPERTY "AS IS", "WHERE IS", AND WITH ALL FAULTS, AND THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS, COLLATERAL TO OR AFFECTING THE PROPERTY BY SELLER OR ANY THIRD PARTY. WITHOUT IN ANY WAY LIMITING ANY PROVISION OF THIS **SECTION 6.02** BUYER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES, RELEASES AND DISCHARGES ANY CLAIM IT HAS, MIGHT HAVE HAD OR MAY HAVE AGAINST SELLER WITH RESPECT TO (i) THE DISCLAIMED MATTERS, (ii) THE CONDITION OF THE PROPERTY, EITHER PATENT OR LATENT, (iii) THE PAST, PRESENT OR FUTURE CONDITION OR COMPLIANCE OF THE PROPERTY WITH REGARD TO ANY

ENVIRONMENTAL PROTECTION, POLLUTION CONTROL OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING, WITHOUT LIMITATION, CERCLA, AND (iv) ANY OTHER STATE OF FACTS THAT EXISTS WITH RESPECT TO THE PROPERTY. THE TERMS AND CONDITIONS OF THIS **SECTION 6.02** SHALL EXPRESSLY SURVIVE THE CONSUMMATION OF THE PURCHASE AND SALE OF THE PROPERTY ON THE CLOSING, THE DELIVERY OF THE DEED AND THE PAYMENT OF THE PURCHASE PRICE, WITHOUT REGARD TO ANY LIMITATIONS UPON SURVIVAL SET FORTH IN THIS AGREEMENT.

Section 6.03 **Buyer's Representations and Warranties.** Buyer represents and warrants to Seller on and as of the date of this Agreement and on and as of the Closing Date as follows:

(a) The Buyer has the requisite power and authority to execute, deliver, and perform its obligations under this Agreement and related instruments to which it is a party. This Agreement and all other agreements to be executed in connection herewith or therewith (a) have been duly authorized, executed, and delivered by the Seller and (b) are valid, binding, and enforceable against the Seller.

(b) The Buyer is a corporation duly formed, validly existing, and in good standing under the laws of the State of Florida.

(c) The execution, delivery, and performance of this Agreement and the related instruments and the consummation of the transaction contemplated hereby do not (a) violate any provision of the Buyer's bylaws or other document governing the Buyer's existence or (b) conflict with any order, arbitration award, judgment, or decree to which such Buyer is a party.

(d) No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transaction contemplated hereby based upon arrangements made by or on behalf of Buyer, except as disclosed in Section XII of the Agreement.

(e) Buyer has sufficient cash on hand or other sources to enable it to make payment of the Purchase Price and consummate the closing on the Closing Date.

(f) There are no actions, suits, claims, investigations or other legal proceedings pending or threatened against or by Buyer or any affiliate of Buyer that challenge or seek to prevent, enjoin or otherwise delay the consummation of the contemplated transaction.

(g) Buyer has conducted its own independent investigation, review and analysis of the Property, and acknowledges that it has been provided adequate access to the personnel, properties, assets, premises, and records, and other documents and data of Seller for such purpose. Buyer acknowledges and agrees that: (a) in making its decision to enter into this Agreement and to consummate the transaction contemplated hereby,

Buyer has relied solely upon its own investigation and the express representations and warranties of Seller set forth in **Section 5** of this Agreement; and (b) neither Seller nor any other person has made any representation or warranty as to Seller or the Property, except as expressly set forth in **Section 5** of this Agreement.

ARTICLE VII
RISK OF LOSS

Section 7.01 **Risk of Loss.** If any portion of the Improvements are damaged or destroyed by casualty prior to Closing Date, and the cost of repair of such damage or destruction is reasonably estimated to exceed $5,000.00, Buyer shall have the right, at Buyer's option, to terminate this Agreement by giving written notice to Seller on or before the date ten (10) days after the date upon which Seller gives Buyer written notice of such casualty, in which event the Deposit shall be refunded to Buyer promptly upon request, all rights and obligations of the parties under this Agreement shall terminate, and this Agreement shall become null and void. In the event of lesser damage or destruction prior to the Closing Date, Buyer shall have no right to terminate this Agreement by reason of such damage or destruction, nor shall it be entitled to any reduction in the Purchase Price. Buyer shall not be deemed a third party beneficiary or otherwise entitled to any insurance proceeds that Seller might obtain from its insurer, if any, as a result of casualty.

ARTICLE VIII
NOTICES

Section 8.01 **Notices.**

(a) Any notice or other communication provided for hereunder will be in writing and may be (i) served by personal delivery, (ii) made by electronic mail or facsimile transmission, or (iii) sent by overnight courier service (with all fees prepaid) to the receiving parties as follows, or to any other address which either party may hereafter designate for itself in writing:

If to Seller:	Preferred Materials, Inc. c/o Midsouth Paving, Inc. 500 Riverhills Business Park, Suite 590 Birmingham, Alabama 35242 Attention: D. Lamar Forsyth Lamar.Forsyth@midsouthpaving.com
With a Copy to:	Oldcastle Law Group 900 Ashwood Parkway, Suite 600 Atlanta, Georgia 30338 Attention: General Counsel Fax: 770-392-5305
If to Buyer:	Stafford Development Group, Inc. 357 Grande Oaks Blvd Cantonment, Florida 32533 Attention: Todd Stafford Fax: 850-453-9293
With a Copy to:	McDonald Fleming Moorhead 127 S. Palafox Place, Suite 500 Pensacola, Florida 32502 Attention: Stephen R. Moorhead Fax: 850-477-0982

(b) Any party may, by notice given in accordance with this Article, designate a different address or person for receipt of all communications or notices.

ARTICLE IX
REMEDIES

Section 9.01 **Remedies**

(a) If Buyer shall default in the observance or performance of any of the terms of this Agreement, the parties stipulate and agree that actual damages may be difficult, if not impossible, to compute and the Deposit plus any accrued interest thereon, if any, shall be paid to and retained by Seller as liquidated damages as its sole and exclusive remedy and not as a penalty.

(b) If Seller shall default in the observance or performance of any of the terms of this Agreement, the Buyer's remedy shall be limited to specific performance.

(c) Buyer and Seller waive all their rights to damages in excess of the liquidated damages referenced in **Section 9.01(a)** of this Agreement.

(d) Provided the release of the Deposit is in accordance with the termination of the Agreement, upon the release of the Deposit, and any interest accrued thereon, to either Buyer or Seller, as the case may be, this Agreement shall be deemed null and void and no party hereto shall have any obligations to, or rights against, the other hereunder, except as expressly provided herein.

(e) The provisions of this Article shall survive the Closing or termination of this Agreement.

ARTICLE X
ESCROW

Section 10.01 **Buyer's Delivery of the Deposit in Escrow**.

(a) Simultaneously with the execution and delivery of this Agreement, Buyer shall deliver the Deposit to Escrow Agent. The Deposit shall be held in escrow and disposed of by Escrow Agent only in accordance with the provisions of this Article.

(b) The Deposit shall be held and released by Escrow Agent in accordance with the terms of this Agreement. The Deposit shall be applied to the Purchase Price at Closing (as hereinafter defined), and shall otherwise be held, refunded or disbursed in accordance with the terms of this Agreement. The Deposit shall be deposited into an account with the Escrow Agent during the pendency of this Agreement. All interest and other income from time to time earned on the Deposit shall be deemed a part of the Deposit for all purposes of this Agreement.

Section 10.02 **Escrow Agent's Delivery of the Deposit**.

(a) Escrow Agent shall deliver the Deposit to Seller on the Closing Date, if the Closing occurs. In no event shall any interest earned on the Deposit be applied as a credit against the Purchase Price.

(b) If, prior to the Closing, either Seller or Buyer delivers a notice to Escrow Agent with a demand for Escrow Agent's delivery of the Deposit, Escrow Agent shall promptly give notice to the other party of such demand. If a notice of objection to the proposed payment is not received from the other party within twenty-one (21) days after the receipt of notice from Escrow Agent, Escrow Agent is hereby authorized to deliver the Deposit to the party who made the demand for the Deposit. If Escrow Agent receives a notice of objection within said time period, then Escrow Agent shall continue to hold the Deposit and thereafter pay it to the party entitled to the Deposit when Escrow Agent receives: (i) a notice from the objecting party withdrawing the objection; (ii) a notice signed by both parties directing disposition of the Deposit; or (iii) a final non-appealable notice of a court of competent jurisdiction, entered in connection with a proceeding in which Seller, Buyer and the Escrow Agent are named as parties, directing the disbursement of the Deposit.

Section 10.03 **Escrow Agent's Duties and Responsibilities**.

(a) Escrow Agent has signed this Agreement for the sole purpose of agreeing to act as Escrow Agent in accordance with this Article. Escrow Agent shall have no duties or responsibilities except those set forth in this Agreement and Seller and Buyer agree and acknowledge that Escrow Agent shall act hereunder as a depository only.

(b) Escrow Agent shall be protected in relying upon the accuracy, acting in reliance upon the contents, and assuming the genuineness of any notice, demand, certificate, signature, instrument or other document which is given to Escrow Agent without verifying the truth or accuracy of any such notice, demand, certificate, signature, instrument or other document.

(c) Escrow Agent shall not be liable for any action taken or omitted by Escrow Agent in good faith and believed by Escrow Agent to be authorized or within its rights or powers conferred upon it by this Agreement, except for any damage caused by Escrow Agent's own gross negligence or willful default. Escrow Agent shall not have any liability or obligation for loss of all or any portion of the Deposit by reason of the insolvency or failure of the institution of depository with whom the escrow account is maintained. Upon the disbursement of the Deposit in accordance with this Agreement, Escrow Agent shall be relieved and released from any liability under this Agreement, except in connection with Escrow Agent's gross negligence or willful default.

(d) In the event that a dispute shall arise in connection with this Agreement, or as to the rights of the parties in and to, or the disposition of, the Deposit, Escrow Agent shall have the right to: (i) hold and retain all or any part of the Deposit until such dispute is settled or finally determined by litigation, arbitration or otherwise; (ii) deposit the Deposit in an appropriate court of law, following which Escrow Agent shall thereby and thereafter be relieved and released from any liability or obligation under this Agreement; (iii) institute an action in interpleader or other similar action permitted by stakeholders in the state of Florida; or (iv) interplead any of the parties in any action or proceeding which may be brought to determine the rights of the parties to all or any part of the Deposit.

(e) Escrow Agent is permitted to charge a fee for services provided in connection herewith, which will be split evenly between Buyer and Seller at Closing.

(f) All costs and expenses incurred by Escrow Agent in performing its duties as the Escrow Agent including, without limitation, reasonable attorneys' fees (whether paid to retained attorneys or amounts representing the fair value of legal services rendered to or for itself) shall be borne 50% by Seller, and 50% by Buyer, except however, if any litigation arises under this Agreement with respect to the Deposit, all costs and expenses of the litigation shall be borne by whichever of Seller or Buyer is the losing party.

Section 10.04 **Indemnification of Escrow Agent**. Seller and Buyer hereby agree to, jointly and severally, indemnify, defend and hold harmless Escrow Agent from and

against any liabilities, damages, losses, costs or expenses incurred by, or claims or charges made against Escrow Agent (including reasonable attorneys' fees and disbursements) by reason of Escrow Agent acting or failing to act in connection with any of the matters contemplated by this Agreement or in carrying out the terms of this Agreement, except for those matters arising as a result of Escrow Agent's gross negligence or willful misconduct.

Section 10.05 **Survival.** This Article shall survive the Closing or the termination of this Agreement.

ARTICLE XI
CONFIDENTIALITY

Section 11.01 **Confidential Information.** Buyer shall not knowingly or intentionally disclose in a formal public manner the existence of this Agreement or the Confidential Information and no publicity or press release to the general public with respect to this transaction or the Confidential Information shall be made by Buyer without the prior written consent of Seller. Buyer agrees that, except as otherwise provided by applicable laws and regulations, or in connection with the evaluation or financing of the Property, Buyer (including Buyer's officers, directors, employees, representatives, brokers, attorneys and advisers) shall keep the contents of this Agreement and any information related to the Property and the transaction contemplated by this Agreement confidential, whether or not marked as "confidential" (collectively, the "***Confidential Information***"). The Confidential Information shall not include any information publicly known, or which becomes publicly known, other than through the acts of Buyer, or any of Buyer's officers, directors, employees, representatives, brokers, attorneys or advisers.

Section 11.02 **Return or Destruction of Confidential Information.** As of the Closing Date or in the event of a termination of this Agreement, if applicable, all Confidential Information in accordance with the written request of Seller shall be either promptly: (a) returned to Seller; or (b) destroyed by Buyer. Notwithstanding the foregoing, however, in the event the Closing occurs Buyer may retain possession of all or any part of the Confidential Information if such Confidential Information relates solely to the Property and the operations thereon.

Section 11.03 **Survival.** The provisions of this Article shall survive the Closing Date or termination of this Agreement.

ARTICLE XII
BROKERS

Section 12.01 **Brokers.** Buyer and Seller each represent and warrant to each other that they dealt with no broker in connection with, nor has any broker had any part in

bringing about, this transaction. Seller and Buyer shall each indemnify, defend and hold harmless the other from and against any claim of any broker or other person for any brokerage commissions, finder's fees or other compensation in connection with this transaction if such claim is based in whole or in part by, though or on account of, any acts of the indemnifying party or its agents, employees or representatives and from all losses, liabilities, costs and expenses in connection with such claim, including without limitation, reasonable attorneys' fees, court costs and interest.

Section 12.02 **Survival.** The provisions of this Article shall survive the Closing, or the termination of this Agreement prior to the Closing.

ARTICLE XIII
SELLER'S TAX DEFERRED EXCHANGE

Section 13.01 **Exchange**. Seller may convey the Property or any portion thereof or interest therein as part of one or more Internal Revenue Code Section 1031 Tax Deferred Exchanges for its benefit. In such event, Seller may be assigning all or some contract rights and obligations hereunder to a qualified intermediary, as a part of, and in furtherance of, such tax deferred exchange. Buyer agrees to assist and cooperate in any such exchange, and Buyer further agrees to execute any and all documents as are reasonably necessary in connection with any such exchange. Buyer shall not be obligated to incur any cost or expense in connection with any such exchange, other than that which Buyer elects to incur to have its counsel review the documents and instruments incident thereto. As part of any such exchange, Seller shall convey the Property described herein directly to Buyer and Buyer shall not be obligated to acquire or convey any other property as part of any such exchange.

ARTICLE XIV
MISCELLANEOUS

Section 14.01 **Applicable Law**. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Florida. Venue of any proceeding filed hereunder shall be filed in the Circuit Court sitting in Escambia County, Florida.

Section 14.02 **Entire Agreement**. This Agreement sets for the complete understanding and agreement of the parties with respect to the transaction that is the subject of this Agreement. No oral statements, representations or agreements other than this Agreement shall have any force or effect and Buyer and Seller agree that they will not rely on any representations or agreements other than those contained in this Agreement.

Section 14.03 **No Survival.** Except as otherwise provided in this Agreement, no representations, warranties, covenants or other obligations of the parties set forth in this Agreement shall survive the Closing and no action based thereon shall be commenced after the Closing.

Section 14.04 **Limitation of Liability.**

(a) **Disclaimer of Consequential Damages. IN NO EVENT SHALL SELLER BE LIABLE UNDER THIS AGREEMENT TO THE BUYER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, REVENUE OR PROFIT, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE BUYER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

(b) **Cap on all other Damages. IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL PURCHASE PRICE TO BE PAID TO THE SELLER PURSUANT TO THIS AGREEMENT.**

Section 14.05 **Modifications and Amendments.** This Agreement cannot under any circumstance be modified or amended orally and no agreement shall be effective to waive, change, modify, terminate or discharge this Agreement, in whole or in part, unless such agreement is in writing and is signed by both Seller and Buyer.

Section 14.06 **No Recording.** Neither this Agreement, nor any memorandum of this Agreement, shall be recorded. The recording of this Agreement, or any memorandum of this Agreement, by Buyer shall constitute a material default and shall entitle Seller to retain the Deposit and any interest earned thereon.

Section 14.07 **Binding Effect; Assignment.** This Agreement shall be binding upon the parties hereto and their respective successors and permitted assigns. No other person or entity shall acquire or have any right under, or by virtue of, this Agreement. Buyer shall not assign or transfer any right or delegate any obligation hereunder without the prior written consent of Seller, in its sole discretion. Notwithstanding anything herein to the contrary, Buyer may assign or transfer its rights hereunder to an affiliate of Buyer. Seller may assign or transfer its rights hereunder to any affiliate. Any purported assignment or transfer in violation of this section shall be null and void.

Section 14.08 **Severability**. Any provision of this Agreement that is found by an arbitrator or other adjudicator of competent jurisdiction to be invalid, void, or otherwise unenforceable shall in no way affect, impair, or invalidate any other provision hereof, and the remaining provisions hereof shall nevertheless remain in full force and effect. To the extent that any such provision is so found to be invalid, void, or otherwise unenforceable as written, the parties authorize the adjudicator to revise it retroactive to the effective date so that it is enforceable to the greatest extent allowed by applicable law. In the event that the adjudicator declines to exercise such authority, the parties agree to make such revision.

Section 14.09 **Further Assurances**. Each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby, provided such documents are customarily delivered in real estate transactions in Florida and do not impose any material obligations upon any party hereunder except as set forth in this Agreement.

Section 14.10 **Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Section 14.11 **Headings**. The headings in this Agreement are for the purposes of reference only and shall not affect or define the meanings hereof.

Section 14.12 **Waiver**. The failure of either party to insist, in any one or more instances, upon a strict performance of any of the terms and conditions of this Agreement, or to exercise or fail to exercise any option or right contained herein, shall not be construed as a waiver or a relinquishment for the future of such right or option, but the same shall continue and remain in full force and effect. The continued performance by either party of this Agreement with knowledge of the breach of any term or condition hereof shall not be deemed a waiver of such breach, and no waiver by either party of any provision hereof, shall be deemed to have been made, or operate as estoppel, unless expressed in writing and signed by such party.

Section 14.13 **Time of Essence; Calculation of Dates**. Time is of the essence of this Agreement. Anywhere a day certain is stated for payment or for performance of any obligation, the day certain so stated enters into and becomes a part of the consideration for this Agreement. If any date set forth in this Agreement shall fall on, or any time period set forth in this Agreement shall expire on, a day which is a Saturday, Sunday, federal or state holiday, or other non-business day, such date shall automatically be

extended to, and the expiration of such time period shall automatically be extended to, the next day which is not a Saturday, Sunday, federal or state holiday or other non-business day. The final day of any time period under this Agreement or any deadline under this Agreement shall be the specified day or date, and shall include the period of time through and including such specified day or date.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute, seal and deliver this Agreement, all as of the day and year first written above.

SELLER:

PREFERRED MATERIALS, INC., a Georgia corporation

By: _____
Name: D UMOR FORSYTH
Title: AUTHORIZED OFFICER

BUYER:

STAFFORD DEVELOPMENT GROUP, INC., a Florida corporation

By: _____
Name: TODD STAFFORD
Title: PRES 5/18/16

ESCROW AGENT:

FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation

By: _____
Name: _____
Title: _____

EXHIBIT A
Legal Description

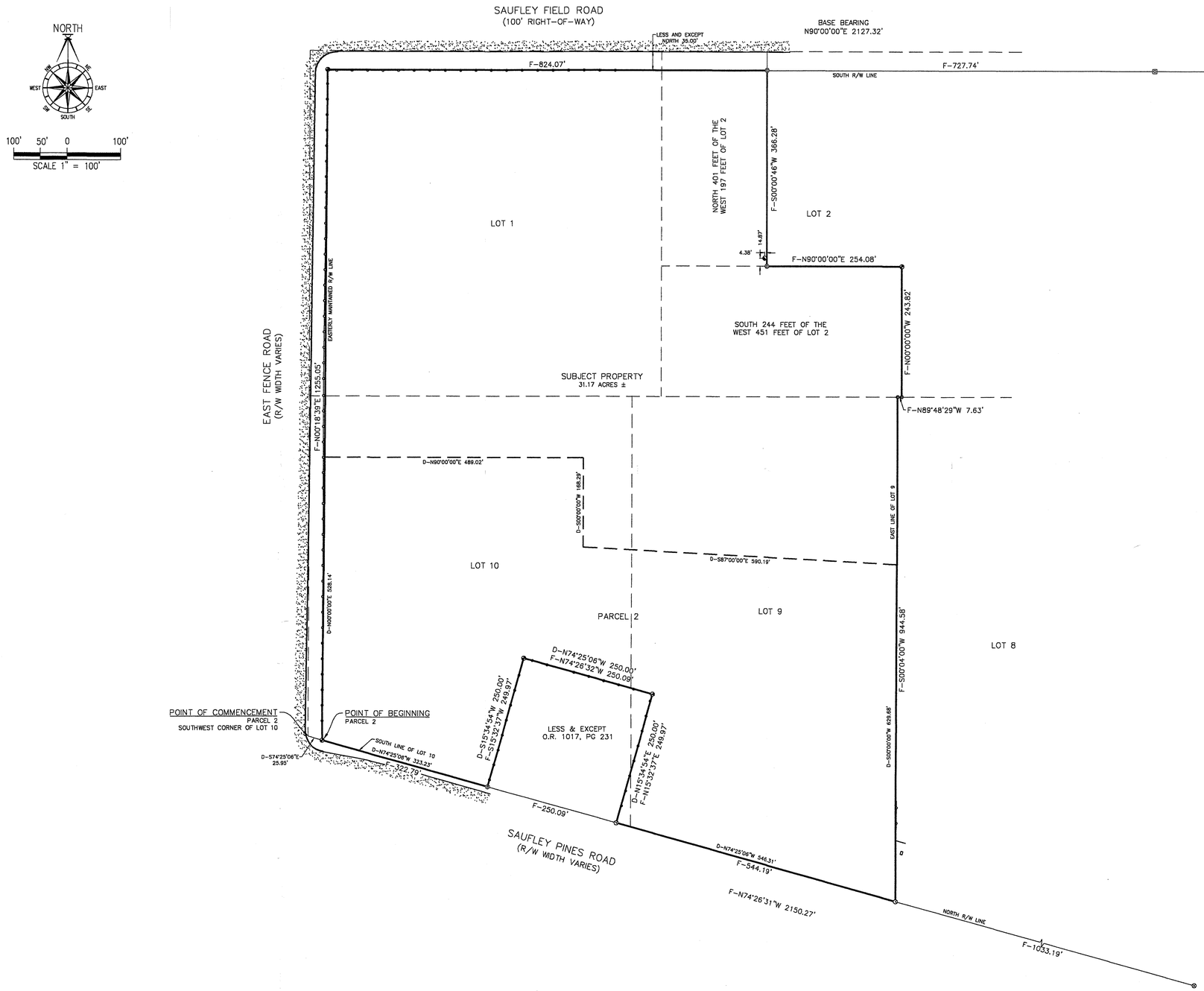
Legal Description:

022S31-3000-002-002 5700 SAUFLEY FIELD RD BLK LT 1 LESS RD R/W & S 244 FT OF W 451 FT OF LT 2 & W 197 FT OF N 401 FT OF LT 2 AND LTS 9 & 10 LESS OR 2188 P 111-DOLL S/D OF LT 3

Escambia County GEO #:

022S31-3000-002-002

~~Also as described in a Special Warranty Deed from Edward M. Chadbourne, Inc., Grantor, to APAC-Southeast, Inc. as Grantee, recorded in the Public Records of Escambia County, Florida in OR Book 6232, Page 1250~~



SURVEYORS NOTES:
- THIS SURVEY WAS PREPARED FOR THE CLIENT SHOWN AND IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT PRIOR CONSENT FROM THIS SURVEYOR.
- ALL MEASUREMENTS WERE MADE ACCORDING TO UNITED STATES STANDARD FOOT.
- NO TITLE RESEARCH WAS PERFORMED BY THIS SURVEYOR, NOR WERE WE FURNISHED WITH SUCH.
- NO INSTRUMENT OF RECORD REFLECTING EASEMENTS, RIGHT-OF-WAY, AND/OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR EXCEPT AS SHOWN.
- NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN.
- ALL BEARINGS AND DISTANCES ARE RECORD UNLESS OTHERWISE NOTED.
- ERROR OF CLOSURE MEETS STANDARDS OF PRACTICE.
- 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: SOUTH R/W LINE OF SAUFLEY FIELD ROAD AS N90°00'00"E.
- REFERENCE SOURCE: FIELD WORK AND EXISTING FIELD MONUMENTATION; COPY OF DEED BOOK 64, PAGE 365.
- ENCROACHMENTS ARE AS SHOWN.
- 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: 120330 0355 G
  AS DATED: 09/29/06
- THE CERTIFICATE OF AUTHORIZATION NUMBER FOR KJM LAND PLANNING, LLC, IS L.B. 7919.

DESCRIPTION: (AS PROVIDED)

PARCEL 1

A PARCEL OF LAND IN GOVERNMENT LOT 3, SECTION 2, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, CONTAINING 18.5394 NET ACRES, ACCORDING TO PLAT OF A SUBDIVISION OF THE SAID GOVERNMENT LOT RECORDED IN DEED BOOK 64 AT PAGE 365 OF THE PUBLIC RECORDS OF SAID COUNTY, AND DESCRIBED AS FOLLOWS:
LOT 1, AND THE NORTH 401 FEET OF THE EAST 197 FEET OF LOT 2, LESS RIGHT-OF-WAY FOR PUBLIC ROAD OVER THE NORTH 35 FEET THEREOF;
THE SOUTH 244 FEET OF THE WEST 451 FEET OF LOT 2, AND ALL OF LOTS 9 AND 10;
LESS THAT PORTION OF THE SAID LOTS 1 AND 10 LYING WESTERLY OF AN EXISTING WIRE FENCE ALONG THE EAST SIDE OF AN EXISTING COUNTY MAINTAINED ROADWAY ALONG THE WEST LINE OF THE SAID GOVERNMENT LOT 3;
AND LESS THAT PORTION OF SAID PROPERTY DESCRIBED IN DEED FROM SELMA L. VILLANE, A WIDOW, TO EDWARD A. COHRON AND JOSIE B. COHRON, HUSBAND AND WIFE, DATED JULY 12, 1976, AND RECORDED IN OFFICIAL RECORDS BOOK 1017 AT PAGE 231 OF THE SAID RECORDS, THE PROPERTY HEREBY CONVEYED BEING THE SAME PROPERTY DESCRIBED ON UNRECORDED SURVEY BY NICHOL ENGINEERING ASSOCIATES, INC., REVISED APRIL 6, 1978. LESS AND EXCEPT OR BOOK 4187, PAGE 1138.

PARCEL 2

A PARCEL OF LAND IN GOVERNMENT LOT 3, SECTION 2, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, CONTAINING 12.8765 ACRES, EXCLUSIVE OF ROAD, AND DESCRIBED AS FOLLOWS;
COMMENCE AT THE SOUTHWEST CORNER OF LOT 10 OF STEPHEN LEE'S SUBDIVISION OF THE SAID GOVERNMENT LOT 3, ACCORDING TO PLAT RECORDED IN DEED BOOK 64, AT PAGE 365 OF THE PUBLIC RECORDS OF SAID COUNTY;
THENCE GO SOUTH 74°25'06" EAST ALONG THE SOUTHERLY LINE OF SAID LOT 10 A DISTANCE OF 25.95 FEET TO THE EAST LINE OF COUNTY MAINTAINED ROADWAY AND THE POINT OF BEGINNING OF THIS DESCRIPTION;
THENCE GO NORTH 00°00'00" EAST PARALLEL WITH AND 25 FEET EAST OF THE WEST LINE OF SAID LOT 10 A DISTANCE OF 528.14 FEET;
THENCE GO NORTH 90°00'00" EAST A DISTANCE OF 489.02 FEET;
THENCE GO SOUTH 00°00'00" WEST A DISTANCE OF 168.29 FEET;
THENCE GO SOUTH 87°00'00" EAST A DISTANCE OF 590.19 FEET TO THE EAST LINE OF LOT 9 OF STEPHEN LEE'S SUBDIVISION OF THE SAID GOVERNMENT LOT 3;
THENCE GO SOUTH 00°00'00" WEST ALONG THE EAST LINE OF SAID LOT 9 A DISTANCE OF 629.68 FEET;
THENCE GO NORTH 74°25'06" WEST PARALLEL WITH AND 15.00 FEET DISTANT FROM THE SOUTHERLY LINE OF THE SAID GOVERNMENT LOT 3 A DISTANCE OF 546.31 FEET;
THENCE GO NORTH 15°34'54" EAST A DISTANCE OF 250.00 FEET;
THENCE GO NORTH 74°25'06" WEST A DISTANCE OF 250.00 FEET;
THENCE GO SOUTH 15°34'54" WEST A DISTANCE OF 250.00 FEET;
THENCE GO NORTH 74°25'06" WEST A DISTANCE OF 323.23 FEET TO THE POINT OF BEGINNING.

LEGEND:
- ⊠ –FOUND 4"X4" CONCRETE MONUMENT L.B. #7107
- ● –FOUND 1/2" CAPPED IRON ROD PSM #4655
- ◐ –FOUND 1/2" CAPPED IRON ROD PSM #1035
- ⊗ –FOUND ILLEGIBLE 1/2" CAPPED IRON ROD
- ○ –FOUND PLAIN 1/2" IRON ROD
- ⊗ –FOUND PLAIN 1" IRON ROD
- ◐ –FOUND PLAIN 3/4" IRON ROD
- ⊕ –SET 1/2" CAPPED IRON ROD L.B. #7919

PSM –PROFESSIONAL SURVEYOR AND MAPPER
L.B. –LICENSED BUSINESS
R/W –RIGHT-OF-WAY
F –FIELD

Certify To:
Stafford Development Group, Inc., a Florida corporation
First Community Bank
McDonald Fleming Moorhead
First American Title Insurance Company

ADDRESS: SAUFLEY FIELD ROAD
REQUESTED BY: TODD STAFFORD
TYPE: BOUNDARY SURVEY
SECTION 2, TOWNSHIP- 2 - SOUTH, RANGE- 31 - WEST, ESCAMBIA COUNTY

SCALE: 1"=100'	FIELD BOOK	PAGE	CREW	FIELD DATE:	DRAWN BY:	CHECKED BY:
DATE: 07/25/16	602	47	DM	07/22/16	JSP	

NO.:	DATE:	REVISIONS:	APPROVED BY:

SURVEYOR'S CERTIFICATE
I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS & MAPPERS IN CHAPTER 5J-17.050, 5J-17.051 AND 5J-17.052, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

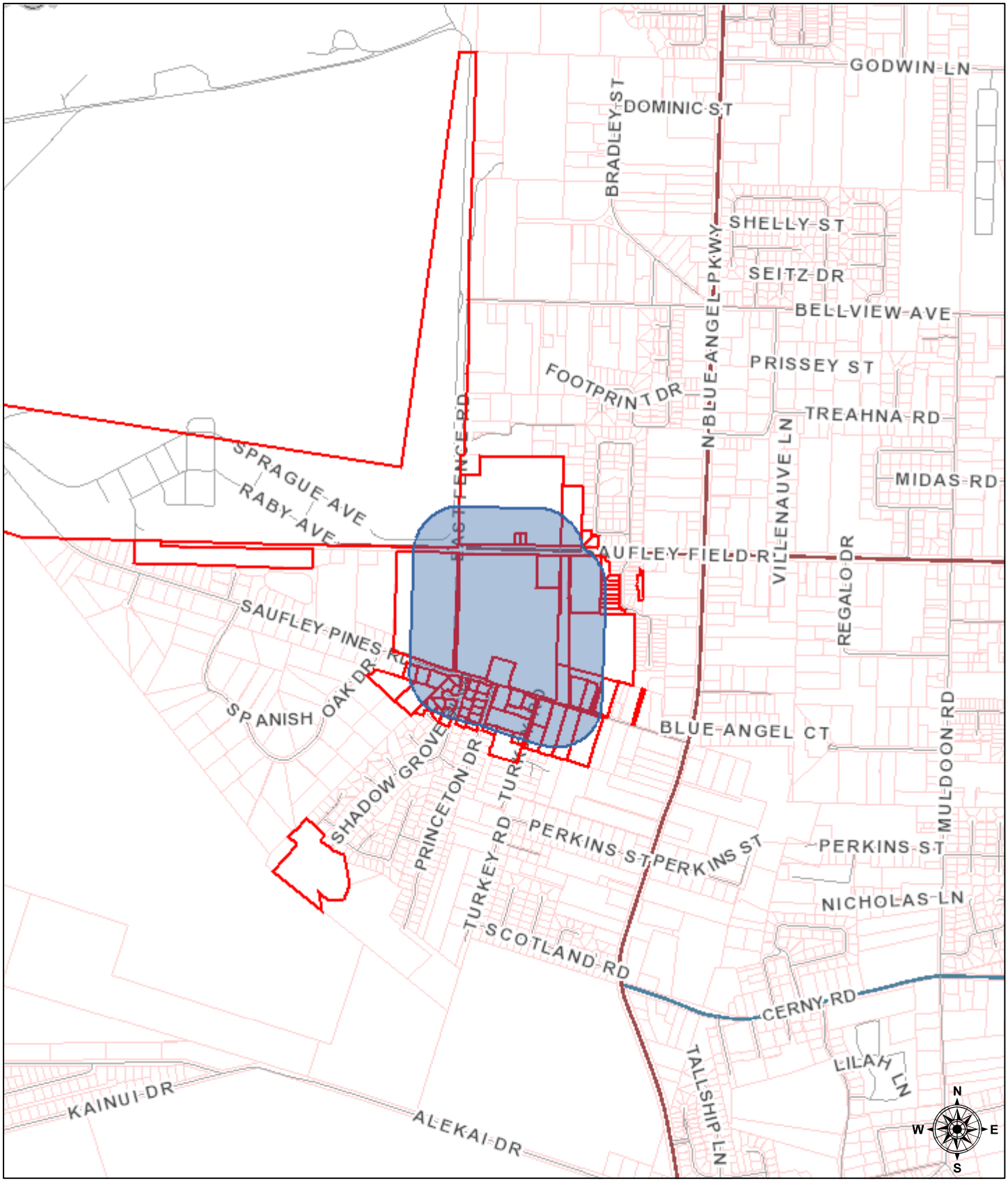
KENNETH J. MONIE PSM #4655
CORPORATE NO. LB 0007919
STATE OF FLORIDA
7/25/16

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

KJM Land Planning, LLC.
Kenneth J. Monie
Professional Surveyor and Mapper
4507 Mobile Highway
Gulf Breeze, 32563
850-436-0202 Fax 850-436-1327

DRAWING NUMBER
16-16851

Mailing List Map



September 12, 2016

1:20,090

0 0.15 0.3 0.6 mi

0 0.275 0.55 1.1 km

polygonLayer

Override 1

polygonLayer

Override 1

Streets

PRINCIPAL ARTERIAL

MINOR ARTERIAL

COLLECTOR

LOCAL ROAD

Parcels

County Outline

Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

2016

MONTGOMERY LEONARD W & PAMELA A
5940 SAUFLEY PINES RD
PENSACOLA, FL 32526

SMITH MELVIN R &
1074 HARBOR LN
GULF BREEZE, FL 32563

APAC-SOUTHEAST INC
PO BOX 385025
BIRMINGHAM, AL 35238

COTTON JAMES A & HELEN E
5888 SAUFLEY PINES RD
PENSACOLA, FL 32526

COTTON BERTIE
4821 BELLVIEW AVE
PENSACOLA, FL 32526

KEICK ANN LOUISE COBB &
7217 TWIN LAKES LN
PENSACOLA, FL 32504

COTTON BRUCE A & KATHERINE P
5880 SAUFLEY PINES RD
PENSACOLA, FL 32526

BOOTH JAMES G
5870 SAUFLEY PINES RD
PENSACOLA, FL 32526

FEDERAL NATIONAL MORTGAGE
ASSOCIATION
PO BOX 650043
DALLAS, TX 75265-0043

COTTON JAMES A &
5888 SAUFLEY PINES RD
PENSACOLA, FL 32526

MCGUFFAN JAMES M &
5860 SAUFLEY PINES RD
PENSACOLA, FL 32526

BOOTH FANE
5870 SAUFLEY PINES RD
PENSACOLA, FL 32526

SUTTON SOLOMON JR
5885 DANDELION LN
PENSACOLA, FL 32526

PARDUE JEFFERY & SHANNON
135 ELBA DR
MOORESVILLE, NC 28115

FAZIO STEVEN SR & TAKAKO
5877 DANDELION LN
PENSACOLA, FL 32526

MERCON RICHARD J & ALEISA L
5873 DANDELION DR
PENSACOLA, FL 32526

ENGEL MATTHEW & JENNIFER
8431 FERLON AVE
PENSACOLA, FL 32526

WILLIAMS KAITLIN L
1716 DONEGAL DR
CANTONMENT, FL 32533-8997

FULLER TIMOTHY J & LORI G
5861 DANDELION LN
PENSACOLA, FL 32526

DRYE BLAINE A
8813 MARSH ELDER DR
PENSACOLA, FL 32526

UNITED STATES GOVERNMENT
DEPT OF NAVY-PENTAGON
WASHINGTON, DC 20301

DUGGER CELIA EST OF
2141 JARROD DR
CANTONMENT, FL 32533

HARVEST OUTREACH INC
PO BOX 17667
PENSACOLA, FL 32522

NALL LOIS HELEN EST OF
9156 BAYVIEW DR
GULF SHORES, AL 36542

UNITED STATES GOVERNMENT
DEPT OF NAVY-PENTAGON
WASHINGTON, DC 20301

SOUTHGATE GREGG V & MOLLIE M
6027 SPANISH OAK DR
PENSACOLA, FL 32526

ANDRES RICHARD D & DIANE E
6029 SPANISH OAK DR
PENSACOLA, FL 32526

RODRIGUEZ JEREMIAH L
729 CANNOCK LOOP
GROVETOWN, GA 30813-6965

LEWIS VICKIE M
5501 SHADOW GROVE BLVD
PENSACOLA, FL 32526

GEE ASHLEY
4475 PACKARD DR
JACKSONVILLE, FL 32246

BAXTER BRAD A
5505 SHADOW GROVE BLVD
PENSACOLA, FL 32526

UMBAUGH THOMAS O & KATHLEEN
1704 MOON GLOW CIR
PENSACOLA, FL 32526

ROSS ALBERT J
5509 SHADOW GROVE BLVD
PENSACOLA, FL 32526

CRUMPLER JOHN R
3458 FESTIVAL DR
PACE, FL 32571

WAGNER RONALD J &
5513 SHADOW GROVE BLVD
PENSACOLA, FL 32526

BERKLEY ARWIN A &
305 MULBERRY LN
MOUTH OF WILSON, VA 24363

WORKMAN REX A
5517 SHADOW GROVE BLVD
PENSACOLA, FL 32526

ERICKSON GEORGE G & SHARON F
5508 SHADOW GROVE BLVD
PENSACOLA, FL 32526

MAHER STEPHEN A & JODIE L
5512 SHADOW GROVE BLVD
PENSACOLA, FL 32526

ZANTHOS NEIL W
5516 SHADOW GROVE BLVD
PENSACOLA, FL 32526

MACIAS GABRIEL & AMY B
PSC 2 # 7832
APO, AE 09012

FITCH CLINTON W
1708 CAHABA CIR
PENSACOLA, FL 32526

PEGUES ANTHONY T
PO BOX 10451
WARNER ROBBINS, GA 31095

ANDERSON DONALD P II & KATHERINE L
5895 SAUFLEY PINES RD
PENSACOLA, FL 32526

ADCOCK EUGENE K & JUANITA
110 BRUTON GAP RD
ATTALLA, AL 35954

KUHLMAN SHANE T W &
5925 SAUFLEY PINES RD
PENSACOLA, FL 32526

PERDUE ROBERT C & PATRICIA A
5945 SAUFLEY PINES RD
PENSACOLA, FL 32526

PERRY DONALD E &
5739 TURKEY RD
PENSACOLA, FL 32526

ROBERTS GEORGE A III & RUTH
5735 TURKEY RD
PENSACOLA, FL 32526

GRAMBO CLIFFORD R GRAMBO AMANDA N
5757 TURKEY RD
PENSACOLA, FL 32526

RAINES RONNIE V & VICKI L
5918 PRINCETON RD
PENSACOLA, FL 32526

SAUFLEY PINES DEVELOPERS INC
PO BOX 6006
PENSACOLA, FL 32503

ANDREW WILLIAM E M &
6001 SAUFLEY PINES RD
PENSACOLA, FL 32526

HILLIARD KIM TRUSTEE &
6007 SAUFLEY PINES RD
PENSACOLA, FL 32526

BACAWAT ROBERT B &
6013 SAUFLEY PINES RD
PENSACOLA, FL 32526

HALL CHARLES
10435 MIDTOWN PKWY # 445
JACKSONVILLE, FL 32246

SHADOW GROVE DEVELOPERS INC
PO BOX 6006
PENSACOLA, FL 32503

DORTCH JIMMY C &
5961 PRINCETON DR
PENSACOLA, FL 325263756

HORNSBY WOODROW J
6160 BEULAH CHURCH RD
PENSACOLA, FL 32526

SMITH RONALD E JR & DENISE M
5949 PRINCETON DR
PENSACOLA, FL 32526

ROGERS RONALD
1620 TOBIAS RD
CANTONMENT, FL 32533

PECK ALEXANDER J
5937 PRINCETON DR
PENSACOLA, FL 32526

EVANS JACK D
5931 PRINCETON DR
PENSACOLA, FL 32526

SIKDER SURUGE &
6216 SUNTAN CIR
PENSACOLA, FL 32526

FARRAR GLENN R & JULIA P
6210 SUNTAN CIR
PENSACOLA, FL 32526

ESCAMBIA COUNTY
221 PALAFOX PL STE 420
PENSACOLA, FL 32502

ESCAMBIA COUNTY
221 PALAFOX PL STE 420
PENSACOLA, FL 32502

ESCAMBIA COUNTY
221 PALAFOX PL STE 420
PENSACOLA, FL 32502

ESCAMBIA COUNTY
221 PALAFOX PL STE 420
PENSACOLA, FL 32502

MILLER GEORGE R JR & RACHEL
5865 SAUFLEY PINES RD
PENSACOLA, FL 32526

BEASLEY CARL L & KIMBERLY M
507 S HERRINGTON ST
GLENNVILLE, GA 304272535

WEEKS DONALD L &
5762 TURKEY RD
PENSACOLA, FL 32526

PARKER DEBRA A &
5885 SAUFLEY PINES RD
PENSACOLA, FL 32526

MEHL HENRY H
5731 TURKEY RD
PENSACOLA, FL 32526

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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CHOSE NOT TO SPEAK

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 10-4-16

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2016-08

OR

Regular Planning Board Meeting

Agenda Item Number/Description:

_____ In Favor X Against

*Name: Katherine Anderson

*Address: 5895 Saufley Pine Rd *City, State, Zip: Pensacola, Fl 32526

Email Address: — Phone: 458-5635

How did you hear about the rezoning case: ☒ Mail ☐ Internet ☐ Sign

Please indicate if you:

☐ would like to be notified of any further action related to the public hearing item.

☒ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 10/4/16

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z-2016-08

OR

Regular Planning Board Meeting
Agenda Item Number/Description: _____

_____ In Favor _____ Against

*Name: Neil Zanthos

*Address: 5516 Shadow Grove Blvd *City, State, Zip: Pensacola FL 32526

Email Address: Zanthoswedding services@Gmail Phone: 205 292-6619

How did you hear about the rezoning case: ☑ Mail ☐ Internet ☐ Sign

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 10-4-16

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z-2016-08

OR

Regular Planning Board Meeting
Agenda Item Number/Description: _____

_____ In Favor X Against

*Name: Glenna Bazinet

*Address: 1012 Gnarly Oaks *City, State, Zip: Pensacola, FL

Email Address: bazooj@cox.net Phone: 850-293-9275

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☒ Sign

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: OCT 4, 2016

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z-2016-08

_____ In Favor X Against

OR

Regular Planning Board Meeting
Agenda Item Number/Description: _____

*Name: RICHARD ANDRES

*Address: 6029 Spanish Oak Dr *City, State, Zip: _____

Email Address: richardandres99@gmail.com Phone: 850-516-7188

How did you hear about the rezoning case: ☒ Mail ☐ Internet ☒ Sign

Please indicate if you:
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Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 10/4

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z-2016-08

OR

Regular Planning Board Meeting
Agenda Item Number/Description: _____

_____ In Favor X Against

*Name: James F. Dougherty

*Address: 6247 Spanish Oak Ct *City, State, Zip: Pensa

Email Address: TANK1949@Bellsouth.net Phone: 456-6855

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☒ Sign

Please indicate if you:

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I wish to SPEAK at this hearing

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 08

Rezoning Quasi-judicial Hearing
Rezoning Case #: _____

OR

Regular Planning Board Meeting
Agenda Item Number/Description: _____

_____ In Favor ✓ Against

*Name: Roger E. Green / Patricia A. Green

*Address: 6066 SPANISH OAK DR *City, State, Zip: Pensa FL 32526

Email Address: PAGreen64@gmail.com Phone: 850 455-7944

How did you hear about the rezoning case: ☑ Mail ☐ Internet ☑ Sign

Please indicate if you:

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☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Did not Speak

Please Print Clearly

Meeting Date: 10-4-2016

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z-2016-08

OR

Regular Planning Board Meeting
Agenda Item Number/Description:

_____ In Favor X Against

*Name: Linda Workman

*Address: 5517 Shadow Grove Blvd Pensacola, FL 32526 *City, State, Zip: 32526

Email Address: _____ Phone: _____

How did you hear about the rezoning case: ☒ Mail ☐ Internet ☒ Sign

Please indicate if you:

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Did not speak

Please Print Clearly

Meeting Date: 10-4-2016

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z-2016-08

OR

Regular Planning Board Meeting
Agenda Item Number/Description: _____

_____ In Favor X Against

*Name: Rex Workman

*Address: 5517 Shadow Grove Blvd *City, State, Zip: Pensacola, FL 32526

Email Address: _____ Phone: _____

How did you hear about the rezoning case: ☒ Mail ☐ Internet ☒ Sign

Please indicate if you:

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Escambia County Planning Board
Public Hearing
Speaker Request Form

I did not speak

Please Print Clearly

Meeting Date: 10-4-16

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z-2016-08

OR

Regular Planning Board Meeting
Agenda Item Number/Description:

_____ In Favor _____ Against

*Name: Edmund (Chip) White

*Address: 6040 Spanish Oak Dr *City, State, Zip: 32526

Email Address: _____ Phone: _____

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☒ Sign

Please indicate if you:
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ESCAMBIA COUNTY, FLORIDA

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Did not speak

Please Print Clearly

Meeting Date: 10-4-16

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z-2016-08

OR

Regular Planning Board Meeting
Agenda Item Number/Description: _____

_____ In Favor ✓ Against

*Name: Vicki Starling

*Address: 48 Elcino Circle *City, State, Zip: Pensacola, Fl 32526

Email Address: vastar55@aol.com Phone: 850 458-6274

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☑ Sign

Please indicate if you:

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Did not speak

Please Print Clearly

Meeting Date: 10/4/14

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z-2014-08

OR

Regular Planning Board Meeting
Agenda Item Number/Description:

_____ In Favor X Against

*Name: JANE WAGENER

*Address: 6281 SAUFLEY PINES *City, State, Zip: 32526

Email Address: _____ Phone: _____

How did you hear about the rezoning case: ☐ Mail ☒ Internet ☒ Sign

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 10/4/16

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z 2016-08

OR

Regular Planning Board Meeting
Agenda Item Number/Description:

_____ In Favor X Against

*Name: Sharon Erickson

*Address: 5508 Shadow Grove Blvd *City, State, Zip: Pensacola Fl 32526

Email Address: _____ Phone: _____

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☑ Sign

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 10-4-16

Rezoning Quasi-judicial Hearing

Rezoning Case #: _____

_____ In Favor _____ Against

OR

Regular Planning Board Meeting

Agenda Item Number/Description:

Z 2016-08

*Name: DIANE WONDERLY

*Address: 5581 SHADOW GROVE *City, State, Zip: 32526

Email Address: dbwonderly@yahoo.com Phone: 850-356-3202

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☑ Sign

Please indicate if you:

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Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 10/4/16

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z-2016-08

OR

Regular Planning Board Meeting
Agenda Item Number/Description:

_____ In Favor ✓ Against

*Name: STEVE WESTON

*Address: 1708 GNARLY OAK Circle *City, State, Zip: Pensacola FL. 32526

Email Address: SWESTO1955@yahoo.com Phone: 850-287-1121

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☑ Sign

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☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

****

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7. During quasi-judicial hearings (i.e., rezonings), conduct is very formal and regulated by Supreme Court decisions. Verbal reaction or applause is not appropriate.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 10-4-16

(B)

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z-2016-08

OR

Regular Planning Board Meeting
Agenda Item Number/Description: Todd Stafford 5700 Block Sanflery Rd

_____ In Favor _____ Against

*Name: Mary Harris

*Address: 5570 Shadow Grove *City, State, Zip: 32526

Email Address: BOB256@COX.NET Phone: 572-3952

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☑ Sign

Please indicate if you:
☑ would like to be notified of any further action related to the public hearing item.
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Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 10/4/16

Rezoning Quasi-judicial Hearing
Rezoning Case #: #Z-2016-08

OR

Regular Planning Board Meeting
Agenda Item Number/Description:

____ In Favor X Against

*Name: Virginia Barrett

*Address: 1712 Shadetree Circle *City, State, Zip: Pensacola FL

Email Address: virgewbarrett@gmail.com Phone: 850-542-4771

How did you hear about the rezoning case: ☒ Mail ☐ Internet ☐ Sign

Please indicate if you:
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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 4 OCT 2016

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z-2016-08

OR

Regular Planning Board Meeting
Agenda Item Number/Description: _____

_____ In Favor X Against

*Name: STEVEN BARRETT

*Address: 1712 SHADE TREE CIR *City, State, Zip: 32526

Email Address: XMOLLY KILLERX@YAHOO.COM Phone: _____

How did you hear about the rezoning case: ☒ Mail ☐ Internet ☐ Sign

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 10-4-2016

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z-2016-08

OR

Regular Planning Board Meeting
Agenda Item Number/Description:

____ In Favor X Against

*Name: Janet Lynn Webster

*Address: 1708 Gnarly Oaks *City, State, Zip: Pensacola 32526

Email Address: onewebster@Gmail.com Phone: 8505012420

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☒ Sign

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Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 10/4/2016

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z-2016-08

OR

Regular Planning Board Meeting
Agenda Item Number/Description:

_____ In Favor X Against

*Name: JAMES D PHILLIPS

*Address: 5528 SHADOW GROVE BLVD *City, State, Zip: Pensacola, FL, 32526

Email Address: _____ Phone: _____

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Speaker Request Form

Please Print Clearly

Meeting Date: 10/4/16

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z 2016-08

OR

Regular Planning Board Meeting
Agenda Item Number/Description: _____

X In Favor _____ Against

*Name: TODD STAFFORD

*Address: 5805 SAUFLEY FIELD RD *City, State, Zip: 32526

Email Address: _____ Phone: _____

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☑ Sign

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 10/4/2016

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z-2016-08

OR

Regular Planning Board Meeting
Agenda Item Number/Description:

____ In Favor X Against

*Name: CHARLENE DEHART

*Address: 6276 SAUFLEY PINES RD *City, State, Zip: PENSACOLA FL 32526

Email Address: CHARDEH@COX.NET Phone: 850 607-7300

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☒ Sign

Please indicate if you:

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Escambia County Planning Board
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Speaker Request Form

Please Print Clearly

Meeting Date: 10/4/16

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z 2016 08

OR

Regular Planning Board Meeting
Agenda Item Number/Description: _____

✓ In Favor _____ Against

*Name: DAVID FITZPATRICK

*Address: 10250 N Palafox St *City, State, Zip: PENSACOLA FL 32534

Email Address: _____ Phone: _____

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

Please indicate if you:

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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11512 **Growth Management Report** **9. 8.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 01/05/2017
Issue: 5:50 p.m. - Amendment to the Official Zoning Map
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

5:50 p.m. - A Public Hearing for Consideration of 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 October 4, 2016, and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

BACKGROUND:

Rezoning case Z-2016-08 was heard by the Planning Board on October 4, 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 the October 4, 2016, rezoning case.

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 2017-_____

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-2016-08**
Address:	5700 BLK Saufley Field Road
Property Reference No.:	02-2S-31-3000-002-002
Property Size:	32 (+/-) acres
From:	HC/LI, Heavy Commercial and Light Industrial district (25 du/acre, lodging unit density not limited by zoning)
To:	MDR, Medium Density Residential district (10 du/acre)
FLU Category:	MU-S, Mixed-Use Suburban

Section 2. Severability.

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

Section 3. Inclusion in Code.

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

Section 4. Effective Date.

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

DONE AND ENACTED by the Board of County Commissioners of

Escambia County Florida, this _____day of _____, 2017.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
D. B. Underhill, 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-11513 **Growth Management Report** **9. 9.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 01/05/2017
Issue: 5:51 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the LDC Chapter 3, Zoning Regulations and Chapter 6, Definitions
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

5:51 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the LDC Chapter 3, Zoning Regulations and Chapter 6, Definitions

That the Board of County Commissioners (BCC) adopt an Ordinance amending the Land Development Code (LDC) Chapter 3, Zoning Regulations, Article 1, General Provisions, adding Section 3-1.4(J) "Compassionate Use of Low-THC Cannabis" as an Allowed Use; amending Article 2, Mainland Districts, and Article 4 Perdido Key Districts, adding "Low-THC Marijuana Dispensing Facilities" as a permitted use in specified districts; and amending Chapter 6, Definitions, to define necessary terms related to Low-THC Marijuana Dispensing Facilities.

This is the second of two required public hearings.

BACKGROUND:

Section 381.986, Florida Statutes (2016), and Florida Administrative Code Chapter 64-4 authorize a limited number of dispensing organizations throughout the State of Florida to cultivate, process, and dispense low-tetrahydrocannabinol (low-THC) cannabis and medical cannabis for use by qualified patients suffering from cancer, terminal conditions, and certain chronic conditions. The dispensing organizations must be approved by the Florida Department of Health, and once approved, are subject to state regulation and oversight. The Escambia Board of County Commissioners directed staff to amend the Land Development Code to identify specific zoning districts within Escambia County to allow marijuana dispensing facilities as a permitted use and also to include related terms and definitions.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

The attached Ordinance has been reviewed and approved for legal sufficiency by Meredith D. Crawford, Assistant County Attorney. Any recommended legal comments are attached herein.

PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

The proposed Ordinance is consistent with the Board's goal "to increase citizen involvement in, access to, and approval of, County government activities."

IMPLEMENTATION/COORDINATION:

This Ordinance, amending the LDC, will be filed with the Department of State following adoption by the board.

Implementation of this Ordinance will consist of an amendment to the LDC and distribution of a copy of the adopted Ordinance to interested citizens and staff.

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

Attachments

Voting Data for Amendment 2

Draft Ordinance

Clean Ordinance

Kayla R. Meador

From: Horace L Jones
Sent: Thursday, December 01, 2016 3:01 PM
To: Kayla R. Meador
Cc: Judy H. Witterstaeter; Angela D. Crawley
Subject: FW: Escambia County Amendment 2
Attachments: EscambiaPrecinct.docx; ATT00001.htm

Kayla

Please get with Judy on this to be done. Please include with the attachment

---

From: Jack R. Brown
Sent: Thursday, December 01, 2016 2:37 PM
To: Amy L. Lovoy; Horace L Jones; Alison A. Rogers; Dianne C. Simpson; Angela D. Crawley; Judy H. Witterstaeter
Cc: District3
Subject: Fwd: Escambia County Amendment 2

Staff,

Please ensure that the attached document is the included for all discussions regarding marijuana per I'm. Underhill's request. Thanks, Jack

Jack Brown - Sent from my iPhone

Begin forwarded message:

> **From:** Doug Underhill <DBUNDERHILL@co.escambia.fl.us>
> **Date:** December 1, 2016 at 10:20:29 AM EST
> **To:** "Jack R. Brown" <jrbrown@co.escambia.fl.us>
> **Subject: Fwd: Escambia County Amendment 2**
>
> Jack,
> Please ensure this information is included as backup to any future discussions on MMJ.
> D2
>
> Sent from my iPad
>
> Begin forwarded message:
>
> > **From:** "Jonathan L. Owens" <JLOWENS@co.escambia.fl.us>
> > **Date:** December 1, 2016 at 7:32:32 AM EST
> > **To:** Doug Underhill <DBUNDERHILL@co.escambia.fl.us>
> > **Subject: Fwd: Escambia County Amendment 2**
> >
> > Sent from my iPhone
> >
> > Begin forwarded message:

From: Thomas Griffin <tgriffin@smithbryanandmyers.com>
Date: November 30, 2016 at 1:26:49 PM EST
To: "Jonathan L. Owens" <JLOWENS@co.escambia.fl.us>
Subject: Escambia County Amendment 2

Jonathan,

Good talking with you yesterday. I hope you guys made it to Orlando safely. I've pulled some Voting data for Escambia County re Amendment 2. In Escambia, Amendment 2 passed with with 72.16% of the vote (consistent with statewide voter approval). 109,386—Yes, 42,210—No. We do not have a breakdown by party registration, but I have attached a breakdown of votes by precinct to help you guys get a sense of how the county voted on the issue. We look forward to working with you in the future.

Thanks,
Tom

Thomas Griffin
Smith, Bryan & Myers
311 East Park Avenue
Tallahassee, FL 32301
850.224.5081 – Office
561.891.7122 – Cell

Precinct	Yes	No
PRECINCT 1	2,819	329
PRECINCT 3	2,242	315
PRECINCT 5	1,960	374
PRECINCT 6	1,116	175
PRECINCT 7	3,519	623
PRECINCT 11	698	156
PRECINCT 14	1,347	146
PRECINCT 15	1,867	233
PRECINCT 18	369	72
PRECINCT 19	2,484	473
PRECINCT 21	1,692	239
PRECINCT 22	591	83
PRECINCT 23	504	116
PRECINCT 24	2,135	365
PRECINCT 25	805	198
PRECINCT 26	3,777	499
PRECINCT 28	1,517	213
PRECINCT 29	901	137
PRECINCT 30	1,558	345
PRECINCT 31	1,115	197
PRECINCT 32	350	56
PRECINCT 33	774	136
PRECINCT 34	1,490	211
PRECINCT 35	1,453	245
PRECINCT 36	1,935	320
PRECINCT 38	2,534	432
PRECINCT 40	991	244
PRECINCT 41	1,457	229
PRECINCT 42	1,882	395
PRECINCT 43	4,167	695
PRECINCT 46	1,648	387
PRECINCT 47	837	115
PRECINCT 48	929	128
PRECINCT 49	1,144	155
PRECINCT 50	360	69
PRECINCT 51	2,170	320
PRECINCT 54	1,455	223
PRECINCT 55	1,336	199
PRECINCT 56	1,061	143

Precinct	Yes	No
PRECINCT 58	670	157
PRECINCT 60	588	81
PRECINCT 61	1,687	213
PRECINCT 62	2,001	255
PRECINCT 63	660	111
PRECINCT 64	1,661	299
PRECINCT 67	3,605	470
PRECINCT 68	1,465	192
PRECINCT 69	2,574	346
PRECINCT 70	1,753	250
PRECINCT 71	1,087	162
PRECINCT 72	528	115
PRECINCT 73	2,400	316
PRECINCT 74	3,505	649
PRECINCT 75	2,480	276
PRECINCT 77	1,189	161
PRECINCT 80	670	111
PRECINCT 82	539	63
PRECINCT 83	1,460	167
PRECINCT 86	1,882	247
PRECINCT 88	1,431	188
PRECINCT 90	860	87
PRECINCT 91	3,400	502
PRECINCT 94	1,785	393
PRECINCT 95	1,311	199
PRECINCT 97	1,162	226
PRECINCT 98	2,058	280
PRECINCT 99	981	112
PRECINCT 101	1,265	184
PRECINCT 102	1,639	241
PRECINCT 103	1,349	142
PRECINCT 104	1,276	165
PRECINCT 105	2,915	382
PRECINCT 106	1,212	180
PRECINCT 107	2,708	447
PRECINCT 108	2,327	351
PRECINCT 110	1,552	280
PRECINCT 111	1,981	357
PRECINCT 112	4,234	676
PRECINCT 113	951	141

ORDINANCE NUMBER 2017-_____

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, ZONING REGULATIONS, ARTICLE 1, GENERAL PROVISIONS, ADDING SECTION 3-1.4 (J) "COMPASSIONATE USE OF LOW-THC CANNABIS" AS AN ALLOWED USE; AMENDING ARTICLE 2, MAINLAND DISTRICTS, ARTICLE 4, PERDIDO KEY DISTRICTS, ADDING "LOW-THC MARIJUANA DISPENSING FACILITIES" AS A PERMITTED USE IN SPECIFIED DISTRICTS; AMENDING CHAPTER 6, DEFINITIONS TO DEFINE NECESSARY TERMS RELATED TO LOW-THC MARIJUANA DISPENSING FACILITIES; 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, Section 381.986, Florida Statutes (2014), and Florida Administrative Code Chapter 64-4 authorize a limited number of dispensing organizations throughout the State of Florida to cultivate, process, and dispense low-tetrahydrocannabinol (low-THC) cannabis for use by qualified patients. The dispensing organizations must be approved by the Florida Department of Health and, once approved, are subject to state regulation and oversight; and

WHEREAS, Section 381.986, Florida Statutes (2016), mandates all matters regarding the regulation of the cultivation and processing of low-THC cannabis by dispensing organizations are preempted to the State; and

WHEREAS, Section 381.986, Florida Statutes (2016), directs that a county may determine by ordinance the criteria for the number and location of, and other permitting requirements that do not conflict with state law or department rule, for all dispensing facilities of dispensing organizations located within its boundaries; and

WHEREAS, the Escambia Board of County Commissioners directed staff to amend the Land Development Code to identify specific zoning districts within Escambia County to allow low-THC marijuana dispensing facilities as a permitted use and also to include related terms and definitions;

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, Zoning Regulations, Article 1, General Provisions, Sections 3-1.4 Allowed Uses, is 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, Chapter 3, Zoning Regulations, Article 2, Mainland Districts, Sections 3-2.2, 3-2.4, 3-2.6, 3-2.9, 3-2.10, and 3-2.11, 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, Chapter 3, Zoning Regulations, Article 4 Perdido Key Districts, Sections 3-4.5, 3-4.6 and 3-4.7 are hereby amended as shown in attached **Exhibit C**, (words underlined are additions and words ~~stricken~~ are deletions), which is incorporated herein by reference.

Section 4. Part III of the Escambia County code of Ordinances, the Land Development Code of Escambia County, Chapter 6, Definitions, Section 6-0.3 Terms defined, are hereby amended created as shown in attached **Exhibit D**, (words underlined are additions and words ~~stricken~~ are deletions), which is incorporated herein by reference

Section 5. 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 6. 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 (2016), 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.

DRAFT

<u>Section 7.</u> Effective date.

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

DONE AND ENACTED this ____ day of _____, 2017.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
D. B. Underhill Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

DRAFT

Attachment A

Sec. 3-1.4 Allowed uses.

(a) Generally. The uses of land and structures are limited to those identified within the applicable zoning district as "permitted uses" or "conditional uses," and to their valid accessory uses, unless other uses are secured through applicable vesting and nonconformance or temporary use provisions of the LDC. Uses not so identified or secured are prohibited, and the conducting of any prohibited use is a violation of the LDC punishable as provided by law and ordinance. The burden is on the landowner, not the county, to show that a use is allowed. Even when allowed, uses are subject to the general development standards of Chapter 5 and the use and location regulations established in Chapter 4.

(b) Conditional uses. The identification of a use as conditional within a zoning district is an indication that, given certain existing or imposed conditions, the use may be appropriate for some locations in that district. The appropriateness of the use is determined through discretionary county review of an applicant's demonstration that specific conditions will assure compatibility with surrounding uses. Conditions applicable to all conditional uses are established in the conditional use process provisions of Chapter 2. Additional conditions applicable to a specific use may be established by the LDC where the conditional use is established.

(c) Accessory uses and structures. Uses and structures accessory to permitted uses and approved conditional uses are allowed as prescribed by the supplemental use regulations of Chapter 4 unless otherwise prohibited by the applicable zoning district. Where more than one zoning district applies to a parcel, an accessory use or structure may not be established in one zoning district to serve a primary use in the other district if the principal use is not allowed in the district in which the accessory use is located.

(d) Single-family dwellings. A single-family dwelling as the principal use for an existing lot of record is a conforming use regardless of the zoning district or future land use category. A building permit may be issued for such a dwelling on any nonconforming lot of record if the dwelling complies with all other applicable regulations.

(e) Mix of uses. Unless clearly indicated otherwise in the LDC, the identification of multiple permitted or conditionally permitted uses within a zoning district allows any mix of those uses within an individual development, parcel, or building, regardless of any designation or other characterization of the district as mixed-use. A mix of uses generally does not modify the development standards and regulations applicable to any individual use within the mix.

(f) Classifying uses. Classifying a particular land use is the discretionary process of determining whether the use is one already identified in the LDC as allowed by right (permitted use) or by special approval (conditional use).

(1) Information. The Planning Official, or Board of Adjustment (BOA) on appeal, shall obtain the information necessary to accurately classify a use. At a

Attachment B

Article 2 Mainland Districts

Sec. 3-2.1 Purpose of article.

This article establishes the zoning districts that apply to all areas of the county under the jurisdiction of the Board of County Commissioners (BCC), except Perdido Key and Santa Rosa Island. Each district establishes its own permitted and conditional land uses, site and building requirements, and other provisions consistent with the stated purposes of the district. District provisions are subject to all other applicable provisions of the LDC and may be modified by the requirements of overlay districts as prescribed in Article 3.

Sec. 3-2.2 Agricultural district (Agr).

(a) Purpose. The Agricultural (Agr) district establishes appropriate areas and land use regulations for the routine agricultural production of plants and animals, and such related uses as silviculture and aquaculture. The primary intent of the district is to avoid the loss of prime farmland to other uses, its division into smaller parcels of multiple owners, and other obstacles to maintaining or assembling sufficient agricultural acreage for efficient large-scale farming. Other than agricultural production, non-residential uses within the Agricultural district are generally limited to rural community uses that directly support agriculture, and to public facilities and services necessary for the basic health, safety, and welfare of a rural population. The absence of urban or suburban infrastructure is intentional. Residential uses within the district are largely self-sustaining, consistent with rural land use and limited infrastructure. Single-family dwellings are allowed at a very low density sufficient for the needs of the district's farm-based population.

(b) Permitted uses. Permitted uses within the Agricultural district are limited to the following:

(1) Residential.

a. Manufactured (mobile) homes, excluding new or expanded manufactured home parks or subdivisions.

b. Single-family dwellings (other than manufactured homes), detached only. Maximum single-family lot area within any proposed subdivision of 100 acres or more of prime farmland shall be one and one-half acres. See also conditional uses in this district.

(2) Retail sales.

a. <u>Low-THC marijuana dispensing facilities. Where ancillary to cultivation or processing, dispensing of low-THC marijuana shall also be permitted in the Agr Zoning district .</u>

b. No other retail sales except as permitted agricultural and related uses in this district.

Sec. 3-2.4 Rural Mixed-use district (RMU).

(a) Purpose. The Rural Mixed-use (RMU) district establishes appropriate areas and land use regulations for a mix of low density residential uses and compatible nonresidential uses within areas that have historically developed as rural or semi-rural communities. The primary intent of the district is to sustain these communities by allowing greater residential density, smaller residential lots, and a more diverse mix of non-residential uses than the Agricultural or Rural Residential districts, but continue to support the preservation of agriculturally productive lands. The RMU district allows public facilities and services necessary for the health, safety, and welfare of the rural mixed-use community, and other non-residential uses that are compact, traditionally neighborhood supportive, and compatible with rural community character. District communities are often anchored by arterial and collector streets, but they are not characterized by urban or suburban infrastructure. Residential uses are generally limited to detached single-family dwellings, consistent with existing rural communities and limited infrastructure.

(b) Permitted uses. Permitted uses within the RMU district are limited to the following:

(1) Residential.

a. Manufactured (mobile) homes, excluding new or expanded manufactured home parks or subdivisions.

b. Single-family dwellings (other than manufactured homes), detached only, on lots one half acre or larger. See also conditional uses in this district.

(2) Retail sales. The following small-scale (gross floor area 6000 sq.ft. or less per lot) retail sales with no outdoor storage:

a. Automotive fuel sales.

b. Convenience stores.

c. Drugstores.

d. Grocery or food stores, including bakeries and butcher shops whose products are prepared and sold on the premises.

e. Hardware stores.

f. <u>Low-THC marijuana dispensing facilities.</u>

See also permitted agricultural and related uses and conditional uses in this district.

Sec. 3-2.6 Low Density Mixed-use district (LDMU).

(a) Purpose. The Low Density Mixed-use (LDMU) district establishes appropriate areas and land use regulations for a complementary mix of low density residential uses and compatible non-residential uses within mostly suburban areas. The primary intent of the district is to provide for a mix of neighborhood-scale retail sales, services and professional offices with greater dwelling unit density and diversity than the Low Density Residential district. Additionally, the LDMU district is intended to rely on a pattern of well-connected streets and provide for the separation of suburban uses from more dense and intense urban uses. Residential uses within the district include most forms of single-family, two-family and multi-family dwellings.

(b) Permitted uses. Permitted uses within the LDMU district are limited to the following:

(1) Residential.

a. Manufactured (mobile) homes within manufactured home parks or subdivisions, including new or expanded manufactured home parks and subdivisions.

b. Single-family dwellings (other than manufactured homes), attached or detached, including townhouses and zero lot line subdivisions.

c. Two-family dwellings (duplex) and multi-family dwellings up to four units per building (triplex and quadruplex). See also conditional uses in this district.

(2) Retail sales. Small-scale (gross floor area 6000 sq. ft. or less per lot) retail sales, or retail sales within a neighborhood retail center no greater than 35,000 square feet per lot and containing a mix of retail sales and services. Retail sales including, Low-THC marijuana dispensing facilities, sales of beer and wine, but excluding sales of liquor or motor vehicles, and exclude permanent outdoor storage, display, or sales.

See also conditional uses in this district.

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.

(b) Permitted uses. Permitted uses within the HDMU district are limited to the following:

(1) Residential. The following residential uses are allowed throughout the district, but if within a Commercial (C) future land use category they are permitted only if part of a predominantly commercial development.

a. Group living, excluding dormitories, fraternity and sorority houses, and residential facilities providing substance abuse treatment, post-incarceration reentry, or similar services.

b. Manufactured (mobile) homes, including manufactured home subdivisions, but excluding new or expanded manufactured home parks. **c.** Single-family dwellings (other than manufactured homes), detached or attached, including townhouses and zero lot line subdivisions. d. Two-family and multi-family dwellings. See also conditional uses in this district.

(2) Retail sales. Small-scale (gross floor area 6000 sq.ft. or less per lot) retail sales including <u>Low-THC marijuana dispensing facilities</u>, sales of beer and wine, but excluding sales of liquor, automotive fuels, or motor vehicles, and excluding permanent outdoor storage, display, or sales.

See also conditional uses in this district.

Sec. 3-2.10 Commercial district (Com).

(a) Purpose. The Commercial (Com) district establishes appropriate areas and land use regulations for general commercial activities, especially the retailing of commodities and services. The primary intent of the district is to allow more diverse and intense commercial uses than the neighborhood commercial allowed within the mixed-use districts. To maintain compatibility with surrounding uses, all commercial operations within the Commercial district are limited to the confines of buildings and not allowed to produce undesirable effects on surrounding property. To retain adequate area for commercial activities, new and expanded residential development within the district is limited, consistent with the Commercial (C) future land use category.

(b) Permitted uses. Permitted uses within the Commercial district are limited to the following:

(1) Residential. The following residential uses are allowed throughout the district, but if within the Commercial (C) future land use category they are permitted only if part of a predominantly commercial development:

a. Group living, excluding dormitories, fraternity and sorority houses, and residential facilities providing substance abuse treatment, post-incarceration reentry, or similar services.

b. Manufactured (mobile) homes, including new or expanded manufactured home parks or subdivisions.

c. Single-family dwellings (other than manufactured homes), detached or attached, including townhouses and zero lot line subdivisions.

d. Two-family and multi-family dwellings. See also conditional uses in this district.

(2) Retail sales. Retail sales including, Low-THC marijuana dispensing facilities, sales of alcoholic beverages and automotive fuels, but excluding motor vehicle sales and permanent outdoor storage.

See also conditional uses in this district.

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.

(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 <u>Low-THC marijuana dispensing facilities,</u> sales of alcoholic beverages, sales of automotive fuels, and sales of new and used automobiles, motorcycles, boats, ~~and~~ manufactured (mobile) homes.

minimum, the applicant shall describe in writing the nature of the use and the county shall utilize public records, site investigations and other reliable sources of information, including the *Land-Based Classification Standards* of the American Planning Association and the *North American Industry Classification System* (NAICS) of the U.S. Department of Commerce.

(2) Rules for classification. Classifying a use is not specific to any individual site, project or applicant, but shall be appropriate and valid for all occasions of the use. Use classification shall be guided by Chapter 1 provisions for interpreting the LDC and the following rules:

a. If a use is defined in the LDC, that definition shall be applied to the classification.

b. The reviewing authority shall not read an implied prohibition of a particular use into a classification.

c. Classification is limited to giving meaning to the uses already allowed within the applicable zoning district. No policy determinations shall be made on what types of uses are appropriate within the district.

d. When the use regulations are ambiguous, the purpose and intent of the zoning district and the nature of the uses allowed within it shall be considered.

e. Classification is not based on the proximity of the proposed use to other uses.

f. The use or activity determines the classification, not property ownership, persons carrying out the use or activity, or other illegitimate considerations.

g. Generally, the function rather than the form of a structure is relevant to its classification.

(3) Determinations. All classifications determined by the Planning Official shall be recorded to ensure consistency with future classifications. A use not determined to be one specifically identified in the LDC as permitted or conditionally permitted may be proposed to the Planning Board for consideration of subsequent zoning district use amendment.

(g) Temporary uses and structures. Temporary uses and structures are allowed as prescribed by the supplemental use regulations of Chapter 4 unless otherwise modified or prohibited by the applicable zoning district.

(h) Outdoor storage. Outdoor storage is allowed as prescribed by the supplemental use regulations of Chapter 4 unless modified or prohibited by the applicable zoning district.

(i) Subdivision. The subdivision of land to accommodate the permitted uses or approved conditional uses of the applicable zoning district is allowed as

prescribed by the standards of Chapter 5 unless otherwise prohibited by the district.

(j) **Compassionate use of low-THC cannabis**. Section 381.986, Florida Statutes (2014), and Florida Administrative Code Chapter 64-4 authorize a limited number of dispensing organizations throughout the State of Florida to cultivate, process, and dispense low-tetrahydrocannabinol (low-THC) cannabis for use by qualified patients. The dispensing organizations must be approved by the Florida Department of Health and, once approved, are subject to state regulation and oversight.

(1) Intent. The intent of this article is to establish the criteria for the location and permitting of facilities that dispense low-THC cannabis by State authorized dispensing organizations in accordance with Section 381.986, Florida Statutes (2014) and Florida Administrative Code Chapter 64-4.

(2) Applicability. The provisions of this section shall be applicable in the unincorporated areas of Escambia County. This section shall only be construed to allow the dispensing of low-THC cannabis by a state-approved dispensing organization for medical use. The sale of cannabis or marijuana is prohibited in Escambia County except in accordance with this provision.

This provision does not exempt a person from prosecution in any criminal offense related to impairment or intoxication resulting from the medical use of low-THC cannabis or medical cannabis or relieve a person from any requirement under law to submit to a breath, blood, urine, or other test to detect the presence of a controlled substance.

Attachment C

Article 4 Perdido Key districts.

Sec. 3-4.1 Purpose of article. This article establishes the zoning districts that apply to all areas of Perdido Key under the jurisdiction of the BCC. Each district establishes its own permitted and conditional land uses, site and building requirements, and other provisions consistent with the stated purposes of the district, the adopted Perdido Key Master Plan and the Mixed-Use Perdido Key (MU-PK) future land use category. In addition to the dwelling and lodging unit density limits of MU-PK, district provisions are subject to all other applicable provisions of the LDC and may be modified by the requirements of the Perdido Key Towncenter Overlay (PK-OL) district as prescribed in Article 3.

Sec. 3-4.5 Commercial district, Perdido Key (Com-PK).

(a) Purpose. The Commercial district (Com-PK) establishes appropriate areas and land use regulations primarily for the retailing of commodities and selected services. The regulations are intended to permit and encourage essential neighborhood commercial uses while protecting nearby residential properties from adverse impacts of commercial activity.

(b) Permitted uses. Permitted uses within the Com-PK district are limited to the following:

(1) Residential.

a. Single-family dwellings, attached or detached, including townhouses but excluding manufactured (mobile) homes.

b. Two-family and multi-family dwellings.

(2) Retail sales. Retail sales, <u>including Low-THC marijuana dispensing facilities</u>, excluding outdoor display or sales. Sales of alcoholic beverages shall be at least 100 feet from any residential zoning district (LDR-PK, MDR-PK, and HDR-PK) as measured between the exterior wall of the store and the boundary of the residential zoning.

Sec. 3-4.6 Commercial Core district, Perdido Key (CC-PK).

(a) Purpose. The Commercial Core (CC-PK) district establishes appropriate areas and land use regulations primarily for intense residential development and retailing of resort-related commodities and services. The regulations are intended to permit and encourage mixed-use development, including residential and lodging uses at high densities, and commercial uses associated with resort areas.

(b) Permitted uses. Permitted uses within the CC-PK district are limited to the following:

(1) Residential.

a. Single-family dwellings, attached or detached, including townhouses but excluding manufactured (mobile) homes. b. Two-family and multi-family dwellings.

(2) Retail sales. Retail sales, <u>including Low-THC marijuana dispensing facilities,</u> excluding outdoor display or sales. Sales of alcoholic beverages shall be at least 100 feet from any residential zoning district (LDR-PK, MDR-PK, and HDR-PK) measured as the shortest distance between any exterior wall of the store and the boundary line of the residential zoning.

Sec. 3-4.7 Commercial Gateway district, Perdido Key (CG-PK).

(a) Purpose. The Commercial Gateway (CG-PK) district establishes appropriate areas and lands use regulations for gateways into Perdido Key. The intent is to provide an identity to the Key as a visually attractive, family style, resort community. The district is characterized by resort-related commercial uses, including hotels and motels, as well as high density residential development.

(b) Permitted uses. Permitted uses within the CG-PK district are limited to the following:

(1) Residential.

a. Single-family dwellings, attached or detached, including townhouses but excluding manufactured (mobile) homes.

b. Two-family and multi-family dwellings.

(2) Retail sales. Retail sales, <u>including Low-THC marijuana dispensing facilities,</u> excluding outdoor display or sales. Sales of alcoholic beverages shall be at least 100 feet from any residential zoning district (LDR-PK, MDR-PK, and HDR-PK) measured as the shortest distance between any exterior wall of the store and the boundary line of the residential zoning.

Attachment D

Sec. 6-0.3 Terms defined.

As used within the LDC, the following terms have the meanings established here:

- D -

Day care. The provision of care, protection, and supervision for children or adults on a regular basis away from their primary residence. Care is typically provided to a given individual for fewer than 18 hours each day, although the day care facility may be open 24 hours each day. See "Adult day care center" and "Child care facility."

dBA. The unit of filtered or corrected noise level measured in accordance with the a weighted scale to more closely replicate the sound frequency response of the human ear and measuring approximately the relative "noisiness" or "annoyance" of common sounds.

Decibel (dB). A standard unit for measuring the relative loudness of sound, or sound pressure, and approximately equal to the smallest degree of difference of that loudness or pressure ordinarily detectable by the human ear.

De minimis. A level of risk that is too small to be concerned with, or a difference that is too small to matter or be taken into consideration. For the purposes of services provided by public facilities having established level of service (LOS) standards, the term "de minimis" refers to a negligible or insignificant demand by a use on a level of service that generally allows the use to be considered concurrent for that facility.

Density. An objective measure of development used to quantify population per unit of land, such as people, dwelling units, or lodging units per acre. The term "density" refers to units per gross acre unless other measures or units are clearly indicated.

Developer. An applicant, builder, contractor, landowner, subdivider, or other person who undertakes development activities regulated by the LDC.

Development. The carrying out of any building activity or mining operation, the making of any material change in the use or appearance of any structure or land, or the dividing of land into three or more parcels (subdivision). The term "development" does not involve the use of land for bona fide agricultural or silvicultural purposes, including growing crops, trees, and other agricultural or forestry products, or raising livestock. Other specific activities or uses involving or excluded from development are defined in Florida Statutes (Ch. 380). For the purposes of floodplain management, development means any man-made change to improved or unimproved real estate, including buildings or other structures, tanks, temporary structures, temporary or permanent storage of equipment or materials, mining, dredging, filling, grading, paving, excavations, drilling operations or any other land disturbing activities.

Development agreement. An agreement between a developer and the county for development approval or any other purpose according to Florida Statutes, the Comprehensive Plan, and the LDC, and in a form approved by the county.

Development approval. Written authorization from the county permitting development subsequent to a demonstration of compliance with the provisions of the LDC and the Comprehensive Plan by the applicant for development approval.

Development, multi-family. Development in which any combination of single-family, two-family, or multi-family dwellings provide three or more dwelling units on a single lot.

Development, single-family. Development in which only one single-family dwelling is allowed per lot, attached or detached, except where an accessory dwelling unit is allowed with the principal single-family dwelling.

Development, two-family. Development in which only two single-family dwellings or one two-family dwelling is allowed per lot. Development order. Any order granting, denying, or granting with conditions an application for a building permit, site development, subdivision, rezoning, certification, variance, conditional use, or any other official action of the county having the effect of permitting the development of land.

Development parcel. A lot of record, or a conforming lot verified according to the lot conformance verification process of the LDC, or a lot created in compliance with the family conveyance provisions of the LDC, or any number of such lots, contiguous and in single ownership or under unified control for the purposes of development.

Diameter at breast height (DBH). A standard measure of tree trunk diameter in inches applicable to established trees and measured four and one-half feet above the surface of the ground at the base of the tree. For trees that lean, grow on slopes, fork at or below DBH height, are multi-trunked, or present other difficulties in measurement, DBH shall be determined according to International Society of Arboriculture (ISA) standards. See “Caliper” for the appropriate measure of newly planted and nursery stock trees.

Dispensing organization. An organization approved by the State to cultivate, process, transport and dispense low-THC cannabis.

Direct disposition. The cremation of human remains without preparation of the remains by embalming and without any attendant services or rites such as funeral or graveside services or the making of arrangements for such final disposition. Directional sign. See "Informational sign."

- J, K & L -

Junkyard. See “Salvage yard.” Kennel. A facility in which domestic animals not owned by the owner or occupant of the facility are housed, boarded, or trained for a fee or compensation, or where domestic animals are bred or raised for sale. A kennel may include grooming incidental and subordinate to the principal use, but not activities accessory to agricultural use.

Kindergarten. An educational facility that provides academic instruction to children in preparation for admittance to elementary school first grade, and as further defined by Florida Statutes. Laboratory. A facility for scientific research, analysis, investigation, testing or experimentation, but not for the manufacture or sale of products.

Land clearing. The act of removal or destruction of trees, brush, and other vegetative cover on a site, but not including normal cultivation associated with agricultural operations, or mowing, pruning, or other routine landscaping or lawn maintenance activities.

Land clearing debris. Rocks, soils, and trees and other vegetative matter that normally results from land clearing or site development operations, but not including waste from landscape maintenance, right-of-way or easement maintenance, farming operations, nursery operations, or any other sources not directly related to the land clearing or site development.

Land Development Code (LDC). The Land Development Code of Escambia County, Florida (Part III, Escambia County Code of Ordinances) as the assembled land development regulations of the county prepared by the local planning agency and adopted by the Board of County Commissioners according to Florida Statutes.

Land disturbance. Any activity involving the clearing, cutting, excavating, filling, or grading of land, or any other activity that alters land topography or vegetative cover. Landfill. A disposal facility that requires state permitting and engineered environmental protection systems for the placement of wastes. Landfills do not include land-spreading sites, surface impoundment, injection wells, or construction and demolition debris or land clearing debris disposal facilities with separate permitting requirements.

Landscape area. Pervious areas of preserved or installed living plants, including trees, shrubs, ground cover, and turf grass that may be supplemented with mulch, bark, decorative rock, timbers, stepping stones, and similar customary and incidental nonliving materials, excluding any area of vehicular use.

Land use. The development that has occurred on the land, the development that is proposed for the land, or the use that is permitted or permissible on the land under the Comprehensive Plan and LDC, as the context may indicate.

Level of service. An indicator of the extent or degree of service provided by, or proposed to be provided by, a public facility based on the operational characteristics of the facility and indicating a capacity per unit of demand for the facility.

Liner building. A relatively shallow building specifically designed to conceal the side of a parking lot, parking garage, big-box retail, or other structure or area along a public frontage and create spaces occupied by restaurants, shops, and other uses more engaging to passersby.

Lodging unit. One or more rooms used as a single unit of lodging space rented to the public in a public lodging establishment.

Long-term care facility. A nursing home facility, assisted living facility, adult familycare home, board and care facility, or any other similar residential adult care facility.

Lot. The least fractional part of subdivided lands having limited fixed boundaries and assigned a letter or number by which it may be identified. The term "lot" shall include the words "plot", "parcel", or "tract".

Lot, corner. A lot having frontage on two or more streets at their intersection. Lot frontage. Those sides of a lot abutting a street right-of-way.

Lot line. A property line bounding a lot and separating it from another lot, street rightof-way, or any other public or private land. A lot line shall be one of the following:

Front lot line. A lot line separating a lot from a street right-of-way other than an alley or, in the absence of a right-of-way, the lot line designated by the county as forming the front of the lot and from which the front setback of the lot is measured.

Rear lot line. A lot line generally opposite and most distant from the front lot line, and from which the rear setback of the lot is measured.

Side lot line. Any lot line that is not a front or rear lot line.

Lot of record. A lot that is part of a subdivision that has been recorded in the official records of Escambia County, or a lot or parcel described by metes and bounds, and the description of which has been so recorded or accepted on or before February 8, 1996. A lot of record does not include contiguous multiple lots under single ownership.

Lot, waterfront. A lot abutting a navigable water body that is under daily tidal influence. Along any part of the boundary, the lot may be separated from the water body by encroachments that include easements, rights-of-way, and public shoreline access, but the lot may not be separated from the water body by a dedicated road or by more than ten feet of land under different ownership.

Low-Tetrahydrocannabinol or Low-THC cannabis. A plant of the genus Cannabis, the dried flower of which contain 0.8 percent or less tetrahydrocannabinol and more than 10 percent of cannabidiol weight for weight; the seeds thereof; the resin extracted from any part of such plant; or any compound, manufacture, salt, derivative, mixture, or

preparation of such plant or its seeds or resin that is dispensed only from a dispensing organization.

Low THC marijuana dispensing facility. Means any building or structure where low-THC is permitted to be dispensed at retail by an approved dispensing organization pursuant to Section 381.986, Florida Statutes (2014) and Florida Department of Health Rules.

- M –

Manufactured building. A closed structure, building assembly, or system of subassemblies which may include structural, electrical, plumbing, heating, ventilating, or other service systems manufactured for installation or erection, with or without other specified components, as a finished building or as part of a finished building. Manufactured buildings include residential, commercial, institutional, storage or industrial structures constructed according to state standards, but do not include manufactured (mobile) homes.

Manufactured (mobile) home. A complete, factory-built, single-family dwelling constructed in conformance with federal Manufactured Housing Construction and Safety Standards (the HUD Code) and transportable in one or more sections on a permanent chassis for site installation with or without a permanent foundation. The term "mobile home" refers to any manufactured home built prior to June 15, 1976 when the HUD Code became effective. Manufactured homes do not include manufactured buildings, modular homes or recreational vehicles.

Manufactured (mobile) home park. A multi-family residential use of an individually owned parcel of land within which lots or spaces are offered for rent or lease for the placement of five or more manufactured (mobile) homes. For the purposes of floodplain management, the term "manufactured home park" may apply to as few as two manufactured home lots for rent on a parcel.

Manufactured (mobile) home subdivision. A residential subdivision of individually owned lots created according to the provisions of the LDC for the exclusive use of manufactured (mobile) homes. For the purposes of floodplain management, the term "manufactured home subdivision" may apply to division into as few as two manufactured home lots.

Manufacturing. The mechanical or chemical transformation of materials or substances into new products, including the assembling of component parts, and the blending of materials, such as lubricating oils, plastics, resins, or liquors.

Marijuana. Marijuana shall mean cannabis as defined in Section 893.02(3), Florida Statutes. The term shall include "low-THC cannabis" as defined in Section 381.986, Florida Statutes (2014).

Marina. A facility for the mooring, berthing, storing, or securing of watercraft, and which may include other services such as sales of boat supplies and fuel, boat repair and rental, and other uses incidental to the primary use. A marina may be classified as one of the following:

Commercial marina. A public use marina which may include upland marina support facilities for the servicing or repairing of watercraft, but does not include the activities of industrial marinas.

Industrial marina. A marina which provides slips or moorings for major work on watercraft, such as construction or rebuilding of boats, installations of new bottoms, substantial structural additions, or alterations.
Private marina. A marina that is an amenity to a private residential development, such as a subdivision or multifamily dwelling, and not for public use.

Market value. The price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsion to buy or sell and both having reasonable knowledge of relevant facts. For the purposes of the LDC, market value is limited to the value of buildings and other structures, excluding the land and other improvements on the parcel. Market value may be as established by a qualified independent appraiser, "actual cash value" (replacement cost depreciated for age and quality of construction), or tax assessment value adjusted to approximate market value by a factor provided by the Property Appraiser.

Marquee. A permanent roofed structure attached to and supported by a building, and projecting into public right-of-way, typically above an entrance to provide protection from the elements.

Materials recovery facility (MRF). A solid waste management facility that provides for the extraction from solid waste of recyclable materials, materials suitable for use as a fuel or soil amendment, or any combination of such materials. Mausoleum. A building or other structure that is substantially exposed above the ground and used for the entombment of human remains.

Mean high water (MHW). The average height of the high waters over a 19-year period; or for shorter periods of observation, the average height of the high waters after corrections are applied to eliminate known variations and to reduce the result to the equivalent of a mean 19-year value. Mean sea level (MSL). The average height of the surface of the Gulf of Mexico for all stages of the tide, or the mean between high and low tides as established by the North American Vertical Datum (NAVD) of 1988.
Medical clinic or office. A facility, other than a hospital, providing medical diagnostic and treatment services to patients not requiring an overnight stay. Such clinics and offices commonly have laboratory facilities and include doctor's offices, diagnostic centers, treatment centers, rehabilitation centers, and establishments providing surgical and psychiatric services and emergency treatment.

Medical services**.** Professional services concerning human health maintenance and the diagnosis and treatment of disease, injury, pain, and other adverse health conditions. Medical services include the principal services provided by hospitals, clinics, doctor's offices, diagnostic facilities, medical laboratories, blood donation centers, and other human health care facilities.

Medical use. Means the administration of the ordered amount of low-THC cannabis, as defined by Florida Statutes. Medical use does not include the: possession, use, or

administration by smoking; or the transfer of low-THC cannabis to a person other than the qualified patient for whom it was ordered or the qualified patient's legal representative authorized to receive it on the qualified patient's behalf; or use or administration of low-THC cannabis on any form of public transportation, in any public place, in a qualified patient's place of employment, if restricted by his or her employer, in a correctional institution, on the grounds of any child care facility, preschool, or school, or in any vehicle, aircraft, or motorboat.

ORDINANCE NUMBER 2017-_____

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, ZONING REGULATIONS, ARTICLE 1, GENERAL PROVISIONS, ADDING SECTION 3-1.4 (J) "COMPASSIONATE USE OF LOW-THC CANNABIS" AS AN ALLOWED USE; AMENDING ARTICLE 2, MAINLAND DISTRICTS, ARTICLE 4, PERDIDO KEY DISTRICTS, ADDING "LOW-THC MARIJUANA DISPENSING FACILITIES" AS A PERMITTED USE IN SPECIFIED DISTRICTS; AMENDING CHAPTER 6, DEFINITIONS TO DEFINE NECESSARY TERMS RELATED TO LOW-THC MARIJUANA DISPENSING FACILITIES; 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, Section 381.986, Florida Statutes (2014), and Florida Administrative Code Chapter 64-4 authorize a limited number of dispensing organizations throughout the State of Florida to cultivate, process, and dispense low-tetrahydrocannabinol (low-THC) cannabis for use by qualified patients. The dispensing organizations must be approved by the Florida Department of Health and, once approved, are subject to state regulation and oversight; and

WHEREAS, Section 381.986, Florida Statutes (2016), mandates all matters regarding the regulation of the cultivation and processing of low-THC cannabis by dispensing organizations are preempted to the State; and

WHEREAS, Section 381.986, Florida Statutes (2016), directs that a county may determine by ordinance the criteria for the number and location of, and other permitting requirements that do not conflict with state law or department rule, for all dispensing facilities of dispensing organizations located within its boundaries; and

WHEREAS, the Escambia Board of County Commissioners directed staff to amend the Land Development Code to identify specific zoning districts within Escambia County to allow low-THC marijuana dispensing facilities as a permitted use and also to include related terms and definitions;

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, Zoning Regulations, Article 1, General Provisions, Sections 3-1.4 Allowed Uses, is 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, Chapter 3, Zoning Regulations, Article 2, Mainland Districts, Sections 3-2.2, 3-2.4, 3-2.6, 3-2.9, 3-2.10, and 3-2.11, 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, Chapter 3, Zoning Regulations, Article 4 Perdido Key Districts, Sections 3-4.5, 3-4.6 and 3-4.7 are hereby amended as shown in attached **Exhibit C**, (words underlined are additions and words ~~stricken~~ are deletions), which is incorporated herein by reference.

Section 4. Part III of the Escambia County code of Ordinances, the Land Development Code of Escambia County, Chapter 6, Definitions, Section 6-0.3 Terms defined, are hereby amended created as shown in attached **Exhibit D**, (words underlined are additions and words ~~stricken~~ are deletions), which is incorporated herein by reference

Section 5. 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 6. 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 (2016), 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.

<u>Section 7.</u> **Effective date.**

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

DONE AND ENACTED this ____ day of _____, 2017.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
D. B. Underhill Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____ Date Executed: _____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

Attachment A

Sec. 3-1.4 Allowed uses.

(a) Generally. The uses of land and structures are limited to those identified within the applicable zoning district as "permitted uses" or "conditional uses," and to their valid accessory uses, unless other uses are secured through applicable vesting and nonconformance or temporary use provisions of the LDC. Uses not so identified or secured are prohibited, and the conducting of any prohibited use is a violation of the LDC punishable as provided by law and ordinance. The burden is on the landowner, not the county, to show that a use is allowed. Even when allowed, uses are subject to the general development standards of Chapter 5 and the use and location regulations established in Chapter 4.

(b) Conditional uses. The identification of a use as conditional within a zoning district is an indication that, given certain existing or imposed conditions, the use may be appropriate for some locations in that district. The appropriateness of the use is determined through discretionary county review of an applicant's demonstration that specific conditions will assure compatibility with surrounding uses. Conditions applicable to all conditional uses are established in the conditional use process provisions of Chapter 2. Additional conditions applicable to a specific use may be established by the LDC where the conditional use is established.

(c) Accessory uses and structures. Uses and structures accessory to permitted uses and approved conditional uses are allowed as prescribed by the supplemental use regulations of Chapter 4 unless otherwise prohibited by the applicable zoning district. Where more than one zoning district applies to a parcel, an accessory use or structure may not be established in one zoning district to serve a primary use in the other district if the principal use is not allowed in the district in which the accessory use is located.

(d) Single-family dwellings. A single-family dwelling as the principal use for an existing lot of record is a conforming use regardless of the zoning district or future land use category. A building permit may be issued for such a dwelling on any nonconforming lot of record if the dwelling complies with all other applicable regulations.

(e) Mix of uses. Unless clearly indicated otherwise in the LDC, the identification of multiple permitted or conditionally permitted uses within a zoning district allows any mix of those uses within an individual development, parcel, or building, regardless of any designation or other characterization of the district as mixed-use. A mix of uses generally does not modify the development standards and regulations applicable to any individual use within the mix.

(f) Classifying uses. Classifying a particular land use is the discretionary process of determining whether the use is one already identified in the LDC as allowed by right (permitted use) or by special approval (conditional use).

(1) Information. The Planning Official, or Board of Adjustment (BOA) on appeal, shall obtain the information necessary to accurately classify a use. At a minimum, the applicant shall describe in writing the nature of the use and the

county shall utilize public records, site investigations and other reliable sources of information, including the *Land-Based Classification Standards* of the American Planning Association and the *North American Industry Classification System* (NAICS) of the U.S. Department of Commerce.

(2) Rules for classification. Classifying a use is not specific to any individual site, project or applicant, but shall be appropriate and valid for all occasions of the use. Use classification shall be guided by Chapter 1 provisions for interpreting the LDC and the following rules:

a. If a use is defined in the LDC, that definition shall be applied to the classification.

b. The reviewing authority shall not read an implied prohibition of a particular use into a classification.

c. Classification is limited to giving meaning to the uses already allowed within the applicable zoning district. No policy determinations shall be made on what types of uses are appropriate within the district.

d. When the use regulations are ambiguous, the purpose and intent of the zoning district and the nature of the uses allowed within it shall be considered.

e. Classification is not based on the proximity of the proposed use to other uses.

f. The use or activity determines the classification, not property ownership, persons carrying out the use or activity, or other illegitimate considerations.

g. Generally, the function rather than the form of a structure is relevant to its classification.

(3) Determinations. All classifications determined by the Planning Official shall be recorded to ensure consistency with future classifications. A use not determined to be one specifically identified in the LDC as permitted or conditionally permitted may be proposed to the Planning Board for consideration of subsequent zoning district use amendment.

(g) Temporary uses and structures. Temporary uses and structures are allowed as prescribed by the supplemental use regulations of Chapter 4 unless otherwise modified or prohibited by the applicable zoning district.

(h) Outdoor storage. Outdoor storage is allowed as prescribed by the supplemental use regulations of Chapter 4 unless modified or prohibited by the applicable zoning district.

(i) Subdivision. The subdivision of land to accommodate the permitted uses or approved conditional uses of the applicable zoning district is allowed as prescribed by the standards of Chapter 5 unless otherwise prohibited by the district.

(j) **Compassionate use of low-THC cannabis**. Section 381.986, Florida Statutes (2014), and Florida Administrative Code Chapter 64-4 authorize a limited number of dispensing organizations throughout the State of Florida to cultivate, process, and dispense low-tetrahydrocannabinol (low-THC) cannabis for use by qualified patients. The dispensing organizations must be approved by the Florida Department of Health and, once approved, are subject to state regulation and oversight.

(1) Intent. The intent of this article is to establish the criteria for the location and permitting of facilities that dispense low-THC cannabis by State authorized dispensing organizations in accordance with Section 381.986, Florida Statutes (2014) and Florida Administrative Code Chapter 64-4.

(2) Applicability. The provisions of this section shall be applicable in the unincorporated areas of Escambia County. This section shall only be construed to allow the dispensing of low-THC cannabis by a state-approved dispensing organization for medical use. The sale of cannabis or marijuana is prohibited in Escambia County except in accordance with this provision.

This provision does not exempt a person from prosecution in any criminal offense related to impairment or intoxication resulting from the medical use of low-THC cannabis or medical cannabis or relieve a person from any requirement under law to submit to a breath, blood, urine, or other test to detect the presence of a controlled substance.

Attachment B

Article 2 Mainland Districts

Sec. 3-2.1 Purpose of article.

This article establishes the zoning districts that apply to all areas of the county under the jurisdiction of the Board of County Commissioners (BCC), except Perdido Key and Santa Rosa Island. Each district establishes its own permitted and conditional land uses, site and building requirements, and other provisions consistent with the stated purposes of the district. District provisions are subject to all other applicable provisions of the LDC and may be modified by the requirements of overlay districts as prescribed in Article 3.

Sec. 3-2.2 Agricultural district (Agr).

(a) Purpose. The Agricultural (Agr) district establishes appropriate areas and land use regulations for the routine agricultural production of plants and animals, and such related uses as silviculture and aquaculture. The primary intent of the district is to avoid the loss of prime farmland to other uses, its division into smaller parcels of multiple owners, and other obstacles to maintaining or assembling sufficient agricultural acreage for efficient large-scale farming. Other than agricultural production, non-residential uses within the Agricultural district are generally limited to rural community uses that directly support agriculture, and to public facilities and services necessary for the basic health, safety, and welfare of a rural population. The absence of urban or suburban infrastructure is intentional. Residential uses within the district are largely self-sustaining, consistent with rural land use and limited infrastructure. Single-family dwellings are allowed at a very low density sufficient for the needs of the district's farm-based population.

(b) Permitted uses. Permitted uses within the Agricultural district are limited to the following:

(1) Residential.

a. Manufactured (mobile) homes, excluding new or expanded manufactured home parks or subdivisions.

b. Single-family dwellings (other than manufactured homes), detached only. Maximum single-family lot area within any proposed subdivision of 100 acres or more of prime farmland shall be one and one-half acres. See also conditional uses in this district.

(2) Retail sales.

a. <u>Low-THC marijuana dispensing facilities. Where ancillary to cultivation or processing, dispensing of low-THC marijuana shall also be permitted in the Agr Zoning district .</u>

b. No other retail sales except as permitted agricultural and related uses in this district.

Sec. 3-2.4 Rural Mixed-use district (RMU).

(a) Purpose. The Rural Mixed-use (RMU) district establishes appropriate areas and land use regulations for a mix of low density residential uses and compatible nonresidential uses within areas that have historically developed as rural or semi-rural communities. The primary intent of the district is to sustain these communities by allowing greater residential density, smaller residential lots, and a more diverse mix of non-residential uses than the Agricultural or Rural Residential districts, but continue to support the preservation of agriculturally productive lands. The RMU district allows public facilities and services necessary for the health, safety, and welfare of the rural mixed-use community, and other non-residential uses that are compact, traditionally neighborhood supportive, and compatible with rural community character. District communities are often anchored by arterial and collector streets, but they are not characterized by urban or suburban infrastructure. Residential uses are generally limited to detached single-family dwellings, consistent with existing rural communities and limited infrastructure.

(b) Permitted uses. Permitted uses within the RMU district are limited to the following:

(1) Residential.

a. Manufactured (mobile) homes, excluding new or expanded manufactured home parks or subdivisions.

b. Single-family dwellings (other than manufactured homes), detached only, on lots one half acre or larger. See also conditional uses in this district.

(2) Retail sales. The following small-scale (gross floor area 6000 sq.ft. or less per lot) retail sales with no outdoor storage:

a. Automotive fuel sales.

b. Convenience stores.

c. Drugstores.

d. Grocery or food stores, including bakeries and butcher shops whose products are prepared and sold on the premises.

e. Hardware stores.

f. <u>Low-THC marijuana dispensing facilities.</u>

See also permitted agricultural and related uses and conditional uses in this district.

Sec. 3-2.6 Low Density Mixed-use district (LDMU).

(a) Purpose. The Low Density Mixed-use (LDMU) district establishes appropriate areas and land use regulations for a complementary mix of low density residential uses and compatible non-residential uses within mostly suburban areas. The primary intent of the district is to provide for a mix of neighborhood-scale retail sales, services and professional offices with greater dwelling unit density and diversity than the Low Density Residential district. Additionally, the LDMU district is intended to rely on a pattern of well-connected streets and provide for the separation of suburban uses from more dense and intense urban uses. Residential uses within the district include most forms of single-family, two-family and multi-family dwellings.

(b) Permitted uses. Permitted uses within the LDMU district are limited to the following:

(1) Residential.

a. Manufactured (mobile) homes within manufactured home parks or subdivisions, including new or expanded manufactured home parks and subdivisions.

b. Single-family dwellings (other than manufactured homes), attached or detached, including townhouses and zero lot line subdivisions.

c. Two-family dwellings (duplex) and multi-family dwellings up to four units per building (triplex and quadruplex). See also conditional uses in this district.

(2) Retail sales. Small-scale (gross floor area 6000 sq. ft. or less per lot) retail sales, or retail sales within a neighborhood retail center no greater than 35,000 square feet per lot and containing a mix of retail sales and services. Retail sales including, Low-THC marijuana dispensing facilities, sales of beer and wine, but excluding sales of liquor or motor vehicles, and exclude permanent outdoor storage, display, or sales.

See also conditional uses in this district.

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.

(b) Permitted uses. Permitted uses within the HDMU district are limited to the following:

(1) Residential. The following residential uses are allowed throughout the district, but if within a Commercial (C) future land use category they are permitted only if part of a predominantly commercial development.
a. Group living, excluding dormitories, fraternity and sorority houses, and residential facilities providing substance abuse treatment, post-incarceration reentry, or similar services.
b. Manufactured (mobile) homes, including manufactured home subdivisions, but excluding new or expanded manufactured home parks. **c.** Single-family dwellings (other than manufactured homes), detached or attached, including townhouses and zero lot line subdivisions. d. Two-family and multi-family dwellings. See also conditional uses in this district.

(2) Retail sales. Small-scale (gross floor area 6000 sq.ft. or less per lot) retail sales including Low-THC marijuana dispensing facilities, sales of beer and wine, but excluding sales of liquor, automotive fuels, or motor vehicles, and excluding permanent outdoor storage, display, or sales.

See also conditional uses in this district.

Sec. 3-2.10 Commercial district (Com).

(a) Purpose. The Commercial (Com) district establishes appropriate areas and land use regulations for general commercial activities, especially the retailing of commodities and services. The primary intent of the district is to allow more diverse and intense commercial uses than the neighborhood commercial allowed within the mixed-use districts. To maintain compatibility with surrounding uses, all commercial operations within the Commercial district are limited to the confines of buildings and not allowed to produce undesirable effects on surrounding property. To retain adequate area for commercial activities, new and expanded residential development within the district is limited, consistent with the Commercial (C) future land use category.

(b) Permitted uses. Permitted uses within the Commercial district are limited to the following:

(1) Residential. The following residential uses are allowed throughout the district, but if within the Commercial (C) future land use category they are permitted only if part of a predominantly commercial development:

a. Group living, excluding dormitories, fraternity and sorority houses, and residential facilities providing substance abuse treatment, post-incarceration reentry, or similar services.

b. Manufactured (mobile) homes, including new or expanded manufactured home parks or subdivisions.

c. Single-family dwellings (other than manufactured homes), detached or attached, including townhouses and zero lot line subdivisions.

d. Two-family and multi-family dwellings. See also conditional uses in this district.

(2) Retail sales. Retail sales including, Low-THC marijuana dispensing facilities, sales of alcoholic beverages and automotive fuels, but excluding motor vehicle sales and permanent outdoor storage.

See also conditional uses in this district.

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.

(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 Low-THC marijuana dispensing facilities, sales of alcoholic beverages, sales of automotive fuels, and sales of new and used automobiles, motorcycles, boats, ~~and~~ manufactured (mobile) homes.

Attachment C

Article 4 Perdido Key districts.

Sec. 3-4.1 Purpose of article. This article establishes the zoning districts that apply to all areas of Perdido Key under the jurisdiction of the BCC. Each district establishes its own permitted and conditional land uses, site and building requirements, and other provisions consistent with the stated purposes of the district, the adopted Perdido Key Master Plan and the Mixed-Use Perdido Key (MU-PK) future land use category. In addition to the dwelling and lodging unit density limits of MU-PK, district provisions are subject to all other applicable provisions of the LDC and may be modified by the requirements of the Perdido Key Towncenter Overlay (PK-OL) district as prescribed in Article 3.

Sec. 3-4.5 Commercial district, Perdido Key (Com-PK).

(a) Purpose. The Commercial district (Com-PK) establishes appropriate areas and land use regulations primarily for the retailing of commodities and selected services. The regulations are intended to permit and encourage essential neighborhood commercial uses while protecting nearby residential properties from adverse impacts of commercial activity.

(b) Permitted uses. Permitted uses within the Com-PK district are limited to the following:

(1) Residential.

a. Single-family dwellings, attached or detached, including townhouses but excluding manufactured (mobile) homes.

b. Two-family and multi-family dwellings.

(2) Retail sales. Retail sales, <u>including Low-THC marijuana dispensing facilities</u>, excluding outdoor display or sales. Sales of alcoholic beverages shall be at least 100 feet from any residential zoning district (LDR-PK, MDR-PK, and HDR-PK) as measured between the exterior wall of the store and the boundary of the residential zoning.

Sec. 3-4.6 Commercial Core district, Perdido Key (CC-PK).

(a) Purpose. The Commercial Core (CC-PK) district establishes appropriate areas and land use regulations primarily for intense residential development and retailing of resort-related commodities and services. The regulations are intended to permit and encourage mixed-use development, including residential and lodging uses at high densities, and commercial uses associated with resort areas.

(b) Permitted uses. Permitted uses within the CC-PK district are limited to the following:

(1) Residential.

a. Single-family dwellings, attached or detached, including townhouses but excluding manufactured (mobile) homes. b. Two-family and multi-family dwellings.

(2) Retail sales. Retail sales, <u>including Low-THC marijuana dispensing facilities,</u> excluding outdoor display or sales. Sales of alcoholic beverages shall be at least 100 feet from any residential zoning district (LDR-PK, MDR-PK, and HDR-PK) measured as the shortest distance between any exterior wall of the store and the boundary line of the residential zoning.

Sec. 3-4.7 Commercial Gateway district, Perdido Key (CG-PK).

(a) Purpose. The Commercial Gateway (CG-PK) district establishes appropriate areas and lands use regulations for gateways into Perdido Key. The intent is to provide an identity to the Key as a visually attractive, family style, resort community. The district is characterized by resort-related commercial uses, including hotels and motels, as well as high density residential development.

(b) Permitted uses. Permitted uses within the CG-PK district are limited to the following:

(1) Residential.

a. Single-family dwellings, attached or detached, including townhouses but excluding manufactured (mobile) homes.

b. Two-family and multi-family dwellings.

(2) Retail sales. Retail sales, <u>including Low-THC marijuana dispensing facilities,</u> excluding outdoor display or sales. Sales of alcoholic beverages shall be at least 100 feet from any residential zoning district (LDR-PK, MDR-PK, and HDR-PK) measured as the shortest distance between any exterior wall of the store and the boundary line of the residential zoning.

Attachment D

Sec. 6-0.3 Terms defined.
As used within the LDC, the following terms have the meanings established here:

- D -

Day care. The provision of care, protection, and supervision for children or adults on a regular basis away from their primary residence. Care is typically provided to a given individual for fewer than 18 hours each day, although the day care facility may be open 24 hours each day. See "Adult day care center" and "Child care facility."

dBA. The unit of filtered or corrected noise level measured in accordance with the a weighted scale to more closely replicate the sound frequency response of the human ear and measuring approximately the relative "noisiness" or "annoyance" of common sounds.

Decibel (dB). A standard unit for measuring the relative loudness of sound, or sound pressure, and approximately equal to the smallest degree of difference of that loudness or pressure ordinarily detectable by the human ear.

De minimis. A level of risk that is too small to be concerned with, or a difference that is too small to matter or be taken into consideration. For the purposes of services provided by public facilities having established level of service (LOS) standards, the term "de minimis" refers to a negligible or insignificant demand by a use on a level of service that generally allows the use to be considered concurrent for that facility.

Density. An objective measure of development used to quantify population per unit of land, such as people, dwelling units, or lodging units per acre. The term "density" refers to units per gross acre unless other measures or units are clearly indicated.

Developer. An applicant, builder, contractor, landowner, subdivider, or other person who undertakes development activities regulated by the LDC.

Development. The carrying out of any building activity or mining operation, the making of any material change in the use or appearance of any structure or land, or the dividing of land into three or more parcels (subdivision). The term "development" does not involve the use of land for bona fide agricultural or silvicultural purposes, including growing crops, trees, and other agricultural or forestry products, or raising livestock. Other specific activities or uses involving or excluded from development are defined in Florida Statutes (Ch. 380). For the purposes of floodplain management, development means any man-made change to improved or unimproved real estate, including buildings or other structures, tanks, temporary structures, temporary or permanent storage of equipment or materials, mining, dredging, filling, grading, paving, excavations, drilling operations or any other land disturbing activities.

Development agreement. An agreement between a developer and the county for development approval or any other purpose according to Florida Statutes, the Comprehensive Plan, and the LDC, and in a form approved by the county.

Development approval. Written authorization from the county permitting development subsequent to a demonstration of compliance with the provisions of the LDC and the Comprehensive Plan by the applicant for development approval.

Development, multi-family. Development in which any combination of single-family, two-family, or multi-family dwellings provide three or more dwelling units on a single lot.

Development, single-family. Development in which only one single-family dwelling is allowed per lot, attached or detached, except where an accessory dwelling unit is allowed with the principal single-family dwelling.

Development, two-family. Development in which only two single-family dwellings or one two-family dwelling is allowed per lot. Development order. Any order granting, denying, or granting with conditions an application for a building permit, site development, subdivision, rezoning, certification, variance, conditional use, or any other official action of the county having the effect of permitting the development of land.

Development parcel. A lot of record, or a conforming lot verified according to the lot conformance verification process of the LDC, or a lot created in compliance with the family conveyance provisions of the LDC, or any number of such lots, contiguous and in single ownership or under unified control for the purposes of development.

Diameter at breast height (DBH). A standard measure of tree trunk diameter in inches applicable to established trees and measured four and one-half feet above the surface of the ground at the base of the tree. For trees that lean, grow on slopes, fork at or below DBH height, are multi-trunked, or present other difficulties in measurement, DBH shall be determined according to International Society of Arboriculture (ISA) standards. See “Caliper” for the appropriate measure of newly planted and nursery stock trees.

Dispensing organization. An organization approved by the State to cultivate, process, transport and dispense low-THC cannabis.

Direct disposition. The cremation of human remains without preparation of the remains by embalming and without any attendant services or rites such as funeral or graveside services or the making of arrangements for such final disposition. Directional sign. See "Informational sign."

- J, K & L -

Junkyard. See “Salvage yard.” Kennel. A facility in which domestic animals not owned by the owner or occupant of the facility are housed, boarded, or trained for a fee or compensation, or where domestic animals are bred or raised for sale. A kennel may include grooming incidental and subordinate to the principal use, but not activities accessory to agricultural use.

Kindergarten. An educational facility that provides academic instruction to children in preparation for admittance to elementary school first grade, and as further defined by Florida Statutes. Laboratory. A facility for scientific research, analysis, investigation, testing or experimentation, but not for the manufacture or sale of products.

Land clearing. The act of removal or destruction of trees, brush, and other vegetative cover on a site, but not including normal cultivation associated with agricultural operations, or mowing, pruning, or other routine landscaping or lawn maintenance activities.

Land clearing debris. Rocks, soils, and trees and other vegetative matter that normally results from land clearing or site development operations, but not including waste from landscape maintenance, right-of-way or easement maintenance, farming operations, nursery operations, or any other sources not directly related to the land clearing or site development.

Land Development Code (LDC). The Land Development Code of Escambia County, Florida (Part III, Escambia County Code of Ordinances) as the assembled land development regulations of the county prepared by the local planning agency and adopted by the Board of County Commissioners according to Florida Statutes.

Land disturbance. Any activity involving the clearing, cutting, excavating, filling, or grading of land, or any other activity that alters land topography or vegetative cover. Landfill. A disposal facility that requires state permitting and engineered environmental protection systems for the placement of wastes. Landfills do not include land-spreading sites, surface impoundment, injection wells, or construction and demolition debris or land clearing debris disposal facilities with separate permitting requirements.

Landscape area. Pervious areas of preserved or installed living plants, including trees, shrubs, ground cover, and turf grass that may be supplemented with mulch, bark, decorative rock, timbers, stepping stones, and similar customary and incidental nonliving materials, excluding any area of vehicular use.

Land use. The development that has occurred on the land, the development that is proposed for the land, or the use that is permitted or permissible on the land under the Comprehensive Plan and LDC, as the context may indicate.

Level of service. An indicator of the extent or degree of service provided by, or proposed to be provided by, a public facility based on the operational characteristics of the facility and indicating a capacity per unit of demand for the facility.

Liner building. A relatively shallow building specifically designed to conceal the side of a parking lot, parking garage, big-box retail, or other structure or area along a public frontage and create spaces occupied by restaurants, shops, and other uses more engaging to passersby.

Lodging unit. One or more rooms used as a single unit of lodging space rented to the public in a public lodging establishment.

Long-term care facility. A nursing home facility, assisted living facility, adult familycare home, board and care facility, or any other similar residential adult care facility.

Lot. The least fractional part of subdivided lands having limited fixed boundaries and assigned a letter or number by which it may be identified. The term "lot" shall include the words "plot", "parcel", or "tract".

Lot, corner. A lot having frontage on two or more streets at their intersection. Lot frontage. Those sides of a lot abutting a street right-of-way.

Lot line. A property line bounding a lot and separating it from another lot, street rightof-way, or any other public or private land. A lot line shall be one of the following:

Front lot line. A lot line separating a lot from a street right-of-way other than an alley or, in the absence of a right-of-way, the lot line designated by the county as forming the front of the lot and from which the front setback of the lot is measured.

Rear lot line. A lot line generally opposite and most distant from the front lot line, and from which the rear setback of the lot is measured.

Side lot line. Any lot line that is not a front or rear lot line.

Lot of record. A lot that is part of a subdivision that has been recorded in the official records of Escambia County, or a lot or parcel described by metes and bounds, and the description of which has been so recorded or accepted on or before February 8, 1996. A lot of record does not include contiguous multiple lots under single ownership.

Lot, waterfront. A lot abutting a navigable water body that is under daily tidal influence. Along any part of the boundary, the lot may be separated from the water body by encroachments that include easements, rights-of-way, and public shoreline access, but the lot may not be separated from the water body by a dedicated road or by more than ten feet of land under different ownership.

Low-Tetrahydrocannabinol or Low-THC cannabis. A plant of the genus Cannabis, the dried flower of which contain 0.8 percent or less tetrahydrocannabinol and more than 10 percent of cannabidiol weight for weight; the seeds thereof; the resin extracted from any part of such plant; or any compound, manufacture, salt, derivative, mixture, or preparation of such plant or its seeds or resin that is dispensed only from a dispensing organization.

Low THC marijuana dispensing facility. Means any building or structure where low-THC is permitted to be dispensed at retail by an approved dispensing organization

pursuant to Section 381.986, Florida Statutes (2014) and Florida Department of Health Rules.

- M –

Manufactured building. A closed structure, building assembly, or system of subassemblies which may include structural, electrical, plumbing, heating, ventilating, or other service systems manufactured for installation or erection, with or without other specified components, as a finished building or as part of a finished building. Manufactured buildings include residential, commercial, institutional, storage or industrial structures constructed according to state standards, but do not include manufactured (mobile) homes.

Manufactured (mobile) home. A complete, factory-built, single-family dwelling constructed in conformance with federal Manufactured Housing Construction and Safety Standards (the HUD Code) and transportable in one or more sections on a permanent chassis for site installation with or without a permanent foundation. The term "mobile home" refers to any manufactured home built prior to June 15, 1976 when the HUD Code became effective. Manufactured homes do not include manufactured buildings, modular homes or recreational vehicles.

Manufactured (mobile) home park. A multi-family residential use of an individually owned parcel of land within which lots or spaces are offered for rent or lease for the placement of five or more manufactured (mobile) homes. For the purposes of floodplain management, the term "manufactured home park" may apply to as few as two manufactured home lots for rent on a parcel.

Manufactured (mobile) home subdivision. A residential subdivision of individually owned lots created according to the provisions of the LDC for the exclusive use of manufactured (mobile) homes. For the purposes of floodplain management, the term "manufactured home subdivision" may apply to division into as few as two manufactured home lots.

Manufacturing. The mechanical or chemical transformation of materials or substances into new products, including the assembling of component parts, and the blending of materials, such as lubricating oils, plastics, resins, or liquors.

Marijuana. Marijuana shall mean cannabis as defined in Section 893.02(3), Florida Statutes. The term shall include "low-THC cannabis" as defined in Section 381.986, Florida Statutes (2014).

Marina. A facility for the mooring, berthing, storing, or securing of watercraft, and which may include other services such as sales of boat supplies and fuel, boat repair and rental, and other uses incidental to the primary use. A marina may be classified as one of the following:

> *Commercial marina.* A public use marina which may include upland marina support facilities for the servicing or repairing of watercraft, but does not include the activities of industrial marinas.

Industrial marina. A marina which provides slips or moorings for major work on watercraft, such as construction or rebuilding of boats, installations of new bottoms, substantial structural additions, or alterations.
Private marina. A marina that is an amenity to a private residential development, such as a subdivision or multifamily dwelling, and not for public use.

Market value. The price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsion to buy or sell and both having reasonable knowledge of relevant facts. For the purposes of the LDC, market value is limited to the value of buildings and other structures, excluding the land and other improvements on the parcel. Market value may be as established by a qualified independent appraiser, "actual cash value" (replacement cost depreciated for age and quality of construction), or tax assessment value adjusted to approximate market value by a factor provided by the Property Appraiser.

Marquee. A permanent roofed structure attached to and supported by a building, and projecting into public right-of-way, typically above an entrance to provide protection from the elements.

Materials recovery facility (MRF). A solid waste management facility that provides for the extraction from solid waste of recyclable materials, materials suitable for use as a fuel or soil amendment, or any combination of such materials. Mausoleum. A building or other structure that is substantially exposed above the ground and used for the entombment of human remains.

Mean high water (MHW). The average height of the high waters over a 19-year period; or for shorter periods of observation, the average height of the high waters after corrections are applied to eliminate known variations and to reduce the result to the equivalent of a mean 19-year value. Mean sea level (MSL). The average height of the surface of the Gulf of Mexico for all stages of the tide, or the mean between high and low tides as established by the North American Vertical Datum (NAVD) of 1988.
Medical clinic or office. A facility, other than a hospital, providing medical diagnostic and treatment services to patients not requiring an overnight stay. Such clinics and offices commonly have laboratory facilities and include doctor's offices, diagnostic centers, treatment centers, rehabilitation centers, and establishments providing surgical and psychiatric services and emergency treatment.

***Medical services*.** Professional services concerning human health maintenance and the diagnosis and treatment of disease, injury, pain, and other adverse health conditions. Medical services include the principal services provided by hospitals, clinics, doctor's offices, diagnostic facilities, medical laboratories, blood donation centers, and other human health care facilities.

Medical use. Means the administration of the ordered amount of low-THC cannabis, as defined by Florida Statutes. Medical use does not include the: possession, use, or administration by smoking; or the transfer of low-THC cannabis to a person other than

the qualified patient for whom it was ordered or the qualified patient's legal representative authorized to receive it on the qualified patient's behalf; or use or administration of low-THC cannabis on any form of public transportation, in any public place, in a qualified patient's place of employment, if restricted by his or her employer, in a correctional institution, on the grounds of any child care facility, preschool, or school, or in any vehicle, aircraft, or motorboat.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11515 **Growth Management Report** **9. 1.**
BCC Regular Meeting **Consent**
Meeting Date: 01/05/2017
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. January 19, 2017

1. 5:45 p.m. - A Public Hearing - Large Scale Map Amendment LSA-2016-04 - Escambia County Property (first of two public hearings)

B. February 2, 2017

1. 5:45 p.m. - A Public Hearing - Landscaping and Tree Protection Ordinance

2. 5:46 p.m. - A Public Hearing - 2500 Foot Public Notification Ordinance

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Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11470 **County Administrator's Report 9. 1.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 01/05/2017
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 three Request for Disposition of Property Forms for the Public Safety Department, for property which is described and listed on the Forms, with reasons 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 Forms

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Public Safety COST CENTER NO: 330318

Tamika L Williams DATE: 12/6/16

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Phone No: 850-471-6425

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
y	58203	Stretcher	081239723	Stryker	2009	Good
y	58205	Stretcher	090340603	Stryker	2009	Good
y	58206	Stretcher	090340604	Stryker	2009	Good
y	58207	Stretcher	090340605	Stryker	2009	Good
N	56850	Stretcher	090340606	Stryker	2009	Good

Disposal Comments: Due to upgrading all ambulances to the Powerload system (automatic lifts) only Stryker stretchers work with the system but due to the age of these stretchers they were unable to be upgraded.

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: 12/6/16

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

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Public Safety COST CENTER NO: 330435

Tamika L Williams DATE: 12/6/16

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Phone No: 850-471-6425

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
y	56855	Stretcher	07062958	Ferno	2007	Good
y	56870	Stretcher	07063715	Ferno	2007	Good
y	56851	Stretcher	07062954	Ferno	2007	Good
y	56859	Stretcher	07063286	Ferno	2007	Good
N	56850	Stretcher	07062953	Ferno	2007	Good

Disposal Comments: Due to upgrading all ambulances to the Powerload system (automatic lifts) only Stryker stretchers work with the system. The stretchers are in good working condition but not able to be used in our fleet.

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: 12/6/16

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

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Public Safety/Fire COST CENTER NO: 330206

James Adam Harrison DATE: 12/6/2016

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Adam Harrison Phone No: 475-5557

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	59814	K12 14" K970 Rescue saw	20114600018	K970	2012	Stolen

Disposal Comments: Property was stolen. Sheriff's Department Case # ECSO160FF031919

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: 12/6/2016

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-11458 **County Administrator's Report 9. 2.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 01/05/2017
Issue: Resolution for Speed Limit Modifications on "W" Street
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Speed Limit Modification on "W" Street - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the filing of a traffic restriction - speed limitation - per the requirements of Ordinance Number 2003-26, which authorizes the County Engineer to place restrictions on the movement of traffic on County roadways and streets:

A. Adopt the Resolution establishing the speed limit for the reduction in speed, from 45 miles per hour to 40 miles per hour on "W" Street from Massachusetts Avenue to West Fairfield Drive; and

B. Authorize the Chairman to sign the Resolution.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 211201, Object Code 53401, for Sign Installations]

BACKGROUND:

The Transportation & Traffic Operations (TTO) Division often receives requests from citizens to either lower or raise the speed limits on roadways throughout the county. There have been specific requests that the speed limits on "W" Street be reduced (see attached map). After evaluating the conditions of the roadways and the requests for lowering the speed limits (see attached Traffic Study - Summary), TTO staff supports the reductions based on the roadway geometrics and design standards and guidelines.

The Board is authorized under Sections 316.006 (3)(a)(b), 316.008(1)(j) and 316.189(2)(a) of the Florida Statutes (2009) to establish regulations on county roadways and streets. Volume 1, Chapter 94, Article I, Section 94-1 of the Escambia County Code of Ordinances (Ordinance No. 2003-26), authorizes the County Engineer to place restrictions on the movement of traffic on county roadways and streets. This

authorization requires the County Engineer to file quarterly, for Board ratification by Resolution, a list of all limitation orders established under this section.

BUDGETARY IMPACT:

Funds are budgeted in Fund 175, Transportation Trust Fund, Cost Center 211201, Object Code 53401, for Sign Installations.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, reviewed and approved the Resolution as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board is authorized under Sections 316.006 (3)(a)(b), 316.008(1)(j) and 316.189(2)(a) of the Florida Statutes (2009) to establish regulations on county roadways and streets. Volume 1, Chapter 94, Article I, Section 94-1 of the Escambia County Code of Ordinances (Ordinance No. 2003-26), authorizes the County Engineer to place restrictions on the movement of traffic on county roadways and streets.

IMPLEMENTATION/COORDINATION:

Upon Board approval, signs noting the decreased speed limit will be posted on "W" Street and a copy of the Resolution will be forwarded to the Sheriff's Department.

Attachments

Full Traffic Study
Resolution
Traffic Study
Map

2016

W Street

Truman Avenue

Operational Evaluation of Intersection

ESCAMBIA COUNTY

OFFICE OF TRANSPORTATION & TRAFFIC OPERATIONS

Technical Report

W Street / Truman Avenue

Operational Evaluation of Intersection

Executive Summary

Background:

The purpose of this report is to document an evaluation of the subject intersection with the purpose of determining the level of service and safety under the current conditions and existing traffic control and any type of enhancements that may be warranted or recommended as improvements. Currently the intersection is controlled by two stop signs requiring east/west traffic traveling on Truman Avenue to stop and yield right of way to traffic traveling north/south on W Street. This evaluation is performed at the request of a local citizen's outreach group directed by Mr. Willie Williams, submitted August 29th, 2016.

Objective:

- Determine the intersection's current level of safety and level of service and identify any measures available to improve existing conditions.

Procedure:

- Conduct Traffic Studies at intersection in accordance with Florida Department of Transportation's publication '*Manual on Uniform Traffic Studies' (MUTS)* and the Federal Highway Administration's *'Manual on Uniform Traffic Control Devices' (MUTCD)*. Studies for this evaluation include.
    - Intersection / Roadway Traffic Volumes
    - Traffic Turning Movement Counts
    - Pedestrian Movement Counts
    - Pedestrian Crossing Warrants
    - Speed Counts for Major Roadway
    - 5 Year Safety History Review
    - Intersection Delay Study
    - Right-turn Delay Study
    - Evaluation of Critical Sight Lines
    - Traffic Signal Warrants

W Street / Truman Avenue

Operational Evaluation of Intersection

Executive Summary

Findings:

- W Street is functionally classified as an Urban Arterial Roadway with an average daily traffic volume experienced near the subject intersection of approximately 26,000 vehicles and an annual traffic volume exceeding 9 million vehicles.
- Review of safety history for the last 5 years on record reveals an average frequency of 8 crashes per year with 0 motorist, bicycle or pedestrian fatalities. The crash ratio for the intersection was less than 1 per million entering vehicles and considerably less than the overall County average for intersections.
- Posted speed limits for W Street are 45mph from Hwy 29 – Fairfield Drive including subject intersection and 40mph from Fairfield Drive – Navy Boulevard. Prevailing speeds of traffic on major roadway at intersection determined to be - 85th% speed 48mph, average speed of traffic 44mph.
- Pedestrian / Bicycle volumes varied from 8 – 31 crossings / hour during daytime hours with an average of 16 crossings / hour.
- Critical sight distance for eastbound traffic viewing south compromised by fence and overgrowth along east R/W.
- Location failed to meet any of the conditions warranting installation of a Traffic Signal.

Conclusions / Considerations:

The purpose of an Arterial Roadway is to provide a high volume, high speed facility to serve major traffic movements for travel between major points. As this is the highest class of roadway all attempts should be made to minimize delay and signalization should only be considered where a definite need is demonstrated through satisfaction of applicable signal warrants. While the intersection does have an acceptable safety history it has experienced a slightly elevated frequency of angle collisions and generates a considerable and constant pedestrian presence. Implementation of relatively low cost enhancements can be implemented to increase the existing level of safety afforded to all roadway users at the subject intersection.

W Street / Truman Avenue

Operational Evaluation of Intersection

Executive Summary

Recommendations:

- Retain existing Stop control for Truman Avenue at W Street.
- Reduce posted speed limit from 45mph to 40mph on W Street from Massachusetts Avenue – Fairfield Drive. Schedule study to evaluate 45mph speed limit on W Street from Highway 29 – Massachusetts Avenue
- Provide motorists on W Street advanced warning of the condition approaching Truman avenue with emphasis on the possibility pedestrians may be within the intersection by placing advanced warning signs with solar powered flashing beacons on W Street (note: These signs will not give pedestrians the right of way over vehicles nor require or suggest vehicles yield to or stop for pedestrians in roadway).
- Work with the Community Redevelopment Agency (Palafox Extension Area) to provide Roadway Lighting at the subject intersection.
- Remove obstructing overgrowth and maintain clear sight lines within southeast quadrant of subject intersection.
- Restripe Intersection.

W Street / Truman Avenue
Operational Evaluation of Intersection

Roadway Characteristics

W Street / Truman Avenue Operational Evaluation of Intersection

Roadway Characteristics

Truman Avenue:

- Functionally Classified as a Local Roadway and is maintained by Escambia County.
- Extends 2,440’ east of W Street to Kelly Avenue and 400’ west of W Street to Truman Arms Housing complex.
- Typical Roadway cross section is 20’ effective width of asphalt, 2 travel lanes with 4-6’ usable road shoulders (unpaved).
- Provides access to single family detached residences to the west of W Street and is the primary access to large high density multi-family residential complex to the east of W Street.
- An averaged daily traffic volume for Truman Avenue east of W Street of 593 Vehicles per day, west of W Street of 1,273 Vehicles per day.

W Street / Truman Avenue Operational Evaluation of Intersection

Roadway Characteristics

W Street :

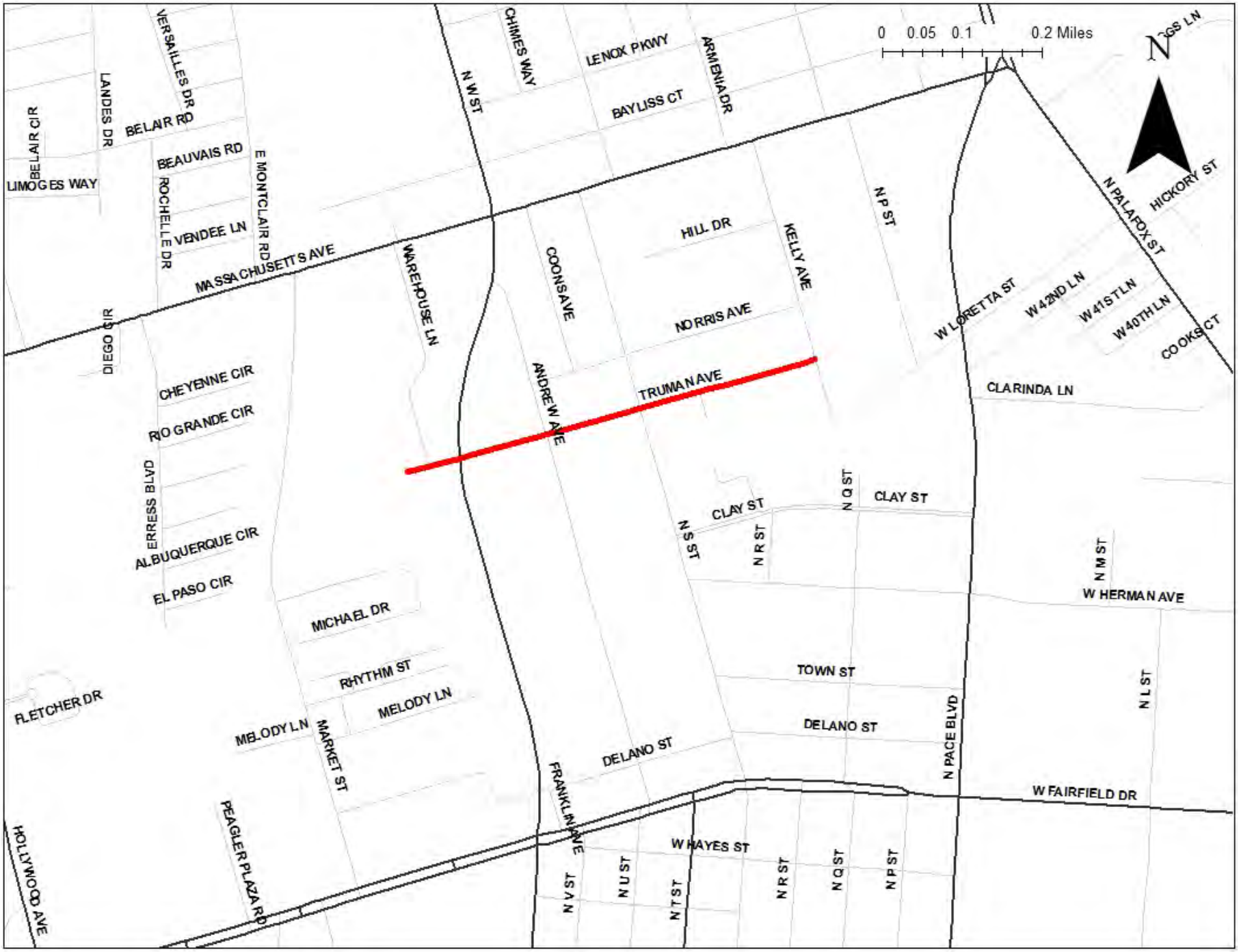
- Functionally Classified as a Minor Urban Arterial and is maintained by Escambia County with the exception of the southernmost portion approximately 1,000' north of Navy Boulevard which lies within the Pensacola City limits.
- Provides access to commercial enterprises and is a direct route between 2 Principal Arterial Roadways (Extends from Highway 29 approximately 5.2 miles south to Navy Boulevard).
- Typical Roadway cross section is 60' effective width of asphalt, 4 travel lanes plus center continuous or dedicated left-turn lane. Sidewalks exist on both sides of roadway located behind barrier curb and gutter.
- Average Daily Traffic Volume for facility is 7,000 vehicles per day – 28,000 vehicles per day depending on location. ADT for W Street at Truman Avenue is 26,000 vehicles per day (per FDOT).
- W Street – Traffic control at intersections: All intersections of W Street with functionally classified roadways are under traffic signal control. All intersections of W Street with local roadways are controlled with Stop signs requiring east-west traffic to stop and yield right of way to north-south traffic on W Street with the following exceptions of 3 local roadways under signal control.
    - Marcus Point Boulevard – Provides primary access to Marcus Pointe residential areas and Commerce Park.
    - Scott Street – Provides primary access to Catholic High school.
    - Avery Street – Provides primary access to Oakcrest Elementary and formerly Brownsville Middle School (Note: as Brownsville Middle School is no longer open a Traffic Study has been scheduled for 2016 to determine if the Traffic Signal at Avery / W should be removed.

W Street Signalized Intersections

LOCATION	ROADWAY CLASSIFICATION	LOCATION	ROADWAY CLASSIFICATION
US Highway 29	Principal Arterial	Scott Street	Local
Marcus Point Boulevard	Local	Avery Street	Local
Airport Boulevard	Minor Arterial	Mobile Highway	Principal Arterial
Beverly Parkway	Minor Arterial	Jackson Street	Urban Collector
Massachusettes Avenue	Urban Collector	Navy Boulevard	Principal Arterial
Fairfield Drive	Principal Arterial		

AREA MAP
W STREET / TRUMAN AVENUE INTERSECTION

AERIAL VIEW OF W STREET / TRUMAN AVENUE INTERSECTION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VERSAILLES DR
LANDES DR
BELAIR RD
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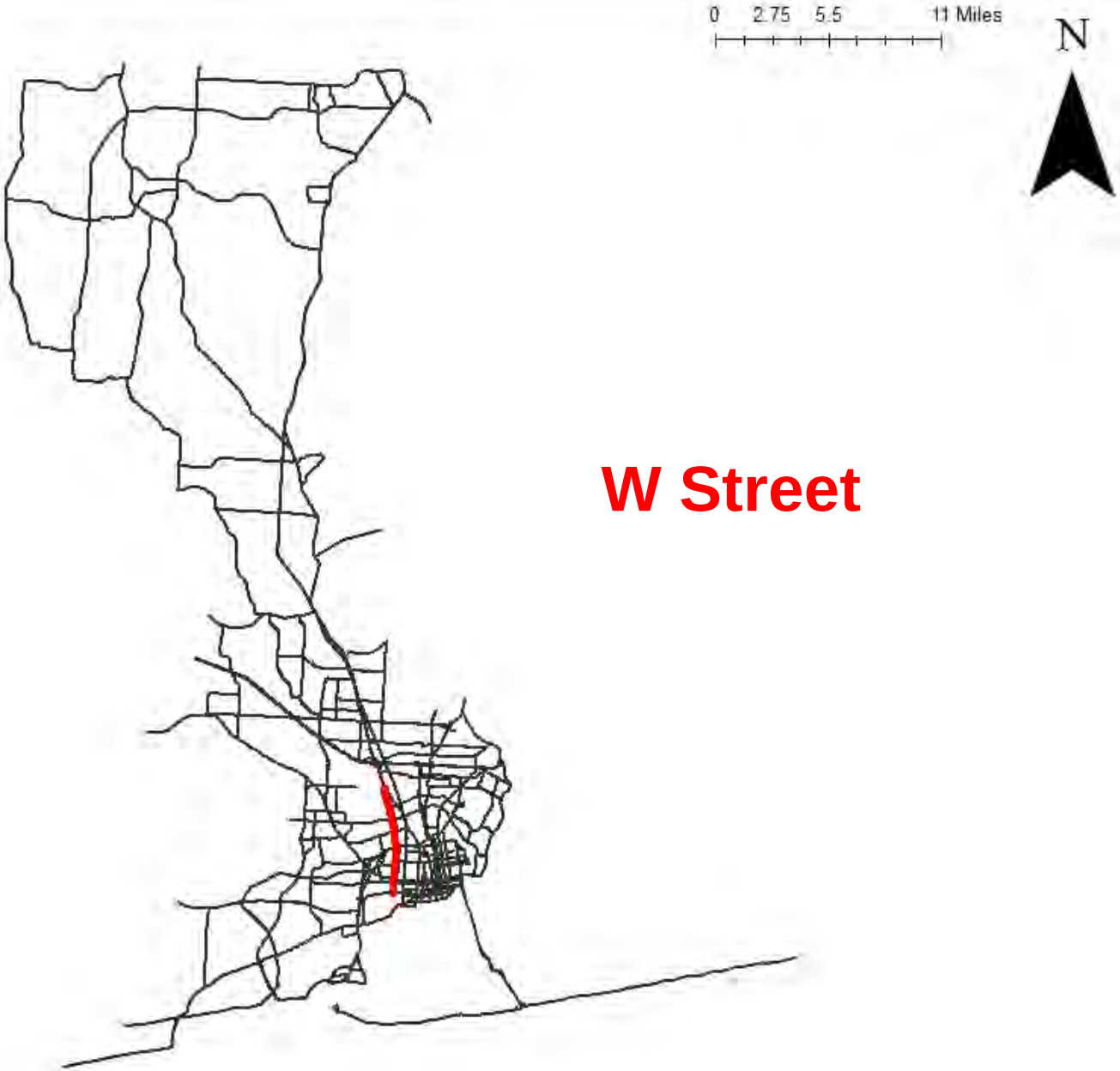
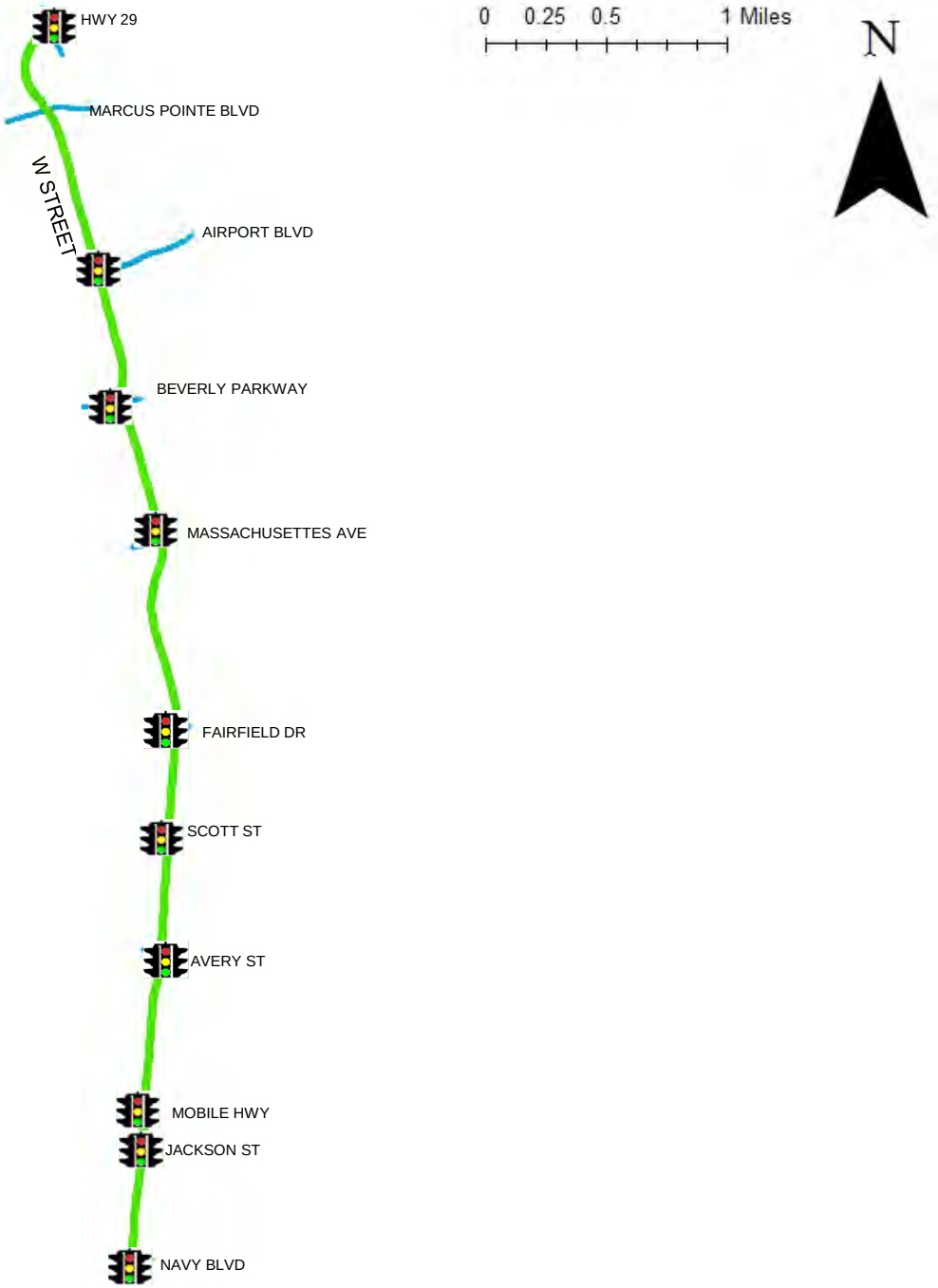
LIMOGES WAY
BEAUVAIS RD
ROCHELLE DR
VENDEE LN
E MONTCLAIR RD
MASSACHUSETTS AVE
DIEGO CIR
CHEYENNE CIR
RIO GRANDE CIR
ERRESS BLVD
ALBUQUERQUE CIR
EL PASO CIR
MICHAEL DR
RHYTHM ST
MELODY LN
MELODY LN
FLETCHER DR
MARKET ST
PEAGLER PLAZA RD
HOLLYWOOD AVE
N W ST
CHIMES WAY
LENOX PKWY
BAYLISS CT
ARMENIA DR
WAREHOUSE LN
COONS AVE
HILL DR
KELLY AVE
NORRIS AVE
ANDREW AVE
TRUMAN AVE
N P ST
N PALAFOX ST
HICKORY ST
W LORETTA ST
W 42ND LN
W 41ST LN
W 40TH LN
COOKS CT
CLARINDA LN
N Q ST
CLAY ST
CLAY ST
N S ST
N R ST
N M ST
W HERMAN AVE
TOWN ST
N L ST
DELANO ST
DELANO ST
N PACE BLVD
W FAIRFIELD DR
FRANKLIN AVE
W HAYES ST
N V ST
N U ST
N T ST
N R ST
N Q ST
N P ST

W Street


0 2.75 5.5 11 Miles
N
W Street

W STREET
SIGNALIZED INTERSECTIONS

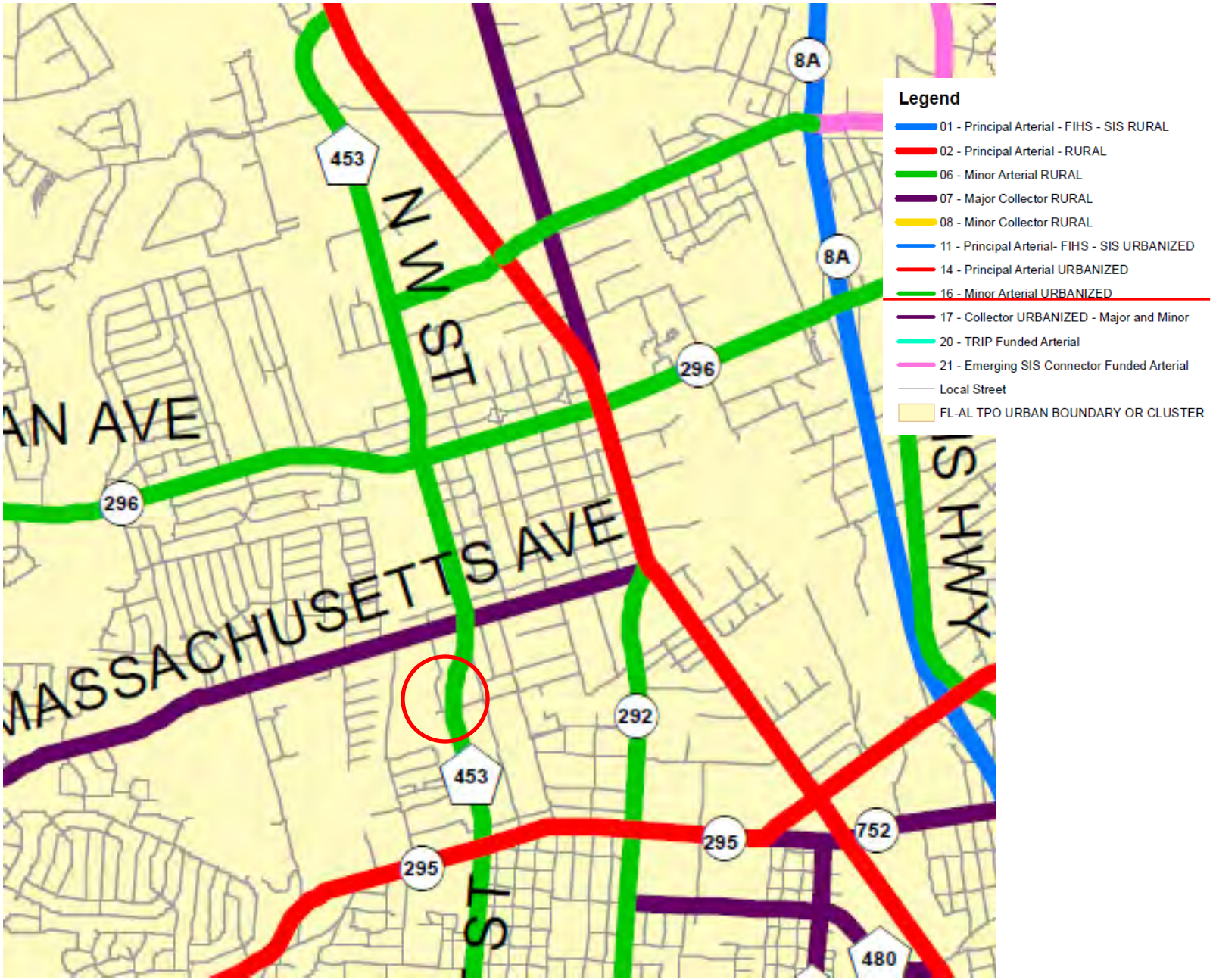
LOCATION	ROADWAY CLASSIFICATION
US Highway 29	Principal Arterial
Marcus Point Boulevard	Local
Airport Boulevard	Minor Arterial
Beverly Parkway	Minor Arterial
Massachusettes Avenue	Urban Collector
Fairfield Drive	Principal Arterial
Scott Street	Local
Avery Street	Local
Mobile Highway	Principal Arterial
Jackson Street	Major Collector
Navy Boulevard	Principal Arterial



TRUMAN AVENUE INTERSECTION AS VIEWED FROM SOUTH ON W STREET

TRUMAN AVENUE INTERSECTION AS VIEWED FROM NORTH ON W STREET

2005 FEDERAL FUNCTIONAL CLASSIFICATIONS



HIERARCHY / DEFINITIONS OF ROADWAY CLASSIFICATIONS

Arterial Roadway	A class of roadway serving major traffic movements (high-speed, high volume) for travel between major points.
Collector Roadway	In rural areas, routes that serve intra-county rather than statewide travel. In urban areas, streets that provide direct access to neighborhoods and arterials.
Local Street	A street intended solely for access to adjacent properties.

W Street / Truman Avenue Operational Evaluation of Intersection

Traffic Volumes Summary

W Street / Truman Avenue Operational Evaluation of Intersection

Traffic Volumes Summary

W Street:

- FDOT's published Averaged Daily Traffic Volume for W Street is 26,000 vehicles per day
  - Equates to 9.49 million vehicles annually.
- A 48 hour volume count (using pneumatic tubes) performed at the subject intersection onSeptember 27th, 2016 resulted in:
  - An averaged daily traffic volume for W Street at Truman Avenue of 24,592 Vehicles per day.

Truman Avenue:

- A 48 hour volume count (using pneumatic tubes) performed at the subject intersection on September 27th, 2016 resulted in:
  - An averaged daily traffic volume for Truman Avenue east of W Street of 593 Vehicles per day.
  - An averaged daily traffic volume for Truman Avenue west of W Street of 1,273 Vehicles per day.

W Street / Truman Avenue Intersection:

- A 48 hour volume count (using pneumatic tubes) performed at the subject intersection on September 27th, 2016 resulted in:
  - An averaged daily intersection total volume of 26,458 entering vehicles.
    - Equates to an estimated 9.7 million entering vehicles annually.

Truman Avenue at W Street (Bicycle / Pedestrian):

- Observation of east – west bicycle and pedestrian crossing movements of W Street at Truman Avenue were conducted at various times of day during the period of October 3rd, 2016 – October 19th, 2016:
  - Bicycle / pedestrian volumes ranged from 8-31 crossings per hour.
  - Average hourly bicycle / pedestrian volume was 16 crossings.

48 HOUR TRAFFIC VOLUME COUNTS FOR TRUMAN AVENUE

HSA Consulting Group, Inc.
1315 Country Club Road
Gulf Breeze, Florida 32563

Location: Truman Ave east of W Street
County: Escambia
Station #: TO16-1
Start Date: 27-Sep-16
Start Time: 0:00

	Eastbound					Westbound					Combined
Time	1st	2nd	3rd	4th	Hour Tot.	1st	2nd	3rd	4th	Hour Tot.	Total
0:00	1	0	0	3	4	1	0	0	0	1	5
1:00	0	1	0	0	1	1	2	1	0	4	5
2:00	2	1	0	0	3	2	2	1	0	5	8
3:00	1	2	0	0	3	1	1	0	1	3	6
4:00	0	1	1	0	2	1	0	0	0	1	3
5:00	3	1	1	2	7	1	0	0	2	3	10
6:00	4	4	10	10	28	2	0	6	8	16	44
7:00	7	7	6	4	24	6	8	8	5	27	51
8:00	9	5	5	9	28	6	2	5	10	23	51
9:00	11	5	3	4	23	8	5	2	9	24	47
10:00	9	4	9	5	27	8	6	8	8	30	57
11:00	6	6	5	12	29	11	8	11	12	42	71
12:00	6	9	7	6	28	9	8	9	13	39	67
13:00	4	7	10	9	30	9	13	10	16	48	78
14:00	4	5	12	9	30	14	8	5	10	37	67
15:00	12	12	13	6	43	15	9	18	19	61	104
16:00	8	6	6	10	30	13	10	12	12	47	77
17:00	7	6	6	8	27	21	13	12	11	57	84
18:00	8	4	7	4	23	14	13	10	5	42	65
19:00	5	5	8	6	24	11	6	5	7	29	53
20:00	4	3	6	1	14	6	4	6	2	18	32
21:00	7	3	3	2	15	5	7	6	9	27	42
22:00	6	3	4	2	15	7	1	3	6	17	32
23:00	5	2	1	0	8	1	1	3	3	8	16
Total					466					609	1075

Start Date: 28-Sep-16
Start Time: 0:00

	Eastbound					Westbound					Combined
Time	1st	2nd	3rd	4th	Hour Tot.	1st	2nd	3rd	4th	Hour Tot.	Total
0:00	2	1	0	2	5	0	1	2	0	3	8
1:00	0	1	0	0	1	0	0	0	0	0	1
2:00	0	2	0	0	2	0	1	1	1	3	5
3:00	1	1	2	0	4	0	1	1	0	2	6
4:00	0	1	2	0	3	1	0	0	0	1	4
5:00	1	1	0	2	4	3	0	1	2	6	10
6:00	3	3	8	16	30	2	1	3	8	14	44
7:00	7	6	9	9	31	6	7	6	6	25	56
8:00	5	6	7	5	23	4	4	6	5	19	42
9:00	4	7	2	9	22	7	5	4	8	24	46
10:00	3	8	6	5	22	5	9	8	8	30	52
11:00	1	3	4	11	19	7	8	8	11	34	53
12:00	6	5	1	9	21	9	8	8	2	27	48
13:00	12	7	4	6	29	6	12	12	10	40	69
14:00	6	7	9	7	29	13	12	4	14	43	72
15:00	9	7	10	9	35	10	12	6	4	32	67
16:00	9	7	9	7	32	11	16	17	10	54	86
17:00	4	10	10	11	35	25	20	15	8	68	103
18:00	7	9	7	11	34	11	14	10	7	42	76
19:00	10	5	7	4	26	9	5	9	7	30	56
20:00	8	7	5	4	24	12	5	4	11	32	56
21:00	1	4	3	3	11	2	2	7	3	14	25
22:00	3	2	8	4	17	5	8	8	6	27	44
23:00	2	1	0	0	3	3	3	1	0	7	10
Total					462					577	1039

HSA Consulting Group, Inc.
1315 Country Club Road
Gulf Breeze, Florida 32563

Location: Truman Ave west of W Street
County: Escambia
Station #: TO16-2
Start Date: 27-Sep-16
Start Time: 0:00

	Eastbound					Westbound					Combined
Time	1st	2nd	3rd	4th	Hour Tot.	1st	2nd	3rd	4th	Hour Tot.	Total
0:00	2	5	3	4	14	6	3	5	2	16	30
1:00	4	1	4	0	9	7	1	3	3	14	23
2:00	1	0	1	2	4	1	1	1	1	4	8
3:00	4	2	2	0	8	2	3	0	0	5	13
4:00	1	1	3	1	6	1	1	0	1	3	9
5:00	2	6	7	9	24	2	3	9	6	20	44
6:00	7	17	4	17	45	9	7	11	11	38	83
7:00	21	15	13	14	63	17	18	11	9	55	118
8:00	20	15	15	11	61	11	12	25	10	58	119
9:00	19	17	14	10	60	17	18	13	15	63	123
10:00	16	16	22	16	70	18	15	19	18	70	140
11:00	18	22	21	18	79	12	16	19	17	64	143
12:00	18	10	19	19	66	15	20	16	13	64	130
13:00	18	13	19	23	73	17	16	15	19	67	140
14:00	19	20	34	20	93	17	26	24	29	96	189
15:00	23	24	22	14	83	26	12	21	29	88	171
16:00	17	20	22	25	84	21	19	25	23	88	172
17:00	17	28	19	15	79	22	22	16	11	71	150
18:00	18	16	18	20	72	25	20	20	21	86	158
19:00	18	17	15	18	68	15	20	19	15	69	137
20:00	9	12	9	12	42	13	17	10	10	50	92
21:00	13	9	16	9	47	14	15	14	13	56	103
22:00	12	15	12	9	48	14	17	10	9	50	98
23:00	3	11	8	6	28	6	11	9	7	33	61
Total					1226					1228	2454

Start Date: 28-Sep-16
Start Time: 0:00

	Eastbound					Westbound					Combined
Time	1st	2nd	3rd	4th	Hour Tot.	1st	2nd	3rd	4th	Hour Tot.	Total
0:00	13	5	1	2	21	10	4	4	2	20	41
1:00	3	1	4	2	10	2	3	3	1	9	19
2:00	4	2	2	3	11	2	0	3	0	5	16
3:00	1	3	1	10	15	1	6	2	4	13	28
4:00	1	1	4	3	9	1	3	1	6	11	20
5:00	4	2	5	11	22	2	3	5	10	20	42
6:00	9	12	11	18	50	11	6	6	12	35	85
7:00	28	15	15	22	80	15	16	15	15	61	141
8:00	17	18	16	12	63	15	14	20	14	63	126
9:00	17	14	16	19	66	21	15	15	17	68	134
10:00	16	14	18	19	67	17	20	17	7	61	128
11:00	11	9	18	20	58	11	7	18	18	54	112
12:00	9	13	10	13	45	14	17	13	15	59	104
13:00	17	18	15	25	75	19	17	15	24	75	150
14:00	18	15	33	24	90	16	32	22	28	98	188
15:00	25	18	21	16	80	24	22	22	21	89	169
16:00	20	20	25	19	84	18	32	31	19	100	184
17:00	20	18	24	22	84	22	19	17	18	76	160
18:00	19	25	20	21	85	18	23	17	24	82	167
19:00	17	17	15	16	65	11	20	22	11	64	129
20:00	14	16	12	14	56	14	13	21	20	68	124
21:00	15	8	11	18	52	8	15	13	16	52	104
22:00	12	16	14	14	56	17	11	11	11	50	106
23:00	5	8	6	10	29	8	8	8	14	38	67
Total					1273					1271	2544

48 HOUR TRAFFIC VOLUME COUNTS FOR W STREET

Location: W Street north of Truman Ave
County: Escambia
Station #: TO16-3
Start Date: 27-Sep-16
Start Time: 0:00

	Northbound					Southbound					Combined
Time	1st	2nd	3rd	4th	Hour Tot.	1st	2nd	3rd	4th	Hour Tot.	Total
0:00	28	27	21	18	94	22	15	21	24	82	176
1:00	11	20	25	12	68	19	25	14	21	79	147
2:00	13	9	10	10	42	12	7	7	8	34	76
3:00	8	12	9	13	42	14	14	13	17	58	100
4:00	11	17	22	21	71	10	23	16	21	70	141
5:00	37	39	53	76	205	34	53	99	93	279	484
6:00	69	74	136	165	444	113	145	186	232	676	1120
7:00	182	188	209	232	811	223	257	279	248	1007	1818
8:00	160	164	148	152	624	207	182	179	208	776	1400
9:00	144	164	141	156	605	194	159	155	167	675	1280
10:00	187	166	163	169	685	154	175	145	178	652	1337
11:00	162	164	153	170	649	186	159	172	179	696	1345
12:00	202	162	182	207	753	173	182	170	194	719	1472
13:00	182	192	215	192	781	175	172	203	169	719	1500
14:00	213	225	214	235	887	178	173	188	227	766	1653
15:00	256	241	240	285	1022	194	201	214	229	838	1860
16:00	269	247	271	227	1014	219	192	192	213	816	1830
17:00	274	266	200	184	924	226	202	181	177	786	1710
18:00	176	159	154	153	642	173	168	134	125	600	1242
19:00	126	116	137	117	496	124	120	121	104	469	965
20:00	84	91	79	76	330	126	107	75	84	392	722
21:00	67	75	61	69	272	70	74	56	54	254	526
22:00	64	51	65	63	243	54	64	65	41	224	467
23:00	53	33	43	31	160	52	62	41	27	182	342
Total					11864					11849	23713

Start Date: 28-Sep-16
Start Time: 0:00

	Northbound					Southbound					Combined
Time	1st	2nd	3rd	4th	Hour Tot.	1st	2nd	3rd	4th	Hour Tot.	Total
0:00	37	29	24	20	110	29	25	20	16	90	200
1:00	18	16	14	18	66	15	13	26	24	78	144
2:00	12	10	12	10	44	9	12	13	5	39	83
3:00	6	5	13	9	33	9	17	11	22	59	92
4:00	13	9	24	29	75	12	21	25	22	80	155
5:00	29	38	60	56	183	37	59	75	88	259	442
6:00	61	81	140	168	450	127	155	158	223	663	1113
7:00	169	191	236	211	807	230	256	236	269	991	1798
8:00	139	185	146	130	600	199	174	193	166	732	1332
9:00	176	139	129	190	634	159	157	198	146	660	1294
10:00	129	187	189	169	674	170	152	180	176	678	1352
11:00	150	161	187	175	673	169	149	160	175	653	1326
12:00	175	185	178	185	723	180	207	175	179	741	1464
13:00	152	172	228	171	723	160	215	169	156	700	1423
14:00	197	177	233	248	855	178	169	221	224	792	1647
15:00	228	239	252	262	981	227	203	223	196	849	1830
16:00	230	267	263	232	992	188	224	212	212	836	1828
17:00	267	269	226	217	979	206	264	186	196	852	1831
18:00	180	180	167	161	688	201	178	184	176	739	1427
19:00	146	155	129	134	564	130	131	136	104	501	1065
20:00	125	119	123	110	477	128	123	108	86	445	922
21:00	85	93	93	47	318	101	113	84	79	377	695
22:00	54	61	66	55	236	70	52	57	40	219	455
23:00	47	42	58	29	176	36	58	33	44	171	347
Total					12061					12204	24265

Location: W Street south of Truman Ave
County: Escambia
Station #: TO16-4
Start Date: 27-Sep-16
Start Time: 0:00

	Northbound					Southbound					Combined
Time	1st	2nd	3rd	4th	Hour Tot.	1st	2nd	3rd	4th	Hour Tot.	Total
0:00	31	23	26	20	100	19	16	22	24	81	181
1:00	15	20	21	15	71	22	24	15	20	81	152
2:00	17	9	9	9	44	14	6	8	8	36	80
3:00	10	14	9	11	44	15	16	14	17	62	106
4:00	12	19	21	21	73	12	21	19	21	73	146
5:00	38	40	56	77	211	36	49	97	97	279	490
6:00	71	71	144	164	450	112	152	173	236	673	1123
7:00	185	195	219	226	825	226	263	275	260	1024	1849
8:00	151	168	170	141	630	199	188	174	208	769	1399
9:00	155	155	141	157	608	191	165	153	164	673	1281
10:00	196	168	168	181	713	154	181	148	178	661	1374
11:00	156	175	173	184	688	189	175	181	186	731	1419
12:00	190	172	189	199	750	171	170	174	194	709	1459
13:00	192	186	212	182	772	191	169	212	172	744	1516
14:00	202	231	214	248	895	179	170	196	220	765	1660
15:00	258	224	262	295	1039	198	203	208	244	853	1892
16:00	273	250	268	226	1017	218	191	193	213	815	1832
17:00	272	277	192	181	922	226	208	187	181	802	1724
18:00	188	173	150	150	661	185	171	131	129	616	1277
19:00	129	128	143	111	511	139	133	119	111	502	1013
20:00	87	92	79	72	330	119	105	76	80	380	710
21:00	72	68	66	68	274	65	70	66	56	257	531
22:00	64	56	59	59	238	52	66	66	40	224	462
23:00	50	34	46	31	161	48	67	45	26	186	347
Total					12027					11996	24023

Start Date: 28-Sep-16
Start Time: 0:00

	Northbound					Southbound					Combined
Time	1st	2nd	3rd	4th	Hour Tot.	1st	2nd	3rd	4th	Hour Tot.	Total
0:00	32	30	24	22	108	30	26	21	15	92	200
1:00	18	19	13	19	69	17	13	27	23	80	149
2:00	7	10	17	10	44	10	12	17	8	47	91
3:00	8	7	15	11	41	9	14	10	29	62	103
4:00	12	14	24	33	83	10	23	23	20	76	159
5:00	30	37	67	59	193	43	56	79	93	271	464
6:00	70	86	148	168	472	133	159	163	237	692	1164
7:00	186	189	232	218	825	243	254	241	270	1008	1833
8:00	147	184	155	133	619	198	171	195	168	732	1351
9:00	171	137	147	202	657	152	152	196	155	655	1312
10:00	125	195	190	162	672	169	147	184	183	683	1355
11:00	154	162	201	179	696	173	146	164	179	662	1358
12:00	181	194	176	186	737	172	204	177	179	732	1469
13:00	165	176	221	179	741	161	218	182	163	724	1465
14:00	201	195	233	247	876	181	175	223	226	805	1681
15:00	234	236	273	273	1016	224	193	236	192	845	1861
16:00	246	274	279	231	1030	195	217	219	214	845	1875
17:00	269	264	231	226	990	211	260	191	205	867	1857
18:00	185	192	173	168	718	202	190	187	172	751	1469
19:00	147	159	143	128	577	133	133	137	107	510	1087
20:00	122	133	125	115	495	126	125	107	88	446	941
21:00	78	81	84	58	301	101	98	96	81	376	677
22:00	64	61	67	59	251	75	66	55	47	243	494
23:00	49	43	54	31	177	35	63	30	44	172	349
Total					12388					12376	24764

Time	Avg Total		EB Avg
6:00	1131		48
7:00	1834		72
8:00	1377		62
9:00	1201		63
10:00	1258		69
11:00	1380		69
12:00	1474		56
13:00	1467		74
14:00	1665		92
15:00	1872		82
16:00	1850		84
17:00	1775		82
18:00	1360		79

AM PEAK HOUR

PM PEAK HOUR

W Street / Truman Avenue Hourly Averaged (2day) Volumes for Major and Higher Volume Minor Intersection Approaches

W Street / Truman Avenue Operational Evaluation of Intersection – Pedestrian Movements

Time	EB Peds	WB Peds	Hour Total
7:00	15	5	20
8:00	20	11	31
9:00	8	8	16
10:00	11	5	16
11:00	9	3	12
12:00	14	9	23
13:00	9	10	19
14:00	14	3	17
15:00	7	3	10

Pedestrian counts performed 10/3/2016

ESCAMBIA COUNTY POLICY REGARDING PERMITTING OR PROVISION OF PEDESTRIAN CROSSINGS AT UNCONTROLLED LOCATIONS ON COUNTY MAINTAINED ROADWAYS

Engineering Study – Evaluation of Location for Proposed Uncontrolled Pedestrian Crossing

Proposed Location: W Street at Truman Avenue

Roadway Classification __ Residential __Local /Non-Classified __ Collector X_Arterial

Pedestrian Volume (crossings within 100' of proposed location, combined total for any 4 hours observed)__83_____

Annual Daily Traffic Volume of Roadway__26,000 vpd_____

Posted / Prevailing Speeds of Traffic__45mph_____

Unprotected Crossing Distance(s) __78'_____

Critical Sight Distances ___Deficient, uncorrectable X_Deficient, correctable ___Adequate

Parking Prohibition Required ? Y (N)

Safety History: (provide narrative) 2011-2015 - Average crash frequency 8 crashes per year (2 bike / 0 pedestrian).

Recommendation:

- Non Crossing Pedestrian Warning Advisory (Enhanced with Solar Powered Flashing Beacon)

Where pedestrian presence and crossing activity is considerable over a general area of roadway but not confined to a specific crossing point or a marked regulatory crossing is not recommended, the section of roadway may be posted with an advance warning sign. This treatment does not assign right of way to the pedestrian, it serves as advisory to notify approaching motorists of a 'pedestrian presence' on the roadway ahead. Due to crossing distance, speed/volume of traffic and pedestrian volume, addition of solar powered flashing beacons is recommended to proposed warning signs.

W Street / Truman Avenue Operational Evaluation of Intersection

Safety History

W Street / Truman Avenue Operational Evaluation of Intersection

Safety History Summary

Intersection Safety History 2011 – 2015:

- 40 reported crashes for 5 year period examined.
  - Equates to a crash frequency of 8 crashes per year.
  - Equates to a crash ratio of 0.82 crashes per million entering vehicles.
    - Note: Escambia County average crash ratio in 2009 was 1.37 crashes per million entering vehicles.
- Crash Frequency per year:
  - 2011 – 7
  - 2012 – 8
  - 2013 – 3
  - 2014 – 11
  - 2015 – 11
- Angle crashes per year:
  - 2011 – 2
  - 2012 – 3
  - 2013 – 3
  - 2014 – 9
  - 2015 – 6
- Distribution of crash types (2011-2015)
  - Angle - 23 (57.5%)
  - Sideswipe – 5 (12.5%)
  - Rear end – 4 (10%)
  - Single Vehicle Run off Road – 3 (0.75%)
  - Bicycle – 2 (0.5%)
  - Backing – 2(0.5%)
  - Head On – 1 (0.25%)

W Street / Truman Avenue Operational Evaluation of Intersection

Safety History Summary

Intersection Safety History 2011 – 2015:

- Lighting Conditions:
  - Daytime – 28 (70%)
  - Night time – 12 (30%)

Angle / Left Turn Crashes 2014-2015:

- Frequency
  - 2014 – 9
  - 2015 – 6

- Conflict Distribution
  - Northbound vs Eastbound – 5 (33.3%)
  - Northbound vs Westbound – 1 (0.67%)
  - Southbound vs Eastbound – 5 (33.3%)
  - Southbound vs Westbound – 1 (0.67%)
  - Eastbound vs Westbound Left – 2 (13.3%)
  - Westbound vs Southbound Left – 1(0.67%)

- Severity
  - Property Damage Only – 9 (60%)
  - Personal Injury – 6 (40%)
  - Fatal – 0 – (0%)

W Street / Truman Avenue Operational Evaluation of Intersection

Safety History Summary

Prevailing Speeds of Traffic (W Street):

- Posted Speed Limit 45 Miles Per Hour
- 85th Percentile (Prevailing) Speed of Traffic 48 Miles Per Hour
- 50th Percentile (Average) Speed of Traffic 44 Miles Per Hour
- 10 MPH Pace Speed of Traffic 38 Miles Per Hour – 48 Miles Per Hour
- Percent of Traffic traveling within 10 MPH Pace Speed 80%

Critical Sight Distance Availability:

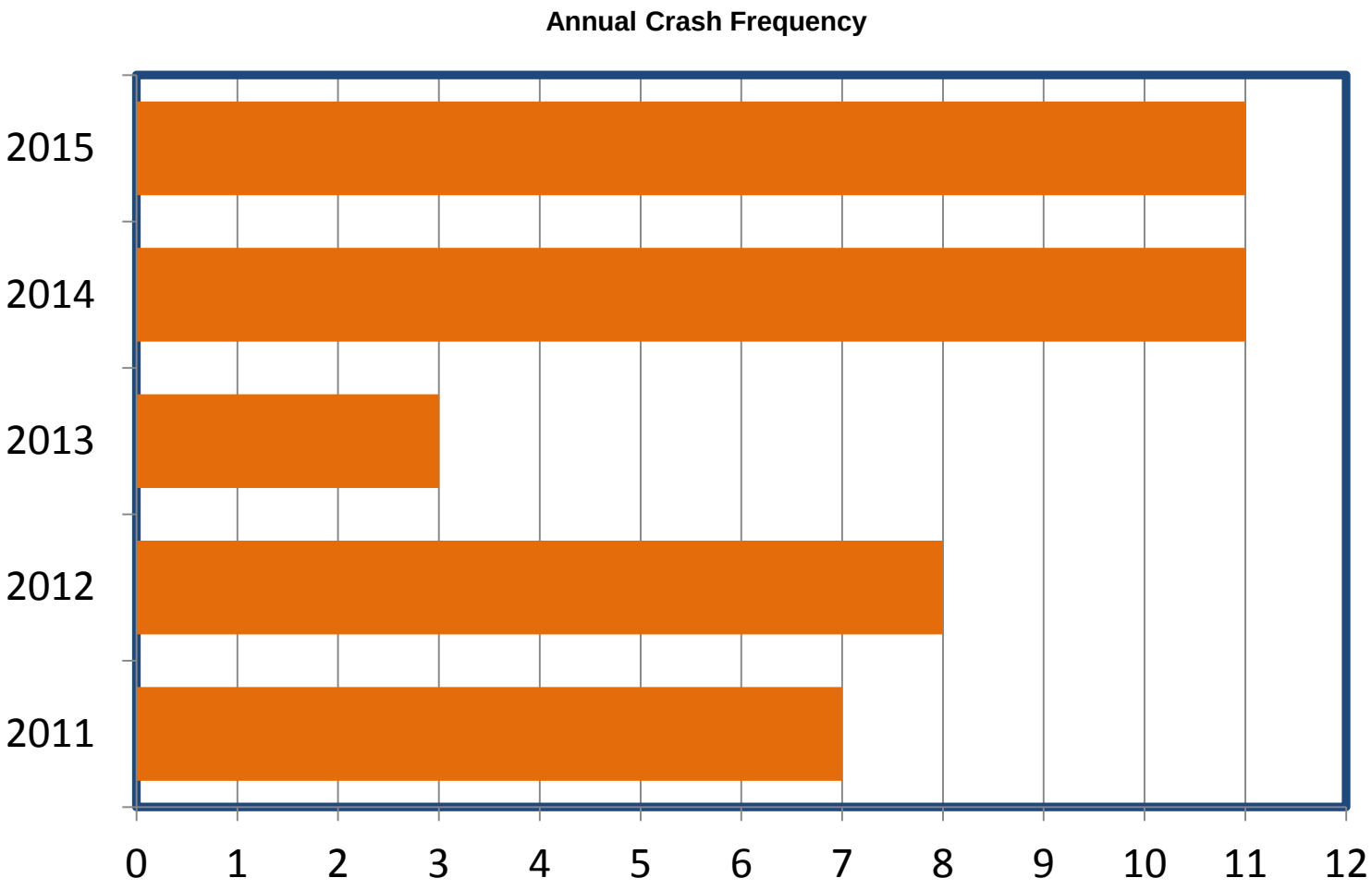
- All Critical Intersection and Stopping Lines of Sight adequate with the exception of:
    - Intersection sight distance deficiency on southeast quadrant of intersection.

County Crash and Fatality Rates per 100 million Vehicle Miles Traveled or 100 Million Entering Vehicles

	Crashes					Fatalities					Alcohol-Related Fatalities				
	# of Crashes		Crash Rate			# of Fatalities		Fatality Rate			# of A/R Fatalities		Alcohol-Related Fatality Rate		
County	2008	2009	2008	2009	% Change	2008	2009	2008	2009	% Change	2008	2009	2008	2009	% Change
Alachua	4,415	4,465	150.9	156.2	3.6%	42	30	1.4	1.0	-26.9%	15	11	0.5	0.4	-24.9%
Baker	302	278	52.6	47.5	-9.9%	12	13	2.1	2.2	6.1%	1	6	0.2	1.0	487.5%
Bay	2,549	2,867	138.9	156.7	12.8%	22	28	1.2	1.5	27.7%	11	17	0.6	0.9	55.0%
Bradford	397	311	104.8	83.0	-20.8%	8	7	2.1	1.9	-11.6%	3	1	0.8	0.3	-66.3%
Brevard	4,909	4,750	75.0	75.0	0.0%	81	54	1.2	0.9	-31.1%	30	24	0.5	0.4	-17.3%
Broward	26,417	25,957	160.4	161.6	0.8%	228	189	1.4	1.2	-15.0%	65	58	0.4	0.4	-8.5%
Calhoun	95	103	38.7	42.1	8.6%	3	5	1.2	2.0	67.0%	2	2	0.8	0.8	0.2%
Charlotte	1,514	1,485	67.3	67.6	0.4%	24	28	1.1	1.3	19.5%	12	11	0.5	0.5	-6.1%
Citrus	941	981	62.4	62.7	0.5%	23	33	1.5	2.1	38.3%	11	16	0.7	1.0	40.2%
Clay	1,595	1,574	96.2	97.9	1.8%	15	16	0.9	1.0	10.0%	7	11	0.4	0.7	62.1%
Collier	2,222	1,953	67.5	60.5	-10.4%	34	39	1.0	1.2	16.9%	8	15	0.2	0.5	91.1%
Columbia	1,035	926	80.3	71.1	-11.4%	36	26	2.8	2.0	-28.5%	18	10	1.4	0.8	-45.0%
De Soto	284	282	79.2	80.3	1.4%	9	9	2.5	2.6	2.1%	5	5	1.4	1.4	2.1%
Dixie	140	150	48.9	52.5	7.5%	3	4	1.0	1.4	33.7%	2	3	0.7	1.0	50.4%
Duval	14,771	14,102	138.4	134.0	-3.2%	120	114	1.1	1.1	-3.7%	46	49	0.4	0.5	8.0%
Escambia	4,419	4,637	127.7	136.9	7.2%	63	38	1.8	1.1	-38.4%	30	18	0.9	0.5	-38.7%
Flagler	695	715	65.3	65.3	0.1%	31	16	2.9	1.5	-49.8%	16	9	1.5	0.8	-45.3%
Franklin	82	99	40.7	52.1	28.3%	3	3	1.5	1.6	6.2%	1	3	0.5	1.6	218.7%

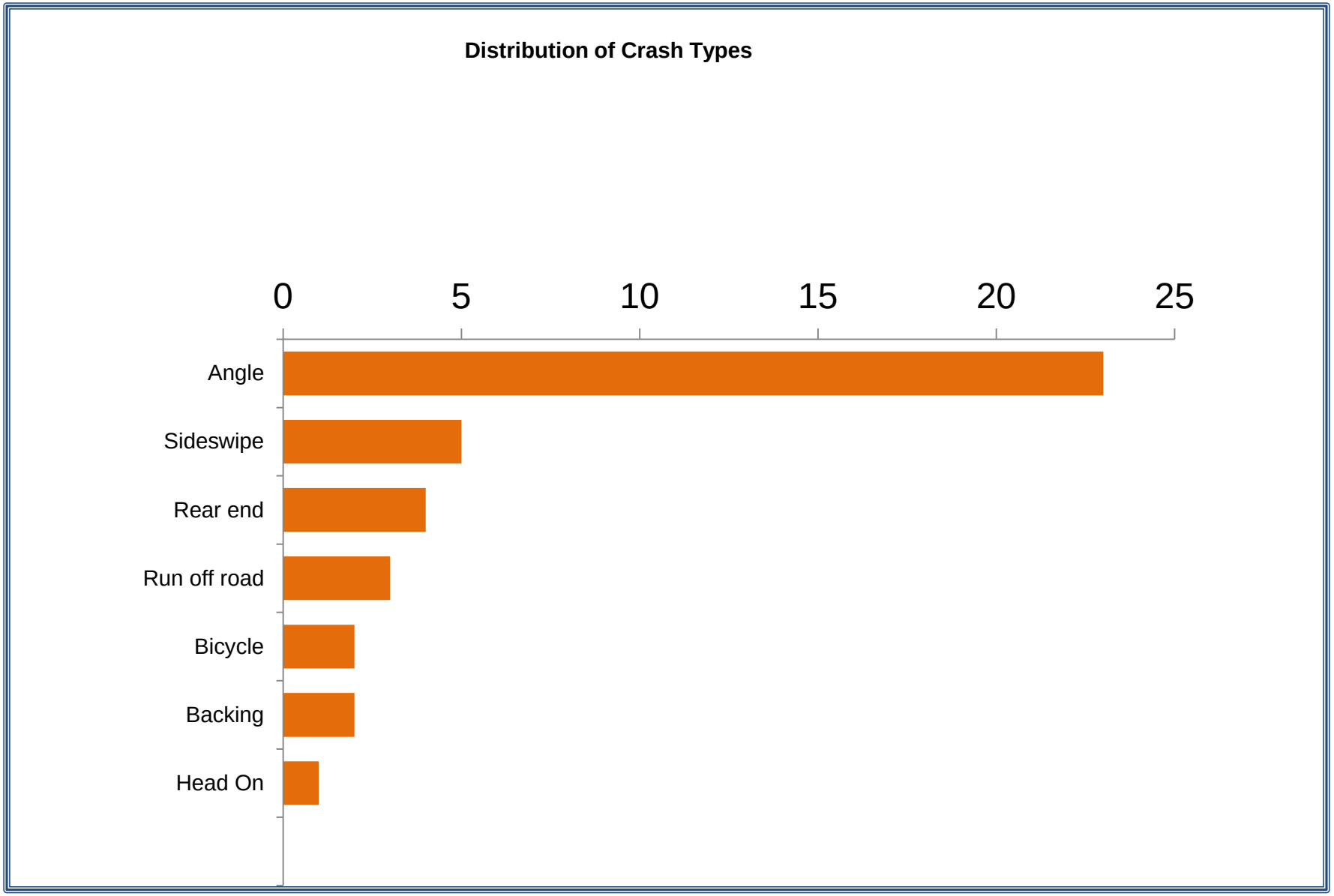
The average crash rate 2009 for Escambia County 1.37 per Million Miles / Entering Vehicles

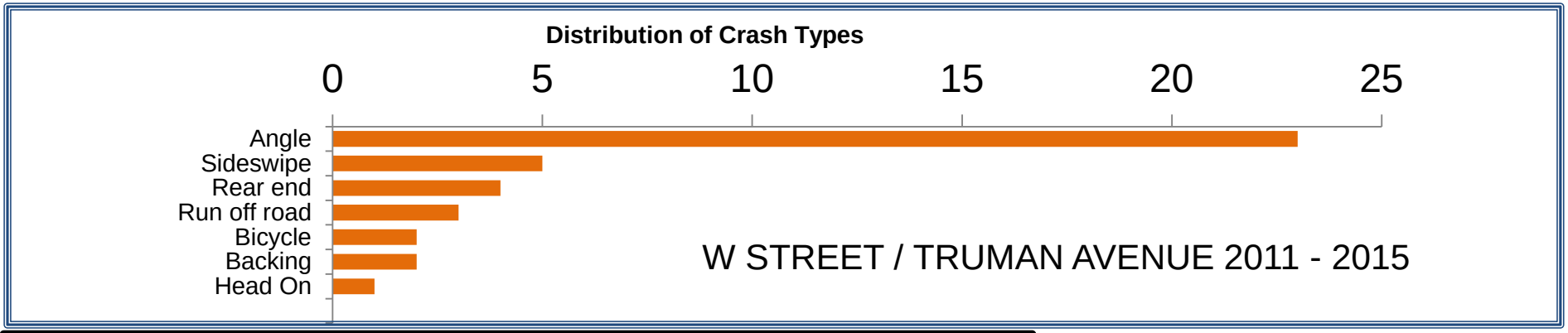
The averaged crash rate 2011 - 2015 for Subject Intersection 0.82 per Million Miles / Entering Vehicles



W STREET / TRUMAN AVENUE 2011 - 2015

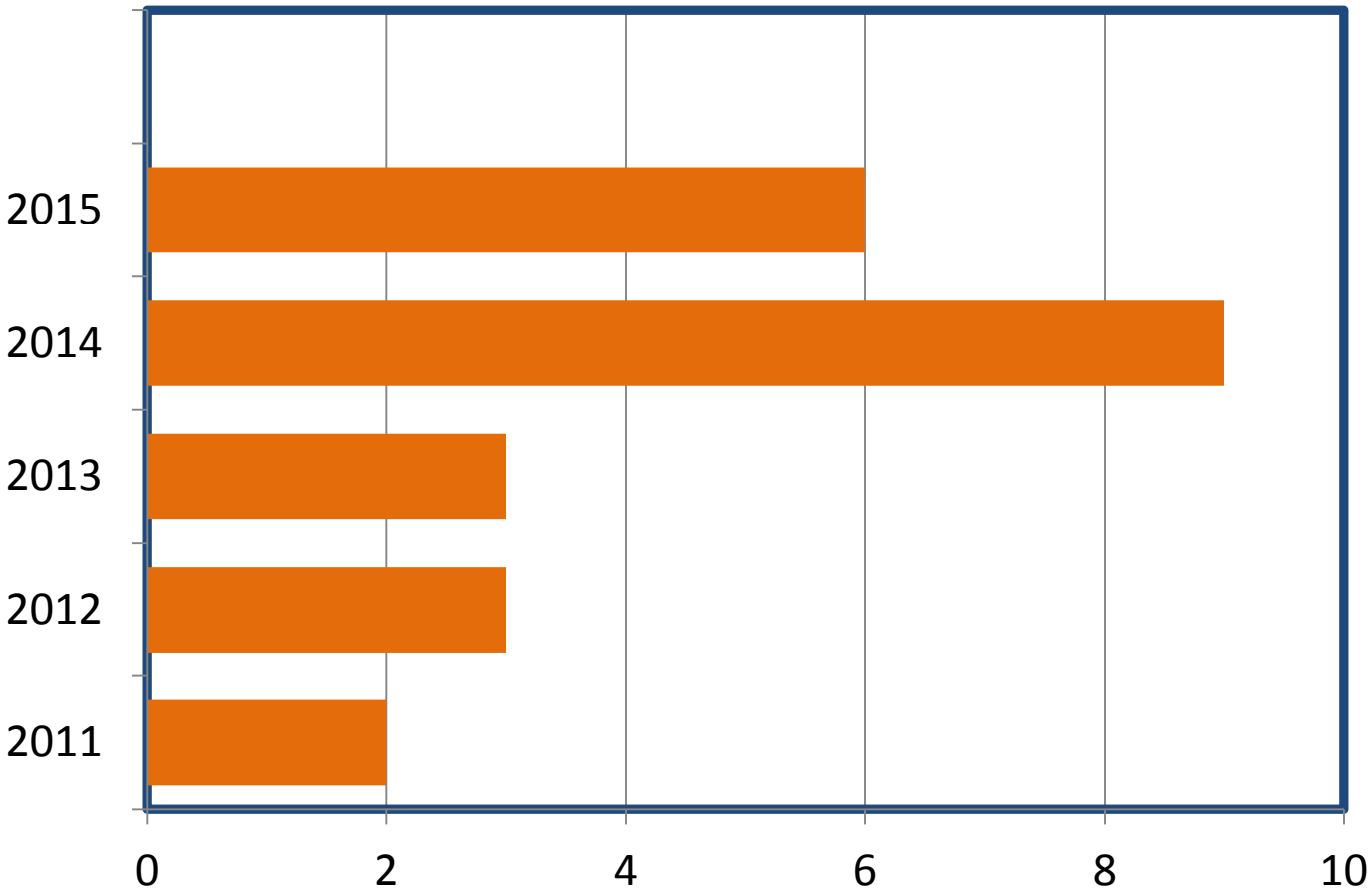
W STREET / TRUMAN AVENUE 2011 - 2015





HSMV_CRNUM	CRASH_DATE	CRASH_TIME	EVENT
82076024	4/5/2011	1835	ANGLE
82091038	5/3/2011	1359	DITCH
82259442	6/5/2011	2043	SIDESWIPE
82259804	7/20/2011	844	ANGLE
82814180	10/14/2011	1445	PEDALCYCLE
82243728	11/11/2011	2205	FRONT TO REAR
82831381	11/28/2011	1640	REAR TO FRONT
82865571	2/11/2012	1310	ANGLE
82882231	3/1/2012	1650	ANGLE
82894000	3/27/2012	911	FENCE
82893787	4/15/2012	1300	ANGLE
83144808	6/8/2012	1410	FRONT TO REAR
83166894	6/20/2012	1630	FENCE
83161908	8/24/2012	1550	FRONT TO REAR
82053598	11/29/2012	1535	FRONT TO FRONT
83262584	1/7/2013	845	ANGLE
83652981	8/17/2013	2015	ANGLE
83650689	10/31/2013	1217	ANGLE
83737390	1/24/2014	1802	FRONT TO REAR
83718332	2/12/2014	1740	ANGLE
83721519	2/15/2014	2220	ANGLE
83336209	4/1/2014	1742	ANGLE
83749103	4/18/2014	1847	ANGLE
83825234	6/10/2014	1700	ANGLE
83833295	7/11/2014	200	ANGLE
84491217	8/24/2014	40	ANGLE
84501258	9/25/2014	1624	ANGLE
84519777	11/3/2014	1640	ANGLE
84558333	12/31/2014	2230	SIDESWIPE
84534368	1/17/2015	909	ANGLE
84881145	3/20/2015	639	ANGLE
85118335	5/8/2015	2024	ANGLE
85110875	5/25/2015	1052	REAR TO FRONT
85128264	7/15/2015	1704	SIDESWIPE
85113176	7/17/2015	1656	SIDESWIPE
85138429	8/1/2015	2020	SIDESWIPE
85180755	9/11/2015	1443	ANGLE
85179939	9/21/2015	730	ANGLE
85190127	11/6/2015	1701	ANGLE
85227980	12/7/2015	1000	PEDALCYCLE

Annual Angle Collision Frequency

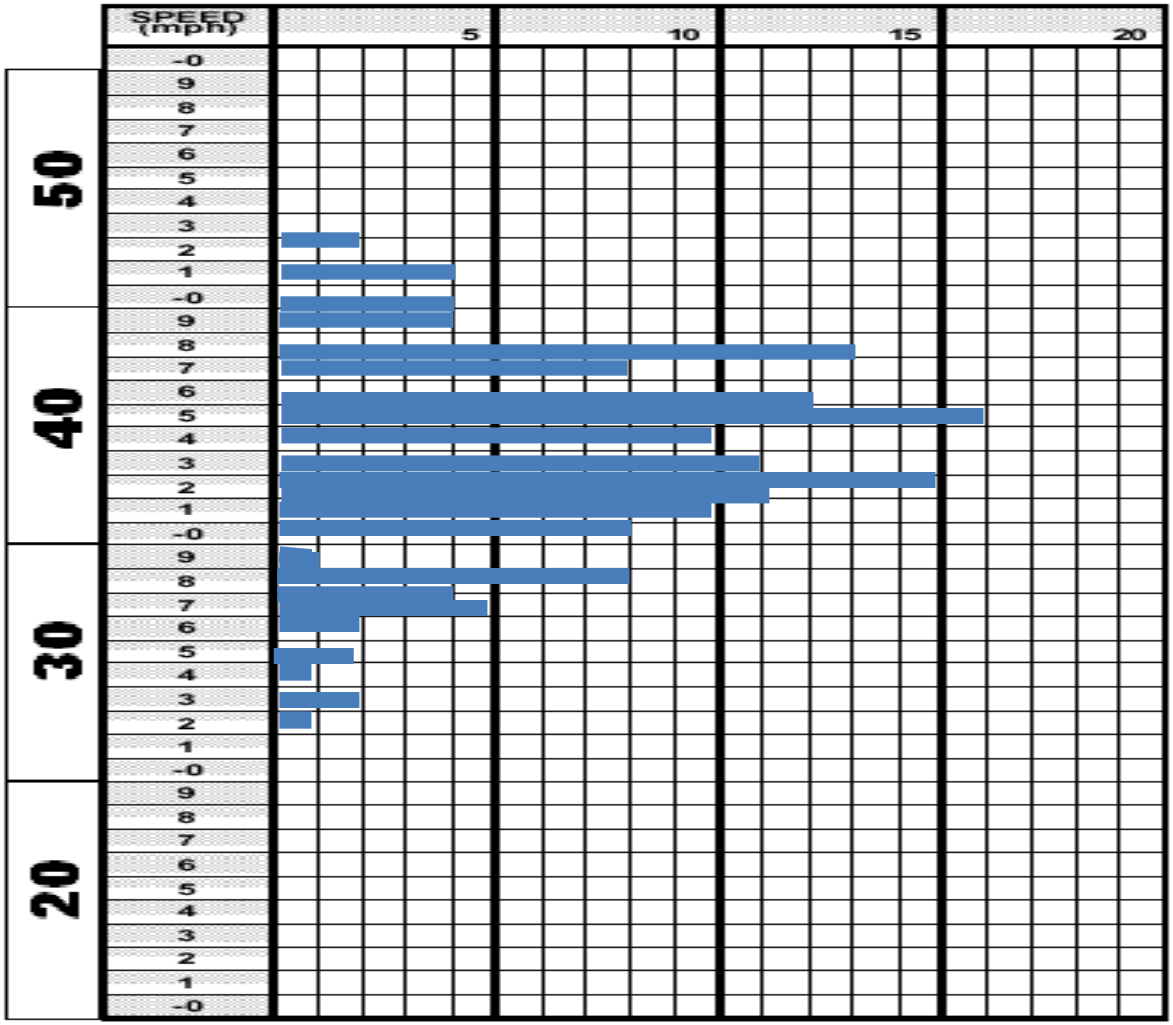


W STREET / TRUMAN AVENUE 2011 - 2015

SPOT SPEED STUDY – W STREET at TRUMAN AVENUE

Prevailing speeds of Traffic on Major Roadway permit usage of 70% Volume Criteria in regards to MUTCD Signal Warrants.

POSTED SPEED LIMIT 45 MPH
85th PERCENTILE SPEED 48 MPH
50th PERCENTILE SPEED (Average Speed) 44 MPH
10 MPH PACE SPEED 38 MPH – 48 MPH
PERCENT IN 10 MPH PACE – 80 %
VEHICLES OBSERVED 138



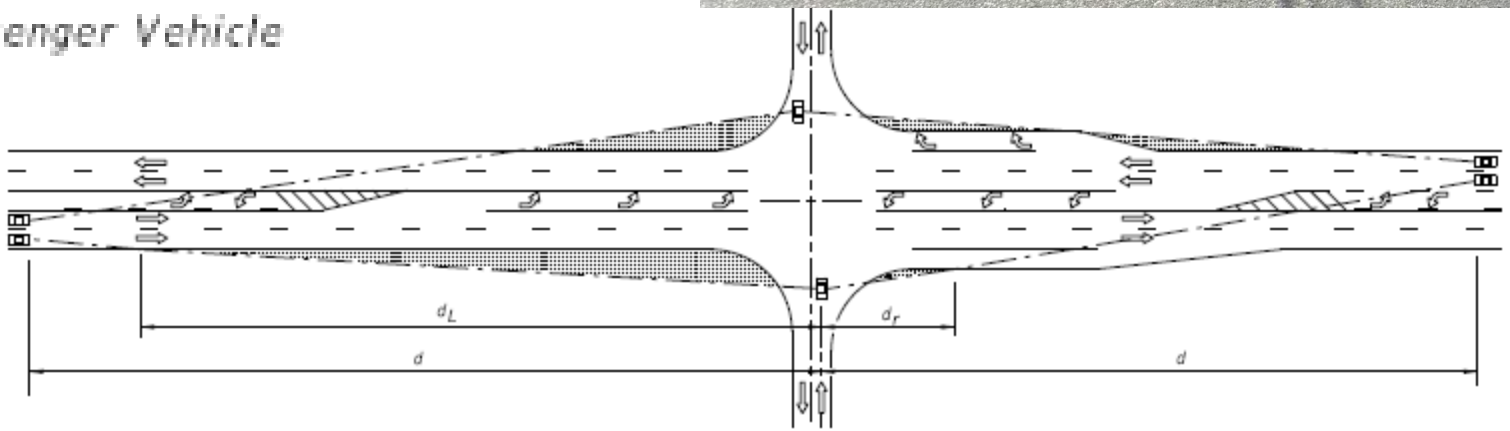
BI-DIRECTIONAL OBSERVATION OF FREE FLOWING VEHICLES ONLY MADE UNDER GOOD CONDITIONS ON 9/6/2016 BY A. THEDFORD

FDOT 2016 DESIGN STANDARDS	SIGHT DISTANCE AT INTERSECTIONS	INDEX NO. 546

Design Speed	d	d_L	d_r
30	375	265	80
35	440	315	95
40	500	355	110
45	565	400	120
50	625	445	135
55	690	490	150
60	750	530	160
65	815	580	175

Passenger Vehicle

Intersection sight distance left for WB traffic reduced to 240' due to overgrowth located along east R/W of W Street.



PICTORIAL
4 LANE UNDIVIDED WITH OPTIONAL LANE

W Street / Truman Avenue Operational Evaluation of Intersection

General Countermeasures for Crash Patterns and their Probable Causes *

Crash Pattern	Probable Cause	General Countermeasure
Right-angle collisions at unsignalized intersections	Restricted sight distance	Remove sight obstructions Restrict parking near corners Install stop signs (see MUTCD) Install warning signs (see MUTCD) Install/improve street lighting Reduce speed limit on approaches* Install signals (see MUTCD) Channelize intersection
	Large total intersection volume	Install signals (see MUTCD)
	High approach speed	Reduce speed limit on approaches* Install rumble strips

* Taken from Federal Highway Administration's *'Safety Design and Operational Practices for Streets and Highways'*

W Street / Truman Avenue Operational Evaluation of Intersection

Overview of Traffic Volumes in Consideration of Signal Warrants

W Street / Truman Avenue Operational Evaluation of Intersection

Overview of Traffic Volumes in Consideration of Signal Warrants

W Street:

Pneumatic tube traffic counters were placed across W Street immediately north and south of the subject intersection. The counters collected data 2 consecutive 24 hour periods (Tuesday 9/27 & Wednesday 9/28). For each travel direction the approach volumes recorded for each corresponding hour were averaged together to obtain the best representation of the volume of traffic on a typical weekday.

Truman Avenue:

Pneumatic tube traffic counters were placed across Truman Avenue immediately east and west of the subject intersection. The counters collected data 2 consecutive 24 hour periods (Tuesday 9/27 & Wednesday 9/28). For each travel direction the approach volumes recorded for each corresponding hour were averaged together to obtain the best representation of the volume of traffic on a typical weekday.

Highest Minor Side Street Volumes:

In performance of a Traffic Signal Warrant Analysis in accordance with the *Manual on Uniform Traffic Control Devices* only the highest volume minor street (Truman Avenue) approach is considered for each hour however that volume can occur on either side of the major street (W Street). In comparison of the intersection approach volumes it is found that for every hour of the day the higher minor speed approach volumes for Truman Avenue occurred on the east bound intersection approach (west side of W Street). For this reason the Truman Avenue eastbound intersection approach will be the only minor side street considered in volume related traffic signal warrants.

Intersection Peak Hours:

Many traffic studies are performed during the periods of highest traffic demands to determine the most extreme effect that volume, delay and other factors have on the operation of a transportation facility. “Peak Hour(s)” are identified by analyzing traffic hourly volume data which determines the time of day when (in this case) an intersection experiences it’s highest hourly volumes.

- Intersection Peak hours for W Street / Truman Avenue
    - AM Peak Hour 7:00 – 8:00
    - PM Peak Hour 3:00 – 4:00

W Street / Truman Avenue Operational Evaluation of Intersection

Overview of Traffic Volumes in Consideration of Signal Warrants

Right Turn Volumes from Minor Street Approach:

Per the *Manual on Uniform Traffic Control Devices* (MUTCD), Section 4C.01 "Studies and Factors for Justifying Traffic Control Signals" paragraph 08 *"The study should consider the effects of the right-turn vehicles from the minor-street approaches. Engineering judgment should be used to determine what, if any, portion of the right-turning traffic is subtracted from the minor-street traffic count when evaluating the count against the signal warrants…"*.

Simply meaning that if a vehicle is able to make a right turn and enter onto the major roadway without experiencing any delay or causing delay to others then that vehicle has not affected or impacted the intersection's operation or it's level of service and for all purposes that vehicle does not exist and should not be included in the minor-street approach volume.

To determine what percentage of right turns should be deducted, the eastbound intersection approach was observed and manual vehicle turning movement counts were taken noting the number of right turning vehicles that did and did not experience delay when entering onto W Street. These counts were performed during peak and off peak hours. The actual percentages of non-delayed right turning vehicles observed for the corresponding peak hours of 7:00AM (44%), 2:00PM (46%), 3:00PM (37%) were deducted from the approach volumes for those hours. The mid-day off peak hour's observation of 33% of right turning vehicles that did not experience delay were deducted from the remaining hours used (6am,9am,10am,11am,12pm,1pm,5pm,6pm,).

	Truman EB		Truman EB
Time	RT Factorization	Time	RT Factorization
6:00	32	12:00	38
7:00	40	13:00	50
8:00	42	14:00	50
9:00	42	15:00	52
10:00	46	16:00	56
11:00	46	17:00	55
12:00	38	18:00	53

The resulting minor-street approach volume values shown are those that will be used in the traffic signal warrant analysis.

Section 4C.01 Studies and Factors for Justifying Traffic Control Signals

Standard:

01 **An engineering study of traffic conditions, pedestrian characteristics, and physical characteristics of the location shall be performed to determine whether installation of a traffic control signal is justified at a particular location.**

Guidance:

05 *A traffic control signal should not be installed unless one or more of the factors described in this Chapter are met.*

06 *A traffic control signal should not be installed unless an engineering study indicates that installing a traffic control signal will improve the overall safety and/or operation of the intersection.*

07 *A traffic control signal should not be installed if it will seriously disrupt progressive traffic flow.*

08 *The study should consider the effects of the right-turn vehicles from the minor-street approaches. Engineering judgment should be used to determine what, if any, portion of the right-turn traffic is subtracted from the minor-street traffic count when evaluating the count against the signal warrants listed in Paragraph 2.*

09 *Engineering judgment should also be used in applying various traffic signal warrants to cases where approaches consist of one lane plus one left-turn or right-turn lane. The site-specific traffic characteristics should dictate whether an approach is considered as one lane or two lanes. For example, for an approach with one lane for through and right-turning traffic plus a left-turn lane, if engineering judgment indicates that it should be considered a one-lane approach because the traffic using the left-turn lane is minor, the total traffic volume approaching the intersection should be applied against the signal warrants as a one-lane approach. The approach should be considered two lanes if approximately half of the traffic on the approach turns left and the left-turn lane is of sufficient length to accommodate all left-turn vehicles.*

10 *Similar engineering judgment and rationale should be applied to a street approach with one through/left-turn lane plus a right-turn lane. In this case, the degree of conflict of minor-street right-turn traffic with traffic on the major street should be considered. Thus, right-turn traffic should not be included in the minor-street volume if the movement enters the major street with minimal conflict. The approach should be evaluated as a one-lane approach with only the traffic volume in the through/left-turn lane considered.*

Warrant Volumes Derived from Averaging 2 Day Volume Counts

Time	NBday1	NBday2	NBday1+2	NB Avg
6:00	450	472	922	461
7:00	825	825	1650	825
8:00	630	619	1249	625
9:00	608	657	1265	633
10:00	713	672	1385	693
11:00	688	696	1384	692
12:00	750	737	1487	744
13:00	772	741	1513	757
14:00	895	876	1771	886
15:00	1039	1016	2055	1028
16:00	1017	1030	2047	1024
17:00	922	990	1912	956
18:00	661	718	1379	690

Time	SBday1	SBday2	SBday1+2	SB Avg
6:00	676	663	1339	670
7:00	1007	991	1998	1009
8:00	776	732	1508	752
9:00	675	660	1335	568
10:00	652	678	1330	565
11:00	696	653	1349	688
12:00	719	741	1460	730
13:00	719	700	1419	710
14:00	766	792	1558	779
15:00	838	849	1687	844
16:00	816	836	1652	826
17:00	786	852	1638	819
18:00	600	739	1339	670

SB Avg	NB Avg	Avg Total
670	461	1131
1009	825	1834
752	625	1377
568	633	1201
565	693	1258
688	692	1380
730	744	1474
710	757	1467
779	886	1665
844	1028	1872
826	1024	1850
819	956	1775
670	690	1360

Time	EBday1	EBday2	EBday1+2	EB Avg
6:00	45	50	95	48
7:00	63	80	143	72
8:00	61	63	124	62
9:00	60	66	126	63
10:00	70	67	137	69
11:00	79	58	137	69
12:00	66	45	111	56
13:00	73	75	148	74
14:00	93	90	183	92
15:00	83	80	163	82
16:00	84	84	168	84
17:00	79	84	163	82
18:00	72	85	157	79

Time	Avg Total		EB Avg
6:00	1131		48
7:00	1834		72
8:00	1377		62
9:00	1201		63
10:00	1258		69
11:00	1380		69
12:00	1474		56
13:00	1467		74
14:00	1665		92
15:00	1872		82
16:00	1850		84
17:00	1775		82
18:00	1360		79

ADJUSTED APPROACH VOLUMES
FACTORING OUT PERCENTAGE OF UNDELAYED RIGHT TURN MOVEMENTS

Time	RT w/delay	RT w/no delay	Thru	Left	EB Total	RT w/no delay % of Total EB Approach
700-800	26	46	15	17	104	44%
1030-1130	18	20	11	12	61	33%
200-300	10	27	9	13	59	46%
300-400	24	33	8	25	90	37%

	W Street		Truman		Truman EB
Time	NB+SB		EB		Adjusted Volumes
6:00	1131		48		32
7:00	1834		72		40
8:00	1377		62		42
9:00	1201		63		42
10:00	1258		69		46
11:00	1380		69		46
12:00	1474		56		38
13:00	1467		74		50
14:00	1665		92		50
15:00	1872		82		52
16:00	1850		84		56
17:00	1775		82		55
18:00	1360		79		53

0	:00	0	15	:00	0	30	:00	1	45	:00	0
	:15	0		:15	0		:15	4		:15	0
	:30	3		:30	0		:30	1		:30	0
	:45	3		:45	0		:45	1		:45	0
1	:00	3	16	:00	0	31	:00	0	46	:00	0
	:15	0		:15	0		:15	1		:15	0
	:30	0		:30	0		:30	0		:30	0
	:45	0		:45	2		:45	0		:45	0
2	:00	0	17	:00	1	32	:00	0	47	:00	0
	:15	0		:15	0		:15	0		:15	0
	:30	0		:30	0		:30	0		:30	1
	:45	1		:45	0		:45	0		:45	1
3	:00	0	18	:00	0	33	:00	0	48	:00	1
	:15	2		:15	0		:15	0		:15	0
	:30	4		:30	0		:30	0		:30	1
	:45	4		:45	0		:45	0		:45	0
4	:00	4	19	:00	0	34	:00	0	49	:00	0
	:15	4		:15	0		:15	0		:15	0
	:30	2		:30	0		:30	0		:30	0
	:45	0		:45	1		:45	0		:45	0
5	:00	2	20	:00	0	35	:00	0	50	:00	0
	:15	2		:15	0		:15	0		:15	0
	:30	1		:30	0		:30	0		:30	0
	:45	0		:45	0		:45	0		:45	0
6	:00	0	21	:00	0	36	:00	0	51	:00	1
	:15	0		:15	0		:15	0		:15	0
	:30	0		:30	0		:30	0		:30	0
	:45	0		:45	0		:45	0		:45	0
7	:00	1	22	:00	1	37	:00	0	52	:00	0
	:15	1		:15	1		:15	0		:15	0
	:30	1		:30	1		:30	0		:30	0
	:45	0		:45	1		:45	0		:45	0
8	:00	0	23	:00	0	38	:00	0	53	:00	0
	:15	2		:15	0		:15	0		:15	0
	:30	0		:30	0		:30	0		:30	0
	:45	0		:45	0		:45	1		:45	0
9	:00	0	24	:00	0	39	:00	0	54	:00	0
	:15	0		:15	0		:15	0		:15	2
	:30	0		:30	0		:30	0		:30	0
	:45	0		:45	0		:45	1		:45	0
10	:00	0	25	:00	0	40	:00	0	55	:00	1
	:15	0		:15	0		:15	0		:15	0
	:30	0		:30	0		:30	0		:30	1
	:45	0		:45	0		:45	0		:45	0
11	:00	0	26	:00	0	41	:00	1	56	:00	0
	:15	1		:15	0		:15	1		:15	1
	:30	1		:30	0		:30	0		:30	0
	:45	0		:45	0		:45	0		:45	10
12	:00	0	27	:00	0	42	:00	0	57	:00	0
	:15	1		:15	0		:15	0		:15	0
	:30	0		:30	0		:30	0		:30	0
	:45	0		:45	0		:45	1		:45	0
13	:00	0	28	:00	0	43	:00	0	58	:00	0
	:15	0		:15	0		:15	0		:15	0
	:30	1		:30	0		:30	0		:30	0
	:45	1		:45	0		:45	0		:45	0
14	:00	1	29	:00	0	44	:00	0	59	:00	1
	:15	1		:15	0		:15	0		:15	1
	:30	0		:30	1		:30	0		:30	2
	:45	0		:45	0		:45	0		:45	1
		47			9			13			25

W STREET / TRUMAN AVENUE

INTERSECTON STOP DELAY EASTBOUND APPROACH

10/20/16 3PM – 4PM (PM Peak Hour)

Approach Volume 90 Vehicles

Intersection Delay for Approach 0.39 Vehicle Hours

Average Delay per Vehicle 15.6 seconds

Delay is not excessive.

Time	Avg Total		EB Avg
6:00	1131		48
7:00	1834		72
8:00	1377		62
9:00	1201		63
10:00	1258		69
11:00	1380		69
12:00	1474		56
13:00	1467		74
14:00	1665		92
15:00	1872		82
16:00	1850		84
17:00	1775		82
18:00	1360		79

AM PEAK HOUR

PM PEAK HOUR

W Street / Truman Avenue Hourly Averaged (2day) Volumes for Major and Higher Volume Minor Intersection Approaches

W Street / Truman Avenue Operational Evaluation of Intersection

Traffic Signal Warrants

W Street / Truman Avenue Operational Evaluation of Intersection

<u>Traffic Signal Warrants</u>

The following 4 traffic signal warrants are applicable to the intersection of Truman Avenue / W Street.

- Warrant 1
    - Warrant 1A – Eight Hour Vehicle Volume – Minimum Volume
    - Warrant 1B - Eight Hour Vehicle Volume – Interruption of Continuous Traffic

- Warrant 2 – Four Hour Vehicular Volume

- Warrant 4 – Pedestrian Volume

- Warrant 7 - Crash Experience

The intersection of Truman Avenue / W Street failed to satisfy any of the applicable warrants for installation of a traffic signal.

M.U.T.C.D. TRAFFIC SIGNAL WARRANTS USING 70% VOLUME REQUIREMENTS

TRAFFIC SIGNAL WARRANT SUMMARY EVALUATION

		WARRANT SATISFIED		
WARRANT NUMBER	DESCRIPTON	YES	NO	NOT APPLICABLE
1A	EIGHT HOUR VEHICULAR VOLUME		■	
1B	EIGHT HOUR VEHICULAR VOLUME		■	
2	FOUR HOUR VEHICULAR VOLUME		■	
3	PEAK HOUR			■
4	PEDESTRIAN VOLUME		■	
5	SCHOOL CROSSING			■
6	COORDINATED SYSTEMS WARRANT			■
7	CRASH EXPERIENCE		■	
8	ROADWAY NETWORK			■
9	INTERSECTION NEAR A GRADE CROSSING			■

Figure 3-1. Eight Hour Vehicular Volume

TRAFFIC SIGNAL WARRANT SUMMARY

City: PENSACOLA
County: ESCAMBIA

Engineer: ALAN THEDFORD
Date: OCTOBER 2016

Major Street: W STREET — Lanes: 5 — Critical Approach Speed: >40MPH
Minor Street: TRUMAN AVENUE — Lanes: 2

Volume Level Criteria

1. Is the critical speed of major street traffic > 40 mph? ■ Yes ☐ No
2. Is the intersection in a built-up area of isolated community of <10,000 population? ☐ Yes ■ No

If Question 1 or 2 above is answered "Yes", then use "70%" volume level ■ 70% ☐ 100%

WARRANT 1 - EIGHT-HOUR VEHICULAR VOLUME

Applicable: ■ Yes ☐ No
Satisfied: ☐ Yes ■ No

Warrant 1 is satisfied if Condition A or Condition B is "100%" satisfied.
Warrant is also satisfied if both Condition A and Condition B are "80%" satisfied.

Condition A - Minimum Vehicular Volume

100% Satisfied: ☐ Yes ■ No
80% Satisfied: ☐ Yes ■ No

(volumes in veh/hr)	Minimum Requirements (80% Shown in Brackets)				Eight Highest Hours							
Approach Lanes	1		2 or more									
Volume Level	100%	70%	100%	70%	3PM	4PM	7AM	5PM	2PM	12PM	1PM	11AM
Both Approaches on Major Street	500 (400)	350	600 (480)	420	1,872	1,850	1,834	1,775	1,665	1,474	1,467	1,380
Highest Approach on Minor Street	150 (120)	105	200 (160)	140	52	56	50	55	50	38	50	55

Figure 3-1. Eight Hour Vehicular Volume

TRAFFIC SIGNAL WARRANT SUMMARY

City: PENSACOLA
County: ESCAMBIA
Engineer: ALAN THEDFORD
Date: OCTOBER 2016

Major Street: W STREET — Lanes: 5 — Critical Approach Speed: >40MPH
Minor Street: TRUMAN AVENUE — Lanes: 2

Volume Level Criteria

1. Is the critical speed of major street traffic > 40 mph? ■ Yes ☐ No
2. Is the intersection in a built-up area of isolated community of <10,000 population? ☐ Yes ■ No

If Question 1 or 2 above is answered "Yes", then use "70%" volume level ■ 70% ☐ 100%

Condition B - Interruption of Continuous Traffic

Condition B is intended for application where the traffic volume is so heavy that traffic on the minor street suffers excessive delay.

Applicable: ■ Yes ☐ No
Excessive Delay: ☐ Yes ■ No
100% Satisfied: ☐ Yes ■ No
80% Satisfied: ☐ Yes ■ No

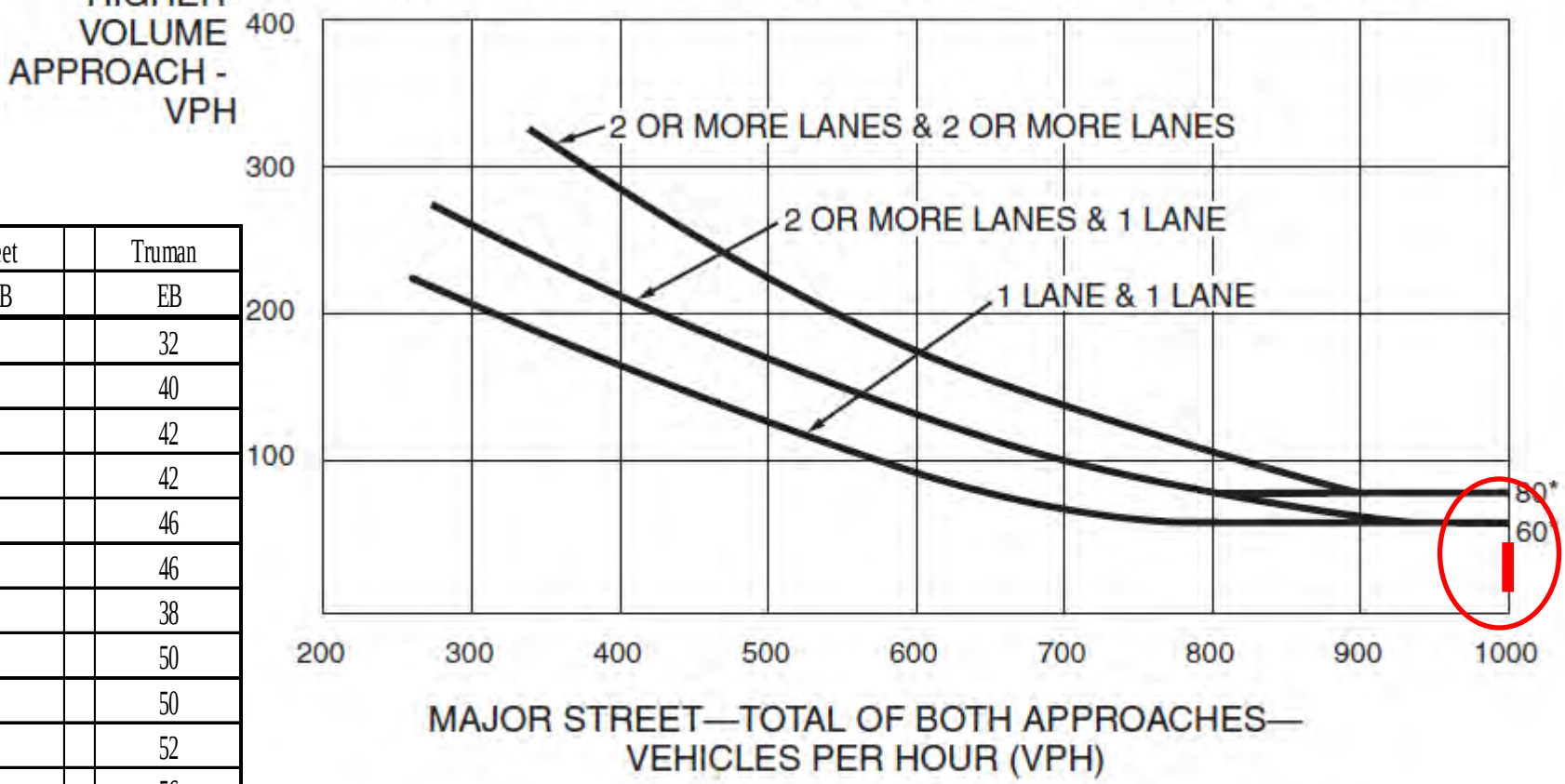
(volumes in veh/hr)	Minimum Requirements (80% Shown in Brackets)				Eight Highest Hours							
Approach Lanes	1		2 or more		3PM	4PM	7AM	5PM	2PM	12PM	1PM	11AM
Volume Level	100%	70%	100%	70%								
Both Approaches on Major Street	750 (600)	525	900 (720)	630	1,872	1,850	1,834	1,775	1,665	1,474	1,467	1,380
Highest Approach on Minor Street	75 (60)	53	100 (80)	70	52	56	50	55	50	38	50	55

Record 8 highest hours and the corresponding volumes in boxes provided. Condition is 100% satisfied if the minimum volumes are met for eight hours. Condition is 80% satisfied if parenthetical volumes are met for eight hours.

	W Street		Truman
Time	NB+SB		EB
6:00	1131		32
7:00	1834		40
8:00	1377		42
9:00	1201		42
10:00	1258		46
11:00	1380		46
12:00	1474		38
13:00	1467		50
14:00	1665		50
15:00	1872		52
16:00	1850		56
17:00	1775		55
18:00	1360		53

Figure 4C-2. Warrant 2, Four-Hour Vehicular Volume (70% Factor)

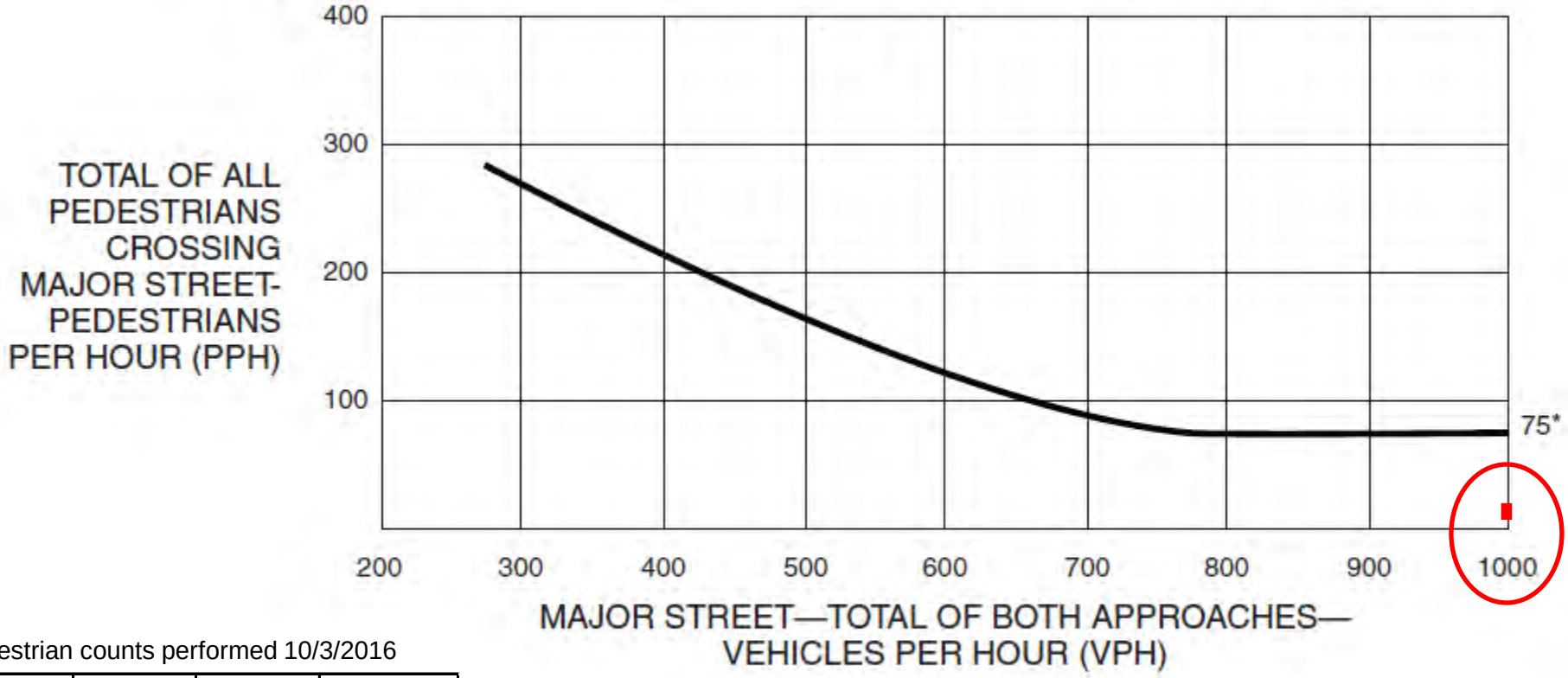
(COMMUNITY LESS THAN 10,000 POPULATION OR ABOVE 40 MPH ON MAJOR STREET)



*Note: 80 vph applies as the lower threshold volume for a minor-street approach with two or more lanes and 60 vph applies as the lower threshold volume for a minor-street approach with one lane.

Warrant Volumes met for 4+ of 4 hours required on Major Street.
Warrant Volumes met for 0 of 4 hours required on Minor Street.
Warrant Volumes met for 0 of 4 same hours required on Both Streets. Warrant 2 is Not Satisfied.

Figure 4C-6. Warrant 4, Pedestrian Four-Hour Volume (70% Factor)



*Note: 75 pph applies as the lower threshold volume.

Pedestrian counts performed 10/3/2016

Time	EB Peds	WB Peds	Hour Total
7:00	15	5	20
8:00	20	11	31
9:00	8	8	16
10:00	11	5	16
11:00	9	3	12
12:00	14	9	23
13:00	9	10	19
14:00	14	3	17
15:00	7	3	10

Warrant Volumes met for 0 of 4 hours

Warrant 4 is Not Satisfied.

Figure 3-7. Crash Experience

TRAFFIC SIGNAL WARRANT SUMMARY

City: PENSACOLA
County: ESCAMBIA

Engineer: ALAN THEDFORD
Date: OCTOBER 2016

Major Street: W STREET
Minor Street: TRUMAN AVENUE

Lanes: 5
Lanes: 2

Critical Approach Speed: >40MPH

WARRANT 7 - CRASH EXPERIENCE

Applicable: ☒ Yes ☐ No
Satisfied: ☐ Yes ☒ No

Record hours where criteria are fulfilled, the corresponding volume, and other information in the boxes provided. The warrant is satisfied if all three of the criteria are fulfilled.

Criteria		Hour	Volume	Met? Yes	Met? No	Fulfilled? Yes	Fulfilled? No
1. One of the warrants to the right is met.	Warrant 1, Condition A (80% satisfied)				X		
	Warrant 1, Condition B (80% satisfied)				X		
	Warrant 4, Pedestrian Volume at 80% of volume requirements: 80 ped/hr for four (4) hours or 152 ped/hr for one (1) hour				X		
2. Adequate trial of other remedial measure has failed to reduce crash frequency.		Measure tried: *None as of 10/2016*					X
3. Five or more reported crashes, of types susceptible to correction by signal, have occurred within a 12-mo. period.		Number of crashes per 12 months: (9)-2014 (6)-2015				X	

RECOMMENDED TRAFFIC SIGN INSTALLATION FOR W STREET IN ADVANCE OF TRUMAN AVENUE INTERSECTON

ADVANCE WARNING SIGN WITH SOLAR POWERED FLASHING WARNING BEACON (CONTINUOUS OPERATION).

N
TRUMAN AVENUE 300 FT
WATCH FOR PEDESTRIANS
TRUMAN AVENUE 300 FT
WATCH FOR PEDESTRIANS

RESOLUTION NUMBER R2017-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ESTABLISHING THE SPEED LIMIT ON NORTH W STREET FROM MASSACHUSETTS AVENUE TO WEST FAIRFIELD DRIVE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to §§316.006(3)(a)(b); 316.008(1)(j), and 316.189(2)(a), Florida Statutes, the Board of County Commissioners ("Board") is authorized to establish speed limit regulations after conducting an investigation; and

WHEREAS, the County Engineer, acting on behalf on the Board, is authorized under Volume 1, Chapter 94, Article I, Section 94-1, Escambia County Code of Ordinances (Ordinance No. 2003-26), to implement speed zones and speed limits as determined by traffic engineering studies on all County roads and highways; and

WHEREAS, the County Engineer is directed to file, quarterly, a list of all limitation orders (traffic restrictions/prohibitions) for Board ratification by resolution; and

WHEREAS, County staff has conducted a traffic study on North W Street -that is consistent with §316.189(2)(a), Florida Statutes, and in conclusion, recommends a lower speed limit is reasonable and necessary based upon the layout and design of the roadway.

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 speed study on the North W Street requires a reduction in speed from 45 miles per hour to 40 miles per hour for North W Street from Massachusetts Avenue to West Fairfield Drive.

SECTION 3. That Transportation & Traffic Operations staff, upon Board approval, will place signs in conspicuous locations at each entrance, which reflect the limitations established herein.

SECTION 4. That these new limitations shall take effect immediately upon adoption of this Resolution by the Board of County Commissioners of Escambia County, Florida.

ADOPTED this _____day of _____ 2017.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
D. B. Underhill, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

Approved as to form and legal sufficiency.

By/Title: _____
Date: 12/1/16

W Street / Truman Avenue

Operational Evaluation of Intersection

Executive Summary

Findings:

- W Street is functionally classified as an Urban Arterial Roadway with an average daily traffic volume experienced near the subject intersection of approximately 26,000 vehicles and an annual traffic volume exceeding 9 million vehicles.
- Review of safety history for the last 5 years on record reveals an average frequency of 8 crashes per year with 0 motorist, bicycle or pedestrian fatalities. The crash ratio for the intersection was less than 1 per million entering vehicles and considerably less than the overall County average for intersections.
- Posted speed limits for W Street are 45mph from Hwy 29 – Fairfield Drive including subject intersection and 40mph from Fairfield Drive – Navy Boulevard. Prevailing speeds of traffic on major roadway at intersection determined to be - 85th% speed 48mph, average speed of traffic 44mph.
- Pedestrian / Bicycle volumes varied from 8 – 31 crossings / hour during daytime hours with an average of 16 crossings / hour.
- Critical sight distance for eastbound traffic viewing south compromised by fence and overgrowth along east R/W.
- Location failed to meet any of the conditions warranting installation of a Traffic Signal.

Conclusions / Considerations:

The purpose of an Arterial Roadway is to provide a high volume, high speed facility to serve major traffic movements for travel between major points. As this is the highest class of roadway all attempts should be made to minimize delay and signalization should only be considered where a definite need is demonstrated through satisfaction of applicable signal warrants. While the intersection does have an acceptable safety history, it has experienced a slightly elevated frequency of angle collisions and generates a considerable and constant pedestrian presence. Implementation of relatively low cost enhancements can be implemented to increase the existing level of safety afforded to all roadway users at the subject intersection.

W Street / Truman Avenue

Operational Evaluation of Intersection

Executive Summary

Recommendations:

- Retain existing Stop control for Truman Avenue at W Street.

- Reduce posted speed limit from 45mph to 40mph on W Street from Massachusetts Avenue – Fairfield Drive. Schedule study to evaluate 45mph speed limit on W Street from Highway 29 – Massachusetts Avenue.

- Provide motorists on W Street advanced warning of the condition approaching Truman avenue with emphasis on the possibility pedestrians may be within the intersection by placing advanced warning signs with solar powered flashing beacons on W Street (note: These signs will not give pedestrians the right of way over vehicles nor require or suggest vehicles yield to or stop for pedestrians in roadway).

- Work with the Community Redevelopment Agency (Palafox Extension Area) to provide Roadway Lighting at the subject intersection.

- Remove obstructing overgrowth and maintain clear sight lines within southeast quadrant of subject intersection.

LOCATION MAP

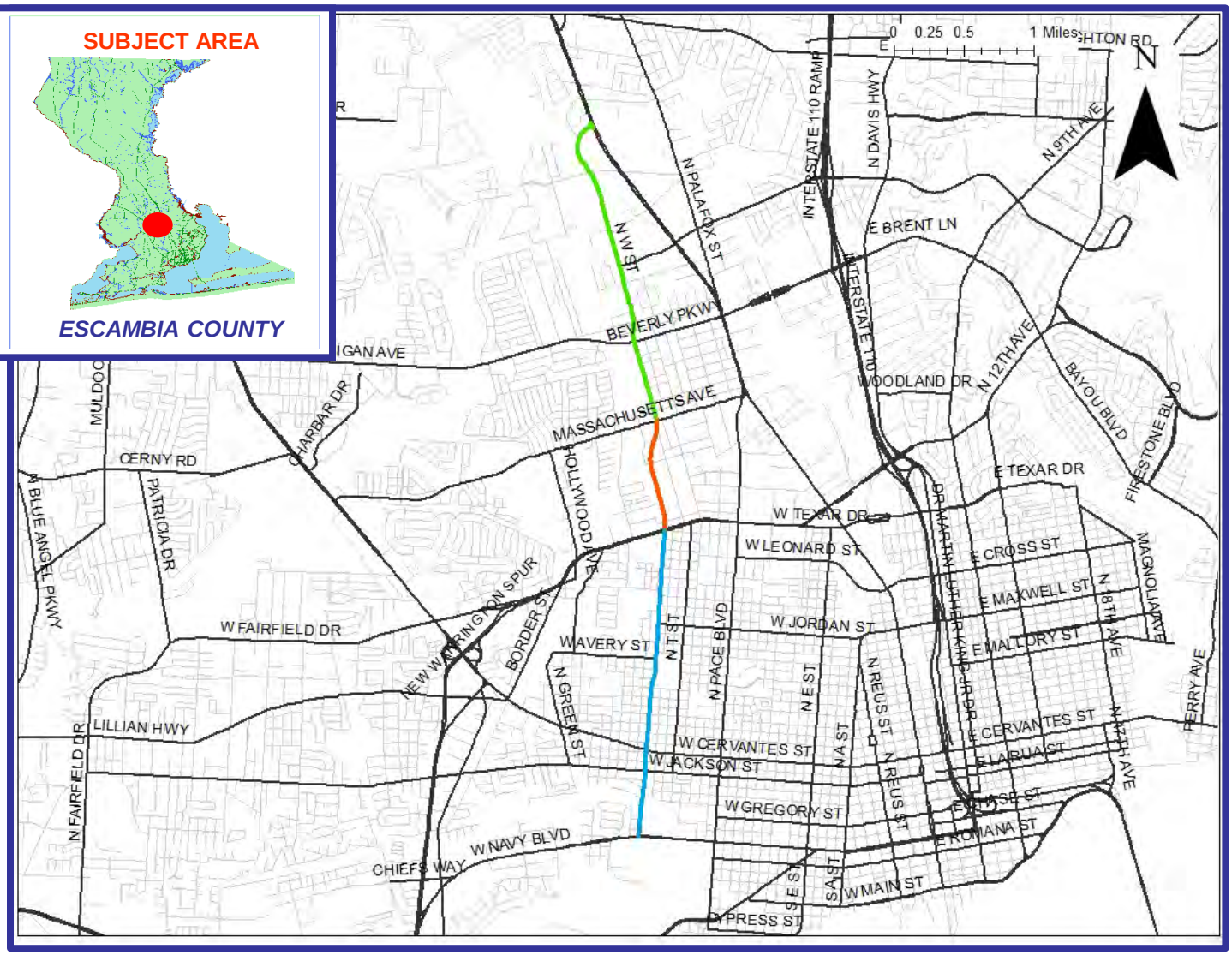
SPEED LIMIT REDUCTION FROM 45MPH TO 40MPH
North W Street

ROADWAY	BEGIN	END
North W Street	Massachusetts Avenue	West Fairfield Drive

North W Street Existing 45mph Speed Limit Pensacola Boulevard – Massachusetts Avenue

North W Street Proposed Reduction of Existing 45mph Speed Limit to 40mph
Massachusetts Avenue – West Fairfield Drive

North W Street Existing 40mph Speed Limit West Fairfield Drive – West Navy Boulevard



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11383 **County Administrator's Report 9. 3.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 01/05/2017
Issue: Conveyance of a Utility Easement and Deed to Emerald Coast Utilities Authority (ECUA)
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Conveyance of a Utility Easement and Deed to Emerald Coast Utilities Authority for Upgrades to Lift Station #56 - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the conveyance of a utility easement and Deed to Emerald Coast Utilities Authority (ECUA):

A. Approve the 20-foot wide utility easement, which extends from Winding Lane to the lift station site at the northwest corner of Scenic Highway and Olive Road;

B. Adopt the Resolution authorizing the conveyance, by Deed, of the property that immediately surrounds the lift station area; and

C. Authorize the Chairman or Vice Chairman to sign the necessary documents granting the Utility Easement and Deed to ECUA.

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

BACKGROUND:

ECUA has a lift station located on a small parcel of property which is surrounded by a large County-owned parcel (05-1S-29-1004-000-000), at the northwest corner of Scenic Highway and Olive Road. ECUA has plans to make improvements to the sanitary system in that area, including replacing the existing lift station (LS #56) and rerouting some underground piping. LS #56 is currently located on a 40 foot by 40 foot parcel, which will not accommodate the proposed upgrades. In order to complete this project, ECUA is requesting a 20-foot wide utility easement, which extends from Winding Lane to the lift station site, as well as a portion (approximately 11,475 square feet) of the County-owned parcel.

BUDGETARY IMPACT:

All costs associated with accepting and recording of documents will be borne by ECUA.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Deed, Resolution, and Utility Easement were approved as to form and legal sufficiency by Stephen West, Senior Assistant County Attorney.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

These actions are consistent with the requirements of Section 46-139, Escambia County Code of Ordinances and Section 125.38, Florida Statutes.

IMPLEMENTATION/COORDINATION:

Upon Board approval and execution of the documents by the Chairman, staff will transfer the documents to ECUA for acceptance and recording in the public records of Escambia County, Florida. County staff will continue to coordinate with ECUA in meeting their requirements for this easement.

Attachments

Utility Easement
Deed
Resolution
Aerial Map

A Portion of County Appraiser's ID No.: 05-1S-29-1004-000-000

UTILITY EASEMENT

STATE OF FLORIDA
COUNTY OF ESCAMBIA

KNOW ALL MEN BY THESE PRESENTS: That in consideration of ONE DOLLAR ($1.00) and other good and valuable consideration paid to Escambia County, a political subdivision of the State of Florida (whose address is 221 Palafox Place, Pensacola, Florida 32502), hereinafter referred to as Grantor, by Emerald Coast Utilities Authority, a governmental body, corporate and politic, of the State of Florida, hereinafter referred to as Grantee, the receipt of which is hereby acknowledged, the Grantor as owner of that certain real property located in the County of Escambia, Florida (the Property) hereby grants, bargains, sells, transfers, and conveys unto Grantee, it successors and assigns, a perpetual easement with the right to enter upon, occupy and use the following described real property for the purpose of utility lines and facilities and equipment necessary or convenient in connection therewith, together with the right to lay, bury, construct, operate, maintain, dig up and repair such lines, facilities and equipment from time to time, together with all rights and privileges necessary or convenient for full enjoyment and use thereof for the aforesaid purposes, including the right of ingress and egress. Said parcel of land for the Utility Easement being described as Parcel 1 in Exhibit "A" which is attached hereto and made a part hereof.

The Grantor and the Grantee intend that the Grantor convey to the Grantee an easement and all the above-mentioned rights and privileges pertaining thereto with respect to a certain utility line or lines and to certain necessary related facilities which have been accepted or which, it is anticipated, will be accepted by the Grantee.

In executing the above easement the Grantor and the Grantee hereby covenant and agree that the above-described property shall not be used for purposes inconsistent with the location, construction, operation and maintenance of utility lines and related facilities. Grantee shall also have the right to cut down, trim, or otherwise maintain any foliage, undergrowth, or trees throughout the easement area and extending to five (5) feet on each side of the above-referenced easement area which may interfere with the Grantees' use of the easement area.

The Grantor its successors and assigns, agrees not to build, construct or create or permit others to build, construct or create any building or other structure in the easement area that may interfere with the location, excavation, operation or maintenance of the line or lines and facilities. Easily removable improvements, such as paving may be constructed with prior consent of the Grantee, and the Grantee shall not be liable or obligated for the cost of any repairs or replacement of any improvements which were constructed or erected thereon which may be required as a result of the Grantees' uncovering any of its utility lines or related facilities or exercising any of the other rights granted herein.

Subject to the limitations of Section 768.28, Florida Statutes, Grantee shall protect, indemnify, defend, and hold harmless Grantor from and against all losses, damages, expenses, and liability arising from any negligence on the part of Grantee or its employees, agents, contractors, and/or invitees associated with the exercise of any rights granted herein.

IN WITNESS WHEREOF, the Grantor has executed this instrument this _____ day of _____, 2017.

GRANTOR:

Board of County Commissioners
Escambia County, Florida

_____
D. B. Underhill, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

This document was prepared by:
Larry Goodwin, Right-of-Way Agent
Emerald Coast Utilities Authority
9255 Sturdevant Street
Pensacola, FL 32514-0311

This document approved as to form and legal sufficiency.
By _____
Title Asst. County Attorney
Date Dec. 14, 2016

Exhibit "A"

DESCRIPTION: PARCEL 1

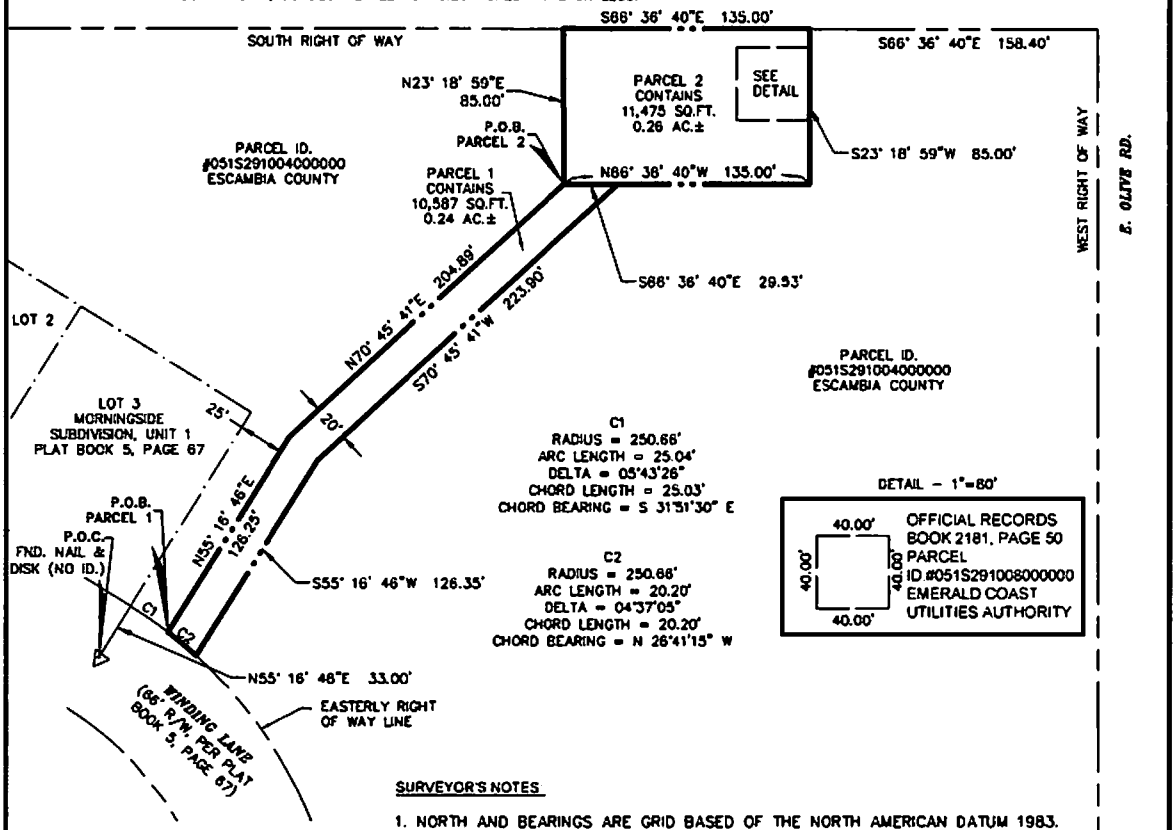
COMMENCE AT A FOUND NAIL AND DISK (NO IDENTIFICATION) AT THE POINT OF CURVATURE OF THE CENTERLINE OF WINDING LANE SOUTHWEST OF THE SOUTHWEST CORNER OF LOT 3 OF MORNINGSIDE SUBDIVISION AS DESCRIBED IN PLAT BOOK 5, PAGE 67; THENCE N 55°16'46" E, FOR A DISTANCE OF 33.00 FEET TO A POINT OF CURVATURE ON THE EASTERLY RIGHT OF WAY LINE OF WINDING LANE; THENCE ALONG SAID RIGHT OF WAY LINE AND CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 250.66 FEET; THENCE ALONG SAID CURVE HAVING AN ARC LENGTH OF 25.04 FEET (HAVING A CHORD BEARING OF S 31°51'30" E, AND A CHORD LENGTH OF 25.03 FEET) TO THE POINT OF BEGINNING; THENCE N 55°16'46" E DEPARTING SAID RIGHT OF WAY LINE FOR A DISTANCE OF 126.25 FEET; THENCE N 70°45'41" E, FOR A DISTANCE OF 204.89 FEET; THENCE S 66°36'40" E, FOR A DISTANCE OF 29.53 FEET; THENCE S 70°45'41" W, FOR A DISTANCE OF 223.90 FEET; THENCE S 55°16'46" W, FOR A DISTANCE OF 126.35 FEET TO SAID EASTERLY RIGHT OF WAY LINE AND TO A POINT ON A CURVE CONCAVE SOUTHWEST, HAVING A RADIUS OF 250.66 FEET; THENCE ALONG SAID CURVE HAVING AN ARC LENGTH OF 20.20 FEET (HAVING A CHORD BEARING OF N 26°41'15" W, HAVING A CHORD LENGTH OF 20.20 FEET) TO THE POINT OF BEGINNING.

CONTAINS 10,587 SQUARE FEET OR 0.24 ACRES MORE OR LESS.

PARCEL 2:

~~COMMENCE AT A FOUND NAIL AND DISK (NO IDENTIFICATION) AT THE POINT OF CURVATURE OF THE CENTERLINE OF WINDING LANE SOUTHWEST OF THE SOUTHWEST CORNER OF LOT 3 OF MORNINGSIDE SUBDIVISION AS DESCRIBED IN PLAT BOOK 5, PAGE 67; THENCE N 55°16'46" E, FOR A DISTANCE OF 33.00 FEET TO A POINT OF CURVATURE ON THE EASTERLY RIGHT OF WAY LINE OF WINDING LANE; THENCE ALONG SAID RIGHT OF WAY LINE AND CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 250.66 FEET; THENCE ALONG SAID CURVE HAVING AN ARC LENGTH OF 25.04 FEET (HAVING A CHORD BEARING OF S 31°51'30" E, AND A CHORD LENGTH OF 25.03 FEET); THENCE N 55°16'46" E DEPARTING SAID RIGHT OF WAY LINE FOR A DISTANCE OF 126.25 FEET; THENCE N 70°45'41" E, FOR A DISTANCE OF 204.89 FEET TO THE POINT OF BEGINNING; THENCE N 23°18'59" E, FOR A DISTANCE OF 85.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF SCENIC HIGHWAY; THENCE S 66°36'40" E ALONG SAID RIGHT OF WAY LINE, FOR A DISTANCE OF 135.00 FEET; THENCE S 23°18'59" W DEPARTING SAID SOUTH RIGHT OF WAY LINE, FOR A DISTANCE OF 85.00 FEET; THENCE N 66°36'40" W, FOR A DISTANCE OF 135.00 FEET TO THE POINT OF BEGINNING.~~

CONTAINS 11,475 SQUARE FEET OR 0.26 ACRES MORE OR LESS.



THERE MAY BE ADDITIONAL RESTRICTIONS NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY.

SURVEYOR'S NOTES

1. NORTH AND BEARINGS ARE GRID BASED OF THE NORTH AMERICAN DATUM 1983.

2. NO TITLE SEARCH WAS PERFORMED BY NOR FURNISHED TO MOTT MACDONALD FLORIDA LLC FOR THE PURPOSES OF THE SKETCH AND DESCRIPTION SHOWN HEREON.

3. THE OPINION OF THE LOCATION AND EXTENT OF THE PROPERTY REPRESENTED BY THE SKETCH AND DESCRIPTION DOES NOT GUARANTEE TITLE TO OR DETERMINE OWNERSHIP TO ANY PERSONS OR PARTIES.

SKETCH & DESCRIPTION ~ THIS IS NOT A SURVEY

MOTT MACDONALD

Mott MacDonald, LLC
Architects Engineers Surveyors
Certificate of Authorization: LB - 0006783
220 West Garden St. Suite 700 (32502)
Pensacola, Florida
Telephone: (850) 484-6011
Fax: (850) 484-8199

ENCROACHMENTS AND OR IMPROVEMENTS ARE AS SHOWN OR NOTED.

NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT OF WAYS AND OR OWNERSHIP WERE FURNISHED THIS SURVEYOR EXCEPT AS SHOWN.

NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN.

ALL MEASUREMENTS AND/OR ELEVATIONS WERE MADE IN ACCORDANCE TO UNITED STATES STANDARDS AND/OR UNITED STATES COAST AND GEODETIC DATUM, DISTANCES ARE IN FEET, TENTHS AND HUNDREDTHS OF A FOOT.

DESCRIPTION: SKETCH & DESCRIPTION

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.

RECORDED IN N/A BOOK N/A PAGE N/A
SEC. 5 TWP. 1-S RNG. 29-W
DATE 09-06-16 DATE OF FIELD SURVEY N/A
FB. N/A PAGE N/A SCALE 1" = 80'
PROJ.# 355964

AFFIX SURVEYOR SEAL

BYRON A. FAIRCLOTH
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 6764

FILE NO. N/A

This document was prepared by:
Stephen G. West, Senior Assistant County Attorney
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502
(850) 595-4970

A portion of Property Reference No. 05-1S-29-1004-000-000

STATE OF FLORIDA
COUNTY OF ESCAMBIA

DEED

THIS DEED is made this _____ day of _____, 2017, by Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantor), and Emerald Coast Utilities Authority (f/k/a Escambia County Utilities Authority), a local governmental entity, corporate and politic, whose address is 9255 Sturdevant Street, Pensacola, Florida 32514 (Grantee).

WITNESSETH, that Grantor, for and in consideration of the sum of Ten Dollars ($10.00), and other good and valuable consideration in hand paid by Grantee, the receipt of which is acknowledged, conveys to Grantee and Grantee's heirs, executors, administrators, successors and assigns forever, the following described land in Escambia County, Florida:

> Parcel 2 as described in the attached Exhibit A (Less and Except the 40' x 40' parcel reserved by Escambia County Utilities Authority (Grantor) in OR Book 2181, Page 50 to Escambia County (Grantee) that was part of the original conveyance from the City of Pensacola (Grantor) to Escambia County Utilities Authority (Grantee) in OR Book 1684, Page 595).
>
> The aforementioned OR Book and Pages are recorded and on file in Escambia County, Florida.

THIS CONVEYANCE IS SUBJECT TO taxes and assessments for the year 2016 and subsequent years; outstanding and unpaid taxes and assessments, if any, from previous years; conditions, easements, and restrictions of record, if any, but this reference does not operate to reimpose them; zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.

IN WITNESS WHEREOF, Grantor has caused this deed to be executed in its name by its Board of County Commissioners acting by the Chairman of the Board, the day and year first above written.

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
D. B. Underhill, Chairman

_____
Deputy Clerk

BCC Approved: _____

This document approved as to form and legal sufficiency.
By _____
Title Asst. County Attorney
Date Dec. 14, 2016

Exhibit "A"

DESCRIPTION: PARCEL 1

~~COMMENCE AT A FOUND NAIL AND DISK (NO IDENTIFICATION) AT THE POINT OF CURVATURE OF THE CENTERLINE OF WINDING LANE SOUTHWEST OF THE SOUTHWEST CORNER OF LOT 3 OF MORNINGSIDE SUBDIVISION AS DESCRIBED IN PLAT BOOK 5, PAGE 67; THENCE N 55°16'46" E, FOR A DISTANCE OF 33.00 FEET TO A POINT OF CURVATURE ON THE EASTERLY RIGHT OF WAY LINE OF WINDING LANE; THENCE ALONG SAID RIGHT OF WAY LINE AND CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 250.66 FEET; THENCE ALONG SAID CURVE HAVING AN ARC LENGTH OF 25.04 FEET (HAVING A CHORD BEARING OF S 31°51'30" E, AND A CHORD LENGTH OF 25.03 FEET) TO THE POINT OF BEGINNING; THENCE N 55°16'46" E DEPARTING SAID RIGHT OF WAY LINE FOR A DISTANCE OF 126.25 FEET; THENCE N 70°45'41" E, FOR A DISTANCE OF 204.89 FEET; THENCE S 66°36'40" E, FOR A DISTANCE OF 29.53 FEET; THENCE S 70°45'41" W, FOR A DISTANCE OF 223.90 FEET; THENCE S 55°16'46" W, FOR A DISTANCE OF 126.35 FEET TO SAID EASTERLY RIGHT OF WAY LINE AND TO A POINT ON A CURVE CONCAVE SOUTHWEST, HAVING A RADIUS OF 250.66 FEET; THENCE ALONG SAID CURVE HAVING AN ARC LENGTH OF 20.20 FEET (HAVING A CHORD BEARING OF N 26°41'15" W, HAVING A CHORD LENGTH OF 20.20 FEET) TO THE POINT OF BEGINNING.~~

CONTAINS 10,587 SQUARE FEET OR 0.24 ACRES MORE OR LESS.

PARCEL 2:

COMMENCE AT A FOUND NAIL AND DISK (NO IDENTIFICATION) AT THE POINT OF CURVATURE OF THE CENTERLINE OF WINDING LANE SOUTHWEST OF THE SOUTHWEST CORNER OF LOT 3 OF MORNINGSIDE SUBDIVISION AS DESCRIBED IN PLAT BOOK 5, PAGE 67; THENCE N 55°16'46" E, FOR A DISTANCE OF 33.00 FEET TO A POINT OF CURVATURE ON THE EASTERLY RIGHT OF WAY LINE OF WINDING LANE; THENCE ALONG SAID RIGHT OF WAY LINE AND CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 250.66 FEET; THENCE ALONG SAID CURVE HAVING AN ARC LENGTH OF 25.04 FEET (HAVING A CHORD BEARING OF S 31°51'30" E, AND A CHORD LENGTH OF 25.03 FEET); THENCE N 55°16'46" E DEPARTING SAID RIGHT OF WAY LINE FOR A DISTANCE OF 126.25 FEET; THENCE N 70°45'41" E, FOR A DISTANCE OF 204.89 FEET TO THE POINT OF BEGINNING; THENCE N 23°18'59" E, FOR A DISTANCE OF 85.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF SCENIC HIGHWAY; THENCE S 66°36'40" E ALONG SAID RIGHT OF WAY LINE, FOR A DISTANCE OF 135.00 FEET; THENCE S 23°18'59" W DEPARTING SAID SOUTH RIGHT OF WAY LINE, FOR A DISTANCE OF 85.00 FEET; THENCE N 66°36'40" W, FOR A DISTANCE OF 135.00 FEET TO THE POINT OF BEGINNING.

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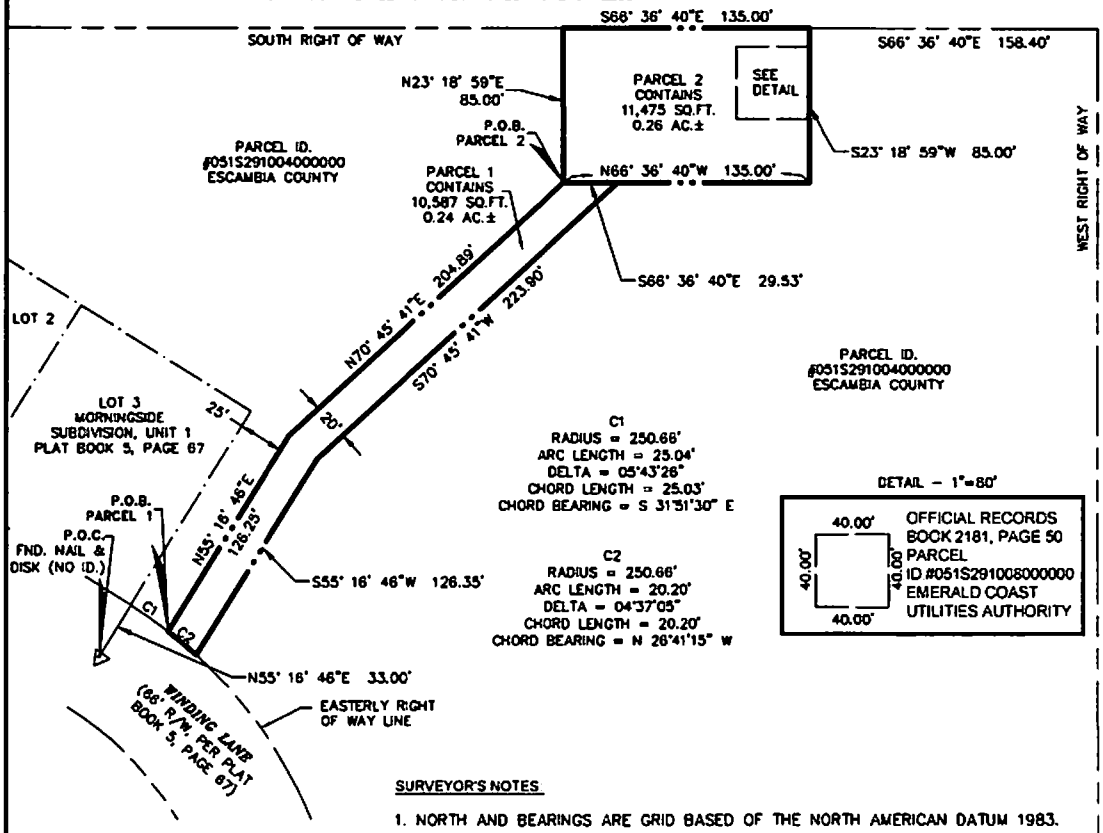

THERE MAY BE ADDITIONAL RESTRICTIONS NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY.

SURVEYOR'S NOTES

1. NORTH AND BEARINGS ARE GRID BASED OF THE NORTH AMERICAN DATUM 1983.

2. NO TITLE SEARCH WAS PERFORMED BY NOR FURNISHED TO MOTT MACDONALD FLORIDA LLC FOR THE PURPOSES OF THE SKETCH AND DESCRIPTION SHOWN HEREON.

3. THE OPINION OF THE LOCATION AND EXTENT OF THE PROPERTY REPRESENTED BY THE SKETCH AND DESCRIPTION DOES NOT GUARANTEE TITLE TO OR DETERMINE OWNERSHIP TO ANY PERSONS OR PARTIES.

SKETCH & DESCRIPTION ~ THIS IS NOT A SURVEY

MOTT MACDONALD

Mott MacDonald, LLC
Architects Engineers Surveyors
Certificate of Authorization: LB - 0006783
220 West Garden St. Suite 700 (32502)
Pensacola, Florida
Telephone: (850) 484-6011
Fax: (850) 484-8199

ENCROACHMENTS AND OR IMPROVEMENTS ARE AS SHOWN OR NOTED.

NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT OF WAYS AND OR OWNERSHIP WERE FURNISHED THIS SURVEYOR EXCEPT AS SHOWN.

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DESCRIPTION: SKETCH & DESCRIPTION

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RECORDED IN N/A BOOK N/A PAGE N/A
SEC. 5 TWP. 1-S RNG. 29-W
DATE 09-06-16 DATE OF FIELD SURVEY N/A
FB. N/A PAGE N/A SCALE 1" = 80'
PROJ.# 355964

AFFIX SURVEYOR SEAL

BYRON A. FAIRCLOTH
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 6764

FILE NO. N/A

RESOLUTION R2017-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AUTHORIZING THE CONVEYANCE OF REAL PROPERTY TO THE EMERALD COAST UTILITIES AUTHORITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Escambia County (County) is the owner of a parcel of real property (Property) located in Escambia County, Florida, more particularly described in Exhibit A; and

WHEREAS, the Emerald Coast Utilities Authority (ECUA) has requested that the County convey the Property to it for use as a lift station site; and

WHEREAS, the Board of County Commissioners for Escambia County has determined that the Property is not needed for County purposes and that it is in the best interest of the public to convey the Property to ECUA under the terms and conditions stated herein; and

WHEREAS, the conveyance of the Property from the County to ECUA is authorized pursuant to Section 125.38, Florida Statutes; and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Escambia County, Florida:

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

Section 2. The County shall convey the Property to ECUA for the recited consideration of One Dollar ($1.00), with all costs associated with accepting the deed and easement and recording them in the public records being borne by ECUA.

Section 3. This Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this _____ day of _____, 2017.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
D. B. Underhill, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By:_____
Deputy Clerk

(SEAL)

This document approved as to form and legal sufficiency.
By _____
Title Asst. County Attorney
Date Dec. 14, 2016

This document was prepared by:
Stephen G. West, Senior Assistant County Attorney
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502
(850) 595-4970

EXHIBIT
A

A portion of Property Reference No. 05-1S-29-1004-000-000

STATE OF FLORIDA
COUNTY OF ESCAMBIA

DEED

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ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
D. B. Underhill, Chairman

_____
Deputy Clerk

BCC Approved: _____

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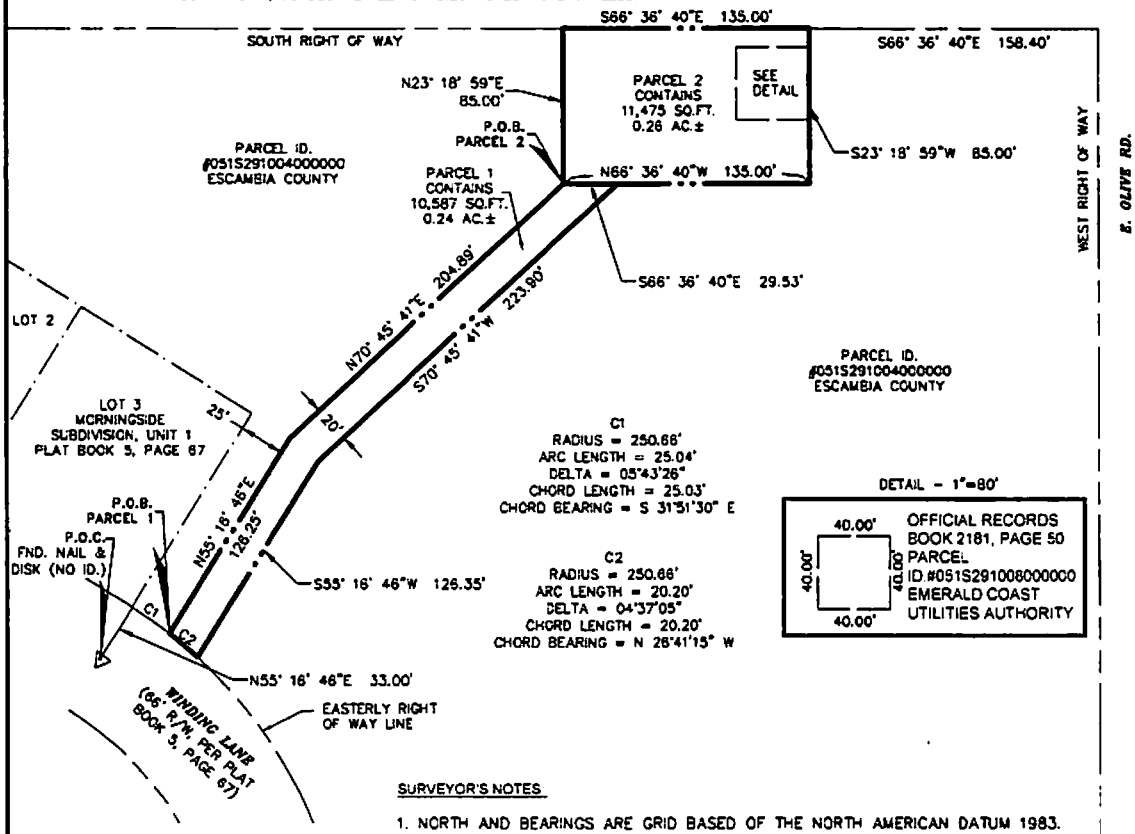

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MOTT MACDONALD

Mott MacDonald, LLC
Architects Engineers Surveyors
Certificate of Authorization: LB - 0006783
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PROJ.# 355964

AFFIX SURVEYOR SEAL

BYRON A. FAIRCLOTH
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 6764

FILE NO. N/A

DRAWN BY: SLM PROJECT MANAGER: REB	EMERALD COAST UTILITIES AUTHORITY	Hatch Mott MacDonald Hatch Mott MacDonald Florida, LLC	
DATE: 05.05.16 H.M.M. PROJECT NUMBER: 355964 SHEET: 1 OF 1	SHEET TITLE: PRPOSED LIFT STATION 56	Architects Engineers Surveyors AA - C0000035 EB - 0000155 LB - 0006783 220 West Garden St., Suite 700 (32502) Pensacola, Florida Telephone: (850) 484-6011 ó Fax: (850) 484-8199	

2016-06-01 FILE PATH: P:\355964 - ECUA - LS 13 Abandonment\Drawings\Civil\Exhibits\EX-Proposed LS 56.dwg

This drawing is the property of Hatch Mott MacDonald Florida, LLC, and may not be reproduced without written permission.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11489 **County Administrator's Report 9. 4.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 01/05/2017
Issue: CareerSource Escarosa Local Workforce Development Plan Addendum
From: Tonya Gant, Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the CareerSource Escarosa Local Workforce Development Board Services Plan Addendum - 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 Addendum. On November 4, 2016, the Department of Economic Opportunity (DEO) issued a memo requesting all Local Workforce Development Areas prepare and submit an addendum to their Local Workforce Development Area plans.

BACKGROUND:

The Board approved the CareerSource Escarosa 4-Year Local Workforce Development Area Plan for Region 01 on May 5, 2016. On August 19, 2016, the United States Department of Labor (USDOL) and the United States Department of Education (USDOE) published the final Workforce Innovation and Oppurtunity Act (WIOA) rules. The rules provided additional guidance and clarification for several topics required for inclusion in the local plans. The Department of Economic Opportunity (DEO) is asking the Local Workforce Development Boards (LWDBs) to prepare an addendum to add the following items:

1. If the entity selected as the fiscal agent/administrative entity is also identified as a one-stop operator or other direct provider of services, provide a description of the appropriate firewalls established to guard against any conflict of interest.

2. Provide a description of any cooperative agreement between the Local Board and the designated local entity administering vocational rehabilitation activities under Title I of the Rehabilitation Act of 1973.

3. Are each of the required WIOA partners included in the local one-stop system? Include a description of the roles and resources contributions of the local partners.

4. Provide a description of how participating one-stop partners use the principles of universal design in their operations.

5. Provide a description of the steps taken or that will be taken to ensure a competitive process for the selection of one-stop operators.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has reviewed and approved as to the form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

CareerSource Escarosa must have approval of the Local Workforce Development Board Services Plan Addendum from the Escambia County Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

Upon approval by the Board, the final addendum shall be submitted to the Department of Economic Opportunity (DEO). CareerSource Escarosa has coordinated with the Department of Neighborhood and Human Services in submission of this request.

Attachments

CareerSource Escarosa Plan Addendum

CareerSource ESCAROSA

careersourceescarosa.com
3670-2A North L Street
Pensacola, FL 32505
p: 850.473.0939 | f: 850.473.0935

Larry Strain
Board Chairman

Cliff J. Krut
Executive Director

November 23, 2016

Mr. D. B. Underhill, Chairman
Escambia County Board
of County Commissioners
221 Palafox Street, Suite 400
Pensacola, FL 32502

Dear Chairman Underhill:

The Department of Economic Opportunity (DEO) issued a memo (attached) on November 4, 2016 requesting that all Local Workforce Development Boards (LWDBs) prepare and submit an addendum to their Local Workforce Development Area plans.

As you are aware, the Escambia County Board of County Commissioners approved the CareerSource Escarosa 4-Year Local Workforce Development Area Plan for Region 01 on May 6, 2016.

CareerSource Escarosa is requesting the Escambia County Board of County Commissioners approve the attached CareerSource Escarosa Plan Addendum to remain compliant with the Workforce Innovation Opportunity Act (WIOA).

Your continued support of CareerSource Escarosa is appreciated.

Very Respectfully,

Cliff Krut

Cliff Krut
Executive Director

Attachment

CareerSource Escarosa is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. TTY: (877) 889-5627 | TDD: (800) 955-8771

Rick Scott
GOVERNOR

Cissy Proctor
EXECUTIVE DIRECTOR

MEMORANDUM

DATE: November 4, 2016

TO: Local Workforce Development Board Executive Directors

FROM: Lois A. Scott, Chief, Bureau of One-Stop and Program Support

SUBJECT: Workforce Innovation and Opportunity Act One-Stop Local Plan Addendum

On August 19, 2016, the United States Department of Labor (USDOL) and the United States Department of Education (USDOE) published the final Workforce Innovation and Opportunity Act (WIOA) rules. The rules provided additional guidance and clarification for several topics required for inclusion in the local plans. As a result, the Department of Economic Opportunity (DEO) is asking all Local Workforce Development Boards (LWDBs) to prepare an addendum to your local plan, in accordance with CareerSource Florida Local Plan Instructions, that addresses the following items:

1. If the entity selected as the fiscal agent/administrative entity is also identified as a one-stop operator or other direct provider of services, provide a description of the appropriate firewalls established to guard against any conflict of interest. (Page 6, Item (3)(C), Local Grant Subrecipient)
2. Provide a description of any cooperative agreement between the Local Board and the designated local entity administering vocational rehabilitation activities under Title I of the Rehabilitation Act of 1973. (Page 9, Item 7, Cooperative Agreements)
3. Are each of the required WIOA partners included in the local one-stop system? Include a description of the roles and resource contributions of the local partners. (Page 11, Item 1, General System Description)
4. Provide a description of how participating one-stop partners use the principles of universal design in their operations. (Page 11, Item (2)(B), Customer Access)
5. Provide a description of the steps taken or that will be taken to ensure a competitive process for the selection of one-stop operators. (Page 11, Item 4, Competitive Selection of One Stop Operator)

Please submit your plan addendum to WIOA@deo.myflorida.com by close of business November 30, 2016. Should you have any questions or concerns, please contact Christa Nelson by email at Christa.Nelson@deo.myflorida.com.

LAS/okb

cc: Michelle Dennard, James Finch, Tom Clendenning, Keantha Moore, Trina Travis, Shila Salem

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

LWDA 01 – CareerSource Escarosa Plan Addendum

1. If the entity selected as the fiscal agent/administrative entity is also identified as a one-stop operator or other direct provider of services, provide a description of the appropriate firewalls established to guard against any conflict of interest.

This question is addressed in our Designation Request as Direct Provider of Workforce Services approved by CareerSource Florida's Board of Directors on September 28th and is included herein.

CareerSource Florida's Board of Directors role is one of design, oversight, and policy making and not management of day to day operations. Board members and committees are keenly aware of the distinction in the roles of Board Oversight and the role of staff to manage the operations. The Executive Director has been clearly designated as the sole person accountable to the Workforce Board. All other Board staff report to and take direction from the Executive Director.

The organizational structure includes The Chief Operating Officer who, reports to the Executive Director, and has responsibility for all programs and services provided by the one-stop centers. Program Coordinators provide programmatic support, and direct staff supervision to the programs in their areas of specialization. Quality Assurance Monitors provide internal program monitoring to evaluate program performance, and provide training and technical support in their programs of expertise such as Veterans Services, Universal Services (Wagner Peyser), WIOA Adult and WIOA Youth, Welfare Transition, SNAP, One-Stop Compliance and Military Spouse Programs

The members of the CareerSource Escarosa Board are responsible for the establishment of goals, high-level policy and to direct board staff to develop strategies to achieve those goals and implement policy. Board staff will provide management and operation support of programs. See diagram:

LWDA 01 – CareerSource Escarosa Plan Addendum

The establishment of this structure and policies by the CareerSource Escarosa Board provides a solid "firewall" between the Board of Directors of CareerSource Escarosa oversight and the conduct of operations / service delivery in this region.

2. Provide a description of any cooperative agreement between the Local Board and the designated local entity administering vocation rehabilitation activities under Title I of the Rehabilitation Act of 1973.

CareerSource Escarosa is in the process of updating its MOU with the Department of Vocational Rehabilitation to better address the requirement of WIOA, however, we have had a long standing MOU with Vocational Rehabilitation since 2008 which encompasses many of the elements of WIOA. WIOA Sec. 121(c)(2) will be followed to ensure that the MOU contains all required elements.

3. Are each of the required WIOA partners included in the local one-stop system? Include a description of the roles and resource contributions of the local partners.

The required WIOA partners are included in the LWDA 01 One Stop System. Escarosa has been designated as a Direct Provider of Workforce Services having the following partners/services on-site:

- WIOA Adult and Dislocated Worker
- TANF (Welfare Transition) Employment and Training
- SNAP Employment and Training
- Referral and intake eligibility for WIOA youth programs (WIOA youth services are currently provided by three contractors)

LWDA 01 – CareerSource Escarosa Plan Addendum

State of Florida/ Department of Economic Opportunity staff is available full time on-site at all comprehensive one stop career centers to provide the following required partner programs:

- Wagner-Peyser
- State Unemployment Compensation
- Veteran's Activities

Through an MOU, services are provided on-site from the following agencies through in-kind match of staff resources:

- Senior Community Service Employment Program (operated by the National Caucus and Center on Black Aged) provides full time staff on-site
- Community Action Program provides staff to assist customers one day per week.
- Social Security Administration provides a remote access kiosk at CareerSource Escarosa's satellite center in Century, Florida to provide immediate access to Social Security staff via video.

MOU's are in place, or under development with all other required WIOA partner programs. Computer technology is in place and available to customers to facilitate access to all partner programs and services.

A Core Partner Council is being established to further coordinate services and improve communications among required partners.

4. Provide a description of how participating one-stop partners use the principles of universal design in their operations.

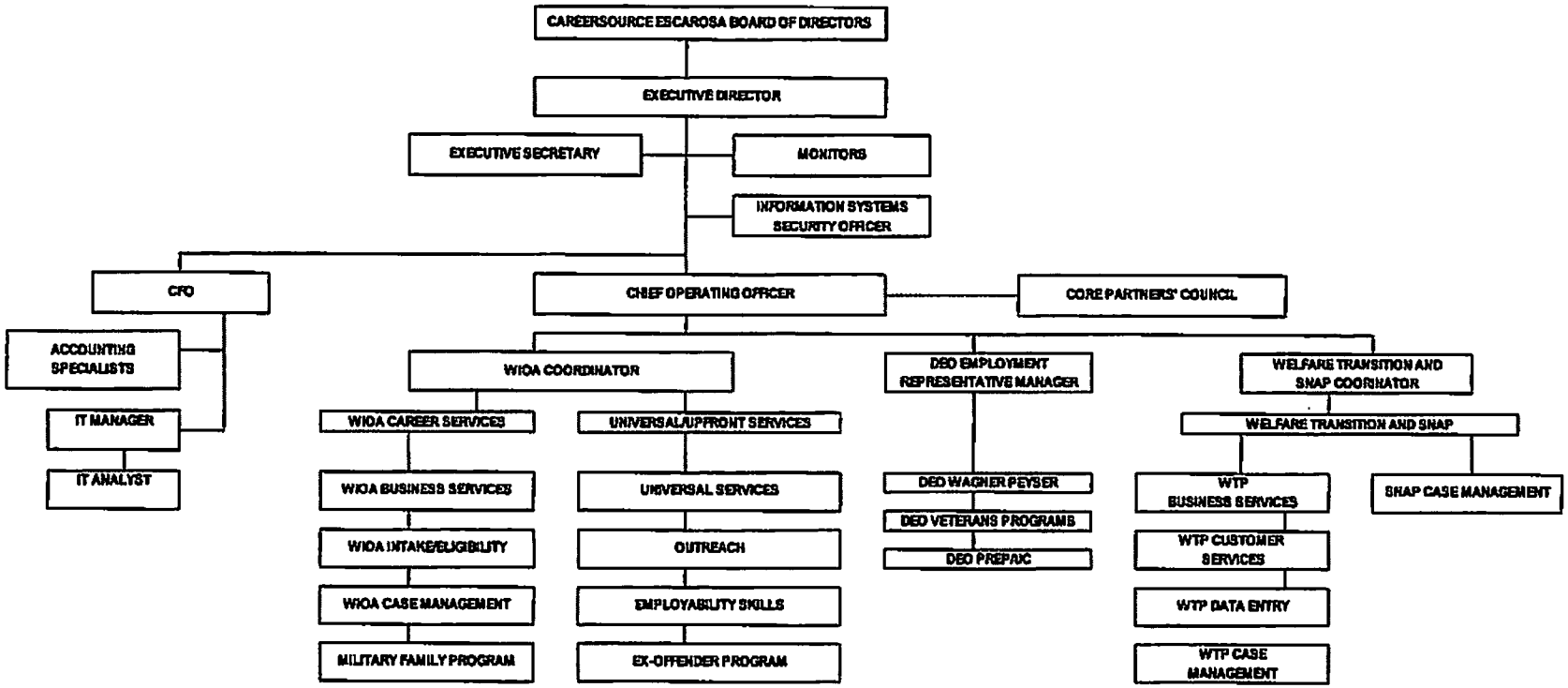
CareerSource Escarosa has been recognized by DEO as a "Florida Unique Abilities Partner," showing our commitment to serve diverse job seekers with severe barriers to

employment as well as our desire to work with partners and businesses that support the principles of Universal Design. We will ensure that our communication practices as well as the delivery of programs, services, and activities are designed to meet the needs of all customers of the workforce development system.

The Core Partners Council will utilize the Universal Design principles to develop and integrate systems to reach the anticipated needs of diverse career seekers and businesses.

5. Provide a description of the steps taken or that will be taken to ensure a competitive process for the selection of one-stop operators.

In compliance with federal WIOA legislation, a One-Stop Operator will be competitively procured and in place prior to July 1, 2017. We are in the early stages of determining the best solution for our region. Staff are exploring best practices and determining WIOA compliant deliverables and roles and responsibilities to assist in drafting bid proposals. At a minimum, the one-stop operator will ensure the coordination of services across program lines and provide quarterly reports of activities as well recommendations for enhanced cooperation and improved service to clients from various programs. It is understood that the local Board can serve as the One-Stop operator creating appropriate "firewalls" through policies and procedures to ensure competition, oversight and evaluation of the provider's performance.


CAREERSOURCE ESCAROSA BOARD OF DIRECTORS
EXECUTIVE DIRECTOR
EXECUTIVE SECRETARY
MONITORS
INFORMATION SYSTEMS SECURITY OFFICER
CFO
CHIEF OPERATING OFFICER
CORE PARTNERS' COUNCIL
ACCOUNTING SPECIALISTS
IT MANAGER
IT ANALYST
WIOA COORDINATOR
DEO EMPLOYMENT REPRESENTATIVE MANAGER
WELFARE TRANSITION AND SNAP COORINATOR
WIOA CAREER SERVICES
UNIVERSAL/UPFRONT SERVICES
WELFARE TRANSITION AND SNAP
WIOA BUSINESS SERVICES
UNIVERSAL SERVICES
DEO WAGNER PEYSER
DEO VETERANS PROGRAMS
DEO PREPAIC
WTP BUSINESS SERVICES
SNAP CASE MANAGEMENT
WIOA INTAKE/ELIGIBILITY
OUTREACH
WTP CUSTOMER SERVICES
WIOA CASE MANAGEMENT
EMPLOYABILITY SKILLS
WTP DATA ENTRY
MILITARY FAMILY PROGRAM
EX-OFFENDER PROGRAM
WTP CASE MANAGEMENT

CareerSource ESCAROSA

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Larry Strain
Board Chairman

Cliff J. Krut
Executive Director

This Addendum to the CareerSource Escarosa 4-Year Plan addresses issues associated with full compliance with the Workforce Innovation Opportunity Act (WIOA) Final Rules and is submitted for Chief Elected Official's approval in Escambia County.

We will operate in accordance with this plan and applicable federal and state laws, rules, and regulations.

CareerSource Escarosa

_____
Board Chairman: Larry Strain

CareerSource Escarosa

_____
Executive Director: Cliff Krut

ATTEST: Pam Childers
Clerk of the Circuit Court

By:_____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

BY:_____
D. B. Underhill, Chairman

Approved as to form and legal sufficiency.
By/Title: [illegible] ACA
Date: 12/16/16

CareerSource Escarosa is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. TTY: (877) 889-5627 | TDD: (800) 955-8771

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11476 **County Administrator's Report 9. 5.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 01/05/2017
Issue: Authorize the Scheduling of a Public Hearing to Consider Amending Provisions of the Escambia County Code of Ordinances Relating to Dangerous Dogs
From: Tim Tolbert, Building Official/Department Director
Organization: Building Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Scheduling of a Public Hearing to Consider Amending Provisions of the Escambia County Code of Ordinances Relating to Dangerous Dogs - Tim Tolbert, Building Official/Building Services Department Director

That the Board authorize the scheduling of a Public Hearing on Thursday, January 19, 2017, at 5:32 p.m., concerning the review of amendments to Code provisions relating to dangerous dogs: Chapter 10, Article I, Section 10-3. – Definitions; Chapter 10, Article I, Section 10-14. – Dangerous or Vicious Animals; and Chapter 10, Article I, Section 10-23. – Penalties.

BACKGROUND:

The proposed Code amendments relating to dangerous dogs are required to effect consistency with 2016-16, Laws of Florida, which amended Florida Statutes Sections 767.12, 767.13(2), 767.14, 767.16, and 767.136, effective March 8, 2016.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The ordinance was drafted by Assistant County Attorney Bobbie Ellis-Wiggins and will be advertised in the Saturday, January 7, 2016, edition of the *Pensacola News Journal.*

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

A copy of the Ordinance will be filed with the Department of State.

Attachments

1. Proposed Ordinance
2. Section 10-14 incorporating proposed amendments.

ORDINANCE NUMBER 2017-___

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING CHAPTER 10, ARTICLE I, SECTION 10-3 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES RELATED DEFINITIONS; AMENDING CHAPTER 10, ARTICLE I, SECTION 10-14 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES RELATED TO DANGEROUS OR VICIOUS ANUMALS; AMENDING CHAPTER 10, ARTICLE I, SECTION 10-23 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES RELATED TO PENALTIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature enacted 2016-16, Laws of Florida, amending Florida Statutes Sections 767.12, 767.13(2), 767.14, 767.16, and 767.136, effective March 8, 2016; and

WHEREAS, the Board of County Commissioners finds that the statutory amendments necessitate the amendment of Escambia County Code of Ordinances Chapter 10, Article 1, Sections 10-3, 10-14, and 10-23 relating to dangerous dogs; and

WHEREAS, the Board of County Commissioners further finds that amending the Code provisions relating to dangerous dogs serves an important public purpose and advances the public health, safety, and welfare of the citizens of Escambia County.

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

SECTION 1. Chapter 10, Article I, Section 10-3 of the Escambia County Code of Ordinances is hereby amended to read as follows (words underlined are additions and words ~~stricken~~ are deletions):

Sec. 10-3. - Definitions.

The following words, terms and phrases when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Abandon means to forsake an animal entirely or to neglect or refuse to provide or perform the legal obligations for care and support of an animal by its owner.

Animal means every living dumb creature.

Animal control authority means ~~an entity acting alone or in concert with other local governmental units and authorized by them to enforce the animal control laws of~~

~~the city, county, or state. In those areas not served by an animal control authority, the sheriff shall carry out the duties of the animal control authority under this chapter.~~Escambia County Animal Services Division.

Animal control officer means any ~~person duly~~individual employed, contracted with, or appointed ~~who is authorized to investigate, on public or private property, and to issue citations as provided in this chapter.~~by the animal control authority for the purpose of enforcing the laws and ordinances relating to animals. An animal control officer is not authorized to bear arms or make arrests.

Animal enclosure means any pet store, pet shop, animal shelter, kennel, animal rescue organization facility, sty, barnyard, impoundment area or other area where animals are housed and kept, whether for retail, breeding purposes or as household pets.

Animal rescue organization means a humane society or other nonprofit organization that is: dedicated to the protection of animals; duly registered with the Florida Department of State and the Florida Department of Agriculture and Consumer Services; and properly organized as a charitable organization under § 501(c)(3) of the Internal Revenue Code.

Animal shelter means the offices of the animal control officer where an impoundment area for animals is provided.

Barnyard animals means all animals of the equine, bovine or swine class and includes goats, sheep, mules, horses, hogs or cattle and domesticated poultry.

Community cat means any free-roaming cat that does not have an owner but may be cared for by one or more residents of the immediate area who is/are known or unknown: a community cat may or may not be feral. Community cats shall be distinguished from other cats by being sterilized, vaccinated against the threat of rabies, and ear tipped (preferably on the left ear). Qualified community cats are exempt from pickup and impounding as strays under section 10-5, tag requirements of section 10-8(b), licensing requirements of section 10-9, and roaming at large provisions of section 10-11(a), but may be subject to the animal nuisance provisions of section 10-11(e).

County commissioners means the board of county commissioners of the county.

Cruelty means any omission, or act of neglect, torture or torment that causes unjustifiable pain or suffering of an animal.

Dangerous ~~*or vicious animal* means any animal that according to the records of the appropriate authority:~~*dog* means any dog classified under Section 10-14 as dangerous after final determination and any appeal, and a dog that:

(1) Has aggressively bitten, attacked, or endangered or has inflicted severe injury on a human being on public or private property;

(2) Has~~, more than once,~~ severely injured or killed a domestic animal while off the owner's property; or

(3) Has, when unprovoked, chased or approached a person upon the streets, sidewalks, or any public grounds in a menacing fashion or apparent attitude of attack, provided that such actions are attested to in a sworn statement by one or more persons and dutifully investigated by the appropriate authority.

Direct control means immediate, continuous physical control of an animal at all times such as by means of a fence, leash, cord, or chain of such strength to restrain the same. In the case of specifically trained or hunting animals which immediately respond to such commands, direct control shall also include aural and/or oral control, if the controlling person is at all times clearly and fully within unobstructed sight and hearing of the animal.

Harbor(ing) means any person or entity that provides care, shelter, protection, refuge, and/or nourishment to an animal.

Hobby breeder means any person who owns or breeds purebred dogs or pedigreed cats primarily for personal recreational use. Personal recreational use may include participation in recognized conformation shows, hunting, field or obedience trials, racing, specialized hunting, working or water trials, and may include improving the physical soundness, temperament, and conformation of a given breed to standard or for the purpose of guarding or protecting the owner's property.

~~Impounding officer means the county administrator or his designee.~~

Livestock means all domestic animals kept for use on a farm or raised for sale and profit.

Livestock officer means the sheriff or his designee.

Operational day means any calendar day excluding Sundays and county holidays.

Owner means any person, firm, corporation or organization possessing, harboring, keeping, or having control or custody of an animal, whether temporary or permanent, or if the animal is owned by a person under the age of 18, that person's parent or guardian.

Pet shop means any place or premises at which the primary purpose is the keeping of pet animals, exclusive of those animals regulated and controlled by the state freshwater fish and game commission, for retail or wholesale purchase.

Proper enclosure of a dangerous dog means, while on the owner's property, a dangerous dog is securely confined indoors or in a securely enclosed and locked pen or structure, suitable to prevent the entry of young children and designed to prevent the animal from escaping together with visible signage warning persons of the presence of a "bad dog." Such pen or structure shall have secure sides and a secure top to prevent the dog from escaping over, under, or through the structure, and shall also provide protection from the elements.

Public road means any street, sidewalk, alley, highway, or other way open to travel by the public including rights-of-way, bridges and tunnels.

Residential area means any area in the county where two or more dwellings or houses are within 50 feet or less of each other.

Severe injury means any physical injury that results in broken bones, multiple bites, or disfiguring lacerations requiring sutures or reconstructive surgery.

Shelter means provision of, and unlimited access to, a three-dimensional structure having a roof, walls and a floor, which is dry, sanitary, clean and weatherproof and made of durable material. At a minimum the structure must be:

(1) Sufficient in size to allow the animal to stand up, turn around, lie down and stretch comfortably;

(2) Designed to protect the animal from the adverse effects of the elements and provide access to shade from direct sunlight and regress from exposure to inclement weather conditions;

(3) Free of standing water, accumulated waste and debris;

(4) Provide adequate ventilation; and

(5) Provide a solid surface flooring area, resting platform, pad, mat, or similar provision of adequate size for the animal to lie upon in a comfortable manner.

Stable means those premises at which horses or equines are kept commercially for boarding, riding, breeding, training, or resale purposes.

Sterilization means dogs and cats rendered permanently incapable of reproduction by surgical alteration, implantation of a device, or other physical means, or

permanently incapable of reproduction because of physiological sterility, but only where the neutered or spayed condition has been certified by a veterinarian licensed in any state.

Tether means to restrain an animal by tying the animal to any stationary object or structure, including, but not limited to, a house, tree, fence, post, garage or shed, by any means, including, but not limited to, a chain, rope, cord, leash or pulley/running line, but shall not include the use of a leash when walking an animal.

Unaltered animal means a dog or cat which has not been neutered, spayed or is otherwise not sterilized.

Unprovoked means that the victim who has been conducting himself or herself peacefully and lawfully has been bitten or chased in a menacing fashion or attacked by a dog.

Wild animal means any living member of the kingdom Animalia, including those born or raised in captivity, except the following:

(1) The species Homo sapiens (human beings).

(2) The species Canis familiaris (domestic dogs, including hybrids with wolves, coyotes, or jackals).

(3) The species Felis catus (domestic cats, excluding hybrids with ocelots or margays).

(4) The species Equus caballus (domestic horses).

(5) The species Equus asinus (asses/donkeys).

(6) The species Bos taurus (cattle).

(7) The subspecies Ovis ammon aries (sheep).

(8) The species Capra hircus (goats).

(9) The subspecies Sus scrofa domestica (swine).

(10) Domesticated races of the species Gallus gallus or Meleagris gallopavo (poultry).

(11) Domesticated races of the species Mesocricetus auratus (golden hamsters).

(12) Domesticated races of the subspecies Cavia aperea procellus (guinea pigs).

(13) Domesticated races of rats or mice (white or albino, trained, laboratory-reared).

(14) Domesticated races of the species Oryctolagus cuniculus (rabbits).

(15) All captive-bred members of the species of the families Psittacidae (parrots, parakeets), Anatidae (ducks), Fringillidae (finches), and Columbidae (doves and pigeons).

(16) All captive-bred members of the species Serinius canaria of the class Aves (canaries).

(17) Domesticated races of the species Carassius auratus (goldfish).

(18) Captive-bred members of the superorder Teleostei of the class Osteichthyes (common aquarium fish).

SECTION 2. Chapter 10, Article I, Section 10-14 of the Escambia County Code of Ordinances is hereby amended to read as follows (words underlined are additions and words ~~stricken~~ are deletions):

Sec. 10-14. - Dangerous ~~or vicious animals.~~dogs.

(a) Dangerous Dog Investigation.

1. The ~~owner of any animal classified as a dangerous or vicious animal pursuant to this chapter, shall confine the animal in a secure or proper enclosure. The owner and/or any person who shall release, either willfully or through a failure to exercise due care or control, or take such animal out of such secure or proper enclosure in such a manner which is likely to cause injury to another person or damage to the property of another person shall be in violation of this chapter and punished as a civil infraction as provided for in section 10-23.~~
~~(b)~~ ~~An~~ animal control authority shall investigate all reported incidents involving any dog that may be classified as dangerous ~~or vicious~~ and ~~shall~~, if possible, shall interview the owner, and shall require a sworn affidavit from any person, including any animal control officer or enforcement officer, desiring to have a dog classified as dangerous. ~~Any~~

2. A dog that is the subject of a dangerous dog investigation ~~shall~~may be immediately impounded by the animal control authority and ~~shall remain impounded pending the outcome of the investigation~~, if deemed necessary to protect the public. ~~Animal control officers are hereby authorized to confiscate~~

~~dogs that are the subject of dangerous~~ for quarantine purposes or otherwise, shall remain impounded pending final outcome of the investigation and any appeal. If the dog ~~investigations, and the director is hereby authorized to institute appropriate proceedings in any court of competent jurisdiction if necessary to effectuate the seizure of the dog. The animal control~~ is confiscated, the animal control officer shall ~~issue~~provide the ~~responsible party~~owner a written ~~notice~~statement of the confiscation~~.~~ including the owner's right, within 10 days of impoundment, to petition for custody of the dog pending the final outcome of the investigation and any appeal.

3. Within 10 days from the date of impoundment, an owner seeking to retain custody of the dog pending final outcome of the investigation and any appeal shall file a written petition with the Animal Services Division Manager requesting such custody. The petition shall be granted or denied at the sole discretion of the Animal Services Division Manager and if custody is granted, it shall be subject to the owner's compliance with the requirements for retaining custody as provided in subsection (a)5.

4. The owner shall be responsible for payment of all boarding and other costs and fees ~~incurred during the investigation.~~ required to humanely and safely keep a dog impounded by the animal control authority under this section 10-14.

~~(c) A dog~~ 5. A dog subject to investigation hereunder which is not impounded because of a successful petition for custody under Section (a)3. must be humanely and safely confined by the owner according to the requirements in subsections (d)1.a., b., and c., (d)2., and (d)3. pending final outcome of the investigation and any appeal. The address where the dog resides shall be provided to the animal control authority. During such time, the dog may not be relocated or its ownership transferred, and the owner shall immediately notify the animal control authority if the dog becomes loose or unconfined, bites a human being, attacks another animal, or dies.

6. A dog may not be declared dangerous if ~~the~~:

a. The threat, injury, or damage from the dog was sustained by a person who, at the time, was unlawfully on the dog owner's property~~,~~ or who, while lawfully on the property, was tormenting, abusing, or assaulting the dog ~~or~~, its owner, or a family member~~. No dog may be declared dangerous if the~~ of the dog's owner.

b. The dog was protecting or defending a human being within the immediate vicinity of the dog from an unjustified attack or assault.

~~(d) Within ten (10) business days of impoundment, the owner may file a petition with the director of animal control requesting custody of the animal during the~~

~~investigation and the petition shall be granted or denied at the discretion of the director of animal control. Any animal that is the subject of a dangerous dog investigation, that is not impounded with the animal control authority shall be humanely and safely confined by the owner in a secure or proper enclosure pending the outcome of the investigation and resolution of any related proceedings. The address of where the animal is confined during the investigation shall be provided to the animal control authority. No animal that is the subject of an investigation may be relocated or ownership transferred pending the outcome of the investigation or any proceedings related thereto.~~

~~(e) After the dangerous dog investigation is concluded, the animal control authority~~(b) Initial Determination.

1. An animal control authority investigation panel shall make an initial determination as to whether there is sufficient cause to classify the dog as dangerous and ~~shall afford the owner an opportunity for a hearing prior to making a final determination. The animal control authority shall provide written notification of the sufficient cause finding to the owner by registered mail, certified hand delivery, or service provided in conformance with the provisions of F.S. ch. 48. relating to service of process~~, if sufficient cause is found, as to the appropriate penalty under subsection (b)8.

~~(f) Within seven calendar days from~~2. The animal control authority shall notify the ~~date of receipt~~owner of the ~~notification of~~ date, time, and place the investigation panel will convene and that the owner may attend for purposes of providing information relevant to the panel's determination as to sufficient cause ~~finding, the owner may~~ and penalty.

3. If the investigation panel finds sufficient cause to classify the dog as dangerous, the animal control authority shall notify the owner of such initial determination and associated penalty, and that the owner may, within 7 days after receipt of such notice, file a written request with the animal control authority for a hearing with the county special magistrate ~~and, if requested.~~to challenge such initial determination, penalty, or both. The notice shall also advise that the owner shall be responsible for all costs associated with the hearing if the special magistrate affirms the initial determination and penalty.

4. If a hearing is not timely requested, an initial determination of sufficient cause and the associated penalty shall become final and the animal control authority shall send the owner a written final order according to the notice provisions in section (h). Such final order shall be deemed a final determination of a dangerous dog classification here under and the owner will have thereby forfeited the right to appeal the classification.

5. If the investigation panel finds no sufficient cause, custody of the dog shall be returned to the owner.

6. If a hearing is timely requested, it shall be held ~~no sooner than five~~as soon as possible but ~~no more~~not later than 21 ~~calendar~~ days ~~after receipt of~~ and not earlier than 5 days from the date the request ~~from the owner.~~is received. The hearing shall be a quasi-judicial hearing conducted before the county special magistrate, who shall timely provide ~~notice of hearing by registered mail, certified hand delivery or service provided in conformance with the provisions of F.S. ch. 48, relating to service of process.~~the owner notice of the hearing. In hearings before the county special magistrate, formal rules of evidence shall not apply~~,~~ but fundamental due process shall be observed and shall govern all proceedings. The special magistrate shall decide the issues based upon the preponderance of the evidence~~.~~, issue a final determination order, and send the owner a copy thereof according to the notice provisions in section (h).

~~(g)~~ 7. If the owner cannot appear at ~~any~~a hearing scheduled by the county special magistrate, the owner shall contact the animal control authority as soon as possible but no later than 24 hours prior to the hearing, requesting a continuance to the next available hearing date. If the owner fails to appear at the rescheduled classification hearing, the owner shall be deemed to have waived his or her right to appear at the hearing~~. In such case,~~, and the special magistrate shall proceed with the hearing ~~and shall notify~~in the ~~owner in writing of the outcome of the proceeding.~~ owner's absence.

~~(h) After the hearing, the special magistrate shall provide written notice of said determination to the owner by registered mail, certified hand delivery or service provided in conformance with the provisions of F.S. ch. 48, relating to service of process.~~

~~(i) If the~~8. A dog ~~is~~ classified as dangerous~~, the owner~~ due to an incident that causes severe injury to a human being may ~~file a written request for a hearing in the county court to~~, at the sole discretion of the Animal Services Division Manager and based upon the nature and circumstances of the injury and the likelihood of a future threat to public safety, health, and welfare, be destroyed in an expeditious and humane manner; provided, however, a dog may not be destroyed before a final determination order is issued or while an appeal ~~the classification within ten (10) business days after receipt of~~is pending.

(c) Final Determination.

1. If the special ~~magistrate's~~magistrate's final determination~~. The county court shall thereafter conduct a hearing on the issue as to whether the animal should be classified as dangerous and review the special magistrate's~~ order affirms the initial determination ~~de novo.~~and penalty, the owner shall pay all costs associated with the hearing notwithstanding the owner's failure to appear. If the

~~animal is in the owner's custody,~~special magistrate's final determination order reverses the initial determination and penalty:

a. Where the owner successfully petitioned for custody under Section (a)3. and retained custody of the dog pending final determination, custody of the dog shall remain with the owner. ~~must confine the animal in a securely fenced or enclosed area pending resolution of the appeal. If the animal remains impounded,~~

b. In all other cases, custody of the dog shall be returned to the owner ~~shall be responsible for~~ upon the owner's payment of all boarding and other costs and fees ~~incurred pending resolution~~required to humanely and safely keep the dog impounded by the animal control authority pursuant to subsection (a)4.

2. Either party may appeal the special magistrate's final determination to the circuit court in accordance with the Florida Rules of Appellate Procedure; each party shall be responsible for its own fees and costs associated with the appeal.

~~(j)~~(d) Dangerous Dog Registration and Renewals; Requirements. Except as otherwise provided herein, the owner of a dog classified as dangerous after final determination and any appeal upholding same shall have and retain custody of such dog upon obtaining a certificate of registration and annual renewal thereof. Such owner shall:

1. Within 14 days after a ~~dog~~ final determination order is ~~classified as dangerous by the special magistrate and the determination is upheld on appeal, the owner must~~issued, or the conclusion of any appeal that affirms such final order, obtain a certificate of registration ~~for the dog~~ from the animal control authority ~~serving the area in which he or she resides,~~ and renew the certificate ~~shall be renewed~~ annually. ~~The animal control authority is authorized to issue such certificates~~Certificates of registration and annual renewals may be issued only to persons who are at least 18 years of age and who present to the animal control authority sufficient evidence of:

~~(1)~~a. A current certificate of rabies vaccination ~~for the dog~~, current animal license tag, and proof of sterilization from a certified veterinarian licensed in any state;

b. ~~(2)~~ A proper enclosure to confine ~~a dangerous~~the dog and the posting of the premises with a clearly visible warning sign at all entry points ~~that~~of the premises which informs both children and adults of the presence of a dangerous dog on the property;

c. ~~(3)~~ Permanent identification of the dog, such as an electronic implantation; and

d. ~~(4)~~ Payment of an annual dangerous dog registration fee to the animal control authority. ~~The appropriate governmental unit may impose an annual fee for the issuance of certificates of registration required by this section.~~

~~(k) The owner shall immediately notify the appropriate animal control authority when a dog that has been classified as dangerous:~~

~~(1)~~ 2 Not ~~Is loose or unconfined;~~

~~(2) Has bitten a human being or attacked another animal;~~

~~(3) Is sold or given away, or dies; or~~

~~(4) Is moved to another address.~~

~~(l) Prior to a dangerous dog being sold or given away, the owner shall provide the name, address, and telephone number of the new owner to the animal control authority. The new owner must comply with all of the requirements of this chapter, even if the animal is moved from one local jurisdiction to another within the state. The animal control officer or appropriate agency of another jurisdiction must be notified by the owner of a dog classified as dangerous that the dog is in his jurisdiction.~~

~~(m) It is unlawful for the owner of a dangerous dog to~~permit the dog to be outside a proper enclosure unless the dog is muzzled~~and~~, restrained by a substantial hand-held chain or leash, and under the direct control of a competent person. The muzzle shall be made in a manner that will not cause injury to the dog or interfere with its vision or respiration, but shall prevent it from biting ~~any~~a person or animal. When being transported, ~~such dogs~~the dog shall be safely and securely restrained within ~~a~~the vehicle.

~~(n) Any~~ 3. Immediately notify the animal control authority when the dog:

a. Is loose or unconfined;

b. Has bitten a human being or attacked another animal; ~~classified as dangerous~~

c. Is sold or given away;

d. Is moved to another address; and/or

e. Dies.

4. For subsections 3.c. and 3.d., prior to the dog's transfer or relocation, the owner shall ~~only be returned to the custody~~provide written notice to the animal control authority setting forth the name, address, and telephone number of the ~~owner after the~~ new owner ~~has satisfied~~ or the dog's new address. A new owner must comply with all requirements ~~for the ownership and care of a dangerous dog as set forth herein.~~ of this section, even if the animal is relocated to another jurisdiction within the state. The owner shall notify the appropriate animal control agency in the new jurisdiction that the dog has been relocated to that jurisdiction.

(e) Failure to Comply with Dangerous Dog Requirements.

1. Should the owner of a dog classified dangerous fail to timely comply with the ~~foregoing~~registration requirements ~~on or before the 14th day after final classification is rendered~~, the animal control authority shall retain custody of the ~~animal~~dog and the ~~animal~~dog shall be destroyed in an expeditious and humane manner.

2. If ~~the~~an owner~~, thereafter,~~ with custody of a dangerous dog after final determination and any appeal fails to comply ~~with the aforementioned~~or remain in compliance with all dangerous dog ownership and care requirements~~.~~, including but not limited to annual registration renewal, the animal control authority may immediately impound the ~~animal pending the owner's compliance with impoundment at the expense of~~ dog and the owner~~.~~ shall be in violation of this section and subject to the penalties provided in section 10-23. Should the ~~owner fail to comply with the foregoing requirements on or before the fourteenth~~owner's noncompliance continue through the 14th day after the ~~animal~~dog is impounded, the animal control authority shall retain custody of the ~~animal~~dog and the ~~animal~~dog shall be destroyed in an expeditious and humane manner.

(~~e~~f) Attacks or Injuries by Dogs

1. If a dog that has [been~~] previously declared~~ classified as dangerous after final determination and any appeal attacks or bites a human or a domestic animal without provocation, the owner shall be in violation of this ~~chapter~~section and ~~punished as a civil infraction as~~subject to the penalties provided ~~for~~ in section 10-23. In addition, the dog shall be immediately impounded by the animal control authority and shall remain impounded under quarantine pending resolution of ~~any related proceedings. The animal control authority shall provide the owner with a sufficient cause finding and within seven calendar days from the date of receipt of the notification of the sufficient cause finding, the owner may file a written request with the animal control authority for a hearing with the county special magistrate as provided herein. After final resolution of any related proceedings, if the sufficient cause finding is upheld the dog shall be destroyed in an expeditious and humane manner, and the owner shall be responsible for all boarding costs~~

~~and fees required to confiscate, impound, and destroy the animal.~~ all proceedings set forth in subsections (c) - (e) hereof.

~~(p)~~ 2. If a dog that has *not* been ~~previously declared~~ classified as dangerous ~~or vicious~~ attacks and causes ~~severe injury or~~ the death ~~to~~of a human ~~or a domestic animal without provocation, the owner shall be in violation of this chapter and punished as a civil infraction as provided for in section 10-23. In addition~~being, the dog shall be immediately ~~impounded~~confiscated by ~~the~~an animal control ~~authority and the dog shall be held at the county animal shelter under~~ officer, placed in quarantine ~~pending resolution of any related proceedings.~~, if necessary, for the proper length of time, and impounded. The animal control authority shall ~~timely provide~~notify the owner ~~with a sufficient cause finding~~that the dog has been impounded and will be expeditiously and ~~within seven calendar~~humanely destroyed 7 days ~~from~~after the ~~date of~~owner's receipt of the ~~notification of the sufficient cause finding,~~notice unless the owner ~~may file~~files a written request with the animal control authority for a hearing with the county special magistrate ~~as provided herein. After final resolution of any related proceedings, if the dangerous dog determination~~within such 7-day period. If a hearing is ~~upheld the dog shall be destroyed~~ timely requested, the provisions in this section 10-14 for hearings and appeals shall apply. If a hearing is not timely requested, the animal control authority shall destroy the dog in an expeditious and humane manner~~,~~ ~~and the owner shall be responsible for all boarding costs and fees required to confiscate, impound, and destroy the animal.~~.

~~(q)~~ (g) Exemptions.

1. Hunting dogs are exempt from ~~the provisions of~~ this section when engaged in any legal hunt or training procedure. Dogs engaged in training or exhibiting in legal sports such as obedience trials, conformation shows, field trials, hunting/retrieving trials, and herding trials~~,~~ are exempt from ~~the provisions of~~ this ~~chapter~~section when engaged in ~~any~~such legal procedures~~. However, such dogs~~ but are at all other times and in all respects ~~shall be~~ subject to this ~~chapter.~~section. Dogs that have been classified as dangerous ~~shall~~may not be used for hunting purposes.

2. ~~(r)This section does not apply to dogs used~~ Dogs that are owned, or the service of which are employed, by a law enforcement ~~officials~~agency, are exempt from this section.

3. Any dog used as a service dog for ~~law enforcement work.~~ blind, hearing impaired, or disabled persons that bites another animal or a human is exempt from any quarantine requirement following such bite if the dog has a current rabies vaccination that was administered by a licensed veterinarian.

~~(g)~~ (h) Notices. All notices to the dog owner under this section shall be in writing and delivered by certified mail or by service of process pursuant to F.S. Chapter 48.

(i) Penalties. A violation of any provision of this section shall be a civil infraction punishable pursuant to section 10-23.

SECTION 3. Chapter 10, Article I, Section 10-23 of the Escambia County Code of Ordinances is hereby amended to read as follows (words underlined are additions and words ~~stricken~~ are deletions):

Sec. 10-23. - Penalties.

(a) Except as otherwise provided, a violation of this chapter is a civil infraction~~, except as provided for in subsection (f) and subsections (g)(1), (2) and (3) of this section.~~. Each violation as to each animal in the care, custody, and control of the owner shall constitute a separate offense. Each day or fraction thereof during which a violation of this chapter continues shall be considered a separate offense.

(b) The maximum civil penalty for a civil infraction shall not exceed $500.00.

(c) By resolution, the board of county commissioners shall establish the amount of any civil penalty for a civil infraction. Such resolution may be amended from time to time and is incorporated by reference and made a part hereof. In addition to each civil penalty, there is hereby imposed a surcharge of $5.00 for ~~violations involving animal control or animal cruelty.~~any violation of this chapter. The proceeds shall be placed in a separate fund and used to pay the costs of ~~the 40-hour minimum standards~~ training ~~course required~~ for ~~county~~ animal control officers~~ as provided in F.S. § 828.27(4)(b).~~.

(d) In addition to the penalties provided herein, the county is hereby authorized to institute any appropriate action or proceeding, including suit for injunctive relief, in order to prevent or abate violations of this chapter.

(e) Upon a ~~third~~second or subsequent conviction for a violation of this chapter, and upon prior written notice to the owner delivered by certified mail or by service of process pursuant to F.S. Chapter 48, the county may ~~seek an injunction prohibiting~~request the judge rendering such second or subsequent conviction to enjoin an owner from acquiring, owning, possessing, or harboring animals within Escambia County indefinitely or for a specified period~~ of up to three years~~. For the purpose of this provision, "conviction" shall mean that a citation for a violation of this chapter was issued and either the citation was not appealed or, if the citation was appealed, the action of the officer as to such violation was affirmed on appeal.

(f) The ~~department head~~Animal Services Division Manager or designee may record a certified copy of any order imposed pursuant to this chapter in the public records of

Escambia County, Florida, which shall constitute a lien against the violator's real and personal property. Such order may be enforced in the same manner as a court judgment, including levy against the personal property of the violator.

(g) Any person paying a penalty pursuant to a civil infraction violation of this chapter shall be deemed to have admitted the violation. In no event shall a penalty amount, when a person admits without contesting the violation, exceed the limits specified in the animal control fee resolution as approved by the board of county commissioners.

(h) An individual who contests the violation and after trial is found in violation of the provisions of this chapter, except as provided below, shall be guilty of a civil infraction and punished by a fine of not less than $50.00 per violation and not more than $500.00 per violation, and shall pay all costs associated with the trial.

(i) Any person who willfully refuses to accept and sign a citation or notice to appear shall be in violation of this chapter and shall be guilty of a misdemeanor of the second degree, punishable as provided in F.S. § 775.082 or F.S. § 775.083 (F.S. § 828.27(4)).

(j) Any person who owns a dog which aggressively attacks or injures or attempts to attack or injure a person or another animal shall be in violation of this chapter, and the citation issued to such person shall not permit payment of a civil penalty in lieu of court appearance and the owner shall be prosecuted as follows:

~~(~~1~~)~~. If a dog that has not been ~~previously declared~~classified as dangerous under the provisions of section 10-14:

a. Attacks and causes severe injury to or death of any person and the owner had prior knowledge of the dog's dangerous propensities, yet demonstrated a reckless disregard for such propensities under the circumstances, the owner shall be guilty of a second degree misdemeanor, punishable as provided in F.S. § 775.082 or F.S. § 775.083.

~~(~~b. Attacks or bites a person who is engaged in or attempting to engage in a criminal activity at the time of the attack, the owner of the dog is not guilty of any crime under this section.

2~~)~~. If a dog that has ~~previously~~ been ~~declared~~classified as dangerous in accordance with section 10-14:

a. Attacks a person or a domestic animal without provocation, the owner shall be guilty of a first-degree misdemeanor, punishable as provided in F.S. § 775.082 or F.S. § 775.083.

~~(3) If a dog that has previously been declared dangerous in accordance with section 10-14~~ b. Attacks and causes severe injury or death of any person, the owner shall be guilty of a third-degree felony, punishable as provided in F.S. § 775.082, F.S. § 775.083 or F.S. § 775.084.

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, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

SECTION 5. Inclusion in Code.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by Section 125.68, Fla. Stat. (2016); 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.

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

DONE AND ENACTED this _____ day of_____, 2017.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
D. B. Underhill, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

BY: _____
Deputy Clerk

Approved as to form and legal sufficiency.
By/Title: B Ellis K AGA
Date: 12/12/16

(Seal)

Enacted:
Filed with Department of State:
Effective:

Sec. 10-14. - Dangerous dogs.

(a) Dangerous Dog Investigation.

1. The animal control authority shall investigate all reported incidents involving any dog that may be classified as dangerous and, if possible, shall interview the owner, and shall require a sworn affidavit from any person, including any animal control officer or enforcement officer, desiring to have a dog classified as dangerous.

2. A dog that is the subject of a dangerous dog investigation may be immediately impounded by the animal control authority and, if deemed necessary to protect the public for quarantine purposes or otherwise, shall remain impounded pending final outcome of the investigation and any appeal. If the dog is confiscated, the animal control officer shall provide the owner a written statement of the confiscation including the owner's right, within 10 days of impoundment, to petition for custody of the dog pending the final outcome of the investigation and any appeal.

3. Within 10 days from the date of impoundment, an owner seeking to retain custody of the dog pending final outcome of the investigation and any appeal shall file a written petition with the Animal Services Division Manager requesting such custody. The petition shall be granted or denied at the sole discretion of the Animal Services Division Manager and if custody is granted, it shall be subject to the owner's compliance with the requirements for retaining custody as provided in subsection (a)5.

4. The owner shall be responsible for payment of all boarding and other costs and fees required to humanely and safely keep a dog impounded by the animal control authority under this section 10-14.

5. A dog subject to investigation hereunder which is not impounded because of a successful petition for custody under Section (a)3. must be humanely and safely confined by the owner according to the requirements in subsections (d)1.a., b., and c., (d)2., and (d)3. pending final outcome of the investigation and any appeal. The address where the dog resides shall be provided to the animal control authority. During such time, the dog may not be relocated or its ownership transferred, and the owner shall immediately notify the animal control authority if the dog becomes loose or unconfined, bites a human being, attacks another animal, or dies.

6. A dog may not be declared dangerous if:

    a. The threat, injury, or damage from the dog was sustained by a person who, at the time, was unlawfully on the dog owner's property or who, while lawfully on

the property, was tormenting, abusing, or assaulting the dog, its owner, or a family member of the dog's owner.

b. The dog was protecting or defending a human being within the immediate vicinity of the dog from an unjustified attack or assault.

(b) Initial Determination.

1. An animal control authority investigation panel shall make an initial determination as to whether there is sufficient cause to classify the dog as dangerous and, if sufficient cause is found, as to the appropriate penalty under subsection (b)8.

2. The animal control authority shall notify the owner of the date, time, and place the investigation panel will convene and that the owner may attend for purposes of providing information relevant to the panel's determination as to sufficient cause and penalty.

3. If the investigation panel finds sufficient cause to classify the dog as dangerous, the animal control authority shall notify the owner of such initial determination and associated penalty, and that the owner may, within 7 days after receipt of such notice, file a written request with the animal control authority for a hearing with the county special magistrate to challenge such initial determination, penalty, or both. The notice shall also advise that the owner shall be responsible for all costs associated with the hearing if the special magistrate affirms the initial determination and penalty.

4. If a hearing is not timely requested, an initial determination of sufficient cause and the associated penalty shall become final and the animal control authority shall send the owner a written final order according to the notice provisions in section (h). Such final order shall be deemed a final determination of a dangerous dog classification here under and the owner will have thereby forfeited the right to appeal the classification.

5. If the investigation panel finds no sufficient cause, custody of the dog shall be returned to the owner.

6. If a hearing is timely requested, it shall be held as soon as possible but not later than 21 days and not earlier than 5 days from the date the request is received. The hearing shall be a quasi-judicial hearing conducted before the county special magistrate, who shall timely provide the owner notice of the hearing. In hearings before the county special magistrate, formal rules of evidence shall not apply but fundamental due process shall be observed and shall govern all proceedings. The special magistrate shall decide the issues based upon the preponderance of the evidence, issue a final determination order, and send the owner a copy thereof according to the notice provisions in section (h).

7. If the owner cannot appear at a hearing scheduled by the county special magistrate, the owner shall contact the animal control authority as soon as possible but no later than 24 hours prior to the hearing, requesting a continuance to the next available hearing date. If the owner fails to appear at the rescheduled classification hearing, the owner shall be deemed to have waived his or her right to appear at the hearing, and the special magistrate shall proceed with the hearing in the owner's absence.

8. A dog classified as dangerous due to an incident that causes severe injury to a human being may, at the sole discretion of the Animal Services Division Manager and based upon the nature and circumstances of the injury and the likelihood of a future threat to public safety, health, and welfare, be destroyed in an expeditious and humane manner; provided, however, a dog may not be destroyed before a final determination order is issued or while an appeal is pending.

(c) Final Determination.

1. If the special magistrate's final determination order affirms the initial determination and penalty, the owner shall pay all costs associated with the hearing notwithstanding the owner's failure to appear. If the special magistrate's final determination order reverses the initial determination and penalty:

   a. Where the owner successfully petitioned for custody under Section (a)3. and retained custody of the dog pending final determination, custody of the dog shall remain with the owner.

   b. In all other cases, custody of the dog shall be returned to the owner upon the owner's payment of all boarding and other costs and fees required to humanely and safely keep the dog impounded by the animal control authority pursuant to subsection (a)4.

2. Either party may appeal the special magistrate's final determination to the circuit court in accordance with the Florida Rules of Appellate Procedure; each party shall be responsible for its own fees and costs associated with the appeal.

(d) Dangerous Dog Registration and Renewals; Requirements. Except as otherwise provided herein, the owner of a dog classified as dangerous after final determination and any appeal upholding same shall have and retain custody of such dog upon obtaining a certificate of registration and annual renewal thereof. Such owner shall:

1. Within 14 days after a final determination order is issued, or the conclusion of any appeal that affirms such final order, obtain a certificate of registration from the animal control authority and renew the certificate annually. Certificates of registration and annual renewals may be issued only to persons who are at least

18 years of age and who present to the animal control authority sufficient evidence of:

a. A current certificate of rabies vaccination, current animal license tag, and proof of sterilization from a certified veterinarian licensed in any state;

b. A proper enclosure to confine the dog and the posting of the premises with a clearly visible warning sign at all entry points of the premises which informs both children and adults of the presence of a dangerous dog on the property;

c. Permanent identification of the dog, such as an electronic implantation; and

d. Payment of an annual dangerous dog registration fee to the animal control authority.

2. Not permit the dog to be outside a proper enclosure unless the dog is muzzled, restrained by a substantial hand-held chain or leash, and under the direct control of a competent person. The muzzle shall be made in a manner that will not cause injury to the dog or interfere with its vision or respiration, but shall prevent it from biting a person or animal. When being transported, the dog shall be safely and securely restrained within the vehicle.

3. Immediately notify the animal control authority when the dog:

   a. Is loose or unconfined;

   b. Has bitten a human being or attacked another animal;

   c. Is sold or given away;

   d. Is moved to another address; and/or

   e. Dies.

4. For subsections 3.c. and 3.d., prior to the dog's transfer or relocation, the owner shall provide written notice to the animal control authority setting forth the name, address, and telephone number of the new owner or the dog's new address. A new owner must comply with all requirements of this section, even if the animal is relocated to another jurisdiction within the state. The owner shall notify the appropriate animal control agency in the new jurisdiction that the dog has been relocated to that jurisdiction.

(e) <u>Failure to Comply with Dangerous Dog Requirements</u>.

1. Should the owner of a dog classified dangerous fail to timely comply with the registration requirements, the animal control authority shall retain custody of the dog and the dog shall be destroyed in an expeditious and humane manner.

2. If an owner with custody of a dangerous dog after final determination and any appeal fails to comply or remain in compliance with all dangerous dog ownership and care requirements, including but not limited to annual registration renewal, the animal control authority may immediately impound the dog and the owner shall be in violation of this section and subject to the penalties provided in section 10-23. Should the owner's noncompliance continue through the 14th day after the dog is impounded, the animal control authority shall retain custody of the dog and the dog shall be destroyed in an expeditious and humane manner.

(f) Attacks or Injuries by Dogs.

1. If a dog that has been classified as dangerous after final determination and any appeal attacks or bites a human or a domestic animal without provocation, the owner shall be in violation of this section and subject to the penalties provided in section 10-23. In addition, the dog shall be immediately impounded by the animal control authority and shall remain impounded under quarantine pending resolution of all proceedings set forth in subsections (c) - (e) hereof.

2. If a dog that has *not* been classified as dangerous attacks and causes the death of a human being, the dog shall be immediately confiscated by an animal control officer, placed in quarantine, if necessary, for the proper length of time, and impounded. The animal control authority shall notify the owner that the dog has been impounded and will be expeditiously and humanely destroyed 7 days after the owner's receipt of the notice unless the owner files a written request with the animal control authority for a hearing with the county special magistrate within such 7-day period. If a hearing is timely requested, the provisions in this section 10-14 for hearings and appeals shall apply. If a hearing is not timely requested, the animal control authority shall destroy the dog in an expeditious and humane manner.

(g) Exemptions.

1. Hunting dogs are exempt from this section when engaged in any legal hunt or training procedure. Dogs engaged in training or exhibiting in legal sports such as obedience trials, conformation shows, field trials, hunting/retrieving trials, and herding trials are exempt from this section when engaged in such legal procedures but are at all other times and in all respects subject to this section. Dogs that have been classified as dangerous may not be used for hunting purposes.

2. Dogs that are owned, or the service of which are employed, by a law enforcement agency, are exempt from this section.

3. Any dog used as a service dog for blind, hearing impaired, or disabled persons that bites another animal or a human is exempt from any quarantine requirement following such bite if the dog has a current rabies vaccination that was administered by a licensed veterinarian.

(h) Notices. All notices to the dog owner under this section shall be in writing and delivered by certified mail or by service of process pursuant to F.S. Chapter 48.

(i) Penalties. A violation of any provision of this section shall be a civil infraction punishable pursuant to section 10-23.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11492 **County Administrator's Report 9. 6.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 01/05/2017
Issue: 5:31 p.m. Public Hearing Request – Fund Balance Carry-Forwards
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Public Hearing Request for Fund Balance Carry-Forwards - Stephan Hall, Budget Manager, Management and Budget Services

That the Board authorize the scheduling of a Public Hearing on January 19, 2017 at 5:31 p.m., to amend the Fiscal Year 2016/2017 Budget to include the fund balance carry-forwards.

BACKGROUND:

During the budget process an estimate is made for the amount of unspent monies that will be remaining at the end of the fiscal year. This amount is budgeted as a fund balance estimate. At the close of every fiscal year a reconciliation is made between the estimate of the fund balance, or funds remaining from the previous year and the actual fund balance. The difference is then appropriated into the budget. A public hearing is required to amend the budget in this manner.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11526 **County Administrator's Report 9. 7.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 01/05/2017
Issue: Circuit One Juvenile Justice Circuit Advisory Board
From: Lumon May, District 3 Commissioner
Organization: Board of County Commissioners
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Circuit One Juvenile Justice Circuit Advisory Board - Commissioner Lumon J. May, District 3

That the Board confirm the appointment of Tonya Gant, Neighborhood & Human Services Department Director, as Commissioner May's designee on the Circuit One Juvenile Justice Circuit Advisory Board, effective January 5, 2017, to run concurrently with Commissioner May's term of office or at his discretion.

BACKGROUND:

Commissioner Lumon J. May's membership on the Department of Juvenile Justice (DJJ) Juvenile Justice Circuit Advisory Board was approved on January 31, 2014, and was acknowledged by the Board of County Commissioners on April 3, 2014. Commissioner May's appointment complies with the statutory requirement of having a commissioner from each County represent their County. Commissioner May desires to name Tonya Gant as his designee. There are no term limits for membership on this Board.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

If the appointment is confirmed by the Board, the applicable correspondence will be forwarded to the Circuit One Juvenile Justice Circuit Advisory Board.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11465 **County Administrator's Report 9. 1.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 01/05/2017
Issue: Change Order #2 to Purchase Order #151513 -Halcore Group Inc., d/b/a Horton Emergency Vehicles
From: Mike Weaver, Department Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Change Order to the Purchase Order for Halcore Group, Inc., d/b/a Horton Emergency Vehicles - Michael D. Weaver, Public Safety Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order #2, to Halcore Group Inc., d/b/a Horton Emergency Vehicles, for the purchase for Emergency Medical Services:

Department:	Public Safety Department
Division:	EMS
Type:	Addition
Amount:	$27,298
Vendor:	Halcore Group, Inc., d/b/a Horton Emergency Vehicles
Project Name:	N/A
PO#:	151513
CO#:	2
Cost Center for CO:	330302
Original PO Amount:	$719,992
Cumulative Amount of Change Orders through this CO:	$62,037
New PO Total:	$782,029

[Funding Source: Fund 408, Emergency Medical Services Fund, Cost Center 330302]

BACKGROUND:

In its meeting held August 6, 2015, the Board authorized issuance of a purchase order to Halcore Group Inc., in the amount of $719,992.00 for the purchase of four Navistar 4300 series chassis. The recommended Change Order will add funds needed to complete necessary changes needed for the work requested to be done to the two ambulances after the initial contract was approved. Due to used ambulances being submitted for re-chassis, the additional amount of work needed is unknown until the vendor has started working on the vehicle.

BUDGETARY IMPACT:

Funding is available in Fund 408, Emergency Medical Service Fund, Cost Center 330302.

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, Chapter 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

17258 Production Changes

17259 Production Changes

PRODUCTION CHANGE ORDERS

Production Number: **17258**

Report		Date
Order Date	121/856	4/15/2016
Preliminary		
Build Specification Agre	137/856	10/7/2016
Price Agree	132/856	9/13/2016
Final	125/125	8/10/2016
Production		
Invoice		
LAST EDIT	137/856	11/15/2016

Chassis Year:	2016
Chassis:	Navistar 102"
V.I.N.:	1HTMNMML8GH377561
Chassis Source:	Horton
HEV Model:	CCO 102"
Type:	MED
Series:	CCO
Module Num:	
HEV S/N:	10-211617258

Department:	Escambia Co. EMS
Address:	6575 North 'W' St
Post Office:	
City:	PENSACOLA
State:	FL **Zip Code:** 32505
Contact:	Pat Kostic
Previous Production Num:	

Dealer:	HORTON (IN HOUSE)
Sales Person:	CAVALLO, JASON
Project Developer:	JIM BUCKLE

OptionNum	Std	Qty	Header/Description/Data/Comment	Cost	Extra Total	Extended
V			**CHANGE ORDERS**			
V0000010	0	1	**CHANGE ORDER**	$0.00	0	$0.00
5/11/2016			!!! INSTALL THE STRYKER PERFORMANCE LOAD SYSTEM FOR CENTER LOCATION. (ALL FOUR VEHICLES)			
V0000020	0	1	**CHANGE ORDER**	$0.00	0	$0.00
5/11/2016			!!! RJ070000 CHANGE ORDER - REUSE THE EXISTING RADIO CABLES. DELETE THE REQUIREMENT TO INSTALL NEW CUSTOMER SUPPLIED CABLES.			
V0000030	0	1	**CHANGE ORDER**	$0.00	0	$0.00
5/11/2016			!!! LSP00001 & V0000010 CLARIFICATION - COT SYSTEM WILL BE POWER LOAD ILO PERFORMANCE LOAD.			
V0000040	0	1	**CHANGE ORDER**	$0.00	0	$0.00
5/18/2016			!!! QH29I200 CLARIFICATION - THE "QUICK-CLICK" FITTINGS REFERENCED IN THIS OPTION ARE HORTON STANDARD STYLE FITTINGS.			
V0000050	0	1	**CHANGE ORDER**	$0.00	0	$0.00
5/31/2016			!!! BSP00003 CLARIFICATION - RAISE THE PULL-OUT TRAY IN THE STREETSIDE INTERMEDIATE COMPARTMENT AS NECESSARY TO CLEAR THE BATTERY BOX.			
V0000060	0	1	**CHANGE ORDER**	$0.00	28	$28.00
5/31/2016			!!! RAISE THE SHELF IN THE STREETSIDE REAR COMPARTMENT 42" ABOVE THE COMPARTMENT FLOOR. INSTALL A ROK STRAP ON THE LEFT COMPARTMENT WALL LOCATED TO SECURE A STAIR CHAIR. {28}			

OptionNum	Std	Qty	Header/Description/Data/Comment	Cost	Extra Total	Extended
V0000070	0	1	**CHANGE ORDER**	$0.00	75	$75.00

8/22/2016 !!! CHANGEORDERS

!!! INSTALL NEW INTERIOR PERKO VENT CEILING COVERS {75}

!!! CABINET WALL CLARIFICATION - THE UPPER REAR MAIN WALL SCAB TO BE 4" TO MATCH THE PREVIOUS 17263 BUILD. SEE THE REVISED SIDE WALL DRAWING DATED 05-12-16

!!! MAM15G00 CLARIFICATION - FRONT LIGHT BAR HAS ALL CLEAR LENSES

!!! CONSOLE CLARIFICATION - REMOVE THE EXISTING SPOT LIGHT TRAY FROM THE REAR OF THE CONSOLE. FABRICATE/INSTALL A NEW TRAY PER DRAWING #112612. TRAY TO BE BLACK SCORPION COATED. SMALLER TRAY IS REQUIRED TO ALLOW THE CONSOLE TO MOVE REARWARD TO FIT AROUND THE SHIFTER NOTCH.

!!! CLARIFICATION - INCLUDE AN ADDITIONAL SEAT BELT RETRACTOR FOR THE FORWARD RISER BELT DUE TO RECONFIGURATION OF THE BENCH.

V0000080	0	1	**CHANGE ORDER**	$0.00	200	$200.00

8/22/2016 !!! CHANGEORDERS

!!! CLARIFICATION - RECEIVED THE STRYKER SUPPLIED COMPONENTS FOR THE POWER LOAD SYSTEM. COMPONENTS ARE IN THE CUSTOMER SUPPLIED STOCK AREA AT SOUTHWEST.

!!! INSTALL (2) NEW SPEAKERS IN THE REAR CLOSE-OUT. {125}

!!! INSTALL A NEW AIRCRAFT STYLE CLOCK. {75}

!!! CUSTOMER NOTES POSSIBLE O2 LEAK. NOTIFY SPECWRITER OF ANY PARTS/LABOR REQUIREMENTS.

!!! BATTERY SWITCH TO BE LEFT INSTALLED ON FLOOR. INSTALL A PLATE UNDERNEATH IT TO MATCH 17256-257.

V0000090	0	1	**CHANGE ORDER**	$0.00	4457	$4,457.00

8/22/2016 !!! CHANGEORDERS FROM PREVIOUS CUSTOMER INSPECTION.

!!! INSTALL NEW NORCOLD REFRIGERATORS {1232}

!!! INSTALL NEW INVERTERS. 20-1000TUL WITH INTERFACE. WILL REQUIRE NEW STATUS PANELS. {2001}

!!! COUNTERTOPS TO BE MIDNIGHT PEARL ILO MERAPI.

!!! REPLACE ALL OF THE TOUCHPAD LOCKS. PROGRAM '35791' TO UNLOCK AND '555' TO LOCK. {1224}

!!! BATTERY BOX TO HAVE AN OPEN FRONT WITH A LID THAT COVERS THE TOP AND FRONT. THIS IS TO ALLOW FOR REMOVAL OF THE BATTERIES.

!!! REINSTALL THE FIRE EXTINGUISHERS. ONE GOES IN THE SS REAR, ABOVE SHELF, LEFT WALL. THE OTHER IN THE CS CRASH BARRIER ABOVE THE O2 BOTTLE STORAGE, LEFT WALL.

!!! REINSTALL RUBBER BUMPERS ON REAR RISER FOR REAR STEP.

OptionNum	Std	Qty	Header/Description/Data/Comment	Cost	Extra Total	Extended
V0000100	0	1	**CHANGE ORDER**	$0.00	175	$175.00

8/22/2016 !!! CHANGEORDERS FROM PREVIOUS CUSTOMER INSPECTION

!!! NOTE THAT DRIVECAM NEEDS TO BE WIRED HOT AT ALL TIMES.

!!! FIX MONITOR SO THAT IT CANNOT BE PULLED DOWN IN FRONT OF THE DRIVECAM. {25}

!!! NOTE FLUORESCENTS TO TIME OUT AFTER 5 MINUTES ON THE TIMER SWITCH. MODULE DISCONNECT TO SHUT DOWN AFTER 10 MINUTES (DUPLICATING EXISTING PROGRAMMING)

!!! REINSTALL EXPANDED METAL CAGE IN #2 COMPARTMENT.

!!! ZICO STEPS ARE TO BE WIRED BATTERY SWITCHED (DUPLICATING EXISTING PROGRAMMING)

!!! REMOVE TRIM RING AROUND PASSTHROUGH ON MODULE SIDE, STRIP, PREP AND REPAINT. {150}

!!! RELOCATE THE INTERIOR CAMERA OVER THE REAR DOORS TO THE RIGHT SO THAT THE CLOCK CAN BE ACCESSED.

V0000110	0	1	**CHANGE ORDER**	$0.00	6873	$6,873.00

8/22/2016 !!! CHANGEORDERS FROM PREVIOUS CUSTOMER INSPECTION

!!! DRILL A 1" HOLE IN BETWEEN THE CABINETS UNDER THE COUNTER TO THEY CAN RUN A PLUG TO THE OUTLET. {25}

!!! INSTALL COT HOOK. CHECK CUSTOMER-SUPPLIED PARTS FOR HOOKS. IF NONE THERE JUST USE OUR OWN. {66}

!!! REPLACE THE RUSTED SEATBELT HARDWARE. {125}

!!! REPLACE THE RUSTED INTERIOR HINGES/HARDWARE. {335}

!!! CHANGE THE REPORT LIGHT TO TECNIQ LED. {142}

!!! SIDE DOOR TO ACTIVATE SCENE LIGHTS (DUPLICATING EXISTING PROGRAMMING)

!!! REINSTALL THE LP MOUNTS. USE MIDNIGHT PEARL SHIM. BRACKETS TO BE LOCATED AFT OF THE INHALATION PANEL SO THAT THEY CAN SWIVEL WITHOUT HITTING THE WALL OR THE PANEL. MATCH PREVIOUS 17256-57 LOCATION.

!!! INSTALL A GAS HOLDOPEN ON THE REAR BENCH SEAT CUSHION SO IT STAYS UP WHILE SERVICING THE DANHARD. {55}

!!! NOTE THAT ONLY THE CLEAR LIGHTS TO SHUT OFF IN SECONDARY (DUPLICATING EXISTING PROGRAMMING)

!!! INSTALL A FLAP IN FRONT OF THE DANHARD CONDENSER TO KEEP OUT ROAD DEBRIS LIKE WE DID ON 17263/64. {125}

!!! INSTALL HEAD CURTAIN AND TUBULAR HOPS AIRBAGS FOR THE ATTENDANT'S SEAT. TO INCLUDE ROLL SENSOR, ALL WIRING AND SRS PLACARDS. REWORK ELECTRICAL HAT SECTION IN COMPT #2 TO MAKE ROOM FOR THE ROLL SENSOR.{6000}

OptionNum	Std	Qty	Header/Description/Data/Comment	Cost	Extra Total	Extended
V0000120	0	1	**CHANGE ORDER**	$0.00	105	$105.00
	8/22/2016		!!! CHANGEORDERS FROM PRE-DISMOUNT INSPECTION !!! SHEAR CS FORWARD DOOR PANEL INTO TWO PIECES TO MATCH 17256-57. {105} !!! DRILL OUT ALL MODULE DOOR PANEL NUTSERTS AND INSTALL NEW. !!! CLARIFICATION: DOME LIGHTS ARE TECNIQ. !!! INSTALL A NEW TRIM RING FOR THE BELLOWS INSIDE THE CHASSIS. !!! REPLACE THE INTERIOR HEADLINER. !!! REPLACE INTERIOR DOOR HANDLE BEZELS.			
V0000130	0	1	**CHANGE ORDER**	$0.00	2500	$2,500.00
	8/22/2016		!!! CHANGEORDER FROM PRE-DISMOUNT INSPECTION !!! REPAIR BODY DAMAGE AROUND BOTH REAR WHEELWELLS. {2500} !!! REPLACE FAN IN REAR INHALATION AREA. !!! REPLACE THE REAR STEP CENTER SECTION. FABRICATE WITH NOTCH AND REINFORCEMENT TO MATCH ALL ESCAMBIA COUNTY UNITS.			
V0000140	0	1	**CHANGE ORDER**	$0.00	0	$0.00
	9/26/2016		!!! CLARIFICATION - DELETE THE 110V OUTLET ABOVE THE BENCH CUSHION. VEHICLE WAS NOT RECEIVED WITH THE OUTLET AND THERE IS NO NEW REQUIREMENT. SEE THE REVISED SIDEWALL DRAWING DATED 09-26-16.			
V0000150	0	1	**CHANGE ORDER**	$0.00	150	$150.00
	9/27/2016		!!! TN001000 CHANGE ORDER - INSTALL A NEW HIGH PRESSURE TRANSDUCER. HORTON PN 10009121. {150}			
V0000160	0	1	**CHANGE ORDER**	$0.00	0	$0.00
	9/28/2016		!!! CHANGE ORDER - INSTALL (3) NEW KEYLESS ENTRY TOUCH PADS TO REPLACE MISSING KEYPADS.			
V0000170	0	1	**CHANGE ORDER**	$0.00	229	$229.00
	9/29/2016		!!! CHANGE ORDER - INSTALL A NEW DYNAMIC DISCONNECT FOR THE SHORELINE INLET. {229}			
V0000180	0	1	**CHANGE ORDER**	$0.00	210	$210.00
	10/7/2016		!!! CAHNGE ORDER - INSTALL A NEW DANMAR CONTROLLER FOR THE KEYLESS ENTRY SYSTEM. {210}			

Total CHANGE ORDER Cost: $15,002.00

PRODUCTION CHANGE ORDERS

Production Number: **17259**

Report		Date
Order Date	121/856	4/15/2016
Preliminary		
Build Specification Agre		
Price Agree	134/856	9/13/2016
Final	125/125	5/25/2016
Production		
Invoice		
LAST EDIT	139/855	10/31/2016

Chassis Year:	2016
Chassis:	Navistar 102"
V.I.N.:	1HTMNMMLXGH377562
Chassis Source:	Horton
HEV Model:	CCO 102"
Type:	MED
Series:	CCO
Module Num:	
HEV S/N:	10-211617259

Department:	Escambia Co. EMS
Address:	6575 North 'W' St
Post Office:	
City:	PENSACOLA
State:	FL **Zip Code:** 32505
Contact:	Pat Kostic
Previous Production Num:	

Dealer:	HORTON (IN HOUSE)
Sales Person:	CAVALLO, JASON
Project Developer:	JIM BUCKLE

OptionNum	Std	Qty	Header/Description/Data/Comment	Cost	Extra Total	Extended
V			**CHANGE ORDERS**			
V0000010	0	1	**CHANGE ORDER**	$0.00	75	$75.00
4/15/2016			!!! INSTALL NEW INTERIOR PERKO VENT CEILING COVERS {75}			
V0000020	0	1	**CHANGE ORDER**	$0.00	110	$110.00
4/15/2016			!!! REFINISH THE PULL-OUT WRITING TRAY. INSTALL NEW LAMINATE AND A NEW PULL HANDLE. MAKE TO LOOK LIKE NEW. {110}			
V0000030	0	1	**CHANGE ORDER**	$0.00	0	$0.00
5/11/2016			!!! RJ070000 CHANGE ORDER - REUSE THE EXISTING RADIO CABLES. DELETE THE REQUIREMENT TO INSTALL NEW CUSTOMER SUPPLIED CABLES.			
V0000040	0	1	**CHANGE ORDER**	$0.00	0	$0.00
5/11/2016			!!! INSTALL THE STRYKER PERFORMANCE LOAD SYSTEM FOR CENTER LOCATION. (ALL FOUR VEHICLES)			
V0000050	0	1	**CHANGE ORDER**	$0.00	0	$0.00
5/11/2016			!!! LSP00001 & V0000040 CLARIFICATION - COT SYSTEM WILL BE POWER LOAD ILO PERFORMANCE LOAD.			
V0000060	0	1	**CHANGE ORDER**	$0.00	0	$0.00
5/18/2016			!!! QH29I200 CLARIFICATION - THE "QUICK-CLICK" FITTINGS REFERENCED IN THIS OPTION ARE HORTON STANDARD STYLE FITTINGS.			

OptionNum	Std	Qty	Header/Description/Data/Comment	Cost	Extra Total	Extended
V0000070	0	1	**CHANGE ORDER**	$0.00	0	$0.00
	5/31/2016		!!! BSP00003 CLARIFICATION - RAISE THE PULL-OUT TRAY IN THE STREETSIDE INTERMEDIATE COMPARTMENT AS NECESSARY TO CLEAR THE BATTERY BOX.			
V0000080	0	1	**CHANGE ORDER**	$0.00	28	$28.00
	5/31/2016		!!! RAISE THE SHELF IN THE STREETSIDE REAR COMPARTMENT 42" ABOVE THE COMPARTMENT FLOOR. INSTALL A ROK STRAP ON THE LEFT COMPARTMENT WALL LOCATED TO SECURE A STAIR CHAIR. {28}			
V0000090	0	1	**CHANGE ORDER**	$0.00	0	$0.00
	8/22/2016		!!! DISREGARD V0000020.			
V0000100	0	1	**CHANGE ORDER**	$0.00	0	$0.00
	8/22/2016		!!! CHANGEORDERS !!! CABINET WALL CLARIFICATION - THE UPPER REAR MAIN WALL SCAB TO BE 4" TO MATCH THE PREVIOUS 17263 BUILD. SEE THE REVISED SIDE WALL DRAWING DATED 05-12-16 !!! MAM15G00 CLARIFICATION - FRONT LIGHT BAR HAS ALL CLEAR LENSES !!! CONSOLE CLARIFICATION - REMOVE THE EXISTING SPOT LIGHT TRAY FROM THE REAR OF THE CONSOLE. FABRICATE/INSTALL A NEW TRAY PER DRAWING #112612. TRAY TO BE BLACK SCORPION COATED. SMALLER TRAY IS REQUIRED TO ALLOW THE CONSOLE TO MOVE REARWARD TO FIT AROUND THE SHIFTER NOTCH. !!! CLARIFICATION - INCLUDE AN ADDITIONAL SEAT BELT RETRACTOR FOR THE FORWARD RISER BELT DUE TO RECONFIGURATION OF THE BENCH.			
V0000110	0	1	**CHANGE ORDER**	$0.00	200	$200.00
	8/22/2016		!!! CHANGEORDERS !!! CLARIFICATION - RECEIVED THE STRYKER SUPPLIED COMPONENTS FOR THE POWER LOAD SYSTEM. COMPONENTS ARE IN THE CUSTOMER SUPPLIED STOCK AREA AT SOUTHWEST. !!! INSTALL (2) NEW SPEAKERS IN THE REAR CLOSE-OUT. {125} !!! INSTALL A NEW AIRCRAFT STYLE CLOCK. {75} !!! CUSTOMER NOTES POSSIBLE O2 LEAK. NOTIFY SPECWRITER OF ANY PARTS/LABOR REQUIREMENTS. !!! BATTERY SWITCH TO BE LEFT INSTALLED ON FLOOR. INSTALL A PLATE UNDERNEATH IT TO MATCH 17256-257.			

OptionNum	Std	Qty	Header/Description/Data/Comment	Cost	Extra Total	Extended
V0000120	0	1	**CHANGE ORDER**	$0.00	4457	$4,457.00

8/22/2016 !!! CHANGEORDERS FROM PREVIOUS CUSTOMER INSPECTION.

!!! INSTALL NEW NORCOLD REFRIGERATORS {1232}

!!! INSTALL NEW INVERTERS. 20-1000TUL WITH INTERFACE. WILL REQUIRE NEW STATUS PANELS. {2001}

!!! COUNTERTOPS TO BE MIDNIGHT PEARL ILO MERAPI.

!!! REPLACE ALL OF THE TOUCHPAD LOCKS. PROGRAM '35791' TO UNLOCK AND '555' TO LOCK. {1224}

!!! BATTERY BOX TO HAVE AN OPEN FRONT WITH A LID THAT COVERS THE TOP AND FRONT. THIS IS TO ALLOW FOR REMOVAL OF THE BATTERIES.

!!! REINSTALL THE FIRE EXTINGUISHERS. ONE GOES IN THE SS REAR, ABOVE SHELF, LEFT WALL. THE OTHER IN THE CS CRASH BARRIER ABOVE THE O2 BOTTLE STORAGE, LEFT WALL.

!!! REINSTALL RUBBER BUMPERS ON REAR RISER FOR REAR STEP.

V0000130	0	1	**CHANGE ORDER**	$0.00	175	$175.00

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!!! NOTE THAT DRIVECAM NEEDS TO BE WIRED HOT AT ALL TIMES.

!!! FIX MONITOR SO THAT IT CANNOT BE PULLED DOWN IN FRONT OF THE DRIVECAM. {25}

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!!! REINSTALL EXPANDED METAL CAGE IN #2 COMPARTMENT.

!!! ZICO STEPS ARE TO BE WIRED BATTERY SWITCHED (DUPLICATING EXISTING PROGRAMMING)

!!! REMOVE TRIM RING AROUND PASSTHROUGH ON MODULE SIDE, STRIP, PREP AND REPAINT. {150}

!!! RELOCATE THE INTERIOR CAMERA OVER THE REAR DOORS TO THE RIGHT SO THAT THE CLOCK CAN BE ACCESSED.

OptionNum	Std	Qty	Header/Description/Data/Comment	Cost	Extra Total	Extended
V0000140	0	1	**CHANGE ORDER**	$0.00	6873	$6,873.00

8/22/2016 !!! CHANGEORDERS FROM PREVIOUS CUSTOMER INSPECTION

!!! DRILL A 1" HOLE IN BETWEEN THE CABINETS UNDER THE COUNTER TO THEY CAN RUN A PLUG TO THE OUTLET. {25}

!!! INSTALL COT HOOK. CHECK CUSTOMER-SUPPLIED PARTS FOR HOOKS. IF NONE THERE JUST USE OUR OWN. {66}

!!! REPLACE THE RUSTED SEATBELT HARDWARE. {125}

!!! REPLACE THE RUSTED INTERIOR HINGES/HARDWARE. {335}

!!! CHANGE THE REPORT LIGHT TO TECNIQ LED. {142}

!!! SIDE DOOR TO ACTIVATE SCENE LIGHTS (DUPLICATING EXISTING PROGRAMMING)

!!! REINSTALL THE LP MOUNTS. USE MIDNIGHT PEARL SHIM. BRACKETS TO BE LOCATED AFT OF THE INHALATION PANEL SO THAT THEY CAN SWIVEL WITHOUT HITTING THE WALL OR THE PANEL. MATCH PREVIOUS 17256-57 LOCATION.

!!! INSTALL A GAS HOLDOPEN ON THE REAR BENCH SEAT CUSHION SO IT STAYS UP WHILE SERVICING THE DANHARD. {55}

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V0000150	0	1	**CHANGE ORDER**	$0.00	105	$105.00

8/22/2016 !!! CHANGEORDERS FROM PRE-DISMOUNT INSPECTION

!!! SHEAR CS FORWARD DOOR PANEL INTO TWO PIECES TO MATCH 17256-57. {105}

!!! DRILL OUT ALL MODULE DOOR PANEL NUTSERTS AND INSTALL NEW.

!!! CLARIFICATION: DOME LIGHTS ARE TECNIQ.

!!! INSTALL A NEW TRIM RING FOR THE BELLOWS INSIDE THE CHASSIS.

!!! REPLACE THE INTERIOR HEADLINER.

!!! REPLACE INTERIOR DOOR HANDLE BEZELS.

V0000160	0	1	**CHANGE ORDER**	$0.00	200	$200.00

10/3/2016 CHANGE ORDERS:

!!! INSTALL (2) NEW SPEAKERS IN THE REAR CLOSE-OUT. {125}
!!! INSTALL A NEW AIRCRAFT STYLE CLOCK. {75}

V0000170	0	1	**CHANGE ORDER**	$0.00	0	$0.00

10/4/2016 !!! CELING PANEL FIXTURE LAY-OUT TO MATCH AS RECEIVED, AND PER THE ORIGINAL VEHICLE BUILD.

OptionNum	Std	Qty	Header/Description/Data/Comment	Cost	Extra Total	Extended
V0000180	0	1	**CHANGE ORDER**	$0.00	0	$0.00
	10/4/2016		!!! IK17E000 CLARIFICATION - LEAVE THE EXISTING SHARPS WASTE AT THE HEAD OF BENCH. DELETE THE DRAWER REQUIREMENT.			
V0000190	0	1	**CHANGE ORDER**	$0.00	73	$73.00
	10/4/2016		!!! CHANGE ORDER - INSTALL A NEW DYNAMIC DISCONNECT FOR THE SHORELINE. {73}			
V0000200	0	1	**CHANGE ORDER**	$0.00	0	$0.00
	10/6/2016		!!! CLARIFICATION - SUPPLY/INSTALL A NEW MONITOR BRACKET TO REPLACE THE RECEIVED BRACKET THAT WAS DAMAGED DURING DISMOUNT. FERNO #M200.			

Total CHANGE ORDER Cost: $12,296.00

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11490 **County Administrator's Report 9. 2.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 01/05/2017
Issue: Derelict Vessel Removal Grant Agreement (No. 16175) with FL Fish and Wildlife Conservation Commission
From: Chips Kirschenfeld, Director
Organization: Natural Resources
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Derelict Vessel Removal Grant Agreement with Florida Fish and Wildlife Conservation Commission - J. Taylor “Chips” Kirschenfeld, Director, Department of Natural Resources Management

That the Board approve and authorize the Chairman to sign the State of Florida, Florida Fish and Wildlife Conservation Commission (FWC) Agreement No. 16175 relating to the Derelict Vessel Removal Grant for Fiscal Year 2016-2017, which provides $7,650 Grant funding from FWC combined with Escambia County’s $2,550 cash match for a total cost of $10,200 to remove and dispose of the two eligible derelict vessels, based on price quotes that were obtained as required in the Grant Application.

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

* Paragraph 30, SEVERABILITY, CHOICE OF LAW, AND CHOICE OF VENUE, (page 19 of 22), last sentence, "Any action in connection herewith, in law or equity, shall be brought in Leon County, Florida, to the exclusion of all other lawful venues."

* Paragraph 32, JURY TRIAL WAIVER, (page 19 of 22), "As part of the consideration of this Agreement, the Parties hereby waive trial by jury in any action or proceeding brought by any Party against any other Party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement, or with the products or services provided under this Agreement, including but not limited to any claim by the Grantee of *quantum meruit*."

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

BACKGROUND:

At the 9/22/2016 BCC meeting,the Board authorized the County Administrator to sign a Derelict Vessel Removal Grant Application to the Florida Fish and Wildlife Conservation Commission (FWC), with local matching of in-kind services and up to $50,000 from Vessel Registration Fees. As required for the Grant Application, Marine Resources Division obtained price quotes for the two eligible derelict (declared “derelict” by FWC Law Enforcement) vessels in the waters surrounding Escambia County. These price quotes were submitted to FWC with Escambia County’s Grant Application requesting $7,650 grant funding, with Escambia County providing $2,550 cash match, for a total cost of $10,200 to remove and dispose of the two eligible derelict vessels.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

The Grant Agreement was reviewed and approved, as to form and legal sufficiency, by Kristin Hual, Assistant County Attorney.

PERSONNEL:

No additional impact to personnel related to this recommendation.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Policy II.A.

IMPLEMENTATION/COORDINATION:

epartment of Natural Resources Management, Marine Resources Division, will continue coordination with FWC on all activities associated with the Grant Agreement.

Attachments

FWC 16175-DerelictVesselRemovalGrant

STATE OF FLORIDA
FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

AGREEMENT NO. 16175

CFDA Title(s): N/A	**CFDA No(s).:** N/A
Name of Federal Agency(s): N/A	
Federal Award No(s): N/A	**Federal Award Year(s):** N/A
Federal Award Name(s): N/A	
CSFA Title(s).: Derelict Vessel Removal Grant	**CSFA No(s).:** 77005
State Award No(s).: FWC-16175	**State Award Year(s):** 2016-2017
State Award Name(s): Escambia County's Derelict Vessel Removal Project	

This Agreement is entered into by and between the Florida Fish and Wildlife Conservation Commission, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter "**Commission,**" and the County of Escambia, Florida, FEID # 59-6000598, whose address is 3363 West Park Place, Pensacola, Florida 32505, hereinafter "**Grantee.**"

WHEREAS, the Commission and Grantee have partnered together to remove derelict vessels from the public waters of the state; and,

WHEREAS, Grantee has been awarded Bulk Derelict Vessel Removal Grant FWC-16175; and,

WHEREAS, such benefits are for the ultimate good of the State of Florida, its resources, wildlife, and public welfare.

NOW THEREFORE, the Commission and the Grantee, for the considerations hereafter set forth, agree as follows:

1. PROJECT DESCRIPTION.

The Grantee shall provide the services and perform the specific responsibilities and obligations, as set forth in the Scope of Work, attached hereto as Attachment A and made a part hereof (hereafter, Scope of Work). The Scope of Work specifically identifies project tasks and accompanying deliverables. These deliverables must be submitted and approved by the Commission prior to any payment. The Commission will not accept any deliverable that does not comply with the specified required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable. If this agreement is the result of Grantee responses to the Commission's request for competitive or other grant proposals, the Grantee's response is hereby incorporated by reference.

2. PERFORMANCE.

The Grantee shall perform the activities described in the Scope of Work in a proper and satisfactory manner. Unless otherwise provided for in the Scope of Work, any and all equipment, products or materials necessary or appropriate to perform under this Agreement shall be supplied by the Grantee. Grantee shall obtain all necessary local, state, and federal authorizations necessary to complete this project, and the Grantee shall be licensed as necessary to perform under this Agreement as may be required by law, rule, or regulation; the Grantee shall provide evidence of such compliance to the Commission upon request. The Grantee shall procure all supplies and pay all charges, fees, taxes and incidentals that may be required for the completion of this Agreement. By acceptance of this Agreement, the Grantee warrants that it has the capability in all respects to fully perform the requirements and the integrity and reliability that will assure good-faith performance as a responsible Grantee. Grantee shall immediately notify the Commission's Grant Manager in writing if its ability to perform under the Agreement is compromised in any manner during the term of the Agreement. The Commission shall take appropriate action, including potential termination of this Agreement pursuant to Paragraph nine (9) below, in the event the Grantee's ability to perform under this Agreement becomes compromised.

3. AGREEMENT PERIOD.

A. **Agreement Period and Commission's Limited Obligation to Pay.** This Agreement is made pursuant to a grant award and shall be effective upon execution by the last Party to sign, and shall remain in effect through 05/31/2017. However, as authorized by Rule 68-1.003, F.A.C., referenced grant programs may execute Agreements with a retroactive start date of no more than sixty (60) days, provided that approval is granted from the Executive Director or his/her designee and that it is in the best interest of the Commission and State to do so. Agreements executed under this grant award shall not precede a start date of 09/12/2016. For this agreement, the retroactive start date was not approved. The Commission's Grant Manager shall confirm the specific start date of the Agreement by written notice to the Grantee. The Grantee shall not be eligible for reimbursement or compensation for grant activities performed prior to the start date of this Agreement nor after the end date of the Agreement. For this agreement, preaward costs are not eligible for reimbursement. If necessary, by mutual agreement as evidenced in writing and lawfully executed by the Parties, an Amendment to this Agreement may be executed to lengthen the Agreement period.

4. COMPENSATION AND PAYMENTS.

A. **Compensation.** As consideration for the services rendered by the Grantee under the terms of this Agreement, the Commission shall pay the Grantee on a cost reimbursement basis in an amount not to exceed $7,650.00.

B. **Payments.** The Commission shall pay the Grantee for satisfactory performance of the tasks identified in Attachment A, Scope of Work, as evidenced by the completed deliverables, upon submission of invoices, accompanied by supporting documentation sufficient to justify invoiced expenses or fees, and after acceptance of services and deliverables in writing by the Commission's Grant Manager identified in Paragraph eleven (11), below. Unless otherwise specified in the Scope of Work, invoices shall be due monthly, commencing from the start date of this Agreement. Invoices must be legible and must clearly reflect the Deliverables that were provided in accordance with the terms of the Agreement for the invoice period. Unless otherwise specified in the Scope of Work, a final invoice shall be submitted to the Commission no later than forty-five (45) days following the expiration date of this Agreement to assure the availability of funds for payment. Further, pursuant to Section 215.971(1)(d), F.S., the Commission may only reimburse the Grantee for allowable costs resulting from obligations incurred during the agreement period specified in Paragraph three (3).

C. **Invoices.** Each invoice shall include the Commission Agreement Number and the Grantee's Federal Employer Identification (FEID) Number. Invoices, with supporting documentation, may be submitted electronically to the attention of the Commission's Grant Manager identified in Paragraph eleven (11) below. If submitting hard copies, an original and two (2) copies of the invoice, plus all supporting documentation, shall be submitted. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Grantee acknowledges that the Commission's Grant Manager shall reject invoices lacking documentation necessary to justify invoiced expenses.

D. **Match.** Pursuant to grant program guidelines, the Grantee is required to contribute non-federal match towards this Agreement. If applicable, details regarding specific match requirements are included in Attachment A, Scope of Work.

E. **Travel Expenses.** If authorized in Attachment A, Scope of Work, travel expenses shall be reimbursed in accordance with Section 112.061, F.S.

F. **State Obligation to Pay.** The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation and authorization to spend by the Legislature. The Parties hereto understand that this Agreement is not a commitment to future appropriations, but is subject to appropriation and authority to spend provided by the Legislature. The Commission shall be the final authority as to the availability of funds for this Agreement, and as to what constitutes an "annual appropriation" of funds to complete this Agreement. If such funds are not appropriated or available for the Agreement purpose, such event will not constitute a default on behalf of the Commission or the State. The Commission's Grant Manager shall notify the Grantee in writing at the earliest possible time if funds are not appropriated or available.

G. **Non-Competitive Procurement and Rate of Payment.** Section 216.3475, F.S., requires that under non-competitive procurements, a Grantee may not receive a rate of payment in excess of the competitive prevailing rate for those services unless expressly authorized in the General Appropriations Act. If applicable, Grantee warrants, by execution of this Agreement, that the amount of non-competitive compensation provided in this Agreement is in compliance with Section 216.3475, F.S.

H. **Time Limits for Payment of Invoices.** Payments shall be made in accordance with Sections 215.422 and 287.0585, F.S., which govern time limits for payment of invoices. Section 215.422, F.S. provides that agencies have five (5) working days to inspect and approve Deliverables, or the Scope of Work specifies otherwise. If payment is not available within forty (40) days, measured from the latter of the date the invoice is received or the Deliverables are received, inspected and approved, a separate interest penalty set by the Department of Financial Services pursuant to Section 55.03(1), F.S., will be due and payable in addition to the invoice amount. Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency.

I. **Electronic Funds Transfer.** Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer, within thirty (30) days of the date the last Party has signed this Agreement. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor instruction page at:

http://www.fldfs.com/aadir/direct_deposit_web/Vendors.htm

Questions should be directed to the State of Florida's EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.

J. **Vendor Ombudsman.** A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State agency, may be contacted at (850) 413-5516 or by calling the Chief Financial Officer's Hotline, (800) 342-2762.

5. CERTIFICATIONS AND ASSURANCES.

Upon execution of this Agreement by the Grantee, the Grantee shall complete, sign and return to the Commission's Grant Manager a completed copy of the form entitled "Certifications and Assurances," attached hereto and incorporated as Attachment B. This includes both State and Federal requirements, each applicable to the extent this Agreement includes either State-only funding, Federal-only funding, or both.

6. RETURN OR RECOUPMENT OF FUNDS.

A. **Overpayment to Grantee.** Pursuant to Section 215.971(1)(e)&(f), F.S., the Grantee shall return to the Commission any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Agreement that were disbursed to Grantee by the Commission. In the event that the Grantee or its independent auditor discovers that overpayment has been made, the Grantee shall repay said overpayment within forty (40) calendar days without prior notification from the Commission. In the event that the Commission first discovers an overpayment has been made, the Commission will notify the Grantee in writing. Should repayment not be made in a timely manner, the Commission shall be entitled to charge interest at the lawful rate of interest established pursuant to Section 55.03(1), F.S., on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. Refunds should be sent to the Commission's Grant Manager, and made payable to the "The Florida Fish and Wildlife Conservation Commission."

B. **Additional Costs or Monetary Loss Resulting from Grantee Non-Compliance.** If the Grantee's non-compliance with any provision of the Agreement results in additional cost or monetary loss to the Commission or the State of Florida, the Commission can recoup that cost or loss from monies owed to the Grantee under this Agreement or any other agreement between Grantee and the Commission. In the event that the discovery of this cost or loss arises when no monies are available under this Agreement or any other agreement between the Grantee and the Commission, the Grantee will repay such cost or loss in full to the Commission within thirty (30) days of the date of notice of the amount owed, unless the Commission agrees, in writing, to an alternative timeframe. If the Grantee is unable to repay any cost or loss to the Commission, the Commission shall notify the State of Florida, Department of Financial Services, for resolution pursuant to Section 17.0415, F.S.

7. COMMISSION EXEMPT FROM TAXES, PROPERTY EXEMPT FROM LIEN.

The Grantee recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Agreement. Grantee is placed on notice that this exemption generally does not apply to other parties of this agreement, recipients, subrecipients, contractors, or subcontractors. Any questions regarding this tax exemption should be addressed to the Commission's Grant Manager.

A. If the Grant involves the improvement of real property titled to the State of Florida, then the following paragraph applies:

The Grantee acknowledges that Property being improved is titled to the State of Florida, and is not subject to lien of any kind for any reason. The Grantee shall include notice of such exemptions in any subcontracts and purchase orders issued hereunder.

8. MONITORING.

The Commission's Grant Manager shall actively monitor the Grantee's performance and compliance with the terms of this Agreement. The Commission reserves the right for any Commission staff to make scheduled or unscheduled, announced or unannounced monitoring visits. Specific State and Federal monitoring terms and conditions are found in Attachment C, Audit Requirements. Additionally, monitoring terms, conditions, and schedules may be included in Attachment A, Scope of Work.

9. TERMINATION.

A. **Commission Unilateral Termination.** The Commission may unilaterally terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days of written notice of its intent to terminate. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

B. **Termination – Fraud or Willful Misconduct.** This Agreement shall terminate immediately in the event of fraud or willful misconduct. In the event of such termination, the Commission shall provide the Grantee with written notice of termination.

C. **Termination – Other.** The Commission may terminate this Agreement if the Grantee fails to: 1.) comply with all terms and conditions of this Agreement; 2.) produce each deliverable within the time specified by the Agreement or extension; 3.) maintain adequate progress, thus endangering the performance of the Agreement; or, 4.) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences for default. The rights and remedies of the Commission in this clause are in addition to any other rights and remedies provided by law or under the Agreement. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

D. **Termination - Funds Unavailability.** In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, the Commission may terminate this Agreement upon no less than twenty-four (24) hours' notice in writing to the Grantee. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery. The Commission shall be the final authority as to the availability of funds and will not reallocate funds appropriated for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, the Grantee will be compensated for any work satisfactorily completed prior to notification of termination.

E. **Grantee Discontinuation of Activities upon Termination Notice.** Upon receipt of notice of termination, the Grantee shall, unless the notice directs otherwise, immediately discontinue all activities authorized hereunder. Upon termination of this Agreement, the Grantee shall promptly render to the Commission all property belonging to the Commission. For the purposes of this section, property belonging to the Commission shall include, but shall not be limited to, all books and records kept on behalf of the Commission.

10. REMEDIES.

A. **Financial Consequences.** In accordance with Sections 215.971(1)(a)&(b), F.S., Attachment A, Scope of Work, contains clearly established tasks in quantifiable units of deliverables that must be received and accepted in writing by the agency before payment. Each deliverable specifies the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable. If the Grantee fails to produce each deliverable within the time frame specified by the Scope of Work, the budget amount allocated for that deliverable may be deducted from the Grantee's payment. In addition, pursuant to Section 215.971(1)(c), the Commission shall apply any additional financial consequences, identified in the Scope of Work.

B. **Cumulative Remedies.** The rights and remedies of the Commission in this paragraph are in addition to any other rights and remedies provided by law or under the Agreement.

11. NOTICES AND CORRESPONDENCE.

Any and all notices shall be delivered to the individuals identified below. In the event that either Party designates a different Grant Manager after the execution of this Agreement, the Party will provide written notice of the name, address, zip code, telephone and fax numbers, and email address of the newest Grant Manager, or an individual authorized to receive notice on behalf of that Party, to all other Parties as soon as possible, but not later than five (5) business days after the new Grant Manager has been named. A designation of a new Grant Manager shall not require a formal amendment to the Agreement.

FOR THE COMMISSION:	FOR THE GRANTEE:
Grant Manager	Grant Manager
Phil Horning	Mr. Robert Turpin
Derelict Vessel Removal Grants Administrator	Escambia County BOCC
Fish and Wildlife Concervation Commission	3363 West Park Place
620 S. Meridian Street Room 235I	Pensacola, Florida 32505
Tallahassee, Florida 32399	(850) 554-5869 Direct
(850) 617-9540 Direct	Click here to enter Telephone #.
(850) 488-9284 Fax	rkturpin@myescambia.com
Phil.Horning@MyFWC.com	Click here to enter Email.

12. AMENDMENT.

A. **Waiver or Modification.** No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and lawfully executed by the Parties.

B. **Change Orders.** The Commission may, at any time, by written order, make a change to this Agreement. Such changes are subject to the mutual agreement of both Parties as evidenced in writing. Any change which causes an increase or decrease in the Grantee's cost or time shall require an Amendment. Minor changes, such as those updating a Party's contact information, may be accomplished by a Modification.

C. **Renegotiation upon Change in Law or Regulation.** The Parties agree to renegotiate this Agreement if federal and/or state revisions of any applicable laws or regulations make changes in the Agreement necessary.

13. PROPERTY RIGHTS.

If this Agreement includes Federal funds, the provisions of Sections 200.310-200.316, OMB Uniform Guidance (2 CFR 200), and any language addressing Federal rights, apply.

A. Intellectual and Other Intangible Property

i. **Grantee's Preexisting Intellectual Property (Proprietary) Rights.** Unless specifically addressed in the Attachment A, Scope of Work, intellectual and other intangible property rights to the Grantee's preexisting property will remain with the Grantee. The Grantee shall indemnify and hold harmless the Commission, the Federal awarding agency, and its employees from any liability, including costs, expenses, and attorney's fees, for or on account of any copyrighted, patented, or un-patented invention, process or article manufactured or supplied by the Grantee.

ii. **Proceeds Related to Intellectual Property Rights.** Proceeds derived from the sale, licensing, marketing or other authorization related to any intellectual and other intangible property right created or otherwise developed by the Grantee under this Agreement for the Commission shall be handled in the manner specified by the applicable Florida State Statute and/or Federal program requirements.

iii. **Commission Intellectual Property Rights.** Where activities supported by this Agreement produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, the Commission and the State of Florida have the unlimited, royalty-free, nonexclusive, irrevocable right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Commission to do so. If this Agreement is supported by Federal funds, the Federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes, and to authorize others to do so.

B. Purchase or Improvement of Real Property

This agreement is not for the purchase or improvement of real property, therefore, the following terms and conditions do not apply.

i. **Federal Funds.** Any Federal funds provided for the purchase of or improvements to real property are subject to the Property Standards of Sections 200.310 - 200.316, and 200.329, OMB Uniform Guidance (2 CFR 200), as amended.

ii. **Title.** If this agreement is supported by state funds, the Grantee shall comply with Section 287.05805, F.S. This section requires the Grantee to grant a security interest in the property to the State of Florida, the type and details of which are provided for in Attachment A, Scope of Work. Title to state-owned real property remains vested in the state. Title to federally-owned real property remains vested in the Federal government in accordance with the provisions of Section 200.312, OMB Uniform Guidance (2 CFR 200), as amended.

iii. **Use.** Federally-owned real property will be used for the originally authorized purpose as long as need for that purpose in accordance with Section 200.311, OMB Uniform Guidance (2 CFR 200). State-owned real property will be used as provided in Attachment A, Scope of Work.

C. Non-Expendable Property.

i. **Non-Expendable Property Defined.** For the requirements of this section of the Agreement, "non-expendable property" is the same as "property" as defined in Section 273.02, F.S. (equipment, fixtures, and other tangible personal property of a non-consumable and non-expendable nature, with a value or cost of **$1,000.00** or more, and a normal expected life of one year or more; hardback-covered bound books that are circulated to students or the general public, with a value or cost of **$25.00** or more; and uncirculated hardback-covered bound books, with a value or cost **of $250.00** or more).

ii. **Title to Non-Expendable Property.** Title (ownership) to all non-expendable property acquired with funds from this Agreement shall be vested in the Commission and said property shall be transferred to the Commission upon completion or termination of the

Agreement unless otherwise authorized in writing by the Commission or unless otherwise specifically provided for in Attachment A, Scope of Work.

D. Equipment and Supplies.

i. **Title - Equipment.** Title to equipment acquired under a Federal award will vest upon acquisition in the non-Federal entity in accordance with Sections 200.313 and 200.314, OMB Uniform Guidance (2 CFR 200).

ii. **Title – Supplies.** Title to supplies will vest in the non-Federal entity upon acquisition. Unused supplies exceeding **$5,000.00** in total aggregate value upon termination or completion of the project or program are subject to Section 200.314, OMB Uniform Guidance.

iii. **Use – Equipment.** Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as needed.

14. RELATIONSHIP OF THE PARTIES.

A. Independent Grantee. The Grantee shall perform as an independent Grantee and not as an agent, representative, or employee of the Commission. The Grantee covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required. Each Party hereto covenants that there is no conflict of interest or any other prohibited relationship between the Grantee and the Commission.

B. Grantee Training and Qualifications. Grantee agrees that all Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification.

C. Commission Security. All employees, subcontractors, or agents performing work under the Agreement must comply with all security and administrative requirements of the Commission. The Commission may conduct, and the Grantee shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Grantee. The Commission may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the Commission's security or other requirements. Such refusal shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Commission may reject and bar from any facility for cause any of Grantee's employees, subcontractors, or agents.

D. Commission Rights to Assign or Transfer. The Grantee agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the Grantee.

E. Commission Rights to Undertake and Award Supplemental Agreements. Grantee agrees that the Commission may undertake or award supplemental agreements for work related to the Agreement. The Grantee and its subcontractors shall cooperate with such other Grantees and the Commission in all such cases.

15. SUBCONTRACTS.

A. **Authority.** Grantee is permitted to subcontract work under this Agreement, therefore, the following terms and conditions apply. Grantee shall ensure, and provide assurances to the Commission upon request, that any subcontractor selected for work under this Agreement has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Agreement. The Grantee must provide the Commission with the names of any subcontractor considered for work under this Agreement; the Commission reserves the right to reject any subcontractor. The Grantee agrees to be responsible for all work performed and all expenses incurred with the project. Any subcontract arrangements must be evidenced by a written document available to the Commission upon request. The Grantee further agrees that the Commission shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The Grantee, at its expense, will defend the Grantor against such claims. The following provisions apply, in addition to any terms and conditions included in Attachment A, Scope of Work.

B. **Grantee Payments to Subcontractor.** If subcontracting is permitted pursuant to Paragraph A, above, the Grantee agrees to make payments to the subcontractor within seven (7) working days after receipt of full or partial payments from the Commission in accordance with Section 287.0585, F.S., unless otherwise stated in the agreement between the Grantee and subcontractor. Grantee's failure to pay its subcontractors within seven (7) working days will result in a penalty charged against the Grantee and paid to the subcontractor in the amount of one-half of one percent (0.50%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

C. **Commission Right to Reject Subcontractor Employees.** The Commission shall retain the right to reject any of the Grantee's or subcontractor's employees whose qualifications or performance, in the Commission's judgment, are insufficient.

D. **Subcontractor as Independent Contractor.** If subcontracting is permitted pursuant to Paragraph A above, the Grantee agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.

16. MANDATORY DISCLOSURE.

These disclosures are required by State law, as indicated, and apply when this Agreement includes State funding; and by Federal law, as indicated, and apply when the Agreement includes a Federal award.

A. **Disclosure of Interested State Employees and Conflict of Interest.** This Agreement is subject to Chapter 112, F.S. Grantee shall provide the name of any officer, director, employee, or other agent who is also an employee of the State of Florida. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Grantee or its affiliates. If the Agreement includes a Federal award, then the Agreement is also subject to Section 200.112, OMB Uniform Guidance (2 CFR 200). Grantee must disclose, in writing, any potential conflict of interest to the Commission in accordance with applicable Federal awarding agency policy.

B. **Convicted Vendors.** Grantee shall have a continuing obligation to disclose, to the Commission, in writing, if it, its principals, recipient, subrecipient, contractor, or subcontractor, are on the convicted vendors list maintained by the Florida Department of Management Services pursuant to Section 287.133(3)(d), F.S.

i. **Convicted Vendor List.** Pursuant to Subsection 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not be awarded or perform work as a Grantee, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. The State of Florida, Department of Management Services, Division of State Purchasing provides listings for convicted, suspended, discriminatory and federal excluded parties, as well as the vendor complaint list at:

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

ii. **Notice of Conviction of Public Entity Crime.** Any person must notify the Department of Management Services and the Commission, in writing, within thirty (30) days after conviction of a public entity crime applicable to that person or an affiliate of that person as defined in Section 287.133, F.S.

C. **Vendors on Scrutinized Companies List.**

i. **Scrutinized Companies.** If this Agreement is in the amount of **$1 million dollars or more,** in executing this Agreement, the Grantee shall have an ongoing obligation to disclose to the Commission if it, its subrecipient, contractor, or subcontractor, is listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., or is engaged in business operations in Cuba or Syria. Section 287.135, F.S.

ii. **False Certification – Termination.** Pursuant to Subsection 287.135(3)(b), F.S., the Commission may immediately terminate this Agreement for cause if the Grantee is found to have submitted a false certification or if, during the term of the Agreement, the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engages in business operations in Cuba or Syria.

iii. **False Certification – Termination Notice.** If the Commission determines that the Grantee has submitted a false certification, the Commission will provide written notice to the Grantee. Unless the Grantee demonstrates in writing, within ninety (90) days of receipt of the notice, that the Commission's determination of false certification was made in error, the Commission shall bring a civil action against the Grantee. If the Commission's determination is upheld, a civil penalty equal to the greater of **$2,000,000.00** or twice the amount of this Agreement shall be imposed on the Grantee, and the Grantee will be ineligible to bid on any agreement with an agency or local governmental entity for three (3) years after the date of the Commission's determination of false certification by the Grantee.

iv. **Cessation of Federal Authority.** In the event that federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified in this paragraph, this provision shall be null and void to the extent no longer authorized.

D. **Discriminatory Vendors.** Grantee shall disclose to the Commission, in writing, if they, their subrecipient, contractor, or subcontractor, are on the Discriminatory Vendor List maintained by the Florida Department of Management Services pursuant to Section 287.134(3)(d), F.S. "An entity or

affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity." Section 287.134(2)(a), F.S.

E. **Prompt Disclosure of Litigation, Investigations, Arbitration, or Administrative Proceedings.** Throughout the term of the Agreement, the Grantee has a continuing duty to promptly disclose to the Commission's Agreement Manager, in writing, upon occurrence, all civil or criminal litigation, investigations, arbitration, or administrative proceedings (Proceedings) relating to or affecting the Grantee's ability to perform under this agreement. If the existence of such Proceeding causes the Commission concern that the Grantee's ability or willingness to perform the Agreement is jeopardized, the Grantee may be required to provide the Commission with reasonable assurances to demonstrate that: a.) the Grantee will be able to perform the Agreement in accordance with its terms and conditions; and, b.) Grantee and/or its employees, agents or subcontractor(s) have not and will not engage in conduct in performing services for the Commission which is similar in nature to the conduct alleged in such Proceeding.

F. **Certain Violations of Federal Criminal Law.** If this agreement includes a Federal award, then in accordance with Section 200.113, OMB Uniform Guidance (2 CFR 200), Grantee must disclose, in a timely manner, in writing to the Commission all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

17. INSURANCE.

A. **Reasonably Associated Insurance.** During the term of the Agreement, the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with the Agreement. Providing and maintaining adequate insurance coverage is a material obligation of the Grantee, and failure to maintain such coverage may void the Agreement. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida.

B. **Workers Compensation.** To the extent required by Chapter 440, F.S., the Grantee will either be self-insured for Worker's Compensation claims, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of its employees connected with the work of this project, with minimum employers' liability limits of **$100,000.00** per accident, **$100,000.00** per person, and **$500,000.00** policy aggregate. Such policy shall cover all employees engaged in any contract work. If any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law (Chapter 440, F.S.). In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Grantee, for the protection of its employees not otherwise protected. Employers who have employees who are engaged in work in Florida must use Florida rates, rules, and classifications for those employees.

C. **General Liability Insurance.** By execution of this Agreement, unless the Grantee is a state agency or subdivision as defined by Section 768.28(2), F.S., or unless otherwise provided for in the Scope of Work, the Grantee shall provide reasonable and adequate commercial general liability insurance coverage and

hold such liability insurance at all times during the Agreement. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

D. **Insurance Required for Performance.** During the Agreement term, the Grantee shall maintain any other types and forms of insurance required for the performance of this Agreement as required in Attachment A, Scope of Work.

E. **Written Verification of Insurance.** Upon execution of this Agreement, the Grantee shall provide the Commission written verification of the existence and amount for each type of applicable insurance coverage. Within thirty (30) days of the effective date of the Agreement, the Grantee shall furnish the Commission's Grant Manager proof of applicable insurance coverage by standard Association for Cooperative Operations Research and Development (ACORD) form certificates of insurance. In the event that any applicable coverage is cancelled by the insurer for any reason, the Grantee shall immediately notify the Commission's Grant Manager in writing of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within fifteen (15) business days after the cancellation of coverage.

F. **Commission Not Responsible for Insurance Deductible.** The Commission shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

18. SPONSORSHIP.

As required by Section 286.25, F.S., if the Grantee is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Fish and Wildlife Conservation Commission." If the sponsorship reference is in written material, the words "State of Florida, Fish and Wildlife Conservation Commission" shall appear in the same size letters or type as the name of the Grantee's organization. Additional sponsorship requirements may be specified in Attachment A, Scope of Work.

19. PUBLIC RECORDS.

A. This Agreement may be unilaterally canceled by the Commission for refusal by the Grantee to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the Grantee in conjunction with this Agreement, unless exemption for such records is allowable under Florida law.

B. If the Contractor meets the definition of "Contractor" in Section 119.0701(1)(a) F.S., the Contractor shall comply with the following:

i. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF THE CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 850-488-6553, RecordsCustodian@myfwc.com, and 620 South Meridian Street, Tallahassee FL 32399**

ii. Keep and maintain public records required by the Commission to perform the service.

iii. Upon request from the Commission's custodian of public records, provide the Commission with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law.

iv. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the Commission.

v. Upon completion of the contract transfer, at no cost, to the Commission all public records in possession of the Contractor or keep and maintain public records required by the Commission to perform the service. If the Contractor transfers all public records to the Commission upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Commission, upon request from the Commission's custodian of public records, in a format that is compatible with the information technology systems of the Commission.

vi. Requests for Records; NONCOMPLIANCE – A request to inspect or copy public records relating to Commission's contract for services must be made directly to the Commission. If the Commission does not possess the requested records, the Commission shall immediately notify the Contractor of the request, and the Contractor must provide the records to the Commission or allow the records to be inspected or copied within a reasonable time. If a Contractor does not comply with the Commission's request for records, the Commission shall enforce the contract provisions in accordance with the contract. A Contractor who fails to provide the public records to the Commission within a reasonable time may be subject to penalties under s. 119.10.

vii. Civil Action – If a civil action is filed against the Contractor to compel production of public records relating to the Commission's contract for services, the court shall assess and award against the Contractor and the reasonable costs of enforcement including reasonable attorney fees, if:

a. The court determines that the Contractor unlawfully refused to comply with the public records request within a reasonable time; and

b. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Contractor has not complied with the request, to the Commission and to the Contractor. A notice complies if it is sent to the Commission's custodian of public records and to the Contractor at the Contractor's address listed on its contract with the Commission's or the Contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format. A Contractor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

20. SECURITY AND CONFIDENTIALITY.

The Grantee shall maintain the security of any information created under this Agreement that is identified or defined as "confidential" in Attachment A, Scope of Work. The Grantee shall not divulge to third Parties any confidential information obtained by the Grantee or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Agreement work. To ensure confidentiality, the Grantee

shall take appropriate steps regarding its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Agreement.

21. COOPERATION WITH INSPECTOR GENERAL.

Pursuant to subsection 20.055(5), F.S., Contractor, and any subcontractor to the Contractor, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for three (3) years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/), whichever is longer. The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

22. RECORD KEEPING REQUIREMENTS.

A. **Grantee Responsibilities.** The Grantee shall maintain accurate books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement, in accordance with generally accepted accounting principles.

B. **State Access to Grantee Books, Documents, Papers, and Records.** The Grantee shall allow the Commission, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or authorized representatives of the state or federal government to have access to any of the Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

C. **Grantee Records Retention.** Unless otherwise specified in the Scope of Work, these records shall be maintained for five (5) years following the close of this Contract. Contractor shall cooperate with the Commission to facilitate the duplication and transfer of such records upon the Commission's request.

D. **Grantee Responsibility to Include Records Requirements – Subcontractors.** In the event any work is subcontracted under this Agreement, the Grantee shall include the aforementioned audit and record keeping requirements in all subsequent contracts.

E. **Compliance with Federal Funding Accountability and Transparency.** Any federal funds awarded under this Agreement must comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. The intent of the FFATA is to empower every American with the ability to hold the government accountable for each spending decision. The result is to reduce wasteful spending in the government. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website: www.USASpending.gov. Grant recipients awarded a new Federal grant greater than or equal to **$25,000.00** awarded on or after October 1, 2010 are subject to the FFATA. The Grantee agrees to provide the information necessary, over the life of this Agreement, for the Commission to comply with this requirement.

23. FEDERAL AND FLORIDA SINGLE AUDIT ACT REQUIREMENTS.

Pursuant to the FSAA (or Federal) Vendor / Recipient Determination Checklist, the Grantee has been determined to be a recipient of state financial assistance and/or a subrecipient of a federal award. Therefore, pursuant to Section 215.97, F.S. and/or OMB Uniform Guidance (2 CFR 200), the Grantee may be subject to the audit requirements of the Florida and/or Federal Single Audit Acts. If applicable, the Grantee shall comply with the audit requirements outlined in Attachment C, "Requirements of the Federal and Florida Single Audit Acts," attached hereto and made a part of the Agreement, as applicable.

24. FEDERAL COMPLIANCE.

As applicable, Contractor shall comply with all federal laws, rules, and regulations, including but not limited to:

i. **Clean Air Act and Water Pollution Control Act.** All applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q), and the Water Pollution Control Act (33 U.S.C. 1251-1387, as amended).

ii. **Lacey Act, 16 U.S.C 3371-3378.** This Act prohibits trade in wildlife, fish and plants have been illegally taken, possessed, transported or sold.

iii. **Magnuson-Stevens Fishery Conservation and Management Act, 16 U.S.C. 1801-1884.** This Act governs marine fisheries in Federal waters.

iv. **Migratory Bird Treaty Act, 16 U.S.C. 703-712.** The Act prohibits anyone, unless permitted, to pursue, hunt, take, capture, kill, attempt to take, capture or kill, possess, offer for sale, sell, offer to purchase, deliver for shipment, ship, cause to be shipped, deliver for transportation, transport, cause to be transported, carry or cause to be carried by any means whatsoever, receive for shipment, transport of carriage, or export, at any time, or in any manner, any migratory bird, or any part, nest, or egg of such bird.

v. **Endangered Species Act, 16 U.S.C. 1531, et seq.** The Act provides a program for the conservation of threatened and endangered plants and animals and the habitat in which they are found. The Act also prohibits any action that cause a "taking" of any listed species of endangered fish or wildlife. Also generally prohibited are the import, export, interstate, and foreign commerce of listed species.

25. FEDERAL FUNDS. No Federal Funds are applied to this Contract, therefore, the following terms and conditions do not apply.

A. **Prior Approval to Expend Federal Funds to Federal Agency or Employee.** It is understood and agreed that the Contractor is not authorized to expend any federal funds under this Contract to a federal agency or employee without the prior written approval of the awarding federal agency.

B. **Equal Employment Opportunity.** Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). Applicable, except as otherwise provide under 41 CFR Part 60, to any grant, contract, loan, insurance, or guarantee involving Federal assisted construction.

C. **Davis-Bacon Act.** The Davis-Bacon Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations at 29 CFR Part 5. Applicable to contractors and subcontractors performing on federally funded or assisted contracts in excess of **$2,000.00** for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Under this Act, contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than

the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area.

D. **Copeland "Anti-Kickback Act.** The Copeland "Anti-Kickback" Act, 40 U.S.C. 3141-3148, and 3146-3148, as supplemented by Department of Labor regulations (29 CFR Part 5). Applicable to contracts awarded by a non-Federal entity in excess of **$100,000.00** that involve employment of mechanics or labors. Under this Act, contractors and subrecipients are prohibited from inducing, by any mean, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

E. **Contract Work Hours and Safety Standards Act** Sections 103 and 107 of the Agreement Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR part 5). Applicable to construction contracts awarded by Contractors and subcontractors in excess of **$2,000.00**, and in excess of **$2,500.00** for other contracts which involve the employment of mechanics or laborers. Under this Act, contractors and subcontractors must compute wages of mechanics and laborers (workers) on the basis of a standard forty (40) hour work week; provide workers no less than time and a half for hours worked in excess of the forty (40) hour work week; and not require workers to work in surroundings or work conditions that are unsanitary, hazardous, or dangerous.

F. **Rights to Inventions Made Under a Contract or Agreement.** 37 CFR 401. If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under the "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

G. **Energy Efficiency.** Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).

H. **Debarment and Suspension Contractor Federal Certification.** In accordance with Federal Executive Order 12549, Debarment and Suspension, the Contractor shall agree and certify that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency; and, that the Contractor shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction.

I. **Prohibition against Lobbying.**

i. **Contractor Certification – Payments to Influence.** The Contractor certifies that no Federal appropriated funds have been paid or will be paid, on or after December 22, 1989, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding, renewal, amending or modifying of any Federal contract, grant, or cooperative agreement. If any non-federal funds are used for lobbying activities as described above in connection with this Contract, the Contractor shall submit Standard Form-LLL, "Disclosure Form to Report Lobbying", and shall file quarterly updates of any material changes. The Contractor

shall require the language of this certification to be included in all subcontracts, and all subcontractors shall certify and disclose accordingly.

ii. **Contractor – Refrain from Subcontracting with Certain Organizations.** Pursuant to the Lobbying Disclosure Act of 1995, the Contractor agrees to refrain from entering into any subcontracts under this Contract with any organization described in Section 501(c)(4) of the Internal Revenue Code of 1986, unless such organization warrants that it does not, and will not, engage in lobbying activities prohibited by the Act as a special condition of the subcontract.

J. **Compliance with Office of Management and Budget Circulars.** As applicable, Contractor shall comply with the following Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200).

26. AGREEMENT-RELATED PROCUREMENT.

A. **PRIDE.** In accordance with Section 946.515(6), F.S., if a product or service required for the performance of this Agreement is certified by or is available from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) and has been approved in accordance with Subsection 946.515(2), F.S., the following statement applies:

> It is expressly understood and agreed that any articles which are the subject of, or required to carry out, under this contract shall be purchased from [PRIDE] In the same manner and under the same procedures set forth in subsections 946.515(2) and (4), F.S.; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

The above clause is not applicable to subcontractors unless otherwise required by law. Additional information about PRIDE and the products it offers is available at http://www.pride-enterprises.org.

B. **Respect of Florida.** In accordance with Subsection 413.036(3), F.S., if a product or service required for the performance of this Agreement is on the procurement list established pursuant to Subsection 413.035(2), F.S., the following statement applies:

> It is expressly understood and agreed that any articles that are the subject of, or required to carry out, under this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, F.S., in the same manner and under the same procedures set forth in Subsections 413.036(1) and (2), F.S.; and for purposes of this agreement, the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned.

Additional information about the designated nonprofit agency and the products it offers is available at http://www.respectofflorida.org.

C. **Procurement of Recycled Products or Materials.** The Grantee agrees to procure any recycled products or materials which are the subject of or are required to carry out this Agreement in accordance with Section 403.7065, F.S.

27. PROFESSIONAL SERVICES.

A. **Architectural, Engineering, Landscape Architectural, or Survey and Mapping.** If this Agreement is for the acquisition of professional architectural, engineering, landscape architectural, or registered surveying and mapping services, and is therefore subject to Section 287.055, F.S., the following provision applies:

> The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this contract and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this contract.

B. **Termination for Breach.** For the breach or violation of this provision, the Commission shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

28. INDEMNIFICATION.

If the Grantee is a state agency or subdivision, as defined in Subsection 768.28(2), F.S., pursuant to Subsection 768.28(19), F.S., neither Party indemnifies nor insures the other Party for the other Party's negligence. If the Grantee is not a state agency or subdivision as defined above, the Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and the Commission, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Grantee, its agents, employees, partners, or subcontractors, provided, however, that the Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Commission.

29. NON-DISCRIMINATION.

A. **Non-Discrimination in Performance.** No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Agreement.

B. **Discriminatory Vendor List.** In accordance with Section 287.134, F.S., an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with

any public entity; and may not transact business with any public entity. The Grantee has a continuing duty to disclose to the Commission whether they appear on the discriminatory vendor list.

30. SEVERABILITY, CHOICE OF LAW, AND CHOICE OF VENUE.

This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action in connection herewith, in law or equity, shall be brought in Leon County, Florida, to the exclusion of all other lawful venues.

31. NO THIRD PARTY RIGHTS.

The Parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any person not a Party to this Agreement.

32. JURY TRIAL WAIVER.

As part of the consideration for this Agreement, the Parties hereby waive trial by jury in any action or proceeding brought by any Party against any other Party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement, or with the products or services provided under this Agreement, including but not limited to any claim by the Grantee of *quantum meruit*.

33. PROHIBITION OF UNAUTHORIZED ALIENS.

In accordance with federal Executive Order 96-236, the Commission shall consider the employment by the Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this Agreement if the Grantee knowingly employs unauthorized aliens.

34. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

A. **Requirement to Use E-Verify.** Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires Commission contracts in excess of nominal value to expressly require the Grantee to: 1.) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Grantee during the contract term; and, 2.) include in all subcontracts under this Agreement, the requirement that subcontractors performing work or providing services pursuant to this contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.

B. **E-Verify Online.** E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU); the responsibilities and elections of federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found online at http://www.dhs.gov/files/programs/gc_1185221678150.shtm

C. **Enrollment in E-Verify.** If the Grantee does not have an E-Verify MOU in effect, the Grantee must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Agreement.

D. **E-Verify Recordkeeping.** The Grantee further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Commission or other authorized state entity consistent with the terms of the Grantee's enrollment in the program. This includes maintaining a copy of proof of the Grantee's and subcontractors' enrollment in the E-Verify Program (which can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).

E. **Employment Eligibility Verification.** Compliance with the terms of the Employment Eligibility Verification provision is made an express condition of this Agreement and the Commission may treat a failure to comply as a material breach of the Agreement.

35. FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE.

Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay the Grantee believes is excusable under this paragraph, Grantee shall notify the Commission's Grant Manager in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if the Grantee could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. The Commission, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify the Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the Commission. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from the Commission for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, the Grantee shall perform at no increased cost, unless the Commission determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to the Commission or the State, in which case, the Commission may do any or all of the following: (1) accept allocated performance or deliveries from the Grantee, provided that the Grantee grants preferential treatment to the Commission with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by the Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate the Agreement in whole or in part.

36. TIME IS OF THE ESSENCE.

Time is of the essence regarding the performance obligations set forth in this Agreement. Any additional deadlines for performance for the Grantee's obligation to timely provide deliverables under this Agreement including but not limited to timely submittal of reports, are contained in Attachment A, Scope of Work.

37. ENTIRE AGREEMENT.

This Agreement with all incorporated attachments and exhibits represents the entire Agreement of the Parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, and duly signed by each of the Parties hereto, unless otherwise provided herein. In the event of conflict, the following order of precedence shall prevail; this Agreement and its attachments, the terms of the solicitation and the Grantee's response to the solicitation.

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed through their duly authorized signatories on the day and year last written below.

COUNTY OF ESCAMBIA, FLORIDA

SIGNATURE

Name: D. B. Underhill, Chairman

Title:

Date:

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

SIGNATURE

Name:

Title:

Date:

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

Deputy Clerk

Approved as to form and legality by FWC Attorney:

SIGNATURE

Attachments in this Agreement include the following:

Attachment	A	Scope of Work
Attachment	B	Certifications and Assurances
Attachment	C	Requirements of the Federal and Florida Single Audit Acts
Attachment	D	Copy of Sample Invoice Form
Attachment	E	Derelict Vessel Removal Best Management Practices
Attachment	F	Monthly Progress Report
Attachment	G	Certificate of Completion
Attachment	H	Cost Reimbursement Contract Payment Requirements

Approved as to form and legal sufficiency.

By/Title:

Date: 12/7/16

Attachment A – SCOPE OF WORK

Project Name:	Escambia County Derelict Vessel Removal	FWC Contract No.	FWC- 16175

1. Introduction

A. Purpose: The purpose of this project is to remove two derelict vessels from the public waters of the state within the jurisdiction of Escambia County, Florida.

B. Project Benefits: The removal of these derelict vessels will improve boating safety by removing a hazard to navigation. This project will also help to restore sensitive marine resources and improve water quality.

2. PROJECT DESCRIPTION

A. Deliverable (s):

1. The Grantee shall remove and dispose of the 2 derelict vessels identified in the Tasks below.

2. The Grantee shall provide to the Commission a Final Disposition Report. This report shall contain the list of all derelict vessels removed, the disposition of each derelict vessel, and photographs that document the condition of each vessel prior to removal, the removal process for each vessel, and the final disposition of each vessel.

B. Tasks: the Grantee shall provide all labor, equipment, and materials to remove each derelict vessel listed below from the public waters of Escambia County and properly dispose of the vessels in the designated disposal location:

1) FWNW-16-OFF-004126
   Description: 22' white, Registration #AL6274PN
   Location: 30° 18.477 (N) / 87° 29.884 (W)
   Disposal: Landfill

2) FWNW-16-OFF-011845
   Description: 31' white yacht, Registration #DO679728
   Location: 30° 32.886 (N) / 87° 11.433 (W)
   Disposal: Landfill

FINANCIAL CONSEQUENCES

The Commission may restrict payment of any or all costs for failure to complete the project as described herein within the timeframe allowed, or for failure to correct any project deficiencies, as noted in the final project inspection. The final project inspection will be done by a Commission officer verifying that the entire vessel for each task has been removed according to the project plan.

Failure of Grantee to have all receipts and evidence of project performance delivered to the Commission on or before May 31, 2017, before close of business may jeopardize payment of funds to the Grantee per the agreement.

3. PERFORMANCE

A. **Acceptance of Agreement:** The Grantee will accept the agreement and have it signed and returned to the Commission within 30 days of receipt. Failure to have the agreement returned within the specified time will render the agreement null and void. In some cases, the Commission will allow a modified return time with prior notice and approval from the Commission's Contract Manager.

B. **Commencement of Work:** The Grantee shall commence work on the overall project as soon as notified by the Commission of the agreement execution. Failure by the Grantee to execute the work within 60 days of agreement execution shall result in the agreement being null and void, unless prior approval for a delay is granted by the Commission's Contract Manager.

C. **Procurement:** The Grantee shall procure goods and services through a competitive solicitation process in accordance with Chapter 287, Florida Statutes. The Grantee has already included in the application the quote provided by the contractor chosen for the task and the Commission will not pay to the Grantee any more than 75 percent of the quoted price for each task or 75 percent of the actual cost if less than the quoted price. The Grantee will insure that the selected contractor has adequate insurance and is qualified to do the work. A copy of the state's Derelict Vessel Removal Best Management Practices, attached as Exhibit E, will provide guidance as to whether or not the selected contractor is qualified to do the work.

D. **Closeout:** Final receipts with required evidence of completion will be received by the Commissions Contract Manager no later than May 31, 2017.

4. COMPENSATION AND PAYMENT

A. **Compensation:** For satisfactory completion of the tasks described in this Scope of Work, by the Grantee under the terms of this Agreement, the Commission shall pay the Grantee on a cost reimbursement basis in an amount not to exceed $7,650.00. The Grantee shall be reimbursed only for budgeted expenses that are directly related to the removal and disposal of vessels within the project.

B. **Cost Share:** The Grantee agrees to provide 25% of the total cost of the project as indicated in the FWC Derelict Vessel Removal Grant Guidelines. The total compensation by the Commission shall be $7,650.00 or 75% of the total cost for the project whichever is less.

C. **Salvage Value:** The Grantee shall be entitled to the salvage value of any grant-designated derelict vessel or any part(s) or accessories thereof, not used in the construction of a permitted artificial reef site, excluding the hull. All such salvage activities not essential to the physical removal of a derelict vessel shall be accomplished after the vessel has been removed from public waters. The salvage value of each vessel shall be deducted by the Grantee when determining the reimbursement request for the removal and disposal costs for each derelict vessel. Vessel hulls must be destroyed and not salvaged in whole. All salvaged materials from such vessels must be removed from the vessels before being sold for salvage. By law, such salvage values must offset the cost of removal to be allowed.

D. **Forms and Documentation:** The Grantee shall be reimbursed on a cost reimbursement basis in accordance with the Cost Reimbursement Contract Payment Requirements, attached hereto and made a part hereof as Attachment H.

The request for reimbursement shall include an invoice in a format similar to Attachment D, Sample Invoice Form, which shall include the FWC Agreement Number, the Grantee's Federal Employer Identification (FEID) Number, and the dates of service. The invoice shall be accompanied by Attachment G: Certificate of Completion, photographs to document project completion, an itemized list of all project expenditures, and copies of invoices and cancelled checks or check numbers to document payment for all project expenditures.

5. MONITORING

A. **Compliance Monitoring and Corrective Actions:** The Commission will monitor the Grantee's service delivery to determine if the Grantee has achieved the required level of performance. If the Commission in its sole discretion determines that the Grantee failed to meet any of the terms or conditions of this Agreement, the Grantee will be sent a formal written notice. The Grantee shall correct all identified deficiencies within forty-five (45) days of notice. Failure to achieve 100% compliance with all of the terms and conditions of this Agreement or failure to correct the deficiencies identified in a notice identifying deficiencies within the time frame specified may result in delays in payment or termination of this Agreement in accordance with the terms of the Agreement.

B. **Site Inspections:** The Commission may inspect the Project site prior to and, if applicable, during the removal of project vessels. The Grantee shall notify the Commission's Contract Manager when the Project has reached substantial completion so that inspection may occur in a timeframe allowing for the timely submission and processing of the final invoice. The Commission's Contract Manager, or designee, shall inspect the work accomplished on the project and, if deemed complete and in compliance with the terms of the Agreement, approve the request for payment. All derelict vessel removal sites will be inspected by a Commission officer to verify the complete removal of the vessel as described in the Agreement.

C. **Project Progress Reports:** The Grantee shall submit to the Commission, on a monthly basis, project progress reports outlining the progress of the project, and identifying any problems that may have arisen and actions taken to correct such problems. Such reports shall be submitted on the Project Monthly Progress Report Form attached hereto and made a part hereof as Attachment F. Reports are due to the Commission's Contract Manager by the 15th of the month immediately following the reporting period until the Certificate of Completion is submitted.

D. **Best Management Practices:** The Grantee shall ensure that the contractor chosen to complete the tasks as indicated in this Scope of Work are both able and instructed to follow state Derelict Vessel Removal Best Management Practices (BMPs), (Attachment E). Failure to follow these BMPs may subject both the contractor and the Grantee to State or Federal fines and penalties if it is shown that these practices were not followed.

E. **Certificate of Completion:** Upon completion of the Project, the Contract Manager for the Grantee shall sign a Certificate of Completion form, Attachment G, attached hereto and made a part hereof, that certifies the project was completed in accordance with this Scope of Work and the Agreement.

6. **INTELLECTUAL PROPERTY RIGHTS**
No additional requirements. Refer to Section 13 of the Agreement.

7. **SUBCONTRACTS**
No additional requirements. Refer to Section 15 of the Agreement.

8. **INSURANCE**
No additional requirements. Refer to Section 17 of the Agreement.

9. **SECURITY AND CONFIDENTIALITY**
No additional requirements. Refer to Section 20 of the Agreement.

10. **RECORD KEEPING REQUIREMENTS**
No additional requirements. Refer to Section 22 of the Agreement.

11. **NON-EXPENDABLE PROPERTY**
No additional requirements. Refer to Section 13 of the Agreement.

12. **PURCHASE OR IMPROVEMENT OF REAL PROPERTY**
No additional requirements. Refer to Section 13 of the Agreement.

Attachment B
CERTIFICATIONS AND ASSURANCES

The Commission will not enter this Agreement unless Grantee completes, signs and returns to the Commission, the CERTIFICATIONS AND ASSURANCES contained in this Attachment. In performance of this Agreement, Grantee, through its duly authorized representative, certifies that it has read and provides the certifications and assurances below; and acknowledges it has an ongoing obligation to give written notice to the Commission, within a reasonable time, following any change in status regarding these certifications and assurances.

Part I: State Certifications and Assurances. If this Agreement is supported by State funding, then the following Certifications and Assurances apply.

A. **Interested State Employees, Chapter 112, F.S.** Grantee certifies to the best of its knowledge, that none of its officers, directors, employees or other agents is also an employee of the State of Florida who owns, directly or indirectly, an interest of five percent (5%) or more in the Grantee or its affiliates.

B. **Conflict of Interest, Section 200.112, OMB Uniform Guidance (2 CFR 200).** If this Agreement includes a Federal award, Grantee certifies that neither it, its principals, or agents, have a conflict of interest with either the Commission or the Federal awarding agency.

C. **Convicted Vendors, Section 287.133, F.S.** Grantee certifies that it, its principals, recipients, subrecipients, contractors, and subcontractors, are not on the Convicted Vendors List as maintained by the Department of Management Services, pursuant to Section 287.133(3)(d), F.S.

D. **Scrutinized Companies List, Sections 287.135 and 215.473, F.S.** If this Agreement is in the amount of **$1 million or more**, Grantee certifies that to the best of its knowledge, it, its principals, recipients, subrecipients, contractors, and subcontractors are not:

   a. On the Scrutinized Companies with Activities in Sudan List;

   b. On the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or

   c. Engaged with business operations in Cuba or Syria.

E. **Discriminatory Vendors, Section 287.134, F.S.** Grantee certifies that it, its principals, recipients, subrecipients, contractors and subcontractors are not on the Discriminatory Vendors List maintained by the Florida Department of Management Services pursuant to Section 287.134(3)(d), F.S.

F. **Litigation, Investigations, Arbitration, or Administrative Proceedings.** Grantee certifies that it, its principals and agents, are not engaged in any civil or criminal litigation investigations, arbitration, or administrative proceedings relating to or affecting the Grantee's ability to perform under this Agreement.

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Part II: Federal Certifications and Assurances.
If this Agreement is supported by Federal funding,
then the following Certifications and Assurances apply.

A. **Equal Employment Opportunity**. Grantee certifies that to the best of its knowledge, it, its principals, agents, recipients, subrecipients, contractors and subcontractors, are in compliance with the Equal Employment Opportunity requirements contained in Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).

B. **Davis-Bacon Act.** Grantee certifies that to the best of its knowledge, it, its principals, agents, recipients, subrecipients, contractors and subcontractors, are in compliance with the Davis-Bacon Act 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations at 29 CFR Part 5.

C. **Copeland "Anti-Kickback Act.** Grantee certifies that to the best of its knowledge, it, its principals, agents, recipients, subrecipients, contractors and subcontractors, are in compliance with the Copeland "Anti-Kickback" Act, 40 U.S.C. 3141-3148, and 3146-3148, as supplemented by Department of Labor regulations (29 CFR Part 5).

D. **Contract Work Hours and Safety Standards Act.** Grantee certifies that to the best of its knowledge, it, its principals, agents, recipients, subrecipients, contractors and subcontractors, are in compliance with the Contract Work House and Safety Standards Act, Sections 103 and 107 of the Agreement Work Hours and Safety Standards Act (40 U.S.C. 3702 and 3704) as supplemented by Department of Labor regulations (29 CFR part 5).

E. **Rights to Inventions Made Under a Contract or Agreement.** Grantee assures that it, its principals, agents, recipients, subrecipients, contractors and subcontractors, will comply with the requirements of the "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements", 37 CFR Part 401.

F. **Clean Air Act and Water Pollution Control Act.** Grantee assures that it, its principals, agents, recipients, subrecipients, contractors and subcontractors, will comply with the requirements of the Clean Air Act, 42 U.S.C. 7401-7671q, and the Water Pollution Control Act, 33 U.S.C. 1251-1387, as amended.

G. **Energy Efficiency.** Grantee assures that it, its principals, agents, recipients, subrecipients, contractors and subcontractors, will comply with the requirements of the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Pub. L. 94-163, 89 Stat. 871.

H. **Drug-Free Workplace.** Grantee assures that it, its principals, agents, recipients, subrecipients, contractors and subcontractors, will comply with the requirements of the Drug-Free Workplace Act of 1988, and its implementing regulations codified at 29 CFR Part 94.

   a. Pursuant to the Drug-Free Workplace Act of 1988, the undersigned attests and certifies that the Grantee (if not an individual) will provide a drug-free workplace by the following actions:

      1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

2. Establishing an ongoing drug-free awareness program to inform employees concerning:
   i. The dangers of drug abuse in the workplace.
   ii. The policy of maintaining a drug-free workplace.
   iii. Any available drug counseling, rehabilitation and employee assistance programs.
   iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy of the statement required by paragraph Part II, H.a.1 of this certification.

4. Notifying the employee in the statement required by paragraph Part II, H.a.1 of this certification that, as a condition of employment under the Agreement, the employee will:
   i. Abide by the terms of the statement.
   ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.

5. Notifying the Commission in writing ten (10) calendar days after receiving notice under subparagraph Part II, H.a.4.b from an employee or otherwise receiving actual notice of such conviction. Provide such notice of convicted employees, including position title, to every Grant Manager on whose Grant activity the convicted employee was working. The notice shall include the identification number(s) of each affected Contract or Grant.

6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph Part II, H.a.4.b. herein, with respect to any employee who is so convicted:
   i. 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.
   ii. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local, health, law enforcement, or other appropriate agency.

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.

b. If the Grantee is an individual, the Grantee certifies that:

   1. As a condition of the grant, Grantee will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and,

   2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, Grantee will report the conviction, in writing, within 10 calendar days of the conviction, to the Commission When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

I. Trafficking Victims Protection Act of 2000. Grantee assures that it, its principals, agents, recipients, subrecipients, contractors and subcontractors, will comply with the requirements of the Trafficking Victims Protection Act of 2000, as amended, 22 U.S. C. 7104(g), 2 CFR 175.15.

J. Debarment and Suspension. In accordance with Federal Executive Order 12549, Debarment and Suspension, the Grantee certifies that neither it, nor its principals, or agents, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and, that the Grantee shall not knowingly enter into any lower tier agreement, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction.

K. Prohibition against Lobbying. If Grantee is unable to certify to any of the statements in this certification, Grantee shall attach an explanation to this Agreement.

a. **Grantee Certification – Payments to Influence.** The Grantee certifies that no Federal appropriated funds have been paid or will be paid, on or after December 22, 1989, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding, renewal, amending or modifying of any Federal agreement, grant, or cooperative agreement. If any non-federal funds are used for lobbying activities as described above in connection with this Agreement, the Grantee shall submit Standard Form-LLL, "Disclosure Form to Report Lobbying", and shall file quarterly updates of any material changes. The Grantee shall require the language of this certification to be included in all subcontracts, and all subcontractors shall certify and disclose accordingly.

b. **Grantee – Refrain from Subcontracting with Certain Organizations.** Pursuant to the Lobbying Disclosure Act of 1995, the Grantee agrees to refrain from entering into any subcontracts under this Agreement with any organization described in Section 501(c)(4) of the Internal Revenue Code of 1986, unless such organization warrants that it does not, and will not, engage in lobbying activities prohibited by the Act as a special condition of the subcontract.

L. Lacey Act; Magnuson-Stevens Fishery Conservation and Management Act; Migratory Bird Treaty Act; and Endangered Species Act. Grantee certifies that to the best of its knowledge, it, its principals, agents, recipients, subrecipients, contractors and subcontractors, are in compliance with, and gives its assurance that said parties will continue to remain in compliance with the Lacey Act, 16 U.S.C, 3371-3378; Magnuson-Stevens Fishery Conservation and Management Act, 16 U.S.C. 1801-1884; Migratory Bird Treaty Act, 16 U.S.C. 703-712; and Endangered Species Act, 16 U.S.C. 1531, et seq.

By signing below, Grantee certifies the representations outlined above are true and correct.

_____
(Signature and Title of Authorized Representative)

D. B. Underhill, Chairman
Grantee Date

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

Deputy Clerk

221 Palafox Place
(Street)

Pensacola, Florida 32502
(City, State, ZIP Code)

Approved as to form and legal sufficiency.

By/Title: ACA
Date: 12/16/16

Attachment C
AUDIT REQUIREMENTS

The administration of resources awarded by the Florida Fish and Wildlife Conservation Commission (Commission) to the Grantee may be subject to audits and/or monitoring by the Commission as described in Part II of this attachment regarding State funded activities. If this Agreement includes a Federal award, then Grantee will also be subject to the Federal provisions cited in Part I. If this Agreement includes both State and Federal funds, then all provisions apply.

MONITORING

In addition to reviews of audits conducted in accordance with Sections 200.500-200.521, Uniform Guidance: Cost Principles, Audit, and Administrative Requirements for Federal Awards (2 CFR 200), as revised, hereinafter "OMB Uniform Guidance" and Section 215.97, F.S., as revised (see "AUDITS" below), the Commission may conduct or arrange for monitoring of activities of the Contractor. Such monitoring procedures may include, but not be limited to, on-site visits by the Commission staff or contracted consultants, limited scope audits as defined by Section 200.331, OMB Uniform Guidance and/or other procedures. By entering into this Contract, the Grantee agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Commission. The Grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Florida Department of Financial Services or the Florida Auditor General.

AUDITS

PART I: FEDERALLY FUNDED. If this Agreement includes a Federal award, then the following provisions apply:

A. This part is applicable if the Grantee is a State or local government or a non-profit organization as defined in Sections 200.90, 200.64, or 200.70, respectively, OMB Uniform Guidance.

B. In the event that the Grantee expends **$500,000.00 ($750,000.00** for fiscal years beginning on or after December 26, 2014) or more in Federal awards in its fiscal year, the Grantee must have a single or program-specific audit conducted in accordance with the provisions of the Federal Single Audit Act of 1996 and Sections 200.500-200.521, OMB Uniform Guidance. EXHIBIT 1 to this Attachment indicates Federal resources awarded through the Commission by this Agreement. In determining the Federal awards expended in its fiscal year, the Grantee shall consider all sources of Federal awards, including Federal resources received from the Commission. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by Sections 200.500-200.521, OMB Uniform Guidance. An audit of the Grantee conducted by the Auditor General in the OMB Uniform Guidance, will meet the requirements of this part.

C. In connection with the audit requirements addressed in Part I, paragraph A. herein, the Grantee shall fulfill the requirements relative to auditee responsibilities as provided in Section 200.508, OMB Uniform Guidance. This includes, but is not limited to, preparation of financial statements, a schedule of expenditure of Federal awards, a summary schedule of prior audit findings, and a corrective action plan.

D. If the Grantee expends less than **$500,000.00 ($750,000.00** for fiscal years beginning on or after December 26, 2014) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, is not required. In the event that the Grantee expends less than **$500,000.00 ($750,000.00** for fiscal years beginning on or after

December 26, 2014) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Grantee resources obtained from other than Federal entities).

E. Such audits shall cover the entire Grantee's organization for the organization's fiscal year. Compliance findings related to contracts with the Commission shall be based on the contract requirements, including any rules, regulations, or statutes referenced in the Contract. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the Commission shall be fully disclosed in the audit report with reference to the Commission contract involved. Additionally, the results from the Commission's annual financial monitoring reports must be included in the audit procedures and the Sections 200.500-200.521, OMB Uniform Guidance audit reports.

F. If not otherwise disclosed as required by Section 200.510, OMB Uniform Guidance, the schedule of expenditures of Federal awards shall identify expenditures by contract number for each contract with the Commission in effect during the audit period.

G. If the Grantee expends less than **$500,000.00** in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, is not required. In the event that the Grantee expends less than **$500,000.00** in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Grantee's resources obtained from other-than Federal entities).

H. A web site that provides links to several Federal Single Audit Act resources can be found at: http://harvester.census.gov/sac/sainfo.html

PART II: STATE FUNDED. If this Agreement includes State funding, then the following provisions apply:

This part is applicable if the Grantee is a non-state entity as defined by Section 215.97, F.S., (the Florida Single Audit Act).

A. In the event that the Grantee expends a total amount of state financial assistance equal to or in excess of **$500,000.00** in any fiscal year of such Grantee, the Grantee must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Executive Office of the Governor and the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Commission by this Contract. In determining the state financial assistance expended in its fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Commission, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

B. In connection with the audit requirements addressed in Part II, paragraph A herein, the Grantee shall ensure that the audit complies with the requirements of Section 215.97(7), F.S. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

C. If the Grantee expends less than **$500,000.00** in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. In the event that the Grantee expends less than **$500,000.00** in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (*i.e.*, the cost of such an audit must be paid from the Grantee's resources obtained from other-than State entities).

D. Additional information regarding the Florida Single Audit Act can be found at: https://apps.fldfs.com/fsaa/.

E. Grantee shall provide a copy of any audit conducted pursuant to the above requirements directly to the following address:

Chief Financial Officer
Florida Fish and Wildlife Conservation Commission
Bryant Building
620 S. Meridian St.
Tallahassee, FL 32399-1600

PART III: REPORT SUBMISSION

A. Copies of reporting packages, to include any management letter issued by the auditor, for audits conducted in accordance with Sections 200.500-200.521, OMB Uniform Guidance, and required by Part I of this Attachment shall be submitted by or on behalf of the Grantee directly to each of the following at the address indicated:

1. The Commission at the following address:

   Chief Financial Officer
   Florida Fish and Wildlife Conservation Commission
   Bryant Building
   620 S. Meridian St.
   Tallahassee, FL 32399-1600

2. The Federal Audit Clearinghouse designated in Section 200.512, OMB Uniform Guidance (the reporting package required by Section 200.512, OMB Uniform Guidance, should be submitted to the Federal Audit Clearinghouse):

   Federal Audit Clearinghouse
   Bureau of the Census
   1201 East 10th Street
   Jeffersonville, IN 47132

3. Other Federal agencies and pass-through entities in accordance with Section 200.512, OMB Uniform Guidance.

B. Copies of audit reports for audits conducted in accordance with Sections 200.500-200.521, OMB Uniform Guidance, and required by Part I of this Attachment (in correspondence accompanying the audit report, indicate the date that the Grantee received the audit report); copies of the reporting

package described in Section 200.512, OMB Uniform Guidance, and any management letters issued by the auditor; copies of reports required by Part II of this Attachment must be sent to the Commission at the addresses listed in paragraph C. below.

C. Copies of financial reporting packages required by Part II of this Attachment, including any management letters issued by the auditor, shall be submitted by or on behalf of the Grantee directly to each of the following:

1. The Commission at the following address:

   Chief Financial Officer
   Florida Fish and Wildlife Conservation Commission
   Bryant Building
   620 S. Meridian St.
   Tallahassee, FL 32399-1600

2) The Auditor General's Office at the following address:

   Auditor General's Office
   G74 Claude Pepper Building
   111 West Madison Street
   Tallahassee, FL 32399-1450

D. Any reports, management letter, or other information required to be submitted to the Commission pursuant to this Contract shall be submitted timely in accordance with OMB Sections 200.500-200.521, OMB Uniform Guidance, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Grantees and sub-Grantees, when submitting financial reporting packages to the Commission for audits done in accordance with Sections 200.500-200.521, OMB Uniform Guidance, or Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Grantee/sub-Grantee in correspondence accompanying the reporting package.

- End of Attachment C –

Exhibit 1
FEDERAL AND STATE FUNDING DETAIL

FEDERAL RESOURCES AWARDED TO THE GRANTEE PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Program(s) Funds		
CFDA #	**CFDA Title**	**Amount**
	Total Federal Awards	

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Federal Program(s) Compliance Requirements	
CFDA #	**Compliance Requirements**

STATE RESOURCES AWARDED TO THE GRANTEE PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Matching Funds Provided by CFDA		
CFDA #	**CFDA Title**	**Amount of Matching Funds**
	Total Matching Funds Associated with Federal Programs	N/A

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project(s)		
CSFA #	**CSFA Title**	**Amount**
77005	FWC Derelict Vessel Removal Grant Program	$7,650.00
	Total State Awards	$7,650.00

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

State Project(s) Compliance Requirements	
CSFA #	**Compliance Requirements**
77005	Must adhere to FWC Derelict Vessel Removal Grant Program Guidelines (June 2016)

NOTE: Section 200.513, OMB Uniform Guidance (2 CFR 200), as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Grantee.

- End of EXHIBIT 1 -

INVOICE

Billed to:

Fish and Wildlife Conservation Commission
FWC Derelict Vessel Removal Grant Program
620 South Meridian Street
Tallahassee, Florida 32399-1600

Remit payment to:

Grantee: Escambia County
FEID #: 59-6000598
Address: 3363 West Park Place
Pensacola, Florida 32505

Invoice No.

Invoice Date: _
FWC Contract #: FWC-16175
Amount of Grant Award: $7,650.00

Billing Period/Dates of Service:

From: _____

To : _____

PROJECT COSTS:

In-kind Services – Non-cash expenses:	**Amount**
In-kind service: Administration	$
In-kind service: Project Management	$
In-kind service: Other	$
Deliverables/Services Provided (Scope of Work) – Cash expenditures:	**Amount**
	$
	$
	$
	$
	$
	$
	$
	$

Total Project Cost: $

Grantee Share (_____%): – $

Amount for Reimbursement: $

I hereby certify that the above costs are true and valid costs incurred in accordance with the project Agreement, and that the matching funds, in-kind or cash, were utilized toward the project in this Agreement.

Signed: _____ Date: _____
Project Manager

Attachment E

Best Management Practices for DV removal

Derelict Vessel Removal Process

Derelict vessels are existing impacts to the environment as well as boating safety hazards, impediments to navigation, and esthetic nuisances. Typically these vessels are found grounded on the edges of active waterways where they may have physical impacts on benthic and shoreline communities. However, the impact of these vessels is not limited to their immediate location. If left unattended, the influences of winds and tides continue to push the boats causing greater impact as they become more deeply mired into the environment. Early extraction of these vessels will avoid and minimize the environmental impacts. In addition to these physical impacts resulting from the movement of these vessel through the environment; there is the long term effect caused by their continued degradation and decay in the marine environment. These vessels may be constructed of various materials, such as wood, steel, aluminum, or fiberglass; each having varying degrees of resilience and can remain in the marine environment for extended periods of time. With the progression of time; the environmental impacts increase with the shading from the hull and displacement of live bottom and emergent vegetative communities resulting from the expansion of the debris field as the vessels disintegrates. The impacts resulting from the removal of these vessels during any stage is less than the impacts caused by the long-term presence of the vessel in the marine environment. Therefore the early detection and removal of these abandoned and derelict vessels is the best means of minimizing the individual or cumulative impacts to the environment.

Derelict Vessel Removal (FDEP) Permit Exemption

An Exemption under Florida Administrative Code Chapter 62-330-051(5)(g) by Florida Department of Environmental Protection, has been established for the removal of derelict vessels. Based on the presumption that the extraction of these vessels from the marine environment will cause only minimal environmental impacts and in turn avoid the long-term impacts resulting from the degradation of the vessel at it current location. The environmental impacts are ameliorated by the application of the best management practices referenced below.

Florida Administrative Code Chapter 62-330-051(5)(g)

(g) The removal of derelict vessels, as defined in Section 823.11(1), F.S., by federal, state, and local agencies, provided:
1. The derelict vessel case has been completed as specified in Section 705.103, F.S., and has been entered into the Statewide Derelict Vessel Database maintained by the Florida Fish and Wildlife Conservation Commission;

2. All work is done in a manner that, to the greatest practicable extent, avoids additional dredging or filling, grounding or dragging of vessels, and damage to submerged resources such as seagrass beds, oyster beds, coral communities, mangroves, other wetlands, and live bottom; and
3. An absorbent blanket or boom shall be immediately deployed on the surface of the water around the derelict vessel if fuel, oil, or other free-floating pollutants are observed during the work.

General Derelict Vessel Removal and Environmental Protection Best Management Practices

The following best management practices (BMP's) will be employed by the marine contractor during the removal of derelict vessels. These BMP's will be incorporated into the contact for each vessel removal project. The marine contractor selected for the project will be required to show proof of their ability to meeting the BMP requirements with their contingency of equipment, staff and expertise in the removal of derelict vessels.

Compliance with these BMP's will be monitored by the County and by local Florida Fish and Wildlife Conservation Commission law enforcement officers. These BMP's are as follows:

a. All Work Is To Meet The Following Requirements:

    1. Operations are to be limited to daylight hours.
    2. Operations are to be staged from an upland area.
    3. All work is to be performed in a manner that avoids and/or minimizes impacts to live bottom and other resource areas (e.g., seagrass beds, oyster beds, wetlands, mangroves, and other sensitive habitats) while approaching, working in, and leaving the derelict vessel site.
    4. All work shall avoid impacts to manatees, sea turtles, and other species listed by the state and federal government as threatened or protected.
    5. The Contractor will remove all contaminants and pollutants including fuels, batteries, paints, solvents, and engine from the derelict vessel prior to extraction. Any contaminant or pollutant found to be contained within a derelict vessel shall be removed by the Contractor, placed in an approved container, and disposed of properly. The placement of an absorbent blanket on the surface of the water around the derelict vessel within the turbidity barrier is required where free floating product (gas/oil) is observed.
    6. The Contractor is to provide appropriate best management practices (BMPs) approved by the Florida Department of Environmental Protection for erosion control and turbidity protection while each derelict vessel is being removed. In areas of low to moderate currents, a Type II floating turbidity barrier will be

installed within a ten (10) foot radius of the vessel being removed prior to starting any removal activities. The turbidity barrier shall be anchored to the bottom of the waterway.

7. The Contractor is to provide appropriate BMPs for erosion control and turbidity prevention around the vessels/barges being used to remove the derelict vessel and around the perimeter of any upland staging site (where necessary).
8. The Contractor is to monitor turbidity levels throughout removal work.
9. In an effort to reduce turbidity, a crane, winch and/or approved alternate method is to be used to raise the derelict vessel from the water.
10. The Contractor will measure turbidity levels and allow them to return to a level that is not in excess of 20 NTU's over initial turbidity readings prior to removal of turbidity measures.
11. The dragging of vessels is to be avoided both on and off-shore. All vessels/barges used in vessel removal shall continually monitor water depths to avoid running aground.
12. The Contractor will load derelict vessels onto a barge and/or flat bed truck (or similar) for proper disposal.
13. The Contractor is to photo-document all removals as described in Item 6 below with pictures taken before, during and after removal. The Contractor will provide a daily written report of all removal activities.

b. For Derelict Vessels That Are Floating Or Lightly Aground:

1. The vessel is to be pumped out as needed and extracted (floated out) during high water.
2. Following extraction, the vessel is to be towed from the grounded location to a boat ramp or other removal point while avoiding and/or minimizing impacts to live bottom areas.

c. For Derelict Vessels That Are Hard Aground:

1. The vessel is to be approached using shallow draft vessels.
2. The vessel is to be extracted using a crane from a shallow draft deck barge, by hand using the best available tools, or similar approach to minimize impacts to the site and surrounding areas.

d. For Derelict Vessels Sunken In Shallow Water:

1. Install and inflate flotation bags as needed.
2. Lift the vessel with barge mounted crane or similar equipment.

FWC DERELICT VESSEL REMOVAL GRANT POGRAM
PROJECT PROGRESS REPORT

Mail to FWC at 620 South Meridian Street, Tallahassee, FL 32399-1600 or fax to (850) 488-9284.

FWC Contract # 16175 **Reporting Period (Month/Year):** _____
(Due 15 days after the end of each month)

Grantee: _____

Project Title: Escambia County's Derelict Vessel Removal Project

1. **Describe progress of project, including percent completed for each task in the Scope of Work:**

2. **Is project currently on schedule for completion by May 31, 2017?** **YES** ☐ **NO** ☐
   Anticipated Completion Date: _____
   (If project is not on schedule, please explain any problems encountered and/or possible delays)

3. **Reporting requirements: (Check all that have been submitted to date)**

   ☐ **Progress photographs**

_____ _____
Project Manager **Date**

_____ _____
Print Name **Phone**

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

FWC Derelict Vessel Removal Grant Program

CERTIFICATION OF COMPLETION STATEMENT

I, Robert Turpin,

Representing the County of Escambia, do hereby certify that the FWC Derelict Vessel Removal Grant Program project funded by FWC Contract No. FWC-16175 has been completed in compliance with all terms and conditions of said Agreement; that all amounts payable for materials, labor and other charges against the project have been paid; and that no liens have been attached against the project.

_____ _____

(Signature) (Date)

WARNING: "Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083." § 837.06, Florida Statutes.

CERTIFICATE BY COMMISSION

I certify: That, to the best of my knowledge and belief, the work on the above-named project has been satisfactorily completed under the terms of the Agreement.

Division: _____

By: _____ Date: _____

Name: _____

Title: _____

COST REIMBURSEMENT CONTRACT PAYMENT REQUIREMENTS

Pursuant to the February, 2011 *Reference Guide for State Expenditures* published by the Department of Financial Services, invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). In addition, supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of types of supporting documentation:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports. Additionally, the invoice or submitted documentation must evidence the completion of all tasks required to be performed for the deliverable and must show that the provider met the minimum performance standards established in the agreement.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11491 **County Administrator's Report 9. 3.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 01/05/2017
Issue: Issuance of Purchase Orders in Excess of $50,000 for the Department of Natural Resources Management for Fiscal Year 2016/2017
From: Chips Kirschenfeld, Division Manager
Organization: Natural Resources
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Issuance of Purchase Orders in Excess of $50,000, for the Department of Natural Resources Management for Fiscal Year 2016/2017 - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

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 Department of Natural Resources Management for Fiscal Year 2016/2017, as follows:

Vendor	Amount	Contract Number
Blue Arbor, Inc	$110,000	PD 14-15.041
Vendor Number: 023818		
Temporary Employment Services		
Funding: Multiple Funds/Cost Centers as Listed Below		

[Funding Source: Fund 001, General Fund, Cost Centers 220100, 220701, 221001; Fund 101, Restricted Fund, Cost Centers 220310, 220334, 221018; Fund 102, Economic Development Fund, Cost Center 360704; Fund 108, Tourist Development Fund, Cost Centers 220805; Fund 110, Other Grants and Projects, Cost Centers 221011, 221021, 221026; Fund 118, Gulf Coast Restoration Fund, Cost Centers 222003, 222030, 222040]

BACKGROUND:

The Department of Natural Resources Management has purchase orders that over the course of a fiscal year may exceed $50,000. The issuance of these purchase orders is essential to ensure the continuity of services provided through our department to the citizens of Escambia County.

BUDGETARY IMPACT:

[Funding Source: Fund 001, General Fund, Cost Centers 220100, 220701, 221001; Fund 101, Restricted Fund, Cost Centers 220310, 220334, 221018; Fund 102, Economic Development Fund, Cost Center 360704; Fund 108, Tourist Development Fund, Cost Center 220805; Fund 110, Other Grants and Projects, Cost Center 221011, 221021, 221026; Fund 118, Gulf Coast Restoration Fund, Cost Center 222003, 222030, 222040]

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:

Department of Natural Resources Management staff will coordinate with the Office of Purchasing on the issuance of these purchase orders.

Attachments

Blue Arbor BCC Approval

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA

1. Recommendation: That the Board award Contract PD 14-15.041, "Temporary Labor Services," to Blue Arbor, Inc., and approve the Agreement for Temporary Services PD 14-15.041 between Escambia County and Blue Arbor, Inc., for the estimated annual amount of $864,000, for a term of 12 months, with the option for two 12-month extensions, for a maximum term of 36 months, and authorizing Purchase Orders, in excess of $50,000, per the terms of the Agreement; the Agreement, PD 14-15.041, for Temporary Labor Services, is intended for use by all County Departments on an as-needed basis, and the funding and Department information is provided by Fund and Cost Center for estimated expenditures based on multiple Purchase Orders issued throughout the Fiscal Year (Funding: Fund 406, Building Inspection Fund, Building Inspections Cost Center 250111, Object Code 53401; Fund 352, Local Option Sales Tax [LOST] III, Community Services Cost Center 320101, Object Code 53401; Fund 001, General Fund, Community and Environment Cost Center 221001, Object Code 53401; Fund 001, General Fund, County Attorney Cost Center 110601, Object Code 53101; Fund 001, General Fund, Facilities Management Maintenance Cost Center 310203, Object Code 53401; Fund 001, General Fund, Facilities Management Custodial Cost Center 310202, Object Code 53401; Fund 001, General Fund, Information Resources Cost Center 270109, Object Code 53401; Fund 113, Library Fund, Library Cost Center 110501, Object Code 53401; Fund 352, LOST III, Parks and Recreation Cost Center 350229, Object Code 53401; Fund 408, Emergency Services Fund, Public Safety Cost Center 330603, Object Code 53401; Fund 352, LOST III, Engineering Cost Center 210107, Object Code 56301; Fund 175, Transportation Trust Fund, Traffic Cost Center 211201; Fund 116, Development Review Fund, Development Services Cost Center 211902, Object Code 53401; Fund 112, Engineering Cost Centers 330491-330496, Object Code 53401; Fund 001, General Fund, Community & Environment Cost Center 221001, Object Code 53401; Fund 110, Other Grants and Projects Fund, Community & Environment Cost Center 221011, Object Code 53401; Fund 108, Tourist Promotion, Community & Environment Cost Center 220805, Object Code 53401; Fund 102, Economic Development, Non-Departmental Cost Center 360704, Object Code 53401; and Fund 101, Escambia County Restricted, Community & Environment Cost Center 221018, Object Code 53401).

Approved 5-0

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11482 **County Administrator's Report 9. 4.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 01/05/2017
Issue: Recommendation Concerning a Change Order to Merritt Veterinary Supplies, Inc. #170700
From: Tim Tolbert, Building Official/Department Director
Organization: Building Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Change Order #1 to Merritt Veterinary Supplies, Inc., #170700 - Tim Tolbert, Building Official/Building Services Director

That the Board approve and authorize the County Administrator to execute the following Change Order #1, to Merritt Veterinary Supplies, Inc., Vendor ID #133193, for the continued purchase of necessary Veterinary supplies and equipment.

Department	Building Services
Division	Animal Services
Type	Addition
Amount	$51,000
Vendor	Merritt Veterinary Supplies, Inc., #133193
Purchase Order (PO) #	170700
Change Order (CO) #	1
Cost Center for CO	250202
Original PO Amount	$49,000
Cumulative Amount of Change Orders	$51,000
New PO Total	$100,000

BACKGROUND:

In June of 2016, Merritt Veterinary Supplies Inc., Vendor #133193 was awarded a bid to provide veterinary supplies to Escambia County Animal Services. In October of 2016, Purchase Order #170700 was issued to Merritt Veterinary Supplies Inc., to purchase veterinary supplies and equipment. This recommended Change Order will increase the funds to an amount needed to purchase veterinary supplies throughout the fiscal year.

BUDGETARY IMPACT:

Funding is available in the Fund 001, General Fund, Cost Center 250202.

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, Chapter 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

Merritt Change Order #1

Merritt PO#170700

CHANGE ORDER REQUEST
PURCHASE ORDER / RELEASE ORDER / CONTRACT

Vendor Code:	133193	Vendor Name:	Merritt Veterinary Supplies Inc		
Project Number:		P.O. Number:	170700	C.O. Number	1
Department:	BID/ Animal Services	P.D. Number:		Date:	12/08/16

Notes for Modifying the Scope of Award:

This change order provides for:

An increase in funds to **Cost Center 250202 Object Code 55201** in the amount of $51,000.00

To Modify Existing Purchase Order:

		Quantity			
Adding Dollars to Line Item No:	1	Adjustment:		Amount:	$51,000.00
Deleting Dollars from Line Item No:		Adjustment:		Amount:	
Adding Dollars to Line Item No:		Adjustment:		Amount:	
Deleting Dollars from Line Item No:		Adjustment:		Amount:	

Modify Notes:

Date of BCC action: (**ATTACH RESUMÉ**)	
Previous Purchase Order Total Dollars:	$49,000.00
Net Dollars added or subtracted:	$51,000.00
New Purchase Order Total Dollars:	$100,000.00
Previous Contract Total Dollars:	
Net Dollars added or subtracted:	
New Contract Total Dollars:	

Modifying Cost Centers, Object Code / Accounts and Project Numbers:

Cost Center:	Object Code:	Project Number:	+ / - Change	Dollar Amount
250202	55201		51000	$100,000.00

☐ 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: Dawn Harris **Date:** 12/08/16

Contract Administrator's Certification & Approval: _____ **Date:** 12/8/16

Office of Purchasing Review Agent: _____ **Date:** _____

Bureau Chief: _____ **Date:** _____

County Administrator's Approval: _____ **Date:** _____

F0020 (Revised 1/31/2008)

PURCHASE ORDER NO. 170700

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
133193 FAX: 803-695-6909
MERRITT VETERINARY SUPPLIES INC
1520 PINEVIEW DR
COLUMBIA SC 29209

SHIP TO
ANIMAL SERVICES
200 W. FAIRFIELD DRIVE
PENSACOLA, FL 32501
ATTN: DAWN HARRIS 595-0090

ORDER DATE: 10/26/16	BUYER: LORI KISTLER	REQ. NO.: 17000514	REQ. DATE: 10/12/16
TERMS: NET 30 DAYS	F.O.B.: PP&ADD	DESC.:	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	BLANKET PO FOR FY 2016-2017 FOR ANIMAL MEDICAL/SURGICAL SUPPLIES. PD 15-16.045 BCC APPROVED 6-2-2016	49000.0000	49,000.00

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	250202	55201	49,000.00	

PAGE TOTAL $ 49,000.00
TOTAL $ 49,000.00

APPROVED BY Claudia Simmons

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

AGREEMENT FOR VETERINARY SUPPLIES (PD 15-16.045)

THIS AGREEMENT is made this 2nd day of June, 2016, by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Merritt Veterinary Supplies, Inc. (hereinafter referred to as "Contractor"), a Florida for profit corporation authorized to conduct business in the State of Florida, whose federal identification number is 57-03051450, and whose principal address is 1520 Pineview Road, Columbia, South Carolina 29209.

WITNESSETH:

WHEREAS, on April 11, 2016, the County issued an Invitation to Bidders (PD 15-16.045) seeking a contractor to provide certain Animal Shelter and Veterinary Clinic supplies; and

WHEREAS, the Contractor was the most responsive and responsible bidder proposing to provide such supplies; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of such supplies as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. This Agreement shall commence as of the date last executed and continue for a term of thirty-six (36) months. Upon mutual agreement of the parties, the Agreement may be renewed for two additional twelve (12) month terms, up to a maximum of sixty (60) months. Pricing and all other terms and conditions of the agreement shall apply during any renewal term unless the agreement is amended in writing.

After all options to renew have been exercised and it is determined that interim performance is necessary to allow for the solicitation and award of a new agreement, the parties may agree to extend the agreement on a month-to-month basis up to a maximum of six (6) additional months. Pricing and all other terms and conditions of the agreement shall apply during the interim period. The total duration of this agreement shall not exceed the duration of five (5) years and six (6) months.

3. Scope. Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's Invitation to Bidders for Animal Shelter and Veterinary Clinic Supplies, Specification No. P.D. 15-16.045, attached hereto as **Exhibit**

"A". In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Compensation. County shall pay Contractor for supplies in accordance with the Bid Form, attached hereto as **Exhibit "B"**.

5. Purchase Orders. The County shall issue written purchase orders to the Contractor on an as-needed basis. The supplies shall be described in detail and the time frame in which delivery needs to be accomplished will be stated in the purchase order. No minimum quantity is guaranteed during the term of this agreement, and only that which is ordered pursuant to a purchase order may be compensated.

6. Method of Payment/Billing. Contractor may request payment from County by the submission of properly executed original invoices. Invoices shall reflect the amount due and owing for the value of items received and accepted with appropriate supporting documentation. Invoices shall be submitted in duplicate to the following:

Clerk of the Circuit Court
Attn: Accounts Payable
221 Palafox Place
Pensacola, Florida 32502

The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice. Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

7. Termination. This Agreement may be immediately terminated for cause by County or terminated for convenience upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for supplies provided through the date of termination.

8. Indemnification. Contractor shall indemnify, defend, and hold harmless Escambia County, and its officers, directors, employees, and affiliates, from and against any and all liability, loss, cost, or expense including, without limitation, reasonable attorney's fees, arising out of or in connection with the negligence, recklessness, or wrongful misconduct of Contractor in the performance of its duties and obligations pursuant to this Agreement. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as

well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

9. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.

(b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Florida statutory Workers' Compensation.

(d) It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(e) Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597.

(f) The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

10. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

11. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Merritt Veterinary Supplies, Inc.	To: Escambia County
Attention: Robert M. Mims	Attention: County Administrator
1520 Pineview Drive	221 Palafox Place, Suite 420
Columbia, South Carolina 29209	Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

12 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

13. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

14. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

15. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Florida Statutes.

16. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

17. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

18. 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.

19. Authority. 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 any 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.

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: 7-5-2016

BCC Approved: 06-02-2016

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: Kimberly McCord
Deputy Clerk

(SEAL)

CONTRACTOR:
MERRITT VETERINARY SUPPLIES, INC.

Robert M Mims Jr
By: ~~Lloyd Merritt~~ Robert M. Mims, Jr. President

Date: 06-15-16

ATTEST:

By: _____
Corporate Secretary
(SEAL)

Witness: Brenda Bailey
Brenda Bailey

Katherine Williamson
Katherine Williamson

Approved as to form and legal sufficiency.

By/Title: _____
Date: 5/16/16

ESCAMBIA COUNTY FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
SHELTER AND VET CLINIC SUPPLIES AGREEMENT
SPECIFICATION PD 15-16.045

- HOW TO SUBMIT YOUR BID

PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE BIDS ARE NOT ACCEPTABLE.** ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE BIDS WILL BE RETURNED UNOPENED.

* *Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH BID:

- BID FORMS (WITH ORIGINAL SIGNATURE)

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH BID

- LETTER FROM INSURANCE CARRIER AS SPECIFIED IN THE "INSURANCE REQUIREMENTS"
- SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA OCCUPATIONAL LICENSE
- FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION – LICENSE(S), CERTIFICATION(S) AND/OR REGISTRATION(S)
- WRITTEN OPINION OF AN ATTORNEY FROM A FOREIGN STATE AS TO BID PREFERENCES

BEFORE YOU SUBMIT YOUR BID, HAVE YOU:

- PLACED YOUR BID WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, PROJECT NAME, NAME OF BIDDER, AND DUE DATE AND TIME OF BID RECEIPT?

THE FOLLOWING SUBMITTALS ARE REQUIRED UPON NOTICE OF AWARD:

- CERTIFICATE OF INSURANCE

HOW TO SUBMIT A NO BID

- IF YOU DO NOT WISH TO BID AT THIS TIME, PLEASE REMOVE THE BIDDER SOLICITATION, OFFER AND AWARD FORM FROM THE BID SOLICITATION PACKAGE AND ENTER NO BID IN THE "REASON FOR NO BID" BLOCK, YOUR COMPANY'S NAME, ADDRESS, SIGNATURE, AND RETURN THE BIDDER SOLICITATION, OFFER AND AWARD FORM IN A SEALED ENVELOPE. THIS WILL ENSURE YOUR COMPANY'S ACTIVE STATUS IN OUR BIDDER'S LIST.

THIS FORM IS FOR YOUR CONVENIENCE TO ASSIST IN FILLING OUT YOUR BID ONLY.
DO NOT RETURN WITH YOUR BID

EXHIBIT
A

ESCAMBIA COUNTY
FLORIDA

INVITATION TO BIDDERS

SHELTER AND VET CLINIC SUPPLIES AGREEMENT

SPECIFICATION NUMBER PD 15-16.045

BIDS WILL BE RECEIVED UNTIL: 10:30 A.M., CDT, WEDNESDAY, MAY 4, 2016

Bid Opening will be held at the Office of Purchasing, 213 Palafox Place, Matt Langley Bell III Building, Pensacola, FL 32502 in Conference Room #11.407 on Wednesday, May 4, 2016 at 10:30 a.m., CST

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 C. Robinson, IV, Chairman
Wilson B. Robertson, Vice Chairman
Douglas Underhill
Lumon J. May
Steven Barry

Procurement Assistance:
Lester L. Boyd
Purchasing Specialist
Office of Purchasing, 2nd Flr.
Matt Langley Bell III, Building
213 Palafox Place
Pensacola, FL 32502
Tel: (850) 595-4944
Fax: (850) 595-4805

Technical Assistance:
John Robinson
Division Manager
200 W. Fairfield Drive
Pensacola, Florida 32501
Tel: (850) 595-0090
Fax: (850) 595-3081

SPECIAL ACCOMMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening.

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to vendors of the local vendor preference policy:

(revised 1/21/2016)

Sec. 46-110.-Local Preference in Bidding

(d) *Preference in purchase of commodities and services by means of competitive bid.* Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

Competitive bid (local price match option). **Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.**

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.00, and the bid submitted by one or more qualified and responsive local businesses is within five percent of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated Community Redevelopment Area (CRA) is within seven percent of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.00, and the bid submitted by one or more qualified and responsive local businesses is within three percent of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated CRA is within five percent of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses is within two percent of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated CRA is within four percent of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer

(i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the office of purchasing within five business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the board of county commissioners.

(e) *Notice.* All bid solicitation documents shall include notice to vendors of the local preference policy.

(f) *Waiver of the application of local preference.* The application of local preference to a particular purchase or contract for which the board of county commissioners is the awarding authority may be waived upon approval of the board of county commissioners.

(g) *Limitations.*

(1) The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the Escambia County Purchasing Code.

(2) The provisions of this section shall not apply where prohibited by federal or Florida law or where prohibited under the conditions of any grant.

(3) The provisions of this section shall not apply to any purchase exempted from the provisions of the Escambia County Purchasing Code.

(4) The provisions of this section shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), F.S. § 287.055.

Effective July 1, 2015, the County may not use a local preference "for a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state appropriated funds which have been appropriated at the time of the competitive solicitation. For any such solicitation, the County must disclose in the bid package that "any applicable local ordinance or regulation does not include any local preference..." See §255.0991, Florida Statutes.

SHELTER AND VET CLINIC SUPPLIES AGREEMENT

PD 15-16.045

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Forms marked with an (* Asterisk) must be returned with Offer.
Forms marked with a (Double Asterisk) should be returned with Offer.**

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SIGN AND RETURN THIS FORM WITH YOUR BIDS**
SOLICITATION, OFFER AND AWARD FORM

BID FORM
SUBMIT OFFERS TO:
Lester L. Boyd, Purchasing Specialist
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone No: (850) 595-4944 Fax No: (850) 595-4805

ESCAMBIA COUNTY FLORIDA

Invitation to Bid

Shelter and Vet Clinic Supplies Agreement
PD 15-16.045

SOLICITATION

MAILING DATE: Monday, April 11, 2016
OFFERS WILL BE RECEIVED UNTIL: 10:30 A.M., CDT, Wednesday, May 04, 2016 and may not be withdrawn within 90 days after such date and time.

Bid opening will be held at the Office of Purchasing, 213 Palafox Place, Matt Langley Bell III Building, Pensacola, FL 32502 in Conference Room #11.407 on Wednesday, May 04, 2016 at 10:30 A.M., CDT.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER
(SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER: _____

TERMS OF PAYMENT: _____

DELIVERY DATE WILL BE_____DAYS AFTER RECIEPT OF PURCHASE ORDER.

VENDOR NAME: _____
ADDRESS: _____
CITY, ST. & ZIP: _____
PHONE NO.: (____)_____
TOLL FREE NO.: (____)_____
FAX NO.: (____)_____

REASON FOR NO OFFER: _____

BID BOND ATTACHED $ 1,000.00

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror.

_____
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER
(TYPED OR PRINTED)

** _____
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

Failure to execute this Form binding the bidder offer shall result in this bid being rejected as non-responsive.

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for PD 15-16.045, Shelter and Vet Clinic Supplies Agreement, as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

BID FORM
Specification Number: PD 15-16.045
Shelter and Vet Clinic Supplies Agreement

Board of County
Escambia County, Florida
Pensacola, Florida 32502

Commissioners:
In accordance with your "Invitation for Bids" and "Instructions to Bidders" for Shelter and Vet Clinic Supplies Agreement, as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

Is your business located in a Community Redevelopment Area within Escambia County? Yes____

Supplies		Price
	AUTOCLAVE TAPE LEAD FREE 1"	
	CLEAR CUSTOM COLLAR ASSORTED	
	VETBOND 1ML	
	VETRAP ASSORTED 4" 18CT 1410	
	GAUZE SPONGES EM 4X4 12PLY 200	
	BOUFFANT NURSE'S CAP 24" 100	
	TONGUE DEPRESSOR 500	
	BANDAGE CONFORM STRETCH 4" 12	
	BANDAGE CURITY ROLL 1" 12CT	
	DRAPE MATERIAL SURGI 100YD	
	NEEDLE #250 22X1.5 MONO HU 100	
	NEEDLE #251 25X5/8 VET 100CT	
	SYR 12CC L LOCK MONOJECT 60CT	
	SYR 10CC TB L SLIP MONOJECT 100	
	SYR 60C L LOCK MONOJECT 50CT	
	TELFA PAD 3X4 100	
	PET CARRIER DO2	
	ALCOHOL 70% 4QTS=GALLON *ORM-D	
	VETSCAN HEARTWORM TEST 100ct	
	PARVO TEST	
	FELUK TEST	
	CHLORHEXIDINE 4% SCRUB GALLON	
	LATEX EXAM GLOVES	
	SURGICAL GLOVES	
	NITRIL GLOVES	
	ACCEL CLEANER-55 GAL DRUM	
	DATAMARS MICRO CHIP SHELTER PAK	
Vaccines		
	DA2ppv	
	Bordetella	
	FVRCP	
	Rabies	

Pharmaceuticals - Generics when available		
	AZITHROMYCIN 200MG/5ML 30ML	
	LOXICOM INJ 5MG/ML 20ML	
	KETAMINE	
	DEXDOMITOR	
	TORBUGESIC	
	ANTISEDAN	
	TELAZOL	
	CERENIA	
	ALBON	
	SOLU-DELTA-CORTEF	
	RIMADYL	

CONTRACTOR REQUIREMENTS:

Acknowledgement is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No: _____ Date_____ Addendum No:_____ 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: _____

Occupational License No: _____

Florida DBPR Contractor's License, Certification, and/or,

Registration No: _____

Type of Contractor's License, Certification, and/or, Registration: _____

Expiration Date: _____

Terms of Payment

(Check one): Net 30 Days_____ 2% 10th Prox_____

Will your company accept Escambia County Purchasing Cards? Yes _____ No _____

Will your company accept Escambia County Direct Payment Vouchers? Yes _____ No _____

County Permits/Fees required for this project:

Permit Cost

NONE KNOWN _____

_____

_____

_____

Bidder: _____

By: _____

Signature: _____

Title: _____

Address: _____

_____

Person to Contact Concerning the Bid:

_____

Phone/Toll/Fax

_____

E-Mail Address

_____

Home Page Address: _____

_____

Person to contact for Emergency service:

_____

Phone/Cell/Pager No: _____

_____

Person to contact for Disaster service:

_____

Home Address: _____

_____

Home Phone/Cell/Pager: _____

_____

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(print name of the public entity)

by_____
(print individual's name and title)

for_____
(print name of entity submitting sworn statement)

whose business address is

_____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or
   b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

   c. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on

contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT HIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(signature)

Sworn to an subscribed before me this_____ day of _____, 19_____

Personally known _____ _____

OR produced identification_____ Notary Public - State of_____

_____ My commission expires_____
(Type of identification)

_____
(Printed typed or stamped commissioned name of notary public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____ does:
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm does not comply fully with the above requirements.

_____
Offeror's Signature

_____
Date

Information Sheet
For Transactions and Conveyances
Corporation Identification

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

(Please Circle One)

Is this a Florida Corporation Yes or No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:
President: _____ Secretary: _____
Vice President: _____ Treasurer: _____
Director: _____ Director: _____
Other: _____ Other: _____

Name of Corporation (As used in Florida):

_____

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:
Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Corporate Identification

Federal Identification Number: _____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: _____
Telephone Number: _____ **Facsimile Number:** _____

Name of individual who will sign the instrument on behalf of the company:

_____

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

_____

END

---

(850) 488-9000 Verified by: _____ Date: _____

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980, or by Fax at (850) 595-4805.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Bidder Solicitation, Offer and Award Form and Bid Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

Bid Information See Home Page URL: http://www.myescambia.com/departments/purchasing
Click on ON-LINE SOLICITATIONS

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms and Payment
   - 5.01 Taxes
   - 5.02 Discounts
   - 5.03 Mistakes
   - 5.04 Condition and Packaging
   - 5.05 Safety Standards
   - 5.06 Invoicing and Payment
   - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturers' Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
   - 9.01 County Procedure on Acceptance of Gifts
   - 9.02 Contractors Required to Disclose any Gift Giving
   - 9.03 Gratuities
10. Awards
11. Nonconformance to Contract Conditions
12. Inspection, Acceptance and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancellation
18. Abnormal Quantities
19. Advertising
20. Assignment
21. Liability
22. Facilities
23. Distribution of Certification of Contract

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference (continued).

24. The Successful Bidder(s) must Provide
25. Addition/deletion of Items
26. Ordering Instructions
27. Public Records
28. Delivery
29. Samples
30. Additional Quantities
31. Service and Warranty
32. Default
33. Equal Employment Opportunity
34. Florida Preference
35. Contractor Personnel
36. Award
37. Uniform Commercial Code
38. Contractual Agreement
39. Payment Terms/Discounts
40. Improper Invoice: Resolution of Disputes
41. Public Entity Crimes
42. Suspended and Debarred Vendors
43. 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, 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 15-16.045,"Shelter and Vet Clinic Supplies Agreement", Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark air bill and envelope or box with Specification Number and Project Name.

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The following policy will apply to all methods of source selection:

Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from lobbying as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the blackout period as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

Definitions

Blackout period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

Sanctions

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

(a) Rejection/disqualification of submittal
(b) Termination of contracts; or
(c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of 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 **Lester L. Boyd, Purchasing Specialist Tel: (850) 595-4944, Fax: (850) 595-4805.** Technical questions may be directed to **John Robinson, Division Manager, Animal Shelter, Tel: (850) 595-0090, Fax: (850) 595-3081.** The last day for Vendors questions is listed as **Thursday, April 21, 2016, at 03:00 P.M.**

3. **Bid Forms**

This Solicitation contains a Bid Form which shall be submitted in a sealed envelope, with Original signature in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

4. **Pre-Solicitation Conference**
N/A

5. **F.O.B. Point**

The F.O.B. point shall be destination within Escambia County. The prices offered shall include all costs of packaging, transporting, delivery and unloading (this includes inside delivery if requested) to designated point within Escambia County.

6. **Delivery**

Delivery is to be as notified by Escambia County. The quantity will depend upon the County's need at the time of request.

7. **Compliance with Occupational Safety and Health**

Offeror certifies that all material, equipment, etc., contained in his offer meets all Occupational Safety and Health Administration, (OSHA) requirements. Offeror further certifies that, if he is the awarded vendor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the vendor.

In compliance with Chapter 442, Florida Statutes, any item delivered under a contract resulting from this solicitation shall be accompanied by a Material Safety Data Sheet (MSDS) The MSDS shall include the following information.

A. The chemical name and the common name of the toxic substance.

B. The hazards or other risks in the use of the toxic substance, including:

1. The potential for fire, explosion, corrosiveness and reactivity;

2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substance; and

3. The primary route of entry and symptoms of over exposure.

C. The proper precautions, handling practices, necessary personal protective equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over exposure.

D. The emergency procedure for spills, fire, disposal and first aid.

E. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.

F. The year and month, if available, that the information was complied and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

8. **Payment**

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed original invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an original invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

9. **Protection of Property/Security**

The awarded vendor shall take all necessary precautions to protect buildings and personnel. All work shall be completed in every respect and accomplished in a professional manner and awarded vendor shall provide for removal of all debris from county property.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

The awarded vendor shall at all times guard against injury to Escambia County employees and the general public.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

10. **Compliance with Governing Laws and Regulations**

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations.

Contract Information

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County, and the Awarded vendor until such time as the contract is executed by the last party to the transaction.

11. **Contract Term/Renewal/Termination**

A. The contract resulting from this Solicitation shall commence, upon execution by both parties and extend for a period of thirty-six (36) months. The contract may be renewed for an additional two 12-month periods for a total of 60 months, upon mutual agreement of both parties concerned. If there are any changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.

C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.

D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

10. **Interim Extension of Performance**

After all options have been exercised, and it is determined that interim performance is required to allow for the solicitation and award of a new contract, the County may unilaterally extend the contract for a maximum period of six months. Pricing, delivery and all other terms and conditions of the contract shall apply during this period.

11. **Pricing**

All items sold to the county as a result of this award are subject to post sale audit adjustment. In the event an audit indicates offeror has not honored quoted price lists and discounts, offeror will be liable for any and all overage charges.

12. **Price Adjustment**

The contract resulting from this Solicitation may include provisions for twelve (12) months, price adjustments. Written request for price adjustment may be made every twelve (12) months, no less than 30 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the vendor. All price adjustments shall be reviewed by the County's designated representative. If an adjustment in price is approved, it shall be accomplished by written amendment to this contract and approved by the Board of County Commissioners.

13. **Purchasing Agreements with other Government Agencies**

The submission of any offer in response to this Solicitation constitutes an offer made under the same terms and conditions, for the same contract price, to other governmental agencies within the offerors's area of responsibility, territory, zone, region, etc., unless otherwise stipulated by the offeror on the bid form.

Each governmental agency desiring to accept these offers, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials ordered and received by it, and no agency assumes any liability by virtue of this offer.

14. **Ordering**

The County will issue release purchase orders against the contract on an as needed basis for the supplies or services listed on the bid form.

The County has adopted the Visa Purchasing Card Program. The Visa Purchasing Card may be used for purchases on an as needed basis, for the supplies or sources listed on the bid form, for less than $1000.00 per individual transaction. The County can issue vouchers for less than $1000.00 against the contract, on an as needed basis, for the supplies or services listed on the bid form.

15. **Licenses, Certifications, Registrations**

The offeror shall at any time of bid submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certifications, registrations and any other requirements should be provided with the bid submission; and, the offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

16. **Term of Offer**

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the county within ninety (90) days from the solicitation opening date, the offeror may withdraw his offer or provide a written extension of his offer.

17. **Award**

Award shall be made on an "all-or-none total" basis.

18. **Termination**

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the county's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

19. **Termination (Public Records Request)**

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

20. **As Specified**

All items delivered shall meet the specifications herein. Items delivered not as specified will be returned at no expense by Escambia County. The County may return, for full credit, any unused items received which fail to meet the County's performance standards.

21. **Quantity**

Escambia County reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown on the bid form.

It is understood by all offeror's that these are only estimated quantities and the county is not obligated to purchase any minimum or maximum amount during the life of this contract.

Insurance Requirements

22. **Standard Insurance Requirements and Certificates**

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance (C.O.I.), should your firm be awarded the contract.

County Insurance Required

County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor' s work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor' s interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor' s insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

Workers Compensation Coverage
The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage
The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required
Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability- Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

The General Liability and Business Auto Liability policies shall be endorsed to include Escambia County as an additional insured and provide for 30 day notification of cancellation.

Excess or Umbrella Liability Coverage (If utilized to achieve required policy limits.)
Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance
Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

4. **Designate Escambia County as the Certificate Holder as follows:**
Escambia County
Attention: Lester L. Boyd, Purchasing Specialist
Office of Purchasing, Room 11.101
P. O. Box 1591
Pensacola, FL 32591-1591
Tel: (850) 595-4944
Fax: (850) 595-4805

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

23. **Indemnification**

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

EXHIBIT "A"
SCOPE OF WORK
SHELTER AND VET CLINIC SUPPLIES AGREEMENT

SCOPE OF WORK
The purpose of this Invitation to Bid is to provide prompt and efficient uniform rental services to various County Departments from a single source of supply at fair and reasonable prices.

The quantities listed for each department are estimated quantities only. There are approximately 250 employees that will be receiving uniforms. The County reserves the right to increase or decrease the quantities stated as it deems necessary.

QUALIFICATIONS:

Bid for Shelter and Veterinary Supplies

Scope of Work: The contractor(s) may be contacted by approved staff members of Escambia County Animal Services to purchase items needed. The contractor(s) will be responsible for providing the appropriate product(s) in a timely manner to the Escambia County Animal Shelter. The contractor's representative will alert if they are no longer able to supply items ordered. The contractor(s) should be able to provide most of the requested pharmaceuticals or a generic alternative.

Qualifications:

The contractor must be able to ship into Florida if located outside of the state.

If the contractor is supplying controlled substances, they must be able to provide proper documentation for licensing and meet all DEA requirements.

The contractor will honor manufacturer's shelter pricing programs that are designed for distributor billing.

The contractor(s) will notify Escambia County of any changes in pricing for items that they provide regularly to the county.

In the event that the contractor(s) is providing items with expiration dates, they will insure that the product has at least a one year shelf life.

SIGN AND RETURN THIS FORM WITH YOUR BIDS**
SOLICITATION, OFFER AND AWARD FORM

BID FORM
SUBMIT OFFERS TO:
Lester L. Boyd, Purchasing Specialist
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone No: (850) 595-4944 Fax No: (850) 595-4805

ESCAMBIA COUNTY FLORIDA

Invitation to Bid

Shelter and Vet Clinic Supplies Agreement
PD 15-16.045

SOLICITATION

MAILING DATE: Monday, April 11, 2016
OFFERS WILL BE RECEIVED UNTIL: 10:30 A.M., CDT, Wednesday, May 04, 2016 and may not be withdrawn within 90 days after such date and time.

Bid opening will be held at the Office of Purchasing, 213 Palafox Place, Matt Langley Bell III Building, Pensacola, FL 32502 in Conference Room #11.407 on Wednesday, May 04, 2016 at 10:30 A.M., CDT.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties in 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: 570305 1450

TERMS OF PAYMENT: Net, End of month

DELIVERY DATE WILL BE 5 DAYS AFTER RECIEPT OF PURCHASE ORDER.

VENDOR NAME: Merritt Veterinary Supplies, Inc
ADDRESS: 102 Distribution Drive
CITY, ST. & ZIP: Homewood, AL 35209
PHONE NO.: (205) 942-4744
TOLL FREE NO.: (800) 972-4744
FAX NO.: (800) 942-4544

REASON FOR NO OFFER:

BID BOND ATTACHED $ 1,000.00

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror.

Brenda Bailey Mgr
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER
(TYPED OR PRINTED)

**Brenda Bailey
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

Failure to execute this Form binding the bidder offer shall result in this bid being rejected as non-responsive.

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for **PD 15-16.045, Shelter and Vet Clinic Supplies Agreement**, as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

EXHIBIT
B

BID FORM
Specification Number: PD 15-16.045
Shelter and Vet Clinic Supplies Agreement

Board of County
Escambia County, Florida
Pensacola, Florida 32502

Commissioners:
In accordance with your "Invitation for Bids" and "Instructions to Bidders" for Shelter and Vet Clinic Supplies Agreement, as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

Is your business located in a Community Redevelopment Area within Escambia County? Yes____

Supplies	Price	
AUTOCLAVE TAPE LEAD FREE 1"	6.99	
CLEAR CUSTOM COLLAR ASSORTED	41.60	
VETBOND 3ML	16.10	
VETRAP ASSORTED 4" 18CT 1410	30.86	
GAUZE SPONGES EM 4X4 12PLY 200	4.76	
BOUFFANT NURSE'S CAP 24" 100	4.43	
TONGUE DEPRESSOR 500	5.14	
BANDAGE CONFORM STRETCH 4" 12	3.57	
BANDAGE CURITY ROLL 1" 12CT	5.59	
DRAPE MATERIAL SURGI 100YD	92.90	
NEEDLE #250 22X1.5 MONO HU 100	9.34	
NEEDLE 0251 25X5/8 VET 100CT	9.34	
SYR 12CC L LOCK MONOJECT 50CT	21.20	
SYR 1CC TB L SLIP MONOJECT 100	17.28	
SYR 6CC L LOCK MONOJECT 50CT	10.67	
TELFA PAD 3X4 100	20.52	
PET CARRIER 002	43.42	
ALCOHOL 70% 4QTS=GALLON *ORM-D	20.80	
VETSCAN HEARTWORM TEST 100ct		*
PARVO TEST		*
FELUK TEST		*
CHLORHEXIDINE 4% SCRUB GALLON	37.08	
LATEX EXAM GLOVES	5.73	
SURGICAL GLOVES	26.25	
NITRIL GLOVES	6.00	
ACCEL CLEANER-55 GAL DRUM		*
DATAMARS MICROCHIP SHELTER PAK		*
Vaccines		
DA2ppv		*
Bordetella		*
FVRCP		*
Rabies		*

*Manufacturers have set bid/Shelter pricing. Merritt will honor and follow manufacturer policy on shelter program(s). Unable to enter 2016 pricing due to bid request of 36 to 60 month.

Pharmaceuticals - Generics when available		
	AZITHROMYCIN 200MG/5ML 30ML		**
	LOXICOM INJ 5MG/ML 20ML		**
	KETAMINE		**
	DEXDOMITOR		**
	TORSUGESIC	No bid	
	ANTISEDAN		**
	TELAZOL		**
	CERENIA	No bid	
	ALBON		**
	SOLU-DELTA-CORTEF	No bid	
	RIMADYL	No bid	

**
Unable to give 36 month bid due to fluctuation in price year to year.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11468 **County Administrator's Report 9. 5.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 01/05/2017
Issue: First Amendment to Memorandum of Agreement between Escambia County and the Humane Society of Pensacola, Florida, Inc.
From: Tim Tolbert, Building Official/Department Director
Organization: Building Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the First Amendment to Memorandum of Agreement between Escambia County and the Humane Society of Pensacola, Florida, Inc. - Tim Tolbert, Building Official/Building Services Department Director

That the Board take the following action concerning the First Amendment to Memorandum of Agreement between Escambia County and the Humane Society of Pensacola, Florida, Inc.:

A. Approve the Amendment; and

B. Authorize the Chairman to sign the Amendment.

[Funding: Fund 001, General Fund, Cost Center 250205, Account 58201]

BACKGROUND:

At the Budget Committee of the Whole workshop on July 12, 13, and 14, 2016, the Board approved continuing the allocation of $25,000 to The Humane Society of Pensacola, Florida, Inc. for spay and neuter services for eligible Escambia County residents. At its meeting on August 4, 2016, the Board approved the allocation from the General Fund Reserves. The 2016 Memorandum of Agreement provides that the parties' rights and duties shall continue for a term of five years but referenced only the funding for Fiscal Year 2015/2016. The proposed Amendment ratifies the rights and duties in effect under the 2016 Memorandum of Agreement, references funding for Fiscal Year 2016/2017, and adds the language mandated by the 2016 amendments to Florida's public records law.

BUDGETARY IMPACT:

Fund 001, General Fund, Cost Center 250205, Account 58201

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney Bobbie Ellis-Wiggins has reviewed and approved the First Amendment.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Approval of the Amendment is necessary.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

2017 Humane Society of Pensacola, Florida, Inc.

FIRST AMENDMENT TO MEMORANDUM OF AGREEMENT BETWEEN ESCAMBIA COUNTY AND THE HUMANE SOCIETY OF PENSACOLA, FLORIDA, INC.

THIS AMENDMENT ("Amendment") is made and entered into this ___ day of _____ 2017, by and between Escambia County, Florida, a political subdivision of the State of Florida ("County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and The Humane Society of Pensacola, Florida, Inc., a not-for-profit corporation authorized to conduct business in the State of Florida, whose federal identification number is 59-6002691, and administrative offices at 5 North Q Street, Pensacola, FL 32505 ("Contractor").

WITNESSETH:

WHEREAS, County and Contractor entered into a *Memorandum of Agreement Between Escambia County and The Humane Society of Pensacola, Florida, Inc.* on September 22, 2016 ("Agreement") wherein Contractor agreed to provide spay and neuter services to eligible County residents ("Services") and County agreed to pay $25,000.00 ("Payment") therefor; and

WHEREAS, The Agreement provided that the Payment thereunder was funded by the County from appropriations from fiscal year ending September 30, 2016, but that the parties' rights and duties thereunder shall continue for a term of five (5) years from the date of execution thereof; and

WHEREAS, Payment for Services under the Agreement for the fiscal year ending September 30, 2017, have been appropriated by the County under its budget for the current fiscal year (2016/2017); and

WHEREAS, the parties affirm all rights and obligations under the Agreement, including but not limited to the County's $25,000.00 payment obligation.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are true and correct and are incorporated herein.

2. Term. This Amendment shall commence on the date last executed.

3. Fiscal Year Appropriation. This Amendment shall apply to funds appropriated by County for Services under the Agreement for fiscal year ending September 30, 2017; provided, however, the parties' rights and duties under the Agreement shall continue for a period of five (5) years from the date of execution thereof.

4. Public Records.

A. Contractor shall comply with all applicable public records laws pursuant to Chapter 119, Florida Statute. Specifically, Contractor shall:

1) Keep and maintain public records required by County to perform the Services hereunder;

2) Upon request from County's custodian of public records, provide County with a copy of the requested records or allow County to inspect or copy the records within a reasonable time at a cost that does not exceed the cost provided by law;

3) Upon request from County's custodian of public records, provide County electronically stored records in a format that is compatible with the County's information technology systems;

4) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement;

5) Upon termination of the Agreement, transfer such records to County at no cost to County and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

B. In the event Contractor fails to comply with Florida's public records law County may, without prejudice to any other right or remedy and upon seven (7) days written notice to Contractor and its surety, terminate this Agreement.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT ESCAMBIA COUNTY CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947
admin@myescambia.com

5. Agreement. Except as amended hereby, the Agreement shall continue in full force and effect according to the terms and conditions thereof.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment on the respective dates under each signature below.

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
D. B. Underhill, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

Date: _____

BCC APPROVED: _____

(SEAL)

CONTRACTOR:
THE HUMANE SOCIETY OF PENSACOLA, FLORIDA, INC.

By: _____
Sarah Humlie, Executive Director

Attest:

Date: _____

_____
Secretary

(SEAL)

Approved as to form and legal sufficiency.

By/Title: B. Ellis-U ACA
Date: 12/09/16

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11467 **County Administrator's Report 9. 6.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 01/05/2017
Issue: Agreement For Equine Services between Escambia County and Panhandle Equine Rescue, Inc.
From: Tim Tolbert, Building Official/Department Director
Organization: Building Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Agreement for Equine Services between Escambia County and Panhandle Equine Rescue, Inc. - Tim Tolbert, Building Official/Building Services Department Director.

That the Board take the following action concerning the Agreement for Equine Services between Escambia County and Panhandle Equine Rescue, Inc.:

A. Approve the Agreement; and

B. Authorize the Chairman to sign the Agreement.

[Funding: Fund 001, General Fund, Cost Center 250205, Account 58201]

BACKGROUND:

At the Budget Committee of the Whole workshop on July 12, 13, and 14, 2016, the Board approved the allocation of $20,000 for Panhandle Equine Rescue, Inc. to provide suitable shelter, required feed, veterinary care, and transportation for those equines in the custody or under the control of the Animal Shelter. At its meeting on August 4, 2016, the Board approved the allocation from the General Fund Reserves.

BUDGETARY IMPACT:

Fund 001, General Fund, Cost Center 250205, Account 58201

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney Bobbie Ellis-Wiggins has reviewed and approved the Agreement.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Approval of the Agreement is necessary.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

2017 Equine Services Agreement

AGREEMENT FOR EQUINE SERVICES BETWEEN ESCAMBIA COUNTY AND PANHANDLE EQUINE RESCUE, INC.

THIS AGREEMENT is made this _____ day of _____, 2017, by and between Escambia County, Florida, a political subdivision of the State of Florida ("County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Panhandle Equine Rescue, Inc. ("Contractor"), a not-for-profit corporation authorized to conduct business in the State of Florida, whose federal identification number is 42-1658881, and whose principal address is 3099 East Chipper Road, Cantonment, FL 32533.

WITNESSETH:

WHEREAS, Contractor is a not-for-profit corporation that provides care, treatment, and other services for equines in Escambia County; and

WHEREAS, Contractor is willing and able to provide suitable shelter, required feed, veterinary care, and transportation for those equines in the custody or under the control of Escambia County Animal Shelter ("Services"); and

WHEREAS, Contractor desires to provide such Services for County and County desires to compensate Contractor therefor; and

WHEREAS, the Escambia County Board of County Commissioners has determined that such Services advance the health, safety, and general welfare of the residents of Escambia County and serve an essential public purpose as established by law.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are true and correct and are incorporated herein.

2. Term. This Agreement shall commence on the date last executed and shall terminate on September 30, 2017, unless earlier terminated as provided herein.

3. Scope. Contractor shall provide the Services defined above and further described in **Exhibit A**, and County shall reimburse Contractor for authorized expenditures incurred in performance of such specified Services pursuant to Exhibit A. In the event of a conflict between Exhibit A and this Agreement, this Agreement shall control.

4. Compensation. County shall pay Contractor in an amount not to exceed **$20,000.00** for the specified Services provided hereunder. Following execution of this

Agreement, County shall pay Contractor **$1,666.67**. All further payments to Contractor shall be on a cost reimbursement basis for those costs incurred by Contractor in providing the specified Services as defined herein and as further described in Exhibit A.

5. Method of Payment. Contractor shall submit properly executed original invoices to County on a periodic basis but no more often than monthly. Invoices shall identify the date and description for each such Service eligible for reimbursement hereunder and the amount due therefor, along with documentation to support such reimbursement amount. County shall use its best efforts to pay Contractor within thirty (30) days following receipt and approval of Contractor's invoice. Payments hereunder and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

6. Termination. County may immediately terminate this Agreement for cause and may terminate this Agreement for convenience upon thirty (30) days prior written notice to Contractor. Contractor may terminate this Agreement for cause upon ninety (90) days prior written notice to County. Upon termination by either party, County shall pay Contractor for Services rendered through the date of termination.

7. Indemnification. Contractor shall indemnify, defend, and hold harmless County, its officers, directors, employees, and affiliates, from and against any and all liability, loss, cost, or expense, including without limitation reasonable attorney's fees, arising out of or relating to Contractor's performance hereunder through the term of this Agreement, any extension thereof, and any statutes of limitation thereafter. Contractor's indemnification obligation shall not be limited by or to any insurance coverage, provision, exclusion, or omission. Upon request by County, Contractor shall pay for legal representation of County on all claims relating to this Agreement. Such legal representation shall be in addition to and not in lieu of all other legal remedies available to County and shall not be deemed County's exclusive remedy.

8. Insurance.

A. Contractor shall maintain the following insurance:

1) Commercial General Liability, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between policy limits of the underlying policies;

2) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles; and

3) Florida statutory Workers' Compensation insurance, if applicable.

B. If Contractor is 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.

C. Contractor's liability coverage hereunder shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII," according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least thirty (30) days advance written notice to County of cancellation, nonrenewal, or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597.

D. The Board of County Commissioners and Escambia County shall be certificate holders and "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Prior to providing Services hereunder, Certificates of Insurance reflecting the above-specified additional insureds shall be provided to Escambia County Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597.

9. Independent Contractor Status. Contractor is providing Services hereunder as an independent contractor and shall not hold itself out as an employee, agent, or servant of County. Except as may otherwise be provided herein or hereafter in writing by an authorized County official, Contractor has no power or authority to bind County in or to any promise, agreement, or any other representation.

10. Notices. Unless otherwise specified herein, all communications hereunder shall be in writing and delivered by hand, USPS certified mail, or private courier service such as Federal Express, addressed as follows:

PANHANDLE EQUINE RESCUE, INC. Attention: Diane Lowry 3099 East Chipper Road Cantonment, FL 32533	ESCAMBIA COUNTY Attention: County Administrator 221 Palafox Place, Suite 420 Pensacola, Florida 32502

A party may change its address by giving the other party at least ten (10) days prior written notice. Notices rejected, refused by addressee, or undeliverable due to an improperly noticed address change shall be deemed delivered.

11 Governing Law. This Agreement shall be governed by and construed under the laws of the State of Florida and the parties specifically agree that venue shall be in the County of Escambia.

12. Public Records.

A. Contractor shall comply with all applicable public records laws pursuant to Chapter 119, Florida Statute. Specifically, Contractor shall:

1) Keep and maintain public records required by County to perform the Services hereunder;

2) Upon request from County's custodian of public records, provide County with a copy of the requested records or allow County to inspect or copy the records within a reasonable time at a cost that does not exceed the cost provided by law;

3) Upon request from County's custodian of public records, provide County electronically stored records in a format that is compatible with the County's information technology systems;

4) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement;

5) Upon termination of the Agreement, transfer such records to County at no cost to County and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

B. In the event Contractor fails to comply with Florida's public records law County may, without prejudice to any other right or remedy and upon seven (7) days written notice to Contractor and its surety, terminate this Agreement.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT ESCAMBIA COUNTY CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947
admin@myescambia.com

13. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements, or warranties, except those expressed herein. This Agreement may be amended only by written agreement of the parties.

14. Compliance with Laws. Contractor shall comply with all federal, State, and local laws, rules, policies, and guidelines related to the performance of this Agreement, including but not limited to all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Florida Statutes.

15. Assignment of Agreement. Neither this Agreement nor any interest herein shall be assigned, transferred, or otherwise encumbered by Contractor without County's prior written consent; however, this Agreement shall run with the Escambia County Board of County Commissioners and its successors.

16. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, all other terms and conditions shall remain in full force and effect. Neither this Agreement nor its terms shall be more strictly construed against either party because one party may have drafted it.

17. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature below.

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
D. B. Underhill, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

Date: _____

By: _____
Deputy Clerk
(SEAL)

BCC Approved: _____

CONTRACTOR:
PANHANDLE EQUINE RESCUE, INC.

By: _____
Diane Lowry, President

ATTEST:

By: _____
Corporate Secretary
(SEAL)

Date: _____

Approved as to form and legal sufficiency.

By/Title: B. Ellis ACA
Date: 12/09/16

EXHIBIT "A"

NAME OF ORGANIZATION:
Panhandle Equine Rescue, Inc.

APPROVED BUDGET
ANIMAL SERVICES FOR EQUINES.....$ 20,000.00

AUTHORIZED EXPENSES

Expenses authorized for reimbursement hereunder shall be those costs incurred by Contractor to provide the following: suitable shelter, required feed, veterinary care, and transportation for equines in the custody or under the control of Escambia County Animal Shelter, exclusive of Contractor's payment of salaries and associated personnel expenses.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11460 **County Administrator's Report 9. 7.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 01/05/2017
Issue: Supplemental Budget Amendment #035 - VCTC Brownfield Program
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #035 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #035, CDBG HUD Entitlement Fund (129), in the amount of $55,732, to recognize the remaining balance of the Voluntary Cleanup Tax Credits (VCTC), and to appropriate these funds into the current Fiscal Year 2017 Budget.

BACKGROUND:

Escambia County has received VCTC funds for environmental cleanup projects that have been sold; and these funds need to be recognized and appropriated for future environmental cleanup projects located in Brownfield areas. This Supplemental Budget Amendment is needed to adjust the current FY2017 Budget to the actual remaining balance of VCTC from the FY2016 Budget. Funds in the current budget are allocated to the remediation the old Mosquito Control Facility. The remaining FY2016 funds being moved to the current year will be used to prepare the annual VCTC application for future funding as well as other environmental cleanup projects located in the Brownfield areas.

BUDGETARY IMPACT:

This amendment will increase Fund 129 (VCTC) by $55,732.

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# 035

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2017

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 received voluntary tax credits for environmental cleanup projects that have been sold, and these funds need to be recgonized and appropriated for future environmental cleanup projects located in Brownfield areas.

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, 2017:

Fund Name	**Fund Number**
CDBG HUD Entitlement Fund	129

Revenue Title	**Fund Number**	**Account Code**	**Amount**
Miscellaneous Revenue	129	369001	55,732
Total			**$55,732**

Appropriations Title	**Fund Number/Cost Center**	**Account Code/ Project Number**	**Amount**
Professional Services	129 / 370213	53101	55,732
Total			**$55,732**

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

D. B. Underhill, 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: 2016.12.01 12:48:44 -06'00'

OMB Approved

Supplemental Budget Amendment
#035

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11469 **County Administrator's Report 9. 8.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 01/05/2017
Issue: Supplemental Budget Amendment #038 - 2016 FTA Grant FL2017-003-00 and 2014 FTA Grant FL90-X848
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #038 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #038, Mass Transit Fund (104) and Federal Transit Administration (FTA) Capital Projects Fund (320), in the amount of $125,538, to recognize the difference between what was budgeted and the funds actually received from the Florida Department of Transportation (FDOT) and the Federal Transit Administration (FTA), and to appropriate these funds for ADA Paratransit service and operating expenses associated with the Escambia County Area Transit System (ECAT).

BACKGROUND:

Escambia County Area Transit (ECAT) was awarded funds for the 2016 FTA Grant FL2017-003-00 and the 2014 FTA Grant FL90-X848. This Supplemental Budget Amendment recognizes the difference between what was budgeted and was awarded for these two grants.The 2014 FTA Grant FL90-X848 will provide $55,828 to Baldwin County per the grant agreement.

BUDGETARY IMPACT:

This amendment will increase Fund 104 by 38,032 and Fund 320 by $87,506.

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# 038

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2017

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 Area Transit (ECAT) was awarded two grants from Florida Department of Transporation (FDOT) and the Federal Transit Administration (FTA), and difference between the actual funds received and what was budgeted needs to 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, 2017:

Mass Transit Fund	104
FTA Capital Project Funds	320
Fund Name	**Fund Number**

Revenue Title	**Fund Number**	**Account Code**	**Amount**
2016 FTA FL2017-003-00	104	331480	38,032
2016 FTA FL2017-003-00	320	331480	31,678
2014 FTA Grant FL90-X848	320	331472	55,828
Total			**$125,538**

Appropriations Title	**Fund Number/Cost Center**	**Account Code/ Project Number**	**Amount**
Fixed Route Bus Costs	104/211210	53404	21,261
ADA Paratransit Costs	104/211210	53405	16,771
Improvements other than Buildings	320/211236 (new)	56301	31,678
Aids to Governmental Agencies	320/211231	58101	55,828
Total			**$125,538**

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

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

D. B. Underhill, Chairman

Deputy Clerk

Adopted

Stephan Hall

Digitally signed by Stephan Hall
DN: cn=Stephan Hall, o, ou, email=stephan_hall@co.escambia.fl.us, c=US
Date: 2016.12.09 15:44:36 -06'00'

OMB Approved

Supplemental Budget Amendment
038

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11494 **County Administrator's Report 9. 9.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 01/05/2017
Issue: Supplemental Budget Amendment #040 - Legal Settlment for the Innerarity Island Development Corporation (IIDC)
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #040 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #040, Escambia Restricted Fund (101) in the amount of $763,118, to recognize the proceeds of an interfund loan from the Internal Service Fund (501) (as a Due to /Due from) as authorized at the 12/8/2016 Board Meeting, and to appropriate these funds to be used for the payment of the legal settlement associated with the Innerarity Island Development Corporation (IIDC).

BACKGROUND:

The Board has authorized a cash amount to settle the litigation between the County and the Former owners of the Innerarity Island Development Corporation. In exchange for the cash paid by the County to the former owners certain assets will be transferred to the County. These assets will be sold and the proceeds of these sales will be used to pay back the interfund loan.

Repayment of the interfund loan will be made from any and all sales of assets resulting from the legal settlement.

BUDGETARY IMPACT:

This SBA recognizes an interfund load from Fund 501 to Fund 101, and allocates $763,118 in the IIDC Cost Center 110210, Fund 101, for the payment of the legal settlement. The sale of assets from the legal settlement will repay the interfund loan.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
Board policy requires increases and decreases in funds to be approved by the Board.

IMPLEMENTATION/COORDINATION:
N/A

Attachments

SBA#040

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2017-

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 approved a Legal Settlement with the Innerarity Island Development Corporation (IIDC), and funds are needed to pay the cost of this settlement.

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, 2017:

Fund Name	Fund Number
Escambia Restricted Fund	101

Revenue Title	Fund Number	Account Code	Amount
Loan Proceeds	101	384005	763,118
Total			$763,118

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Other Current Charges	101/110210	54901	763,118
Total			$763,118

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

D.B. Underhill, 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: 2016.12.09 14:22:55 -06'00'

OMB Approved

Supplemental Budget Amendment
040

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11459 **County Administrator's Report 9. 10.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 01/05/2017
Issue: FDOT Project # 4406581 (State Road 292 Gulf Beach Highway Intersection Improvements) Construction Phase Advancement
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the State Road 292 (Gulf Beach Highway) Intersection Improvements Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board adopt and authorize the Chairman to sign the Resolution Requesting and Supporting an Amendment to the Florida Department of Transportation's Fiscal Year 2018-2022 Five-Year Work Program Relating to the SR 292 (Gulf Beach Highway) Intersection Improvements Project (Project #4406581).

[Funding: Construction Phase funds are available in two funds - Fund 352 "LOST III," ($312,929) and Fund 152 - Southwest Sector Community Redevelopment Agency (CRA) ($578,000); the County will be reimbursed the awarded State of Florida County Incentive Grant Program (CIGP) funds from FDOT, totaling $312,000, in Fiscal Year 2020]

BACKGROUND:

Upon the recent release of FDOT's tentative Five-Year Work Program, Escambia County Public Works staff and FDOT District 3 staff have been discussing possibly advancing the construction phase for the Gulf Beach Highway Intersection Improvements Project from from the currently-scheduled Fiscal Year 2020 to Fiscal Year 2016. The project is already at 100% design, with permits approved, and signal equipment which has been purchased and is waiting to be installed. This project is truly shovel ready.

County staff previously submitted for and was awarded State of Florida CIGP funds to help offset the local lift for the construction. The funds are programmed in for Fiscal Year 2020; FDOT has agreed to reimburse the County the CIGP funds (totaling $312,000) in that fiscal year, if the County is able to fund the construction in Fiscal Year 2018.

This project will provide greatly needed safety and traffic operational improvements to

the Gulf Beach Highway corridor from Navy Boulevard west to Fairfield Drive, will entail the installation of two new mast-arm signals, at Sunset Avenue and Patton Drive along Gulf Beach Highway, with both signals being synchronized for optimal traffic efficiency, and is expected to also provide minor drainage improvements and pedestrian amenities.

It is anticipated that a Reimbursable Agreement between the County and FDOT for the CIGP funds will be executed prior to Fiscal Year 2018, if this advancement request is approved.

BUDGETARY IMPACT:

Construction Phase funds are available in two funds - Fund 352 "LOST III" ($312,929) and Fund 152 - Southwest Sector Community Redevelopment Agency (CRA) ($578,000); the County will be reimbursed the awarded State of Florida County Incentive Grant Program (CIGP) funds from FDOT, totaling $312,000, in Fiscal Year 2020.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, reviewed and approved the Resolution for Legal Sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon adoption of the Resolution, Public Works staff will coordinate with and submit the signed Resolution to FDOT for consideration.

Attachments

Resolution

RESOLUTION R2017-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA REQUESTING AND SUPPORTING AN AMENDMENT TO THE FLORIDA DEPARTMENT OF TRANSPORTATION'S FISCAL YEAR 2018-2022 FIVE-YEAR WORK PROGRAM RELATING TO THE SR292 (GULF BEACH HIGHWAY) INTERSECTION IMPROVEMENTS PROJECT (PROJECT #4406581); PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Escambia County, Florida understands the regional importance of the SR292 (Gulf Beach Highway) Intersection Improvements Project (hereinafter referred to as the "Project"); and

WHEREAS, the Project will provide greatly needed safety and traffic operational improvements to the Gulf Beach Highway corridor from SR295 (Navy Boulevard) west to SR727 (Fairfield Drive); and

WHEREAS, the Project will entail the installation of two new mast-arm signals at Sunset Avenue and Patton Drive along Gulf Beach Highway with both signals being synchronized for optimal traffic efficiency; and

WHEREAS, the Project is expected to also provide minor drainage improvements and pedestrian amenities; and

WHEREAS, the Board of County Commissioners requests that the Florida Department of Transportation (FDOT) amend the FDOT's Fiscal Year (FY) 2018-2022 Five-Year Work Program to advance the construction phase of the Project from FY 2020 to FY 2018; and

WHEREAS, the County will initially fund the construction phase of the Project in FY 2018; and

WHEREAS, the County and FDOT will soon enter into an agreement wherein the County will be awarded funding from the State of Florida County Incentive Grant Program totaling $312,000.00 as reimbursement for the construction costs when such funds become available in FY 2020 ; and

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 of County Commissioners requests and fully supports an amendment to the FDOT's Fiscal Year (FY) 2018-2022 Five-Year Work Program to advance the construction phase of the SR292 (Gulf Beach Highway) Intersection Improvements Project from FY 2020 to FY 2018.

Section 3. That this Resolution will take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this ____ of _____, 2017

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By:_____
D.B. Underhill, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By:_____
Deputy Clerk

(SEAL)

Approved as to form and legal sufficiency.

By/Title: _____
Date: 12/10/16

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11475 **County Administrator's Report 9. 11.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 01/05/2017
Issue: FDOT Project # 4389082 (SR 292 Perdido Key Drive Multi-Use Path) Construction Phase Advancement
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the SR 292 (Perdido Key Drive) Multi-Use Path Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board adopt and authorize the Chairman to sign the Resolution Requesting and Supporting an Amendment to the Florida Department of Transportation's Fiscal Year 2018-2022 Five-Year Work Program Relating to the SR 292 (Perdido Key Drive) Multi-Use Path Project (Project #4389082).

[Funding: The funding source for the Construction Phase advancement will be LOST IV; the County will be reimbursed the funds, totaling $2,246,000, from FDOT in Fiscal Year 2021]

BACKGROUND:

Upon the recent release of FDOT's tentative Five-Year Work Program, Escambia County Public Works staff and FDOT District 3 staff have been discussing the possible advance of the construction phase for the Perdido Key Drive Multi-Use Path Project. County staff has requested that FDOT consider advancing the construction phase from the currently-scheduled Fiscal Year 2021 to Fiscal Year 2019.

County staff previously submitted for State of Florida Shared-Use Non-Motorized (SUN) Trail funds to help fund the project, and was awarded approximately $1.12M. FDOT has programmed those funds for Fiscal Year 2021 for the construction of the west segment (AL State Line to State Park Entrance). This project will provide greatly needed safety, pedestrian, and quality of life improvements to the Perdido Key Drive corridor.

It is anticipated that a Reimbursable Agreement between the County and FDOT for the SUN Trail funds will be executed prior to Fiscal Year 2019, if this advancement request is approved.

BUDGETARY IMPACT:

The funding source for the Construction Phase advancement will be LOST IV; the County will be reimbursed the funds, totaling $2,246,000.00, from FDOT in Fiscal Year 2021.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, reviewed and approved the Resolution for legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon adoption of the Resolution, Public Works staff will coordinate with and submit the signed Resolution to FDOT for consideration.

Attachments

Resolution

PK Drive Multi-Use Path Email Correspondence

RESOLUTION R2017-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA REQUESTING AND SUPPORTING AN AMENDMENT TO THE FLORIDA DEPARTMENT OF TRANSPORTATION'S FISCAL YEAR 2018-2022 FIVE-YEAR WORK PROGRAM RELATING TO THE SR292 (PERDIDO KEY DRIVE) MULTI-USE PATH PROJECT (PROJECT #4389082); PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Escambia County, Florida understands the regional importance of the SR292 (Perdido Key Drive) Multi-Use Path Project (hereinafter referred to as the "Project"); and

WHEREAS, the Project will provide greatly needed safety and pedestrian improvements to the Perdido Key Drive corridor from the Alabama State Line west to the State Park Entrance; and

WHEREAS, the Project will entail the installation of a multi-use pathway on the north side of Perdido Key Drive, along with sidewalk connections on the south side at the existing pedestrian crossings; and

WHEREAS, the Project will enhance the quality of life for the surrounding residents; and

WHEREAS, the Board of County Commissioners requests that the Florida Department of Transportation (FDOT) amend the FDOT's Fiscal Year (FY) 2018 - 2022 Five-Year Work Program to advance the construction phase of the Project from FY 2021 to FY 2019; and

WHEREAS, the County will initially fund the construction phase of the Project in FY 2019; and

WHEREAS, the County and FDOT will soon enter into an agreement wherein FDOT will agree to reimburse the County for the construction costs ($2,246,000.00) when such funds become available in FY 2021; and

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 of County Commissioners requests and fully supports an

amendment to the FDOT's Fiscal Year (FY) 2018-2022 Five-Year Work Program to advance the construction phase of the SR292 (Perdido Key Drive) Multi-Use Path Project from FY 2021 to FY 2019.

Section 3. That this Resolution will take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this ____ of _____, 2017

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By:_____
D.B. Underhill, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By:_____
Deputy Clerk

(SEAL)

Approved as to form and legal sufficiency.

By/Title: Legal Asst
Date: 12/7/16

From: Doug Underhill
To: David V. Forte
Cc: Doug Underhill; Jonathan L. Owens; Joy D Blackmon
Subject: Re: SR 292 (PK Drive) Multi-Use Path
Date: Wednesday, December 07, 2016 5:14:57 AM

Expedite it. 1. We have numerous sources of portions of the money. 2. It is a small enough amount we can pay it out of LOST until other sources come through. This is a priority project.
Doug

Sent from my iPad

On Dec 6, 2016, at 12:59 PM, David V. Forte <DVFORTE@co.escambia.fl.us> wrote:

> We would need to come up with the programmed $2.246M for construction for the west segment.
>
> If we ask to move it to FY19 (earliest year as design is set to begin soon and not end until 2018), then FDOT would need the funds by June 2018. If request is to advance to FY20, then they would need the funds by June 2019.
>
> - David
>
> Sent from my iPhone
>
> On Dec 6, 2016, at 12:56 PM, Doug Underhill <DBUNDERHILL@co.escambia.fl.us> wrote:
>
>> I am disinclined to delay. In the unlikely event that we do not get a RESTORE project for this funded, how much would we need to come up with and when?
>> D2
>>
>> Sent from my iPad
>>
>> On Dec 6, 2016, at 9:01 AM, Jonathan L. Owens <JLOWENS@co.escambia.fl.us> wrote:
>>
>>> Sent from my iPhone
>>>
>>> Begin forwarded message:
>>>
>>> **From:** "David V. Forte" <DVFORTE@co.escambia.fl.us>
>>> **Date:** December 6, 2016 at 8:57:41 AM

CST
To: "Jonathan L. Owens" <JLOWENS@co.escambia.fl.us>
Cc: "Colby S. Brown" <CSBROWN@co.escambia.fl.us>, Jim de Vries <oldguysrule8@att.net>, Wendy C Eacret <WCEACRET@co.escambia.fl.us>, "Dominique V. Epps" <DVEPPS@co.escambia.fl.us>
Subject: RE: SR 292 (PK Drive) Multi-Use Path

Jonathan,

Just following up on this.

My recommendation would be to hold off on the advancement request until next year's Work Program cycle for the PK Drive West segment construction, as this will allow us time to assure that the RESTORE funds will be available for us to use for advancement.

I would hate to request advancement, and then the funds we were hoping to use don't come available. But will go as Commissioner Underhill directs.

Please advise. I need to let FDOT know asap if we are going to seek advancement or wait until next year.

Thanks,
David Forte, Division Manager
Public Works Department
Escambia County, FL

From: David V. Forte
Sent: Thursday, December 01, 2016 9:35 AM
To: Jonathan L. Owens
Cc: Colby S. Brown; Jim de Vries; Wendy C Eacret; Dominique V. Epps
Subject: FW: SR 292 (PK Drive) Multi-Use Path

Jonathan,

Please see below. I just spoke to Bryant on

the phone with FDOT and he said D3 Office would be willing to consider advancing the PK Drive MUP construction, and that the January 5th BCC meeting for the Resolution is fine for BCC approval; however, I want to bring a couple potential issues / concerns to light before moving forward:

<!--[if !supportLists]-->1) <!--[endif]-->If we request that FDOT advance the PK Drive MUP construction in the amount of $2.246M from FY2021 to FY2019 or 2020, <u>we have to be sure that we will have those funds available locally</u> (Comm. Underhill mentioned using some RESTORE monies that he expects to receive) <u>when the project gets programmed for letting</u>. Letting is the time the project goes out to bid, which if FY2019 could be as early as Summer 2018 (if FY2020 could be Summer 2019).

<!--[if !supportLists]-->2) <!--[endif]-->If FDOT agrees to advance the construction, and, for some reason, we do not secure the funds to construct at that time, then we will have to then request FDOT to defer it back out to FY2021. The concern there is that FDOT executive staff gets measured on their programming performance, and could get a demerit for such.

So, before I put together a Resolution for the January 5th BCC, can you please run this by Comm. Underhill and get his approval for us to move forward? The agenda item deadline for the January 5th BCC is December 12th, so less than 2 weeks away.

Also, we could put this request off until next year's Work Program cycle for advancement

if that allows us more time to secure the RESTORE funds, which would eliminate the "what if" concerns.

FYI. I will be putting together a Resolution for the GB Hwy (Patton/Sunset) Signals advancement request for the January 5th BCC as FDOT is willing to advance to FY2018 and reimburse the CIGP funds in 2020, if Board passes a Resolution.

Please advise at your earliest convenience.

Thanks,
David Forte, Division Manager
Public Works Department
Escambia County, FL

From: Paulk, Bryant [mailto:Bryant.Paulk@dot.state.fl.us]
Sent: Thursday, December 01, 2016 8:47 AM
To: David V. Forte
Cc: Battles, Regina; Colby S. Brown; Jim de Vries
Subject: RE: SR 292 (PK Drive) Multi-Use Path

David, this would be the same situation as the intersection improvements on SR292. Have the County pass a resolution asking the Department to allow the advancement with Local Funds and submit it to Sec. Gainer. We have not discussed this one with District Management, but will give them a heads up it is coming.

Bryant T. Paulk, AICP
Urban Planning Manager | Milton Operations Center
6025 Old Bagdad Hwy | Milton, FL 32583
Bryant.Paulk@dot.state.fl.us
Office 850-981-2754
Cell 850-703-7254

From: David V. Forte [mailto:DVFORTE@co.escambia.fl.us]
Sent: Tuesday, November 29, 2016 10:42 AM
To: Paulk, Bryant
Cc: Battles, Regina; Colby S. Brown; Jim de

Vries
Subject: SR 292 (PK Drive) Multi-Use Path

Bryant,

During the meeting with Commissioner Underhill this morning, he asked if FDOT would consider advancing the construction phase of FDOT ID#4389082 (SR 292 Perdido Key Dr from Alabama State Line to State Park Entrance) from FY2021, where the County would front fund the construction with local funds and be reimbursed the $2.246M programmed for CST in FY2021 by FDOT?

If this is allowable, I will verify which year the commissioner would prefer it be advanced to, but it will more than likely be requested for FY2019.

Thanks,
David Forte, Division Manager
Transportation & Traffic Operations Division
Public Works Department
Escambia County, Florida

3363 West Park Place
Pensacola, Florida 32505
Main: 850.595.3404
Fax: 850.595.3405

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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11484 **County Administrator's Report 9. 12.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 01/05/2017
Issue: Approve Issuance of a Purchase Order to ECUA for the Innerarity Island Water System
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Issuance of a Purchase Order to Emerald Coast Utilities Authority (ECUA) for the Innerarity Island Water System Improvement Project on Innerarity Island - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve the issuance of a Purchase Order to Emerald Coast Utilities Authority (ECUA), in an amount not to exceed $580,000, for the Innerarity Island Water System Improvement Project on Innerarity Island.

[Funding Source: Fund 352 "LOST III," Cost Center 110211, Object Code 56301, Project No. 16PF3502]

BACKGROUND:

On March 21, 2014, the court ordered Escambia County to become the receiver of IIDC, an abandoned wastewater and water utility. Staff has been working with ECUA to incorporate Innerarity Island into ECUA's water service area once certain repairs and upgrades are made. ECUA has agreed to oversee and manage the upgrades to the water utility system on Innerarity Island at no cost to ECUA or its rate payers, and thereafter accept Innerarity Island within its water service area, and accept ownership of the water utility system on Innerarity Island.

A bid opening was held on November 29, 2016, at 2:00 p.m. for the Innerarity Island Water System Project, ECUA #CS612, Bid No. CC2017 02. Southern Utility Company, Inc., at $445,819.52 the low bid, will be awarded the contract at the next ECUA Board meeting. Since the Interlocal Agreement is with ECUA, a purchase order will be issued to ECUA for the construction cost and requested contingencies, and monthly invoices will be sent to the Public Works Department for payment.

BUDGETARY IMPACT:

Funds are available in Fund 352 "LOST III", Cost Center 110211, Object Code 56301, Project No. 16PF3502

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 this recommendation, a requisition will be transmitted to the Office of Purchasing for processing.

Attachments

ECUA Contingency Email
Contract Coor Contingency Email
Letter from ECUA Attorney
Bid Tabulation
Interlocal Agreement with ECUA
Board Approval - ECUA Agreement

From: Daniel Corliss
To: Dwight Austin; John Seymour
Cc: Colby S. Brown; Jim Hagon; ed@kh-a.com; Kenneth Horne
Subject: RE: Innerarity WAter GRant Expenditure Paln
Date: Wednesday, November 30, 2016 3:21:29 PM

Dwight,

I believe it would be wise to include a sizeable contingency for this project. I see a distinct possibility of change orders possibly as high as $100,000 throughout the project based on uncertainty in the site conditions. Specifically, we were recently made aware of a second master meter on the townhomes which would cost another $12,575 to $25,000 to bring up to spec. Additionally, there is an allowance for renewal of water service to undeveloped lots, but there is some uncertainty as to how many undeveloped lots have existing services. The uncertainty will be solved under this contract, but if every undeveloped lot were found to have an existing service, the allowance would be exceeded by around $75,000. This outcome is not likely, but it is possible.

I know that's a long answer to a short question, but there may be a solution that gets what we both need.

If we issue a change order immediately after award which includes the second master meter and increases the undeveloped lot water service renewal allowance, the contingency would be encumbered in the contract. This would allow you to get the next grant moving and still give us the contingency we need.

Upon contract completion, I would imagine that any non-liquidated funds would simply be unencumbered and transferred to the sewer portion of the work.

Please let me know your thoughts on this.

Thank you,

Daniel I. Corliss, P.E. | **Project Engineer** | **Emerald Coast Utilities Authority** |
P.O. Box 15311 | Pensacola, FL. 32514-0311 | Web: www.ecua.fl.gov |
Phone: (850) 969-6677 | Fax: (850) 969-6511 |

From: Dwight Austin [mailto:daustin@co.escambia.fl.us]
Sent: Wednesday, November 30, 2016 2:00 PM
To: Daniel Corliss; John Seymour
Cc: Colby S. Brown; Jim Hagon
Subject: Innerarity WAter GRant Expenditure Paln

Dan and John,

Do you think we could spend more of the grant money?

Based on our latest grant expenditure plan it looks like we anticipated a water contract price of $526,000. Given the apparent low bid of $445,819.52 it looks like we might have another $80,000 to work with. We budgeted $250,000 for the grinder pumps. We recently bid the grinder pump station and have recommended award of 100 units at $2,495 each for a total of $249,500. The original bid was for 125 units. We could bump the units back up to 125 for a total of $311,000 or $61,000 more.

I understand that might be a desire to reserve funds for contract contingency and ECUA might not want to encumber every bit of the grant . The flip side is we are trying to spend the first grant to get the next grant moving.

Dwight Austin

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

From: Dwight Austin
To: Colby S. Brown
Subject: Fwd: RE: Escambia County S0878 - Contingency Eligibility
Date: Thursday, December 08, 2016 3:50:00 PM

Fyi

Sent from my Verizon Wireless 4G LTE DROID
---------- Forwarded message ----------
From: Dwight Austin <daustin@co.escambia.fl.us>
Date: Dec 8, 2016 2:12 PM
Subject: RE: Escambia County S0878 - Contingency Eligibility
To: "Massoudi, Mahnaz" <Mahnaz.Massoudi@dep.state.fl.us>
Cc: "Robin F. Lambert" <RFLAMBER@co.escambia.fl.us>

> Mahnaz,
>
> It appears all the work items described would be eligible as they are in the service area and meet the description of the grant work plan Attachment A. How items are encumbered toward a grant is probably more of an internal accounting issue here at the County. Understandably, your concern is ensuring the work properly conforms to the grant scope.
>
> Dwight
>
> ---
>
> **From:** Massoudi, Mahnaz [mailto:Mahnaz.Massoudi@dep.state.fl.us]
> **Sent:** Thursday, December 08, 2016 2:00 PM
> **To:** Dwight Austin
> **Cc:** Jim Hagon; Colby S. Brown
> **Subject:** RE: Escambia County S0878 - Contingency Eligibility
>
> Dwight,
>
> The costs are eligible as long as the improvements are within the scope of work that have been outlined in the agreement. Is the second master meter on the townhomes which would cost another $12,575 to $25,000 within the scope of work in this agreement? How about the allowance for renewal of water service to undeveloped lots?
>
> Mahnaz

From: Dwight Austin [mailto:daustin@co.escambia.fl.us]
Sent: Thursday, December 08, 2016 1:58 PM
To: Massoudi, Mahnaz <Mahnaz.Massoudi@dep.state.fl.us>
Cc: Jim Hagon <JLHAGON@co.escambia.fl.us>; Colby S. Brown <CSBROWN@co.escambia.fl.us>
Subject: Escambia County S0878 - Contingency Eligibility

Mahnaz,

We recently had a bid opening for a water system repair contract. We originally anticipated allocating approximately $600,000 for this work. The bids came in at $445,819.52. However, we believe it would be wise to include a sizeable contingency for this project. We see a distinct possibility of change orders possibly as high as $100,000 throughout the project based on uncertainty in the site conditions. Specifically, we were recently made aware of a second master meter on the townhomes which would cost another $12,575 to $25,000 to bring up to spec. Additionally, there is an allowance for renewal of water service to undeveloped lots, but there is some uncertainty as to how many undeveloped lots have existing services.

Is it acceptable for a certain amount be allocated as a contingency? How much? The reason for the question is to attempt to encumber the most that we can of the $1M by the end of this year.

We are not asking to change the grant amount or the scope of any task item.

Dwight Austin, P.E.

Escambia County, Design Engineer

(850) 426-1381

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.

ODOM & BARLOW, P.A.

ATTORNEYS AT LAW

1800 NORTH "E" STREET

PENSACOLA, FLORIDA 32501

BRADLEY S. ODOM*
RICHARD D. BARLOW
ROBERT W. KIEVIT**
ELLEN ODOM**
*Also licensed in Alabama
**Of Counsel

TELEPHONE: (850) 434-3527
FACSIMILE: (850) 434-6380

E-MAIL: email@odombarlow.com

December 6, 2016

VIA HAND DELIVERY

Alison Perdue Rogers
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502

Re: *Innerarity Island Potable Water System Interlocal Agreement*

Dear Alison:

As you know, earlier this year the Board of County Commissioners and the ECUA Board approved an Interlocal Agreement relating to a potable water system improvement project on Innerarity Island. Since entry into that Interlocal Agreement, engineering plans have been finalized, bids have been solicited, and responses have been received. As you may recall from that Interlocal Agreement, the County only committed up to $600,000 towards the project, as I understand that is all that remained from the legislative grant which the County received.

Last week ECUA opened bids. The low bid was in the amount of $445,819.52 and thus within the parameters established in the Interlocal Agreement, even when engineering fees and a reasonable project contingency is included. I thought you would like to know.

In light of the above, I understand the ECUA staff intends to recommend to the ECUA Board that it award a contract to construct the potable water system on Innerarity Island to the low bidder. I anticipate that the Board will consider the matter at its meeting next week. Again, I thought you would like to know.

Naturally, should you have any questions regarding the above please do not hesitate to contact me.

Sincerely,

Bradley S. Odom

BSO:cab

cc: Charles V. Peppler, Esq.

COUNTY ATTORNEYS OFFICE
06 DEC 2016
9:02:22

EMERALD COAST UTILITIES AUTHORITY
INNERARITY ISLAND WATER SYSTEM
CS612
Bid No. CC2017 02
Bid Opening Date: Tuesday, November 29, 2016 - 2:00 p.m.

CONTRACTORS	2 ADDENDA ACKNOWLEDGED	BID BOND	PROPOSAL SIGNED	SUB/SUP SOL DOC FORM	SUB/SUP PROJ PLAN	TRENCH SAFETY CERT	BASE BID
EVANS CONTRACTING INC CANTONMENT, FL	YES	YES	YES	YES	YES	YES	$ 489,355.00
PENSACOLA CONCRETE CONSTRUCTION INC PENSACOLA, FL	YES	YES	YES	YES	YES	YES	$ 815,417.16
SOUTHERN UTILITY COMPANY INC PENSACOLA, FL	YES	YES	YES	YES	YES	YES	$ 445,819.52
TALCON GROUP LLC HAVANA, FL	YES	YES	YES	YES	YES	YES	$ 1,104,245.00

Escambia County
Clerk's Original

6/2/2016 CAL III-5

INTERLOCAL AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND EMERALD COAST UTILITIES AUTHORITY RELATING TO A POTABLE WATER SYSTEM IMPROVEMENT PROJECT ON INNERARITY ISLAND

THIS AGREEMENT is made on this 2nd day of June, 2016, by and between Escambia County, Florida a political subdivision of the State of Florida (hereinafter "County") with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502, and the Emerald Coast Utilities Authority, a local governmental body, corporate and politic, which was formed by the Florida Legislature as an independent special district (hereinafter "ECUA") with administrative offices located at 9255 Sturdevant Street, Pensacola, Florida 32514 (each at times also being referred to as a "Party" or collectively as "Parties").

Date: 6/7/2016 Verified By:

WITNESSETH:

WHEREAS, ECUA provides potable water in certain defined areas in Escambia County, Florida;

WHEREAS, within the confines of Escambia County, Florida, there exists an area known as Innerarity Island;

WHEREAS, Innerarity Island is not and has never been within ECUA's service area;

WHEREAS, an entity known as the Innerarity Island Development Corporation formerly operated a water utility system on Innerarity Island;

WHEREAS, the Innerarity Island Development Corporation purchased potable water from ECUA, which the Innerarity Island Development Corporation then resold to its water utility customers;

WHEREAS, the Innerarity Island Development Corporation abandoned its water utilities early in the 2014 calendar year;

WHEREAS, the existing water utility system on Innerarity Island is in need of significant repairs and upgrades;

WHEREAS, ECUA is willing to accept the water utility system on Innerarity Island and incorporate Innerarity Island into its water service area in the event that the existing water utility system on Innerarity Island is upgraded prior to incorporating it into the ECUA water utility system;

WHEREAS, the Innerarity Island Development Corporation previously retained the professional engineering firm of Kenneth Horne & Associates, Inc. to evaluate and

assess the needed upgrades to Innerarity Island's water system;

WHEREAS, the County subsequently retained Kenneth Horne & Associates, Inc. to further evaluate, assess, and partially design the needed upgrades to Innerarity Island's water system;

WHEREAS, the Parties agree that it is in the best interest of the public health, safety, and welfare that the potable water system presently existing on Innerarity Island be repaired and upgraded so that it may be ultimately accepted by ECUA and that Innerarity Island be incorporated into ECUA's water service area;

WHEREAS, ECUA and the County desire to work together to incorporate Innerarity Island into ECUA's water service area once certain repairs and upgrades are made;

WHEREAS, the upgrades to Innerarity Island's water system have been partially designed by Kenneth Horne & Associates, Inc., but significant additional design is required before those upgrades could be publically advertised for bid;

WHEREAS, the Florida Legislature has appropriated funding to the County which would facilitate the desired upgrades to the water utility system on Innerarity Island;

WHEREAS, the County is willing to contribute the difference of those funds in a sufficient quantity to upgrade and repair the water utility system on Innerarity Island;

WHEREAS, ECUA has agreed to oversee and manage the upgrades to the water utility system on Innerarity Island at no cost to ECUA or its ratepayers, and thereafter accept Innerarity Island within its water service area, and accept ownership of the water utility system on Innerarity Island; and

WHEREAS, the Parties desire to enter into this Interlocal Agreement to define the respective rights and responsibilities toward completing the design and construction of the upgrades to the water utility system and incorporating that system into ECUA's service area.

NOW THEREFORE, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1
Purpose

1.1 The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Interlocal Agreement solely for the purposes expressed herein and for no other purpose which causes an estoppel to

arise against either Party in any litigation. Provided, however, that so long as this Agreement remains in effect, neither Party shall take any action, legal or otherwise, to alter their existing positions regarding the water utility system on Innerarity Island, as the Parties desire to work together towards a solution to the water utility issues on Innerarity Island. This Agreement, however, shall not impede or restrict in any way the County's ability to litigate, settle or take any legal action against any non-parties to this Agreement in the litigation known as Escambia County v. Innerarity Island Development Corporation and Katy Collins, as Personal Representative, Estate of Fayette Dennison, now pending in Escambia County Circuit Court. Moreover, this Interlocal Agreement, as it may be amended from time to time, shall define the Parties' responsibilities in reference to the water utility system on Innerarity Island.

1.2 This Interlocal Agreement (hereinafter "Agreement") defines the responsibilities of each Party participating in the Innerarity Island Potable Water Project (hereinafter the "Project"), as set forth herein.

ARTICLE 2
Responsibilities of Parties

2.1 The County agrees to ensure that the water utility system shall be wholly transferred to ECUA upon successful completion of the Project, as defined in this Agreement. The parties agree the sewer system shall be addressed subsequently by separate agreement.

2.2 ECUA shall promptly retain a professional engineering firm to finalize the design of the needed repairs and upgrades to Innerarity Island's water system with sufficient specificity for ECUA to publically advertise and receive bids for the construction of the Project.

2.3 Thereafter, assuming the bids are less than the remaining funds in the Florida Legislature's appropriation, ECUA shall issue a contract for the construction of those upgrades and repairs. All such work shall be carried out in a reasonably prompt and diligent manner.

2.4 The County agrees to promptly reimburse to ECUA, in accordance with the terms of this Agreement, all of the Costs of the Project in the amount hereinafter set forth in Section 4.1. Those funds shall solely be used on the Project, generally described in Exhibit "A", which is attached hereto and incorporated by reference herein.

2.5 Moreover, upon completion, the County agrees to convey ownership of said water utility system to ECUA. Thereafter, ECUA shall own, operate and maintain said system. Additionally, upon acceptance of that water utility system, Innerarity Island will also become part of ECUA's water service area; and the County will execute all documents necessary or convenient to evidence same.

2.6 ECUA is not agreeing to and is under no obligation to financially participate in the Costs of the Project or otherwise financially contribute to the Project. Indeed, the Parties understand and acknowledge that ECUA's participation in this Agreement is at no cost to either ECUA or its ratepayers. However, the Parties acknowledge that ECUA provides substantial benefit to the Project by advancing the Costs of the Project prior to and subject to reimbursement from the County; overseeing the public advertising, bidding, and awarding of the contracts for both the design and construction of the Project; and otherwise adding benefit to the Project through its expertise in water utility systems. Given the above, as well as ECUA's donating limited employee time towards the Project, at no time will the County request financial participation on the part of ECUA on the Project.

2.7 This Agreement, after being properly executed by the Parties, shall become effective upon filing with the Clerk of the Circuit Court of Escambia County. The County shall be responsible for such filing.

2.8 Subsequent to ECUA's acceptance of the water utility system on Innerarity Island and incorporating Innerarity Island into its water service area, ECUA shall provide customer account information, water consumption information, and termination of service for nonpayment of sewer charges pursuant to a Service Agreement the Parties anticipate entering into at or around the time ownership is transferred to ECUA.

2.9 Subject to any claim of sovereign immunity, each Party to this Agreement shall be fully liable for the acts and omissions of its respective employees and agents in the performance of this Agreement to the extent permitted by law. Furthermore, nothing in this Agreement nor any act of the Parties shall be deemed or construed by the Parties hereto or by any third party to create a relationship of principal and agent, joint venture, business affiliation, or any association whatsoever between ECUA and the County.

2.10 The Parties are not waiving any legal arguments, claims or defenses by participating in this Agreement.

ARTICLE 3
Contract Time

3.1 It is anticipated by the Parties that the time for completion of the Project, as generally described in Exhibit "A", shall be within one (1) year from ECUA's issuance of a Notice to Proceed to a selected contractor, absent rain delays or other unforeseen conditions and/or events.

ARTICLE 4
Compensation and Method of Payment

4.1 County agrees to reimburse ECUA for the Costs of the Project as

generally described in Exhibit "A", including but not necessarily limited to property and equipment costs, engineering and design services, and construction costs, in an amount not to exceed Six Hundred Thousand Dollars ($600,000).[1] In the event that ECUA determines that the estimated Costs of the Project will exceed $600,000 upon the opening of publicly advertised bids for construction of the Project, then either Party may elect to terminate this Agreement and not proceed with construction of the Project. In the event the Project proceeds post bidding and during the course of construction it is learned that the Costs of the Project will exceed $600,000, then the Parties shall meet and decide how to proceed, if at all. If the decision is made by either the County or ECUA not to proceed with the Project, then ECUA shall promptly bring the Project to a close, with the County responsible for all costs associated with terminating and closing the Project. In the event of termination of the Agreement in accordance with this paragraph, ECUA shall be entitled to compensation as set forth in paragraph 8.2, below.

4.2 ECUA may periodically submit invoices to the County for reimbursement of the Costs of the Project, but requests for payment shall not be made more frequently than once a month. The County will promptly reimburse ECUA for its expenditures on the Costs of the Project. Final payment shall be made at the time that the property and improvements are conveyed to ECUA.

4.3 Upon request, ECUA shall provide to the County copies of any payment documentation and such other financial documents as the County may reasonably require to verify Project costs.

4.4 Invoices and other requests will be sent to:

Escambia County
Attn: Engineering Department
1190 West Leonard Street
Pensacola, Florida 32501

4.5 Payments and other requests will be sent to:

Emerald Coast Utilities Authority
William E. Johnson, Jr., P.E., P.L.S.
Engineering Director
P.O. Box 15311
9255 Sturdevant Avenue
Pensacola, Florida 32514

ARTICLE 5
Ownership of Improvements and Property

[1] This agreement to reimburse includes Costs of the Project incurred prior to entry into this Agreement as well as after.

5.1 Title to the improvements specified in Exhibit "A" shall pass to ECUA as provided herein upon ECUA's acceptance of the work. The County shall, upon reasonable notice, have the right to inspect all such work prior to ECUA's acceptance.

ARTICLE 6
Easements

6.1 The County shall cooperate with ECUA in obtaining such easements and rights of way as may be required for successful completion of this work and/or maintenance of water utility system thereafter.

ARTICLE 7
Force Majeure

7.1 In the event that performance by the Parties of any of its obligations under this Agreement shall be interrupted, delayed, or prevented by any occurrence not occasioned by the conduct of such party, whether such occurrence be an act of God or any other occurrence whatsoever this is beyond the reasonable control of such party, including a change in environmental law or regulation rendering performance impractical or impossible, then such party shall be excused from such performance for such period of time as is reasonably necessary after the occurrence to remedy the effects thereof, or until such performance is no longer impractical or impossible.

ARTICLE 8
General Provisions

8.1 Ownership of Documents: Drawings, specifications, design, models, photographs, reports, surveys, and other data produced by the County in connection with this Agreement are and shall remain the property of the County in connection with this Agreement are and shall remain the property of the County whether the work for which they were made is completed or not. Moreover, drawings, specifications, design, models, photographs, reports, surveys, and other data produced by ECUA or its agents in connection with this Agreement are and shall remain the property of ECUA or its agents whether the work for which they were made is completed or not.

8.2 Termination: In addition to the termination rights articulated in paragraph 4.1, above, this Agreement may be terminated by either the County or ECUA for cause, upon thirty (30) days written notice by the terminating party to the other parties of such termination, in which event ECUA shall be paid compensation for all work performed by it and its contractor/s prior to the termination date, including all reimbursable expenses then due or incurred prior to the date of termination.

8.3 Records: The Parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be

subject to disclosure to 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, another Party may, without prejudice to any right or remedy and after giving that Party, seven (7) calendar days written notice, during which period the Party fails to allow access to such documents, terminate this Agreement.

8.4 Assignment: This Agreement or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by any Party, without the prior written consent of all other Parties.

8.5 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.

8.6 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 the subject of this Agreement shall lie in Escambia County, Florida.

8.7 Interpretation: For the purpose 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 any 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 the Agreement, the Party shall immediately notify all other Parties and request clarification of this Agreement.

(b) This Agreement shall not be more strictly construed against any party hereto by reason of the fact that one Party may have drafted or prepared any or all of the terms and provisions hereof.

8.8 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 it did not contain such invalid or unenforceable portion or provision.

8.9 Further Documents: The parties shall execute and deliver all documents and perform further actions that may reasonably be necessary to effectuate the provisions of this Agreement.

8.10 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.

8.11 All 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, it is agreed that no deviation from the terms 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.

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 Chairperson, duly authorized to execute same by Board action on the 2nd day of June, 2016 and Emerald Coast Utilities Authority, by and through its Chairman, duly authorized to execute same.

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

By: _____
Grover C. Robinson, ~~IV~~, Chairman

Date: 6/13/2016

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

Approved as to form and legal sufficiency.
By/Title: Asst. County Attorney
Date: May 24, 2016

EMERALD COAST SEAL 1981 FLORIDA UTILITIES AUTHORITY

ATTEST:

By: _____
Secretary

EMERALD COAST UTILITIES AUTHORITY, a local governmental body, corporate and politic.

By: _____

Stephen E. Sorrell, Executive Director

Date: 5-26-16

EXHIBIT "A"

Innerarity Island – Potable Water System Improvements

Scope of Work

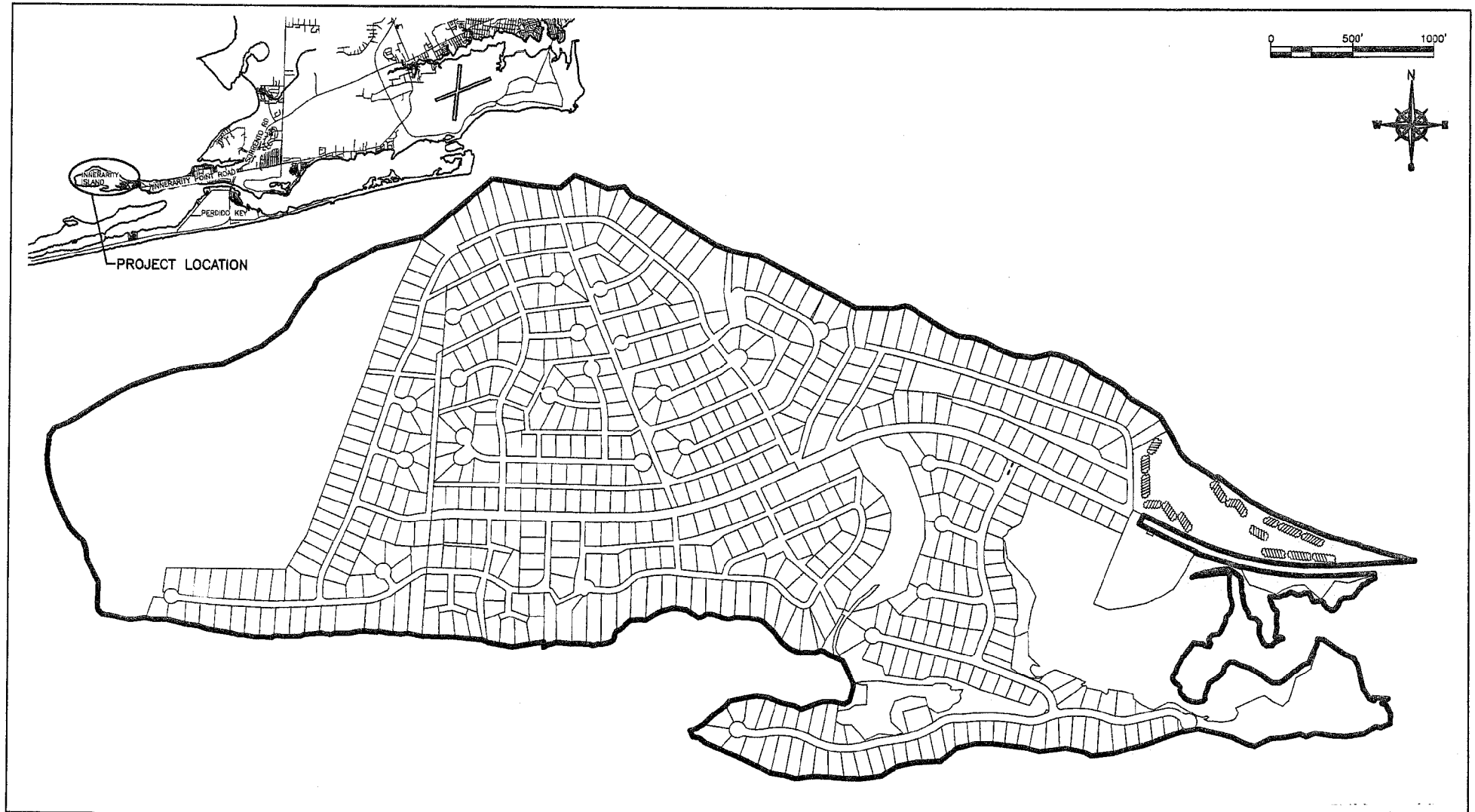
Project Location: The project is located on Innerarity Island in Escambia County, Florida. See Figure 1 for a graphical depiction of the project location and limits.

Project Description: Water system improvements are expected to consist of:
a) a very limited number of small diameter water main relocations to remove encroachments of the water facilities from private properties. The Innerarity Island Utilities System Evaluation Report identified encroachments at 21 locations totaling 1795 linear feet. The Innerarity Island Homeowners Association (II HOA) has agreed to work with the Owners to secure easements eliminating the need for the relocations. The relocation of any unresolved encroachments will be incorporated into Construction Contract.
b) installation of approximately 7 system isolation valves,
c) installation of approximately 3 new fire hydrants,
d) modification of dead end water lines to provide either flush valves or circulation loops at 17 locations,
e) approximately 198 water service renewals to remove polybutylene tubing and replace meters with ECUA standard meters, and

f) approximately 3,000 linear feet of new 6" water main on North Shore Drive as replacement for an existing 4" main".

The specific quantities described above are based upon a conceptual design effort and are subject to slight modification within the process of development of the Final Construction Documents.

Figure 1



Kenneth Horne & Associates, Inc.
CIVIL ENGINEERS
PO BOX 10669, PENSACOLA, FLORIDA 32524
7201 NORTH 9th, SUITE 6, PENSACOLA, FLORIDA 32504
(850) 471-9005 INFO@KH-A.COM FAX (850) 471-0093

NO.	REVISIONS	APPROVED BY	DATE
1			
2			
3			
4			
5			

PROJECT NAME: II UTILITY TRANSFER

IIDC FRANCHISE AREA

PROJECT NO.: 2015-24

BY: DIC DATE: AUG 2015

SHEET 1 OF 1

REVISED RECOMMENDATION
CAR III-5
BCC: 06-02-2016

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10391 **County Administrator's Report 9. 5.**
BCC Regular Meeting **Discussion**
Meeting Date: 06/02/2016
Issue: Interlocal Agreement between Escambia County and ECUA Relating to a Potable Water System Improvement Project on Innerarity Island
From: Jack Brown, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Interlocal Agreement between Escambia County, Florida, and Emerald Coast Utilities Authority Relating to a ~~Portable~~ Potable Water System Improvement Project on Innerarity Island - Jack R. Brown, County Administrator

That the Board~~, subject to Legal review and sign-off,~~ approve and authorize the Chairman to sign the Interlocal Agreement between Escambia County, Florida, and Emerald Coast Utilities Authority, relating to a Potable Water System Improvement Project on Innerarity Island.

[Funding: Grant from the State of Florida, Fund 352, Cost Center 110211, Project Number 16 PF 3502]

BACKGROUND:

On March 21, 2014, the court ordered the County to become the receiver of IIDC, an abandoned wastewater and water utility. Escambia County has been working with ECUA to incorporate Innerarity Island into ECUA's water service area once certain repairs and upgrades are made. ECUA has agreed to oversee and manage the upgrades to the water utility system on Innerarity Island at no cost to ECUA or its ratepayers, and thereafter accept Innerarity Island within its water service area, and accept ownership of the water utility system on Innerarity Island.

BUDGETARY IMPACT:

The State of Florida has provided a Grant to cover the cost associated with the necessary upgrades. Fund 352, Cost Center 110211, Project Number 16 PF 3502.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has worked with ECUA's attorney to prepare this Interlocal Agreement.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon Board approval, the County will work with ECUA to upgrade the water utility system on Innerarity Island so that ECUA can accept ownership.

Attachments

Interlocal Agreement between Escambia County and ECUA

INTERLOCAL AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND EMERALD COAST UTILITIES AUTHORITY RELATING TO A POTABLE WATER SYSTEM IMPROVEMENT PROJECT ON INNERARITY ISLAND

THIS AGREEMENT is made on this ____ day of _____, 2016, by and between Escambia County, Florida a political subdivision of the State of Florida (hereinafter "County") with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502, and the Emerald Coast Utilities Authority, a local governmental body, corporate and politic, which was formed by the Florida Legislature as an independent special district (hereinafter "ECUA") with administrative offices located at 9255 Sturdevant Street, Pensacola, Florida 32514 (each at times also being referred to as a "Party" or collectively as "Parties").

WITNESSETH:

WHEREAS, ECUA provides potable water in certain defined areas in Escambia County, Florida;

WHEREAS, within the confines of Escambia County, Florida, there exists an area known as Innerarity Island;

WHEREAS, Innerarity Island is not and has never been within ECUA's service area;

WHEREAS, an entity known as the Innerarity Island Development Corporation formerly operated a water utility system on Innerarity Island;

WHEREAS, the Innerarity Island Development Corporation purchased potable water from ECUA, which the Innerarity Island Development Corporation then resold to its water utility customers;

WHEREAS, the Innerarity Island Development Corporation abandoned its water utilities early in the 2014 calendar year;

WHEREAS, the existing water utility system on Innerarity Island is in need of significant repairs and upgrades;

WHEREAS, ECUA is willing to accept the water utility system on Innerarity Island and incorporate Innerarity Island into its water service area in the event that the existing water utility system on Innerarity Island is upgraded prior to incorporating it into the ECUA water utility system;

WHEREAS, the Innerarity Island Development Corporation previously retained the professional engineering firm of Kenneth Horne & Associates, Inc. to evaluate and

assess the needed upgrades to Innerarity Island's water system;

WHEREAS, the County subsequently retained Kenneth Horne & Associates, Inc. to further evaluate, assess, and partially design the needed upgrades to Innerarity Island's water system;

WHEREAS, the Parties agree that it is in the best interest of the public health, safety, and welfare that the potable water system presently existing on Innerarity Island be repaired and upgraded so that it may be ultimately accepted by ECUA and that Innerarity Island be incorporated into ECUA's water service area;

WHEREAS, ECUA and the County desire to work together to incorporate Innerarity Island into ECUA's water service area once certain repairs and upgrades are made;

WHEREAS, the upgrades to Innerarity Island's water system have been partially designed by Kenneth Horne & Associates, Inc., but significant additional design is required before those upgrades could be publically advertised for bid;

WHEREAS, the Florida Legislature has appropriated funding to the County which would facilitate the desired upgrades to the water utility system on Innerarity Island;

WHEREAS, the County is willing to contribute the difference of those funds in a sufficient quantity to upgrade and repair the water utility system on Innerarity Island;

WHEREAS, ECUA has agreed to oversee and manage the upgrades to the water utility system on Innerarity Island at no cost to ECUA or its ratepayers, and thereafter accept Innerarity Island within its water service area, and accept ownership of the water utility system on Innerarity Island; and

WHEREAS, the Parties desire to enter into this Interlocal Agreement to define the respective rights and responsibilities toward completing the design and construction of the upgrades to the water utility system and incorporating that system into ECUA's service area.

NOW THEREFORE, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1
Purpose

1.1 The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Interlocal Agreement solely for the purposes expressed herein and for no other purpose which causes an estoppel to

arise against either Party in any litigation. Provided, however, that so long as this Agreement remains in effect, neither Party shall take any action, legal or otherwise, to alter their existing positions regarding the water utility system on Innerarity Island, as the Parties desire to work together towards a solution to the water utility issues on Innerarity Island. This Agreement, however, shall not impede or restrict in any way the County's ability to litigate, settle or take any legal action against any non-parties to this Agreement in the litigation known as Escambia County v. Innerarity Island Development Corporation and Katy Collins, as Personal Representative, Estate of Fayette Dennison, now pending in Escambia County Circuit Court. Moreover, this Interlocal Agreement, as it may be amended from time to time, shall define the Parties' responsibilities in reference to the water utility system on Innerarity Island.

1.2 This Interlocal Agreement (hereinafter "Agreement") defines the responsibilities of each Party participating in the Innerarity Island Potable Water Project (hereinafter the "Project"), as set forth herein.

ARTICLE 2
Responsibilities of Parties

2.1 The County agrees to ensure that the water utility system shall be wholly transferred to ECUA upon successful completion of the Project, as defined in this Agreement. The parties agree the sewer system shall be addressed subsequently by separate agreement.

2.2 ECUA shall promptly retain a professional engineering firm to finalize the design of the needed repairs and upgrades to Innerarity Island's water system with sufficient specificity for ECUA to publically advertise and receive bids for the construction of the Project.

2.3 Thereafter, assuming the bids are less than the remaining funds in the Florida Legislature's appropriation, ECUA shall issue a contract for the construction of those upgrades and repairs. All such work shall be carried out in a reasonably prompt and diligent manner.

2.4 The County agrees to promptly reimburse to ECUA, in accordance with the terms of this Agreement, all of the Costs of the Project in the amount hereinafter set forth in Section 4.1. Those funds shall solely be used on the Project, generally described in Exhibit "A", which is attached hereto and incorporated by reference herein.

2.5 Moreover, upon completion, the County agrees to convey ownership of said water utility system to ECUA. Thereafter, ECUA shall own, operate and maintain said system. Additionally, upon acceptance of that water utility system, Innerarity Island will also become part of ECUA's water service area; and the County will execute all documents necessary or convenient to evidence same.

2.6 ECUA is not agreeing to and is under no obligation to financially participate in the Costs of the Project or otherwise financially contribute to the Project. Indeed, the Parties understand and acknowledge that ECUA's participation in this Agreement is at no cost to either ECUA or its ratepayers. However, the Parties acknowledge that ECUA provides substantial benefit to the Project by advancing the Costs of the Project prior to and subject to reimbursement from the County; overseeing the public advertising, bidding, and awarding of the contracts for both the design and construction of the Project; and otherwise adding benefit to the Project through its expertise in water utility systems. Given the above, as well as ECUA's donating limited employee time towards the Project, at no time will the County request financial participation on the part of ECUA on the Project.

2.7 This Agreement, after being properly executed by the Parties, shall become effective upon filing with the Clerk of the Circuit Court of Escambia County. The County shall be responsible for such filing.

2.8 Subsequent to ECUA's acceptance of the water utility system on Innerarity Island and incorporating Innerarity Island into its water service area, ECUA shall provide customer account information, water consumption information, and termination of service for nonpayment of sewer charges pursuant to a Service Agreement the Parties anticipate entering into at or around the time ownership is transferred to ECUA.

2.9 Subject to any claim of sovereign immunity, each Party to this Agreement shall be fully liable for the acts and omissions of its respective employees and agents in the performance of this Agreement to the extent permitted by law. Furthermore, nothing in this Agreement nor any act of the Parties shall be deemed or construed by the Parties hereto or by any third party to create a relationship of principal and agent, joint venture, business affiliation, or any association whatsoever between ECUA and the County.

2.10 The Parties are not waiving any legal arguments, claims or defenses by participating in this Agreement.

ARTICLE 3
Contract Time

3.1 It is anticipated by the Parties that the time for completion of the Project, as generally described in Exhibit "A", shall be within one (1) year from ECUA's issuance of a Notice to Proceed to a selected contractor, absent rain delays or other unforeseen conditions and/or events.

ARTICLE 4
Compensation and Method of Payment

4.1 County agrees to reimburse ECUA for the Costs of the Project as

generally described in Exhibit "A", including but not necessarily limited to property and equipment costs, engineering and design services, and construction costs, in an amount not to exceed Six Hundred Thousand Dollars ($600,000).[1] In the event that ECUA determines that the estimated Costs of the Project will exceed $600,000 upon the opening of publicly advertised bids for construction of the Project, then either Party may elect to terminate this Agreement and not proceed with construction of the Project. In the event the Project proceeds post bidding and during the course of construction it is learned that the Costs of the Project will exceed $600,000, then the Parties shall meet and decide how to proceed, if at all. If the decision is made by either the County or ECUA not to proceed with the Project, then ECUA shall promptly bring the Project to a close, with the County responsible for all costs associated with terminating and closing the Project. In the event of termination of the Agreement in accordance with this paragraph, ECUA shall be entitled to compensation as set forth in paragraph 8.2, below.

4.2 ECUA may periodically submit invoices to the County for reimbursement of the Costs of the Project, but requests for payment shall not be made more frequently than once a month. The County will promptly reimburse ECUA for its expenditures on the Costs of the Project. Final payment shall be made at the time that the property and improvements are conveyed to ECUA.

4.3 Upon request, ECUA shall provide to the County copies of any payment documentation and such other financial documents as the County may reasonably require to verify Project costs.

4.4 Invoices and other requests will be sent to:

Escambia County
Attn: Engineering Department
1190 West Leonard Street
Pensacola, Florida 32501

4.5 Payments and other requests will be sent to:

Emerald Coast Utilities Authority
William E. Johnson, Jr., P.E., P.L.S.
Engineering Director
P.O. Box 15311
9255 Sturdevant Avenue
Pensacola, Florida 32514

ARTICLE 5
Ownership of Improvements and Property

[1] This agreement to reimburse includes Costs of the Project incurred prior to entry into this Agreement as well as after.

5.1 Title to the improvements specified in Exhibit "A" shall pass to ECUA as provided herein upon ECUA's acceptance of the work. The County shall, upon reasonable notice, have the right to inspect all such work prior to ECUA's acceptance.

ARTICLE 6
Easements

6.1 The County shall cooperate with ECUA in obtaining such easements and rights of way as may be required for successful completion of this work and/or maintenance of water utility system thereafter.

ARTICLE 7
Force Majeure

7.1 In the event that performance by the Parties of any of its obligations under this Agreement shall be interrupted, delayed, or prevented by any occurrence not occasioned by the conduct of such party, whether such occurrence be an act of God or any other occurrence whatsoever this is beyond the reasonable control of such party, including a change in environmental law or regulation rendering performance impractical or impossible, then such party shall be excused from such performance for such period of time as is reasonably necessary after the occurrence to remedy the effects thereof, or until such performance is no longer impractical or impossible.

ARTICLE 8
General Provisions

8.1 Ownership of Documents: Drawings, specifications, design, models, photographs, reports, surveys, and other data produced by the County in connection with this Agreement are and shall remain the property of the County in connection with this Agreement are and shall remain the property of the County whether the work for which they were made is completed or not. Moreover, drawings, specifications, design, models, photographs, reports, surveys, and other data produced by ECUA or its agents in connection with this Agreement are and shall remain the property of ECUA or its agents whether the work for which they were made is completed or not.

8.2 Termination: In addition to the termination rights articulated in paragraph 4.1, above, this Agreement may be terminated by either the County or ECUA for cause, upon thirty (30) days written notice by the terminating party to the other parties of such termination, in which event ECUA shall be paid compensation for all work performed by it and its contractor/s prior to the termination date, including all reimbursable expenses then due or incurred prior to the date of termination.

8.3 Records: The Parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be

subject to disclosure to 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, another Party may, without prejudice to any right or remedy and after giving that Party, seven (7) calendar days written notice, during which period the Party fails to allow access to such documents, terminate this Agreement.

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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 Chairperson, duly authorized to execute same by Board action on the ___ day of _____, 2016 and Emerald Coast Utilities Authority, by and through its Chairman, duly authorized to execute same.

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

By: _____
Grover C. Robinson, IV, Chairman

Date: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk
(SEAL)

Approved as to form and legal sufficiency.
By/Title: Asst. County Attorney
Date: May 27, 2016

EMERALD COAST UTILITIES AUTHORITY SEAL 1981 FLORIDA

ATTEST:

By: _____
Secretary

EMERALD COAST UTILITIES AUTHORITY, a local governmental body, corporate and politic.

By: _____

Stephen E. Sorrell, Executive Director

Date: 5.26.16

EXHIBIT "A"

Innerarity Island – Potable Water System Improvements

Scope of Work

Project Location: The project is located on Innerarity Island in Escambia County, Florida. See Figure 1 for a graphical depiction of the project location and limits.

Project Description: Water system improvements are expected to consist of:
a) a very limited number of small diameter water main relocations to remove encroachments of the water facilities from private properties. The Innerarity Island Utilities System Evaluation Report identified encroachments at 21 locations totaling 1795 linear feet. The Innerarity Island Homeowners Association (II HOA) has agreed to work with the Owners to secure easements eliminating the need for the relocations. The relocation of any unresolved encroachments will be incorporated into Construction Contract.
b) installation of approximately 7 system isolation valves,
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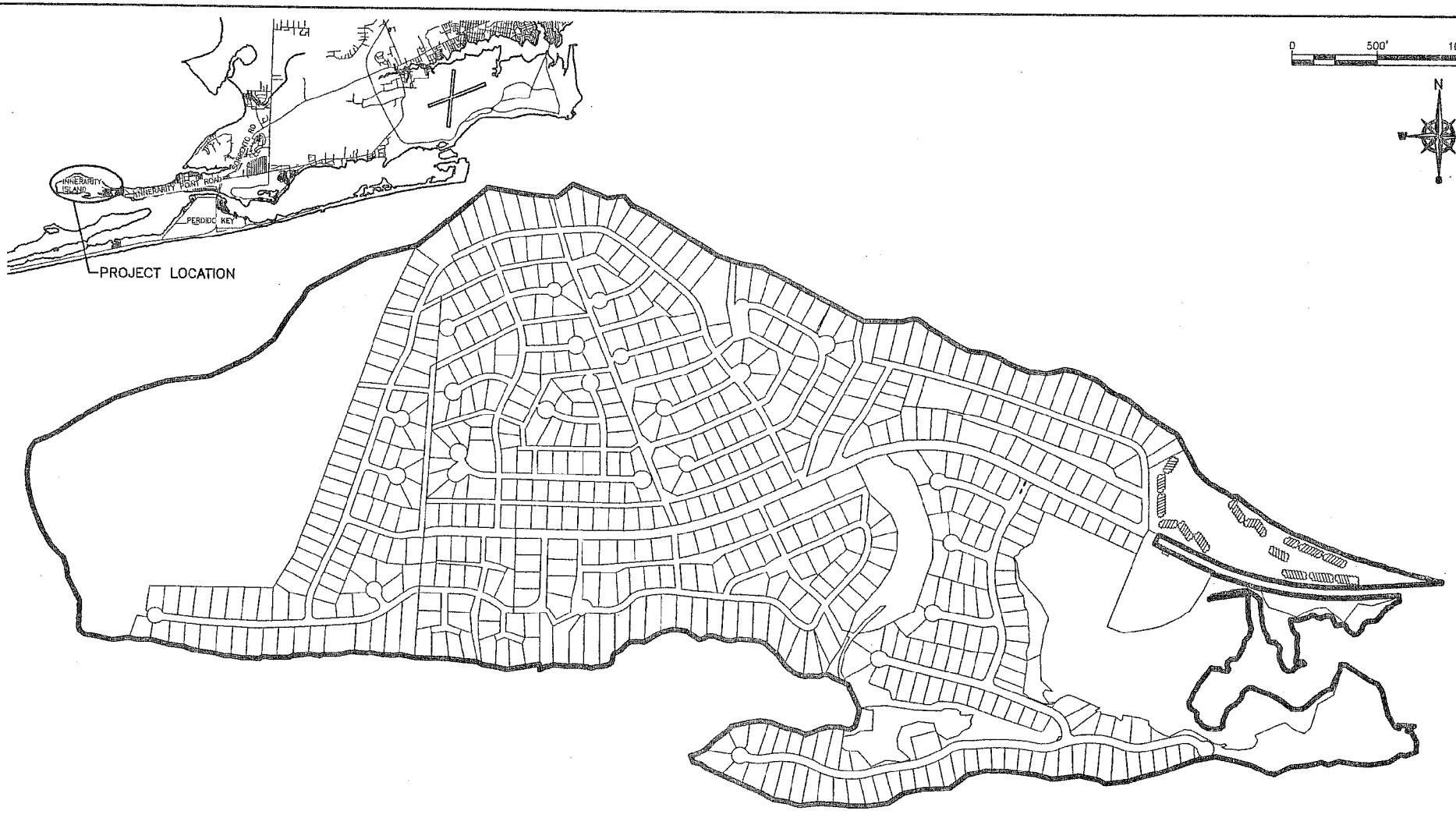
The specific quantities described above are based upon a conceptual design effort and are subject to slight modification within the process of development of the Final Construction Documents.

Figure 1



KH&A Kenneth Horne & Associates, Inc.
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NO.	REVISIONS	APPROVED BY	DATE
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PROJECT NAME: II UTILITY TRANSFER

IIDC FRANCHISE AREA

PROJECT NO.: 2015-24

BY: DIC DATE: AUG 2015

SHEET 1 OF 1

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-10391 **County Administrator's Report 9. 5.**
BCC Regular Meeting **Discussion**
Meeting Date: 06/02/2016
Issue: Interlocal Agreement between Escambia County and ECUA Relating to a Potable Water System Improvement Project on Innerarity Island
From: Jack Brown, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Interlocal Agreement between Escambia County, Florida ,and Emerald Coast Utilities Authority Relating to a Portable Water System Improvement Project on Innerarity Island - Jack R. Brown, County Administrator

That the Board, subject to Legal review and sign-off, approve and authorize the Chairman to sign the Interlocal Agreement between Escambia County, Florida, and Emerald Coast Utilities Authority, relating to a Potable Water System Improvement Project on Innerarity Island.

[Funding: Grant from the State of Florida, Fund 352, Cost Center 110211, Project Number 16 PF 3502]

BACKGROUND:

On March 21, 2014, the court ordered the County to become the receiver of IIDC, an abandoned wastewater and water utility. Escambia County has been working with ECUA to incorporate Innerarity Island into ECUA's water service area once certain repairs and upgrades are made. ECUA has agreed to oversee and manage the upgrades to the water utility system on Innerarity Island at no cost to ECUA or its ratepayers, and thereafter accept Innerarity Island within its water service area, and accept ownership of the water utility system on Innerarity Island.

BUDGETARY IMPACT:

The State of Florida has provided a Grant to cover the cost associated with the necessary upgrades. Fund 352, Cost Center 110211, Project Number 16 PF 3502.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has worked with ECUA's attorney to prepare this Interlocal Agreement.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon Board approval, the County will work with ECUA to upgrade the water utility system on Innerarity Island so that ECUA can accept ownership.

Attachments

Interlocal Agreement between Escambia County and ECUA

INTERLOCAL AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND EMERALD COAST UTILITIES AUTHORITY RELATING TO A POTABLE WATER SYSTEM IMPROVEMENT PROJECT ON INNERARITY ISLAND

THIS AGREEMENT is made on this ____ day of _____, 2016, by and between Escambia County, Florida a political subdivision of the State of Florida (hereinafter "County") with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502, and the Emerald Coast Utilities Authority, a local governmental body, corporate and politic, which was formed by the Florida Legislature as an independent special district (hereinafter "ECUA") with administrative offices located at 9255 Sturdevant Street, Pensacola, Florida 32514 (each at times also being referred to as a "Party" or collectively as "Parties").

WITNESSETH:

WHEREAS, ECUA provides potable water in certain defined areas in Escambia County, Florida;

WHEREAS, within the confines of Escambia County, Florida, there exists an area known as Innerarity Island;

WHEREAS, Innerarity Island is not and has never been within ECUA's service area;

WHEREAS, an entity known as the Innerarity Island Development Corporation formerly operated a water utility system on Innerarity Island;

WHEREAS, the Innerarity Island Development Corporation purchased potable water from ECUA, which the Innerarity Island Development Corporation then resold to its water utility customers;

WHEREAS, the Innerarity Island Development Corporation abandoned its water utilities early in the 2014 calendar year;

WHEREAS, the existing water utility system on Innerarity Island is in need of significant repairs and upgrades;

WHEREAS, ECUA is willing to accept the water utility system on Innerarity Island and incorporate Innerarity Island into its water service area in the event that the existing water utility system on Innerarity Island is upgraded prior to incorporating it into the ECUA water utility system;

WHEREAS, the Innerarity Island Development Corporation previously retained the professional engineering firm of Kenneth Horne & Associates, Inc. to evaluate and

assess the needed upgrades to Innerarity Island's water system;

WHEREAS, the County subsequently retained Kenneth Horne & Associates, Inc. to further evaluate, assess, and partially design the needed upgrades to Innerarity Island's water system;

WHEREAS, the Parties agree that it is in the best interest of the public health, safety, and welfare that the potable water system presently existing on Innerarity Island be repaired and upgraded so that it may be ultimately accepted by ECUA and that Innerarity Island be incorporated into ECUA's water service area;

WHEREAS, ECUA and the County desire to work together to incorporate Innerarity Island into ECUA's water service area once certain repairs and upgrades are made;

WHEREAS, the upgrades to Innerarity Island's water system have been partially designed by Kenneth Horne & Associates, Inc., but significant additional design is required before those upgrades could be publically advertised for bid;

WHEREAS, the Florida Legislature has appropriated funding to the County which would facilitate the desired upgrades to the water utility system on Innerarity Island;

WHEREAS, the County is willing to contribute the difference of those funds in a sufficient quantity to upgrade and repair the water utility system on Innerarity Island;

WHEREAS, ECUA has agreed to oversee and manage the upgrades to the water utility system on Innerarity Island at no cost to ECUA or its ratepayers, and thereafter accept Innerarity Island within its water service area, and accept ownership of the water utility system on Innerarity Island; and

WHEREAS, the Parties desire to enter into this Interlocal Agreement to define the respective rights and responsibilities toward completing the design and construction of the upgrades to the water utility system and incorporating that system into ECUA's service area.

NOW THEREFORE, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1
Purpose

1.1 The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Interlocal Agreement solely for the purposes expressed herein and for no other purpose which causes an estoppel to

arise against either Party in any litigation. Provided, however, that so long as this Agreement remains in effect, neither Party shall take any action, legal or otherwise, to alter their existing positions regarding the water utility system on Innerarity Island, as the Parties desire to work together towards a solution to the water utility issues on Innerarity Island. This Agreement, however, shall not impede or restrict in any way the County's ability to litigate, settle or take any legal action against any non-parties to this Agreement in the litigation known as Escambia County v. Innerarity Island Development Corporation and Katy Collins, as Personal Representative, Estate of Fayette Dennison, now pending in Escambia County Circuit Court. Moreover, this Interlocal Agreement, as it may be amended from time to time, shall define the Parties' responsibilities in reference to the water utility system on Innerarity Island.

1.2 This Interlocal Agreement (hereinafter "Agreement") defines the responsibilities of each Party participating in the Innerarity Island Potable Water Project (hereinafter the "Project"), as set forth herein.

ARTICLE 2
Responsibilities of Parties

2.1 The County agrees to ensure that the water utility system shall be wholly transferred to ECUA upon successful completion of the Project, as defined in this Agreement. The parties agree the sewer system shall be addressed subsequently by separate agreement.

2.2 ECUA shall promptly retain a professional engineering firm to finalize the design of the needed repairs and upgrades to Innerarity Island's water system with sufficient specificity for ECUA to publically advertise and receive bids for the construction of the Project.

2.3 Thereafter, assuming the bids are less than the remaining funds in the Florida Legislature's appropriation, ECUA shall issue a contract for the construction of those upgrades and repairs. All such work shall be carried out in a reasonably prompt and diligent manner.

2.4 The County agrees to promptly reimburse to ECUA, in accordance with the terms of this Agreement, all of the Costs of the Project in the amount hereinafter set forth in Section 4.1. Those funds shall solely be used on the Project, generally described in Exhibit "A", which is attached hereto and incorporated by reference herein.

2.5 Moreover, upon completion, the County agrees to convey ownership of said water utility system to ECUA. Thereafter, ECUA shall own, operate and maintain said system. Additionally, upon acceptance of that water utility system, Innerarity Island will also become part of ECUA's water service area; and the County will execute all documents necessary or convenient to evidence same.

2.6 ECUA is not agreeing to and is under no obligation to financially participate in the Costs of the Project or otherwise financially contribute to the Project. Indeed, the Parties understand and acknowledge that ECUA's participation in this Agreement is at no cost to either ECUA or its ratepayers. However, the Parties acknowledge that ECUA provides substantial benefit to the Project by advancing the Costs of the Project prior to and subject to reimbursement from the County; overseeing the public advertising, bidding, and awarding of the contracts for both the design and construction of the Project; and otherwise adding benefit to the Project through its expertise in water utility systems. Given the above, as well as ECUA's donating limited employee time towards the Project, at no time will the County request financial participation on the part of ECUA on the Project.

2.7 This Agreement, after being properly executed by the Parties, shall become effective upon filing with the Clerk of the Circuit Court of Escambia County. The County shall be responsible for such filing.

2.8 Subsequent to ECUA's acceptance of the water utility system on Innerarity Island and incorporating Innerarity Island into its water service area, ECUA shall provide customer account information, water consumption information, and termination of service for nonpayment of sewer charges pursuant to a Service Agreement the Parties anticipate entering into at or around the time ownership is transferred to ECUA.

2.9 Subject to any claim of sovereign immunity, each Party to this Agreement shall be fully liable for the acts and omissions of its respective employees and agents in the performance of this Agreement to the extent permitted by law. Furthermore, nothing in this Agreement nor any act of the Parties shall be deemed or construed by the Parties hereto or by any third party to create a relationship of principal and agent, joint venture, business affiliation, or any association whatsoever between ECUA and the County.

2.10 The Parties are not waiving any legal arguments, claims or defenses by participating in this Agreement.

ARTICLE 3
Contract Time

3.1 It is anticipated by the Parties that the time for completion of the Project, as generally described in Exhibit "A", shall be within one (1) year from ECUA's issuance of a Notice to Proceed to a selected contractor, absent rain delays or other unforeseen conditions and/or events.

ARTICLE 4
Compensation and Method of Payment

4.1 County agrees to reimburse ECUA for the Costs of the Project as

generally described in Exhibit "A", including but not necessarily limited to property and equipment costs, engineering and design services, and construction costs, in an amount not to exceed Six Hundred Thousand Dollars ($600,000).[1] In the event that ECUA determines that the estimated Costs of the Project will exceed $600,000 upon the opening of publicly advertised bids for construction of the Project, then either Party may elect to terminate this Agreement and not proceed with construction of the Project. In the event the Project proceeds post bidding and during the course of construction it is learned that the Costs of the Project will exceed $600,000, then the Parties shall meet and decide how to proceed, if at all. If the decision is made by either the County or ECUA not to proceed with the Project, then ECUA shall promptly bring the Project to a close, with the County responsible for all costs associated with terminating and closing the Project. In the event of termination of the Agreement in accordance with this paragraph, ECUA shall be entitled to compensation as set forth in paragraph 8.2, below.

4.2 ECUA may periodically submit invoices to the County for reimbursement of the Costs of the Project, but requests for payment shall not be made more frequently than once a month. The County will promptly reimburse ECUA for its expenditures on the Costs of the Project. Final payment shall be made at the time that the property and improvements are conveyed to ECUA.

4.3 Upon request, ECUA shall provide to the County copies of any payment documentation and such other financial documents as the County may reasonably require to verify Project costs.

4.4 Invoices and other requests will be sent to:

Escambia County
Attn: Engineering Department
1190 West Leonard Street
Pensacola, Florida 32501

4.5 Payments and other requests will be sent to:

Emerald Coast Utilities Authority
William E. Johnson, Jr., P.E., P.L.S.
Engineering Director
P.O. Box 15311
9255 Sturdevant Avenue
Pensacola, Florida 32514

ARTICLE 5
Ownership of Improvements and Property

[1] This agreement to reimburse includes Costs of the Project incurred prior to entry into this Agreement as well as after.

5.1 Title to the improvements specified in Exhibit "A" shall pass to ECUA as provided herein upon ECUA's acceptance of the work. The County shall, upon reasonable notice, have the right to inspect all such work prior to ECUA's acceptance.

ARTICLE 6
Easements

6.1 The County shall cooperate with ECUA in obtaining such easements and rights of way as may be required for successful completion of this work and/or maintenance of water utility system thereafter.

ARTICLE 7
Force Majeure

7.1 In the event that performance by the Parties of any of its obligations under this Agreement shall be interrupted, delayed, or prevented by any occurrence not occasioned by the conduct of such party, whether such occurrence be an act of God or any other occurrence whatsoever this is beyond the reasonable control of such party, including a change in environmental law or regulation rendering performance impractical or impossible, then such party shall be excused from such performance for such period of time as is reasonably necessary after the occurrence to remedy the effects thereof, or until such performance is no longer impractical or impossible.

ARTICLE 8
General Provisions

8.1 Ownership of Documents: Drawings, specifications, design, models, photographs, reports, surveys, and other data produced by the County in connection with this Agreement are and shall remain the property of the County in connection with this Agreement are and shall remain the property of the County whether the work for which they were made is completed or not. Moreover, drawings, specifications, design, models, photographs, reports, surveys, and other data produced by ECUA or its agents in connection with this Agreement are and shall remain the property of ECUA or its agents whether the work for which they were made is completed or not.

8.2 Termination: In addition to the termination rights articulated in paragraph 4.1, above, this Agreement may be terminated by either the County or ECUA for cause, upon thirty (30) days written notice by the terminating party to the other parties of such termination, in which event ECUA shall be paid compensation for all work performed by it and its contractor/s prior to the termination date, including all reimbursable expenses then due or incurred prior to the date of termination.

8.3 Records: The Parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be

subject to disclosure to 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, another Party may, without prejudice to any right or remedy and after giving that Party, seven (7) calendar days written notice, during which period the Party fails to allow access to such documents, terminate this Agreement.

8.4 Assignment: This Agreement or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by any Party, without the prior written consent of all other Parties.

8.5 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.

8.6 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 the subject of this Agreement shall lie in Escambia County, Florida.

8.7 Interpretation: For the purpose 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 any 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 the Agreement, the Party shall immediately notify all other Parties and request clarification of this Agreement.

(b) This Agreement shall not be more strictly construed against any party hereto by reason of the fact that one Party may have drafted or prepared any or all of the terms and provisions hereof.

8.8 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 it did not contain such invalid or unenforceable portion or provision.

8.9 Further Documents: The parties shall execute and deliver all documents and perform further actions that may reasonably be necessary to effectuate the provisions of this Agreement.

8.10 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.

8.11 All 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, it is agreed that no deviation from the terms 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.

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 Chairperson, duly authorized to execute same by Board action on the ___ day of _____, 2016 and Emerald Coast Utilities Authority, by and through its Chairman, duly authorized to execute same.

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

By: _____
Grover C. Robinson, IV, Chairman

Date: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk
(SEAL)

EMERALD COAST UTILITIES AUTHORITY, a local governmental body, corporate and politic.

By: _____

Stephen E. Sorrell, Executive Director

Date: _____

ATTEST:

By: _____
Secretary

EXHIBIT "A"

Innerarity Island – Potable Water System Improvements

Scope of Work

Project Location: The project is located on Innerarity Island in Escambia County, Florida. See Figure 1 for a graphical depiction of the project location and limits.

Project Description: Water system improvements are expected to consist of:
a) a very limited number of small diameter water main relocations to remove encroachments of the water facilities from private properties. The Innerarity Island Utilities System Evaluation Report identified encroachments at 21 locations totaling 1795 linear feet. The Innerarity Island Homeowners Association (II HOA) has agreed to work with the Owners to secure easements eliminating the need for the relocations. The relocation of any unresolved encroachments will be incorporated into Construction Contract.
b) installation of approximately 7 system isolation valves,
c) installation of approximately 3 new fire hydrants,
d) modification of dead end water lines to provide either flush valves or circulation loops at 17 locations,
e) approximately 198 water service renewals to remove polybutylene tubing and replace meters with ECUA standard meters, and

f) approximately 3,000 linear feet of new 6" water main on North Shore Drive as replacement for an existing 4" main".

The specific quantities described above are based upon a conceptual design effort and are subject to slight modification within the process of development of the Final Construction Documents.

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

2016000612

4. OLFx

Motion made by Commissioner Robertson, seconded by Commissioner Underhill, and carried unanimously, taking the following action:

A. Allocating $430,732 from the existing $5,000,000 set aside from the OLFx project for payment to Naval Facilities Engineering Command (NAVFAC), for administrative costs associated with the proposed land swap for the OLFx project;

B. Authorizing payment of 50% of the above-noted allocation, in the amount of $215,366, to NAVFAC for the administrative costs; and

C. Authorizing the County Administrator to make future payments to NAVFAC upon receipt of invoice and appropriate documentation, up to the maximum authorized budget of $430,732.

(Funding Source: Local Option Sales Tax Fund 352, Cost Center 110273, Project 16PF3518)

2016000613

5. Interlocal Agreement with ECUA

Motion made by Commissioner Underhill, seconded by Commissioner Barry, and carried unanimously, approving, and authorizing the Chairman to sign, the Interlocal Agreement between Escambia County, Florida, and Emerald Coast Utilities Authority (ECUA), relating to a Potable Water System Improvement Project on Innerarity Island (Funding: Grant from the State of Florida, Fund 352, Cost Center 110211, Project Number 16 PF 3502).

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11483 **County Administrator's Report 9. 13.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 01/05/2017
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 the Issuance of a Purchase Order on Contract PD 14-15.064, General Paving and Drainage Agreement - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve the issuance of a Purchase Order on Contract PD 14-15.064, General Paving and Drainage Agreement to Roads, Inc. of NWF, in the amount of $231,407.49, for the Valkyry Way Drainage Improvement Project - Municipal Services Benefits Unit (MSBU).

[Funding Source: Fund 177, MSBU Assessment Program, Cost Center 142003 "Valkyry Way Drainage Improvement Project," Object Code 56301]

BACKGROUND:

A Purchase Order will be issued on Contract PD 14-15.064 "General Paving and Drainage Agreement" to Roads, Inc. of NWF, for the Valkyry Way Drainage Improvement Project (MSBU). The plans for project include construction of a new 22' wide roadway, new curbing, a new pipe culvert, and new ditches and swales on or along Valkyry Way to improve drainage and alleviate flooding issues. Contract time for this project will be 150 days. The total cost of this project is $231,407.49.

This is an MSBU project. MSBU Special Assessments are collected through the "Uniform Method of Collection" as authorized in Florida Statute 197.3632 and are billed along with other property taxes each November.

Since this is an MSBU project, the funding and cost center information was not included in the original Board approval awarding the over $50K Purchase Orders for the Public Works Department.

BUDGETARY IMPACT:

Funds are available in Fund 177, MSBU Assessment Program, Cost Center 142003 "Valkyry Way Drainage Improvement Project", Object Code 56301.

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

RFF with Backup Valkyry

MSBU Guidelines

Escambia County Public Works Department
Engineering Division
3363 W. Park Place
Pensacola, Florida 32505

CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS (RFF)

Project Name:	Valkyry Way Drainage Improvements - MSBU
Project ID:	ENG1920
Location:	Off of Stefani Rd, between 10 Mile Road and West Roberts Road; District 5
Project Manager:	Nick Chauvin
Date:	11/23/2016

Digitally signed by Nicolas Chauvin
DN: cn=Nicolas Chauvin, o=Public Works Department - Engineering Division, ou=Escambia County Board of County Commissioners, email=Nick_Chauvin@myescambia.com, c=US
Date: 2016.11.29 16:08:30 -06'00'

Digitally signed by Joy Jones
DN: cn=Joy Jones, o=Engineering, ou=Public Works, email=Joy_Jones@co.escambia.fl.us, c=US
Date: 2016.11.29 16:33:40 -06'00'

Signature Approval, Division Chief

This section to be completed by Project Managers:

DESCRIPTION OF REQUEST

RFF requesting funds of $231,407.49 to Roads, Inc. of NWF to construct a new 22' wide roadway, new curbing, a new pipe culvert, and new ditches and swales on or along Valkyry Way to improve drainage and alleviate flooding issues. This project is a MSBU project. Contract time for this project will be 150 days.

MSBU Fund 177

Cost Center 142003/56301

R Lambert 11/30/2016

Attached backup documentation	18	page (s).
RFF/NTP Start Date	1/9/2017	or Upon Issuance of Notice to Proceed
Time shall be increased/decreased by	150	calendar days.
	6/8/2017	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	14-16.064. 9X	Contractor	Roads, Inc. of NWF		$ 231,407.49
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				$ -	$ (231,407.49)

This section to be completed by Administration to accomplish fund transfer:

	Fund	Project #	Project Name	Amount
From:				
To:				

Transfer

County Engineer Signature

Transferred by

Transfer Date

Posted to Expedition
Date:

H:\ENG\FileSystem\Projects\V\Valkyry Way Roadway _Appaloosa\Funding\Construction\RFF_Roads Inc_11-23-16.xlsx

Escambia County Public Works Department
Engineering Division
3363 W. Park Place
Pensacola, Florida 32505

Capital Improvement Projects - Work Order (WO)

1.) Date: **11/23/2016**

2.) Project name: **Valkyry Way Drainage Improvements - MSBU**

3.) Contract No: **14-15.064.9X**

4.) Description of Services to be Performed:
RFF requesting funds of $231,407.49 to Roads, Inc. of NWF to construct a new 22' wide roadway, new curbing, a new pipe culvert, and new ditches and swales on or along Valkyry Way to improve drainage and alleviate flooding issues. This project is a MSBU project. Contract time for this project will be 150 days.

5.) Negotiated Cost of Construction: $ **$ 231,407.49**

6.) Location Work is to be Performed:

Off of Stefani Rd, between 10 Mile Road and West Roberts Road; District 5

7.) Period of Time Services are to be Accomplished:
Starting Date of Work: **1/9/2017** or Upon Issuance of Notice to Proceed
Days to Complete **150**
Completion Date of Work: **6/8/2017**

Schedule for Work Requested and Received

Digitally signed by Nicolas Chauvin
DN: cn=Nicolas Chauvin, o=Public Works Department - Engineering Division, ou=Escambia County Board of County Commissioners, email=Nick_Chauvin@myescambia.com, c=US
Date: 2016.11.29 16:08:50 -06'00'

Date: 11-29-16

Project Manager

Work Order Approved

Joy Jones

Digitally signed by Joy Jones
DN: cn=Joy Jones, o=Engineering, ou=Public Works, email=Joy_Jones@co.escambia.fl.us, c=US
Date: 2016.11.29 16:33:17 -06'00'

Date: 11-29-16

Division Chief

Negotiated Work Order Accepted

Date: 11-29-16

Contractor Representative

Work Order Completed

Date:

Contractor Representative

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Valkyry Way MSBU ENG 1920						
Date 11/23/2016		PD14-15.064 General Paving and Drainage Pricing Agreement			Roads, Inc. of NWF	
		Valid From October 1, 2016 till September 30, 2017				
Section	Category	Sub-Category	Quantity	Units	Unit Price	Ext Cost
02100-	00101	Mobilization, 0 - 15 Miles	1	EA	$2,500.00	$2,500.00
03100-	00101	Clearing and Grubbing, per County Specifications 2230	0.6	ACRE	$5,500.00	$3,300.00
03100-	00104	Remove Tree, less than 12"	24	EA	$300.00	$7,200.00
03100-	00105	Remove Tree, 13"-24"	9	EA	$950.00	$8,550.00
03100-	00106	Remove Tree, 25"-48"	1	EA	$1,500.00	$1,500.00
03100-	00110	Replace Brick or Stucco Mailbox with FDOT approved Heavy Duty Plastic Mailbox w/ Rear Door and Post.	5	EA	$400.00	$2,000.00
03100-	00112	Relocate existing standard mailbox	1	EA	$150.00	$150.00
04100-	00101	Earthwork Excavation by machine	1000	CY	$5.00	$5,000.00
04100-	00104	Earthwork Borrow, FDOT Specification 120-2.2.2	335	CY	$12.00	$4,020.00
04100-	00107	Earthwork Establishing Grade, County Specs 2300	2500	SY	$1.49	$3,725.00
04100-	00109	Remove and Replace Unsuitable Materials	1200	CY	$14.00	$16,800.00
04100-	00116	Dewatering, Earthen Dam	75	CY	$11.80	$885.00
04100-	00118	Dewatering, Well Point	100	LF	$17.00	$1,700.00
05200-	00104	1 1/2" County Spec 2500 Type SP 12.5 Asphalt Concrete Surface, over 1500sy	3135	SY	$6.00	$18,810.00
05200-	00105	2" County Spec 2500 Type SP 12.5 Asphalt, less than 1500sy	559	SY	$8.20	$4,583.80
05700-	00108	Remove Existing Asphalt, 2" Average Depth	2198	SY	$2.00	$4,396.00
05700-	00111	Saw cut Existing Asphalt	22	LF	$1.90	$41.80
06100-	00101	8" Stabilized Subgrade, County Spec 2300, less than 1000sy	192	SY	$2.00	$384.00
06100-	00106	12" Stabilized Subgrade, County Spec 2300, over 1000sy	3660	SY	$1.55	$5,673.00
06200-	00104	6" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, over 1000sy	3660	SY	$12.80	$46,848.00
07200-	00117	Temporary Stop Bar	22	LF	$4.05	$89.10
07300-	00117	Thermoplastic Stop Bar	22	LF	$7.08	$155.76
07400-	00102	Stop Sign, R1-1	1	EA	$215.00	$215.00
08100-	00110	FDOT Type F Curb And Gutter, FDOT Index 300, over 500lf	500	LF	$13.50	$6,750.00
08100-	00119	1' Ribbon Curb, Per County Detail, over 500lf	2250	LF	$11.50	$25,875.00
08200-	00102	4" Fiber Reinforced Concrete Driveway, over 100sy	192	SY	$33.00	$6,336.00
08500-	00101	Saw cut Existing Concrete	98	LF	$2.25	$220.50
08500-	00103	Remove Existing Concrete, 4" thick	294	SY	$5.00	$1,470.00
08600-	00101	Misc. Concrete	2	CY	$350.00	$700.00
09200-	00805	19" X 30" ERCP Pipe, 0'-6' depth	64	LF	$64.00	$4,096.00
09300-	00303	19" X 30" ERCP Cross Drain MES, FDOT Index 272, 280	4	EA	$1,100.00	$4,400.00
09500-	00104	Pipe Removal, 6"-24"	117	LF	$15.00	$1,755.00
09500-	00108	Remove Existing Concrete Headwall, 6"-24" Pipe	2	EA	$400.00	$800.00
09500-	00112	Remove MES for 6"-24" (or equivalent) pipe	2	EA	$250.00	$500.00
11400-	00103	Relocate Water Meter	3	EA	$325.00	$975.00
13100-	00102	Centipede Sod, Staked, over 1000sy	4500	SY	$2.75	$12,375.00
13200-	00101	18" Depth Rip Rap Rubble w/ 4" Bedding Stone and Geotextile	66	SY	$90.00	$5,940.00
13300-	00102	Silt Fence Type III, over 500lf	1730	LF	$2.00	$3,460.00
13300-	00109	Baled Hay or Straw	60	EA	$9.00	$540.00
13300-	00113	NPDES Construction General Permit, NOI, and NOT (including SWPPP and monitoring), for use only with disturbed areas over 1.0 acre	1	EA	$1,000.00	$1,000.00
14400-	00102	Remove Existing Split Rail Fence	192	LF	$2.00	$384.00
			Sub Totals			$216,102.96
07900-	00100	MOT Based on section 07900-00100 and sub total of project				$9,000.00
01100-	00100	Performance and Payment Bond (Required for projects over $25,000.00)				$2,363.58
			Grand Total			$227,466.54
		Balance of Line (may not exceed 25% of total cost)	Qty	Units		
		Sprinkler System Repairs	1	LS	$3,900.00	$3,900.00
		Balance of Line Total				$3,900.00
		Additional Performance and Payment Bond				$40.95
		Revised Grand Total with BOL				$231,407.49

calculations verified by R Lambert 113016

From: Nick Chauvin
To: "Roads, Inc_Brett Moylan"
Cc: "stevan@roadsinc.com"; "josh@roadsinc.com"
Subject: FW: Valkyry Way Widening & Drainage Improvement Project (MSBU) - ENG1920
Date: Wednesday, November 16, 2016 12:59:00 PM
Attachments: image003.png
GPAD_Roads_Inc.pdf
image004.png

Brett,

There were two line items on the Pricing Agreement for this project that were incorrect. The two corrections were as follows:

- "12" Stabilized Subgrade, County Spec 2300, less than 1000sy" was changed to "12" Stabilized Subgrade, County Spec 2300, over 1000sy"
- "Silt Fence Type III, less than 500lf" was changed to "Silt Fence Type III, over 500lf"

Please see attached revised Pricing Agreement. Thanks!

Nicolas Chauvin
ENGINEERING PROJECT COORDINATOR
Board of County Commissioners - Public Works Department - Engineering Division
3363 West Park Place | Pensacola, FL 32505
Office: 850-595-3443 | Cell: 850-375-3719 | Fax: 850-595-3444
Nick_Chauvin@myescambia.com

From: Nick Chauvin
Sent: Wednesday, November 09, 2016 8:08 AM
To: 'Roads, Inc_Brett Moylan'
Cc: 'stevan@roadsinc.com'; 'josh@roadsinc.com'; 'Bob McLaughlin'; 'Jeremy King'
Subject: Valkyry Way Widening & Drainage Improvement Project (MSBU) - ENG1920

Brett,

You are an eligible bidder on the Valkyry Way Widening & Drainage Improvement Project (MSBU) pursuant to the County's GPAD Agreement. Attached are the associated documents including the plans and the GPAD Agreement related to this project.

Please also provide a cost for the following BOL item:

	Qty	Units	Unit Price	Ext. Cost
Sprinkler System Repairs	1	LS		

From: Nick Chauvin
To: Charley Radford (utilityservice@uscofl.com)
Subject: FW: Valkyry Way Widening & Drainage Improvement Project (MSBU) - ENG1920
Date: Wednesday, November 16, 2016 1:00:00 PM
Attachments: image003.png
GPAD_Utility Services.pdf
image004.png

Charley,

There were two line items on the Pricing Agreement for this project that were incorrect. The two corrections were as follows:

- "12" Stabilized Subgrade, County Spec 2300, less than 1000sy" was changed to "12" Stabilized Subgrade, County Spec 2300, over 1000sy"
- "Silt Fence Type III, less than 500lf" was changed to "Silt Fence Type III, over 500lf"

Please see attached revised Pricing Agreement. Thanks!

Nicolas Chauvin
ENGINEERING PROJECT COORDINATOR
Board of County Commissioners - Public Works Department - Engineering Division
3363 West Park Place | Pensacola, FL 32505
Office: 850-595-3443 | Cell: 850-375-3719 | Fax: 850-595-3444
Nick_Chauvin@myescambia.com

From: Nick Chauvin
Sent: Wednesday, November 09, 2016 8:01 AM
To: Charley Radford (utilityservice@uscofl.com)
Cc: 'Bob McLaughlin'; 'Jeremy King'
Subject: Valkyry Way Widening & Drainage Improvement Project (MSBU) - ENG1920

Charley,

You are an eligible bidder on the Valkyry Way Widening & Drainage Improvement Project (MSBU) pursuant to the County's GPAD Agreement. Attached are the associated documents including the plans and the GPAD Agreement related to this project.

Please also provide a cost for the following BOL item:

	Qty	Units	Unit Price	Ext. Cost
Sprinkler System Repairs	1	LS		

From: Nick Chauvin
To: "wallace@panhandlepaving.com"
Cc: "brad@panhandlepaving.com"
Subject: FW: Valkyry Way Widening & Drainage Improvement Project (MSBU) - ENG1920
Date: Wednesday, November 16, 2016 12:58:00 PM
Attachments: image003.png
GPAD_Panhandle.pdf
image004.png

Wallace,

There were two line items on the Pricing Agreement for this project that were incorrect. The two corrections were as follows:

- "12" Stabilized Subgrade, County Spec 2300, less than 1000sy" was changed to "12" Stabilized Subgrade, County Spec 2300, over 1000sy"
- "Silt Fence Type III, less than 500lf" was changed to "Silt Fence, over 500lf"

Please see attached revised Pricing Agreement. Thanks!

Nicolas Chauvin
ENGINEERING PROJECT COORDINATOR
Board of County Commissioners - Public Works Department - Engineering Division
3363 West Park Place | Pensacola, FL 32505
Office: 850-595-3443 | Cell: 850-375-3719 | Fax: 850-595-3444
Nick_Chauvin@myescambia.com

From: Nick Chauvin
Sent: Wednesday, November 09, 2016 8:02 AM
To: 'wallace@panhandlepaving.com'
Cc: 'brad@panhandlepaving.com'; 'Bob McLaughlin'; 'Jeremy King'
Subject: Valkyry Way Widening & Drainage Improvement Project (MSBU) - ENG1920

Wallace,

You are an eligible bidder on the Valkyry Way Widening & Drainage Improvement Project (MSBU) pursuant to the County's GPAD Agreement. Attached are the associated documents including the plans and the GPAD Agreement related to this project.

Please also provide a cost for the following BOL item:

	Qty	Units	Unit Price	Ext. Cost
Sprinkler System Repairs	1	LS		

From: Nick Chauvin
To: "Waite, Matt (MidSouth Paving)"
Subject: FW: Valkyry Way Widening & Drainage Improvement Project (MSBU) - ENG1920
Date: Wednesday, November 16, 2016 12:57:00 PM
Attachments: image003.png
GPAD_Midsouth.pdf
image004.png

Matt,

There were two line items on the Pricing Agreement for this project that were incorrect. The two corrections were as follows:

- "12" Stabilized Subgrade, County Spec 2300, less than 1000sy" was changed to "12" Stabilized Subgrade, County Spec 2300, over 1000sy"
- "Silt Fence Type III, less than 500lf" was changed to "Silt Fence, over 500lf"

Please see attached revised Pricing Agreement. Thanks!

Nicolas Chauvin
ENGINEERING PROJECT COORDINATOR
Board of County Commissioners - Public Works Department - Engineering Division
3363 West Park Place | Pensacola, FL 32505
Office: 850-595-3443 | Cell: 850-375-3719 | Fax: 850-595-3444
Nick_Chauvin@myescambia.com

From: Nick Chauvin
Sent: Wednesday, November 09, 2016 8:02 AM
To: 'Waite, Matt (MidSouth Paving)'
Cc: 'Bob McLaughlin'; 'Jeremy King'
Subject: Valkyry Way Widening & Drainage Improvement Project (MSBU) - ENG1920

Matt,

You are an eligible bidder on the Valkyry Way Widening & Drainage Improvement Project (MSBU) pursuant to the County's GPAD Agreement. Attached are the associated documents including the plans and the GPAD Agreement related to this project.

Please also provide a cost for the following BOL item:

	Qty	Units	Unit Price	Ext. Cost
Sprinkler System Repairs	1	LS		

From: Nick Chauvin
To: "Tom Dulaney"
Cc: "elimiller@jmillerconstruct.com"; "Frank Beovich"
Subject: FW: Valkyry Way Widening & Drainage Improvement Project (MSBU) - ENG1920
Date: Wednesday, November 16, 2016 12:56:00 PM
Attachments: image003.png
GPAD_J. Miller.pdf
image004.png

Tom,

There were two line items on the Pricing Agreement for this project that were incorrect. The two corrections were as follows:

- "12" Stabilized Subgrade, County Spec 2300, less than 1000sy" was changed to "12" Stabilized Subgrade, County Spec 2300, over 1000sy"
- "Silt Fence Type III, less than 500lf" was changed to "Silt Fence, over 500lf"

Please see attached revised Pricing Agreement. Thanks!

Nicolas Chauvin
ENGINEERING PROJECT COORDINATOR
Board of County Commissioners - Public Works Department - Engineering Division
3363 West Park Place | Pensacola, FL 32505
Office: 850-595-3443 | Cell: 850-375-3719 | Fax: 850-595-3444
Nick_Chauvin@myescambia.com

From: Nick Chauvin
Sent: Wednesday, November 09, 2016 8:02 AM
To: 'Tom Dulaney'
Cc: 'elimiller@jmillerconstruct.com'; 'Frank Beovich'; 'Bob McLaughlin'; 'Jeremy King'
Subject: Valkyry Way Widening & Drainage Improvement Project (MSBU) - ENG1920

Tom,

You are an eligible bidder on the Valkyry Way Widening & Drainage Improvement Project (MSBU) pursuant to the County's GPAD Agreement. Attached are the associated documents including the plans and the GPAD Agreement related to this project.

Please also provide a cost for the following BOL item:

	Qty	Units	Unit Price	Ext. Cost
Sprinkler System Repairs	1	LS		

From: Nick Chauvin
To: "Kirk Kassebaum"
Subject: FW: Valkyry Way Widening & Drainage Improvement Project (MSBU) - ENG1920
Date: Wednesday, November 16, 2016 12:55:00 PM
Attachments: image003.png
GPAD_ISS.pdf
image004.png

Kirk,

There were two line items on the Pricing Agreement for this project that were incorrect. The two corrections were as follows:

- "12" Stabilized Subgrade, County Spec 2300, less than 1000sy" was changed to "12" Stabilized Subgrade, County Spec 2300, over 1000sy"
- "Silt Fence Type III, less than 500lf" was changed to "Silt Fence, over 500lf"

Please see attached revised Pricing Agreement. Thanks!

Nicolas Chauvin
ENGINEERING PROJECT COORDINATOR
Board of County Commissioners - Public Works Department - Engineering Division
3363 West Park Place | Pensacola, FL 32505
Office: 850-595-3443 | Cell: 850-375-3719 | Fax: 850-595-3444
Nick_Chauvin@myescambia.com

From: Nick Chauvin
Sent: Wednesday, November 09, 2016 8:01 AM
To: 'Kirk Kassebaum'
Cc: 'Bob McLaughlin'; 'Jeremy King'
Subject: Valkyry Way Widening & Drainage Improvement Project (MSBU) - ENG1920

Kirk,

You are an eligible bidder on the Valkyry Way Widening & Drainage Improvement Project (MSBU) pursuant to the County's GPAD Agreement. Attached are the associated documents including the plans and the GPAD Agreement related to this project.

Please also provide a cost for the following BOL item:

	Qty	Units	Unit Price	Ext. Cost
Sprinkler System Repairs	1	LS		

From: Nick Chauvin
To: "Matt Miller"
Cc: "Todd Stafford (tstafford@heatonbrothersconstruction.com)"
Subject: FW: Valkyry Way Widening & Drainage Improvement Project (MSBU) - ENG1920
Date: Wednesday, November 16, 2016 12:55:00 PM
Attachments: image003.png
GPAD_Heaton.pdf
image004.png

Matt,

There were two line items on the Pricing Agreement for this project that were incorrect. The two corrections were as follows:

- "12" Stabilized Subgrade, County Spec 2300, less than 1000sy" was changed to "12" Stabilized Subgrade, County Spec 2300, over 1000sy"
- "Silt Fence Type III, less than 500lf" was changed to "Silt Fence, over 500lf"

Please see attached revised Pricing Agreement. Thanks!

Nicolas Chauvin
ENGINEERING PROJECT COORDINATOR
Board of County Commissioners - Public Works Department - Engineering Division
3363 West Park Place | Pensacola, FL 32505
Office: 850-595-3443 | Cell: 850-375-3719 | Fax: 850-595-3444
Nick_Chauvin@myescambia.com

From: Nick Chauvin
Sent: Wednesday, November 09, 2016 8:02 AM
To: 'Matt Miller'
Cc: 'Todd Stafford (tstafford@heatonbrothersconstruction.com)'; 'Bob McLaughlin'; 'Jeremy King'
Subject: Valkyry Way Widening & Drainage Improvement Project (MSBU) - ENG1920

Matt,

You are an eligible bidder on the Valkyry Way Widening & Drainage Improvement Project (MSBU) pursuant to the County's GPAD Agreement. Attached are the associated documents including the plans and the GPAD Agreement related to this project.

Please also provide a cost for the following BOL item:

	Qty	Units	Unit Price	Ext. Cost
Sprinkler System Repairs	1	LS		

Keep in mind that the total Balance of Line May not exceed the 25% if the total cost of the project.

From: Nick Chauvin
To: "bbauer@gacinc.net"
Cc: "pcaddell@gacinc.net"
Subject: FW: Valkyry Way Widening & Drainage Improvement Project (MSBU) - ENG1920
Date: Wednesday, November 16, 2016 12:54:00 PM
Attachments: image002.png
GPAD_Gulf Atlantic.pdf
image004.png

Byron,

There were two line items on the Pricing Agreement for this project that were incorrect. The two corrections were as follows:

- "12" Stabilized Subgrade, County Spec 2300, less than 1000sy" was changed to "12" Stabilized Subgrade, County Spec 2300, over 1000sy"
- "Silt Fence Type III, less than 500lf" was changed to "Silt Fence, over 500lf"

Please see attached revised Pricing Agreement. Thanks!

Nicolas Chauvin
ENGINEERING PROJECT COORDINATOR
Board of County Commissioners - Public Works Department - Engineering Division
3363 West Park Place | Pensacola, FL 32505
Office: 850-595-3443 | Cell: 850-375-3719 | Fax: 850-595-3444
Nick_Chauvin@myescambia.com

From: Nick Chauvin
Sent: Wednesday, November 09, 2016 8:03 AM
To: 'bbauer@gacinc.net'
Cc: 'pcaddell@gacinc.net'; 'Bob McLaughlin'; 'Jeremy King'
Subject: Valkyry Way Widening & Drainage Improvement Project (MSBU) - ENG1920

Byron,

You are an eligible bidder on the Valkyry Way Widening & Drainage Improvement Project (MSBU) pursuant to the County's GPAD Agreement. Attached are the associated documents including the plans and the GPAD Agreement related to this project.

Please also provide a cost for the following BOL item:

	Qty	Units	Unit Price	Ext. Cost
Sprinkler System Repairs	1	LS		

From: Nick Chauvin
To: "Ryan Chavers"
Cc: "William Joseph"; "Thomas Dueling"
Subject: FW: Valkyry Way Widening & Drainage Improvement Project (MSBU) - ENG1920
Date: Wednesday, November 16, 2016 12:53:00 PM
Attachments: image003.png
GPAD_Chavers.pdf
image004.png

Ryan,

There were two line items on the Pricing Agreement for this project that were incorrect. The two corrections were as follows:

- "12" Stabilized Subgrade, County Spec 2300, less than 1000sy" was changed to "12" Stabilized Subgrade, County Spec 2300, over 1000sy"
- "Silt Fence Type III, less than 500lf" was changed to "Silt Fence, over 500lf"

Please see attached revised Pricing Agreement. Thanks!

Nicolas Chauvin
ENGINEERING PROJECT COORDINATOR
Board of County Commissioners - Public Works Department - Engineering Division
3363 West Park Place | Pensacola, FL 32505
Office: 850-595-3443 | Cell: 850-375-3719 | Fax: 850-595-3444
Nick_Chauvin@myescambia.com

From: Nick Chauvin
Sent: Wednesday, November 09, 2016 8:02 AM
To: 'Ryan Chavers'
Cc: 'William Joseph'; 'Bob McLaughlin'; 'Jeremy King'
Subject: Valkyry Way Widening & Drainage Improvement Project (MSBU) - ENG1920

Ryan,

You are an eligible bidder on the Valkyry Way Widening & Drainage Improvement Project (MSBU) pursuant to the County's GPAD Agreement. Attached are the associated documents including the plans and the GPAD Agreement related to this project.

Please also provide a cost for the following BOL item:

	Qty	Units	Unit Price	Ext. Cost
Sprinkler System Repairs	1	LS		

From: Nick Chauvin
To: "Matt Lemon"
Subject: FW: Valkyry Way Widening & Drainage Improvement Project (MSBU) - ENG1920
Date: Wednesday, November 16, 2016 12:51:00 PM
Attachments: image003.png
GPAD_Allsouth.pdf
image004.png

Matt,

Their a two line items that were incorrect on the Pricing Agreement for this project. The two corrections were as follows:

- "12" Stabilized Subgrade, County Spec 2300, less than 1000sy" was changed to "12" Stabilized Subgrade, County Spec 2300, over 1000sy"
- "Silt Fence Type III, less than 500lf" was changed to "Silt Fence, over 500lf"

Please see attached revised Pricing Agreement. Thanks!

Nicolas Chauvin
ENGINEERING PROJECT COORDINATOR
Board of County Commissioners - Public Works Department - Engineering Division
3363 West Park Place | Pensacola, FL 32505
Office: 850-595-3443 | Cell: 850-375-3719 | Fax: 850-595-3444
Nick_Chauvin@myescambia.com

From: Nick Chauvin
Sent: Wednesday, November 09, 2016 8:01 AM
To: 'Matt Lemon'
Cc: 'Bob McLaughlin'; 'Jeremy King'
Subject: Valkyry Way Widening & Drainage Improvement Project (MSBU) - ENG1920

Matt,

You are an eligible bidder on the Valkyry Way Widening & Drainage Improvement Project (MSBU) pursuant to the County's GPAD Agreement. Attached are the associated documents including the plans and the GPAD Agreement related to this project.

Please also provide a cost for the following BOL item:

	Qty	Units	Unit Price	Ext. Cost
Sprinkler System Repairs	1	LS		

Keep in mind that the total Balance of Line May not exceed the 25% if the total cost of the project.

Nick Chauvin

From: Brett [brett@roadsinc.com]
Sent: Monday, November 21, 2016 4:31 PM
To: Nick Chauvin
Subject: RE: Valkyry Way Widening & Drainage Improvement Project (MSBU) - ENG1920

Nick,

Roads, Inc. will accept the Valyry Way Widening and the Balance of line item price for the Irrigation will be $3900.00. Just let me know on moving forward.

Thanks Brett

Brett Moylan
Vice-President, C.O.O.

106 Stone Blvd.
Cantonment, FL 32533
Office# 850-968-0991
Fax# 850-968-0996
brett@roadsinc.com

From: Nick Chauvin [mailto:NJCHAUVIN@co.escambia.fl.us]
Sent: Tuesday, November 15, 2016 4:05 PM
To: Brett
Subject: FW: Valkyry Way Widening & Drainage Improvement Project (MSBU) - ENG1920

Nicolas Chauvin
ENGINEERING PROJECT COORDINATOR
Board of County Commissioners - Public Works Department - Engineering Division
3363 West Park Place | Pensacola, FL 32505
Office: 850-595-3443 | Cell: 850-375-3719 | Fax: 850-595-3444
Nick_Chauvin@myescambia.com

From: Nick Chauvin
Sent: Wednesday, November 09, 2016 7:56 AM
To: 'Brett Moylan'
Cc: 'stevan@roadsinc.com'; 'Josh Haggard'; 'Bob McLaughlin'; 'Jeremy King'
Subject: Valkyry Way Widening & Drainage Improvement Project (MSBU) - ENG1920

Brett,

Nick Chauvin

From: Tom Dulaney [tomdulaney@jmillerconstruct.com]
Sent: Wednesday, November 23, 2016 8:47 AM
To: Nick Chauvin
Subject: Valkyry

Nick, after looking at the job, we concluded that we can't do the job for the gpad price. It would be a slow go with lots of practical problems whereas the gpad prices aren't calculated using this level of difficulty. If we could max out the BOL line item at 24.5%, the job would be right at $350K and would start to become appealing. We spoke to Liz about this but she could offer no assurance that we wouldn't be granted the job and then have the BOL stripped out of the scope leaving us with a tough job to perform for no profit or at a loss. This exact scenario played out on us this summer at Hamilton Crossing. I think we made everyone happy there but we took a loss doing so.

Looks like we'll have to decline this one.

Sorry.

Tom Dulaney
J. Miller Construction, Inc.
850 494-0240
850 503-7023 cell

Nick Chauvin

From: Matt Miller [mmiller@heatonbrothersconstruction.com]
Sent: Wednesday, November 23, 2016 7:11 AM
To: Nick Chauvin
Subject: RE: Valkyry Way Widening & Drainage Improvement Project (MSBU) - ENG1920

Nick,
If Heaton Brothers is the low responsive bidder, we will accept the Valkry Way Project. The cost for the requested item is below:

Sprinkler System Repairs 1 LS at $42,000.00

Thanks
Matt Miller
Heaton Brothers Construction

From: Nick Chauvin [mailto:NJCHAUVIN@co.escambia.fl.us]
Sent: Wednesday, November 09, 2016 8:02 AM
To: Matt Miller
Cc: Todd Stafford (tstafford@heatonbrothersconstruction.com); Bob McLaughlin; Jeremy King
Subject: Valkyry Way Widening & Drainage Improvement Project (MSBU) - ENG1920

Matt,

You are an eligible bidder on the Valkyry Way Widening & Drainage Improvement Project (MSBU) pursuant to the County's GPAD Agreement. Attached are the associated documents including the plans and the GPAD Agreement related to this project.

Please also provide a cost for the following BOL item:

	Qty	Units	Unit Price	Ext. Cost
Sprinkler System Repairs	1	LS		

Keep in mind that the total Balance of Line May not exceed the 25% if the total cost of the project.

Please review the attached and let me know if you would be willing to accept this project if selected as the responsive low bidder. If you do not wish to accept this project please reply to this email as soon as possible and let us know so we can select the responsive low bidder. This project is time sensitive and must be prepared to begin no later than **January 9, 2017** and be completed within **150 calendar days from Notice to Proceed.** A response of acceptance for this project is due no later than **10:00am** on **November 23, 2016**. Failure to respond by this deadline or no response shall be

Nick Chauvin

From: Charley Radford [cradford@uscofl.com]
Sent: Friday, November 18, 2016 1:36 PM
To: Nick Chauvin
Subject: RE: Valkyry Way Widening & Drainage Improvement Project (MSBU) - ENG1920

Nick,

We've looked over the scope of this project as well as our current commitments and find the timetable to be a bit much for us. Unfortunately, we need to pass on this one. Please keep us in mind for future projects.

Thanks.

Charley Radford, Vice President
Utility Service Co., Inc.

From: Nick Chauvin [mailto:NJCHAUVIN@co.escambia.fl.us]
Sent: Wednesday, November 16, 2016 1:01 PM
To: utilityservice
Subject: FW: Valkyry Way Widening & Drainage Improvement Project (MSBU) - ENG1920

Charley,

There were two line items on the Pricing Agreement for this project that were incorrect. The two corrections were as follows:

- "12" Stabilized Subgrade, County Spec 2300, less than 1000sy" was changed to "12" Stabilized Subgrade, County Spec 2300, over 1000sy"
- "Silt Fence Type III, less than 500lf" was changed to "Silt Fence Type III, over 500lf"

Please see attached revised Pricing Agreement. Thanks!

Nicolas Chauvin
ENGINEERING PROJECT COORDINATOR
Board of County Commissioners - Public Works Department - Engineering Division
3363 West Park Place | Pensacola, FL 32505
Office: 850-595-3443 | Cell: 850-375-3719 | Fax: 850-595-3444
Nick_Chauvin@myescambia.com

From: Nick Chauvin
Sent: Wednesday, November 09, 2016 8:01 AM
To: Charley Radford (utilityservice@uscofl.com)

Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E.
Director, County Engineering
Public Works Department

November 23, 2016

Re: Valkyry Way Drainage Improvements (MSBU) - GPAD Bid Tally

Contractor responses are as follows:

Contractor	Response
Allsouth Construction Services	No Bid (No Response)
Chavers Construction	No Bid (No Response)
Gulf Atlantic Constructors	No Bid (No Response)
Heaton Brothers	$300,789.07
Infrastructure Specialty Services	No Bid (No Response)
J. Miller Construction	No Bid (Declined)
Midsouth Paving	No Bid (No Response)
Panhandle Paving & Grading	No Bid (No Response)
Roads Inc of NWF	$231,407.49
Utility Services Company	No Bid (Declined)

Valkyry Way MSBU ENG 1920

Date 11/23/2016 — **PD14-15.064 General Paving and Drainage Pricing Agreement**

Valid From October 1, 2016 till September 30, 2017

Section	Category	Sub-Category	Quantity	Units	Allsouth Construction Services Unit Price	Allsouth Construction Services Ext Cost	Chavers Construction Unit Price	Chavers Construction Ext Cost	Gulf Atlantic Constructors Unit Price	Gulf Atlantic Constructors Ext Cost	Heaton Brothers Unit Price	Heaton Brothers Ext Cost	Infrastructure Speciality Services Unit Price	Infrastructure Speciality Services Ext Cost	J. Miller Construction Unit Price	J. Miller Construction Ext Cost	Midsouth Paving Unit Price	Midsouth Paving Ext Cost	Panhandle Grading & Paving Unit Price	Panhandle Grading & Paving Ext Cost	Roads, Inc. of NWF Unit Price	Roads, Inc. of NWF Ext Cost	Utility Services Company Unit Price	Utility Services Company Ext Cost
02100-	00101	Mobilization, 0 - 15 Miles	1	EA	$2,050.00	$2,050.00	$2,500.00	$2,500.00	$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	$6,300.00	$6,300.00	$2,500.00	$2,500.00	$2,875.00	$2,875.00
03100-	00101	Clearing and Grubbing, per County Specifications 2230	0.6	ACRE	$5,950.00	$3,570.00	$7,500.00	$4,500.00	$8,000.00	$4,800.00	$6,000.00	$3,600.00	$8,000.00	$4,800.00	$5,800.00	$3,480.00	$7,600.00	$4,560.00	$5,600.00	$3,360.00	$5,500.00	$3,300.00	$6,000.00	$3,600.00
03100-	00104	Remove Tree, less than 12"	24	EA	$175.00	$4,200.00	$189.98	$4,559.52	$250.00	$6,000.00	$225.00	$5,400.00	$300.00	$7,200.00	$177.00	$4,248.00	$200.00	$4,800.00	$250.00	$6,000.00	$300.00	$7,200.00	$100.00	$2,400.00
03100-	00105	Remove Tree, 13"-24"	9	EA	$315.00	$2,835.00	$355.00	$3,195.00	$500.00	$4,500.00	$350.00	$3,150.00	$300.00	$2,700.00	$326.00	$2,934.00	$400.00	$3,600.00	$1,350.00	$12,150.00	$950.00	$8,550.00	$200.00	$1,800.00
03100-	00106	Remove Tree, 25"-48"	1	EA	$585.00	$585.00	$950.00	$950.00	$1,500.00	$1,500.00	$1,300.00	$1,300.00	$1,500.00	$1,500.00	$1,100.00	$1,100.00	$1,600.00	$1,600.00	$1,900.00	$1,900.00	$1,500.00	$1,500.00	$1,000.00	$1,000.00
03100-	00110	Replace Brick or Stucco Mailbox with FDOT approved Heavy Duty Plastic Mailbox w/ Rear Door and Post.	5	EA	$435.00	$2,175.00	$550.00	$2,750.00	$500.00	$2,500.00	$500.00	$2,500.00	$500.00	$2,500.00	$400.00	$2,000.00	$320.00	$1,600.00	$250.00	$1,250.00	$400.00	$2,000.00	$500.00	$2,500.00
03100-	00112	Relocate existing standard mailbox	1	EA	$140.00	$140.00	$175.00	$175.00	$175.00	$175.00	$150.00	$150.00	$200.00	$200.00	$150.00	$150.00	$120.00	$120.00	$150.00	$150.00	$150.00	$150.00	$53.00	$53.00
04100-	00101	Earthwork Excavation by machine	1000	CY	$6.70	$6,700.00	$6.25	$6,250.00	$5.50	$5,500.00	$5.50	$5,500.00	$8.00	$8,000.00	$6.00	$6,000.00	$6.50	$6,500.00	$6.35	$6,350.00	$5.00	$5,000.00	$8.00	$8,000.00
04100-	00104	Earthwork Borrow, FDOT Specification 120-2.2.2	335	CY	$12.75	$4,271.25	$9.50	$3,182.50	$20.00	$6,700.00	$12.00	$4,020.00	$30.00	$10,050.00	$15.50	$5,192.50	$12.00	$4,020.00	$11.50	$3,852.50	$12.00	$4,020.00	$19.91	$6,669.85
04100-	00107	Earthwork Establishing Grade, County Specs 2300	2500	SY	$1.95	$4,875.00	$2.05	$5,125.00	$2.25	$5,625.00	$2.50	$6,250.00	$5.00	$12,500.00	$2.00	$5,000.00	$2.50	$6,250.00	$1.10	$2,750.00	$1.49	$3,725.00	$2.75	$6,875.00
04100-	00109	Remove and Replace Unsuitable Materials	1200	CY	$16.75	$20,100.00	$14.55	$17,460.00	$17.50	$21,000.00	$17.00	$20,400.00	$20.00	$24,000.00	$15.00	$18,000.00	$25.00	$30,000.00	$13.50	$16,200.00	$14.00	$16,800.00	$25.00	$30,000.00
04100-	00116	Dewatering, Earthen Dam	75	CY	$20.00	$1,500.00	$50.25	$3,768.75	$50.00	$3,750.00	$25.00	$1,875.00	$30.00	$2,250.00	$28.00	$2,100.00	$186.73	$14,004.90	$14.00	$1,050.00	$11.80	$885.00	$155.61	$11,670.75
04100-	00118	Dewatering, Well Point	100	LF	$22.00	$2,200.00	$50.00	$5,000.00	$25.00	$2,500.00	$25.00	$2,500.00	$30.00	$3,000.00	$22.50	$2,250.00	$30.00	$3,000.00	$28.00	$2,800.00	$17.00	$1,700.00	$25.00	$2,500.00
05200-	00104	1 1/2" County Spec 2500 Type SP 12.5 Asphalt Concrete Surface, over 1500sy	3135	SY	$8.50	$26,647.50	$8.50	$26,647.50	$7.75	$24,296.25	$7.60	$23,826.00	$16.00	$50,160.00	$7.00	$21,945.00	$6.85	$21,474.75	$6.10	$19,123.50	$6.00	$18,810.00	$7.19	$22,540.65
05200-	00105	2" County Spec 2500 Type SP 12.5 Asphalt, less than 1500sy	559	SY	$10.00	$5,590.00	$12.90	$7,211.10	$10.75	$6,009.25	$9.25	$5,170.75	$18.00	$10,062.00	$9.45	$5,282.55	$9.85	$5,506.15	$8.10	$4,527.90	$8.20	$4,583.80	$10.34	$5,780.06
05700-	00108	Remove Existing Asphalt, 2" Average Depth	2198	SY	$3.54	$7,780.92	$1.80	$3,956.40	$3.75	$8,242.50	$3.50	$7,693.00	$6.00	$13,188.00	$3.50	$7,693.00	$2.55	$5,604.90	$2.00	$4,396.00	$2.00	$4,396.00	$6.83	$15,012.34
05700-	00111	Saw cut Existing Asphalt	22	LF	$2.25	$49.50	$2.00	$44.00	$2.50	$55.00	$3.00	$66.00	$5.00	$110.00	$2.25	$49.50	$2.40	$52.80	$1.90	$41.80	$1.90	$41.80	$5.00	$110.00
06100-	00101	8" Stabilized Subgrade, County Spec 2300, less than 1000sy	192	SY	$3.19	$612.48	$5.00	$960.00	$2.75	$528.00	$2.00	$384.00	$7.00	$1,344.00	$4.00	$768.00	$6.30	$1,209.60	$2.00	$384.00	$2.00	$384.00	$3.00	$576.00
06100-	00106	12" Stabilized Subgrade, County Spec 2300, over 1000sy	3660	SY	$3.15	$11,529.00	$5.25	$19,215.00	$3.00	$10,980.00	$2.50	$9,150.00	$8.00	$29,280.00	$4.00	$14,640.00	$6.30	$23,058.00	$1.60	$5,856.00	$1.55	$5,673.00	$3.00	$10,980.00
06200-	00104	6" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, over 1000sy	3660	SY	$13.10	$47,946.00	$14.00	$51,240.00	$13.00	$47,580.00	$14.00	$51,240.00	$17.00	$62,220.00	$14.35	$52,521.00	$15.60	$57,096.00	$12.90	$47,214.00	$12.80	$46,848.00	$24.10	$88,206.00
07200-	00117	Temporary Stop Bar	22	LF	$3.87	$85.14	$3.00	$66.00	$4.40	$96.80	$5.00	$110.00	$5.00	$110.00	$4.40	$96.80	$4.80	$105.60	$4.40	$96.80	$4.05	$89.10	$4.20	$92.40
07300-	00117	Thermoplastic Stop Bar	22	LF	$6.05	$133.10	$8.00	$176.00	$7.50	$165.00	$15.00	$330.00	$11.00	$242.00	$8.00	$176.00	$228.00	$5,016.00	$7.70	$169.40	$7.08	$155.76	$7.35	$161.70
07400-	00102	Stop Sign, R1-1	1	EA	$211.71	$211.71	$215.00	$215.00	$205.00	$205.00	$275.00	$275.00	$300.00	$300.00	$200.00	$200.00	$234.00	$234.00	$215.00	$215.00	$215.00	$215.00	$205.00	$205.00
08100-	00110	FDOT Type F Curb And Gutter, FDOT Index 300, over 500lf	500	LF	$15.94	$7,970.00	$17.00	$8,500.00	$21.50	$10,750.00	$14.00	$7,000.00	$25.00	$12,500.00	$15.00	$7,500.00	$14.40	$7,200.00	$14.00	$7,000.00	$13.50	$6,750.00	$25.00	$12,500.00
08100-	00119	1' Ribbon Curb, Per County Detail, over 500lf	2250	LF	$11.79	$26,527.50	$13.00	$29,250.00	$14.50	$32,625.00	$12.00	$27,000.00	$16.00	$36,000.00	$13.00	$29,250.00	$14.40	$32,400.00	$11.50	$25,875.00	$11.50	$25,875.00	$22.00	$49,500.00
08200-	00102	4" Fiber Reinforced Concrete Driveway, over 100sy	192	SY	$36.15	$6,940.80	$32.00	$6,144.00	$45.00	$8,640.00	$38.00	$7,296.00	$47.00	$9,024.00	$34.00	$6,528.00	$33.60	$6,451.20	$33.00	$6,336.00	$33.00	$6,336.00	$45.00	$8,640.00
08500-	00101	Saw cut Existing Concrete	98	LF	$3.61	$353.78	$4.50	$441.00	$3.50	$343.00	$4.00	$392.00	$5.00	$490.00	$4.00	$392.00	$6.50	$637.00	$2.00	$196.00	$2.25	$220.50	$6.00	$588.00
08500-	00103	Remove Existing Concrete, 4" thick	294	SY	$4.07	$1,196.58	$4.75	$1,396.50	$3.00	$882.00	$5.00	$1,470.00	$9.00	$2,646.00	$5.00	$1,470.00	$15.00	$4,410.00	$5.00	$1,470.00	$5.00	$1,470.00	$5.00	$1,470.00
08600-	00101	Misc. Concrete	2	CY	$3.65	$7.30	$450.00	$900.00	$325.00	$650.00	$350.00	$700.00	$500.00	$1,000.00	$350.00	$700.00	$300.00	$600.00	$368.00	$736.00	$350.00	$700.00	$350.00	$700.00
09200-	00805	19" X 30" ERCP Pipe, 0'-6' depth	64	LF	$65.36	$4,183.04	$60.00	$3,840.00	$66.00	$4,224.00	$72.00	$4,608.00	$80.00	$5,120.00	$70.00	$4,480.00	$64.71	$4,141.44	$88.40	$5,657.60	$64.00	$4,096.00	$64.71	$4,141.44
09300-	00303	19" X 30" ERCP Cross Drain MES, FDOT Index 272, 280	4	EA	$1,213.42	$4,853.68	$1,300.00	$5,200.00	$1,225.00	$4,900.00	$1,600.00	$6,400.00	$1,750.00	$7,000.00	$1,400.00	$5,600.00	$1,969.20	$7,876.80	$1,323.00	$5,292.00	$1,100.00	$4,400.00	$1,641.00	$6,564.00
09500-	00104	Pipe Removal, 6"-24"	117	LF	$14.76	$1,726.92	$25.00	$2,925.00	$11.00	$1,287.00	$16.00	$1,872.00	$22.00	$2,574.00	$18.00	$2,106.00	$18.46	$2,159.35	$20.10	$2,351.70	$15.00	$1,755.00	$15.38	$1,799.46
09500-	00108	Remove Existing Concrete Headwall, 6"-24" Pipe	2	EA	$391.30	$782.60	$400.00	$800.00	$325.00	$650.00	$700.00	$1,400.00	$695.00	$1,390.00	$500.00	$1,000.00	$1,020.00	$2,040.00	$610.00	$1,220.00	$400.00	$800.00	$850.00	$1,700.00
09500-	00112	Remove MES for 6"-24" (or equivalent) pipe	2	EA	$205.49	$410.98	$175.00	$350.00	$175.00	$350.00	$300.00	$600.00	$375.00	$750.00	$250.00	$500.00	$120.00	$240.00	$319.00	$638.00	$250.00	$500.00	$100.00	$200.00
11400-	00103	Relocate Water Meter	3	EA	$385.57	$1,156.71	$325.00	$975.00	$400.00	$1,200.00	$650.00	$1,950.00	$500.00	$1,500.00	$350.00	$1,050.00	$420.00	$1,260.00	$384.00	$1,152.00	$325.00	$975.00	$350.00	$1,050.00
13100-	00102	Centipede Sod, Staked, over 1000sy	4500	SY	$2.90	$13,050.00	$2.60	$11,700.00	$2.50	$11,250.00	$3.25	$14,625.00	$4.50	$20,250.00	$3.85	$17,325.00	$3.00	$13,500.00	$2.90	$13,050.00	$2.75	$12,375.00	$3.25	$14,625.00
13200-	00101	18" Depth Rip Rap Rubble w/ 4" Bedding Stone and Geotextile	66	SY	$125.50	$8,283.00	$145.00	$9,570.00	$60.00	$3,960.00	$130.00	$8,580.00	$200.00	$13,200.00	$125.00	$8,250.00	$180.00	$11,880.00	$94.40	$6,230.40	$90.00	$5,940.00	$71.69	$4,731.54
13300-	00102	Silt Fence Type III, over 500lf	1730	LF	$3.15	$5,449.50	$3.00	$5,190.00	$2.00	$3,460.00	$3.00	$5,190.00	$4.00	$6,920.00	$2.25	$3,892.50	$4.00	$6,920.00	$2.25	$3,892.50	$2.00	$3,460.00	$3.01	$5,207.30
13300-	00109	Baled Hay or Straw	60	EA	$10.40	$624.00	$12.00	$720.00	$12.50	$750.00	$12.00	$720.00	$13.00	$780.00	$9.00	$540.00	$20.00	$1,200.00	$9.35	$561.00	$9.00	$540.00	$10.00	$600.00
13300-	00113	NPDES Construction General Permit, NOI, and NOT (including SWPPP and monitoring), for use only with disturbed areas over 1.0 acre	1	EA	$2,500.00	$2,500.00	$2,500.00	$2,500.00	$1,750.00	$1,750.00	$1,500.00	$1,500.00	$1,300.00	$1,300.00	$2,500.00	$2,500.00	$2,500.00	$2,500.00	$3,000.00	$3,000.00	$1,000.00	$1,000.00	$700.00	$700.00
14400-	00102	Remove Existing Split Rail Fence	192	LF	$2.17	$416.64	$2.00	$384.00	$2.25	$432.00	$5.00	$960.00	$5.00	$960.00	$2.50	$480.00	$2.40	$460.80	$3.00	$576.00	$2.00	$384.00	$2.10	$403.20
			Sub Totals			$242,219.63		$259,932.27		$252,810.80		$248,952.75		$370,620.00		$251,889.85		$306,889.29		$231,371.10		$216,102.96		$338,727.69
07900-	00100	MOT Based on section 07900-00100 and sub total of project				$4,850.00		$17,500.00		$6,500.00		$2,500.00		$0.00		$8,000.00		$35,000.00		$9,700.00		$9,000.00		$12,000.00
01100-	00100	Performance and Payment Bond (Required for projects over $25,000.00)				$7,412.09		$5,548.65		$6,482.77		$6,286.32		$7,412.40		$5,197.80		$3,077.00		$2,772.32		$2,363.58		$4,208.73
			Grand Total			$254,481.72		$282,980.92		$265,793.57		$257,739.07		$378,032.40		$265,087.65		$344,966.30		$243,843.42		$227,466.54		$354,936.42
		Balance of Line (may not exceed 25% of total cost)	**Qty**	**Units**																				
		Sprinkler System Repairs	1	LS	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	$42,000.00	$42,000.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	$3,900.00	$3,900.00	No Bid	No Bid
		Balance of Line Total				$0.00		$0.00		$0.00		$42,000.00		$0.00		$0.00		$0.00		$0.00		$3,900.00		$0.00
		Additional Performance and Payment Bond				$0.00		$0.00		$0.00		$1,050.00		$0.00		$0.00		$0.00		$0.00		$40.95		$0.00
		Revised Grand Total with BOL				No Bid		No Bid		No Bid		$300,789.07		No Bid		No Bid		No Bid		No Bid		$231,407.49		No Bid

ESCAMBIA COUNTY FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
GENERAL PAVING& DRAINAGE PRICING AGREEMENT
SPECIFICATION PD 14-15.064

HOW TO SUBMIT YOUR BID

PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE BIDS ARE NOT ACCEPTABLE.** ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR SPECIFIED FOR RECEIPT. LATE BIDS WILL BE RETURNED UNOPENED.

* *Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH BID:

- SOLICITATION, OFFER AND AWARD FORM WITH ORIGINAL SIGNATURE
- BID FORMS WITH ORIGINAL SIGNATURE
- BID SURETY (BOND, CHECK, ETC.)

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH BID

- DRUG-FREE WORKPLACE FORM
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA
- OCCUPATIONAL LICENSE
- FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION – LICENSE(S), CERTIFICATION(S) AND/OR REGISTRATION(S)

BEFORE YOU SUBMIT YOUR BID, HAVE YOU:
PLACED YOUR BID WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, PROJECT NAME, NAME OF BIDDER, AND DUE DATE AND TIME OF BID RECEIPT?

THE FOLLOWING SUBMITTALS MAY BE REQUIRED UPON NOTICE OF PURCHASE ORDER AWARD:

PAYMENT AND PERFORMANCE BONDS

HOW TO SUBMIT A NO BID

IF YOU DO NOT WISH TO BID AT THIS TIME, PLEASE REMOVE THE BIDDER SOLICITATION, OFFER AND AWARD FORM FROM THE BID SOLICITATION PACKAGE AND ENTER NO BID IN THE **"REASON FOR NO BID"** BLOCK, YOUR COMPANY'S NAME, ADDRESS, SIGNATURE, AND RETURN THE BIDDER SOLICITATION, OFFER AND AWARD FORM IN A SEALED ENVELOPE. THIS WILL ENSURE YOUR COMPANY'S ACTIVE STATUS IN OUR BIDDER'S LIST.

THIS FORM IS FOR YOUR CONVENIENCE TO ASSIST IN FILLING OUT YOUR BID ONLY.
DO NOT RETURN WITH YOUR BID

ESCAMBIA COUNTY
FLORIDA

INVITATION TO BIDDERS

GENERAL PAVING & DRAINAGE PRICING AGREEMENT

SPECIFICATION NUMBER PD 14-15.064
MANDATORY PRE-SOLICITATION CONFERENCE: 10:00 a.m., CDT, Wednesday, August 12, 2105
BIDS WILL BE RECEIVED UNTIL: 3:00 p.m., CDT, Thursday, August 27, 2015
Office of Purchasing
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32597-1591

Board of County Commissioners

Steven Barry, Chairman
Grover Robinson, IV, Vice Chairman
Lumon J. May
Wilson B. Robertson
Douglas Underhill

Procurement Assistance:
Joe F. Pillitary, Jr., CPPO, CPPB
Purchasing Coordinator
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Tel: (850) 595-4878
Fax: (850) 595-4805
email: joe_pillitary@myescambia.com

Technical Assistance:
Elizabeth Bush
Engineering Construction Manager
Public Works Department
3363 West Park Place
Pensacola, FL 32505
Tel: (850) 595-3450
Fax: (850) 595-3444
email: mebush@myescambia.com

SPECIAL ACCOMMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY).

NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to vendors of the local vendor preference policy:

(revised 10/31/2013)

Preference in purchase of commodities and services by means of competitive bid.
Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

Competitive bid (local price match option). Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000 and $249,999, and the bid submitted by one or more qualified and responsive local businesses is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e.; the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000 and $999,999, and the bid submitted by one or more qualified and responsive local businesses is within **three percent (3%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e.; the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000, and the bid submitted by one or more qualified and responsive local businesses is within **two percent (2%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e.; the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the office of purchasing within five (5) business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the board of county commissioners.

Effective July 1, 2015, the County may not use a local preference "for a competitive solicitation for **construction services** in which **50 percent or more** of the cost will be paid from state appropriated funds which have been appropriated at the time of the competitive solicitation. For any such solicitation, the County must disclose in the bid package that "any applicable local ordinance or regulation does not include any local preference..." See §255.0991, Florida Statutes.

GENERAL PAVING & DRAINAGE PRICING AGREEMENT

PD 14-15.064

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SOLICITATION, OFFER AND AWARD FORM

ESCAMBIA COUNTY FLORIDA

SUBMIT OFFERS TO:
Joe F. Pillitary, Jr., CPPO, CPPB
Purchasing Coordinator
Office of Purchasing, 2nd Floor
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32597-1591
Phone No: (850)595-4878 Fax No: (850) 595-4805

Invitation to Bid

Solicitation Title: General Paving & Drainage Pricing Agreement

Solicitation Number: PD 14-15.064

SOLICITATION

MAILING DATE: Monday, July 27, 2015

MANDATORY PRE-SOLICITATION CONFERENCE: Wednesday, August 12, 2015, at 10:00 a.m., CDT, Matt Langley Bell Building, Conference Room 11.407, 213 South Palafox, Pensacola, FL 32502

OFFERS WILL BE RECEIVED UNTIL: **3:00 p.m., CDT, Thursday, August 27, 2015 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)

**Failure to execute this Form binding the bidder's offer shall result in this bid being rejected as non-responsive.*

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER: _____

TERMS OF PAYMENT: _____

DELIVERY DATE WILL BE_____DAYS AFTER RECIEPT OF PURCHASE ORDER.

VENDOR NAME:_____
ADDRESS:_____
CITY, ST. & ZIP:_____
PHONE NO.: (____)_____
TOLL FREE NO.: (____)_____
FAX NO.: (____)_____

REASON FOR NO OFFER: _____

BID BOND ATTACHED $_____

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror.

_____
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER
(TYPED OR PRINTED)

* _____
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

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.

CONTRACTOR

Name and Title of Signer (Type or Print)

Name of Contractor

By_____
Signature of Person Authorized to Sign — Date

ATTEST _____
Corporate Secretary — Date

[CORPORATE SEAL]

ATTEST _____
Witness — Date

ATTEST _____
Witness — Date

ESCAMBIA COUNTY FLORIDA

Name and Title of Signer (Type or Print)

By_____
County Administrator — Date

WITNESS _____
Date

WITNESS _____
Date

Awarded Date_____

Effective Date_____

BID FORM
Specification Number PD 14-15.064
General Paving & Drainage Pricing Agreement

Board of County Commissioners

Date:_____

Escambia County, Florida
Pensacola, Florida 32502

Gentlemen:

In accordance with your Invitation for Bids and Instructions to Bidders for **General Paving, Drainage and & Pricing Agreement** as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, the undersigned, hereby propose to provide at the following prices: _____
(Company Name)

General Paving and Drainage Pricing Agreement			**Contractor Name**	
Valid From October 1, 2015 till September 30, 2016			_____	
Section	**Category**	**Sub-Category**	**Units**	**Unit Price**
01000-	***Insurance***			
01100-	**00100**	**Performance Bond**		
01100-	00101	Performance Bond	Per $1000	
02000-	***Equipment***			
02100-	**00100**	**Mobilization**		
02100-	00101	Mobilization, 0 - 15 Miles	EA	
02100-	00102	Mobilization, 16 - 30 Miles	EA	
02100-	00103	Mobilization, 31 - 45 Miles	EA	
02100-	00104	Mobilization, 46 + Miles	EA	
02100-	00105	Demobilize	EA	
02100-	00106	Remobilize	EA	
03000-	***Clearing and Grubbing***			
03100-	**00100**	**Removal of Items**		
03100-	00101	Clearing and Grubbing, per County Specifications 2230	ACRE	
03100-	00102	Clearing and Grubbing (Including Trees UNDER 12" dia.), per County Specifications 2230	SY	
03100-	00103	Remove Shrubs	EA	
03100-	00104	Remove Tree, less than 12"	EA	
03100-	00105	Remove Tree, 13"-24"	EA	
03100-	00106	Remove Tree, 25"-48"	EA	
03100-	00107	Remove Tree, over 48"	EA	
03100-	00108	Remove Sand, Silt, & Vegetation From Existing Curb and Gutter	LF	
03100-	00109	Remove Brick or Stucco Mailboxes and place at edge of property line	EA	
03100-	00110	Replace Brick or Stucco Mailbox with FDOT approved Heavy Duty Plastic Mailbox w/ Rear Door and Post.	EA	

03100-	00111	Replace Standard Mailbox with FDOT approved Heavy Duty Plastic Mailbox w/ Rear Door and Post.	EA	
03100-	00112	Relocate existing standard mailbox	EA	
04000-	***Earthwork***			
04100-	**00100**	**Cut and Fill**		
04100-	00101	Earthwork Excavation by machine	CY	
04100-	00102	Earthwork Excavation by hand	CY	
04100-	00103	Earthwork Excavate, Haul, and Install, On-site	CY	
04100-	00104	Earthwork Borrow, FDOT Specification 120-2.2.2	CY	
04100-	00105	Provide Fill Along Road Shoulder (Truck Measures)	CY	
04100-	00106	3" Top Soil	SY	
04100-	00107	Earthwork Establishing Grade, County Specs 2300	SY	
04100-	00108	Re-establish Grade on Ditch, County Specs 2300	SY	
04100-	00109	Remove and Replace Unsuitable Materials	CY	
04100-	00110	Final grading and seal rolling prior to paving	SY	
04100-	00111	Stabilization Mat Type R-1	SY	
04100-	00112	Stabilization Mat Type R-2	SY	
04100-	00113	Disk Up Existing Turf and Redress To Grade (Does not include Seed and Mulch) less than 1500sy	SY	
04100-	00114	Disk Up Existing Turf and Redress To Grade (Does not include Seed and Mulch) over 1500sy	SY	
04100-	00115	Dewatering, Bladder/Coffer Dam, 6' Depth	LF	
04100-	00116	Dewatering, Earthen Dam	CY	
04100-	00117	Dewatering, Sheet Piles, 8' Long	EA Panel	
04100-	00118	Dewatering, Well Point	LF	
04100-	00119	Dewatering, Trench and/or Pipe	LF	
04100-	00120	Dewatering Pump	Day	
04100-	00121	Dewatering Permit Sampling, Per Specification Section 2300, Part 3	EA	
04200-	**00100**	**Ponds**		
04200-	00101	Pond Access Ramp, 5" GAB w/ Fabric, LDC 4.04.13.A	SY	
04200-	00102	Install Aluminum Trash Rack/Skimmer at Outfall	EA	
04200-	00103	Install Wood Trash Rack/Skimmer at Outfall	EA	
04200-	00104	Filter Sand	CY	
04200-	00105	Filter Gravel	CY	
04200-	00106	Clay Core for Pond Berm	CY	
04200-	00107	Grade Pond Slopes	SY	
05000-	***Asphalt***			
05100-	**00100**	**Delivery Only**		
05100-	00101	County Spec 2500 Type SP 9.5 Asphalt, delivery only, up to 15 miles	TON	
05100-	00102	County Spec 2500 Type SP 9.5 Asphalt, delivery only, 16-30 miles	TON	

05100-	00103	County Spec 2500 Type SP 9.5 Asphalt, delivery only, over 30 miles	TON	
05100-	00104	County Spec 2500 Type SP 12.5 Asphalt, delivery only, up to 15 miles	TON	
05100-	00105	County Spec 2500 Type SP 12.5 Asphalt, delivery only, 16-30 miles	TON	
05100-	00106	County Spec 2500 Type SP 12.5 Asphalt, delivery only, over 30 miles	TON	
05100-	00107	FDOT. Index 337 FC-9.5 (Rubberized) Asphalt Concrete Surface, delivery only, up to 15 miles	TON	
05100-	00108	FDOT. Index 337 FC-9.5 (Rubberized) Asphalt Concrete Surface, delivery only, 16-30 miles	TON	
05100-	00109	FDOT. Index 337 FC-9.5 (Rubberized) Asphalt Concrete Surface, delivery only, over 30 miles	TON	
05200-	**00100**	**Roadway**		
05200-	00101	1" FDOT Type FC 9.5 Asphalt, less than 1500sy	SY	
05200-	00102	1" FDOT Type FC 9.5 Asphalt, over 1500sy	SY	
05200-	00103	1 1/2" County Spec 2500 Type SP 12.5 Asphalt Concrete Surface, less than 1500sy	SY	
05200-	00104	1 1/2" County Spec 2500 Type SP 12.5 Asphalt Concrete Surface, over 1500sy	SY	
05200-	00105	2" County Spec 2500 Type SP 12.5 Asphalt, less than 1500sy	SY	
05200-	00106	2" County Spec 2500 Type SP 12.5 Asphalt, over 1500sy	SY	
05200-	00107	4" County Spec 2500 Type SP 12.5 Asphalt, less than 1500sy	SY	
05200-	00108	4" County Spec 2500 Type SP 12.5 Asphalt, over 1500sy	SY	
05200-	00109	Type SP 9.5 Asphalt Leveling (75lbs. per SY), less than 1500sy	SY	
05200-	00110	Type SP 9.5 Asphalt Leveling (75lbs. per SY), over 1500sy	SY	
05200-	00111	Type SP 12.5 Asphalt Leveling (110lbs. per SY), less than 1500sy	SY	
05200-	00112	Type SP 12.5 Asphalt Leveling (110lbs. per SY), over 1500sy	SY	
05200-	00113	1" County Spec 2500 Type SP 9.5 Asphalt Concrete Surface, less than 1500sy	SY	
05200-	00114	1" County Spec 2500 Type SP 9.5 Asphalt Concrete Surface, over 1500sy	SY	
05300-	**00100**	**Driveway**		
05300-	00101	1 1/4" County Spec 2500 Type SP 9.5 Asphalt (Driveways) in place, includes compacted subgrade	SY	
05300-	00102	1 1/4" County Spec 2500 Type SP 12.5 Asphalt (Driveways) in place, includes compacted subgrade	SY	
05300-	00103	Driveway Cut and Patch (asphalt)	SY	
05400-	**00100**	**Curbs, Flumes, Swales**		
05400-	00101	Construct 2" Thick Asphalt Flume	SY	
05400-	00102	Install Asphalt Curbs	LF	
05400-	00103	Install 2" Thick Asphalt Swale	SY	
05500-	**00100**	**Preservation**		
05500-	00101	Chip Seal Single Surface Treatment in place	SY	
05500-	00102	Chip Seal Double Surface Treatment in place	SY	

05500-	00103	Asphalt Rubber Membrane Interlayer (Includes Asphalt Cement Tack Coat with less than 1500 SY)	SY	
05500-	00104	Asphalt Rubber Membrane Interlayer (Includes Asphalt Cement Tack Coat with over 1500)	SY	
05500-	00105	Install Specified Geotextile Mat, less than 500lf	SY	
05500-	00106	Install Specified Geotextile Mat, over 500lf	SY	
05500-	00107	Install Specified Geotextile Grid, less than 500lf	SY	
05500-	00108	Install Specified Geotextile Grid, over 500lf	SY	
05600-	**00100**	**Milling**		
05600-	00101	Mill Existing Asphalt, 0"-1.5" Thickness, less than 1500sy	SY	
05600-	00102	Mill Existing Asphalt, 0"-1.5" Thickness, over 1500sy	SY	
05600-	00103	Mill Existing Asphalt, 1.5" - 3" Thickness, less than 1500sy	SY	
05600-	00104	Mill Existing Asphalt, 1.5" - 3" Thickness, over 1500sy	SY	
05600-	00105	Mill Existing Asphalt, 3" - 6" Thickness, less than 1500sy	SY	
05600-	00106	Mill Existing Asphalt, 3" - 6" Thickness, over 1500sy	SY	
05600-	00107	Asphalt Millings, Shoulder Fill	CY	
05600-	00108	Asphalt Millings, Driveways	SY	
05700-	**00100**	**Patch and Removal**		
05700-	00101	Lateral pavement patch as per County Detail (Full depth Asphalt)	SY	
05700-	00102	Lateral pavement patch with 6" 4000psi Concrete and 2" SP 9.5	SY	
05700-	00103	Lateral pavement patch as per County Detail (6" GAB)	SY	
05700-	00104	Remove Existing Asphalt Curbs	LF	
05700-	00105	Remove Asphalt Swale	CF	
05700-	00106	Remove Existing Asphalt Driveway, 1.5" Average Depth	SY	
05700-	00107	Remove Existing Asphalt, 1" Average Depth	SY	
05700-	00108	Remove Existing Asphalt, 2" Average Depth	SY	
05700-	00109	Remove Existing Asphalt, 3" Average Depth	SY	
05700-	00110	Remove Existing Asphalt	CF	
05700-	00111	Saw cut Existing Asphalt	LF	
06000-	***Roadway Preparation***			
06100-	**00100**	**Stabilization**		
06100-	00101	8" Stabilized Subgrade, County Spec 2300, less than 1000sy	SY	
06100-	00102	8" Stabilized Subgrade, County Spec 2300, over 1000sy	SY	
06100-	00103	10" Stabilized Subgrade, County Spec 2300, less than 1000sy	SY	
06100-	00104	10" Stabilized Subgrade, County Spec 2300, over 1000sy	SY	
06100-	00105	12" Stabilized Subgrade, County Spec 2300, less than 1000sy	SY	
06100-	00106	12" Stabilized Subgrade, County Spec 2300, over 1000sy	SY	
06100-	00107	Mix Existing Base to a Maximum Depth of 6" and Re-Compact to a Minimum LBR of 75 (To include the mixing, compacting, grading, and testing), less than 1000sy	SY	

06100-	00108	Mix Existing Base to a Maximum Depth of 6" and Re-Compact to a Minimum LBR of 75 (To include the mixing, compacting, grading, and testing), over 1000sy	SY	
06100-	00109	Prime Coat, less than 1000sy	SY	
06100-	00110	Prime Coat, over 1000sy	SY	
06200-	**00100**	**Base**		
06200-	00101	4" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, less than 1000sy	SY	
06200-	00102	4" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, over 1000sy	SY	
06200-	00103	6" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, less than 1000sy	SY	
06200-	00104	6" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, over 1000sy	SY	
06200-	00105	8" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, less than 1000sy	SY	
06200-	00106	8" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, over 1000sy	SY	
06200-	00107	10" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, less than 1000sy	SY	
06200-	00108	10" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, over 1000sy	SY	
06200-	00109	12" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, less than 1000sy	SY	
06200-	00110	12" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, over 1000sy	SY	
06200-	00111	4" Sand Clay Base (Driveways), less than 1000sy	SY	
06200-	00112	4" Sand Clay Base (Driveways), over 1000sy	SY	
06200-	00113	4" #57 Stone, less than 1000sy	SY	
06200-	00114	4" #57 Stone, over 1000sy	SY	
06200-	00115	6" #57 Stone, less than 1000sy	SY	
06200-	00116	6" #57 Stone, over 1000sy	SY	
06200-	00117	#57 Stone	CY	
06200-	00118	4" Bahamian base, less than 1000sy	SY	
06200-	00119	4" Bahamian base, over 1000sy	SY	
06200-	00120	6" Bahamian base, less than 1000sy	SY	
06200-	00121	6" Bahamian base, over 1000sy	SY	
06200-	00122	6" Sand-Clay Base, County Spec 2460, less than 1000sy	SY	
06200-	00123	6" Sand-Clay Base, County Spec 2460, over 1000sy	SY	
06300-	**00100**	**Shoulder and Widening**		
06300-	00101	4" Type B-12.5, LBR 100, FDOT Index 514, less than 1000sy	SY	
06300-	00102	4" Type B-12.5, LBR 100, FDOT Index 514, over 1000sy	SY	
06300-	00103	5" Type B-12.5, LBR 100, FDOT Index 514, less than 1000sy	SY	
06300-	00104	5" Type B-12.5, LBR 100, FDOT Index 514, over 1000sy	SY	
06300-	00105	6" Type B-12.5, LBR 100, FDOT Index 514, less than 1000sy	SY	
06300-	00106	6" Type B-12.5, LBR 100, FDOT Index 514, over 1000sy	SY	
06300-	00107	8" Type B-12.5, LBR 100, FDOT Index 514, less than 1000sy	SY	

06300-	00108	8" Type B-12.5, LBR 100, FDOT Index 514, over 1000sy	SY	
06300-	00109	9" Type B-12.5, LBR 100, FDOT Index 514, less than 1000sy	SY	
06300-	00110	9" Type B-12.5, LBR 100, FDOT Index 514, over 1000sy	SY	
07000-	***Traffic***			
07100-	**00100**	**Calming**		
07100-	00101	Construct 3" Speed Hump, includes White Temporary and Thermoplastic Pavement Markings as per MUTCD	EA	
07100-	00102	Construct 3 5/8" Speed Table, includes Street Print, White Temporary, and Thermoplastic Pavement Markings as per County Detail and MUTCD	EA	
07100-	00103	Install County Approved Molded Rubber Mat Speed Hump/Table (Per Unit Panel, 18"x42")	EA	
07100-	00104	Street Print (Offset Brick, Terracotta or Brick color)	SY	
07100-	00105	6" Pipe Bollards, Per County Detail	EA	
07100-	00106	8" Pipe Bollards, Per County Detail	EA	
07100-	00107	Remove Existing Speed Hump	EA	
07100-	00108	Remove Existing Speed Table	EA	
07100-	00109	Removable Pipe Bollards	EA	
07200-	**00100**	**Temporary Marking**		
07200-	00101	Temporary 4" Solid Stripe, White or Yellow	LF	
07200-	00102	Temporary 4" 10-30 Skip Stripe, White or Yellow	LF	
07200-	00103	Temporary 4" 6-10 Skip Stripe, White or Yellow	LF	
07200-	00104	Temporary 4" 2-4 Skip Stripe, White or Yellow	LF	
07200-	00105	Temporary 6" Solid Stripe, White or Yellow	LF	
07200-	00106	Temporary 6" 10-30 Skip Line Stripe, White or Yellow	LF	
07200-	00107	Temporary 6" 6-10 Skip Line Stripe, White or Yellow	LF	
07200-	00108	Temporary 6" 2-4 Skip Line Stripe, White or Yellow	LF	
07200-	00109	Temporary 8" Stripe, White or yellow	LF	
07200-	00110	Temporary 12" Stripe, White or yellow	LF	
07200-	00111	Temporary 18" Stripe, White or yellow	LF	
07200-	00112	Temporary 24" Stripe, White or yellow	LF	
07200-	00113	Temporary White Pedestrian Crosswalk	LF	
07200-	00114	Temporary White High Intensity Pedestrian Crosswalk	LF	
07200-	00115	Temporary Stop Bar	LF	
07200-	00116	Temporary "R X R" Pavement Message	EA	
07200-	00117	Temporary "SCHOOL" Pavement Message	EA	
07200-	00118	Temporary "STOP" Pavement Message	EA	
07200-	00119	Temporary "YIELD" Pavement Message	EA	
07200-	00120	Temporary "TURN" Pavement Message	EA	
07200-	00121	Temporary "LANE" Pavement Message FDOT Index 17346	EA	
07200-	00122	Temporary "LEFT" Pavement Message FDOT Index 17346	EA	
07200-	00123	Temporary "RIGHT" Pavement Message FDOT Index 17346	EA	
07200-	00124	Temporary "MERGE" Pavement Message FDOT Index 17346	EA	

07200-	00125	Temporary "ONLY" Pavement Message FDOT Index 17346	EA	
07200-	00126	Temporary "PED XING" Pavement Message	EA	
07200-	00127	Temporary "BUMP" Pavement Marker	EA	
07200-	00128	Temporary Directional Arrow, Single Head (Straight Ahead) 12sf	EA	
07200-	00129	Temporary Directional Arrow, Single Head (Turn Left/ Right) 16sf	EA	
07200-	00130	Temporary Directional Arrow, Double Head (Straight Ahead W/Turn) 27sf	EA	
07200-	00131	Temporary 4-12" Strips Equally Spaced	EA	
07200-	00132	Temporary Yield Ahead Pavement Marking "Triangle" per MUTCD Section 3B-19 Figure 3B-25 Option A	EA	
07200-	00133	Temporary Yield Ahead Pavement Marking "Triangle" per MUTCD Section 3B-19 Figure 3B-25 Option B	EA	
07200-	00134	Temporary Yield Lines per MUTCD Section 3B-14 Figure 3B-14 (12" X 18")	LF	
07200-	00135	Temporary Yield Lines per MUTCD Section 3B-14 Figure 3B-14 (24" X 36")	LF	
07200-	00136	Temporary Preferential Lane Marking "Diamond" per FDOT Index 17346	EA	
07200-	00137	Temporary Handicap Parking Space with Symbol	EA	
07200-	00138	Temporary Reflective Pavement Markers	EA	
07300-	**00100**	**Thermoplastic Marking**		
07300-	00101	Thermoplastic 4" Solid Stripe, White or Yellow	LF	
07300-	00102	Thermoplastic 4" 10-30 Skip Stripe, White or Yellow	LF	
07300-	00103	Thermoplastic 4" 6-10 Skip Stripe, White or Yellow	LF	
07300-	00104	Thermoplastic 4" 2-4 Skip Stripe, White or Yellow	LF	
07300-	00105	Thermoplastic 6" Solid Stripe, White or Yellow	LF	
07300-	00106	Thermoplastic 6" 10-30 Skip Stripe, White or Yellow	LF	
07300-	00107	Thermoplastic 6" 6-10 Skip Stripe, White or Yellow	LF	
07300-	00108	Thermoplastic 6" 2-4 Skip Stripe, White or Yellow	LF	
07300-	00109	Thermoplastic 8" White Solid Stripe	LF	
07300-	00110	Thermoplastic 12" White Solid Stripe	LF	
07300-	00111	Thermoplastic 18" White or Yellow Solid Stripe	LF	
07300-	00112	Thermoplastic 24" White or Yellow Solid Stripe	LF	
07300-	00113	Thermoplastic White Pedestrian Crosswalk	LF	
07300-	00114	Thermoplastic White High Intensity Pedestrian Crosswalk	LF	
07300-	00115	Thermoplastic Stop Bar	LF	
07300-	00116	Thermoplastic "R X R" Pavement Message	EA	
07300-	00117	Thermoplastic "SCHOOL" Pavement Message	EA	
07300-	00118	Thermoplastic "STOP" Pavement Message	EA	
07300-	00119	Thermoplastic "YIELD" Pavement Message	EA	
07300-	00120	Thermoplastic "TURN" Pavement Message	EA	
07300-	00121	Thermoplastic Preferential Lane Marking "Diamond"	EA	
07300-	00122	Thermoplastic "LANE" Pavement Message	EA	
07300-	00123	Thermoplastic "LEFT" Pavement Message	EA	
07300-	00124	Thermoplastic "RIGHT" Pavement Message	EA	
07300-	00125	Thermoplastic "MERGE" Pavement Message	EA	

07300-	00126	Thermoplastic "ONLY" Pavement Message	EA	
07300-	00127	Thermoplastic "PED XING" Pavement Message	EA	
07300-	00128	Thermoplastic "BUMP" Pavement Message	EA	
07300-	00129	Thermoplastic Directional Arrow, Single Head (Straight Ahead) 12sf	EA	
07300-	00130	Thermoplastic Directional Arrow, Single Head (Turn Left/ Right) 16sf	EA	
07300-	00131	Thermoplastic Directional Arrow, Double Head (Straight Ahead W/Turn) 27sf	EA	
07300-	00132	Thermoplastic 4-12" Strips Equally Spaced	EA	
07300-	00133	Thermoplastic Yield Ahead Pavement Marking "Triangle" per MUTCD Section 3B-19 Figure 3B-25 Option A	EA	
07300-	00134	Thermoplastic Yield Ahead Pavement Marking "Triangle" per MUTCD Section 3B-19 Figure 3B-25 Option B	EA	
07300-	00135	Thermoplastic Yield Lines per MUTCD Section 3B-14 Figure 3B-14 (12" X 18")	LF	
07300-	00136	Thermoplastic Yield Lines per MUTCD Section 3B-14 Figure 3B-14 (24" X 36")	LF	
07300-	00137	Thermoplastic Preferential Lane Marking "Diamond" per FDOT Index 17346	EA	
07300-	00138	Thermoplastic Stripe New Speed Bump to MUTCD Spec. 3B-27 Option A	EA	
07300-	00139	Thermoplastic Speed Hump Markings per MUTCD Figure 3B-29 Option A and Figure 3B-31	EA	
07300-	00140	Thermoplastic Speed Table Markings per MUTCD Figure 3B-30 Option A and Figure 3B-31	EA	
07300-	00141	Thermoplastic Speed Hump Markings per MUTCD Figure 3B-29 Option A	EA	
07300-	00142	Thermoplastic Speed Table Markings per MUTCD Figure 3B-30 Option A	EA	
07300-	00143	Thermoplastic Speed Hump/ Table Advance Warning Markings per MUTCD Figure 3B-31	EA	
07300-	00144	Thermoplastic Handicap Parking Space with Symbol	EA	
07300-	00145	Reflective Pavement Markers	EA	
07300-	00146	One Set of Paint Rumble Strips (Ea Set containing four strips in one lane)	EA	
07300-	00147	One Set of Asphalt Rumble Strips (Ea Set containing four strips in one lane)	EA	
07400-	**00100**	**Signing**		
07400-	00101	Relocate Traffic Signs	EA	
07400-	00102	Stop Sign, R1-1	EA	
07400-	00103	One Way Sign, R6-1L	EA	
07400-	00104	One Way Sign, R6-1R	EA	
07400-	00105	Do Not Enter Sign, R5-1	EA	
07400-	00106	Handicap Parking Sign, R7-8	EA	
07400-	00107	Yield Sign, R1-2	EA	
07400-	00108	Bike Lane Ahead Sign, R3-16	EA	
07400-	00109	Bike Lane Ends Sign, R3-16a	EA	
07400-	00110	Keep Right Sign, R4-7	EA	
07400-	00111	Black on Orange Warning Sign	EA	
07400-	00112	Regulatory Sign Black on White Metal Sign	EA	

07500-	**00100**	**Signal**		
07500-	00101	Timing Implementation	LS	
07500-	00102	Conduit, Underground	LF	
07500-	00103	Conduit, Under Pavement	LF	
07500-	00104	Conduit, Underground, Jacked	LF	
07500-	00105	Cable, Signal	PI	
07500-	00106	Cable, Signal, Fiber Optic (2-12 Fibers)	LF	
07500-	00107	Pull Box or Junction Box, Fiber Optic	EA	
07500-	00108	Junction Box	EA	
07500-	00109	Loop Assembly, Type A	AS	
07500-	00110	Loop Assembly, Type B	AS	
07500-	00111	Loop Assembly, Type C	AS	
07500-	00112	Loop Assembly, Type D	AS	
07500-	00113	Loop Assembly, Type E	AS	
07500-	00114	Loop Assembly, Type F	AS	
07500-	00115	Loop Assembly, Type G	AS	
07600-	**00100**	**Work Zone Safety**		
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	EA	
07600-	00102	On-site Law Enforcement Officer w/ Vehicle for Traffic Control	HR	
07600-	00103	Night or Weekend Work	Day	
07600-	00104	Variable Message Sign	EA/Day	
07600-	00105	Flag Man	EA/Day	
07600-	00106	Black on Orange Warning Sign	EA/Day	
07600-	00107	Regulatory Sign Black on White Metal Sign	EA/Day	
07600-	00108	R1-1 Stop Metal Sign	EA/Day	
07600-	00109	28" or Larger Reflective Striped Cone	EA/Day	
07600-	00110	28" or Larger Reflective Striped Tubular Marker	EA/Day	
07600-	00111	24" X 8" Vertical Panel	EA/Day	
07600-	00112	36" Reflective Barrel / Drum	EA/Day	
07600-	00113	Type I Barricade	EA/Day	
07600-	00114	Type II Barricade	EA/Day	
07600-	00115	Type III Barricade	EA/Day	
07600-	00116	Type A Low Intensity Flashing Lights	EA/Day	
07600-	00117	Type B High Intensity Flashing Lights	EA/Day	
07600-	00118	Type C Steady Burn Lights	EA/Day	
07600-	00119	24" X 24" Orange Sign Mounted Flag	EA/Day	
07300-	00148	Concrete Lane Dividers (Barrier Walls)	EA/Day	
07700-	**00100**	**Pedestrian Safety**		
07700-	00101	Aluminum Pedestrian Picket Railing, FDOT Index 860	LF	
07700-	00102	Aluminum Bicycle Picket Railing, FDOT Index 860	LF	
07700-	00103	Aluminum Pipe Guiderail, without Handrail, FDOT Index 870	LF	

07700-	00104	Aluminum Pipe Guiderail, with Handrail, FDOT Index 870	LF	
07800-	**00100**	**Vehicular Safety**		
07800-	00101	Steel Post for Guardrail, FDOT Index 400	EA	
07800-	00102	Wood Post for Guardrail, FDOT Index 400	EA	
07800-	00103	W-Beam Guardrail, FDOT Index 400	LF	
07800-	00104	Thrie Beam Guardrail, FDOT Index 400	LF	
07800-	00105	W-Beam Guardrail w/ Steel Post, FDOT Index 400	LF	
07800-	00106	Thrie Beam Guardrail w/ Steel Post, FDOT Index 400	LF	
07800-	00107	W-Beam Guardrail w/ Wood Post, FDOT Index 400	LF	
07800-	00108	Thrie Beam Guardrail w/ Wood Post, FDOT Index 400	LF	
07800-	00109	End Anchorage Assembly, FDOT Index 400	EA	
07800-	00110	Remove Existing Guardrail	LF	
07900-	**00100**	**Maintenance of Traffic**		
07900-	00101	MOT (for contracts up to $50,000)	LS	
07900-	00102	MOT (for contracts $50,000 to $100,000)	LS	
07900-	00103	MOT (for contracts $100,000 to $150,000)	LS	
07900-	00104	MOT (for contracts $150,000 to $200,000)	LS	
07900-	00105	MOT (for contracts $200,000 to $250,000)	LS	
07900-	00106	MOT (for contracts $250,000 to $300,000)	LS	
07900-	00107	MOT (for contracts $300,000 to $350,000)	LS	
08000-	***Concrete***			
08100-	**00100**	**Curb and Gutter**		
08100-	00101	FDOT Type A curb, FDOT Index 300, less than 500lf	LF	
08100-	00102	FDOT Type A curb, FDOT Index 300, over 500lf	LF	
08100-	00103	FDOT Type B curb, FDOT Index 300, less than 500lf	LF	
08100-	00104	FDOT Type B curb, FDOT Index 300, over 500lf	LF	
08100-	00105	FDOT Type D curb, FDOT Index 300, less than 500lf	LF	
08100-	00106	FDOT Type D curb, FDOT Index 300, over 500lf	LF	
08100-	00107	FDOT Type E Curb And Gutter, FDOT Index 300, less than 500lf	LF	
08100-	00108	FDOT Type E Curb And Gutter, FDOT Index 300, over 500lf	LF	
08100-	00109	FDOT Type F Curb And Gutter, FDOT Index 300, less than 500lf	LF	
08100-	00110	FDOT Type F Curb And Gutter, FDOT Index 300, over 500lf	LF	
08100-	00111	FDOT Shoulder Gutter, FDOT Index 300, less than 500lf	LF	
08100-	00112	FDOT Shoulder Gutter, FDOT Index 300, over 500lf	LF	
08100-	00113	FDOT Valley Curb And Gutter, FDOT Index 300, less than 50lf	LF	
08100-	00114	FDOT Valley Curb And Gutter, FDOT Index 300, over 50lf	LF	
08100-	00115	Concrete Bumper Guards, FDOT index 300	EA	
08100-	00116	Header Curb, Per County Detail, less than 500lf	LF	
08100-	00117	Header Curb, Per County Detail, over 500lf	LF	
08100-	00118	1' Ribbon Curb, Per County Detail, less than 500lf	LF	

08100-	00119	1' Ribbon Curb, Per County Detail, over 500lf	LF	
08100-	00120	County Type B Curb, Per County Detail, less than 500lf	LF	
08100-	00121	County Type B Curb, Per County Detail, over 500lf	LF	
08100-	00122	County Roll Type Curb, Per County Detail, less than 500lf	LF	
08100-	00123	County Roll Type Curb, Per County Detail, over 500lf	LF	
08100-	00124	Valley Gutter Section, 6" thick, Per County Detail	SY	
08200-	**00100**	**Driveway**		
08200-	00101	4" Fiber Reinforced Concrete Driveway, less than 100sy	SY	
08200-	00102	4" Fiber Reinforced Concrete Driveway, over 100sy	SY	
08200-	00103	6" Fiber Reinforced Concrete Driveway, less than 100sy	SY	
08200-	00104	6" Fiber Reinforced Concrete Driveway, over 100sy	SY	
08200-	00105	6" Steel Reinforced Concrete Driveway, less than 100sy	SY	
08200-	00106	6" Steel Reinforced Concrete Driveway, over 100sy	SY	
08200-	00107	4" Driveway Cut and Patch (Includes Saw Cut, Remove and Replace) in place	SY	
08200-	00108	6" Driveway Cut and Patch (Includes Saw Cut, Remove and Replace) in place	SY	
08300-	**00100**	**Sidewalk**		
08300-	00101	4' Fiber Reinforced Concrete Sidewalk, less than 500lf	LF	
08300-	00102	4' Fiber Reinforced Concrete Sidewalk, over 500lf	LF	
08300-	00103	5' Fiber Reinforced Concrete Sidewalk, less than 500lf	LF	
08300-	00104	5' Fiber Reinforced Concrete Sidewalk, over 500lf	LF	
08300-	00105	6' Fiber Reinforced Concrete Sidewalk, less than 500lf	LF	
08300-	00106	6' Fiber Reinforced Concrete Sidewalk, over 500lf	LF	
08300-	00107	8' Fiber Reinforced Concrete Bike Path, less than 500lf	LF	
08300-	00108	8' Fiber Reinforced Concrete Bike Path, over 500lf	LF	
08300-	00109	11' Fiber Reinforced Concrete Bike/ Pedestrian Path, less than 500lf	LF	
08300-	00110	11' Fiber Reinforced Concrete Bike/ Pedestrian Path, over 500lf	LF	
08300-	00111	Construct Curb Ramp (Approved Mat, Color included) FDOT index 304	EA	
08300-	00112	Detectable Handicap Warning Mat, FDOT Index 304	SF	
08400-	**00100**	**Drainage**		
08400-	00101	Fiber Reinforced Concrete Ditch Paving w/o Weep Holes, County Detail, Min 3" thick	SY	
08400-	00102	Fiber Reinforced Concrete Ditch Paving w/ Weep Holes, FDOT Index 281, Min 3" thick	SY	
08400-	00103	Fiber Reinforced Concrete Flume	SY	
08400-	00104	Construct 3' X 6" Spill Way Under 6' Sidewalk	EA	
08400-	00105	Welded Wire Mesh for Concrete Reinforcement	SY	
08400-	00106	4"X4" Weep Holes for Existing Concrete Ditch Paving, Per County Detail	EA	
08400-	00107	Baffles for Concrete Ditch (per County Detail)	EA	
08400-	00108	Tied Concrete Block Material	SY	

08500-	**00100**	**Removal**		
08500-	00101	Saw cut Existing Concrete	LF	
08500-	00102	Remove Concrete Swale	SY	
08500-	00103	Remove Existing Concrete, 4" thick	SY	
08500-	00104	Remove Existing Concrete, 6" thick	SY	
08500-	00105	Remove Existing Concrete	CY	
08500-	00106	Remove Curb	LF	
08500-	00107	Remove & Repour by Hand Existing Broken Curb & Gutter	LF	
08600-	**00100**	**Misc Concrete**		
08600-	00101	Misc. Concrete	CY	
08600-	00102	Install # 3 Rebar (0.375")	LF	
08600-	00103	Install # 4 Rebar (0.500")	LF	
08600-	00104	Install # 5 Rebar (0.625")	LF	
08600-	00105	Flowable fill, less than 20cy	CY	
08600-	00106	Flowable fill, over 20cy	CY	
08600-	00107	Brick Pavers	SY	
08600-	00108	Concrete Pavers, Permeable	SY	
08600-	00109	Reinforced Concrete Retaining Wall "L-Type"	CY	
08600-	00110	Reinforced Concrete Retaining Wall "Cantilevered"	CY	
08600-	00111	Concrete Masonry Retaining Wall, 8"x8"x16"	SY	
08600-	00112	Concrete Header (Landscape curb around planted areas)	LF	
08600-	00113	Stamped concrete 4" thick Herring Bone Pattern	SY	
08600-	00114	Stamped concrete 6" thick Herring Bone Pattern	SY	
08600-	00115	Apply Colorant and Sealer to Stamped Concrete	PINT	
08600-	00116	Crack and Reseat Existing Concrete Paving	SY	
08600-	00117	6" Pervious Concrete, including 8" base and 12" subgrade	SY	
09000-	***Drainage***			
09100-	**Inlets and Manholes**			
09100-	**00100**	**Inlet Top and Bottom, FDOT Index 200 Series**		
09100-	00101	Ditch Bottom Inlet, Type A, 0'-6' depth	EA	
09100-	00102	Ditch Bottom Inlet, Type A, 6'-12' depth	EA	
09100-	00103	Ditch Bottom Inlet, Type B, 0'-6' depth	EA	
09100-	00104	Ditch Bottom Inlet, Type B, 6'-12' depth	EA	
09100-	00105	Ditch Bottom Inlet, Type C, 0'-6' depth	EA	
09100-	00106	Ditch Bottom Inlet, Type C, 6'-12' depth	EA	
09100-	00107	Ditch Bottom Inlet, Type D, 0'-6' depth	EA	
09100-	00108	Ditch Bottom Inlet, Type D, 6'-12' depth	EA	
09100-	00109	Ditch Bottom Inlet, Type E, 0'-6' depth	EA	
09100-	00110	Ditch Bottom Inlet, Type E, 6'-12' depth	EA	
09100-	00111	Ditch Bottom Inlet, Type F, 0'-6' depth	EA	
09100-	00112	Ditch Bottom Inlet, Type F, 6'-12' depth	EA	

09100-	00113	Ditch Bottom Inlet, Type G, 0'-6' depth	EA	
09100-	00114	Ditch Bottom Inlet, Type G, 6'-12' depth	EA	
09100-	00115	Ditch Bottom Inlet, Type H, 0'-6' depth	EA	
09100-	00116	Ditch Bottom Inlet, Type H, 6'-12' depth	EA	
09100-	00117	Ditch Bottom Inlet, Type J, 0'-6' depth	EA	
09100-	00118	Ditch Bottom Inlet, Type J, 6'-12' depth	EA	
09100-	00119	Ditch Bottom Inlet, Type K, 0'-6' depth	EA	
09100-	00120	Ditch Bottom Inlet, Type K, 6'-12' depth	EA	
09100-	**00200**	**Inlet Top, FDOT Index 200 Series**		
09100-	00201	Curb Inlet Top, Type 1	EA	
09100-	00202	Curb Inlet Top, Type 2	EA	
09100-	00203	Curb Inlet Top, Type 3	EA	
09100-	00204	Curb Inlet Top, Type 4	EA	
09100-	00205	Curb Inlet Top, Type 5	EA	
09100-	00206	Curb Inlet Top, Type 6	EA	
09100-	00206	Curb Inlet Top, Type 7	EA	
09100-	00206	Curb Inlet Top, Type 8	EA	
09100-	00207	Curb Inlet Top, Type 9	EA	
09100-	00208	Curb Inlet Top, Type 10	EA	
00000-	00208	Ditch Bottom Inlet Top, Type A	EA	
09100-	00209	Ditch Bottom Inlet Top, Type B	EA	
09100-	00210	Ditch Bottom Inlet Top, Type C	EA	
09100-	00211	Ditch Bottom Inlet Top, Type D	EA	
09100-	00212	Ditch Bottom Inlet Top, Type E	EA	
09100-	00213	Ditch Bottom Inlet Top, Type F	EA	
09100-	00213	Ditch Bottom Inlet Top, Type G	EA	
09100-	00214	Ditch Bottom Inlet Top, Type H	EA	
09100-	00215	Ditch Bottom Inlet Top, Type J	EA	
09100-	00216	Ditch Bottom Inlet Top, Type K	EA	
09100-	00217	Gutter Inlet Top, Type S	EA	
09100-	00218	Gutter Inlet Top, Type V	EA	
09100-	**00300**	**Inlet Top with Single Traversable Slot, FDOT Index 200 Series**		
09100-	00301	Ditch Bottom Inlet Top with Single Traversable Slot, Type B	EA	
09100-	00302	Ditch Bottom Inlet Top with Single Traversable Slot, Type C	EA	
09100-	00303	Ditch Bottom Inlet Top with Single Traversable Slot, Type D	EA	
09100-	00304	Ditch Bottom Inlet Top with Single Traversable Slot, Type E	EA	
09100-	00305	Ditch Bottom Inlet Top with Single Traversable Slot, Type H	EA	
09100-	**00400**	**Inlet Top with Double Traversable Slot, FDOT Index 200 Series**		
09100-	00401	Ditch Bottom Inlet Top with Double Traversable Slot, Type B	EA	
09100-	00402	Ditch Bottom Inlet Top with Double Traversable Slot, Type C	EA	
09100-	00403	Ditch Bottom Inlet Top with Double Traversable Slot, Type D	EA	

09100-	00404	Ditch Bottom Inlet Top with Double Traversable Slot, Type E	EA	
09100-	00405	Ditch Bottom Inlet Top with Double Traversable Slot, Type H	EA	
09100-	**00500**	**Closed Flume Inlet, FDOT Index 200 Series**		
09100-	00501	Single Barrel Flume	EA	
09100-	00502	Double Barrel Flume	EA	
09100-	00503	Triple Barrel Flume	EA	
09100-	00504	Quadruple Barrel Flume	EA	
09100-	**00600**	**County Inlets**		
09100-	00601	Type A Curb Inlet, 0-6' depth	EA	
09100-	00602	Type A Curb Inlet, 6-12' depth	EA	
09100-	00603	Modified Type A Curb Inlet, 0-6' depth	EA	
09100-	00604	Modified Type A Curb Inlet, 6-12' depth	EA	
09100-	00605	Type A-1 Curb Inlet, 0-6' depth	EA	
09100-	00606	Type A-1 Curb Inlet, 6-12' depth	EA	
09100-	00607	Type Double A Curb Inlet, 0-6' depth	EA	
09100-	00608	Type Double A Curb Inlet, 6-12' depth	EA	
09100-	00609	8" X 12" X 12" Yard Drain (per County Detail)	EA	
09100-	00610	8" X 12" X 12" Yard Drain with concrete pad (per County Detail)	EA	
09100-	00611	12" X 12" X 12" Yard Drain (per County Detail)	EA	
09100-	00612	12" X 12" X 12" Yard Drain with concrete pad (per County Detail)	EA	
09100-	00613	12" X 15" X 15" Yard Drain (per County Detail)	EA	
09100-	00614	12" X 15" X 15" Yard Drain with concrete pad (per County Detail)	EA	
09100-	00615	Clean Out For Underdrain, Paved Surface	EA	
09100-	00616	Clean Out For Underdrain, Unpaved Surface	EA	
09100-	**00700**	**Inlet Bottom**		
09100-	00701	3'6" X 3'6" Structure Bottom, FDOT Index 200, 0-6' depth	EA	
09100-	00702	3'6" X 3'6" Structure Bottom, FDOT Index 200, 6-12' depth	EA	
09100-	00703	4' X 4' Structure Bottom, FDOT Index 200, 0-6' depth	EA	
09100-	00704	4' X 4' Structure Bottom, FDOT Index 200, 6-12' depth	EA	
09100-	00705	5' X 5' Structure Bottom, FDOT Index 200, 0-6' depth	EA	
09100-	00706	5' X 5' Structure Bottom, FDOT Index 200, 6-12' depth	EA	
09100-	00707	5' X 6' Structure Bottom, FDOT Index 200, 0-6' depth	EA	
09100-	00708	5' X 6' Structure Bottom, FDOT Index 200, 6-12' depth	EA	
09100-	00709	5' X 7' Structure Bottom, FDOT Index 200, 0-6' depth	EA	
09100-	00710	5' X 7' Structure Bottom, FDOT Index 200, 6-12' depth	EA	
09100-	00711	5' X 8' Structure Bottom, FDOT Index 200, 0-6' depth	EA	
09100-	00712	5' X 8' Structure Bottom, FDOT Index 200, 6-12' depth	EA	
09100-	00713	5' X 9' Structure Bottom, FDOT Index 200, 0-6' depth	EA	
09100-	00714	5' X 9' Structure Bottom, FDOT Index 200, 6-12' depth	EA	
09100-	00715	6' X 6' Structure Bottom, FDOT Index 200, 0-6' depth	EA	
09100-	00716	6' X 6' Structure Bottom, FDOT Index 200, 6-12' depth	EA	

09100-	00717	6' X 7' Structure Bottom, FDOT Index 200, 0-6' depth	EA	
09100-	00718	6' X 7' Structure Bottom, FDOT Index 200, 6-12' depth	EA	
09100-	00719	6' X 8' Structure Bottom, FDOT Index 200, 0-6' depth	EA	
09100-	00720	6' X 8' Structure Bottom, FDOT Index 200, 6-12' depth	EA	
09100-	00721	6' X 9' Structure Bottom, FDOT Index 200, 0-6' depth	EA	
09100-	00722	6' X 9' Structure Bottom, FDOT Index 200, 6-12' depth	EA	
09100-	00723	7' X 7' Structure Bottom, FDOT Index 200, 0-6' depth	EA	
09100-	00724	7' X 7' Structure Bottom, FDOT Index 200, 6-12' depth	EA	
09100-	00725	7' X 8' Structure Bottom, FDOT Index 200, 0-6' depth	EA	
09100-	00726	7' X 8' Structure Bottom, FDOT Index 200, 6-12' depth	EA	
09100-	00727	7' X 9' Structure Bottom, FDOT Index 200, 0-6' depth	EA	
09100-	00728	7' X 9' Structure Bottom, FDOT Index 200, 6-12' depth	EA	
09100-	00729	8' X 8' Structure Bottom, FDOT Index 200, 0-6' depth	EA	
09100-	00730	8' X 8' Structure Bottom, FDOT Index 200, 6-12' depth	EA	
09100-	00731	8' X 9' Structure Bottom, FDOT Index 200, 0-6' depth	EA	
09100-	00732	8' X 9' Structure Bottom, FDOT Index 200, 6-12' depth	EA	
09100-	00733	9' X 9' Structure Bottom, FDOT Index 200, 0-6' depth	EA	
09100-	00734	9' X 9' Structure Bottom, FDOT Index 200, 6-12' depth	EA	
09100-	00735	3'6" Dia. Structure Bottom, FDOT Index 200, 0-6' depth	EA	
09100-	00736	3'6" Dia. Structure Bottom, FDOT Index 200, 6-12' depth	EA	
09100-	00737	4' Dia. Structure Bottom, FDOT Index 200, 0-6' depth	EA	
09100-	00738	4' Dia. Structure Bottom, FDOT Index 200, 6-12' depth	EA	
09100-	00739	5' Dia. Structure Bottom, FDOT Index 200, 0-6' depth	EA	
09100-	00740	5' Dia. Structure Bottom, FDOT Index 200, 6-12' depth	EA	
09100-	00741	6' Dia. Structure Bottom, FDOT Index 200, 0-6' depth	EA	
09100-	00742	6' Dia. Structure Bottom, FDOT Index 200, 6-12' depth	EA	
09100-	00743	8' Dia. Structure Bottom, FDOT Index 200, 0-6' depth	EA	
09100-	00744	8' Dia. Structure Bottom, FDOT Index 200, 6-12' depth	EA	
09100-	**00800**	**Manholes**		
09100-	00801	Storm Manhole, 0-6ft depth	EA	
09100-	00802	Storm Manhole, 6-12ft depth	EA	
09100-	00803	Junction Box, 0-6ft depth	EA	
09100-	00804	Junction Box, 6-12ft depth	EA	
09100-	00805	Dog House Manhole, 0-6ft depth	EA	
09100-	00806	Dog House Manhole, 6-12ft depth	EA	
09100-	00807	Trench Grate (24" Wide X 12" deep includes grate lid)	LF	
09100-	**00900**	**Inlet Adjustments and Modifications**		
09100-	00901	Remove Inlet Top	EA	
09100-	00902	Remove Inlet Throat	EA	
09100-	00903	Pour Inlet Throat	EA	
09100-	00904	Reconstruct Inlet Wall	CY	
09100-	00905	Remove Ditch Bottom Inlet (including top and bottom)	EA	
09100-	00906	Remove Curb Inlet (including top and bottom)	EA	

09100-	00907	Remove and Replace County Type A Inlet Top	EA	
09100-	00908	Adjust Existing Manhole Tops (Rings and Boxes To Be Provided By Contractor) includes concrete collar	EA	
09100-	00909	Convert Existing Manhole to a Grate Drain (includes demo, removal, and concrete)	EA	
09100-	00910	Connect to Existing Inlet	EA	
09100-	00911	Expansion Joint and Filler	LF	
09100-	00912	Tie to Existing Inlets, Pipe, Manhole	EA	
09100-	00913	Modify Grate Top Inlet to Pedestrian Grate Top	EA	
09200-	**Stormwater Pipe**			
09200-	**00100**	**(HDPE) High Density Polyethylene Pipe, Single Wall**		
09200-	00101	4" HDPE SW Pipe	LF	
09200-	00102	6" HDPE SW Pipe	LF	
09200-	00103	8" HDPE SW Pipe	LF	
09200-	00104	12" HDPE SW Pipe	LF	
09200-	00105	15" HDPE SW Pipe	LF	
09200-	00106	18" HDPE SW Pipe	LF	
09200-	00107	24" HDPE SW Pipe	LF	
09200-	**00200**	**(HDPE) High Density Polyethylene Pipe, Double Wall**		
09200-	00201	6" HDPE DW Pipe, 0'-6' depth	LF	
09200-	00202	6" HDPE DW Pipe, 6'-12' depth	LF	
09200-	00203	8" HDPE DW Pipe, 0'-6' depth	LF	
09200-	00204	8" HDPE DW Pipe, 6'-12' depth	LF	
09200-	00205	12" HDPE DW Pipe, 0'-6' depth	LF	
09200-	00206	12" HDPE DW Pipe, 6'-12' depth	LF	
09200-	00207	15" HDPE DW Pipe, 0'-6' depth	LF	
09200-	00208	15" HDPE DW Pipe, 6'-12' depth	LF	
09200-	00209	18" HDPE DW Pipe, 0'-6' depth	LF	
09200-	00210	18" HDPE DW Pipe, 6'-12' depth	LF	
09200-	00211	24" HDPE DW Pipe, 0'-6' depth	LF	
09200-	00212	24" HDPE DW Pipe, 6'-12' depth	LF	
09200-	00213	30" HDPE DW Pipe, 0'-6' depth	LF	
09200-	00214	30" HDPE DW Pipe, 6'-12' depth	LF	
09200-	00215	36" HDPE DW Pipe, 0'-6' depth	LF	
09200-	00216	36" HDPE DW Pipe, 6'-12' depth	LF	
09200-	00217	42" HDPE DW Pipe, 0'-6' depth	LF	
09200-	00218	42" HDPE DW Pipe, 6'-12' depth	LF	
09200-	00219	48" HDPE DW Pipe, 0'-6' depth	LF	
09200-	00220	48" HDPE DW Pipe, 6'-12' depth	LF	
09200-	**00300**	**(HP DW HDPE) High Performance, Double Wall, High Density Polyethylene Pipe**		
09200-	00301	12" HP DW HDPE Pipe, 0'-6' depth	LF	
09200-	00302	12" HP DW HDPE Pipe, 6'-12' depth	LF	

09200-	00303	15" HP DW HDPE Pipe, 0'-6' depth	LF	
09200-	00304	15" HP DW HDPE Pipe, 6'-12' depth	LF	
09200-	00305	18" HP DW HDPE Pipe, 0'-6' depth	LF	
09200-	00306	18" HP DW HDPE Pipe, 6'-12' depth	LF	
09200-	00307	24" HP DW HDPE Pipe, 0'-6' depth	LF	
09200-	00308	24" HP DW HDPE Pipe, 6'-12' depth	LF	
09200-	00309	30" HP DW HDPE Pipe, 0'-6' depth	LF	
09200-	00310	30" HP DW HDPE Pipe, 6'-12' depth	LF	
09200-	**00400**	**(HP TW HDPE) High Performance, Triple Wall, High Density Polyethylene Pipe**		
09200-	00401	36" HP TW HDPE Pipe, 0'-6' depth	LF	
09200-	00402	36" HP TW HDPE Pipe, 6'-12' depth	LF	
09200-	00403	48" HP TW HDPE Pipe, 0'-6' depth	LF	
09200-	00404	48" HP TW HDPE Pipe, 6'-12' depth	LF	
09200-	**00500**	**(CPVC) Corrugated Polyvinyl Chloride Pipe**		
09200-	00501	12" CPVC Pipe, 0'-6' depth	LF	
09200-	00502	12" CPVC Pipe, 6'-12' depth	LF	
09200-	00503	15" CPVC Pipe, 0'-6' depth	LF	
09200-	00504	15" CPVC Pipe, 6'-12' depth	LF	
09200-	00505	18" CPVC Pipe, 0'-6' depth	LF	
09200-	00506	18" CPVC Pipe, 6'-12' depth	LF	
09200-	00507	24" CPVC Pipe, 0'-6' depth	LF	
09200-	00508	24" CPVC Pipe, 6'-12' depth	LF	
09200-	00509	30" CPVC Pipe, 0'-6' depth	LF	
09200-	00510	30" CPVC Pipe, 6'-12' depth	LF	
09200-	00511	36" CPVC Pipe, 0'-6' depth	LF	
09200-	00512	36" CPVC Pipe, 6'-12' depth	LF	
09200-	**00600**	**(PVC) Polyvinyl Chloride Pipe**		
09200-	00601	12" PVC Pipe, 0'-6' depth	LF	
09200-	00602	12" PVC Pipe, 6'-12' depth	LF	
09200-	00603	15" PVC Pipe, 0'-6' depth	LF	
09200-	00604	15" PVC Pipe, 6'-12' depth	LF	
09200-	00605	18" PVC Pipe, 0'-6' depth	LF	
09200-	00606	18" PVC Pipe, 6'-12' depth	LF	
09200-	00607	24" PVC Pipe, 0'-6' depth	LF	
09200-	00608	24" PVC Pipe, 6'-12' depth	LF	
09200-	00609	30" PVC Pipe, 0'-6' depth	LF	
09200-	00610	30" PVC Pipe, 6'-12' depth	LF	
09200-	00611	36" PVC Pipe, 0'-6' depth	LF	
09200-	00612	36" PVC Pipe, 6'-12' depth	LF	
09200-	**00700**	**(RCP) Reinforced Concrete Pipe**		

09200-	00701	15" RCP Pipe, 0'-6' depth	LF	
09200-	00702	15" RCP Pipe, 6'-12' depth	LF	
09200-	00703	18" RCP Pipe, 0'-6' depth	LF	
09200-	00704	18" RCP Pipe, 6'-12' depth	LF	
09200-	00705	24" RCP Pipe, 0'-6' depth	LF	
09200-	00706	24" RCP Pipe, 6'-12' depth	LF	
09200-	00707	30" RCP Pipe, 0'-6' depth	LF	
09200-	00708	30" RCP Pipe, 6'-12' depth	LF	
09200-	00709	36" RCP Pipe, 0'-6' depth	LF	
09200-	00710	36" RCP Pipe, 6'-12' depth	LF	
09200-	00711	42" RCP Pipe, 0'-6' depth	LF	
09200-	00712	42" RCP Pipe, 6'-12' depth	LF	
09200-	00713	48" RCP Pipe, 0'-6' depth	LF	
09200-	00714	48" RCP Pipe, 6'-12' depth	LF	
09200-	00715	54" RCP Pipe, 6'-12' depth	LF	
09200-	00716	60" RCP Pipe, 7'-12' depth	LF	
09200-	00717	72" RCP Pipe, 8'-12' depth	LF	
09200-	00718	84" RCP Pipe, 9'-12' depth	LF	
09200-	**00800**	**(ERCP) Elliptical Reinforced Concrete Pipe**		
09200-	00801	12" X 18" ERCP Pipe, 0'-6' depth	LF	
09200-	00802	12" X 18" ERCP Pipe, 6'-12' depth	LF	
09200-	00803	14" X 23" ERCP Pipe, 0'-6' depth	LF	
09200-	00804	14" X 23" ERCP Pipe, 6'-12' depth	LF	
09200-	00805	19" X 30" ERCP Pipe, 0'-6' depth	LF	
09200-	00806	19" X 30" ERCP Pipe, 6'-12' depth	LF	
09200-	00807	24" X 38" ERCP Pipe, 0'-6' depth	LF	
09200-	00808	24" X 38" ERCP Pipe, 6'-12' depth	LF	
09200-	00809	29" X 45" ERCP Pipe, 0'-6' depth	LF	
09200-	00810	29" X 45" ERCP Pipe, 6'-12' depth	LF	
09200-	00811	34" X 53" ERCP Pipe, 0'-6' depth	LF	
09200-	00812	34" X 53" ERCP Pipe, 6'-12' depth	LF	
09200-	**00900**	**(CMP) Corrugated Metal Pipe**		
09200-	00901	18" CMP Pipe, 0'-6' depth	LF	
09200-	00902	18" CMP Pipe, 6'-12' depth	LF	
09200-	00903	24" CMP Pipe, 0'-6' depth	LF	
09200-	00904	24" CMP Pipe, 6'-12' depth	LF	
09200-	00905	30" CMP Pipe, 0'-6' depth	LF	
09200-	00906	30" CMP Pipe, 6'-12' depth	LF	
09200-	00907	36" CMP Pipe, 0'-6' depth	LF	
09200-	00908	36" CMP Pipe, 6'-12' depth	LF	
09200-	**01000**	**(PSW HDPE) Perforated, Single Wall, High Density Polyethylene Pipe**		

09200-	01001	6" PSW HDPE Trench Wrap Underdrain	LF	
09200-	01002	8" PSW HDPE Trench Wrap Underdrain	LF	
09200-	01003	12" PSW HDPE Trench Wrap Underdrain	LF	
09200-	01004	15" PSW HDPE Trench Wrap Underdrain	LF	
09200-	01005	18" PSW HDPE Trench Wrap Underdrain	LF	
09200-	01006	24" PSW HDPE Trench Wrap Underdrain	LF	
09200-	**01100**	**(PDW HDPE) Perforated, Double Wall, High Density Polyethylene Pipe**		
09200-	01101	6" PDW HDPE Sock Wrap Underdrain	LF	
09200-	01102	8" PDW HDPE Sock Wrap Underdrain	LF	
09200-	01103	12" PDW HDPE Sock Wrap Underdrain	LF	
09200-	01104	15" PDW HDPE Sock Wrap Underdrain	LF	
09200-	01105	18" PDW HDPE Sock Wrap Underdrain	LF	
09200-	01106	24" PDW HDPE Sock Wrap Underdrain	LF	
09300-	**Mitered End Sections**			
09300-	**00100**	**(RCP) Round Concrete Pipe Cross Drain MES**		
09300-	00101	15" RCP Cross Drain MES, FDOT Index 272, 280	EA	
09300-	00102	18" RCP Cross Drain MES, FDOT Index 272, 280	EA	
09300-	00103	24" RCP Cross Drain MES, FDOT Index 272, 280	EA	
09300-	00104	30" RCP Cross Drain MES, FDOT Index 272, 280	EA	
09300-	00105	36" RCP Cross Drain MES, FDOT Index 272, 280	EA	
09300-	00106	42" RCP Cross Drain MES, FDOT Index 272, 280	EA	
09300-	00107	48" RCP Cross Drain MES, FDOT Index 272, 280	EA	
09300-	**00200**	**(CMP) Round Corrugated Metal Pipe Cross Drain MES**		
09300-	00201	15" CMP Cross Drain MES, FDOT Index 272, 280	EA	
09300-	00202	18" CMP Cross Drain MES, FDOT Index 272, 280	EA	
09300-	00203	24" CMP Cross Drain MES, FDOT Index 272, 280	EA	
09300-	00204	30" CMP Cross Drain MES, FDOT Index 272, 280	EA	
09300-	00205	36" CMP Cross Drain MES, FDOT Index 272, 280	EA	
09300-	00206	42" CMP Cross Drain MES, FDOT Index 272, 280	EA	
09300-	00207	48" CMP Cross Drain MES, FDOT Index 272, 280	EA	
09300-	**00300**	**(ERCP) Elliptical Concrete Pipe Cross Drain MES**		
09300-	00301	12" X 18" ERCP Cross Drain MES, FDOT Index 272, 280	EA	
09300-	00302	14" X 23" ERCP Cross Drain MES, FDOT Index 272, 280	EA	
09300-	00303	19" X 30" ERCP Cross Drain MES, FDOT Index 272, 280	EA	
09300-	00304	24" X 38" ERCP Cross Drain MES, FDOT Index 272, 280	EA	
09300-	00305	29" X 45" ERCP Cross Drain MES, FDOT Index 272, 280	EA	
09300-	00306	34" X 53" ERCP Cross Drain MES, FDOT Index 272, 280	EA	

09300-	**00400**	**(RCP) Round Concrete Pipe Side Drain MES**		
09300-	00401	15" RCP Side Drain MES, FDOT Index 273, 280	EA	
09300-	00402	18" RCP Side Drain MES, FDOT Index 273, 280	EA	
09300-	00403	24" RCP Side Drain MES, FDOT Index 273, 280	EA	
09300-	00404	30" RCP Side Drain MES, FDOT Index 273, 280	EA	
09300-	00405	36" RCP Side Drain MES, FDOT Index 273, 280	EA	
09300-	00406	42" RCP Side Drain MES, FDOT Index 273, 280	EA	
09300-	00407	48" RCP Side Drain MES, FDOT Index 273, 280	EA	
09300-	**00500**	**(CMP) Round Corrugated Metal Pipe Side Drain MES**		
09300-	00501	15" CMP Side Drain MES, FDOT Index 273, 280	EA	
09300-	00502	18" CMP Side Drain MES, FDOT Index 273, 280	EA	
09300-	00503	24" CMP Side Drain MES, FDOT Index 273, 280	EA	
09300-	00504	30" CMP Side Drain MES, FDOT Index 273, 280	EA	
09300-	00505	36" CMP Side Drain MES, FDOT Index 273, 280	EA	
09300-	00506	42" CMP Side Drain MES, FDOT Index 273, 280	EA	
09300-	00507	48" CMP Side Drain MES, FDOT Index 273, 280	EA	
09300-	**00600**	**(ERCP) Elliptical Concrete Pipe Side Drain MES**		
09300-	00601	12" X 18" ERCP Side Drain MES, FDOT Index 273, 280	EA	
09300-	00602	14" X 23" ERCP Side Drain MES, FDOT Index 273, 280	EA	
09300-	00603	19" X 30" ERCP Side Drain MES, FDOT Index 273, 280	EA	
09300-	00604	24" X 38" ERCP Side Drain MES, FDOT Index 273, 280	EA	
09300-	00605	29" X 45" ERCP Side Drain MES, FDOT Index 273, 280	EA	
09300-	00606	34" X 53" ERCP Side Drain MES, FDOT Index 273, 280	EA	
09400-	**00100**	**Headwall and Energy Dissipator**		
09400-	00101	Class I Concrete for Endwalls (steel included)	CY	
09400-	00102	Class II Concrete for Endwalls	CY	
09400-	00103	Reinforcing Steel for Endwalls	LB	
09400-	00104	Block Headwall, 8"x8"x16"	SF	
09400-	00105	Sand Bag Headwall, Cross Section Measurement	SY	
09500-	**00100**	**Misc. and Removal**		
09500-	00101	Construct Concrete Collar on Pipe	CY	
09500-	00102	Excavate and Reinstall Existing Pipe, 6"-24"	LF	
09500-	00103	Excavate and Reinstall Existing Pipe, 30" and larger	LF	
09500-	00104	Pipe Removal, 6"-24"	LF	
09500-	00105	Pipe Removal, 30" and larger	LF	
09500-	00106	Remove Gravel from Pipe Bed	CY	
09500-	00107	Remove Miter Ends and Plug Existing Pipe	EA	
09500-	00108	Remove Existing Concrete Headwall, 6"-24" Pipe	EA	
09500-	00109	Remove Existing Concrete Headwall, 30" and Larger	EA	
09500-	00110	Remove Existing Sand Bag Headwall, 6"-24" Pipe	EA	
09500-	00111	Remove Existing Sand Bag Headwall, 30" and Larger	EA	

09500-	00112	Remove MES for 6"-24" (or equivalent) pipe	EA	
09500-	00113	Remove MES for 30" and larger (or equivalent) pipe	EA	
09500-	00114	Remove Sand, Silt, & Vegetation From Existing Culverts	CY	
10000-	***Sewer***			
10100-	**00100**	**Gravity**		
10100-	00101	8" Sewer Line Gravity Fed, 0-6' depth	LF	
10100-	00102	8" Sewer Line Gravity Fed, 6-12' depth	LF	
10100-	00103	10" Sewer Line Gravity Fed, 0-6' depth	LF	
10100-	00104	10" Sewer Line Gravity Fed, 6-12' depth	LF	
10200-	**00100**	**Force Main**		
10200-	00101	6" Sewer Line Force Main, 0-6' depth	LF	
10200-	00102	6" Sewer Line Force Main, 6-12' depth	LF	
10200-	00103	8" Sewer Line Force Main, 0-6' depth	LF	
10200-	00104	8" Sewer Line Force Main, 6-12' depth	LF	
10200-	00105	10" Sewer Line Force Main, 0-6' depth	LF	
10200-	00106	10" Sewer Line Force Main, 6-12' depth	LF	
10300-	**00100**	**Manholes**		
10300-	00101	Sewer Manhole, 0-6ft depth	EA	
10300-	00102	Sewer Manhole, 6-12ft depth	EA	
10400-	**00100**	**Services**		
10400-	00101	4" Sewer Service Line - Short	LF	
10400-	00102	4" Sewer Service Line - Long	LF	
10400-	00103	6" Sewer Service Line - Short	LF	
10400-	00104	6" Sewer Service Line - Long	LF	
10500-	**00100**	**Fittings**		
10400-	00101	4" Sanitary Sewer Transition Coupling	EA	
10400-	00102	6" Sanitary Sewer Transition Coupling	EA	
10400-	00103	8" Sanitary Sewer Transition Coupling	EA	
10400-	00104	10" Sanitary Sewer Transition Coupling	EA	
00000-	00105	12" Sanitary Sewer Transition Coupling	EA	
10500-	00106	8" Tapping Sleeve w/ Valve	EA	
10500-	00107	8" x 8" x 8" Tee Fitting	EA	
10500-	00108	6" x 8" x 8" Tee Fitting	EA	
10500-	00109	8" 90 Elbow	EA	
10600-	**00100**	**Miscellaneous**		
10600-	00101	8" Iron Clean Out	EA	
10600-	00102	8" Gate Valve w/ Box	EA	
10600-	00103	Encase Sewer Line	LF	

11000-	***Water***			
11100-	**00100**	**Pipe**		
11100-	00101	4" PVC Waterline, 0'-6' depth	LF	
11100-	00102	4" PVC Waterline, 6'-12' depth	LF	
11100-	00103	6" PVC Waterline, 0'-6' depth	LF	
11100-	00104	6" PVC Waterline, 6'-12' depth	LF	
11100-	00105	8" PVC Waterline, 0'-6' depth	LF	
11100-	00106	8" PVC Waterline, 6'-12' depth	LF	
11100-	00107	6" Iron Ductile Water Line, 0'-6' depth	LF	
11100-	00108	6" Iron Ductile Water Line, 6'-12' depth	LF	
11100-	00109	8" Iron Ductile Water Line, 0'-6' depth	LF	
11100-	00110	8" Iron Ductile Water Line, 6'-12' depth	LF	
11200-	**00100**	**Services**		
11200-	00101	1" Water Service Line - Short	LF	
11200-	00102	1" Water Service Line - Long	LF	
11200-	00103	1.5" Water Service Line - Short	LF	
11200-	00104	1.5" Water Service Line - Long	LF	
11200-	00105	2" Water Service Line - Short	LF	
11200-	00106	2" Water Service Line - Long	LF	
11300-	**00100**	**Fittings**		
11300-	00101	4" x 4" Tapping Sleeve w/ Valve	EA	
11300-	00102	4" x 6" Tapping Sleeve w/ Valve	EA	
11300-	00103	6" x 6" Tapping Sleeve w/ Valve	EA	
11300-	00104	6" Ductile Iron Transition Fitting	EA	
11300-	00105	8" Ductile Iron Transition Fitting	EA	
11300-	00106	4" x 4" x 4" Tee Fitting	EA	
11300-	00107	4" x 6" x 6" Tee Fitting	EA	
11300-	00108	6" x 6" x 6" Tee Fitting	EA	
11300-	00109	4" Elbow, 22.5°, 45°, 90°	EA	
11300-	00110	6" Elbow, 22.5°, 45°, 90°	EA	
11300-	00111	8" Elbow, 22.5°, 45°, 90°	EA	
11300-	00112	6" Gate Valve w/ Box	EA	
11300-	00113	6" Gate Valve	EA	
11300-	00114	8" Tapping Sleeve w/ Valve	EA	
11300-	00115	8" Gate Valve w/ Box	EA	
11300-	00116	4" Insert-A-Valve	EA	
11300-	00117	6" Insert-A-Valve	EA	
11300-	00118	8" Insert-A-Valve	EA	
11400-	**00100**	**Miscellaneous**		
11400-	00101	Adjust Water Meter (Rings and Boxes To Be Provided By Contractor) includes concrete collar	EA	

11400-	00102	Adjust Water Valve (Rings and Boxes To Be Provided By Contractor) includes concrete collar	EA	
11400-	00103	Relocate Water Meter	EA	
11400-	00104	Relocate Water Valve	EA	
11400-	00105	Relocate Fire Hydrant	EA	
11400-	00106	Re-connect Fire Hydrant	EA	
11400-	00107	Fire Hydrant Assembly (new)	EA	
12000-	***Drilling***			
12100-	**00100**	**Jack and Bore**		
12100-	00101	Jack and Bore for 6" pipe (Pipe included), 0-6' depth	LF	
12100-	00102	Jack and Bore for 6" pipe (Pipe included), 6-12' depth	LF	
12100-	00103	Jack and Bore for 8" pipe (Pipe included), 0-6' depth	LF	
12100-	00104	Jack and Bore for 8" pipe (Pipe included), 6-12' depth	LF	
12100-	00105	Jack and Bore for 10" pipe (Pipe included), 0-6' depth	LF	
12100-	00106	Jack and Bore for 10" pipe (Pipe included), 6-12' depth	LF	
12100-	00107	Jack and Bore with Encasement for 2" pipe, 0-6' depth	LF	
12100-	00108	Jack and Bore with Encasement for 2" pipe, 6-12' depth	LF	
12100-	00109	Jack and Bore with Encasement for 4" pipe, 0-6' depth	LF	
12100-	00110	Jack and Bore with Encasement for 4" pipe, 6-12' depth	LF	
12100-	00111	Jack and Bore with Encasement for 6" pipe, 0-6' depth	LF	
12100-	00112	Jack and Bore with Encasement for 6" pipe, 6-12' depth	LF	
12100-	00113	Jack and Bore with Encasement for 8" pipe, 0-6' depth	LF	
12100-	00114	Jack and Bore with Encasement for 8" pipe, 6-12' depth	LF	
12100-	00115	Jack and Bore with Encasement for 10" pipe, 0-6' depth	LF	
12100-	00116	Jack and Bore with Encasement for 10" pipe, 6-12' depth	LF	
12100-	00117	Jack and Bore with Encasement for 18" pipe, 0-6' depth	LF	
12100-	00118	Jack and Bore with Encasement for 18" pipe, 6-12' depth	LF	
12100-	00119	Jack and Bore with Encasement for 24" pipe, 0-6' depth	LF	
12100-	00120	Jack and Bore with Encasement for 24" pipe, 6-12' depth	LF	
13000-	***Stormwater Pollution Prevention***			
13100-	**00100**	**Stabilization**		
13100-	00101	Centipede Sod, Staked, less than 1000sy	SY	
13100-	00102	Centipede Sod, Staked, over 1000sy	SY	
13100-	00103	St Augustine Sod, Staked, less than 1000sy	SY	
13100-	00104	St Augustine Sod, Staked, over 1000sy	SY	
13100-	00105	Bermuda Sod, Staked, less than 1000sy	SY	
13100-	00106	Bermuda Sod, Staked, over 1000sy	SY	
13100-	00107	Argentine Bahia Sod, Staked, less than 1000sy	SY	
13100-	00108	Argentine Bahia Sod, Staked, over 1000sy	SY	
13100-	00109	Bermuda, Seeding and Mulch , (15lb Per Acre)	LB	
13100-	00110	Argentine Bahia, Seeding and Mulch, (70lb Per Acre)	LB	

13100-	00111	Centipede, Seeding and Mulch, (15lb Per Acre)	LB	
13100-	00112	Rye Grass (Cool), Seeding and Mulch, (15lb Per Acre)	LB	
13100-	00113	Millet (Warm), Seeding and Mulch, (30lb Per Acre)	LB	
13100-	00114	Mulch	SY	
13100-	00115	Mulch, (2 Ton Per Acre)	TON	
13100-	00116	Seed & Mulch Road & Shoulders	SY	
13100-	00117	Erosion mat with the seed and mulch included in the mat.	EA	
13200-	**00100**	**Energy Dissipation**		
13200-	00101	18" Depth Rip Rap Rubble w/ 4" Bedding Stone and Geotextile	SY	
13200-	00102	4" Bedding Stone and Geotextile	SY	
13200-	00103	Rip Rap Rubble	TON	
13200-	00104	Stone Rip Rap, Class I	TON	
13200-	00105	Stone Rip Rap, Class II	TON	
13200-	00106	Stone Rip Rap, Class III	TON	
13200-	00107	Stone Rip Rap, Class IV	TON	
13200-	00105	Grout Fill for Rip Rap	CY	
13300-	**00100**	**Erosion Control**		
13300-	00101	Silt Fence Type III, less than 500lf	LF	
13300-	00102	Silt Fence Type III, over 500lf	LF	
13300-	00103	Silt Fence Type IV, less than 500lf	LF	
13300-	00104	Silt Fence Type IV, over 500lf	LF	
13300-	00105	Staked Turbidity Barrier	LF	
13300-	00106	Floating Turbidity Barrier	LF	
13300-	00107	Safety Fence, less than 500lf	LF	
13300-	00108	Safety Fence, over 500lf	LF	
13300-	00109	Baled Hay or Straw	EA	
13300-	00110	Establish, quantify, and submit an approved erosion control plan prepared by a certified technician.	EA	
13300-	00111	Construct Stabilized Gravel Construction Entrance	SY	
13300-	00112	NPDES NOI and NOT Permit, including SWPPP and monitoring (for use only with disturbed areas over 1.0 Acre)	EA	
13300-	00113	NPDES Construction General Permit, NOI, and NOT (including SWPPP and monitoring), for use only with disturbed areas over 1.0 acre	EA	
13400-	**00100**	**Removal**		
13400-	00101	Remove Existing Rubble (Stone Rip Rap or Concrete)	CY	
13400-	00102	Remove Existing Concrete Energy Dissipater	EA	
14000-	***Fence***			
14100-	**00100**	**Chain Link**		
14100-	00101	4' Chain Link Fence	LF	
14100-	00102	6' Chain Link Fence	LF	

14100-	00103	4' X 4' Single Chain Link Swing Gate	EA	
14100-	00104	4' X 6' Single Chain Link Swing Gate	EA	
14100-	00105	6' X 6' Single Chain Link Swing Gate	EA	
14100-	00106	4' X 8' Double Chain Link Swing Gate, (2) 4' Gates	EA	
14100-	00107	4' X 12' Double Chain Link Swing Gate, (2) 6' Gates	EA	
14100-	00108	6' X 12' Double Chain Link Swing Gate, (2) 6' Gates	EA	
14100-	00109	6' X 14' Double Chain Link Swing Gate, (2) 7' Gates	EA	
14100-	00110	6' X 24' Double Chain Link Cantilever Slide Gate, (2) 12' Gates	EA	
14200-	**00100**	**Wire**		
14200-	00101	4' Wire Fence, less than 150 lf	LF	
14300-	**00100**	**Wood**		
14300-	00101	Wood Split Rail Fence	LF	
14300-	00102	6' Wood Fence (Non alternating Vertical Boards)	LF	
14300-	00103	6' Wood Fence (Alternating Vertical Boards)	LF	
14300-	00104	Single Wood Gate 6' X 4'	EA	
14300-	00105	Single Wood Gate 6' X 5'	EA	
14300-	00106	Double Wood Gate 6' X 5'	EA	
14300-	00107	Double Wood Gate 6' X 14' (two 7' gates w/ metal frame)	EA	
14400-	**00100**	**Removal**		
14400-	00101	Remove Existing 6' Wood Fence	LF	
14400-	00102	Remove Existing Split Rail Fence	LF	
14400-	00103	Remove Existing Chain Link Fence	LF	
14400-	00104	Remove Existing Wire Fence	LF	
14500-	**00100**	**Posts**		
14500-	00101	Corner Post, Wood Post, 4' Wire Fence	EA	
14500-	00102	Corner Post, Wood Post, 6' Wood Fence	EA	
14500-	00103	Corner Post, Metal Post, 4' Wood Fence	EA	
14500-	00104	Corner Post, Metal Post, 4' Chain Link Fence	EA	
14500-	00105	Corner Post, Metal Post, 6' Chain Link Fence	EA	
14500-	00106	End/Pull Post, Wood Post, 4' Wire Fence	EA	
14500-	00107	End/Pull Post, Wood Post, 6' Wood Fence	EA	
14500-	00108	End/Pull Post, Metal Post, 4' Wood Fence	EA	
14500-	00109	End/Pull Post, Metal Post, 4' Chain Link Fence	EA	
14500-	00110	End/Pull Post, Metal Post, 6' Chain Link Fence	EA	
14600-	**00100**	**Retaining Wall**		
14600-	00101	Composite Sheet Pile Retaining Wall, Up to 6' High	LF	
14600-	00102	Steel Sheet Pile Retaining Wall, Up to 6' High	LF	
14600-	00103	Vinyl Sheet Pile Retaining Wall, Up to 6' High	LF	
14600-	00104	Decorative 6" Thick Concrete Retaining Wall, Up to 3' High	LF	

15000-	***Irrigation***			
15100-	**00100**	**Sprinkler Head**		
15100-	00101	2" Pop up Rotor Type 360 degree Rotation Sprinkler Head	EA	
15100-	00102	2" Pop up 90 degree spray Non-Rotating Sprinkler Head	EA	
15100-	00103	2" Pop up 180 degree spray Non-Rotating Sprinkler Head	EA	
15100-	00104	4" Pop up Rotor Type 360 degree Rotation Sprinkler Head	EA	
15100-	00105	6" Pop up Rotor Type 360 degree Rotation Sprinkler Head	EA	
15100-	00106	12" Pop up Rotor Type 360 degree Rotation Sprinkler Head	EA	
15100-	00107	Rotor Type Sprinkler Head on Riser	EA	
15100-	00108	Rotor Type Sprinkler Head on Riser on Grade	EA	
15100-	00109	4" Spray Type Sprinkler Head	EA	
15100-	00110	6" Spray Type Sprinkler Head	EA	
15100-	00111	12" Spray Type Sprinkler Head	EA	
15100-	00112	Spray Type Sprinkler Head on Riser	EA	
15100-	00113	Spray Type Sprinkler Head on Riser on Grade	EA	
15200-	**00100**	**Sprinkler Line**		
15200-	00101	Flexible Drip Tubing Installed Below Grade	EA	
15200-	00102	Flexible Drip Tubing Installed Above Grade	EA	
15200-	00103	1/2" PVC sprinkler line , less than 150lf	LF	
15200-	00104	1/2" PVC sprinkler line, over 150lf	LF	
15200-	00105	3/4" PVC sprinkler line, less than 150lf	LF	
15200-	00106	3/4" PVC sprinkler line, over 150lf	LF	
15200-	00107	1" PVC sprinkler line, less than 150lf	LF	
15200-	00108	1" PVC sprinkler line, over 150lf	LF	
15200-	00109	1 1/2" Schedule 40 PVC Sprinkler line, less than 150lf	LF	
15200-	00110	1 1/2" Schedule 40 PVC Sprinkler line, over 150lf	LF	
15200-	00111	2" Schedule 40 PVC sprinkler line, less than 150lf	LF	
15200-	00112	2" Schedule 40 PVC sprinkler line, over 150lf	LF	
15300-	**00100**	**Fittings and Valves**		
15300-	00101	Deep Well Tree Bubbler	EA	
15300-	00102	Tree Emitter w/ Tree Grate	EA	
15300-	00103	Multi-Outlet Emitter Installed in a Box	EA	
15300-	00104	Multi-Outlet Emitter Installed below grade	EA	
15300-	00105	Single-Outlet Emitter Installed Below Grade	EA	
15300-	00106	Drip Emitter Tubing Outlet	EA	
15300-	00107	90 degree PVC Fitting	EA	
15300-	00108	"T" PVC Fitting	EA	
15300-	00109	"Cross" PVC Fitting	EA	
15300-	00110	Flex Pipe	EA	
15300-	00111	Flex Pipe Nipple	EA	
15300-	00112	Flex Pipe "T"	EA	
15300-	00113	Flex Pipe Elbow	EA	

15300-	00114	Install 4" Conduit for irrigation pipe	LF	
15300-	00115	Install Electrical Conduit for irrigation System	LF	
15300-	00116	Multiple Day Pump Timer (Intermatic)	EA	
15300-	00117	3 zone Switching Box	EA	
15300-	00118	4 zone Switching Box	EA	
15300-	00119	1.5 hp Pump	EA	
15300-	00120	2.0 hp Pump	EA	
15300-	00121	Solar Powered Solenoid	EA	
15300-	00122	DC Powered Solenoid	EA	
15300-	00123	AC Powered Solenoid	EA	
15300-	00124	Backflow Preventer w/ Enclosure	EA	
15300-	00125	Pressure Reducing Valves	EA	
15300-	00126	Pressure Vacuum Breaker w/ Enclosure	EA	
15300-	00127	Wye Strainer	EA	
15300-	00128	Shut Off Valve: Gate Valve Type 2" or Smaller	EA	
15300-	00129	Shut Off Valve: gate Valve Type 2 1/2" or Greater	EA	
15300-	00130	Shut Off Valve: Butterfly Valve Type	EA	
15300-	00131	Quick Coupler Valve	EA	
15300-	00132	Angle Valve	EA	
15300-	00133	Remote Control Valve	EA	
15300-	00134	Master Control Valve	EA	
15300-	00135	Automatic Controller (Electric): In Enclosure	EA	
15300-	00136	Automatic Controller (Electric): Wall Mounted	EA	
15300-	00137	Automatic Controller (Electric): Pedestal Mounted	EA	
15300-	00138	Automatic Controller (Solar): In Enclosure	EA	
15300-	00139	Automatic Controller (Solar): Wall Mounted	EA	
15300-	00140	Automatic Controller (Solar): Pedestal Mounted	EA	
15300-	00141	Light Powered Controller	EA	
15300-	00142	Low Voltage Controller Wiring	LF	
15300-	00143	Valves Boxes	EA	
15300-	00144	Flush Valve: Manual Type	EA	
15300-	00145	Flush Valve: Automatic Type	EA	
15300-	00146	Air / Vacuum Relief Valve	EA	
15300-	00147	Air Release Valve	EA	
15300-	00148	Pressure Relief Valve	EA	
15300-	00149	Pressure Regulator	EA	
15300-	00150	Drip Remote Control Valve Assembly	EA	
15300-	00151	Remote Control Valve	EA	
15300-	00152	Flow Sensors	EA	
15300-	00153	Rain Sensors	EA	
15300-	00154	Moisture Sensor	EA	
15300-	00155	Basket Strainer	EA	
15300-	00156	Booster Pump	EA	
15300-	00157	Control Wire Pull Box	EA	
15300-	00158	Hose Bibs	EA	

15300-	00159	Thrust Blocks	EA	
15300-	00160	Stabilizing Rods	EA	
15300-	00161	Well Drilling 4"per linear foot	LF	
15300-	00162	Well Drilling 6"per linear foot	LF	
15300-	00163	Submersible Pumps. 5 hp	EA	
15300-	00164	Submersible Pumps. 7.5 hp	EA	
15300-	00165	Submersible Pumps. 10 hp	EA	
16000-	***Landscape***			
16100-	**00100**	**Wildflowers**		
16100-	00101	Lance-leaf Tickseed (Seed Application)	AC	
16100-	00102	Lance-leaf Tickseed (Seed Application)	SY	
16100-	00103	Thickleaf Phlox (Seed Application)	AC	
16100-	00104	Thickleaf Phlox (Seed Application)	SY	
16200-	**00100**	**Trees**		
16200-	00101	Cypress (minimum 12' Overall with 7' Clear Trunk)	EA	
16200-	00102	Crape myrtles (minimum 20 Gal container)	EA	
16200-	00103	Dogwood (minimum 20 Gal container)	EA	
16200-	00104	Elms (minimum 12' Overall with 7' Clear Trunk)	EA	
16200-	00105	Live Oaks (minimum 12' Overall with 7' Clear Trunk)	EA	
16200-	00106	Maple (minimum 12' Overall with 7' Clear Trunk)	EA	
16200-	00107	River Birch (minimum 12' Overall with 7' Clear Trunk)	EA	
16200-	00108	Sabal Palm (minimum 12' Overall)	EA	
16200-	00109	Sago Palm (minimum 10 Gal container)	EA	
16300-	**00100**	**Shrubs**		
16300-	00101	Azaleas, minimum 3 gallon container	EA	
16300-	00102	Ligustrum, minimum 3 gallon container	EA	
16300-	00103	Lirope (Minimum 1 gallon)	EA	
16300-	00104	Lantana (Minimum 1 gallon)	EA	
16300-	00105	Indian Hawthorn (Minimum 1 gallon)	EA	
16400-	**00100**	**Mulch**		
16400-	00101	Red Cedar Mulch	CY	
16400-	00102	Tan Mulch	CY	
16400-	00103	Pine Bark Mulch	CY	
16400-	00104	Pine straw	Bale	
16500-	**00100**	**Miscellaneous**		
16500-	00101	Pinless Brick Retaining wall (low height and load capacity; i.e. landscape bricks) per brick	EA	
16500-	00102	Install Keystone Wall (Material, rock drain, tie backs and Labor included)	SY	
16500-	00103	Cord Grass	EA	

16500-	00104	Arrow Head	EA	
16500-	00105	Pickend Weed	EA	
17000-	***Miscellaneous***			
17100-	00101	Adjust Existing Gas Valve	EA	
17100-	00102	Jobsite Board for posting project information, permits, etc.	EA	
17100-	00103	Waterproof Jobsite Storage Board Container/Tube for project information, permits, SWPPP plans, etc.	EA	
18000-	***Natural Disaster Fee (Not to exceed 25% of the contract)***			
18100-	00101	Emergency Response Fee (May only be used during a Declared Natural Disaster and must meet all Local, State, and Federal Requirements)	Per $10,000	

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_____

_____
Contractors License (Type)

_____
Contractors License Number

Escambia County Occupational License No._____

Terms of Payment
(Check one) Net 30 Days _____ 2% 10th Prox____

County Permits/Fees required for this project:

Permit Cost
None Known

Bidder:
_____

By:
_____

Signature:
_____

Title:
_____

Address:
_____

_____

Person to contact concerning this bid:

_____
Phone/TollFree/Fax#:_____

_____
E-MailAddress:_____
HomePage Address: _____

Attached to bid you shall find a bid surety, cashier's check or certified check (circle one that applies) in the amount of **$1000.00**.

All work shall be completed within **the time specified on the Work Order.** The Bidder agrees to be substantially complete no less than thirty (30) days from the final completion date stated on the Notice to Proceed. **Liquidated damages in the amount of $1000.00/day will be assessed for each day that Substantial Completion of the project is delayed.** All work to be accomplished under this bid shall be the responsibility of Bidder and failure of subcontractors to perform shall not relieve Bidder of any liquidated damages. A Bid Surety in the amount of **$1000.00** is to be furnished by each Bidder.

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(print name of the public entity)

by_____
(print individual's name and title)

for_____
(print name of entity submitting sworn statement)

whose business address is

_____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or
   b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding

36 months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e). **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT HIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(signature)

Sworn to an subscribed before me this_____ day of _____, 20_____

Personally known _____ _____

OR produced identification_____ Notary Public - State of_____

_____ My commission expires_____
(Type of identification)

_____
(Printed typed or stamped commissioned name of notary public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____ does:
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____
Offeror's Signature

_____
Date

Information Sheet
for Transactions and Conveyances
Corporation Identification

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

(Please Circle One)

Is this a Florida Corporation Yes or No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:
President:_____ Secretary:_____
Vice President:_____ Treasurer:_____
Director:_____ Director:_____
Other:_____ Other:_____

Name of Corporation (As used in Florida):

_____
(Spelled exactly as it is registered with the state or federal government)

Corporate Address:
Post Office Box:_____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete next page)

Corporate Identification

Federal Identification Number: _____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: _____
Telephone Number:_____Facsimile Number:_____

Name of individual who will sign the instrument on behalf of the company:

_____

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

_____

END

---

(850) 488-9000 Verified by:_____ Date:_____

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850)595-4805.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal 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.

BidInformation See Home Page URL:
http://www.myescambia.com/Bureaus/ManagementServices/CurrentSolicitations.html
Click on **CURRENT 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**
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 Auctions**

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, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

Specification Number PD 14-15.064"GENERAL PAVING & DRAINAGE PRICING AGREEMENT", 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.

It is the intent of this contract to replace the following County road paving and drainage contract: PD 10-11.065, General Paving and Drainage Pricing Agreement.

This contractual agreement is to perform a wide range of projects in an economical and timely manner. These projects may consist of but are not limited to: Drainage Projects, Roadway Widening Projects, Dirt Road Paving, Community Improvement Projects, Safe Route to School Projects, Traffic Calming Projects, Roadway Reconstruction Projects, Resurfacing Projects, etc., with no single project exceeding $350,000.00 in total value or having more than 25% of its value in Balance-of-Line items.

To be eligible for award of this contract, offeror shall possess either a General Contractor's License or an Underground Utility Contractor's License. Subcontractors shall be properly licensed for the work performed under this contract.

This contract shall be administered by the Public Works Department/Engineering Division and the Office of Purchasing with individual projects being managed by the Department/Division(s) requesting work.

Purpose:
This policy clarifies the Low-Bid Contractor Review and Comment Process for Pricing Agreement and Balance of Line Items.

A. Pricing Agreement Procedure:
   1. County staff and/or Architect/Engineer (A/E) shall complete the current Pricing Agreement to the best of their ability and knowledge.
   2. Low-Bid Contractor shall be selected and notified of the apparent low-bid status.
   3. Low-Bid Contractor shall meet with A/E and/or County staff, to review the Plans and the Pricing Agreement and anticipated construction completion date. Any changes to the Pricing Agreement, as a result of the Low-Bid Contractor's review, will not change the Low-Bid Contractor's status.

B. Balance of Line Item Procedure:
   1. County shall submit a request to all bidders on the pricing agreement for the cost of an item not already on the Pricing Agreement.
   2. Contractor shall respond, in writing, within five (5) business days with the unit price for each Balance of Line Item. All balance of line items shall not exceed 25% of the overall cost of the project.
   3. County staff shall provide enough information, as determined by the County, to allow the contractor to adequately submit a quote.

4. Received quotes will be entered into the Pricing Agreement for selection of low-bid contractor.

C. Contractor Construction Time:

1. Project Managers will communicate urgency of project timeline with contractor prior to issuance of the Notice to Proceed (NTP). Within three (3) days of notification, the first low-bid contractor shall issue a statement to the Project Coordinator if the timeline cannot be met. At the discretion of County staff, the contract can be awarded to the next low-bid contractor.
2. Upon issuance of a Purchase Order and receipt of bonding and insurance requirements, the Project Coordinator shall issue a Notice to Proceed to the Contractor. The Contractor shall have ten (10) Days to mobilize. If the contractor has not mobilized within the first ten (10) days, the Project Coordinator issues a Construction Start Time notice, the first contractor forfeits the contract. The contract is then awarded to the second low bidder.
3. Construction timelines are based on actual construction time, without rainy days, administrative processing, etc. Time extension requests will be justified and handled through the County Engineering finance office.

2. **Bid Surety**

Each offer shall be accompanied by a bid surety, cashier's check or certified check in the amount of **$1,000.00**.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful offeror(s) will be returned immediately after the offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the offeror and the County, and/or the offeror accepts the purchase order by signing the solicitation, offer and award form/acceptance copy of same and returning to the County Purchasing Division.

Any unsuccessful offeror(s) will have the amounts of his cashier's or certified check returned via county warrant promptly after award. All offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

3. **Bonds**

Performance and Payment Bonds
The County **shall** require the successful offeror(s) to furnish **separate performance and payment bonds**, under pledge of adequate surety and covering up to **100% of the dollar value of each Purchase Order award of $25,000.00 or greater** on the forms provided by the County. Bonds of the successful offeror(s) shall be recorded in the Office of the Clerk of the Circuit Court Recording Office, 1st Floor, 221 Palafox Place, Pensacola, Florida, by the successful offeror at his expense before work begins. The cost of recording is $10.00 for the first page and $8.50 for each additional page.

4. **Procurement Questions**

Procurement questions may be directed to Joe F. Pillitary, Jr., CPPO, CPPB, Purchasing Coordinator, Telephone: (850) 595-4985, Fax: (850) 595-4805, email: joe_pillitary@myescambia.com. Technical questions may be directed to Elizabeth Bush, Engineering Construction Manager, Engineering

Division. Telephone (850)595-3450, Fax (850)595-3444., email: mebush@myescambia.com.

5. **Bid Form**

This Solicitation contains a Solicitation, Offer and Award Form and a multiple page Bid Form which shall be submitted in a sealed envelope, in duplicate with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

6. **Mandatory Pre-Solicitation Conference**

A Mandatory Pre-Solicitation Conference will be held at the Matt Langley Bell III Building, 213 Palafox Place, Pensacola, FL 32502 in Conference Room #11.407 on Wednesday, August 12, 2015 at 10:00 a.m. CDT. All offerors must be present. Offers received from any firm(s) that did not attend the Mandatory Pre-Solicitation Conference will not be opened.

7. **Liquidated Damages**

Should the awarded vendor fail to complete the required services or make delivery of the commodities or equipment within the time(s) specified in the contract, or within such additional time(s) as may be granted by Escambia County, the County will suffer damage, the amount of which is difficult, if not impossible to ascertain therefore, the vendor shall pay to the County, as liquidated damages, the sum of **$1000.00** for each calendar day of delay per project that actual completion extends beyond the time limit specified until such reasonable time as may be required for final completion of the work. Such sum is mutually agreed upon as a reasonable and proper amount of damages the County will sustain per diem by failure of the vendor to complete the services or make delivery within the specified time. The costs for liquidated damages shall not be construed as a penalty on the vendor.

8. **Compliance with Occupational Safety and Health**

Offeror certifies that all material, equipment, etc., contained in his offer meets all Occupational Safety and Health Administration (OSHA) requirements.

Offeror further certifies that, if he is the awarded vendor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the vendor.

In compliance with Chapter 442, Florida Statutes, any item delivered under a contract resulting from this solicitation shall be accompanied by a Material Safety Data Sheet (MSDS) The MSDS shall include the following information.

A. The chemical name and the common name of the toxic substance.

B. The hazards or other risks in the use of the toxic substance, including:

1. The potential for fire, explosion, corrosiveness and reactivity;

2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substance; and

3. The primary route of entry and symptoms of over exposure.

C. The proper precautions, handling practices, necessary personal protective equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over exposure.

D. The emergency procedure for spills, fire, disposal and first aid.

E. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.

F. The year and month, if available, that the information was complied and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

9. **Safety Regulations**

Equipment shall meet all state and federal safety regulations for grounding of electrical equipment.

10. **Codes and Regulations**

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

11. **Payment**

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted services will be accomplished by submission of an **original** invoice, in triplicate, to the Department/Bureau/Division requesting work per the Purchase Order.

Public Works Department/Engineering Division
3363 West Park Place
Pensacola, FL 32502
Attention: Elizabeth Bush, Engineering Construction Manager

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.

Prior to submitting its first Monthly Application for Payment, Contractor shall submit to County a complete list of all its proposed subcontractors and materialmen, showing the work and materials involved. The first Application for Payment shall be submitted no earlier than thirty (30) days after Commencement Date or as negotiated.

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 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.

Applications for Payment shall be submitted via e-mail to: enginvoices@myescambia.com.

Contractor shall submit one (1) copy of each of its Application 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 or as negotiated. 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 denial and return of the Application for Payment by the County, the Contractor may make the necessary corrections and resubmit the Application for Payment. The County shall, within thirty (30) calendar 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.

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.

Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work..

Each Application for Payment shall be accompanied by Release and Affidavit, in the form required by the client, 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.

Applications for Payment will not be approved unless all submittals required by the Contract documents, up to that point, are provided.

12. **Warranty**

The awarded vendor shall fully warrant all equipment furnished hereunder against defect in materials and/or workmanship for a period of **Two (2) Years** from date of acceptance by Escambia County.

Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the awarded vendor shall repair or replace same at no cost to the County, immediately upon written notice from the Contracting Officer Representative.

13. **Protection of Property/Security**

The awarded vendor shall provide all barricades and take all necessary precautions to protect buildings and personnel.

All work shall be completed in every respect and accomplished in a professional manner and awarded vendor shall provide for removal of all debris from county property.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

The awarded vendor shall at all times guard against injury to Escambia County employees. The vendor shall properly fence and secure the construction site(s) at all times, including evenings and

weekends.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

Contract Information

14. **Contract Term/Renewal/Termination**

A. The contract resulting from this Solicitation shall commence effective October 1, 2015 after award by the Board of County Commissioners and extend for a period of Thirty-six (36) months to expire on September 30, 2018.

B. Annual continuation of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

C. The initiating County Department/Division shall issue release (purchase) orders against the term contract on an "as needed" basis. Any project requiring the issuance of a Purchase Order of fifty thousand dollars ($50,000.00) and greater or a Change Order increasing the total dollar value of a purchase order to $50,000.00 or greater shall be requested by the client Department and authorized by the Board of County Commissioners in accordance with the County Ordinance 2001-60, Section 46-64, prior to issuance of a Purchase Order/Change Order. No project shall exceed $350,000.00 without prior approval of the Board of County Commissioners.

D. The contract may be canceled by the awarded vendor, for cause, upon ninety (90) days prior written notice. The County retains the right to terminate the contract, with or without cause, upon thirty (30) days prior written notice.

15. **Price Adjustment**

The contract resulting from this Solicitation includes provision for price adjustments. Written request for price adjustments may be made annually. Any request shall be submitted to the Engineering Construction Manager no later than July 1 of the fiscal Year. All awarded vendors will be allowed to adjust their unit price, whether as an increase or a decrease, at the established annual renewal time (The Effective Date for all requested Changes shall be October 1, the start of a new fiscal year). If any vendor should choose not to adjust their unit prices, it is an understood acceptance of the updated fuel index and understands that any bituminous adjustments will be utilizing the current fuel index for the month of renewal (September). Any requested increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the awarded contractor by its suppliers. Adjustments in prices shall be accomplished by written amendment to this contract submitted by the Contract Administrator and approved by the Board of County Commissioners, with an Effective Date of October 1st.

16. **Purchasing Agreements with other Government Agencies**

The submission of any offer in response to this Solicitation constitutes an offer made under the same terms and conditions, for the same contract price, to other governmental agencies within the offeror's area of responsibility, territory, zone, region, etc..

Each governmental agency desiring to accept these offers, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials ordered and received by it, and no agency

assumes any liability by virtue of this offer.

17. **Balance-of-Line Contract (BOL)**

Awarded contractors are requested to offer a Balance-of-Line of services available but not listed on the bid form. Balance-of-Line items apply to any of the contractor's services that are available to each contract eligible user. It is the intent of this contract that by expanding the contract with "Balance-of-Line" commodities and/or services, all eligible contract users will have a much greater variety of goods and services from which to choose. No individual project shall consist of more than 25% of its dollar value as Balance-of Line item(s). This clause may not be used to Change Order a Purchase Order, i.e. if an item is not identified as part of the project prior to Purchase Order award, the Department/Division shall obtain BCC approval to amend the project prior to project being finalized. The Contract Administration representative reserves the right to accept or reject individual item(s) or all items offered as Balance-of-Line.

When Balance-of-Line items are to be utilized on a project to be awarded under this solicitation, the Contract Administrator shall attempt, if feasible to document that all awarded contractors were contacted for the purpose of obtaining current pricing for Balance-of-Line items that may be required for a project.

The County will issue release (purchase) orders against the contract on an as needed basis for the supplies or services listed on the bid form and any Balance–of-Line items identified for a project.

18. **Licenses, Certifications, Registrations**

The offeror shall at all times of bid submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services relating to this solicitation.

Copies of such licenses, certifications, registrations and any other requirements should be provided with the bid submission; and, the offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

19. **Permits**

Permits required by governmental agencies with jurisdiction shall be the responsibility of the awarded vendor to research and obtain as required to complete this contractual service. Permits are to be amortized into the bid offered with no additional allowance. These permits shall be readily available for review by the Purchasing Manager or his/her designee and the Contract Administrator or his/her designee.

20. **Term of Offer**

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the county within ninety (90) days from the solicitation opening date, the offeror may withdraw his offer or provide a written extension of his offer.

21. **Award**

Multiple awards may be made based upon Mandatory attendance at the Pre-Solicitation Conference, responsibility and responsiveness to the needs of the County. It is the intent of the County to issue Purchase Orders with the responsive and responsible bidders who can provide the services at the lowest competitive price (as listed upon the Bid Forms submitted) plus Balance-of-Line items when added and based upon the needs of the County at the time of such need.**(Initial Award by the BCC SHALL NOT be contingent upon a provider being able to provide all items listed upon the Bid Form,**

individual Purchase Order Awards shall be based upon the lowest TOTAL BID for items listed on the Bid Form and Balance-of-Line items if any identified prior to the issuance of the original project Purchase Order).

The Initial Award of a contract does not guarantee issuance of a Purchase Order for services listed herein. The Bid Form shall be utilized initially to determine the lowest cost associated to a project. Purchase Orders shall be issued as the form of Project Award to the contractor capable of meeting the services and schedule for a project. The contractor listed upon the Purchase Order shall be solely responsible for all work contained therein, failure of sub-contractors to perform shall be the responsibility of the awardee.

It is the intent of the department administrating the contract to issue projects to the lowest responsive responsible bidder. However if the low bidder is non-responsive, unable to meet the departments required schedule, or if the low bid Contractor does not have the desire to perform the work required by the project, the department may approach the next lowest bidder. The low bid Contractor must reply within 5 business days in writing or as Specified in the request to the notice (The Agency may notify the Contractor by work order, purchase order, or letter of interest) whether or not they intend on performing the work. If the Contractor chooses not to perform the work, the Agency may approach the next lowest responsive responsible bidder. If the Agency chooses to obtain the services of the next lowest bidder, a Memo/Letter will be placed in the file explaining why the contract was not awarded to the lowest bidder. It is the Contract Administrator's responsible to notify the Office of Purchasing of the letter of refusal from the lowest bidder. Consecutive letters of refusal may result in the removal of the Contractor from the contract in accordance with the County Code of Ordinances, Chapter 46, Suspension or Debarment by the Board of County Commissioners.

Awarded Contractors who fail to respond to a request by the county to negotiate or perform an awarded project three (3) times shall be subject to removal from the awarded Contractors list.

23. **Termination**

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the county's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

24. **Termination (Services)**

The Contract Administrator shall notify the Office of Purchasing of unsatisfactory performance and/or deficiencies in service that remain unresolved or recurring. The Office of Purchasing shall notify the contractor, in writing, of such unresolved or recurring deficiencies within ten (10) working days of notification by the Contract Administrator.

Upon the third such written notification of unsatisfactory performance and/or deficiencies to the contractor by the Office of Purchasing within a four (4) month period; or the sixth such notification within any contract term, shall result in issuance of written notice of immediate contract termination to the contractor by the Office of Purchasing. Such termination may also result in suspension or debarment of the contractor.

25. **Termination (Public Records Request)**

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

26. **As Specified**

All items delivered shall meet the specifications herein. Items delivered not as specified will be returned at no expense by Escambia County. The County may return, for full credit, any unused items received which fail to meet the County's performance standards.

27. **Quantity**

Escambia County reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown on the bid form.

It is understood by all offeror's that these are only estimated quantities and the County is not obligated to purchase any minimum or maximum amount during the life of this contract.

28. **Questions and Responses**

Contractors requesting a response from Escambia County shall submit all questions in writing no later than **5:00 p.m., August 20, 2015** to the appropriate party. Failure to submit requests in writing in a timely manner or receive a response to verbal requests shall not be grounds for a protest.

Insurance Requirements

29. **Standard Insurance Requirements and Certificates**

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents,

whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor' 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, nonowned and hired automobiles and employee nonownership use.

Excess or Umbrella Liability Coverage
Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance
Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.
Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

4. Designate Escambia County as the certificate holder as follows:
   Escambia County
   Attention: Joe F. Pillitary, Jr., CPPO, CPPB, Purchasing Coordinator
   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
The County may require the following endorsements or additional types of insurance.

Commercial General Liability Coverage Project Aggregate
Because the commercial general liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit of $1,000,000 is required by the County for this agreement or contract.

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.

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.

30. **Indemnification**

Contractor agrees to hold harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

31. **Trench Safety Act (Construction)**

Offerors shall comply with the "Florida Trench Safety Act".

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 or to the current index at the time of extension/renewal. 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.

   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.

   The bituminous material adjustments will be calculated monthly utilizing the index for the corresponding month. The adjustments, if warranted will be tabulated for the duration of the contract and submitted for payment at the semi-final or final payment.

   1.6. The County will utilize the FDOT Fuel & Bituminous Price Index to 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.

ESCAMBIA COUNTY

MUNICIPAL SERVICES BENEFITS UNITS

GUIDELINES AND PROCEDURES

Adopted by the Escambia County
Board of County Commissioners
July 28, 1998

Revised for clarity by:
Engineering Division of Public Works
and
Reviewed by Office of Management Budget
April 2014

INTRODUCTION

The Escambia County Board of County Commissioner's Municipal Services Benefit Unit (MSBU) Program is a community self-help program. It provides a process by which communities may enhance their efforts to secure quality construction of essential improvements. The success of the program is directly related to the cooperative effort of each resident, the community and the County.

The MSBU program is also utilized to fund much needed services, such as fire protection, street lighting, drainage improvements, dirt road paving, etc. that specially benefit the unincorporated areas of Escambia County.

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Municipal Services Benefits Units (MSBU)

Background Highlights

Municipal Services Benefits Units (MSBU)

Municipal Services Benefits Units (MSBU) are special assessment districts created by the Board of County Commissioners under the authority of Florida Statutes 125.01. Under this Statute the Board has the authority to create special districts to provide a variety of services including fire protection, street lighting, transportation and drainage, etc. The services or improvements within the MSBU must specially benefit the property owners to be assessed for the improvements or services. MSBU Special Assessments are collected through the "Uniform Method of Collection" as authorized in Florida Statute 197.3632 and are billed along with other Property Taxes each November.

Role of the Board of County Commissioners and Staff

The Board of County Commissioners acts as the governing body of the districts. The Board must adopt the MSBU budget, establish the level of services to be provided, and levy the special assessment to pay for the services. County staff is responsible for preparation of resolutions, ordinances, scheduling required public hearings required under the uniform method and publishing the required legal and display notices in the newspaper. County staff mails a first class notice to each property owner in the first year a special assessment is levied under the uniform method.

Role of the Property Appraiser

The Property Appraiser provides to the Board of County Commissioners information from the data base maintained by his office such as Owner's Name, Address, Value of the Property, front footage, size and type of structures, as well as section maps detailing the proposed district etc. The Property Appraiser has no further role in the levy or collection of non-ad valorem assessments.

Role of the Tax Collector

The Tax Collector's Office is responsible for the annual billing for collection of non ad valorem assessments based on the information transmitted to his office by electronic medium. The information transmitted to the Tax Collector is prepared by the County Staff. The transfer of this information to the Tax Collector must be completed no later than September 15 of each year to be included in the Uniform Tax bills mailed in November. The Board of County Commissioners is responsible for the payment of actual cost incurred by the Tax Collector in billing the Non-Ad valorem Assessments. The Tax Collector is responsible for the collection of delinquent Non-Ad valorem assessments. The Tax Collector is responsible for the sale of tax deeds on ad valorem and non ad valorem special assessments.

Role of the Santa Rosa Island Authority

The Santa Rosa Island Authority is responsible for maintenance of the Non-Ad valorem assessment data base for the Santa Rosa Island MSBU. This office has the official responsibility for public records and can make corrections to the assessment roll, update the data base for changes to the property such new structures, etc. prior to Fiscal Year 2012/13. Escambia County is now using the Uniform Method of Collection for all Santa Rosa Island properties and maintains the associated data base.

Role of the Clerk of the Circuit Court

The Clerk of the Circuit Court is responsible for recording and administering liens on unpaid assessments on Santa Rosa Island.

Policy Highlights

The funds raised are public funds and must be collected, accounted for and spent in accordance with applicable laws regarding public funds. Only public property can be maintained and improved by an MSBU; access must be open to all members of the public equally. In addition, adequate easements or property dedications must be provided if needed. Escambia County may establish MSBUs within municipalities upon approval of the respective city government in accordance with Florida Statutes 125.01(1)(p).

- A petition process is used in establishing MSBU's to ensure community awareness and involvement in the decision-making process. This also increases recognition of the public nature of the improvements and the responsibility of property owners for payment of the assessments.

  - The minimum percentage required for the petition is as follows:
    1. 66% of the property owners representing 66% of the property for a capital improvement MSBU.
    2. 55% of the property owners representing 55% of the property for a service or street lighting MSBU.

- Cost estimates are available at the time of obtaining petition signatures.

  - Appropriate preliminary engineering or surveying fees are necessary to obtain valid preliminary cost estimates for construction projects.

- Design and construction work will be completed by independent consultants and contractors – not County staff. All work shall be in accordance with County, State, and Federal guidelines, standards, and specifications.

- Separate accounts are maintained for each district.

- An additional petition and public hearing is required prior to the award of construction bids if the total project cost estimates increase 20% or more above the estimate included in the initial petition required to establish the district.

- Property owners are responsible, in advance, for all costs associated with construction plans and construction documents whether or not the improvements are constructed.

- Designation of a liaison by each district is important for maximum neighborhood input and on-going coordination between the community and the County.

  - For the same reason, a central County staff contact is designated for each project from the budget department and the associated department for the specific district type.

- The district liaison is authorized to request minor changes that may be needed over time. Minor changes, are defined as those which represent an estimated increase in total annual cost / assessments of no more than 10%.

- A financing option is provided to expedite implementation of the maintenance or construction districts.

Municipal Services Benefits Units (MSBU)

General Guidelines for Establishing New Districts

STATUTORY AUTHORITY

Chapter 125.01(q)1 of the Florida Statutes authorizes the Board of County Commissioners to provide for the establishment, merging, or abolishment of municipal services taxing (MSTUs) or benefit units (MSBUs) on any part or all of the unincorporated area of the county. It also provides for a County MSTU or MSBU to include all or part of a municipality subject to consent by ordinance of the governing body of the municipality. The law permits such districts to be created for the purpose of providing and maintaining facilities or services which specifically benefit property owners in a particular area. The facilities or services must provide a public purpose. Typical improvements include road paving and drainage, water service and street lighting.

Chapter 197.3632 of the Florida Statutes provides for the levy, collection and enforcement of non-ad valorem assessments through the uniform method. Non-ad valorem assessments are not based on millage but on the cost to provide the improvement(s) and the corresponding benefit to the assessed property. They are collected through the tax bill method and can become a lien against a homestead.

TYPES OF MSBU DISTRICTS AND SERVICES

Currently there are four (4) types of MSBU Districts in Escambia County. These are described below.

Fire Protection

Fire Protection Service is provided to the Unincorporated Area and the Town of Century through an MSBU.

Sheriff's Protection and Mosquito Control

Sheriff's Protection and Mosquito Control services are provided to the Leaseholders/Property owners on Santa Rosa Island through an MSBU.

Construction Districts

- Construction/reconstruction shall be in accordance with current County, State, and Federal standards.
- Areas to be improved shall be dedicated to the public.

- Areas to be improved that are currently private require proof of ability to transfer the area to public ownership and must be submitted as part of the application for establishment of an MSBU.

Street Lighting Districts

- Construction/reconstruction and maintenance
- Lights need to be installed and subsequently maintained.

COSTS INVOLVED IN THE MSBU PROCESS

Costs involved with **every** district:

- $100 application fee. . The application fee will not be returned if the MSBU is not established. In order to be refunded, the cost of the application fee must be included as a part of the cost of the MSBU.

- 10% Administrative fee (may be addressed on a case-by-case basis for construction MSBU's.)

- 1/2% Tax Collector commission

- Reserves for contingencies/cash balance forward

Additional **Construction** District costs:

- Annual repayment of financing

- Cost of the preliminary engineering report and/or cost estimate

- All fees associated with engineering services

- Right-of-Way and property acquisition costs including appraisals, title search, recording fees, etc.

All construction costsInterest on funds borrowed through the construction period.Additional **Street Lighting** District costs:

- Installation costs and facilities costs, if necessary. These costs may be paid entirely in the first year.

- Separate accounts will be maintained for each district.

MSBU BOUNDARIES

Municipal Services Benefits Units (special assessment districts) may be created for the following types of areas in Escambia County:

- Platted and unplatted (acreage) residential areas (subdivisions, streets, etc.) where area to be improved is public.

Areas not included:

- Any and all privately owned property without a County easement or right-of-way.

ESTABLISHMENT PROCEDURES FOR MSBUs

Steps	**Responsibility**
1. Initial request for procedures	Property Owners
2. Application and fee submission	Property Owners
3. Application review/ Scope of Work*/Preliminary engineering*/ lighting report	Budget/Engineering/Consultant
4. Petition preparation	Budget
5. Petition submission	Property Owners
6. Petition acceptance and Public Hearing scheduling	BCC/Budget
7. First Public Hearing	BCC/Budget
8. Implementation:	
Obtain final engineering plans*	Engineering/Consultant
Bid the construction*	Purchasing/Engineering
Coordinate/Construct the improvements*	Engineering/Contractor
9. Final Public Hearing to establish final assessments adoption of final tax roll at the First Public Hearing to adopt the Annual County Budget)	BCC/Budget

*The Public Works Department **Engineering Division** shall be involved in all Construction District steps.

Each of these steps is further explained below.

1. Initial Request for MSBU Procedures
   Interested homeowners should call, or send a letter or emailrequesting Guidelines and Procedures for the establishment of a special assessment district to:

Office of Management and Budget
Escambia County Courthouse
221 Palafox Place, Suite 440
P. O. Box 1591
Pensacola, FL 32597-1591
(850) 595-4960
e-mail: budget@myescambia.com

The request must identify:

- the area affected (e.g., community, subdivision or street)
- the type of improvement involved (e.g., paving and drainage or street lighting)
- the type of district requested (i.e., construction or street lighting)

2. Application and Fee Submission

   The Office of Management and Budget will provide the "Guidelines and Procedures" booklet to use in requesting establishment of a district. The necessary information and completed forms are returned to the Office of Management and Budget as the formal application for a district, along with a $100.00 application fee.

   An informative letter may be mailed to all of the property owners in the proposed area to be improved or a meeting may be scheduled to advise the property owners of the submitted application for an MSBU.

   For Construction Districts, the application and fee submission may be submitted after the preliminary engineering report is completed.

3. Application Review/Scope of Work /Preliminary Engineering /Lighting Report

   The formal application is reviewed by Budget Staff to confirm that the information is sufficient.

   For Construction Districts:

   A Preliminary Engineering Report is required. The property owners must pay for the cost of this report. The property owners must coordinate the Scope of Work with the Engineering Division, prior to the owners contracting with a firm from the approved list of qualified engineers. Budget shall provide the approved list. Non-qualified engineering firms must be pre-approved through the Purchasing Division.

   The Preliminary Engineering Report shall include, but not be limited to, engineering design services, geotechnical services, environmental services, other professional services as necessary, permit fees, estimated construction cost, conceptual plans, etc. A 10% contingency fee shall be applied to the construction estimate and a 10% reserve fee shall be applied to all other MSBU costs. For other districts including Fire Protection, Sheriff Protection and Mosquito Control and Street Lighting a preliminary Engineering Report is typically not necessary.

A 10% contingency fee shall be applied to any construction estimate and a 10% reserve fee shall be applied to all other MSBU costs.

4. Petition Preparation

The Board of County Commissioners has determined that a petition may serve as an indicator of the amount of community interest for a proposed project.

For Construction Districts: the petition, prepared by Budget Staff, will reflect the total costs estimated in the preliminary engineering report... The petition will also reflect the appropriate reserves, contingencies, administrative fees and interest expense during the construction period. County Engineering Staff will review and approve the consultant's submittals and cost estimates prior to submission to Budget Staff and the BOCC.

For other districts: The petition, prepared by Budget Staff, will reflect all estimated costs including the appropriate reserves, contingencies, administrative fees.

The petition will be provided to the District Liaison.

5. Petition Submission

The District Liaison will obtain the required property owner signatures on the petition and return it to Budget Staff for review and acceptance.

6. Petition Acceptance and Public Hearing Scheduling

The Board of County Commissioners may consider petitions signed by at least 66% (55% for Street Lighting Districts) of the current property owners (number of owners) representing at least 66% (55% for Street Lighting Districts) of the property (number of lots or number of front feet, measured consistent with the method of assessment) within the district boundaries.

If the petition meets the above requirements and is accepted by the Board of County Commissioners, a public hearing shall be authorized for the consideration of an ordinance to establish the district.

Please note that once the petition is accepted and a public hearing is authorized, the petition is no longer relevant to the final determination by the Board of County Commissioners to proceed with the project. The final determination of the scope and feasibility of a project will be determined by Escambia County.

If final plans have not been completed after petition acceptance the homeowners will be notified that an additional petition and BOCC shall be required.

7. First Public Hearing

When the proposed ordinance and all documents are in order and a public hearing date is scheduled, legal notices will be published in the newspaper. In addition, notification will be mailed to all property owners listed on the tax roll within the proposed district. At the public hearing, the Board of County Commissioners may consider comments, objections, and information relevant to the creation of the district. The County Commissioners may enact or deny the ordinance. If the ordinance is enacted, it will be recorded in the Recording Department, Escambia County Clerk's Office, reflecting the preliminary assessment amount for each property.

8. Implementation

For Construction Districts:
The engineering plans are prepared by the engineering consultant and reviewed by the County Engineering Division of Public Works, utility providers, state/federal regulatory agencies, etc, as necessary to obtain approval/permits.

Upon approval of the plans, the appropriate process will begin to award a construction contract.

For All Districts:
Upon review of the final engineering plans or receipt of the construction bids, if the total project cost is 20% or more over the preliminary cost estimates, an additional petition process will be conducted and an additional public hearing will be held by the Board of County Commissioners to determine if the project should continue prior to the bid process or bid award. Notices for this public meeting will be published in the newspaper and notification will also be mailed to all property owners listed on the tax roll within the proposed district.

Coordinate/construct improvements as appropriate. Construction improvements shall be completed in accordance with approved construction documents.

Property owners are responsible for the full cost of all engineering services and will be charged for the cost of the plans whether or not the improvements are constructed.

9. Final Public Hearing

After construction is complete, all costs relating to the project are compiled by OMB. The Board of County Commissioners is requested to authorize a Final Public Hearing to adopt the Final Assessment Resolution or enact an Amended Ordinance. All property owners listed on the roll within the district will be notified of the Public Hearing and the results. The final adjusted assessments will be recorded in the Recording Department, Escambia County Clerk's Office. Property owners may prepay their assessments or choose to have them collected through the Tax Collector on their tax bills.

Notification and action concerning subsequent annual increases or decreases in the yearly assessments will be governed by:

- requirements of Florida Statutes;
- County policy; and
- on-going coordination mechanisms between the District and County identified in the Detailed Procedures.

DISSOLUTION PROCEDURES FOR MSBUs

Upon written request, the County will provide guidelines for dissolving a district. The district can only be dissolved after having first been created by ordinance at a public hearing. The steps to take in requesting dissolution of a district are:

Submission of an application to dissolve the district and $100 application fee.

- Submission of a petition including the outstanding financial obligations and credits of the district.

- The petition, to be considered, must be signed by at least 66% (55% for Street Lighting Districts) of the current property owners (number of owners) representing at least 66% (55% for Street Lighting Districts) of the property (measured consistent with the method of assessment) within the district boundaries.

- Public Hearing by the Board of County Commissioners to establish final assessments

EXCEPTIONS TO THE GUIDELINES

The Board of County Commissioners may address exceptions to any of the guidelines on a case-by-case basis.

QUESTIONS?

Contact the Office of Management and Budget, (850) 595-4960.

NOTE: Detailed Procedures for each type of District should be consulted for more specific information concerning requirements and procedures.

DETAILED PROCEDURES

CONSTRUCTION DISTRICTS

CONSTRUCTION DISTRICTS
DETAILED PROCEDURES

Initial Request for MSBU Procedures

Upon request of the procedures to establish an MSBU, the Office of Management and Budget will forward a copy of the "Guidelines and Procedures" booklet to the requestor. The request should be made to:

Office of Management and Budget
Escambia County, Florida
221 Palafox Place, Suite 440
P. O. Box 1591
Pensacola, FL 32597-1591
(850) 595-4960

The request must identify:

- the area affected (e.g., community, subdivision or street)
- the type of improvement involved (e.g., paving, drainage, water service, etc)

Application for Construction District

In order to proceed with establishing a district, interested homeowners must submit the following as the official request for consideration:

- Scope of Services for the proposed improvement.
- The County encourages community participation in the development of the scope of services.
- Thoroughness in describing the desired scope of services is important as it is the key to the development of sound preliminary cost estimates.
- Boundaries must be continuous and not split parcels or lots. Enclaves are not allowed if the reason is to remove a lot or lots because the property owner is not in favor of the establishment of the district.
- The district to be assessed does not necessarily include an entire subdivision if the entire subdivision does not materially benefit from the proposed action.
- Districts may be established in unplatted residential areas where the proposed

action benefits property owners in a definable geographic area.

- Districts must contain a minimum of two distinct taxable (or platted) pieces of property.

Copies of section maps may be obtained from the Office of the Property Appraiser, 221 Palafox Place, (850) 434-2735.

- Contact individual and proposed liaison names, addresses and phone numbers.

- $100.00 application fee made payable to the Board of County Commissioners, Escambia County.

Application Review/Preliminary Engineering Report

Upon receipt of the application for an MSBU, a letter may be mailed to each property owner advising of the application submittal and the imminent petition process. The District Commissioner might request an informative meeting with the property owners to discuss the MSBU process. Upon request by the district Liaison and with sufficient notice, OMB is available to attend any community meetings concerning the establishment of the district. Notification to property owners of any County-sponsored meeting will be coordinated through OMB. OMB would appreciate the opportunity to review any correspondence relating to the establishment of the district prior to circulation.

OMB will review the items submitted as part of the application to confirm that the information is complete. The application will then be copied to appropriate departments for review of the scope of work and plat information. The Office of the County Engineer will confirm the adequacy of the scope of work description.

Preliminary Engineering is required for all construction district improvements.

- The property owners must provide for the cost of the preliminary engineering report as well as contract with the engineering firm from the OMB provided list for this work.

- If the improvements are not constructed, contributions toward the cost of preliminary engineering will not be refunded.

OMB staff will present any requests for County participation in construction projects to the Board of County Commissioners for consideration.

Petition Submission

The Board of County Commissioners has determined that a petition may serve as an indicator of the amount of community interest for a proposed project.
The petition will reflect the total cost for engineering services and construction. as provided by the preliminary engineering report. The petition will also reflect the appropriate reserves, contingencies, administrative fees and interest expense during the construction period. The petition will be provided to the District Liaison.

OMB staff will identify a date for petition return of 30-60 calendar days, based upon target time frame, for public hearing and upon length of time cost estimates will be valid. All cost estimates more than 12 months old will require updating.

Petition Acceptance.

The petition, to be considered, must be signed by at least 66% of the current property owners (number of owners) that represent at least 66% of the property (number of lots or front footage, measured consistent with the method of assessment) within the district boundaries.

- A property owner is the individual or group of individuals that own a parcel of land.

- In determining eligible signatures of owners, all of the non-related current owners of a parcel or the designated trustee must sign the petition for the ownership and parcel to count towards the 66% requirements.

- Once submitted, names may not be withdrawn from the petition.

Upon return, County staff will review the petition for acceptability, consulting other departments as appropriate.

A petition will not be accepted without the signatures of all property owners who would be required to dedicate right-of-ways or easements to the County.

If the petition is accepted, OMB will request the Board of County Commissioners authorize a public hearing for consideration of the ordinance to establish the district. Please note that once the petition is accepted and a public hearing is authorized, the petition is no longer relevant to the final determination by the Board of County Commissioners to proceed (or not) with the project. The final determination of the scope and feasibility of a project will be determined by Escambia County.

Public Hearing

When the proposed ordinance and all documents are in order and a public hearing date is scheduled, legal notices will be published. In addition, notification will be mailed to all property owners listed on the tax roll within the proposed district.

This public hearing will not be scheduled unless all affected property owners have agreed to dedicate the necessary right-of-way to the County.

At the public hearing, the Board of County Commissioners may consider comments, objections, and information relevant to the creation of the district. The County Commissioners may enact or deny the ordinance. If the ordinance is enacted, Board authorization will be requested to obtain final engineering and construction bids, and to record the Ordinance and Preliminary Assessment Liens.

Implementation

Engineering plans are required for all construction district improvements. The engineering plans are prepared by the engineering consultant and reviewed by the County Engineering Division of Public Works. Property owners are responsible for the cost of engineering services and will be charged for the cost of the plans whether or not the improvements are constructed.

Construction estimates equal to or less than $350,000 may be constructed utilizing the current General Paving and Drainage Pricing Agreement Contract.

Construction estimates greater than $350,000 will be solicited by the Office of Purchasing.

- District Liaison will be provided a qualified contractor list
- District Liaison will be provided a copy of thebid tabulation
- If the lowest responsive bid amountrepresents an increase of 20% or morethan the preliminary estimate, an additional petition process will be conducted and an additional public hearing will be held. Notice of this public hearing will be published and notification will be mailed to all property owners.
  In subsequent years, increases may apply due to economic conditions (i.e. interest rate changes associated with commercial financing, asphalt escalation, etc).
- District Liaison is notified of award recommendation
  - Award must be in conformance with the Escambia County Code.

Bid is awarded by the Board of County Commissioners.

- District Liaison is notified by County Staff.

After awarding the bid, a work order and/or Notice to Proceed will be issued to the contractor and construction will begin.

Be advised that outside financing may be required in order to implement the engineering and construction of the improvements. The interest rate shall be quoted by the commercial source(s). Interest expense on funds borrowed during the engineering and construction of the project will be included in the assessments.

All engineering and construction shall proceed in accordance with the Policies and Procedures of the Engineering Division of Public Works.

Final Public Hearing

After construction is complete, all costs (including change orders) relating to the project will be complied by OMB. The Board will be requested to schedule a Final Public Hearing to adopt the final assessment through a resolution or amending ordinance. The Public Hearing will be advertised and notification mailed to all property owners listed on the tax roll within the district.

If adopted, the Resolution or Amending Ordinance, including Final Assessment Liens, will be recorded in the Escambia County public records.

Final Assessments may be prepaid at no additional charge for long-term interest within thirty (30) days of the Final Public Hearing to establish final assessments. Repayment after that date will be calculated to include payment and accrued interest.

Term of the loans may be determined as follows:

Assessment	Term
$3,000 and up	10 years
$2,500 to $2,999	8 years
$2,000 to $2,499	6 years
$1,500 to $1,999	4 years
$1,000 to $1,499	3 years
$ 500 to $ 999	2 years
$ -0- to $ 499	1 year

Final determination as to the terms of repayment will be made by the Board of County Commissioners in conjunction with the District Liaison.

Annual Assessments are collected through the Tax Collector of Escambia County, in the same manner as all other County taxes are collected.

Municipal Services Benefits Units (MSBU)

Street Lighting Districts

STREET LIGHTING DISTRICTS
DETAILED PROCEDURES

Initial Request for MSBU Procedures

Upon request of the procedures to establish an MSBU, the Office of Management and Budget will forward a copy of the "Guidelines and Procedures" booklet to the requestor. The request should be made to:

Office of Management and Budget
Escambia County, Florida
221 Palafox Place, Suite 440
P. O. Box 1591
Pensacola, FL 32597-1591
(850) 595-4960

The request must identify:

- the area affected (e.g., community, subdivision or street)
- the type of improvement involved (i.e., street lighting)
- the type of district contemplated (i.e., street lighting)

Application for District

Application can be made by interested homeowners or developers for establishment of a new street lighting district or changes or additions to an existing one. See last page of these guidelines for application form.

Contact OMB when requesting changes or additions to an existing street lighting district for determination of justification of the request. If the request is relatively minor and the cost impact minimal, an application fee and petition may not be necessary. Requests for more extensive changes must follow the same requirements as new districts.

In order to proceed with establishing a new district or changing the lighting equipment in an existing district, interested homeowners or developers must submit the following as the official request for consideration:

- $100.00 application fee (per street lighting district) made payable to the Board of County Commissioners, Escambia County.

- Contact individual (or developer) and proposed liaison names, addresses and phone numbers. (Form is on last page of guidelines)

- Copy of the Property Appraiser's section map with:

  - Proposed boundaries for the district outlined.

  - Boundaries must be continuous and not split parcels or lots. Enclaves are not allowed if the reason is to remove a lot or lots because the property owner is not in favor of establishment of the district.

  - Tracts for drainage, buffer zones, etc. are usually included in the district but not assessed for street lighting.

  - The district to be assessed does not necessarily include an entire subdivision if the entire subdivision does not materially benefit from the proposed action.

  - Districts must contain a minimum of two distinct taxable (or platted) pieces of property.

  - Copies of section maps may be obtained from the Office of the Property Appraiser, 221 Palafox Place, (850) 434-2735.

Petition Submission

The Board of County Commissioners has determined that a petition may serve as an indicator of the amount of community interest for a proposed project.
OMB will prepare a petition for distribution by the District Liaison or Developer. Only petitions prepared by OMB will be accepted.

The petition will reflect the various charges included in calculating the assessments. The street lighting assessment will include: utility costs, rental or purchase of lights and poles, 1/2% Tax Collector commission, 10% administrative fees and a 10% reserve (for the first year of assessment)

Note: If a developer owns 100% of the property to be included in a street lighting district, the petition process is not necessary. Request for establishment of the street lighting district can be in the form of a letter.

Submission of complete developer requests and homeowner petitions including requests for changes, additions or deletions and petitions for new districts are accepted through June 1 to be effective after October 1 of the following fiscal year. Extensions may be granted through July 31 on a case by case basis.

Petition Acceptance

The petition, to be accepted, must be signed by at least 55% of the current property owners (number of owners) representing at least 55% of property (number of lots or number of front feet, measured consistent with the method of assessment) within the district boundaries.

- A property owner is the individual or group of individuals that own a parcel of land.

- In determining eligible signatures of owners, all of the non-related current owners of a parcel or the designated trustee must sign the petition for the ownership and parcel to count towards the 55% requirements.

- Once submitted, names may not be withdrawn from the petition.

Upon return, OMB will review the petition for acceptability, consulting other departments as appropriate.

If the petition is acceptable, OMB will request that the Board of County Commissioners schedule a public hearing for consideration of the ordinance to establish the district or revisions to the ordinance for the existing district to incorporate the changes. Please note that once the petition is accepted and a public hearing is authorized, the petition is no longer relevant to the final determination by the Board of County Commissioners to proceed (or not) with the project. The final determination of the scope and feasibility of a project will be determined by Escambia County.

Public Hearing

When the proposed ordinance and all documents are in order and a public hearing date is scheduled, legal notices will be published. In addition, notification will be mailed to all property owners listed on the tax roll within the proposed district.

At the public hearing, the Board of County Commissioners may consider comments, objections, and information relevant to the creation of the district. The County Commissioners will enact or deny the ordinance. If the ordinance is enacted, appropriate Board authorization to record the Ordinance in the Recording Department, Escambia County Clerk's Office, will be requested.

Implementation

Upon execution of the Ordinance by the Board, the power company can begin installation of the lights and poles to be put in service October 1st of the following year or as soon thereafter as possible.

APPLICATION FOR SPECIAL DISTRICT CREATION

Primary Liaison for project implementation:

Name_____

Street Address_____

City/Zip Code_____

Email Address:_____

Phone Numbers – Day_____

After Hours_____

Back-up Liaison:

Name_____

Street Address_____

City/Zip Code_____

Email Address:_____

Phone Numbers – Day_____

After Hours_____

Community/Subdivision/Street Name of Project:

_____

Type of Improvement (streetlighting, road paving, etc.):

_____

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11481 **County Administrator's Report 9. 14.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 01/05/2017
Issue: Acceptance of a Special Warranty Deed and a Drainage Easement from Pine Brook Northwest Unplatted Subdivision
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Acceptance of a Special Warranty Deed and a Drainage Easement from Pine Brook Northwest Unplatted Subdivision- Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning acceptance of a Special Warranty Deed and a Drainage Easement from Pine Brook Northwest Unplatted Subdivision:

A. Accept a Special Warranty Deed and a Drainage Easement from Pine Brook Northwest Unplatted Subdivision;

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

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

D. Authorize the Chairman or Vice Chairman to accept the Warranty Deed and Easement 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:

Pine Brook Northwest Unplatted Subdivision is a single family residential subdivision (11.71 acres and 5 proposed lots) located on Carmody Hill Road (off Highway 297A).

In regards to the Special Warranty Deed: During the Development Review Committee (DRC) process, it was discovered that Parcel A and Parcel B were needed by Escambia County. Acceptance of the Special Warranty Deed for Parcel A will allow the county access to the pond and to a natural drainage route from the lake. Parcel B will provide county ownership over an existing drainage inlet.

In regards to the Drainage Easement: a proposed 30' drainage easement will extend access from Parcel A to the pond, and will also provide a drainage easement over a portion of Lot 89 (Pine Brook Estate, unrecorded), over an existing drainage structure.

Pine Brook Northwest Unplatted was approved by DRC on September 28, 2016, with a Special Condition stating that no land disturbing permits, land use permits, building permits, or conveyance of lots will take place prior to BCC approval and acceptance of the Drainage Easements and Parcels A & B.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

The documents associated with this project will be subject to Legal signoff 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

Special Warranty Deed
Drainage Easement
Drawing - Unplatted
Development Order
Certificate of Trust

This document prepared by:
Adam C. Cobb
Emmanuel Sheppard & Condon
30 S. Spring Street
Pensacola, FL 32502

STATE OF FLORIDA
COUNTY OF ESCAMBIA

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this 8th day of December, 2016, by Theresa Maloy Schaefer as Trustee of that certain Trust by and between Theresa Maloy Schaefer as Grantor and Theresa Maloy Schaefer and Ronald E. Schaefer as Trustees, whose address is 101 Newton Nook, Brentwood, Tennessee 37027 ("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, that Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration in hand paid by Grantee, the receipt of which is acknowledged, conveys unto Grantee and its successors and assigns forever, the following described land situated in Escambia County, Florida:

PARCEL A
COMMENCE AT THE SOUTHEAST CORNER OF SECTION 29, TOWNSHIP-1-NORTH, RANG-31-WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO NORTH 03 DEGREES 01 MINUTES 23 SECONDS EAST ALONG THE EAST LINE OF SAID SECTION 29, FOR A DISTANCE OF 2608.20 FEET; THENCE DEPARTING THE EAST LINE OF SAID SECTION 29, GO NORTH 88 DEGREES 05 MINUTES 06 SECONDS WEST, FOR A DISTANCE OF 48.71 FEET TO THE INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF STATE ROAD NUMBER S-297-A (100' RIGHT-OF-WAY); THENCE CONTINUE NORTH 88 DEGREES 05 MINUTES 06 SECONDS WEST, FOR A DISTANCE OF 1852.89 FEET TO THE NORTHEAST CORNER OF A PARCEL RECORDED IN O.R. BOOK 4101, AT PAGE 798, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 09 DEGREES 38 MINUTES 16 SECONDS EAST ALONG THE EAST LINE OF SAID PARCEL, FOR A DISTANCE OF 179.87 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL; THENCE GO SOUTH 71 DEGREES 52 MINUTES 22 SECONDS WEST ALONG THE SOUTH LINE OF SAID PARCEL, FOR A DISTANCE OF 356.08 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL, SAID POINT BEING ON THE RIGHT OF WAY LINE OF CARMODY HILL ROAD (30' R/W); THENCE GO SOUTHERLY AND WESTERLY ALONG SAID RIGHT OF WAY LINE, BEING A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 50.00 FEET, FOR AN ARC OF 107.55 FEET (DELTA = 123 DEGREES 14 MINUTES 36 SECONDS, CHORD BEARING = SOUTH 43 DEGREES 33 MINUTES 02 SECONDS WEST, CHORD DISTANCE = 87.98 FEET); THENCE DEPARTING SAID RIGHT-OF-WAY LINE OF CARMODY HILL ROAD (30' R/W), GO SOUTH 03 DEGREES 05 MINUTES 13 SECONDS EAST FOR A DISTANCE OF 277.30 FEET; THENCE GO SOUTH 56 DEGREES 33 MINUTES 03 SECONDS EAST FOR A DISTANCE OF 305.27 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 56 DEGREES 33 MINUTES 03 SECONDS EAST FOR A DISTANCE OF 35.33 FEET TO A POINT ON THE WEST LINE OF A PARCEL DESCRIBED IN O.R. BOOK 5618, AT PAGE 459, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 12 DEGREES 19 MINUTES 45 SECONDS WEST ALONG SAID WEST LINE, FOR A DISTANCE OF 222.00 FEET TO AN INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF CARMODY HILL ROAD (30' R/W); THENCE GO NORTH 74 DEGREES 13 MINUTES 38 SECONDS WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 18.22 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE, GO NORTH 08 DEGREES 42 MINUTES 45 SECONDS EAST FOR A DISTANCE OF 234.10 FEET TO THE POINT OF BEGINNING. THE ABOVE-DESCRIBED PARCEL IS SITUATED IN SECTION 29, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, AND CONTAINS 0.13 ACRES.

AND

PARCEL B
COMMENCE AT THE SOUTHEAST CORNER OF SECTION 29, TOWNSHIP-1-NORTH, RANGE-31-WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO NORTH 03 DEGREES 01 MINUTES 23 SECONDS EAST ALONG THE EAST LINE OF SAID SECTION 29, FOR A DISTANCE OF 2608.20 FEET; THENCE DEPARTING THE EAST LINE OF SAID SECTION 29, GO NORTH 88 DEGREES 05 MINUTES 06 SECONDS WEST, FOR A DISTANCE OF 48.71 FEET TO THE INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF STATE ROAD NUMBER S-297-A (100' RIGHT-OF-WAY); THENCE CONTINUE NORTH 88 DEGREES 05 MINUTES 06 SECONDS WEST, FOR A DISTANCE OF 1852.89 FEET TO THE NORTHEAST CORNER OF A PARCEL RECORDED IN O.R. BOOK 4101, AT PAGE 798, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 09 DEGREES 38 MINUTES 16 SECONDS EAST ALONG THE EAST LINE OF SAID PARCEL, FOR A DISTANCE OF 179.87 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL; THENCE GO SOUTH 71 DEGREES 52 MINUTES 22 SECONDS WEST ALONG THE SOUTH LINE OF SAID PARCEL, FOR A DISTANCE OF 356.08 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL, SAID POINT BEING ON THE RIGHT OF WAY LINE OF CARMODY HILL ROAD (30' R/W); THENCE GO SOUTHERLY AND WESTERLY ALONG SAID RIGHT OF WAY LINE, BEING A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 50.00 FEET, FOR AN ARC OF 148.13 FEET (DELTA = 169 DEGREES 44 MINUTES 28 SECONDS, CHORD BEARING = SOUTH 66 DEGREES 47 MINUTES 58 SECONDS WEST, CHORD DISTANCE = 99.60 FEET) TO A POINT OF INTERSECTION ON THE SOUTHERLY RIGHT OF WAY LINE OF CARMODY HILL ROAD (30' R/W); THENCE GO NORTH 88 DEGREES 14 MINUTES 51 SECONDS WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 471.07 FEET TO A POINT OF CURVATURE FOR THE POINT OF BEGINNING; THENCE GO ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, FOR AN ARC OF 47.31 FEET (DELTA = 108 DEGREES 24 MINUTES 58 SECONDS, CHORD BEARING = SOUTH 37 DEGREES 32 MINUTES 40 SECONDS WEST, CHORD DISTANCE = 40.56 FEET) TO THE POINT OF TANGENCY, SAID POINT BEING ON THE EASTERLY RIGHT OF WAY LINE OF CARMODY HILL ROAD (30' R/W); THENCE GO NORTH 16 DEGREES 39 MINUTES 49 SECONDS WEST ALONG SAID EASTERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 34.67 FEET TO A POINT OF INTERSECTION WITH THE AFORESAID SOUTHERLY RIGHT OF WAY LINE OF CARMODY HILL ROAD (30' R/W); THENCE GO SOUTH 88 DEGREES 14 MINUTES 51 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 34.67 FEET TO THE POINT OF BEGINNING. THE ABOVE-DESCRIBED PARCEL IS SITUATED IN SECTION 29, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, AND CONTAINS 276 SQ FT.

All a portion of Parcel Identification Number: 29-1N-31-4100-000-000

THIS CONVEYANCE IS SUBJECT TO taxes for the year 2017 and subsequent years; conditions, easements, and restrictions of records, if any, but this reference does not operate to reimpose them; and zoning ordinance and other restrictions and prohibitions imposed by applicable governmental entities.

GRANTOR warrants that the premises are free from all encumbrances made by Grantor, and Grantor will warrant and defend against the lawful claims and demands of all persons claiming by, through or under Grantor, but against none other.

[Separate signature pages follow.]

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Witness Beverley Stiverson
Print Name Beverley R. Stiverson

Witness Eva Elliff
Print Name Eva Elliffson

GRANTOR:

THAT CERTAIN TRUST BY AND BETWEEN THERESA MALOY SCHAEFER AS GRANTOR AND THERESA MALOY SCHAEFER AND RONALD E. SCHAEFER AS TRUSTEES

By: Theresa Maloy Schaefer
Theresa Maloy Schaefer, Trustee

STATE OF TN
COUNTY OF Davidson

The foregoing instrument was acknowledged before me this 8th day of December, 2016, by Theresa Maloy Schaefer as Trustee of that certain Trust by and between Theresa Maloy Schaefer as Grantor and Theresea Maloy Schaefer and Ronald E. Schaefer as Trustees She ( ) is personally known to me, (✓) produced current Drivers License as identification.

Kajeen Salih
Signature of Notary Public

Kajeen Salih
Printed Name of Notary Public

(Notary Seal)

[A separate signature page follows.]

ACCEPTANCE

TITLE TO THE ABOVE PROPERTY is accepted for public use by Escambia County, Florida on this _____ day of _____, 20___, as authorized by action of the Board of County Commissioners at its meeting held on _____.

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
D. B. Underhill, Chairman

_____
Deputy Clerk

This document approved as to form and legal sufficiency.
By _____
Title Asst County Attorney
Date Dec. 15 2016

This document was prepared by:
Stacey S. Ward
Escambia County Public Works Department
3363 West Park Place
Pensacola, Florida 32505

Pine Brook Northwest
A portion of 29-1N-31-4100-000-000

STATE OF FLORIDA
COUNTY OF ESCAMBIA

DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT made this 8th day of December, 2016, by and between Theresa Maloy Schaefer as Trustee of that certain Trust by and between Theresa Maloy Schaefer as Grantor and Theresa Maloy Schaefer and Ronald E. Schaefer as Trustees, whose address is 101 Newton Nook, Brentwood, Tennessee 37027 ("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 29, 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. Grantor hereby reserves the right to otherwise use the drainage easement area in any manner that will not prevent or

interfere with the exercise by Grantee of the rights granted hereunder.

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.

GRANTEE covenants that it will, at its sole cost and expense, restore any and all portions of the drainage easement and adjoining premises and lands disturbed by its work in the excavation, construction and maintenance of the drainage easement, to as near its original condition as is practicable.

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal the date first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Witness Beverley R Stiverson
Print Name Beverley R Stiverson

Witness Eva Ettinger
Print Name Eva Ettinger

GRANTOR:

THAT CERTAIN TRUST BY AND BETWEEN THERESA MALOY SCHAEFER AS GRANTOR AND THERESA MALOY SCHAEFER AND RONALD E. SCHAEFER AS TRUSTEES

By: Theresa Maloy Schaefer L.S.
Theresa Maloy Schaefer, Trustee

STATE OF TN
COUNTY OF Davidson

The foregoing instrument was acknowledged before me this 8th day of December, 2016, by Theresa Maloy Schaefer as Trustee of that certain Trust by and between Theresa Maloy Schaefer as Grantor and Theresa Maloy Schaefer and Ronald E. Schaefer as Trustees. She ( ) is personally known to me, or (✓) produced current Drivers License as identification.

Kajeen Salih
Signature of Notary Public

(Notary Seal) KAJEEN SALIH STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

Kajeen Salih
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

_____
D. B. Underhill, 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 Dec. 15, 2016

Exhibit A

A 30' WIDE DRAINAGE EASEMENT DESCRIBED AS FOLLOWS:
COMMENCE AT THE SOUTHEAST CORNER OF SECTION 29, TOWNSHIP-1-NORTH, RANGE-31-WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO NORTH 03 DEGREES 01 MINUTES 23 SECONDS EAST ALONG THE EAST LINE OF SAID SECTION 29, FOR A DISTANCE OF 2608.20 FEET; THENCE DEPARTING THE EAST LINE OF SAID SECTION 29, GO NORTH 88 DEGREES 05 MINUTES 06 SECONDS WEST, FOR A DISTANCE OF 48.71 FEET TO THE INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF STATE ROAD NUMBER S-297-A (100' RIGHT-OF-WAY); THENCE CONTINUE NORTH 88 DEGREES 05 MINUTES 06 SECONDS WEST, FOR A DISTANCE OF 1852.89 FEET TO THE NORTHEAST CORNER OF A PARCEL RECORDED IN O.R. BOOK 4101, AT PAGE 798, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 09 DEGREES 38 MINUTES 16 SECONDS EAST ALONG THE EAST LINE OF SAID PARCEL, FOR A DISTANCE OF 179.87 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL; THENCE GO SOUTH 71 DEGREES 52 MINUTES 22 SECONDS WEST ALONG THE SOUTH LINE OF SAID PARCEL, FOR A DISTANCE OF 356.08 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL, SAID POINT BEING ON THE RIGHT OF WAY LINE OF CARMODY HILL ROAD (30' R/W); THENCE GO SOUTHERLY AND WESTERLY ALONG SAID RIGHT OF WAY LINE, BEING A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 50.00 FEET, FOR AN ARC OF 71.70 FEET (DELTA = 82 DEGREES 09 MINUTES 44 SECONDS, CHORD BEARING = SOUTH 23 DEGREES 00 MINUTES 36 SECONDS WEST, CHORD DISTANCE = 65.71 FEET); THENCE DEPARTING SAID RIGHT-OF-WAY LINE, GO SOUTH 37 DEGREES 14 MINUTES 18 SECONDS EAST FOR A DISTANCE OF 320.62 FEET; THENCE GO SOUTH 58 DEGREES 08 MINUTES 20 SECONDS EAST FOR A DISTANCE OF 302.91 FEET TO THE SOUTHWEST CORNER OF A PARCEL DESCRIBED IN O.R. BOOK 5155, AT PAGE 278, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE GO NORTH 86 DEGREES 36 MINUTES 50 SECONDS WEST ALONG THE SOUTH LINE OF A 30' WIDE DRAINAGE EASEMENT DESCRIBED IN O.R. BOOK 6500, AT PAGE 489, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, FOR A DISTANCE OF 173.58 FEET FOR THE POINT OF BEGINNING; THENCE GO SOUTH 12 DEGREES 19 MINUTES 45 SECONDS WEST ALONG THE WEST LINE OF A PARCEL DESCRIBED IN O.R. BOOK 5618, AT PAGE 459, FOR A DISTANCE OF 84.35 FEET; THENCE DEPARTING WEST LINE OF SAID PARCEL, GO NORTH 58 DEGREES 33 MINUTES 03 SECONDS WEST FOR A DISTANCE OF 32.16 FEET; THENCE GO NORTH 12 DEGREES 19 MINUTE 45 SECONDS EAST FOR A DISTANCE OF 48.04 FEET TO THE SOUTHWEST CORNER OF THE AFORESAID EASEMENT DESCRIBED IN O.R. BOOK 6500, AT PAGE 489; THENCE GO SOUTH 86 DEGREES 36 MINUTES 50 SECONDS EAST ALONG SOUTH LINE OF SAID EASEMENT, FOR A DISTANCE OF 30.37 FEET TO THE POINT OF BEGINNING. THE ABOVE-DESCRIBED EASEMENT IS SITUATED IN SECTION 29, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA.

AND

A DRAINAGE EASEMENT DESCRIBED AS FOLLOWS:
COMMENCE AT THE SOUTHEAST CORNER OF SECTION 29, TOWNSHIP-1-NORTH, RANGE-31-WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO NORTH 03 DEGREE 01 MINUTES 23 SECONDS EAST ALONG THE EAST LINE OF SAID SECTION 29, FOR A DISTANCE OF 2608.20 FEET; THENCE DEPARTING THE EAST LINE OF SAID SECTION 29, GO NORTH 88 DEGREES 05 MINUTES 06 SECONDS WEST, FOR A DISTANCE OF 48.71 FEET TO THE INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF STATE ROAD NUMBER S-297-A (100' RIGHT-OF-WAY); THENCE CONTINUE NORTH 88 DEGREES 05 MINUTES 06 SECONDS WEST, FOR A DISTANCE OF 3210.00 FEET; THENCE GO SOUTH 16 DEGREES 39 MINUTES 49 SECONDS EAST FOR A DISTANCE OF 1064.00 FEET TO THE SOUTHWEST CORNER OF AN EXISTING DRAINAGE EASEMENT DESCRIBED IN O.R. BOOK 4539, AT PAGE 1367, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, FOR THE POINT OF BEGINNING; THENCE GO NORTH 73 DEGREES 25 MINUTES 10 SECONDS EAST ALONG THE SOUTH LINE OF SAID EASEMENT, FOR A DISTANCE OF 284.81 FEET; THENCE DEPARTING SOUTH LINE OF SAID EASEMENT, GO SOUTH 59 DEGREES 02 MINUTES 40 SECONDS WEST FOR A DISTANCE OF 267.36 FEET TO THE SOUTHERLY LINE OF LOT 89, PINEBROOK ESTATES, AN UNRECORDED SUBDIVISION; THENCE GO NORTH 74 DEGREES 13 MINUTES 17 SECONDS WEST ALONG SOUTHERLY LINE OF SAID LOT, FOR A DISTANCE OF 30.49 FEET TO AN INTERSECTION WITH THE WESTERLY LINE OF SAID LOT; THENCE GO NORTH 16 DEGREES 39 MINUTES 49 SECONDS WEST ALONG SAID WESTERLY LINE, FOR A DISTANCE OF 50.06 FEET TO THE POINT OF BEGINNING. THE ABOVE-DESCRIBED PARCEL IS SITUATED IN SECTION 29, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY.

OVERALL LOT GRADING PLAN

PINE BROOK NORTHWEST

A SINGLE-FAMILY RESIDENTIAL SUBDIVISION OF A PORTION OF SECTION 29, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA.

SEPTEMBER 2016

FINAL COMPARISON 9/23/2016

OWNER/DEVELOPER:
RONALD AND THERESA M. SCHAEFER
3645 MOLAREE DRIVE
PENSACOLA, FL 32503
(615) 424-6250

ENGINEER:
DAVID S. LAMAR, P.E.
P.O. BOX 10605
PENSACOLA, FL 32524
PHONE: 850-434-0057

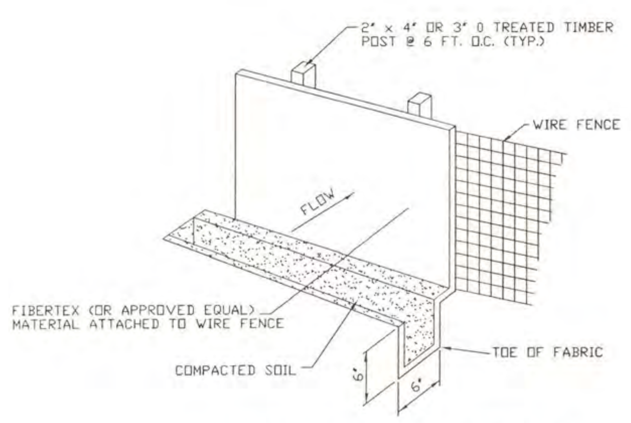
SURVEYOR:
E. WAYNE PARKER P.L.S. #3683
MERRILL PARKER SHAW, INC.
4928 N. DAVIS HIGHWAY
PENSACOLA, FL 32503
(850) 478-4923

SITE DATA:

PROPERTY REFERNCE NUMBER:
29-1N-31-4100-000-000
SIT ADDRESS: 600 BLK CARMODY HILL ROAD
OVERALL ACRAGE: 11.71 ACRES

NUMBER OF PROPOSED LOTS: 5

FUTURE LAND USE: MU-U
ZONING: LDR
EXISTING LAND USE: SINGLE FAMILY RESIDENTIAL



SILT FENCE DETAIL
N.T.S.

NOTES FOR THE
OVERALL LOT GRADING PLAN
FOR
PINE BROOK NORTHWEST MINOR SUBDIVISION

1. THE HOMEBUILDER SHALL CONSTRUCT THE HOME SETTING THE FINISH FLOOR ELEVATION (FFE) OF THE HOUSE AT OR ABOVE THE FFE SHOWN ON EACH LOT. FOR LARGER LOTS WHERE SEVERAL, POSSIBLE HOME SITING OPTIONS ARE SHOWN, THE APPLICABLE MINIMUM FFE SELECTED SHOULD BE DECLARED ON THE PLOT PLAN SUBMITTED WITH THE BUILDING PERMIT APPLICATION.

2. LOT GRADING PLANS PREPARED BY THE HOMEBUILDER OR, BY THE REGISTERED ENGINEER WHO PREPARES THE STORMWATER MANAGEMENT PLAN, IF REQUIRED, WILL CONFORM TO THE COUNTY'S TYPICAL RESIDENTIAL GRADING CONTROL PLAN WHICH IS SHOWN ON THIS APPROVED MINOR SUBDIVISION PLAN.

3. THE HOMEBUILDER WILL PREPARE A PLOT PLAN FOR SUBMISSION TO THE BUILDING INSPECTION DEPARTMENT AS PART OF THE BUILDING PERMIT PLAN REVIEW. THE PLOT PLAN WILL SHOW THE LOCATION OF SILT FENCING USED TO CONTROL SEDIMENTS ON THE LOT DURING CONSTRUCTION. PRIOR TO THE START OF CONSTRUCTION, THE HOMEBUILDER SHALL INSTALL ALL SEDIMENT CONTROL MEASURES AS REQUIRED TO RETAIN ALL SEDIMENTS ON THE SITE. THESE SEDIMENT CONTRIOL MEASURES MUST BE MAINTAINED THROUGHOUT CONSTRUCTION AND UNTIL THE SITE HAS BEEN STABILIZED. IMPROPER SEDIMENT CONTROL MEASURES MAY RESULT IN A CODE ENFORCEMENT VIOLATION. SEE SILT FENCE DETAILS SHOWN ON THIS PLAN.

4. A SEPARATE DRIVEWAY CONNECTION PERMIT WILL BE REQUIRED FOR EACH LOT. EACH LOT OWNER (OR THEIR HOMEBUILDER/CONTRACTOR) SHALL MAKE APPLICATION FOR THE DRIVEWAY PERMIT DURING THE PLAN REVIEW FOR THE BUILDING PERMIT.

5. DRIVEWAYS SHALL CONFORM TO ONE OF THE TYPICAL DRIVEWAY DETAILS PROVIDED IN THIS PLAN APPLICABLE TO THE GRADES FOUND AT THE CONNECTION POINT. DRIVEWAYS SHALL BE CONSTRUCTED SO THAT STORMWATER RUNOFF IS NOT BLOCKED WITHIN THE COUNTY RIGHT-OF-WAY OR WITHIN THE EXISTING COUNTY SWALE DRAINAGE SYSTEM.

6. SWALES CONSTRUCTED WITHIN PRIVATE DRAINGE EASEMENTS LOCATED ALONG SIDE AND REAR LOT LINES SHALL BE AS SHOWN ON THE TYPICAL DETAILS PROVIDED IN THIS PLAN.

7. IF DAMAGE OCCURS TO ANY EXISTING COUNTY ROAD DURING CONSTRUCTION, THE HOMEBUILDER WILL REPAIR SAID DAMAGE PRIOR TO RECEIVING FINAL "SIGNOFF" FROM THE COUNTY.

8. ALL LOTS REQUIRE A CERTIFIED BOUNDARY SURVEY AT THE TIME OF LOT PURCHASE.

9. ALL DISTURBED AREAS WHICH ARE NOT PAVED SHALL BE STABILIZED WITH SEEDING, FERTILIZER AND MULCH, HYDROSEEDING AND/OR SOD.

10. NOTIFY SUNSHINE UTILITIES 48 HOURS IN ADVANCE OF ANY DIGGING WITHIN THE RIGHT-OF-WAY OR WITHIN RECORDED DRAINAGE OR UTILITY EASEMENTS.

11. NO DEVIATIONS OR REVISIONS FROM THESE PLANS, BY THE HOMEBUILDER, SHALL BE ALLOWED WITHOUT PRIOR APPROVAL OF BOTH THE DESIGN ENGINEER AND ESCAMBIA COUNTY. ANY UNAUTHORIZED DEVIATIONS MAY RESULT IN DELAYS IN RECEIVING A CERTIFICATE OF OCCUPANCY.

12. HOMEBUILDER SHALL CONTROL STORMWATER DURING ALL PHASES OF CONSTRUCTION.

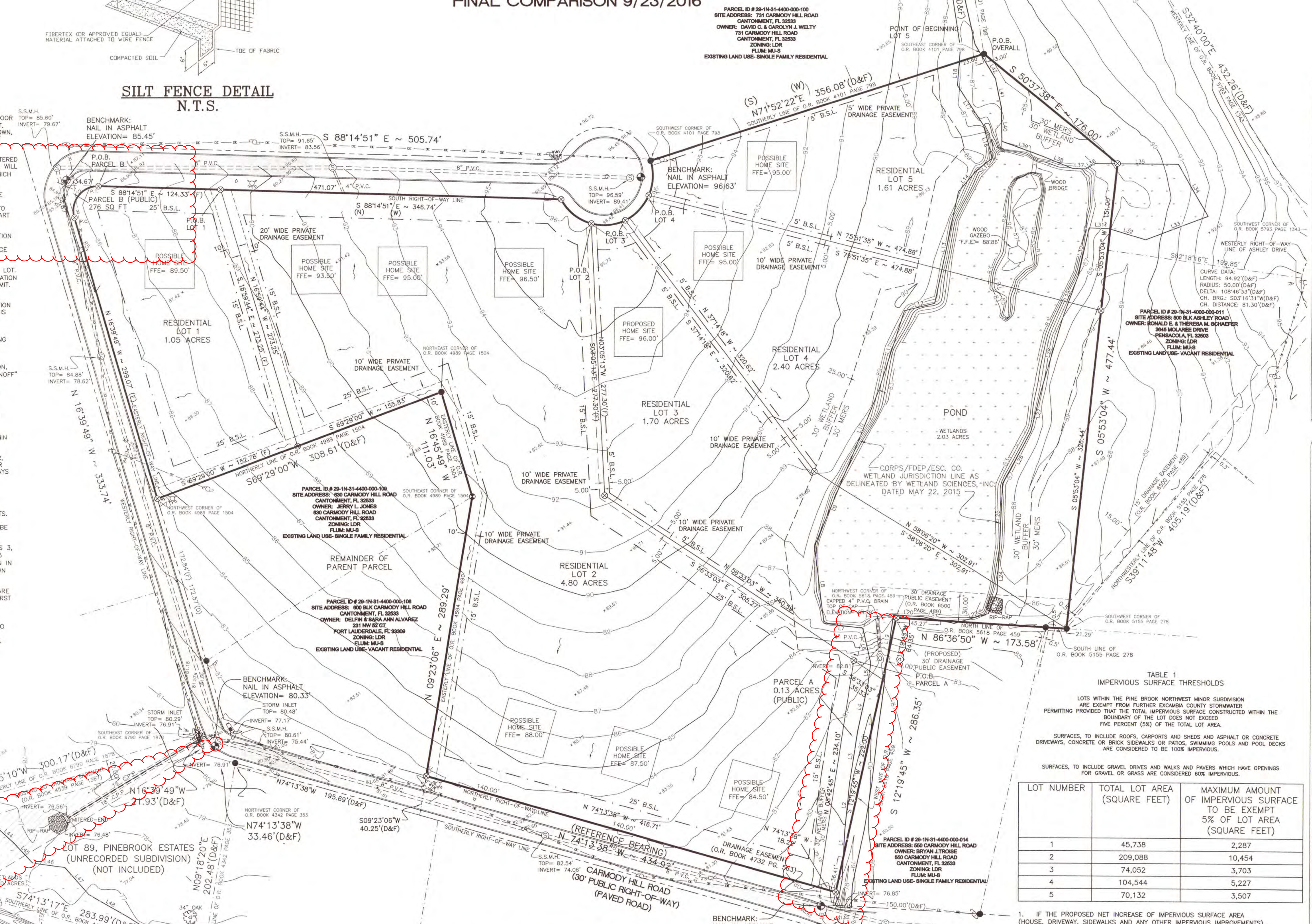
13. NO FENCES SHALL BE INSTALLED IN PUBLIC DRAINAGE/ACCESS EASEMENTS.

14. ALL FENCES CONSTRUCTED WITHIN PRIVATE DRAINAGE EASEMENTS SHALL BE INSTALLED WITHOUT IMPEDING STORMWATER FLOW.

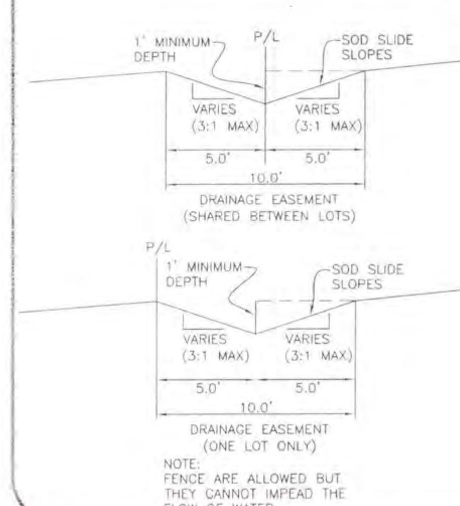
15. WETLANDS AND ENVIRNOMENTLLY SENSITIVE LANDS ARE PRESENT ON LOTS 3, 4, 5 AND PARCEL "A". WETLAND BUFFERS ARE PRESENT ON LOTS 2, 3, 4, 5 AND PARCEL "A". THERE SHALL BE NO CONSTRUCTION ACTIVITY UNDERTAKEN IN EITHER THE WETLANDS OR THE 30-FOOT BUFFER/MERS SET BACK LINE, SHOWN ON EACH LOT, WITHOUT PRIOR COUNTY APPROVAL.

16. THERE ARE NO HERITAGE TREES LOCATED ON THIS SITE. LOT OWNERS ARE ADVISED THAT NO LAND CLEARING ACTIVITIES CAN BE UNDERTAKEN WITHOUT FIRST OBTAINING EITHER A BUILDING PERMIT OR A LAND DISTURBANCE PERMIT FROM ESCAMBIA COUNTY.

17. LOT 89, PINEBROOK ESTATES, AN UNRECORDED SUBDIVISION, (LOCATED TO THE SOUTHWEST OF CARMODY HILL ROAD) IS A LOT OF RECORD AND IS NOT INCLUDED AS PART OF PINE BROOK NORTHWEST, A 5-LOT MINOR SUBDIVISION.



Approved
ESCAMBIA COUNTY DRC PLAN REVIEW
DRC Chairman Signature
Development Services Director or Designee
Sept. 28, 2016
Date
This document has been reviewed in accordance with the requirements of applicable Escambia County Regulations and Ordinances, and does not in any way relieve the submitting Architect, Engineer, Surveyor or other signatory from responsibility of details as drawn. A Development Order must be obtained from the Development Review Committee (DRC) prior to the commencement of construction. This approval by the DRC does not constitute approval by any other agency. All additional state/federal permits shall be provided to the county prior to approval of a final plat or the issuance of state/federal permits shall be provided to the county prior to approval of a final plat or the issuance of a building permit.



ENGINEER'S CERTIFICATION:

I, DAVID S. LAMAR, AM THE ENGINEER OF RECORD FOR THIS DEVELOPMENT. THIS DEVELOPMENT SHALL BE DESIGNED COMPLY WITH THE LATEST EDITION OF ESCAMBIA COUNTY'S LAND DEVELOPMENT CODE AS WELL AS OTHER STATE AND LOCAL REQUIREMENTS REGULATING THIS DEVELOPMENT.

9/23/2016

DAVID S. LAMAR, PROFESSIONAL ENGINEER
REGISTRATION NUMBER 35976
STATE OF FLORIDA

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL

WETLANDS AND ESL INVENTORY TABLE

CATEGORY	AREA (SQUARE FEET)
TOTAL PROJECT AREA	509,652
WETLANDS	88,427
UPLANDS	421,225
WETLAND BUFFERS/MERS SETBACK	37,589
PROPOSED IMPACTS TO WETLANDS	0
PROPOSED IMPACTS TO BUFFERS	0

TABLE 1
IMPERVIOUS SURFACE THRESHOLDS

LOTS WITHIN THE PINE BROOK NORTHWEST MINOR SUBDIVISION ARE EXEMPT FROM FURTHER EXCAMBIA COUNTY STORMWATER PERMITTING PROVIDED THAT THE TOTAL IMPERVIOUS SURFACE CONSTRUCTED WITHIN THE BOUNDARY OF THE LOT DOES NOT EXCEED FIVE PERCENT (5%) OF THE TOTAL LOT AREA.

SURFACES, TO INCLUDE ROOFS, CARPORTS AND SHEDS AND ASPHALT OR CONCRETE DRIVEWAYS, CONCRETE OR BRICK SIDEWALKS OR PATIOS, SWIMMING POOLS AND POOL DECKS ARE CONSIDERED TO BE 100% IMPERVIOUS.

SURFACES, TO INCLUDE GRAVEL DRIVES AND WALKS AND PAVERS WHICH HAVE OPENINGS FOR GRAVEL OR GRASS ARE CONSIDERED 60% IMPERVIOUS.

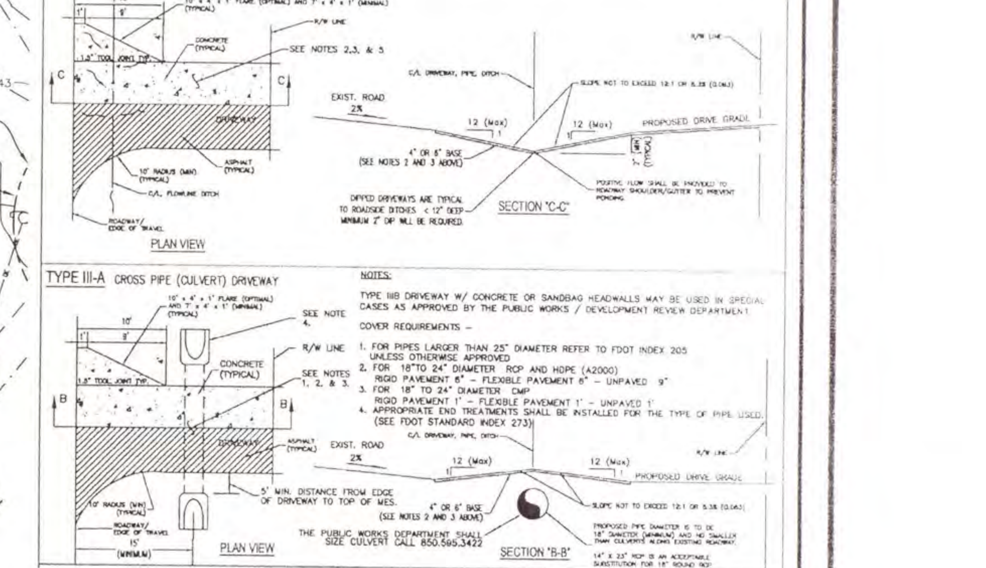
LOT NUMBER	TOTAL LOT AREA (SQUARE FEET)	MAXIMUM AMOUNT OF IMPERVIOUS SURFACE TO BE EXEMPT 5% OF LOT AREA (SQUARE FEET)
1	45,738	2,287
2	209,088	10,454
3	74,052	3,703
4	104,544	5,227
5	70,132	3,507

1. IF THE PROPOSED NET INCREASE OF IMPERVIOUS SURFACE AREA (HOUSE, DRIVEWAY, SIDEWALKS AND ANY OTHER IMPERVIOUS IMPROVEMENTS) FOR ANY LOT IS GREATER THAN THE AMOUNT LISTED IN THIS TABLE TO REMAIN EXEMPT, A STORMWATER MANAGEMENT PLAN, SIGNED AND SEALED BY A PROFESSIONAL ENGINEER, SHALL BE PROVIDED TO THE COUNTY AND APPROVED BY THE COUNTY PRIOR TO THE ISSUANCE OF A BUILDING PERMIT.

2. THE LIMITATIONS ON THE IMPERVIOUS SURFACE AREA LISTED IN THIS TABLE SHALL BE INCORPORATED INTO THE DEED RESTRICTIONS FOR EACH LOT OR STATED IN THE RESTRICTIVE COVENANTS.

TYPICAL DRIVEWAY CONNECTION STANDARDS FOR EXISTING ROADWAY CONDITIONS

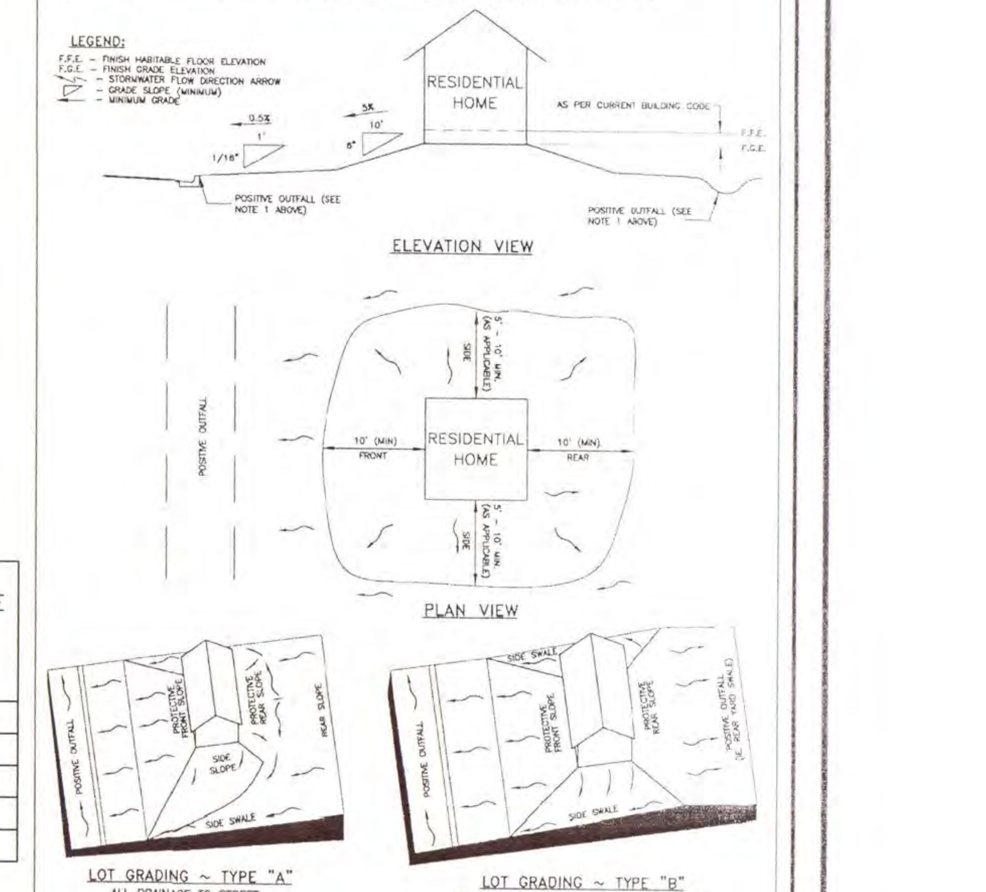
NOTES:
1) ALL MATERIALS AND LABOR FOR INSTALLATION WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER/CONTRACTOR.
2) RESIDENTIAL DRIVEWAYS ABUTTING PAVED ROADS SHALL BE 1 - ½" ASPHALT WITH 6" STABILIZED SUB GRADE OR 4" CONCRETE WITH 6" STABILIZED SUB GRADE - 98% COMPACTION (MODIFIED PROCTOR) WITH LBR 40 BETWEEN EDGE OF ROADWAY AND R/W LINE. COMPACTION AND TESTING IF NECESSARY, THIS WILL BE THE RESPONSIBILITY OF THE OWNER/CONTRACTOR.
3) DRIVEWAYS ABUTTING A DIRT ROAD SHALL BE MILLED ASPHALT, GRADED AGGREGATE BASE, OR WASHED CONCRETE (4" IN DEPTH) ON THE COUNTY MAINTAINED PORTION OF DRIVEWAY.
4) IF NECESSARY, REFER TO FDOT INDEX DETAILS AS REFERENCED BELOW.
5) RADIUS OR FLARE IS REQUIRED FOR TYPE II OR TYPE III CONNECTIONS. SEE DETAIL.
6) PARKING SPACES WITHIN COUNTY RIGHT-OF-WAY SHALL PROVIDE A MINIMUM OF 2 PARKING SPACES.
7) TYPICAL DRIVEWAY SECTIONS ARE TO BE 12' WIDE MINIMUM. (SEE NOTE #2 FOR PAVEMENT TYPES AND DEPTHS)
8) DRIVEWAY SLOPE SHALL NOT CREATE OR EXACERBATE VEHICULAR SCRAPING. ATTEMPTS SHALL BE MADE TO CORRECT THIS TYPE OF PROBLEM.
9) FOR COUNTY IMPROVEMENT PROJECTS, REPLACEMENT DRIVEWAYS SHALL MATCH EXISTING WIDTHS AT ROADWAY EDGE OF TRAVEL WITHOUT COMPROMISING SAFETY.



MINIMUM STANDARDS FOR TYPICAL RESIDENTIAL GRADING CONTROL PLAN

NOTES:
1. A POSITIVE DRAINAGE OUTFALL IS A CONVEYANCE SYSTEM (DRAINAGE EASEMENT, ROADWAY WITH A DRAINAGE SYSTEM ~ CURB & GUTTER, OR DITCH) WHICH CONTAINS, CONTROLS, AND TRANSMITS STORMWATER RUNOFF TO A CREEK, STREAM, RIVER, BAY, GULF, OCEAN, OR OTHER WATERS OF THE STATE, OR WATERS OF THE UNITED STATES, OR TO ANY FUNCTIONING ESCAMBIA COUNTY OR STATE DRAINAGE SYSTEM.
2. FINISH FLOOR ELEVATION SHALL BE AS SPECIFIED BY BUILDING CODE.
3. THESE ARE MINIMAL REQUIREMENTS AND DO NOT RELIEVE THE BUILDER FROM PROVIDING ADDITIONAL GRADING TO DIRECT STORMWATER TO A POSITIVE OUTFALL DRAINAGE SYSTEM AND ELIMINATE NEGATIVE IMPACTS TO ADJACENT LOTS AND PROPERTIES.
4. DISTURBED LOT AREAS SHALL BE COMPLETELY STABILIZED WITH SOD. IF THE HOME IS CONSTRUCTED, STABILIZE THE FIRST 10' WITH SOD AND SOD AND/OR SEED AND MULCH THE REMAINDER OF THE LOT.
5. THE HOMEBUILDER SHALL COMPLY WITH STATE PERMITTING REQUIREMENTS FOR LARGE AND SMALL CONSTRUCTION SITES, SPECIFICALLY THE NPDES PERMITS WHICH REQUIRES A DETAILED STORMWATER POLLUTION PREVENTION PLAN (SWPPP) BEING AVAILABLE ONSITE FOR REVIEW DURING ALL PHASES OF CONSTRUCTION.
6. LOT CLEARING ACTIVITIES SHALL NOT PROCEED WITHOUT BUILDING PERMITS FOR THOSE LOTS EXCLUDING CLEARING REQUIRED FOR CONSTRUCTION OF CONVEYANCE SWALES OR DRAINAGE FEATURES DESIGNATED AS THE DEVELOPER'S RESPONSIBILITY.
7. ALL NEW RUNOFF, DOWNSPOUTS, AND GUTTERS SHALL BE ROUTED TO CARRY ALL STORMWATER TO THE ROADS OR SWALES THAT LEAD TO THE RETENTION POND OR APPROVED DRAINAGE SYSTEM.
8. PROVIDE EROSION CONTROL MEASURES TO ENSURE ALL SEDIMENTS SHALL BE RETAINED ON EACH INDIVIDUAL LOT.
9. WETLANDS SHALL BE PROTECTED WITH FABRIC SILT FENCING AND BURIED HAYBALE SYSTEMS (DOUBLE ROWS AS NECESSARY).

LEGEND:
F.F.E. - FINISH HABITABLE FLOOR ELEVATION
F.G.E. - FINISH GRADE ELEVATION
- STORMWATER FLOW DIRECTION ARROW
- GRADE SLOPE (MINIMUM)
- MINIMUM GRADE



REVISED SEPT. 15, 2009

NOTE: VARIATIONS IN GRADING ARE ACCEPTABLE IF GRADING DRAINS TO A POSITIVE OUTFALL.

SHEET 1 OF 3

MERRILL PARKER SHAW, INC.
4928 N. DAVIS HWY
PENSACOLA, FL 32503
PROFESSIONAL LAND SURVEYING SERVICES
PH: (850) 478-4923
FAX: (850) 478-4924
FLORIDA CORPORATION NUMBER 7174

MINOR DEVELOPMENT ORDER
with Concurrency Certification

Project: Pine Brook Northwest LPU
Location: 600 Block Carmody Hill Road
Development Review #: PSD150300013
Property Reference #: 29-1N-31-4101-000-000

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

PROJECT DESCRIPTION

Division of the parent parcel to create five residential lots along existing paved public streets, Carmody Hill Road. The proposed lots are: Lot 1, 1.05-acres, lot 2, 4.80-acres, lot 3-1.70-acres, lot 4, 2.40-acres, and lot 5, 1.61-acres. Potable water will be provided by Farm Hill Utilities and ECUA will provide sewer.

STANDARD PROJECT CONDITIONS

1. This Development Order shall be effective for a period of 24 months from the date of issuance. Plat approval shall expire and become null and void if deeds for each of the subdivision lots or parcels have not been recorded in the public records of Escambia County within the effective period. If the Development Order expires or is revoked and the applicant chooses to proceed with subdivision of the project site, a new subdivision plat application must be submitted for review and approval subject to Code provisions at the time of the new application.

2. This Development Order does not certify concurrency for development of the individual parcels of the subdivision or authorize site development to commence within the subdivision. Site development on an individual parcel of the subdivision requires separate site plan review and approval through the DRC process, and further subdivision of an individual parcel requires separate plat review and approval. Additionally, a valid Escambia County Building Permit must be obtained prior to any building construction.

3. All specifications and requirements, expressed or implied by note or drawing, in the plat approved with this Development Order must be fulfilled.

4. Deeds for each of the subdivision lots or parcels must be recorded in the public records of Escambia County within the effective period of this Development Order and prior to the issuance of an Escambia County Building Permit for any individual lot or parcel of the subdivision.

5. 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.

6. 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.

7. 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 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. Plan modifications made 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.

SPECIAL PROJECT CONDITIONS

1. No land disturbing permits, land use approval or building permits will be issued prior to approval by BCC and the execution of the proposed public drainage easement and public parcels "A" and "B".

No conveyance of lots can take place until the above takes place.

Development Review Committee (DRC) Final Determination

Having completed development review of the **Pine Brook Northwest LPU,** site plan application referenced herein, in accordance with requirements of applicable Escambia County regulations and ordinances, the DRC makes the following final determination:

☑Approve — The development plan is approved. The applicant may proceed with the development subject to the project description and project conditions noted herein. 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 2.04.00 of the Escambia County Land Development Code, and/or submit a new or revised site plan application for review.

Charles F. Gee — Sept. 28, 2016

Director, Development Services Department — Date

This Instrument Prepared By:
Adam C. Cobb, Esq.
Emmanuel, Sheppard & Condon
30 S. Spring Street
Pensacola, Florida 32502

CERTIFICATE OF TRUST

This Certificate of Trust is made this 8th day of December, 2016, by the undersigned, pursuant to and in accordance with Section 736.1017, Florida Statutes. Accordingly, the undersigned, being first duly sworn, certify as follows:

1. The name of the trust is THAT CERTAIN TRUST BY AND BETWEEN THERESA MALOY SCHAEFER AS GRANTOR AND THERESA MALOY SCHAEFER AND RONALD E. SCHAEFER AS TRUSTEES, which trust is one and the same and also known as the TERESA MALOY SCHAEFER REVOCABLE TRUST (hereinafter and as amended, supplemented and restated from time to time, the "**Trust**").

2. The Trust exists and was executed initially on May 4, 1999. The Trust was thereafter restated, which restatement was executed on August 11, 2016.

3. The identity of the Trust settlor is Theresa Maloy Schaefer.

4. The identities and addresses of the currently acting trustees (each a "**Trustee**" and collectively the "**Trustees**") are: (a) Theresa Maloy Schaefer, 101 Newton Nook, Brentwood, Tennessee 37027, and (b) Ronda Schaefer Holmberg, 101 Newton Nook, Brentwood, Tennessee 37027.

5. The Trustees are authorized under the Trust to sell any real property of the Trust, and to partition, dedicate, grant easements in or over, subdivide, improve, and remodel, repair, or raze improvements on any real property of the Trust, and in general to deal otherwise with the Trust property in such manner, for such prices, and on such terms and conditions as any individual might do as outright owner of the property.

6. Theresa Maloy Schaefer, as settlor, has the power to revoke the Trust.

7. The Trust provides that the Trustees may conduct business and act on behalf of the Trust without the consent of any other party. Either Trustee may conduct business and act on behalf of the Trust without the consent or signature of the other Trustee.

8. The Trust has not been revoked, modified or amended in any manner that would cause the representations contained herein to be incorrect.

9. No person or entity paying money to or delivering property to any Trustee shall be required to see to its applicability. All persons relying on this Certificate of Trust regarding the Trustees and their powers over Trust property shall be held harmless from any resulting loss or liability from such reliance. A copy of this Certificate of Trust shall be just as valid as the original.

10. The undersigned hereby acknowledge and agree that this Certificate of Trust is being made pursuant to and in accordance with Section 736.1017, Florida Statutes, with full understanding that it will be relied upon to establish the truth of the matters set forth herein as provided under said Section 736.1017, Florida Statutes.

[Separate signature pages follow.]

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Certificate of Trust the day and year first above written.

TRUSTEE:

Theresa Maloy Schaefer

THERESA MALOY SCHAEFER

STATE OF Tennessee
COUNTY OF Williamson

The foregoing instrument was acknowledged before me this 09th day of December, 2016, by Theresa Maloy Schaefer who personally appeared before me and who is personally known to me or who produced FL Drivers License as identification.

BEVERLEY R. STIVERSON
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY

Beverley Stiverson

Notary Public

[NOTARY SEAL] My Commission Expires on February 19, 2018.

TRUSTEE:

Ronda Ann Holmberg

RONDA SCHAEFER HOLMBERG

STATE OF Tennessee
COUNTY OF Williamson

The foregoing instrument was acknowledged before me this 09th day of December, 2016, by Ronda Schaefer Holmberg who personally appeared before me and who is personally known to me or who produced TN Drivers License as identification.

BEVERLEY R. STIVERSON
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY

Beverley Stiverson

Notary Public

[NOTARY SEAL] My Commission Expires on February 19, 2018.

KATHLEEN DEMARIA, Attorney for Trustees

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21st day of November, 2016, by Kathleen DeMaria who personally appeared before me and who is personally known to me ~~or who produced~~ _____ as identification.

Notary Public for the State of Florida

Lori A. Shipman
Commission # FF 073692
Expires: Dec. 01, 2017
WWW.AARONNOTARY.com

[NOTARY SEAL]

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11480 **County Administrator's Report 9. 15.**
BCC Regular Meeting **Budget & Finance Consent**

Meeting Date: 01/05/2017
Issue: Acceptance of an Encroachment Agreement from Gulf South Pipeline for the Dirt Road Paving and Drainage Improvements for Killam Road
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acceptance of an Encroachment Agreement from Gulf South Pipeline, LP, for the Dirt Road Paving and Drainage Improvements for Killam Road - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning acceptance of an Encroachment Agreement from Gulf South Pipeline, LP, for the dirt road paving and drainage Improvements for Killam Road:

A. Accept the Encroachment Agreement from Gulf South Pipeline, LP, for dirt road paving and drainage Improvements for Killam Road;

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

C. Authorize the Chairman or Vice Chairman to sign the Encroachment Agreement.

[Funding: Fund 352, "LOST III," Cost Center 210107, Object Code 56301, Project #08EN0068]

BACKGROUND:

This recommendation is for the acceptance and issuance of an Encroachment Agreement from Gulf South Pipe Line for the dirt road paving and installation of drainage improvements on Killam Road from State Road 4-A to Stateline Road. The agreement is required due to the Gulf South Pipeline right of way which crosses Killam Road.

This portion of Killam Road is approximately 4,500 linear feet in length. The improved two-lane roadway section will consist of 11-foot wide lanes, 2-foot grassed shoulders with roadside ditches, and paved residential driveways.

Drainage improvements will include a new cross-drain, new driveway culverts as necessary, armoring of 2,900 linear feet (LF) of roadside ditches and stormwater inlets, and the addition of 1,700 LF of subsurface storm piping.

The contract bid amount is $1,015,163.25, which will be funded through the Local Option Sales Tax (LOST) III Dirt Road Paving Program.

The expected construction contract length is 180 days, with construction anticipated to start in January 2017.

BUDGETARY IMPACT:

Funds are available in Fund 352 "LOST III", Cost Center 210107, Object Code 56301, Project #08EN0068.

LEGAL CONSIDERATIONS/SIGN-OFF:

The encroachment agreement has not been signed off by the County Attorney's Office due to concerns about the terms set forth by Gulf South Pipeline, including indemnity and attorney's fees provisions required by Gulf State Pipeline. The County Attorney can address these concerns for the Board at its meeting.

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:

Upon Board approval of the Encroachment Agreement, construction of the project will proceed as scheduled.

Attachments

Prepared by and Recording Requested by:
Gulf South Pipeline Company, LP
2300 Verot School Road
Lafayette LA 70508
985-867-8166

ROW Ref.
Escambia County, FL
Sec. 34, T-6-N, R-31-W
Permit No. 6920

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: Container 8"
Station No.: 1349+32
GPS Readings: N 30.988057 W -87.317383

Index No.:301-8-14 Item/Tract No. I-102
Mile Post: na

DESCRIPTION OF PERMITTED WORK AND FACILITIES (collectively, "PERMITTED FACILITIES")

What: Reconfigure ditch on Killam Road

Where: Killam Road Improvements, Century FL

Plans furnished by : Sigma Consulting Group; Date of Plans: 2016 April; Latest Revision Date: N/A

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 Morgan Mason at 850-637-4629. 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 shall make available its final plans and construction methods to Gulf South upon request. Additionally, Permittee shall incorporate into the, before mentioned , final plans, the plan and profile of the concrete slab in the Permittee's proposed ditch used in the example of the Gulf South Permit, number 3768, of 11 May 2009. Identified by Permittee's 2009 plan and profile under Project Number 70821, *Highway 97, Plan and Profile Sheet, STA. 149+00.00 to STA. 154+00.00*
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 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 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.
10. Permittee shall install any proposed roadway or parking lot with a minimum cover of sixty inches (60") from the driving surface to the top of the Gulf South asset. It is the responsibility of the Permittee to ensure this cover is maintain for the life of the permitted facility.
11. Permittee shall meet or exceed all pipeline cover requirements specified by Gulf South and provide an additional, minimum, of forty-eight inches (48") of compactable clay or locally sourced fill dirt across the Gulf South right-of way, serving as the Permittee's sub-layer for the asphalt road, proposed improvement over the Gulf South right-of-way.
12. Permittee shall ensure any and all fill dirt used as the sub-layer of the asphalt permanent road shall be compacted to a uniform density of 95 percent (95%) of the maximum density. This should be determined in accordance with Standard or Modified Proctor density (ASTM D698 or ASTM D 1557) as appropriate to the soil type.
13. Permittee shall ensure the Hot Mix Asphalt (HMA) Surface Course Material for the surface course should be an HMA mix placed in one or more lifts to the finished lines and grade as shown on the plans. The plant mix material should conform to specifications for Superpave hot mix asphalt.

14. Permittee shall install any proposed roadway with a minimum cover of sixty inches (60") from the driving surface to the top of the Gulf South asset. It is the responsibility of the Permittee to ensure this cover is maintain for the life of the permitted facility.

15. Permittee shall install a minimum of a four (4) inch thick concrete slab in the ditch bottoms spanning a minimum distance of ten (10) feet from both pipelines' centerlines. Permittee shall maintain a minimum clearance of eighteen (18) inches between the top of Gulf South's pipelines and the bottom of the protective concrete slab in the ditch bottoms.

16. Concrete shall contain cement, coarse aggregate, and fine aggregate with a minimum of 3,000 pounds compressive strength per square inch at 28 days. Water shall be clean and free from salt, oil, or organic substances. Water from local rivers, creeks, or ditches shall not be used.

17. The design of the road and drainage for Escambia County's Killam Road at the approximate center line location of GPS coordinates, 30.988057, -87.317383, that was submitted to Gulf South may prove a probable conflict with the Gulf South's assets casing vents. In conversations with Escambia County personnel, they have indicated that their funding for this project is not sufficient to include the necessary adjustments to Gulf South's pipeline facilities as currently designed. Gulf South shall allow and approve the field design of the proposed ditch(s) to avoid conflicting with the existing casing vents of Escambia County's, Killam Road, so as to mitigate risk to schedule Escambia County's.

Special Provisions Reviewed by Gulf South Engineering: ***DLC*** ***9/1/16***
Initials ***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

_____
D. B. Underhill , Chairman

_____
Deputy Clerk

Date: _____

BCC Approved: _____

Gulf South Pipeline Company, LP
By: GS Pipeline Company, LLC
General Partner

_____
Authorized Signature

Rudy Perciful
Printed Name

Regional Vice President
Title

WITNESSES: (2)

_____
Signature

_____
Printed Name

_____
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: Escambia County Franchise Agreement
LPM No.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11479 **County Administrator's Report 9. 16.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 01/05/2017
Issue: Acceptance of a Temporary Easement from International Paper for Muscogee Road (From CR 297A to US 29) Widening and Drainage Improvements
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acceptance of a Temporary Easement from International Paper Company for Muscogee Road (from CR 297A to US 29) Widening and Drainage Improvements - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning acceptance of a Temporary Easement from International Paper Company for Muscogee Road (from CR 297A to US 29) Widening and Drainage Improvements:

A. Accept the donation of a Temporary Easement from International Paper Company for Muscogee Road (from CR 297A to US 29) Widening and 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 the Chairman or Vice Chairman to accept the Easement as of the day of delivery of the Easement to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

[Funding: Fund 352 "LOST III," Cost Center 210107, Project #09EN0115 "Muscogee Road"]

BACKGROUND:

The purpose of this Temporary Construction Easement is to allow the County to grade and stabilize the slope of the easement area (approximately 0.54 acres) in connection with improvements to the adjacent Muscogee Road (County Road 184). This easement shall automatically terminate upon completion of the project or December 31, 2018, whichever occurs first.

BUDGETARY IMPACT:

Funds for the project are available in Fund 352 "LOST III", Cost Center 210107, Project #09EN0115 "Muscogee Road".

LEGAL CONSIDERATIONS/SIGN-OFF:

This easement has been approved by the County Attorney's Office with the exception of sections 8, 9, 10, and 13 of the Temporary Easement, which requires the County to directly or indirectly provide indemnities, waivers, purchase insurance, and pay the other party's attorneys' fees.

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

Temp Easement

TEMPORARY EASEMENT

KNOW ALL MEN BY THE PRESENTS: That **INTERNATIONAL PAPER COMPANY**, a New York corporation, (hereinafter referred to as "Granter"), having an address at 6400 Poplar Avenue, Memphis, Tennessee 38197 for a good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant unto **ESCAMBIA COUNTY**, a political subdivision of the State of Florida and its successors (hereinafter referred to as "Grantee") having its principal place of business at 221 Palafox Place, 4th Floor, Pensacola, Florida 32502, a non-exclusive temporary easement and right of way (the "Easement") to enter upon the lands of the Granter situated in the County of Escambia, State of Florida and more particularly described as follows:

The Easement Area is described in Exhibit "A" attached hereto and incorporated herein.

1. The purpose of this Easement is to allow Grantee to grade and stabilize the slope of the Easement Area in connection with improvements to the adjacent Muscogee Road (County Road 184). This Easement shall automatically terminate upon completion of the Muscogee Road (East) Drainage Improvement Project or December 31, 2018, whichever occurs first.

2. Grantee shall keep the Easement Area (and any adjacent land) in a sanitary condition, free from its trash, litter and unnecessary equipment. Failure to do so shall give Granter the right to take the necessary action to maintain the property in the desired condition at Grantee's expense.

3. Grantee shall pay a total amount of ten dollars ($10.00) to Granter for use of the easement area as set forth herein.

4. Should the construction not be made on the Easement Area within a period of one (1) year from the date hereof or the Easement herein granted be abandoned for a period of one (1) year, the same shall revert to Granter without further action and all rights granted hereby shall cease.

5. Granter agrees for itself and its permitted assigns, not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building or other permanent structures on the Easement Area.

6. Grantee shall fully comply with all applicable laws, rules, regulations and requirements of any federal, state or local government, authority, agency, commission or regulatory body insofar as any of the same may apply to the use of the Easement Area for the purposes herein granted, and particularly as such laws, rules, regulations and requirements may relate to protection of the environment, water and air, and the prevention of forest fires.

7. The within grant is made without warranty of any kind, express or implied, and Grantee accepts the Easement Area in its existing condition representing unto Grantor that it is thoroughly familiar with such condition.

8. Grantee shall conduct all of its operations in a safe and workmanlike manner, at its own cost, expense and risk. Grantee agrees to be responsible for its negligent or tortious acts or omissions and agrees to be liable for damages proximately caused by those acts or omissions to the extent set forth in Section 768.28, Florida Statutes. To the extent allowed under Florida law, Grantee shall hold Grantor harmless for any and all damages related to or in connection with this Easement and/or the storm water retention pond, including without limitation, flooding, storm water or other water inundation events should any surrounding properties suffer such damages.

9. No provision of this Easement shall be construed, or in any way is intended to be construed, as a waiver of Grantee's sovereign immunity as any such waiver is solely established pursuant to the procedures set forth in Section 768.28, Fla. Stat. Notwithstanding the foregoing, Grantee may be liable to Grantor to the extent permitted under Section 768.28, Fla. Stat. Grantee is self-insured for liabilities in excess of the amounts provided under Section 768.28, Florida Statutes.

10. Grantee shall require all contractors and subcontractors who access the premises and Easement Areas to perform work on behalf of the Grantors under the provisions of this Easement to procure and maintain at all times, the following insurance coverage types and amounts of insurance coverage on policies issued on an "occurrence" basis:

(a) Workers' Compensation Insurance (or qualification as a self-insurer) sufficient to satisfy the laws of the state in which the property subject to this Easement is located and Employer's Liability Insurance that covers both "bodily injury by accident" and "bodily injury by disease" with limits of not less than $500,000;

(b) Commercial General Liability insurance that covers bodily injury, personal injury, and property damage, including but not limited to

products liability, completed operations, and contractual liability coverage, with per occurrence limits of not less than $2,000,000 and an aggregate limit of not less than $2,000,000. Commercial General Liability Insurance shall include "contractual" coverage for the indemnity clause set forth in Section 12 below; and

(c) Automobile Liability Insurance on any owned, non-owned, or hired vehicle, with per occurrence limits for both bodily injury and property damage of not less than $1,000,000;

With respect to the insurance provided by such contactor or subcontractor under this Section, Grantee shall require that each contractor and subcontractor procure from each insurer a waiver of subrogation in Grantor's favor. Attorneys' fees and costs shall be in addition to the policy limits set forth above, unless approved in writing by Grantor. Said contractor and subcontractor is responsible for payment of all deductibles, self-insured retentions and/or similar charges for the coverage required under this Section.

Grantee shall require that each contractor and subcontractor makes Grantor an additional insured on the contractor's and subcontractor's Commercial General Liability and Automobile Liability insurance policies, and provide Grantor with copies of policy endorsements reflecting Grantor's status as an additional insured thereunder. It is hereby agreed that all insurance coverage available to Grantor under contractor's and subcontractor's policies will be primary without right of contribution from any other insurance carried by or on behalf of Grantor, and that all of contractor's and subcontractor's insurance policies identified above will so indicate.

In addition to the policy endorsements making Grantor an additional insured under contractor's and subcontractor's policies, contractor's and subcontractor's are required to provide Grantor with written certificates of insurance evidencing contractor's and subcontractor's compliance with the requirements of this Section. These certificates of insurance must provide that the policies in force listed therein cannot be canceled for any reason unless Grantor is given at least thirty (30) days' advance written notice of cancellation (except ten (10) days' written notice for nonpayment of premium). Grantee hereby agrees that if the contractors and subcontractors fail to furnish the policy endorsements and/or the certificates of insurance required hereunder, or if Grantor receives notice that any policy of insurance issued to the contractors and subcontractors have been canceled or no longer meets the requirements of this Section, then Grantor may 1) suspend this Easement until insurance is obtained; 2) terminate this Easement immediately for cause; or 3) obtain forced placement insurance that meets the requirements of this Section at Grantee's sole cost from any broker or insurer satisfactory to Grantor.

11. In the event Grantee defaults in the performance of any provisions or covenant hereof and thereafter fails to cure or correct such default within thirty (30) days after written notice of such default, Grantor may at its option perform said obligation of Grantee and Grantee shall reimburse all reasonable costs of Grantor doing so immediately upon demand.

12. This Easement and all rights hereunder are subject to all liens, leases, easements, servitudes, rights-of-way, prescriptive rights, oil, gas and mineral leases, reservations and other matters affecting the Easement Area, either of record or apparent on the ground. It is distinctly understood and agreed that Grantor by this grant, grants no greater rights than it is permitted to grant in view of such liens, easements, leases, servitudes, rights-of-way, oil, gas and mineral leases, reservations, and other grants and encumbrances aforesaid.

13. Grantor shall not be responsible for any acts, omission, liabilities, damages or injuries whatsoever pertaining to this Easement or the Easement Area that were not caused solely by Grantor's negligence. To the extent permitted by applicable law, Grantee shall include in all contractor and subcontractor contracts for work to be performed in the Easement area pursuant to this Easement the following: "Contractor and Subcontractors each assumes the defense and the entire responsibility and liability for any and all damage or injury of any kind or nature whatsoever (including resulting death) to all persons, whether employed by the Grantee, Contractor or Subcontractors or otherwise, and to all property caused by, resulting from, arising out of, or occurring in connection with actions by the Grantee, Contractor and Subcontractors, or any agent or invitee of Grantee, Contractor and Subcontractors, related to this Easement. If any person makes a claim for any such damage or injury (including death resulting therefrom) as hereinabove described, Contractor and Subcontractor each agrees to indemnify and save harmless Grantor, its agents, servants and employees (collectively, "Grantor Indemnitees") from and against any and all loss, damage, injury or expense including reasonable attorney's fees that Grantor Indemnitees may sustain as a result of any such claims, and Contractor and Subcontractor agrees to assume, on behalf of Grantor Indemnitees, the defense of any action at law or in equity, which may be brought against Grantor Indemnitees upon such claim and to pay on behalf of Grantor Indemnitees upon demand, the amount of any judgment that may be entered against Grantor Indemnitees in any such action. In any suit or claim by Grantor, Contractor and Subcontractor each hereby expressly waives any immunity from suit which might otherwise be conferred by the Workers' Compensation laws of any jurisdiction and which would preclude enforcement of this indemnification clause by Grantor, and Contractor and Subcontractor further agrees to pay any reasonable attorney's fees incurred by Grantor in securing compliance with the provisions of this indemnification.

14. Grantee and its successors shall not assign, give rights to a third party in or otherwise transfer its interest in this Easement without the prior written consent of the Grantor, which may be exercised or withheld in Grantor's sole and absolute discretion.

15. In the event any suit or other proceeding is instituted by either Grantor or Grantee against the other to enforce or interpret any part of this Easement, each party shall bear its own attorneys fees, court costs and litigation expenses therein, as well as in any appeal from same. Notwithstanding the foregoing, Grantor shall not be precluded from recovering attorney fees from Grantee's contractors and subcontractors pursuant to Section 12 above.

IN WITNESS WHEREOF, the Grantor herein named has hereunto set its hand and seal this the 6th day of December, 2016.

Witness:

GRANTOR:
INTERNATIONAL PAPER COMPANY
By: William Kidwell
Name: William R. Kidwell
Title: Director: Corporate Real Estate

STATE OF TENNESSEE
COUNTY OF SHELBY

I, Rebecca Gephart, a notary public, in and for said County in said State, hereby certify that William Kidwell, being duly acknowledged to or known by me, acting in his/her official capacity as director, CRE of Grantor, with full authority, executed this instrument voluntarily for and as the act of said Grantor.

Given under my hand and official seal on this the 6th day of December, 2016.

Notary Public
Commission Expires: 5-11-2019

(Notary Seal)

REBECCA GEPHART
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF SHELBY
MY COMM. EXP. MAY 11, 2019

IN WITNESS WHEREOF, the Grantee herein named has hereunto set its hand and seal this the ___ day of _____, _____.

Witness:

GRANTEE:

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____

~~Douglas B. Underhill, Chairman~~
D. B. Underhill, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By:_____
Deputy Clerk

(SEAL)

This document approved as to form and legal sufficiency.
By _____
Title Asst. County Attorney
Date Dec. 15, 2016

Exhibit "A"

RBA
REBOL-BATTLE & ASSOCIATES
Civil Engineers and Surveyors
2301 N. Ninth Avenue, Suite 300
Pensacola, Florida 32503
Telephone 850 438 0400 Fax 850 438 0448
EB 0009657 LB 7916

DESCRIPTION & SKETCH

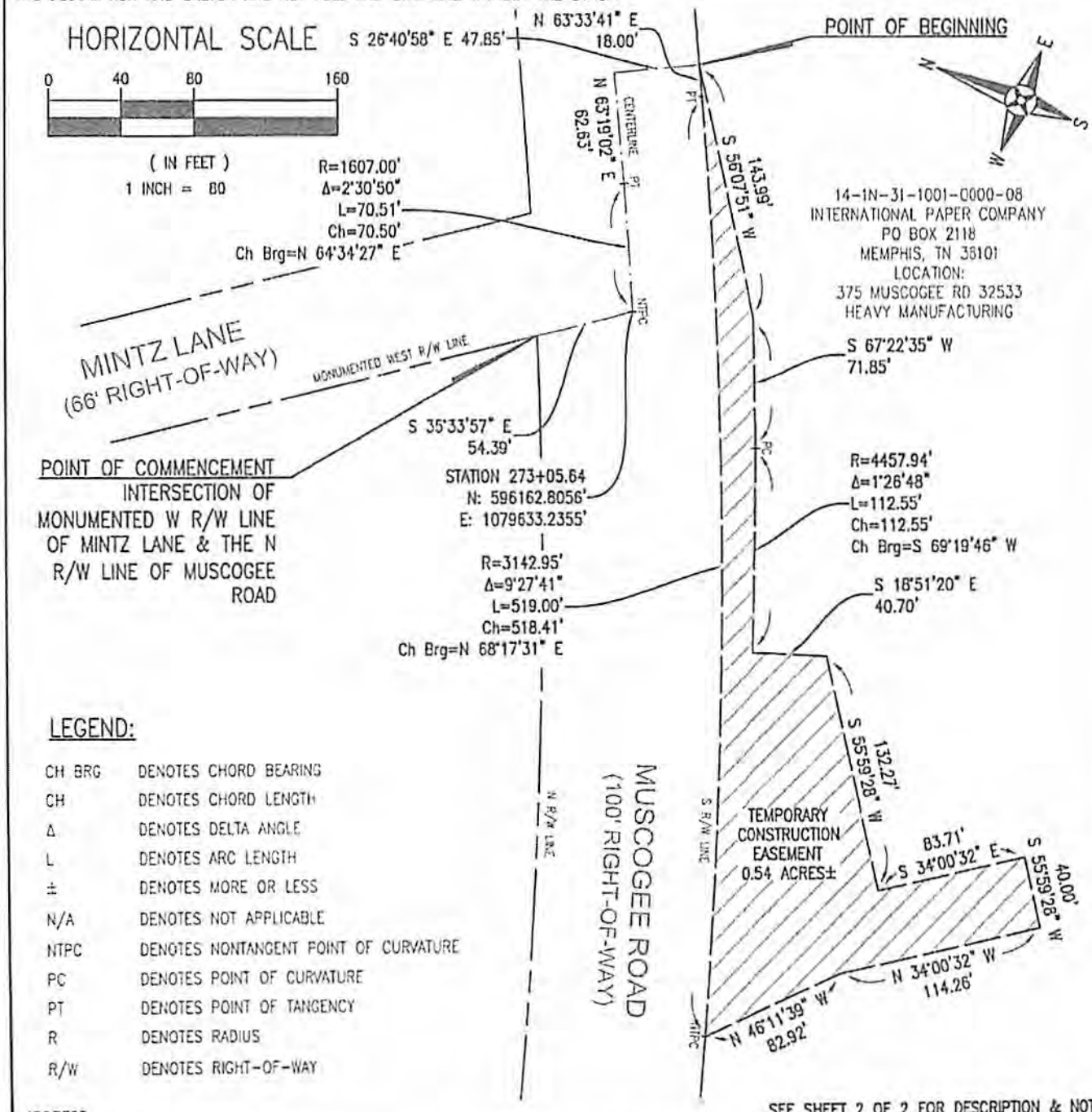
PREPARED FOR: ESCAMBIA COUNTY PUBLIC WORKS DEPARTMENT

REQUESTED BY: ESCAMBIA COUNTY PUBLIC WORKS DEPARTMENT

TEMPORARY CONSTRUCTION EASEMENT

PROJECT:	2012.041
FIELD SURVEY DATE:	N/A
SECTION:	11
TOWNSHIP:	1 NORTH
RANGE:	31 WEST
COUNTY:	ESCAMBIA

THE DESCRIPTION AND SKETCH ARE NOT FULL AND COMPLETE WITHOUT THE OTHER.



LEGEND:

CH BRG	DENOTES CHORD BEARING
CH	DENOTES CHORD LENGTH
Δ	DENOTES DELTA ANGLE
L	DENOTES ARC LENGTH
±	DENOTES MORE OR LESS
N/A	DENOTES NOT APPLICABLE
NTPC	DENOTES NONTANGENT POINT OF CURVATURE
PC	DENOTES POINT OF CURVATURE
PT	DENOTES POINT OF TANGENCY
R	DENOTES RADIUS
R/W	DENOTES RIGHT-OF-WAY

ADDRESS:

SEE SHEET 2 OF 2 FOR DESCRIPTION & NOTES

REVISIONS

NO.	BY	DESCRIPTION	DATE

I HEREBY CERTIFY THAT THE SURVEY 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 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES TO THE BEST OF MY KNOWLEDGE AND BELIEF.

MARK A. NORRIS
FLORIDA REGISTRATION NO. 6211 10/17/16

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

CHECKED BY:	MAN
SCALE:	1" = 80'
F.B. N/A	PAGE N/A
DRAWN BY:	DFS
SHEET:	1 OF 2

REBOL-BATTLE & ASSOCIATES Civil Engineers and Surveyors 2301 N. Ninth Avenue, Suite 300 Pensacola, Florida 32503 Telephone 850.438.0400 Fax 850.438.0448 EB 00009657 LB 7918	DESCRIPTION & SKETCH PREPARED FOR: ESCAMBIA COUNTY PUBLIC WORKS DEPARTMENT REQUESTED BY: ESCAMBIA COUNTY PUBLIC WORKS DEPARTMENT TEMPORARY CONSTRUCTION EASEMENT	PROJECT: 2012.041 FIELD SURVEY DATE: N/A SECTION: 11 TOWNSHIP: 1 NORTH RANGE: 31 WEST COUNTY: ESCAMBIA

Exhibit "A"

DESCRIPTION: (AS PREPARED BY REBOL-BATTLE & ASSOCIATES)

TEMPORARY CONSTRUCTION EASEMENT

COMMENCE AT THE INTERSECTION OF THE MONUMENTED WEST RIGHT-OF-WAY (R/W) LINE OF MINTZ LANE (66' R/W) AND THE NORTH R/W LINE OF MUSCOGEE ROAD (100' R/W); THENCE PROCEED SOUTH 35°33'57" EAST ALONG THE SOUTHEASTERLY EXTENSION OF SAID WEST R/W LINE FOR A DISTANCE OF 54.39 FEET TO THE CURVED CENTERLINE OF SAID MUSCOGEE ROAD ALSO BEING STATION 273+05.84 AS SHOWN ON THE PROPOSED PLANS FOR MUSCOGEE ROAD WIDENING & DRAINAGE IMPROVEMENTS PHASE 1, HAVING THE FOLLOWING STATE PLANE COORDINATES (FLORIDA NORTH ZONE): NORTH: 596,162.8056, EAST: 1,079,633.2355, ALSO BEING A NONTANGENT POINT ON A CIRCULAR CURVE CONCAVE TO THE NORTHWEST, SAID CURVE HAVING A RADIUS OF 1607.00 FEET; THENCE PROCEED NORTHEASTERLY ALONG SAID CURVED CENTERLINE FOR AN ARC DISTANCE OF 70.51 FEET (DELTA ANGLE = 02°30'50", CHORD DISTANCE = 70.50 FEET, CHORD BEARING = NORTH 64°34'27" EAST) TO THE POINT OF TANGENCY; THENCE PROCEED NORTH 63°19'02" EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 62.63 FEET; THENCE DEPARTING SAID CENTERLINE PROCEED SOUTH 26°40'58" EAST FOR A DISTANCE OF 47.85 FEET TO THE SOUTH R/W LINE OF SAID MUSCOGEE ROAD FOR THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH R/W LINE PROCEED SOUTH 56°07'51" WEST FOR A DISTANCE OF 143.99 FEET; THENCE PROCEED SOUTH 67°22'35" WEST FOR A DISTANCE OF 71.85 FEET TO THE POINT CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST, SAID CURVE HAVING A RADIUS OF 4457.94 FEET; THENCE PROCEED SOUTHWESTERLY ALONG SAID CURVED LINE FOR AN ARC DISTANCE OF 112.55 FEET (DELTA ANGLE = 01°26'48", CHORD DISTANCE = 112.55 FEET, CHORD BEARING = SOUTH 69°19'46" WEST); THENCE PROCEED SOUTH 18°51'20" EAST FOR A DISTANCE OF 40.70 FEET; THENCE PROCEED SOUTH 55°59'28" WEST FOR A DISTANCE OF 132.27 FEET; THENCE PROCEED SOUTH 34°00'32" EAST FOR A DISTANCE OF 83.71 FEET; THENCE PROCEED SOUTH 55°59'28" WEST FOR A DISTANCE OF 40.00 FEET; THENCE PROCEED NORTH 34°00'32" WEST FOR A DISTANCE OF 114.26 FEET; THENCE PROCEED NORTH 46°11'39" WEST FOR A DISTANCE OF 82.92 FEET TO AFORESAID SOUTH R/W LINE ALSO BEING A NONTANGENT POINT ON A CIRCULAR CURVE CONCAVE TO THE NORTHWEST, SAID CURVE HAVING A RADIUS OF 3142.95 FEET; THENCE PROCEED NORTHEASTERLY ALONG SAID CURVED R/W LINE FOR AN ARC DISTANCE OF 519.00 FEET (DELTA ANGLE = 09°27'41", CHORD DISTANCE = 518.41 FEET, CHORD BEARING = NORTH 68°17'31" EAST) TO THE POINT OF TANGENCY; THENCE PROCEED NORTH 63°33'41" EAST ALONG SAID SOUTH R/W LINE FOR A DISTANCE OF 18.00 FEET TO THE POINT OF BEGINNING.

LYING IN AND BEING A PORTION OF SECTION 11, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINING 0.54 ACRES MORE OR LESS.

GENERAL NOTES:

1. NORTH AND THE SURVEY DATUM SHOWN HEREON IS BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM (FLORIDA NORTH ZONE), NORTH AMERICAN DATUM OF 1983 (NAD83)-(2011)-(EPOCH 2010.0000) AND WERE DERIVED UTILIZING A GLOBAL POSITIONING SYSTEM (GPS) TOPCON HIPER II GEODETIC DUAL FREQUENCY RECEIVER. THE RECEIVER WAS UTILIZED IN A REAL-TIME KINEMATIC (RTK) MODE UTILIZING THE FLORIDA DEPARTMENT OF TRANSPORTATION FLORIDA PERMANENT REFERENCE NETWORK (FPRN), FLORIDA'S GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) REFERENCE STATION NETWORK; DEEDS OF RECORD AND EXISTING FIELD MONUMENTATION.
2. MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS AND ARE EXPRESSED IN DECIMAL OF FEET.
3. NO TITLE SEARCH WAS PERFORMED BY NOR PROVIDED TO THIS FIRM FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
4. THIS DESCRIPTION AND SKETCH DOES NOT REPRESENT NOR GUARANTEE OWNERSHIP.
5. THE SKETCH SHOWN HEREON WAS PREPARED FOR DESCRIPTION PURPOSES ONLY AND IS NOT INTENDED TO REPRESENT A FIELD SURVEY.
6. THE DESCRIPTION AND SKETCH ARE NOT FULL AND COMPLETE WITHOUT THE OTHER.

CHECKED BY:	MAN
SCALE:	1" = 80'
F.B. N/A	PAGE N/A
DRAWN BY:	DFS
SHEET:	2 OF 2

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11466 **County Administrator's Report 9. 17.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 01/05/2017
Issue: Acceptance of a Drainage Easement at 2061 Staff Drive
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acceptance of a Drainage Easement at 2061 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 (1,091.66 square feet) located at 2061 Staff Drive from Jerry L. Alexander, Jr., and Christine Alexander:

A. Accept the donation of a drainage easement located at 2061 Staff Drive from Jerry L. Alexander, Jr., and Christine Alexander for drainage improvements;

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

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

D. Authorize 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 Jerry and Christine Alexander located at 2061
Staff Drive experienced erosion caused by stormwater runoff. The County was able to obtain, via donation, a Drainage Easement from Mr. and Mrs. Alexander which will allow the Road Division to repair damages and construct improvements to better convey stormwater runoff in the area.

At the BCC meeting on May 5, 2016, the County obtained a drainage easement from the property owners of the adjacent property at 2060 Staff Drive.

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 Drainage Easement has 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

Drainage Easement-Alexander

Aerial Map - Alexander

Prepared by:
Kara Johnson
Escambia County Public Works Department
3363 West Park Place
Pensacola, Florida 32505

Staff Drive Drainage Project
Portion of 27-1N-31-0300-000-170

STATE OF FLORIDA
COUNTY OF ESCAMBIA

DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT made this 7 day of December, 2016, by and between Jerry L. Alexander, Jr. and Christine Alexander, husband and wife, whose mailing address is 2061 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 _____
Print Name Bernie W Manning

Witness _____
Print Name Christi C. Schiffer

GRANTORS:

By: _____
Jerry L. Alexander, Jr.

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 7 day of December, 2016, by Jerry L. Alexander, Jr. He (_) is personally known to me, or (✓) produced current Florida Driver Licence as identification.

BERNIE W. MANNING
Notary Public - State of Florida
Commission #FF109897
My Commission Expires
May 31, 2018

(Notary Seal)

_____
Signature of Notary Public

Bernie W Manning
Printed Name of Notary Public

Witness _____
Print Name Bernie W Manning

Witness _____
Print Name Christi C. Schiffer

By _____
Christine Alexander

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 7 day of December, 2016 by Christine Alexander. She (_) is personally known to me, or (✓) produced current Florida Driver Licence as identification.

BERNIE W. MANNING
Notary Public - State of Florida
Commission #FF109897
My Commission Expires
May 31, 2018

(Notary Seal)

_____
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

_____
D. B. Underhill, 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 Dec. 15, 2016

LEGAL DESCRIPTION AND SKETCH
EXHIBIT "A"

Legal Description
Variable Width Drainage Easement
Prepared at the request of the Escambia County Road Department
November 14, 2016

A variable width non exclusive easement for drainage purposes over, under and across a portion of Lot 17, Shepherds Grove Subdivision, as recorded in Plat Book 18, Pages 72 and 72A, in the public records of Escambia County, Florida, and being more particularly described as follows:

Commence at a found 4"x4" concrete monument (ID #3758 HMM) marking the northwest corner of said Shepherds Grove Subdivision; thence S03°20'50"W coincident with the west line of said Shepherds Grove for a distance of 188.89 feet to a found ½" iron rod (ID #3758 HMM) marking the northwest corner of said Lot 17; thence N67°46'27"E coincident with the north line of said Lot 17 for a distance of 88.21 feet; thence N72°08'23"E coincident with said north line of Lot 17 for a distance of 26.32 feet to the Point of Beginning of the drainage easement described hereon; thence continue N72°08'23"E coincident with said north line of Lot 17 for a distance of 18.79 feet; thence N79°21'40"E coincident with said north line of Lot 17 for a distance of 32.86 feet to the northeast corner of said Lot 17; thence S03°31'51"W coincident with the east line of said Lot 17 for a distance of 42.66 feet; thence N57°06'28"W for a distance of 56.63 feet to the Point of Beginning.

Said easement contains 1091.66 square feet, more or less.

Certified to: Escambia County, Florida Board of County Commissioners

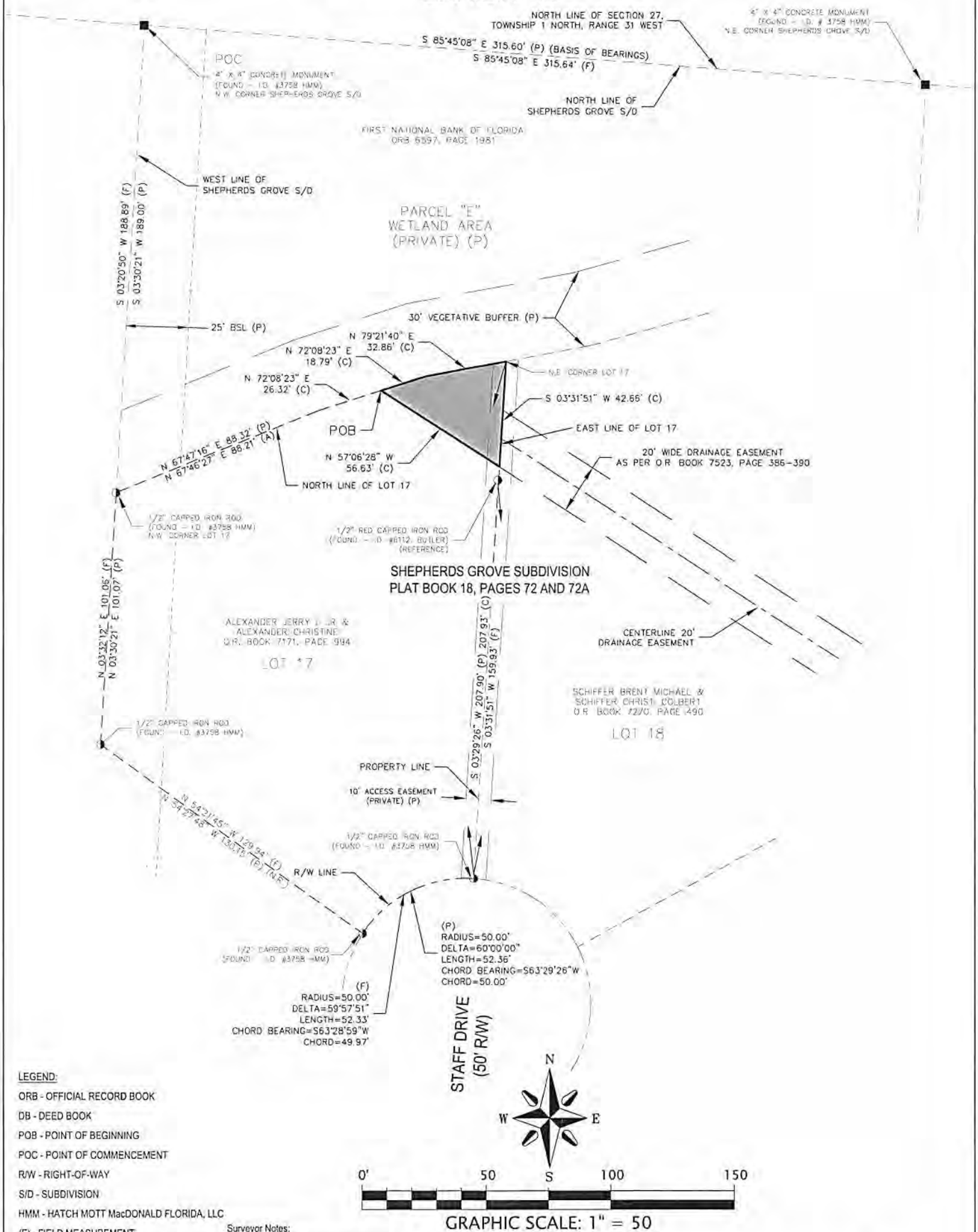
Surveyor's Notes:

1) The sketch shown hereon was prepared for description purposes only and is not intended to represent a field (boundary) survey. An accurate field (boundary) survey of the parcel described hereon may result in variations in bearings and distances.
2) Measurements were made in accordance with the United States Standard Foot (US Survey Foot definition).
3) Basis of Bearings Reference: North and the bearings shown hereon are based on the north line of 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).
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 and description 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, 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.
6) This sketch and description does not reflect, determine, or guarantee ownership.
7) Internal improvements were not located, if any.
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.
10) Additions or deletions to the sketch and description by other than the signing party or parties is prohibited without written consent of the signing parties.
11) The sketch and description or copies thereof are not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.
12) The sketch and description are not full and complete without the other.
13) No other person(s) and/or entity(ies) other than those certified to hereon may use this sketch and description or copies thereof, for any reason whatsoever, without the prior written consent of the undersigned.
14) Documents used in the preparation of this survey: Deeds of record; Plat of Shepherds Grove Subdivision, as recorded in Plat Book 18, Pages 72 and 72A, in the public records of Escambia County, Florida; Escambia County Property Appraiser Maps; and existing field monumentation.
15) The official record of this sketch and description is the original signed and sealed paper version. Any electronic version(s) is not valid unless it is identical in all forms and respects to the original signed and sealed paper version. The onus of comparison is placed on the user of the electronic version.

LEGAL DESCRIPTION AND SKETCH ~ THIS IS NOT A SURVEY
FOR ILLUSTRATIVE PURPOSES ONLY

Drawn By: M.K.	Project No.: 20160137	ENGINEERING DEPARTMENT ESCAMBIA COUNTY, FLORIDA 3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505
Survey Date:	Drawing No. L-5081	
Drawing Date: 11/15/2016	Field Book: Page:	
Section, Township, Range:	27, T-1-N, R-31-W	Date: 11/18/16
Type of Survey:	Sheet No. 1 of 2	Danny R. Swain, Professional Surveyor and Mapper No. 5942 State of Florida
Revisions:	Date:	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"



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
(C) - CALCULATED
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.

4) The official record of this description and sketch is the original signed and sealed paper version. Any electronic version(s) is not valid unless it is identical in all forms and respects to the original signed and sealed paper version. The onus of comparison is placed on the user of the electronic version.

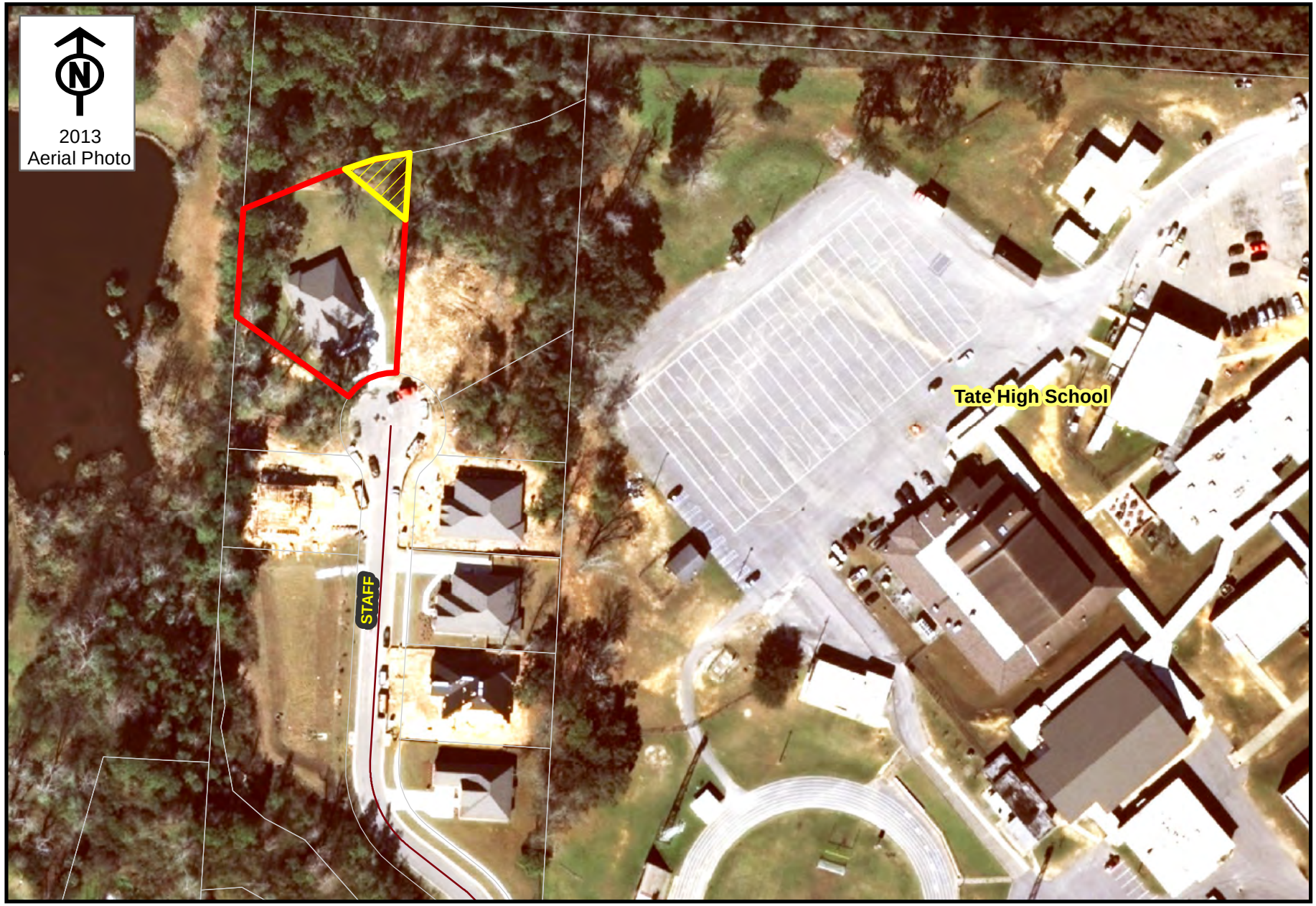
- R/W LINE
- EASEMENT LINE
- PROPERTY LINE
- BUILDING SETBACK LINE
- SUBJECT EASEMENT

LEGAL DESCRIPTION AND SKETCH ~ THIS IS NOT A SURVEY

FOR ILLUSTRATIVE PURPOSES ONLY

Drawn By: M.K.	Project No.: 20160137	ENGINEERING DEPARTMENT ESCAMBIA COUNTY, FLORIDA 3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505
Survey Date:	Drawing No. L-5081	
Drawing Date: 11/15/2016	Field Book: Page:	
Section, Township, Range: 27, T-1-N, R-31-W		
Type of Survey: Description and Sketch	Sheet No. 2 of 2	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.
Revisions:	Date:	

Staff Drive Drainage Easement



ESCAMBIA COUNTY
ENGINEERING DIVISION

KPJ 12/7/16 DISTRICT 5

Alexander Property

Approximate location of easement

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11464 **County Administrator's Report 9. 18.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 01/05/2017
Issue: Florida Department of Transportation (FDOT) Section 5311 Program Grant Application
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Florida Department of Transportation Section 5311 Program Grant Application - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the State of Florida Department of Transportation (FDOT) Grant Application for U.S.C. Section 5311 funding (Federal Transit Administration [FTA] non-urbanized funding), to be used by Escambia County Area Transit (ECAT) and Escambia Community Transportation Coordinator (CTC) for non-urbanized areas of Escambia County, including operation of the fixed route to the Town of Century.

A. Adopt the Resolution authorizing Escambia County to apply for and accept certain Grant awards made by FDOT and by the FTA Act of 1964; and

B. Authorize the Chairman to execute the Resolution and all other required documents pertaining to acceptance and expenditure of grant funds, including notification of funding and electronic document filing, pending Legal approval, without further action of the Board.

[Funding: Section 5311 funding requires a 50% match for operating costs for rural areas. These funds will be included in the ECAT Fiscal Year 2017/2018 Budget. (Currently, ECAT operates the Town of Century Route (Route 60) with no Grant reimbursement. If the funds are awarded, the ECAT budget for the operations of this route would be reduced by 50%.)]

BACKGROUND:

The Section 5311 Non-Urbanized Area Formula provides federal operating or capital assistance to eligible recipients who operate / contract public transportation service in non-urbanized areas (rural areas - typically the Town of Century route). Eligible recipients may receive annual Section 5311 allocations to offset operational expenses of public transportation service operated / contracted in non-urbanized areas. Grant recipients must either be a Community Transportation Coordinator (CTC), or an otherwise-eligible recipient who maintains a written Coordination Agreement with the CTC. Additionally, grant recipients must have the requisite fiscal and managerial capability to carry out the Project and the legal authority to receive federal and state funds. Escambia County is the eligible local recipient of FDOT funding and has a written contract with First Transit.

BUDGETARY IMPACT:

Section 5311 funding requires a 50% match for operating costs for rural areas. The other 50% is a reimbursement. These funds will be included in the ECAT Fiscal Year 2017/2018 Budget. (Currently, ECAT operates the Town of Century Route (Route 60) with no grant reimbursement. If the funds are awarded, the ECAT budget for the operations of this route would be reduced by 50%.)

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed and approved the Resolution for legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon the Board's approval, Clerk's Office staff will need to certify two copies of the Resolution for ECAT. Funds are accessed upon grant award, acceptance of award, and all approvals. ECAT personnel will continue to coordinate with FDOT staff to complete all implementation requirements.

Attachments

Resolution

RESOLUTION NUMBER R2017-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AUTHORIZING ESCAMBIA COUNTY TO APPLY FOR AND ACCEPT CERTAIN GRANT AWARDS MADE BY THE FLORIDA DEPARTMENT OF TRANSPORTATION AND THE FEDERAL TRANSIT ADMINISTRATION ACT OF 1964; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Escambia County has the authority to apply for and accept grants and make purchases and/or expend funds pursuant to grant awards made by the Florida Department of Transportation as authorized by Chapter 341, Florida Statutes, and/or by the Federal Transit Administration Act of 1964, as amended; and

WHEREAS, Escambia County has the authority to sign and submit a Section 5311 Non-Urbanized Area Formula Program grant application and supporting documents and assurances to the Florida Department of Transportation.

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

SECTION 1. That the whereas clauses are true and incorporated by reference herein.

SECTION 2. That this resolution applies to Federal Programs under USC Section 5311.

SECTION 3. That Escambia County hereby approves the submission of a grant application, supporting documents, and assurances to the Florida Department of Transportation.

SECTION 4. That the Chairman hereby authorizes the Escambia County Area Transit General Manager to file the grant application and all other required documents pertaining to the acceptance and expenditure of this grant award.

SECTION 5. That the Chairman is hereby authorized to sign this Resolution and all other necessary documents pertaining to the application, acceptance, and expenditure of the grant award, accept the grand award, and expend grant funds pursuant to the award.

SECTION 6. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this _____ day of _____ 2017.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By:_____
D. B. Underhill, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By:_____
Deputy Clerk

Approved as to form and legal sufficiency.

By/Title: ACA
Date: 12/5/16

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11462 **County Administrator's Report 9. 19.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 01/05/2017
Issue: Florida Department of Transportation (FDOT) Section 5310 Program Grant Application
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Florida Department of Transportation Section 5310 Program Grant Application - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the State of Florida Department of Transportation (FDOT) Grant Application for Section 5310 funding and Federal Transit Administration (FTA) urbanized area funding to be used by Escambia County for the purchase of three Americans with Disabilities Act of 1990 (ADA) buses:

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

B. Authorize the Chairman or Vice Chairman to execute the Resolution and all other required documents pertaining to acceptance and expenditure of grant funds, including notification of funding and electronic document filing, pending Legal approval, without further action of the Board.

[Funding: Escambia County is required to provide a 10% match for Section 5310 Capital Awards ($22,500). These funds will be included in the Escambia County Area Transit (ECAT) Fiscal Year 2017/2018 Budget]

BACKGROUND:

There are currently 27 vehicles in the fleet available to Escambia County Community Transportation (ECCT). Community Transportation, to function effectively, requires a fleet of 30 vehicles. This application is to acquire the funds necessary to increase the fleet by three vehicles. ECCT currently must hire third party vendors to complete trips that the current fleet cannot accommodate. The three new vehicles will reduce the amount of third party vendors required to assist ECCT to meet its requirements. Award of the grant funds is not expected until late 2017, which would mean vehicle delivery in mid 2018; therefore, the 10% match will be reflected in the 2017/2018 Budget.

Program of Projects	Amount
3 - Paratransit busses	$225,000
Total Budget	$225,000

Upon approval by the Board of County Commissioners, this proposed Program of Projects, including any Amendments, becomes the final Program of Projects.

The particular vehicles will be chosen from the State contract and will be similar to the current fleet vehicles. FTA funds cannot be used if/when a local preference purchasing policy is utilized.

NOTE: The three vehicles past their useful life (see attached fleet list) have been marked for replacement, and funding has been allocated through last year's 5310 grant.

BUDGETARY IMPACT:

Escambia County is required to provide a 10% match for Section 5310 Capital Awards ($22,500). These funds will be included in the Escambia County Area Transit (ECAT) Fiscal Year 2017/2018 Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has approved as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon the Board's approval, Clerk's Office staff will need to certify two copies of the Resolution for ECAT. Funds are accessed upon grant award, acceptance of award, and all approvals. ECAT personnel will continue to coordinate with FDOT staff to complete all implementation requirements.

Attachments

Fleet List
Resolution

Escambia County Community Transportation Fleet List

MFG YR	MAKE	Model	VIN. #	Mileage	Pass Cap	Fleet #	2015	2016	Notes
2006	Chevrolet	Malibu	1G1ZS518X6F277594	129,476	5	UNIT 19	$ 22,000.00		
2010	Ford	E-250	1FTNE24L49DA92601	281,231	10	208		$ 85,000.00	Pending Disposal
2011	Chevrolet	4500	1GB6G5BG3B1110765	203,105	11	838	$ 85,000.00		Scheduled to be replaced by 2016 5310 funds previously approved
2011	Chevrolet	4500	1GB6G5BG7B1110574	264,656	11	839	$ 85,000.00		Scheduled to be replaced by 2016 5310 funds previously approved
2011	Chevrolet	4500	1GB6G5BG0B1110352	239,738	11	840	$ 85,000.00		Scheduled to be replaced by 2016 5310 funds previously approved
2014	Chevy	4500	1GB3G2CG9E1208624	100,067	11	1435			
2014	Chevy	4500	1GB3G2CGOE1208219	102,615	11	1436			
2014	Chevy	4500	1GB3G2CG1E1208049	94,507	11	1437			
2014	Chevy	4500	1GB3G2CG7E1207651	98,550	11	1438			
2014	Chevy	4500	1GB3G2CG7E1208637	83,280	11	1439			
2014	Chevy	4500	1GB3G2CG6E1209245	103,150	11	1440			
2014	Chevy	4500	1GB3G2CG1E1208679	101,806	11	1441			
2014	Chevy	4500	1GB3G2CG0E1207975	97,662	11	1442			
2014	Chevy	4500	1GB3G2CG4E1207722	94,898	11	1443			
2014	Chevy	4500	1GB3G2CG0E1209869	62,095	11	1444			Totalled - Pending Replacement
2014	Chevy	4500	1GB3G2CG0E1209404	84,064	11	1445			
2014	Chevy	4500	1GB3G2CG3E1209557	107,021	11	1446			
2014	Chevy	4500	1GB3G2CG5E1209611	83,522	11	1447			
2015	Chevy	4500	1GB3G2CG6F1133009	62,073	11	1548			
2015	Chevy	4500	1GB3G2CG4F1134305	60,989	11	1549			
2015	Chevy	4500	1GB3G2CG5F1133650	16,774	11	1550			Totalled - Pending Replacement
2015	Chevy	4500	1GB3G2CG6F1133897	90,783	11	1551			
2016	Chevy	4500	1GB6GUBG3G1279427		15	1652			
2016	Chevy	4500	1GB6GUBG6G1279776		15	1653			
2016	Chevy	4500	1GB6GUBG1G1281113		15	1654			

FTA Useful Life for Paratransit Vehicles is 5 years or 200,000 Miles

Additional Vehicles required to minimise the amount of trips that are contracted to 3rd Parties

RESOLUTION NUMBER R2017-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AUTHORIZING ESCAMBIA COUNTY TO APPLY FOR AND ACCEPT CERTAIN GRANT AWARDS MADE BY THE FLORIDA DEPARTMENT OF TRANSPORTATION AND THE FEDERAL TRANSIT ADMINISTRATION ACT OF 1964; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Escambia County has the authority to apply for and accept grants and make purchases and/or expend funds pursuant to grant awards made by the Florida Department of Transportation as authorized by Chapter 341, Florida Statutes, and/or by the Federal Transit Administration Act of 1964, as amended; and

WHEREAS, Escambia County has the authority to sign and submit a Section 5310 Urbanized Area Formula Program grant application and supporting documents and assurances to the Florida Department of Transportation.

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

SECTION 1. That the whereas clauses are true and incorporated by reference herein.

SECTION 2. That this resolution applies to Federal Programs under USC Section 5310.

SECTION 3. That Escambia County hereby approves the submission of a grant application, supporting documents, and assurances to the Florida Department of Transportation.

SECTION 4. That the Chairman hereby authorizes the Escambia County Area Transit General Manager to file the grant application and all other required documents pertaining to the acceptance and expenditure of this grant award.

SECTION 5. That the Chairman is hereby authorized to sign this Resolution and all other necessary documents pertaining to the application, acceptance, and expenditure of the grant award, accept the grand award, and expend grant funds pursuant to the award.

SECTION 6. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this _____ day of _____ 2017.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By:_____

D. B. Underhill, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By:_____
Deputy Clerk

Approved as to form and legal sufficiency.

By/Title: Kristin Hual
Date: 12/5/16

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11393 **County Administrator's Report 9. 20.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 01/05/2017
Issue: Killam Road Dirt Road Paving and Drainage Improvements
From: Claudia Simmons, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Killam Road Dirt Road Paving and Drainage Improvements - Claudia Simmons, Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Site and Utility, LLC, per the terms and conditions of PD 16-17.002, Killam Road Dirt Road Paving and Drainage Improvements, in the amount of 1,015,163.25.

[Funding: Fund 352, LOST III, Cost Center, 210107, Object Code 56301, Project Number 08EN0068]

BACKGROUND:

The Invitation to Bid PD 16-17.002 Killam Road Dirt Road Paving and Drainage Improvements advertised in the Pensacola News Journal on Monday, October 3, 2016. Eighteen contractors were notified on Monday, October 3, 2016. Five bids and one no bid were received on November 3, 2016. Site and Utility, LLC is the low bidder.This recommendation is for the award of a contract to Site Utility, LLC for the dirt road paving and installation of drainage improvements on Killam Road from State Road 4-A to Stateline Road. The total length of this roadway is approximately 4,500 linear feet. The improved two lane roadway section will consist of 11-foot wide lanes, 2-foot grassed shoulders with roadside ditches, and paved existing residential driveways.Drainage improvements will include a new cross-drain, new driveway culverts as necessary, armoring of 2,900 LF of roadside ditches, stormwater inlets, and the addition of 1,700 LF of subsurface storm piping. The contract bid amount is $1,015,163.25. This project will be funded with LOST III Dirt Road Paving Program dollars.
The expected construction contract length is 150 days. Construction is anticipated to start in January 2017.

BUDGETARY IMPACT:

Funding: Fund 352, LOST III, Cost Center, 210107, Object Code 56301, Project Number 08EN0068

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney's Standard Form "D" is being used for this project.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Invitation to Bid PD 16-17.002 Killam Road Dirt Road Paving and Drainage Improvements advertised in the Pensacola News Journal on Monday, October 3, 2016. Eighteen contractors were notified on Monday, October 3, 2016. Five bids and one no bid were received on November 3, 2016. Site and Utility, LLC is the low bidder.This recommendation is for the award of a contract to Site Utility, LLC for the dirt road paving and installation of drainage improvements on Killam Road from State Road 4-A to Stateline Road. The total length of this roadway is approximately 4,500 linear feet. The improved two lane
roadway section will consist of 11-foot wide lanes, 2-foot grassed shoulders with roadside ditches, and paved existing residential driveways.Drainage improvements will include a new cross-drain, new driveway culverts as necessary,
armoring of 2,900 LF of roadside ditches, stormwater inlets, and the addition of 1,700 LF of subsurface storm piping.
The contract bid amount is $1,015,163.25. This project will be funded with LOST III Dirt Road Paving Program dollars.
The expected construction contract length is 150 days. Construction is anticipated to start in
January 2017.

IMPLEMENTATION/COORDINATION:

Public Works Department will administer the contract.

Attachments

Determination to Award
Agreement Site and Utility LLC
bid tab

RECOMMENDATION TO AWARD DETERMINATION CHECKLIST
(EXHIBIT 1 TO TABULATION SHEET)

SECTION 1 **- GENERAL INFORMATION SECTION -**

Description: Killiam Rd Dirt Road Paving

Bid Number: 16-17.002

Opening Date/Time: Thursday, November 3, 2016 3:00 PM CDT

Purchasing Agent: Claudia Simmons

Client Department: Public Works Engineering Dept. Director/Designee: Joy Blackmon

Protest Information: _____

Note: Purchasing will advise of any Protest(s)

Requisition #_____ Verify

Fund: 352 "LOST III" Verify

Cost Center: 210107 Verify

Object Code: 56301 Verify

Project Number: 08EN0068 Verify

Digitally signed by Robin A Lambert
DN: cn=Robin A Lambert, o=Public Works, ou=Engineering, email=rflamber@myescambia.com, c=US
Date: 2016.11.14 15:39:45 -06'00'

Background/Attachments/S.O.W. included w/Requisition for Preparing Recommendation ☑ **Yes** ☐ **No**
Note: Attachments to Requisition shall Reference PD # 16-17.002

Comments Applicable to General Information Section:

SECTION 2 **- RECOMMENDED AWARD SECTION -** **(See Attached Tab Sheet)**

Recommendation to the BCC: (See Attached Tabulation Sheet for Pre-Award Compliance)

~~To Award the project to Site and Utility in the amount of $1,015,163.25~~

Sigma Eng Paul Hefferman, P.E. Unit Price Extensions Checked by:_____
(Signature)

Note: Have Extensions Checked by Consultant and Confirm to Purchasing Agent after Opening.

Corrections to Unit Price Extension(s) Description:_____

Comments/Questions as to Responsiveness and Responsibility for Apparent Low Bidder
Purchasing ☐ Yes ☐ No Client Department ☐ Yes ☐ No
If Yes, Please Document in Space Provided:

SECTION 3 **-CLIENT DEPARTMENT & OFFICE OF PURCHASING APPROVALS - FOR RECOMMENDED AWARD SECTION**

Department Director/Designee Approval: Digitally signed by Joy Jones
DN: cn=Joy Jones, o=Engineering, ou=Public Works, email=Joy_Jones@co.escambia.fl.us, c=US
Date: 2016.11.14 15:50:43 -06'00'
(Signature)

Note: Fax Immediately to Director or Designee if not at Public Opening.

Purchasing Manager/Designee Approval _____
(Signature)

Note 1: All Recommendations for Contract Award will be Placed on County Administrator's Report (CAR) Consent Agenda

F0125

STANDARD CONSTRUCTION CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA

AND

Site and Utility LLC

FORM D: Road/Drainage

(Revised June 2016)

STANDARD CONSTRUCTION CONTRACT DOCUMENTS
FORM D

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AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND Site and Utility LLC FOR STANDARD ROAD/DRAINAGE CONSTRUCTION CONTRACT DOCUMENTS.

THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ("County"), hereby contracts with ___Site and Utility LLC__FEIN 47-1364319_, a__Limited Liability corporation for profit, to perform all work ("Work") in connection with PD16-17.002 Killam Road Dirt Road Paving and Drainage Improvements ("Project"), 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:

$1,015,163.25

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 twenty (120) calendar days from the Commencement Date. The Work shall be fully completed and deemed ready by the County for final completion within one hundred fifty (150) 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 fifty (days) 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, **$**_1,000____ 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. <u>EXHIBITS INCORPORATED</u>

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. <u>NOTICES</u>

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:

<u>Escambia County Public Works, Engineering Division</u>
<u>3363 West Park Place</u>
<u>Pensacola, Florida 32505</u>
Attention: Cooper Saunders, Sr. Project Coordinator, Engineering Division

B. All correspondence with the Contractor will be addressed to the following:

Bobby Godfrey
Site and Utility LLC
17 W. Maxwell St
Pensacola, Florida 32501

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.

SECTION 14. PUBLIC RECORDS.

The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and

surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract. In such case, the Contractor shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontractor work).

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

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 Site and Utility LLC___ 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:
Site and Utility LLC, a Limited Liability_ Corporation, authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

By: _____

By: _____
Secretary

Its: President

Date: _____

(Corporate Seal)

BCC Approved: _____

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 two (__2) 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. <u>CONTRACT TIME AND TIME EXTENSIONS</u>

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. <u>CHANGES IN THE WORK</u>

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. <u>CLAIMS AND DISPUTES</u>

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)

_____
_____
_____
(Business Address)

_____
(Authorized Signature)

_____
(Printed Name)

OR

_____
As Attorney In Fact (Attach Power)

_____
_____
_____
(Business Address)

_____
(Printed Name)

_____
(Telephone Number)

_____
Witness

_____
Witness

_____

_____
Witnesses

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)

Notary Public, State of _____

Serial No., If Any: _____

(AFFIX OFFICIAL SEAL)

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)

_____

_____

_____
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: _____

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: Paul R. Nobles, CPPO, CPPB, Purchasing Coordinator
   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.

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.

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
KILLAM ROAD DIRT ROAD
PAVING AND DRAINAGE IMPROVEMENTS

SOLICITATION NUMBER: PD 16-17.002

SOLICITATION

MAILING DATE: Monday, October 3, 2016
PRE-BID CONFERENCE: Thursday, October 20, 2016 at 9:30 a.m. CDT in the Office of Purchasing, Conference Room 11.407
OFFERS WILL BE RECEIVED UNTIL: 3:00 p.m. CDT, Thursday, November 3, 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: 47-1364319

TERMS OF PAYMENT: net 30

DELIVERY DATE WILL BE_____DAYS AFTER RECIEPT OF PURCHASE ORDER.

VENDOR NAME: Site and Utility, LLC
ADDRESS: 17 W Maxwell Street
CITY, ST. & ZIP: Pensacola, FL 32501
PHONE NO.: (850) 439-5734
TOLL FREE NO.: (_____)
FAX NO.: (850) 344-9082

REASON FOR NO OFFER: n/a

BID BOND ATTACHED $ 5%

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.

Bobby Godfrey, Vice- President
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER
(TYPED OR PRINTED)

** _____
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.

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_____ Signature of Person Authorized to Sign Date

ATTEST:_____ Corporate Secretary Date

[CORPORATE SEAL]

ATTEST:_____ Witness Date

ATTEST:_____ Witness Date

ESCAMBIA COUNTY FLORIDA

Name and Title of Signer (Type or Print)

By_____ County Administrator Date

WITNESS _____ Date

WITNESS _____ Date

Awarded Date_____

Effective Date_____

Specification Number PD16-17.002

Killam Road Dirt Road Paving and Drainage Improvements Bid Form

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: 11/3/2016

Commissioners:

In accordance with your "Invitation to Bid" and "Instructions to Bidders" for **Killam Road Dirt Road Paving and Drainage Improvements** as described and listed in this Invitation to Bid, and subject to all conditions thereof, I, undersigned Site and Utility, LLC hereby propose to provide at the following price:

Company

Killam Road Dirt Road Paving Project

Pay Item #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXT.
1	Mobilization	LS	1	$50,000	$50,000
2	Maintenance of Traffic (Must include Plans, Approved Layout and Installation)	LS	1	$7,500	$7,500
3	Stormwater Pollution Prevention (Must include NPDES Permit, Plans, Installation and Replacement)	LS	1	$12,500	$12,500
4	Clearing and Grubbing (See Plan C&G Notes 2 and 3)	AC	6.21	$6,625	$41,141.25
5	Remove and Replace unsuitable material (if necessary)	CY	500	$10	$5,000
6	Dewatering	LS	1	$7,500	$7,500
7	Relocate existing standard mailboxes	EA	5	$110	$550
8	Relocate Signs	EA	4	$65	$260
9	Earthwork Cut (Approximately 10,110 CY, In-place)	LS	1	$35,000	$35,000
10	Earthwork Fill (Approximately 2,045 CY, In-place)	LS	1	$15,000	$15,000
11	Establish Grade	SY	30,056	$1	$30,056
12	Tied Concrete Block (10 ft wide) (including underlayment)	LF	2,839	$55	$156,145
13	6" Concrete Ditch Pavement	SY	40	$70	$2,800
14	1.5" SP 12.5 Asphaltic Concrete	SY	11,098	$10.50	$116,529
15	6" Graded Aggregate Base	SY	11,431	$17	$194,327
16	12" Stabilized Subgrade	SY	13,096	$1.75	$22,918
17	4" Sand Clay Base for Driveways	SY	810	$10	$8,100
18	1.5" Asphalt Driveway	SY	810	$10.50	$8,505
19	48" Triple Concrete Headwall	EA	2	$10,200	$20,400
20	14"x23" MES (3:1)	EA	4	$650	$2,600
21	24"x38" MES (3:1)	EA	14	$1,200	$16,800
22	18" MES (3:1)	EA	4	$600	$2,400
23	24" MES (3:1)	EA	5	$850	$4,250
24	Type "C" DBI w/Slots	EA	1	$3,200	$3,200
25	Type "D" DBI w/Slots	EA	4	$3,500	$14,000
26	6" PVC Underdrain (if necessary)	LF	750	$16	$12,000
27	14"x23" ERCP	LF	68	$41	$2,788
28	24"x38" ERCP	LF	283	$78	$22,074
29	18" RCP	LF	673	$34	$22,882
30	24" RCP	LF	498	$45	$22,410
31	48" RCP	LF	162	$125	$20,250
32	18" Depth Rip Rap w/ Bedding Stone and Geotextile Fabric	SY	67	$95	$6,365
33	Water Meter Relocation	EA	4	$600	$2,400
34	Water Valve Adjustment	EA	2	$500	$1,000
35	Gas Valve Adjustment	EA	1	$500	$500
36	Fire Hydrant and Valve Relocation	EA	1	$3,000	$3,000
37	6" PVC Waterline (if necessary) (including tie-ins and fittings)	LF	2,300	$10	$23,000
38	Centipede Sod	SY	15,071	$3	$45,213
39	Topsoil (3in)	SY	15,071	$2	$30,142
40	Signing and Pavement Marking	LS	1	$20,000	$20,000
41	Potholing Utilities (See Plan Utility Note 8)	LS	1	$2,500	$2,500
42	Sawcut Existing Asphalt	LF	193	$6	$1,158
				TOTAL PRICE	$ 1,015,163.25

If your company is located within a Community Redevelopment Area of Escambia County, Florida,

please Indicate by marking an X in the blank (*Sec. 46-110.-Local Preference in Bidding*).
Yes ___ No _x_

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ 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 L14000115743

Occupational License No. 688453

Florida DBPR Contractor's License, Certification and/or Registration No. CUC1223813

Type of Contractor's License, Certification and/or Registration Underground Utility & Excavation

Expiration Date: 8/31/2018

Terms of Payment
(Check one) Net 30 Days _x_ 2% 10th Prox___

Will your company accept Escambia County Purchasing Cards? Yes____No_x_.

Will your company accept Escambia County Direct Payment Vouchers? Yes____No_x_.

County Permits/Fees required for this project:

Permit	Cost

Bidder: Site and Utility, LLC

By: Bobby Godfrey

Signature:

Title: Vice- President

Address: 17 W Maxwell Street, Pensacola, FL 32501

Person to contact concerning this bid:
Bobby Godfrey
Phone/Toll Free/Fax # 850-439-5734

E-Mail Address: bobbygodfrey2@gmail.com
Home Page Address:

Person to contact for emergency service:
Bobby Godfrey
Phone/Cell/Pager #: 850-439-5734

Person to contact for disaster service:
Bobby Godfrey
Home Address:

Home Phone/Cell/Pager #: 850-439-5734

Attached to bid you shall find a bid bond, cashier's check or certified check (circle one that applies) in the amount of 5% of bid.

The work shall be substantially completed within **One Hundred Twenty (120)** calendar days from the Commencement Date. The Bidder agrees to fully complete all work included above within **One Hundred Fifty (150) consecutive calendar days** from the date of Notice to Proceed. **Liquidated damages of $ 1000 each day will be assessed for each day that completion of the project is delayed.** All work to be accomplished under this bid shall be the responsibility of Bidder and failure of subcontractors to perform shall not relieve Bidder of any liquidated damages. A Bid Bond in the amount of 5% of base bid is to be furnished by each Bidder. Bidder further acknowledges that all of the work

Ministerio de Educación
Dirección Nacional de Gestión Curricular y Formación Docente
Instituto Nacional de Formación Docente
Secretaría Académica

outlined above may not be required at the discretion of Escambia County. The total will be subject to total funds available during the course of the work. However, it is the intent of Escambia County at this time to substantially complete the listed work.

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to Escambia County
(print name of the public entity)

by Bobby Godfrey, Vice- President
(print individual's name and title)

for Site and Utility, LLC
(print name of entity submitting sworn statement)

whose business address is

17 W Maxwell Street, Pensacola, FL 32501

and (if applicable) its Federal Employer Identification Number (FEIN) is:
47-1364319

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

a. A predecessor or successor of a person convicted of a public entity crime; or
b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

__x__ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(signature)

Sworn to an subscribed before me this 3 day of November, 20 16

Personally known Bobby Godfrey

OR produced identification_____

_____
(Type of identification)

Notary Public - State of FLORIDA

My commission expires_____

_____
(Printed typed or stamped commissioned name of notary public)

DEEANN M PARKER
Commission # FF 222555
My Commission Expires
April 20, 2019

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that Site and Utility, LLC does:
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

__x__ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

Offeror's Signature

11/3/2016
Date

Information Sheet
for Transactions and Conveyances
Corporation Identification

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

(Please Circle One)

Is this a Florida Corporation Yes or No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.: L14000115743

Does it use a registered fictitious name: Yes or No

Names of Officers:
President: Allan Bell
Vice President: Bobby Godfrey
Director: _____
Other: _____
Secretary: _____
Treasurer: _____
Director: _____
Other: _____

Name of Corporation (As used in Florida):
Site and Utility, LLC
(Spelled exactly as it is registered with the state or federal government)

Corporate Address:
Post Office Box: 30136
City, State Zip: Pensacola, FL 32503
Street Address: 17 W Maxwell Street
City, State, Zip: Pensacola, FL 32501

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Corporate Identification

Federal Identification Number: 47-1364319
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: Bobby Godfrey E-mail: bobbygodfrey2@gmail.com
Telephone Number: 850-439-5734 Facsimile Number: 850-344-9082

Name of individual who will sign the instrument on behalf of the company:
Bobby Godfrey
(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:
Vice- President

END

(850) 488-9000 Verified by:_____ Date:_____

Bond No: 1001058087-11

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Site and Utility, LLC

17 W. Maxwell Street
Pensacola, FL 32501

SURETY:
(Name, legal status and principal place of business)
American Contractors Indemnity Company
601 S. Figueroa Street, Suite 1600
Los Angeles, CA 90017

OWNER:
(Name, legal status and address)
Escambia County Board of County Commisioners
213 Palafox Place
Pensacola, FL 32502

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: 5% of Total Amount Bid Not to exceed: Fifty-one thousand and no/100 dollars ($51,000.00)

PROJECT:
(Name, location or address, and Project number, if any)
Killam Road Dirt Road Paving and Drainage Improvements- PD 16-17.002

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 3rd day of November, 2016

Site and Utility, LLC
(Principal) *(Seal)*

(Witness)

Bobby Godfrey V.P.
(Title)

American Contractors Indemnity Company
(Surety) *(Seal)*

(Witness)

(Title) Bradford J. Quiri, Attorney-In-Fact

Init.
/

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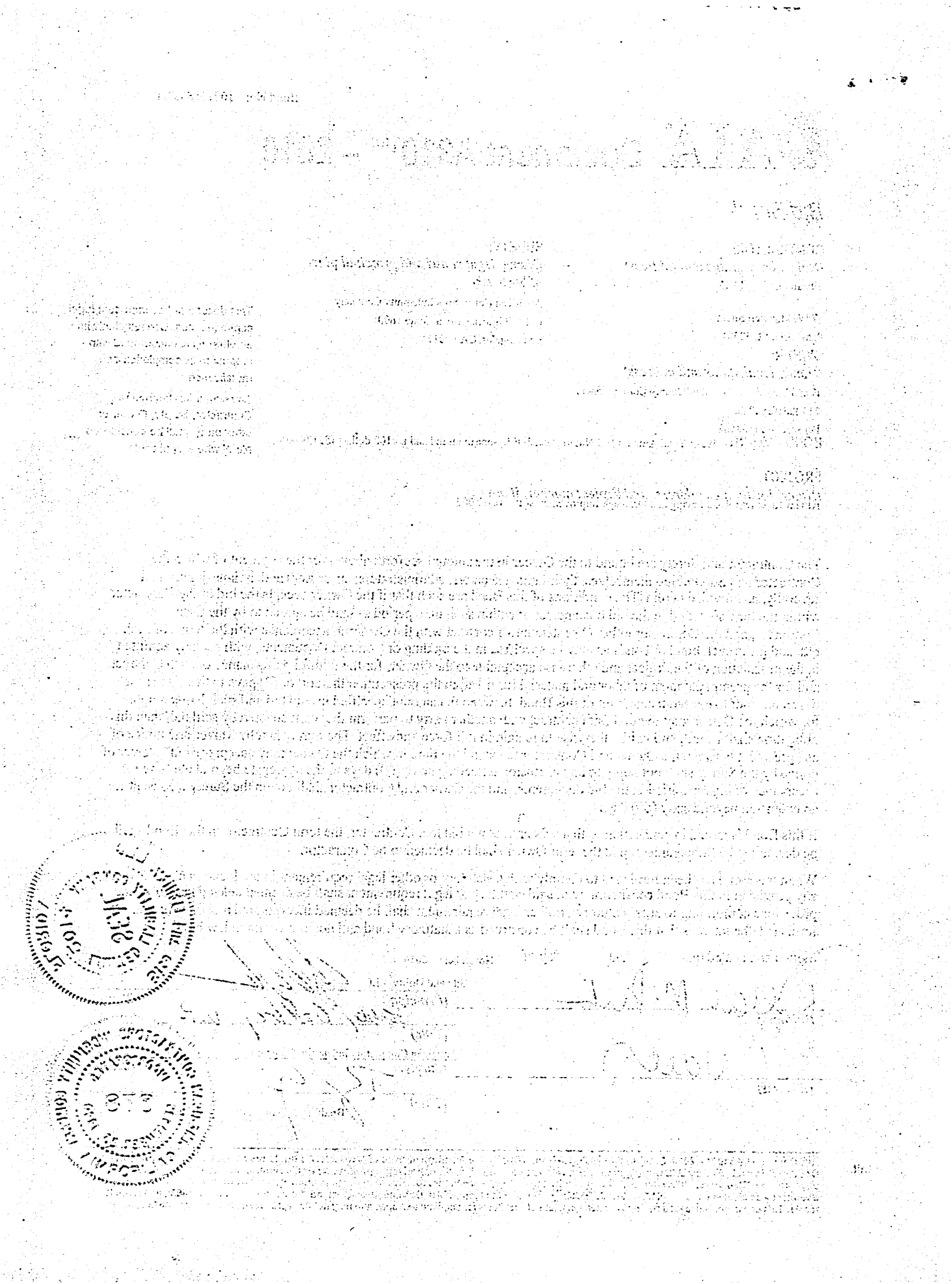

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Jeremy Crawford or Bradford J. Quiri of Tampa, Florida

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** ******Three Million****** **Dollars ($** ***3,000,000.00*** **).**
This Power of Attorney shall expire without further action on December 20, 2017. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of December, 2014.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals

By: **Daniel P. Aguilar, Vice President**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles SS:

On this 1st day of December, 2014, before me, Maria G. Rodriguez-Wong, a notary public, personally appeared Dan P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature _____ (Seal)

MARIA G. RODRIGUEZ-WONG
Commission # 2049771
Notary Public - California
Los Angeles County
My Comm. Expires Dec 20, 2017

I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 3 day of November, 16.

Corporate Seals

Bond No. 100105808741
Agency No. 17595

Kio Lo, Assistant Secretary

Kan't Kopy® K1
Security Paper

- Hidden Pantograph
- Color Match
- Artificial Watermark
- Anti-Copy Coin Rub
- Erasure Protection
- Security Features Box
- Microprint Protection
- Acid Free

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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD (850) 487-1395
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

GODFREY, ROBERT KENNETH JR
SITE AND UTILITY, LLC
17 W MAXWELL STREET
PENSACOLA FL 32501

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto **www.myfloridalicense.com**. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CUC1223813 ISSUED: 08/04/2016

CERT UNDERGROUND & EXCAV CNTR
GODFREY, ROBERT KENNETH JR
SITE AND UTILITY, LLC

IS CERTIFIED under the provisions of Ch.489 FS.
Expiration date : AUG 31, 2018 L1608040001664

DETACH HERE

RICK SCOTT, GOVERNOR KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER	
CUC1223813	

The UNDERGROUND UTILITY & EXCAVATION CO
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018

GODFREY, ROBERT KENNETH JR
SITE AND UTILITY, LLC
17 W MAXWELL STREET
PENSACOLA FL 32501

ISSUED: 08/04/2016 DISPLAY AS REQUIRED BY LAW SEQ # L1608040001664

State of Florida

Department of State

I certify the attached is a true and correct copy of the Articles of Organization of SITE AND UTILITY, LLC, a limited liability company organized under the laws of the state of Florida, filed on July 22, 2014, as shown by the records of this office.

The document number of this limited liability company is L14000115743.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Twenty-third day of July, 2014

Ken Detzner
Secretary of State

CR2EO22 (1-11)

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION	DESCRIPTION: KILLAM ROAD DIRT ROAD PAVING AND DRAINAGE IMPROVEMENTS BID # PD 16-17.002					
Bid Opening Time: 3:00 pm, CDT Bid Opening Date: November 3, 2016 Bid Opening Location: Rm 11.407 **NAME OF BIDDER**	Cover Sheet/ Acknow.	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Acknowledgement of Addendum	Sworn Statement Pursuant to Section 287.133(3) (a), FL Statutes on Entity Crimes	Bid Amount
Panhandle Grading & Paving	Y	Y	Y	NA	Y	$1,499,646.92
J. Miller Construction, Inc.	Y	Y	Y	NA	Y	$1,316,461.30
Gulf Atlantic Constructors, Inc.	Y	Y	Y	NA	Y	$1,228,611.55
Roads, Inc. of NWF	Y	Y	Y	NA	Y	$1,289,725.75
Site and Utility, LLC	Y	Y	Y	NA	Y	$1,015,163.25
Midsouth Paving, Inc.	No Bid					
BIDS OPENED BY:	Claudia Simmons, Purchasing Manager DATE: 11/03/2016					
BIDS TABULATED BY:	DATE: 11/04/2016 Sigma Eng Paul Hefferman, P.E.					
BIDS WITNESSED BY:	Lori Kistler, SOSA DATE: 11/03/2016					

CAR II
DATE

BOCC 01/05/2016
DATE

The Purchasing Manager recommends to the BCC: To award a contract to Site and Utility LLC in the amount of $1,015,163.25

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 11/30/2016 @ 8:30am, CST

CS/lk

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11392 **County Administrator's Report 9. 21.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 01/05/2017
Issue: McNeal and Thompson Dirt Road Paving
From: Claudia Simmons, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning McNeal and Thompson Dirt Road Paving - Claudia Simmons, Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Roberson Excavation, Inc., per the terms and conditions of PD 16-17.001, McNeal and Thompson Dirt Road Paving, in the amount of $2,143,727.12.

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project Number 08EN0068]

BACKGROUND:

The Invitation to Bid PD 16-17.001 was advertised in the Pensacola News Journal on Monday October 3, 2016, Eighteen contractors were notified on Monday, October 3, 2016. Five Bids and one No Bid were received on November 2, 2016. at the time of opening,Chavers Construction Inc was the apparent low bidder. The Engineer of Record completed the bid tabulation process which resulted in the finding that there were multiplication errors in one firm's bid which made them not be the apparent low bidder. Based on the bid tabulation the low bidder was determined to be Roberson Excavation Inc. On December 7, 2016
the Bid Tab for PD16-17.001 was posted with the recommendation to award to the low Bidder, Roberson Excavation Inc. On December 9, 2016, Chavers Construction Inc., the firm with the error that caused them not be the low bidder, filed a Protest to the Invitation to Bid PD 16-17.001 McNeal and Thompson Dirt Road Paving. The Informal Hearing of the Protest with the Purchasing Manager was held on December 14, 2016 in accordance with Escambia County Code of Ordinances 46-101, Protested Solicitations and Awards. On December 15, 2016, Chavers Construction Inc. was provided the written statement of the results of the Informal Hearing and the denial of the protest on the grounds of the provisions of Escambia County Code of Ordinances 46-83 (a)(1) and (2), prohibiting changes to unit prices or correction of bid mistakes after the bid opening

that would cause such bidder to have the low bid.

BUDGETARY IMPACT:

Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project Number 08EN0068

LEGAL CONSIDERATIONS/SIGN-OFF:

Standard Form Agreement "D" will be used for this project.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with Escambia County Cofe of Ordinances Chapter 46 Article II Purchases and Contracts.The Invitation to Bid PD 16-17.001 was advertised in the Pensacola News Journal on Monday October 3, 2016, Eighteen contractors were notified on Monday, October 3, 2016. Five Bids and one No Bid were received on November 2, 2016. at the time of opening,Chavers Construction Inc was the apparent low bidder. The Engineer of Record completed the bid tabulation process which resulted in the finding that there were multiplication errors in one firm's bid which made them not be the apparent low bidder. Based on the bid tabulation the low bidder was determined to be Roberson Excavation Inc. The Bid Tab for PD16-17.001 was posted with the recommendation to award to the low Bidder, Roberson Excavation Inc. on December 7, 2016. On December 9, 2016, Chavers Construction Inc. the firm with the error that caused them not be the low bidder, filed a Protest to the Invitation to Bid PD 16-17.001 McNeal and Thompson Dirt Road Paving. The Informal Hearing of the Protest with the Purchasing Manager was held on December 14, 2016 in accordance with Escambia County Code of Ordinances 46-101, Protested Solicitations and Awards. On December 15, 2016, Chavers Construction Inc. was provided the written statement of the results of the Informal Hearing and the denial of the protest on the grounds of the provisions of Escambia County Code of Ordinances 46-83 (a)(1) and (2), prohibiting changes to unit prices or correction of bid mistakes after the bid opening that would cause such bidder to have the low bid.

IMPLEMENTATION/COORDINATION:

Purchasing will distribute the agreement and Purchase Order.

Attachments

Bid Tab

Determination to Award

Bit Tabulation calculations

Protest Request
PM response to Protest
Agreement

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION	DESCRIPTION: McNeal and Thompson Rd Dirt Road Paving BID # PD 16-17.001						
Bid Opening Time: 3:00 pm, CDT Bid Opening Date: November 2, 2016 Bid Opening Location: Rm 11.407 **NAME OF BIDDER**	Cover Sheet/ Acknow.	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Acknow. of Addendum	Bid Bond	Sworn Statement Pursuant to Section 287.133(3) (a), FL Statutes on Entity Crimes	Bid Amount
Chavers Constructors, Inc.	Y	Y	Y	Y	Y	Y	$77,010,497.85
Roads Inc. of NWFL	Y	Y	Y	Y	Y	Y	$2,322,353.61
Roberson Excavation, Inc.	Y	Y	Y	Y	Y	Y	$2,143,727.12
Gulf Coast Utility Contractors, Inc.	Y	Y	Y	Y	Y	Y	$2,262,646.66
Gulf Atlantic Constructors, Inc.	Y	Y	Y	Y	Y	Y	$2,331,524.40
Midsouth Paving, Inc.	No Bid						
BIDS OPENED BY:	Claudia Simmons, Purchasing Manager DATE: November 2, 2016						
BIDS TABULATED BY:	DATE: November 3, 2016 Rebecca Jones, P.E. Thompson Engineering						
BIDS WITNESSED BY:	Lori Kistler, SOSA DATE: November 2, 2016						

RECOMMENDED

CAR II DATE **BOCC JANUARY 5, 2017 DATE**

The Purchasing Manager recommends to the BCC: To award a contract to Roberson Excavation Inc. in the amount of $2,143,727.12

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: Rebecca Jones, P.E. The were multiplication errors in one firm's bid which made them not be apparent lower.

All others had minor mathematical errors -

Posted 12/7/2016 at 4:05 pm, CST

CS/lk

RECOMMENDATION TO AWARD DETERMINATION CHECKLIST
(EXHIBIT 1 TO TABULATION SHEET)

SECTION 1 **- GENERAL INFORMATION SECTION -**

Description: McNeal and Thompson Dirt Road Paving

Bid Number: 16-17.001

Opening Date/Time: Wednesday, November 2,2016 3:00 PM CDT

Purchasing Agent: Claudia Simmons

Client Department: Public Works Engineering Dept. Director/Designee: Joy Blackmon

Protest Information: _____

Note: Purchasing will advise of any Protest(s)

Requisition #_____ Verify

Fund: 352 "LOST III" Verify

Cost Center: 210107 Verify

Object Code: 56301 Verify

Project Number: 08EN0068 Verify

Digitally signed by Robin A Lambert
DN: cn=Robin A Lambert, o=Public Works, ou=Engineering, email=rflamber@myescambia.com, c=US
Date: 2016.11.14 15:39:02 -06'00'

Background/Attachments/S.O.W. included w/Requisition for Preparing Recommendation ☑ **Yes** ☐ **No**
Note: Attachments to Requisition shall Reference PD # 16-17.001

Comments Applicable to General Information Section:

SECTION 2 **- RECOMMENDED AWARD SECTION -** **(See Attached Tab Sheet)**

Recommendation to the BCC: (See Attached Tabulation Sheet for Pre-Award Compliance)

~~To Award the project to Roberson Excavation in the amount of $2,143,727.12.~~

Thompson Eng, Rebecca Jones, P.E. Unit Price Extensions Checked by: _____
(Signature)

Digitally signed by Cooper Saunders
DN: cn=Cooper Saunders, o=Public Works, ou=Engineering, email=cooper_saunders@myescambia.com, c=US
Date: 2016.11.30 06:47:57 -06'00'

Note: Have Extensions Checked by Consultant and Confirm to Purchasing Agent after Opening.

Corrections to Unit Price Extension(s) Description: The were multiplication errors in one firm's bid which made them not be apparent lower. All others had minor mathematical errors

Comments/Questions as to Responsiveness and Responsibility for Apparent Low Bidder
Purchasing ☐ Yes ☐ No Client Department ☐ Yes ☑ No
If Yes, Please Document in Space Provided:

SECTION 3 **-CLIENT DEPARTMENT & OFFICE OF PURCHASING APPROVALS - FOR RECOMMENDED AWARD SECTION**

Department Director/Designee Approval: _____
(Signature)

Digitally signed by Joy Jones
DN: cn=Joy Jones, o=Engineering, ou=Public Works, email=Joy_Jones@co.escambia.fl.us, c=US
Date: 2016.11.14 15:49:03 -06'00'

Note: Fax Immediately to Director or Designee if not at Public Opening.

Purchasing Manager/Designee Approval _____
(Signature)

Note 1: All Recommendations for Contract Award will be Placed on County Administrator's Report (CAR) Consent Agenda

F0125

PAY ITEMS - MCNEAL-THOMPSON ROAD				Chavers Const		Gulf Atlantic		Roads, Inc		Roberson Excavation		Gulf Coast Utility	
Item No.	Item Description	Quantity	Units	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	Performance Bond	1	Per $1000	$38,000.00	$75,035,869.70	$14.40	$33,097.35	$10.00	$22,993.60	$12.10	$25,628.99	$20.00	$44,365.61
2	Mobilization, 0 - 15 Miles	1	EA	$58,000.00	$58,000.00	$99,100.00	$99,100.00	$101,002.13	$101,002.13	$500.00	$500.00	$75,000.00	$75,000.00
3	Clearing and Grubbing, per County Specifications 2230 (Includes All Tree Removals), Estimated Quantity of 15494 sy	1	LS	$38,467.00	$38,467.00	$85,950.00	$85,950.00	$19,167.24	$19,167.24	$16,000.00	$16,000.00	$50,000.00	$50,000.00
4	Relocate existing standard mailbox	8	EA	$200.00	$1,600.00	$165.00	$1,320.00	$102.23	$817.84	$50.00	$400.00	$125.00	$1,000.00
5	Earthwork Excavate, Haul, and Install, On-site	34551	CY	$5.00	$172,755.00	$7.50	$259,132.50	$5.11	$176,555.61	$5.00	$172,755.00	$5.00	$172,755.00
6	Earthwork Borrow, FDOT Specification 120-2.2.2	3240	CY	$8.00	$25,920.00	$13.50	$43,740.00	$16.61	$53,816.40	$10.00	$32,400.00	$12.50	$40,500.00
7	3" Top Soil	35337	SY	$3.00	$106,011.00	$1.10	$38,870.70	$1.47	$51,945.39	$3.25	$114,845.25	$4.25	$150,182.25
8	Stabilization Mat Type R-1	9142	SY	$3.50	$31,997.00	$1.85	$16,912.70	$3.83	$35,013.86	$2.50	$22,855.00	$2.25	$20,569.50
9	2" County Spec 2500 Type SP 12.5 Asphalt, over 1500sy	20897	SY	$10.80	$225,687.60	$11.10	$231,956.70	$10.12	$211,477.64	$12.75	$266,436.75	$11.00	$229,867.00
10	1 1/4" County Spec 2500 Type SP 12.5 Asphalt (Driveways) in place, includes compacted subgrade	673	SY	$12.80	$8,614.40	$10.75	$7,234.75	$10.48	$7,053.04	$14.75	$9,926.75	$15.00	$10,095.00
11	12" Stabilized Subgrade, County Spec 2300, over 1000sy	22806	SY	$2.75	$62,716.50	$1.95	$44,471.70	$2.57	$58,497.39	$3.00	$68,418.00	$3.95	$90,083.70
12	Prime Coat, over 1000sy	22409	SY	$0.35	$7,843.15	$0.85	$19,047.65	$0.38	$8,515.42	$0.65	$14,565.85	$1.00	$22,409.00
13	8" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, over 1000sy	1250	SY	$18.00	$22,500.00	$24.65	$30,812.50	$28.16	$35,200.00	$18.00	$22,500.00	$20.00	$25,000.00
14	4" Sand Clay Base (Driveways), less than 1000sy	673	SY	$6.50	$4,374.50	$4.75	$3,196.75	$6.39	$4,300.47	$2.50	$1,682.50	$5.00	$3,365.00
15	8" Sand-Clay Base, County Spec 2460, over 1000sy	22408	SY	$4.00	$89,632.00	$3.75	$84,030.00	$6.07	$136,016.56	$2.75	$61,622.00	$3.50	$78,428.00
16	Thermoplastic 4" Double Solid Stripe, White or Yellow	8688	LF	$1.40	$12,163.20	$1.65	$14,335.20	$2.04	$17,723.52	$1.76	$15,290.88	$1.95	$16,941.60
17	Thermoplastic Stop Bar	53	LF	$8.60	$455.80	$6.25	$331.25	$7.67	$406.51	$6.75	$357.75	$10.00	$530.00
18	Stop Sign, R1-1	4	EA	$240.00	$960.00	$205.00	$820.00	$249.17	$996.68	$214.50	$858.00	$250.00	$1,000.00
19	Black on Orange Warning Sign	16	EA	$225.00	$3,600.00	$205.00	$3,280.00	$249.17	$3,986.72	$85.00	$1,360.00	$250.00	$4,000.00
20	Regulatory Sign Black on White Metal Sign	9	EA	$200.00	$1,800.00	$195.00	$1,755.00	$236.40	$2,127.60	$205.00	$1,845.00	$250.00	$2,250.00
21	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	$17,500.00	$17,500.00	$9,650.00	$9,650.00	$8,523.60	$8,523.60	$18,500.00	$18,500.00	$7,500.00	$7,500.00
22	Variable Message Sign	8	EA/Day										
23	Flag Man	4	EA/Day										
24	Black on Orange Warning Sign	8	EA/Day										
25	R1-1 Stop Metal Sign	4	EA/Day										
26	28" or Larger Reflective Striped Cone	108	EA/Day										
27	Fiber Reinforced Concrete Ditch Paving w/ Weep Holes, FDOT Index 281, Min 3" thick	13760	SY	$38.50	$529,760.00	$55.45	$762,992.00	$49.83	$685,660.80	$53.85	$740,976.00	$39.50	$543,520.00
28	Misc. Concrete	15	CY	$300.00	$4,500.00	$400.00	$6,000.00	$575.02	$8,625.30	$250.00	$3,750.00	$2,000.00	$30,000.00
29	Ditch Bottom Inlet Top with Single Traversable Slot, Type D	2	EA	$2,356.00	$4,712.00	$4,450.00	$8,900.00	$7,027.99	$14,055.98	$2,450.00	$4,900.00	$2,750.00	$5,500.00
30	5' X 7' Structure Bottom, FDOT Index 200, 0-6' depth	2	EA	$2,356.00	$4,712.00	$6,135.00	$12,270.00	$2,555.63	$5,111.26	$2,100.00	$4,200.00	$7,500.00	$15,000.00
31	18" RCP Pipe, 0'-6' depth	115	LF	$40.00	$4,600.00	$38.25	$4,398.75	$57.50	$6,612.50	$45.50	$5,232.50	$50.00	$5,750.00
32	14" X 23" ERCP Pipe, 0'-6' depth	585	LF	$51.00	$29,835.00	$47.25	$27,641.25	$65.17	$38,124.45	$52.50	$30,712.50	$50.00	$29,250.00
33	19" X 30" ERCP Pipe, 0'-6' depth	50	LF	$68.00	$3,400.00	$67.25	$3,362.50	$89.45	$4,472.50	$62.50	$3,125.00	$75.00	$3,750.00
34	34" X 53" ERCP Pipe, 0'-6' depth	115	LF	$184.50	$21,217.50	$182.25	$20,958.75	$236.40	$27,186.00	$190.50	$21,907.50	$150.00	$17,250.00
35	18" RCP Cross Drain MES, FDOT Index 272, 280	6	EA	$1,100.00	$6,600.00	$900.00	$5,400.00	$638.91	$3,833.46	$525.00	$3,150.00	$1,000.00	$6,000.00
36	14" X 23" ERCP Side Drain MES, FDOT Index 273, 280	25	EA	$1,200.00	$30,000.00	$900.00	$22,500.00	$702.80	$17,570.00	$475.00	$11,875.00	$1,000.00	$25,000.00
37	19" X 30" ERCP Cross Drain MES, FDOT Index 272, 280	2	EA	$2,100.00	$4,200.00	$1,305.00	$2,610.00	$958.36	$1,916.72	$625.00	$1,250.00	$1,500.00	$3,000.00
38													
39	Class I Concrete for Endwalls (steel included)	14	CY	$1,005.00	$14,070.00	$975.00	$13,650.00	$1,405.60	$19,678.40	$1,050.00	$14,700.00	$1,750.00	$24,500.00
40	4' x12' Precast FDOT Box Culvert	50	LF	$1,980.00	$99,000.00	$1,390.00	$69,500.00	$2,172.29	$108,614.50	$1,950.00	$97,500.00	$1,800.00	$90,000.00
41	Cast-in-Place Box Culvert Headwall (steel included)	30	CY	$1,100.00	$33,000.00	$975.00	$29,250.00	$1,405.60	$42,168.00	$1,050.00	$31,500.00	$2,000.00	$60,000.00
42	Bedding Stone for Box Culvert, under 1000sy	30	CY	$75.00	$2,250.00	$85.50	$2,565.00	$76.67	$2,300.10	$85.00	$2,550.00	$75.00	$2,250.00
43	Pipe Removal, 6"-24"	109	LF	$16.50	$1,798.50	$12.00	$1,308.00	$11.50	$1,253.50	$22.00	$2,398.00	$12.00	$1,308.00

PAY ITEMS - MCNEAL-THOMPSON ROAD				Chavers Const		Gulf Atlantic		Roads, Inc		Roberson Excavation		Gulf Coast Utility	
Item No.	Item Description	Quantity	Units	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
44	Pipe Removal, 30" and larger	136	LF	$30.00	$4,080.00	$12.00	$1,632.00	$15.33	$2,084.88	$24.00	$3,264.00	$20.00	$2,720.00
45	Remove Existing Sand Bag Headwall, 6"-24" Pipe	3	EA	$400.00	$1,200.00	$385.00	$1,155.00	$638.91	$1,916.73	$250.00	$750.00	$500.00	$1,500.00
46	Remove Existing Sand Bag Headwall, 30" and Larger	4	EA	$800.00	$3,200.00	$385.00	$1,540.00	$766.69	$3,066.76	$250.00	$1,000.00	$1,000.00	$4,000.00
47	6" PVC Waterline, 0'-6' depth	6341	LF	$9.75	$61,824.75	$7.40	$46,923.40	$19.49	$123,586.09	$9.15	$58,020.15	$20.00	$126,820.00
48	1" Water Service Line - Short	45	LF	$31.25	$1,406.25	$11.00	$495.00	$12.78	$575.10	$72.75	$3,273.75	$20.00	$900.00
49	6" x 6" Tapping Sleeve w/Valve	1	EA	$2,800.00	$2,800.00	$3,025.00	$3,025.00	$1,916.72	$1,916.72	$3,745.00	$3,745.00	$3,250.00	$3,250.00
50	6" x 6" x 6" Tee Fitting	3	EA	$414.00	$1,242.00	$440.00	$1,320.00	$511.13	$1,533.39	$750.00	$2,250.00	$500.00	$1,500.00
51	6" Elbow, 22.5°, 45°, 90°	11	EA	$251.00	$2,761.00	$310.00	$3,410.00	$766.69	$8,433.59	$175.00	$1,925.00	$400.00	$4,400.00
52	6" Gate Valve w/ Box	2	EA	$880.00	$1,760.00	$930.00	$1,860.00	$1,916.72	$3,833.44	$900.00	$1,800.00	$1,250.00	$2,500.00
53	6" PVC Stub-out and cap	1	EA	$600.00	$600.00	$235.00	$235.00	$319.45	$319.45	$325.00	$325.00	$1,500.00	$1,500.00
54	Relocate Water Meter	8	EA	$325.00	$2,600.00	$325.00	$2,600.00	$511.13	$4,089.04	$150.00	$1,200.00	$250.00	$2,000.00
55	Re-connect Fire Hydrant	2	EA	$1,500.00	$3,000.00	$500.00	$1,000.00	$2,491.74	$4,983.48	$1,875.00	$3,750.00	$1,500.00	$3,000.00
56	Centipede Sod, Staked, over 1000sy	35336	SY	$3.00	$106,008.00	$4.00	$141,344.00	$2.75	$97,174.00	$3.50	$123,676.00	$3.25	$114,842.00
57	18" Depth Rip Rap Rubble w/ 4" Bedding Stone and Geotextile	105	SY	$110.00	$11,550.00	$115.00	$12,075.00	$113.73	$11,941.65	$88.50	$9,292.50	$100.00	$10,500.00
58	Silt Fence Type III, over 500lf	16752	LF	$2.00	$33,504.00	$1.25	$20,940.00	$2.56	$42,885.12	$2.00	$33,504.00	$1.00	$16,752.00
59	prepared by a certified technician.	1	EA	$1,500.00	$1,500.00	$13,950.00	$13,950.00	$1,500.00	$1,500.00	$5,500.00	$5,500.00	$7,500.00	$7,500.00
60	SWPPP and monitoring), for use only with disturbed areas over 1.0	1	EA	$3,500.00	$3,500.00	$1,000.00	$1,000.00	$9,896.22	$9,896.22	$15,000.00	$15,000.00	$10,000.00	$10,000.00
61	4' Wire Fence	3215	LF	$9.00	$28,935.00	$11.25	$36,168.75	$13.74	$44,174.10	$4.50	$14,467.50	$7.50	$24,112.50
62	Wood Split Rail Fence	280	LF	$12.00	$3,360.00	$12.75	$3,570.00	$15.33	$4,292.40	$8.00	$2,240.00	$20.00	$5,600.00
63	Remove Wood Split Rail Fence	280	LF	$5.00	$1,400.00	$10.75	$3,010.00	$12.78	$3,578.40	$3.00	$840.00	$5.00	$1,400.00
64	Remove Existing Wire Fence	3215	LF	$3.00	$9,645.00	$3.35	$10,770.25	$1.60	$5,144.00	$2.00	$6,430.00	$2.00	$6,430.00
65	End/Pull Post, Wood Post, 4' Wire Fence	20	EA	$100.00	$2,000.00	$47.50	$950.00	$57.50	$1,150.00	$125.00	$2,500.00	$50.00	$1,000.00
66	Waterproof Jobsite Storage Board Container/Tube for project information, permits, SWPPP plans, etc.	1	EA	$500.00	$500.00	$200.00	$200.00	$958.36	$958.36	$500.00	$500.00	$2,500.00	$2,500.00
			Subtotal:		$77,010,497.85		$2,331,524.40		$2,322,353.61		$2,143,727.12		$2,262,646.16
			Bid Form price		$2,012,628.15		$2,332,007.05		$2,322,235.98		$2,118,128.13		$2,262,280.55

Claudia A. Simmons

From: Ryan Chavers [Ryan@chaversinc.com]
Sent: Friday, December 09, 2016 9:07 AM
To: Claudia A. Simmons
Cc: William Joseph; 'Thomas Dueling'; Paul R. Nobles
Subject: Re: Thompson road

Claudia,

We would like to protest the bid results for Thompson and McNeal road paving. The reason for the protest is the interpretation of the bond bid item on the bid tab that lead to the changing of our price ultimately resulting in Chavers Construction not being considered the low bidder.

Thank you,

Ryan Chavers

On 12/9/2016 8:35 AM, Claudia A. Simmons wrote:

and McNeal Dirt Road Paving as a timely request

--
Chavers Construction
850 474 1966

RECEIVED
16 DEC -9 AM 10:41
PURCHASING DEPARTMENT

From: Ryan Chavers [mailto:Ryan@chaversinc.com]
Sent: Wednesday, December 07, 2016 12:51 PM
To: Claudia A. Simmons
Cc: William Joseph
Subject: Thompson road

Claudia,

I would like to approach the Board of County commissioners tomorrow during the "open forum" time and discuss the problem regarding Thompson road. The topic is going to be isolated to the bond bid item. Is there any reason that this would be wrong or against the rules? We are trying to define the boundaries associated with the "black out period" to stay within them yet still pursue our case.

Thank you,

Ryan Chavers
850 384 4090

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.

--
Chavers Construction
850 474 1966

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.

--
Chavers Construction
850 474 1966

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
OFFICE OF PURCHASING
http://www.myescambia.com/departments/purchasing
213 PALAFOX PLACE 2nd Floor
P.O. BOX 1591
PENSACOLA, FL 32597-1591
TELEPHONE (850) 595-4980
(SUNCOM) 695-4980
TELEFAX (850) 595-4805

Claudia Simmons
Purchasing Manager

December 14, 2016

Ref: Written Protest for Recommended Contract Award
PD 16-17.001 McNeal and Thompson Dirt Road Paving

Mr. Ryan Chavers, President
Chavers Construction Inc.
1795 Detroit Blvd.
Pensacola, Fl 32534

Ryan@chaversinc.com

Dear Mr. Chavers,

Thank you for your participation in the informal hearing on the Protest of PD 16-17.001 McNeal and Thompson Dirt Road Paving held as scheduled on Wednesday, December 14, 2016 at 11:00 a.m. in Conference Room 11.407 of the Office of Purchasing.

The discussion was based on the grounds of your protest stated in your e-mail dated December 9, 2016 as follows:

"We would like to protest the bid results for Thompson and McNeal road paving. The reason for the protest is the interpretation of the bond bid item on the bid tab that lead to the changing of our price ultimately resulting in Chavers Construction not being considered the low bidder."

A review of the facts in accordance with the Escambia County Purchasing Ordinance 46-101 Protested Solicitations and Awards and 46-83 (a) (1) (2) Corrections, additions to and withdrawal of bids was performed.

As stated at the conclusion of the informal hearing, in accordance with Escambia County Ordinance 46-83(a) (1) (2), a determination cannot be made to allow the changing of a unit price or the correction of a bid mistake after the bid opening that would cause a bidder to have the low bid. The bid tabulation and posted bid tab for PD 16-17.001 certifying the low bidder are attached to this letter.

The recommendation to accept the certification of Roberson Excavation Inc, as the low bidder based on the bid tabulation is upheld and the protest is denied. You have been provided the information and instructions from the Assistant County Attorney on the procedure to follow for the continuation of the protest.

Thank you for participating in the Escambia County Office of Purchasing bid process and for being a valued provider to the County. I look forward to the continued success with County bids of Chavers Construction Inc.

I can be reached by phone at 850 595-4987 or e-mail casimmon@co.escambia.fl.us.

Please contact me if you have any questions.

Yours truly,

Claudia Simmons

Claudia Simmons, Manager
Office of Purchasing

Cc: Jack R. Brown, County Administrator
Kristin Hual, Assistant County Attorney
Cooper Saunders, Sr. Project Coordinator, Engineering Division
Joy Blackmon, P.E. Public Works Director County Engineer
Joy Jones, Director Public Works
Amy Lovoy, Asst. County Administrator

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION	DESCRIPTION: McNeal and Thompson Rd Dirt Road Paving BID # PD 16-17.001						
Bid Opening Time: 3:00 pm, CDT Bid Opening Date: November 2, 2016 Bid Opening Location: Rm 11.407 **NAME OF BIDDER**	Cover Sheet/ Acknow.	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Acknow. of Addendum	Bid Bond	Sworn Statement Pursuant to Section 287.133(3) (a), FL Statutes on Entity Crimes	Bid Amount
Chavers Constructors, Inc.	Y	Y	Y	Y	Y	Y	$77,010,497.85
Roads Inc. of NWFL	Y	Y	Y	Y	Y	Y	$2,322,353.61
Roberson Excavation, Inc.	Y	Y	Y	Y	Y	Y	$2,143,727.12
Gulf Coast Utility Contractors, Inc.	Y	Y	Y	Y	Y	Y	$2,262,646.66
Gulf Atlantic Constructors, Inc.	Y	Y	Y	Y	Y	Y	$2,331,524.40
Midsouth Paving, Inc.	No Bid						
BIDS OPENED BY:	Claudia Simmons, Purchasing Manager DATE: November 2, 2016						
BIDS TABULATED BY:	DATE: November 3, 2016 Rebecca Jones, P.E. Thompson Engineering						
BIDS WITNESSED BY:	Lori Kistler, SOSA DATE: November 2, 2016						

RECOMMENDED

CAR II DATE

BOCC JANUARY 5, 2017 DATE

The Purchasing Manager recommends to the BCC: To award a contract to Roberson Excavation Inc. in the amount of $2,143,727.12

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: Rebecca Jones, P.E. The were multiplication errors in one firm's bid which made them not be apparent lower

All others had minor mathematical errors

Posted 12/7/2016 at 4:05 pm, CST

CS/lk

PAY ITEMS - MCNEAL-THOMPSON ROAD				Chavers Const		Gulf Atlantic		Roads, Inc		Roberson Excavation		Gulf Coast Utility	
Item No.	Item Description	Quantity	Units	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	Performance Bond	1	Per $1000	$38,000.00	$75,015,869.70	$14.40	$33,092.35	$10.00	$22,993.60	$12.10	$25,678.89	$20.00	$44,305.61
2	Mobilization, 0 - 15 Miles	1	EA	$58,000.00	$58,000.00	$99,100.00	$99,100.00	$101,002.13	$101,002.13	$500.00	$500.00	$75,000.00	$75,000.00
3	Clearing and Grubbing, per County Specifications 2230 (Includes All Tree Removals), Estimated Quantity of 15494 sy	1	LS	$38,467.00	$38,467.00	$85,950.00	$85,950.00	$19,167.24	$19,167.24	$16,000.00	$16,000.00	$50,000.00	$50,000.00
4	Relocate existing standard mailbox	8	EA	$200.00	$1,600.00	$165.00	$1,320.00	$102.23	$817.84	$50.00	$400.00	$125.00	$1,000.00
5	Earthwork Excavate, Haul, and Install, On-site	34551	CY	$5.00	$172,755.00	$7.50	$259,132.50	$5.11	$176,555.61	$5.00	$172,755.00	$5.00	$172,755.00
6	Earthwork Borrow, FDOT Specification 120-2.2.2	3240	CY	$8.00	$25,920.00	$13.50	$43,740.00	$16.61	$53,816.40	$10.00	$32,400.00	$12.50	$40,500.00
7	3" Top Soil	35337	SY	$3.00	$106,011.00	$1.10	$38,870.70	$1.47	$51,945.39	$3.25	$114,845.25	$4.25	$150,182.25
8	Stabilization Mat Type R-1	9142	SY	$3.50	$31,997.00	$1.85	$16,912.70	$3.83	$35,013.86	$2.50	$22,855.00	$2.25	$20,569.50
9	2" County Spec 2500 Type SP 12.5 Asphalt, over 1500sy	20897	SY	$10.80	$225,687.60	$11.10	$231,956.70	$10.12	$211,477.64	$12.75	$266,436.75	$11.00	$229,867.00
10	1 1/4" County Spec 2500 Type SP 12.5 Asphalt (Driveways) in place, includes compacted subgrade	673	SY	$12.80	$8,614.40	$10.75	$7,234.75	$10.48	$7,053.04	$14.75	$9,926.75	$15.00	$10,095.00
11	12" Stabilized Subgrade, County Spec 2300, over 1000sy	22806	SY	$2.75	$62,716.50	$1.95	$44,471.70	$2.57	$58,497.39	$3.00	$68,418.00	$3.95	$90,083.70
12	Prime Coat, over 1000sy	22409	SY	$0.35	$7,843.15	$0.85	$19,047.65	$0.38	$8,515.42	$0.65	$14,565.85	$1.00	$22,409.00
13	8" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, over 1000sy	1250	SY	$18.00	$22,500.00	$24.65	$30,812.50	$28.16	$35,200.00	$18.00	$22,500.00	$20.00	$25,000.00
14	4" Sand Clay Base (Driveways), less than 1000sy	673	SY	$6.50	$4,374.50	$4.75	$3,196.75	$6.39	$4,300.47	$2.50	$1,682.50	$5.00	$3,365.00
15	8" Sand-Clay Base, County Spec 2460, over 1000sy	22408	SY	$4.00	$89,632.00	$3.75	$84,030.00	$6.07	$136,016.56	$2.75	$61,622.00	$3.50	$78,428.00
16	Thermoplastic 4" Double Solid Stripe, White or Yellow	8688	LF	$1.40	$12,163.20	$1.65	$14,335.20	$2.04	$17,723.52	$1.76	$15,290.88	$1.95	$16,941.60
17	Thermoplastic Stop Bar	53	LF	$8.60	$455.80	$6.25	$331.25	$7.67	$406.51	$6.75	$357.75	$10.00	$530.00
18	Stop Sign, R1-1	4	EA	$240.00	$960.00	$205.00	$820.00	$249.17	$996.68	$214.50	$858.00	$250.00	$1,000.00
19	Black on Orange Warning Sign	16	EA	$225.00	$3,600.00	$205.00	$3,280.00	$249.17	$3,986.72	$85.00	$1,360.00	$250.00	$4,000.00
20	Regulatory Sign Black on White Metal Sign	9	EA	$200.00	$1,800.00	$195.00	$1,755.00	$236.40	$2,127.60	$205.00	$1,845.00	$250.00	$2,250.00
21	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	$17,500.00	$17,500.00	$9,650.00	$9,650.00	$8,523.60	$8,523.60	$18,500.00	$18,500.00	$7,500.00	$7,500.00
22	Variable Message Sign	8	EA/Day										
23	Flag Man	4	EA/Day										
24	Black on Orange Warning Sign	8	EA/Day										
25	R1-1 Black Metal Sign	4	EA/Day										
26	36" Or Larger Reflectorized Cone	100	EA/Day										
27	Fiber Reinforced Concrete Ditch Paving w/ Weep Holes, FDOT Index 281, Min 3" thick	13760	SY	$38.50	$529,760.00	$55.45	$762,992.00	$49.83	$685,660.80	$53.85	$740,976.00	$39.50	$543,520.00
28	Misc. Concrete	15	CY	$300.00	$4,500.00	$400.00	$6,000.00	$575.02	$8,625.30	$250.00	$3,750.00	$2,000.00	$30,000.00
29	Ditch Bottom Inlet Top with Single Traversable Slot, Type D	2	EA	$2,356.00	$4,712.00	$4,450.00	$8,900.00	$7,027.99	$14,055.98	$2,450.00	$4,900.00	$2,750.00	$5,500.00
30	5' X 7' Structure Bottom, FDOT Index 200, 0-6' depth	2	EA	$2,356.00	$4,712.00	$6,135.00	$12,270.00	$2,555.63	$5,111.26	$2,100.00	$4,200.00	$7,500.00	$15,000.00
31	18" RCP Pipe, 0'-6' depth	115	LF	$40.00	$4,600.00	$38.25	$4,398.75	$57.50	$6,612.50	$45.50	$5,232.50	$50.00	$5,750.00
32	14" X 23" ERCP Pipe, 0'-6' depth	585	LF	$51.00	$29,835.00	$47.25	$27,641.25	$65.17	$38,124.45	$52.50	$30,712.50	$50.00	$29,250.00
33	19" X 30" ERCP Pipe, 0'-6' depth	50	LF	$68.00	$3,400.00	$67.25	$3,362.50	$89.45	$4,472.50	$62.50	$3,125.00	$75.00	$3,750.00
34	34" X 53" ERCP Pipe, 0'-6' depth	115	LF	$184.50	$21,217.50	$182.25	$20,958.75	$236.40	$27,186.00	$190.50	$21,907.50	$150.00	$17,250.00
35	18" RCP Cross Drain MES, FDOT Index 272, 280	6	EA	$1,100.00	$6,600.00	$900.00	$5,400.00	$638.91	$3,833.46	$525.00	$3,150.00	$1,000.00	$6,000.00
36	14" X 23" ERCP Side Drain MES, FDOT Index 273, 280	25	EA	$1,200.00	$30,000.00	$900.00	$22,500.00	$702.80	$17,570.00	$475.00	$11,875.00	$1,000.00	$25,000.00
37	19" X 30" ERCP Cross Drain MES, FDOT Index 272, 280	2	EA	$2,100.00	$4,200.00	$1,305.00	$2,610.00	$958.36	$1,916.72	$625.00	$1,250.00	$1,500.00	$3,000.00
38													
39	Class I Concrete for Endwalls (steel included)	14	CY	$1,005.00	$14,070.00	$975.00	$13,650.00	$1,405.60	$19,678.40	$1,050.00	$14,700.00	$1,750.00	$24,500.00
40	4' x12' Precast FDOT Box Culvert	50	LF	$1,980.00	$99,000.00	$1,390.00	$69,500.00	$2,172.29	$108,614.50	$1,950.00	$97,500.00	$1,800.00	$90,000.00
41	Cast-in-Place Box Culvert Headwall (steel included)	30	CY	$1,100.00	$33,000.00	$975.00	$29,250.00	$1,405.60	$42,168.00	$1,050.00	$31,500.00	$2,000.00	$60,000.00
42	Bedding Stone for Box Culvert, under 1000sy	30	CY	$75.00	$2,250.00	$85.50	$2,565.00	$76.67	$2,300.10	$85.00	$2,550.00	$75.00	$2,250.00
43	Pipe Removal, 6"-24"	109	LF	$16.50	$1,798.50	$12.00	$1,308.00	$11.50	$1,253.50	$22.00	$2,398.00	$12.00	$1,308.00

PAY ITEMS - MCNEAL-THOMPSON ROAD				Chavers Const		Gulf Atlantic		Roads, Inc		Roberson Excavation		Gulf Coast Utility	
Item No.	Item Description	Quantity	Units	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
44	Pipe Removal, 30" and larger	136	LF	$30.00	$4,080.00	$12.00	$1,632.00	$15.33	$2,084.88	$24.00	$3,264.00	$20.00	$2,720.00
45	Remove Existing Sand Bag Headwall, 6"-24" Pipe	3	EA	$400.00	$1,200.00	$385.00	$1,155.00	$638.91	$1,916.73	$250.00	$750.00	$500.00	$1,500.00
46	Remove Existing Sand Bag Headwall, 30" and Larger	4	EA	$800.00	$3,200.00	$385.00	$1,540.00	$766.69	$3,066.76	$250.00	$1,000.00	$1,000.00	$4,000.00
47	6" PVC Waterline, 0'-6' depth	6341	LF	$9.75	$61,824.75	$7.40	$46,923.40	$19.49	$123,586.09	$9.15	$58,020.15	$20.00	$126,820.00
48	1" Water Service Line - Short	45	LF	$31.25	$1,406.25	$11.00	$495.00	$12.78	$575.10	$72.75	$3,273.75	$20.00	$900.00
49	6" x 6" Tapping Sleeve w/Valve	1	EA	$2,800.00	$2,800.00	$3,025.00	$3,025.00	$1,916.72	$1,916.72	$3,745.00	$3,745.00	$3,250.00	$3,250.00
50	6" x 6" x 6" Tee Fitting	3	EA	$414.00	$1,242.00	$440.00	$1,320.00	$511.13	$1,533.39	$750.00	$2,250.00	$500.00	$1,500.00
51	6" Elbow, 22.5°, 45°, 90°	11	EA	$251.00	$2,761.00	$310.00	$3,410.00	$766.69	$8,433.59	$175.00	$1,925.00	$400.00	$4,400.00
52	6" Gate Valve w/ Box	2	EA	$880.00	$1,760.00	$930.00	$1,860.00	$1,916.72	$3,833.44	$900.00	$1,800.00	$1,250.00	$2,500.00
53	6" PVC Stub-out and cap	1	EA	$600.00	$600.00	$235.00	$235.00	$319.45	$319.45	$325.00	$325.00	$1,500.00	$1,500.00
54	Relocate Water Meter	8	EA	$325.00	$2,600.00	$325.00	$2,600.00	$511.13	$4,089.04	$150.00	$1,200.00	$250.00	$2,000.00
55	Re-connect Fire Hydrant	2	EA	$1,500.00	$3,000.00	$500.00	$1,000.00	$2,491.74	$4,983.48	$1,875.00	$3,750.00	$1,500.00	$3,000.00
56	Centipede Sod, Staked, over 1000sy	35336	SY	$3.00	$106,008.00	$4.00	$141,344.00	$2.75	$97,174.00	$3.50	$123,676.00	$3.25	$114,842.00
57	18" Depth Rip Rap Rubble w/ 4" Bedding Stone and Geotextile	105	SY	$110.00	$11,550.00	$115.00	$12,075.00	$113.73	$11,941.65	$88.50	$9,292.50	$100.00	$10,500.00
58	Silt Fence Type III, over 500lf	16752	LF	$2.00	$33,504.00	$1.25	$20,940.00	$2.56	$42,885.12	$2.00	$33,504.00	$1.00	$16,752.00
59	prepared by a certified technician.	1	EA	$1,500.00	$1,500.00	$13,950.00	$13,950.00	$1,500.00	$1,500.00	$5,500.00	$5,500.00	$7,500.00	$7,500.00
60	SWPPP and monitoring), for use only with disturbed areas over 1.0	1	EA	$3,500.00	$3,500.00	$1,000.00	$1,000.00	$9,896.22	$9,896.22	$15,000.00	$15,000.00	$10,000.00	$10,000.00
61	4' Wire Fence	3215	LF	$9.00	$28,935.00	$11.25	$36,168.75	$13.74	$44,174.10	$4.50	$14,467.50	$7.50	$24,112.50
62	Wood Split Rail Fence	280	LF	$12.00	$3,360.00	$12.75	$3,570.00	$15.33	$4,292.40	$8.00	$2,240.00	$20.00	$5,600.00
63	Remove Wood Split Rail Fence	280	LF	$5.00	$1,400.00	$10.75	$3,010.00	$12.78	$3,578.40	$3.00	$840.00	$5.00	$1,400.00
64	Remove Existing Wire Fence	3215	LF	$3.00	$9,645.00	$3.35	$10,770.25	$1.60	$5,144.00	$2.00	$6,430.00	$2.00	$6,430.00
65	End/Pull Post, Wood Post, 4' Wire Fence	20	EA	$100.00	$2,000.00	$47.50	$950.00	$57.50	$1,150.00	$125.00	$2,500.00	$50.00	$1,000.00
66	Waterproof Jobsite Storage Board Container/Tube for project information, permits, SWPPP plans, etc.	1	EA	$500.00	$500.00	$200.00	$200.00	$958.36	$958.36	$500.00	$500.00	$2,500.00	$2,500.00
			Subtotal:		$77,010,497.85		$2,331,524.40		$2,322,353.61		$2,143,727.12		$2,262,646.16
		Bid Form price			$2,012,628.15		$2,332,007.05		$2,322,235.98		$2,118,128.13		$2,262,280.55

STANDARD CONSTRUCTION CONTRACT DOCUMENTS

FOR
PD 16-17.001
McNeal and Thompson Dirt Road Paving

AGREEMENT BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA

AND

Roberson Excavation Inc.

FORM D: Road/Drainage

(Revised June 2016)

STANDARD CONSTRUCTION CONTRACT DOCUMENTS
FORM D

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AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND Roberson Excavation Inc. FOR STANDARD ROAD/DRAINAGE CONSTRUCTION CONTRACT DOCUMENTS.

THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ("County"), hereby contracts with ____Roberson Excavation Inc._____, a Florida corporation for profit, to perform all work ("Work") in connection with PD16-17.001 McNeal and Thompson Dirt Road Paving ("Project"), 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:

$2,143,727.12

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 one hundred eighty(180) 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 _____ (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, **$**1,000 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. <u>EXHIBITS INCORPORATED</u>

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. <u>NOTICES</u>

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:

<u>Engineering Division, Public Works</u>
<u>3363 West Park Place</u>
_Pensacola, Fl 32505_____
Attention: Cooper Saunders, Project Coordinator, Eng. Division

B. All correspondence with the Contractor will be addressed to the following:

Billy Roberson, President
Roberson Excavation Inc.
6013 Southridge Road
Milton, Fl 32570

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.

SECTION 14. PUBLIC RECORDS.

The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the

County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract. In such case, the Contractor shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontractor work).

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

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 Roberson Excavation 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: _____
Jack R. Brown
County Administrator

Witness: _____

Date: _____

CONTRACTOR:
Roberson Excavation Inc., a Corporation, authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

By: _____

By: _____
Secretary

Its: President

Date: _____

(Corporate Seal)

BCC Approved: _____

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 _____ (__) 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. <u>CONTRACT TIME AND TIME EXTENSIONS</u>

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. <u>CHANGES IN THE WORK</u>

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. <u>CLAIMS AND DISPUTES</u>

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)

_____
_____
_____
(Business Address)

_____
(Authorized Signature)

_____
(Printed Name)

OR

_____
As Attorney In Fact (Attach Power)

_____
_____
_____
(Business Address)

_____
(Printed Name)

_____
(Telephone Number)

_____
Witness

_____
Witness

_____

_____
Witnesses

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)

Notary Public, State of _____

Serial No., If Any: _____

(AFFIX OFFICIAL SEAL)

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)

_____

_____

_____

_____

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: _____

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: Paul R. Nobles, CPPO, CPPB, Purchasing Coordinator
   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.

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.

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Roberson Excavation, Inc.
6013 Southridge Road
Milton, FL 32570-2002

SURETY:
(Name, legal status and principal place of business)
NGM Insurance Company
A FL Corporation
55 West Street
Keene, NH 03431

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
Escambia County, Florida
213 Palafox Place
Pensacola, FL 32502

BOND AMOUNT: Five Percent (5%) of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)
McNeal and Thompson Rd Dirt Road Paving

Project Number, if any: Specification Number PD 16-17.001,
Thompson Engineering Project No. 15-1101-0297

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 24th day of October, 2016

Roberson Excavation, Inc.
(Principal) *(Seal)*

(Witness)

(Title) Billy Roberson / Pres.

NGM Insurance Company
(Surety) *(Seal)*

(Witness) Courtney Hitt

(Title) Mark W. Edwards, II, Attorney-in-Fact

By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.

NGM INSURANCE COMPANY
A member of The Main Street America Group

POWER OF ATTORNEY

06-03005266

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

> "Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. "

does hereby make, constitute and appoint **Ronald B Giadrosich, Mark W Edwards II, Jeffrey M Wilson, Robert R Freel, Evondia H Woessner, Alisa B Ferris** ----------

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

1. **No one bond to exceed Twenty Five Million Dollars ($25,000,000.00)**

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

> Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 8th day of January, 2016.

NGM INSURANCE COMPANY By:

Bruce R Fox
Vice President, General
Counsel and Secretary

NGM INSURANCE COMPANY FOUNDED 1923 FLORIDA

State of Florida,
County of Duval.

On this January 8, 2016, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Bruce R Fox of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me fully sworn, deposed and said that he is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 8th day of January, 2016.

Tasha Ann Philpot
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF915117
Expires 10/3/2019

I, Nancy Giordano-Ramos, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this 24th day of October, 2016.

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.
TO CONFIRM VALIDITY of the attached bond please call 1-800-225-5646.
TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claims.

HEAT SENSITIVE SHIELD FADES WITH HEAT OR TOUCH

DocuGard #04546 contains a security pantograph, blue background, heat-sensitive ink, coin-reactive watermark, and microtext printing on border.

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

MCNEAL AND THOMPSON RD DIRT ROAD PAVING

SOLICITATION NUMBER: PD 16-17.001

SOLICITATION

MAILING DATE: Monday, October 3, 2016
PRE-BID CONFERENCE: Thursday, October 20, 2016 at 9:00 a.m. CDT in the Office of Purchasing, Conference Room 11.407
OFFERS WILL BE RECEIVED UNTIL: 3:00 p.m. CDT, Wednesday, November 2, 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: 65-0199737

TERMS OF PAYMENT: 30 Days from Invoice

DELIVERY DATE WILL BE 10 **DAYS AFTER RECIEPT OF PURCHASE ORDER.**

VENDOR NAME: Roberson Excavation Inc.
ADDRESS: 6013 Southridge Rd
CITY, ST. & ZIP: Milton, Fl. 32570
PHONE NO.: (850) 626-9911
TOLL FREE NO.: ( )
FAX NO.: (850) 626-2130

REASON FOR NO OFFER:

BID BOND ATTACHED $ 5%

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.

Billy Roberson/President
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER
(TYPED OR PRINTED)

** _____
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.

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 _____
Signature of Person Authorized to Sign — Date

ATTEST: _____
Corporate Secretary — Date

[CORPORATE SEAL]

ATTEST: _____
Witness — *Date*

ATTEST: _____
Witness — Date

ESCAMBIA COUNTY FLORIDA

Name and Title of Signer (Type or Print) _____

By _____
County Administrator — Date

WITNESS _____ Date

WITNESS _____ Date

Awarded Date _____

Effective Date _____

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. 1 Date October 21,2016 Addendum No._____ Date_____

Addendum No. 2 Date November 1, 16 Addendum No._____ Date_____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority Document Number L79686

Occupational License No.146115

Florida DBPR Contractor's License, Certification and/or Registration No. RU11066605

Type of Contractor's License, Certification and/or Registration Underground Utility & Excavation Contractor

Expiration Date: August 31, 2017

Terms of Payment
(Check one) Net 30 Days X 2% 10th Prox___

Will your company accept Escambia County Purchasing Cards? Yes____ No X.

Will your company accept Escambia County Direct Payment Vouchers? Yes____ No X.

County Permits/Fees required for this project:

Permit	Cost
Row Permit	$150.00

Bidder: Roberson Excavation Inc.

By: Billy Roberson/President

Signature: Billy Roberson

Title: President

Address: 6013 Southridge Rd
Milton, Fl. 32570

Person to contact concerning this bid:
Billy Roberson
Phone/Toll Free/Fax # (850) 626-9911

E-Mail Address: Robersonex@aol.com
Home Page Address:

Person to contact for emergency service:
Billy Roberson/President
Phone/Cell/Pager #(850) 698-3776

Person to contact for disaster service:
Billy Roberson
Home Address: 6013 Southridge Rd
Milton, Fl. 32570
Home Phone/Cell/Pager #: (850) 626-9911

Attached to bid you shall find a bid bond, cashier's check or certified check (circle one that applies) in the amount of 5% of bid.

The work shall be substantially completed within **One Hundred Fifty (150)** calendar days from the Commencement Date. The Bidder agrees to fully complete all work included above within **One Hundred Eighty (180) consecutive calendar days** from the date of Notice to Proceed. **Liquidated damages of $ 1000 each day will be assessed for each day that completion of the project is delayed.** All work to be accomplished under this bid shall be the responsibility of Bidder and failure of subcontractors to perform shall not relieve Bidder of any liquidated damages. A Bid Bond in the amount of 5% of base bid is to be furnished by each Bidder. Bidder further acknowledges that all of the work outlined above may not be required at the discretion of Escambia County. The total will be subject to total funds available during the course of the work. However, it is the intent of Escambia County at this time to substantially complete the listed work.

REVISED BID FORM ADDENDUM #1

BID FORM
Specification Number PD16-17.001
McNeal and Thompson Rd Dirt Road Paving

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: November 1, 2016

Commissioners:

In accordance with your "Invitation to Bid" and "Instructions to Bidders" for **McNeal and Thompson Rd Dirt Road Paving** as described and listed in this Invitation to Bid, and subject to all conditions thereof, I, undersigned, Roberson Excavation Inc. hereby propose to provide at the following price.
Company

If your company is located within a Community Redevelopment Area of Escambia County, Florida, please Indicate by marking an X in the blank (*Sec. 46-110.-Local Preference in Bidding*).
Yes ___ No X

PAY ITEMS - MCNEAL-THOMPSON ROAD					
Addendum #2					
Item No.	Item Description	Quantity	Units	Unit Price	Extension
1	Performance Bond	1	Per $1000	$12.10	$25,629.37
2	Mobilization, 0 - 15 Miles	1	EA	$500.00	$500.00
3	Clearing and Grubbing, per County Specifications 2230 (Includes All Tree Removals). Estimated Quantity of 15494 sy	1	LS	$16,000.00	$16,000.00
4	Relocate existing standard mailbox	8	EA	$50.00	$400.00
5	Earthwork Excavate, Haul, and Install, On-site	34551	CY	$5.00	$172,755.00
6	Earthwork Borrow, FDOT Specification 120-2.2.2	3240	CY	$10.00	$32,400.00
7	3" Top Soil	35337	SY	$3.25	$114,845.25
8	Stabilization Mat Type R-1	9142	SY	$2.50	$22,885.00
9	2" County Spec 2500 Type SP 12.5 Asphalt, over 1500sy	20897	SY	$12.75	$266,436.75
10	1 1/4" County Spec 2500 Type SP 12.5 Asphalt (Driveways) in place, includes compacted subgrade	673	SY	$14.75	$9926.75
11	12" Stabilized Subgrade, County Spec 2300, over 1000sy	22806	SY	$3.00	$68,418.00
12	Prime Coat, over 1000sy	22409	SY	$0.65	$14,565.85
13	8" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, over 1000sy	1250	SY	$18.00	$22,500.00
14	4" Sand Clay Base (Driveways), less than 1000sy	673	SY	$2.50	$1,682.50
15	8" Sand-Clay Base, County Spec 2460, over 1000sy	22408	SY	$2.75	$61,622.00
16	Thermoplastic 4" Double Solid Stripe, White or Yellow	8688	LF	$1.76	$15,290.88
17	Thermoplastic Stop Bar	53	LF	$6.75	$357.75
18	Stop Sign, R1-1	4	EA	$214.50	$858.00
19	Black on Orange Warning Sign	16	EA	$85.00	$1,360.00
20	Regulatory Sign Black on White Metal Sign	9	EA	$205.00	$1,845.00
21	Develop and provide an approved MOT traffic safety plan both map type and written type by a Certified Work Zone Safety Traffic Supervisor. MOT shall include, but not limited to, message boards, temporary signs, cones, flag man, etc	1	LS	$18,500.00	$18,500.00
~~22~~	~~Variable Message Sign~~	~~8~~	~~EA/Day~~		
~~23~~	~~Flag Man~~	~~4~~	~~EA/Day~~		
~~24~~	~~Black on Orange Warning Sign~~	~~8~~	~~EA/Day~~		
~~25~~	~~R1-1 Stop Metal Sign~~	~~4~~	~~EA/Day~~		
~~26~~	~~28" or Larger Reflective Striped Cone~~	~~108~~	~~EA/Day~~		
27	Fiber Reinforced Concrete Ditch Paving w/ Weep Holes, FDOT Index 281, Min 3" thick	13760	SY	$53.85	$740,976.00
28	Misc. Concrete	15	CY	$250.00	$3,750.00
29	Ditch Bottom Inlet Top with Single Traversable Slot, Type D	2	EA	$2,450.00	$4,900.00
30	5' X 7' Structure Bottom, FDOT Index 200, 0-6' depth	2	EA	$2,100.00	$4,200.00
31	18" RCP Pipe, 0'-6' depth	115	LF	$45.50	$5,232.50
32	14" X 23" ERCP Pipe, 0'-6' depth	585	LF	$52.50	$30,712.50
33	19" X 30" ERCP Pipe, 0'-6' depth	50	LF	$62.50	$3,125.00
34	34" X 53" ERCP Pipe, 0'-6' depth	115	LF	$190.50	$21,907.50
35	18" RCP Cross Drain MES, FDOT Index 272, 280	6	EA	$525.00	$3,150.00
36	14" X 23" ERCP Side Drain MES, FDOT Index 273, 280	25	EA	$475.00	$11,875.00
37	19" X 30" ERCP Cross Drain MES, FDOT Index 272, 280	2	EA	$625.00	$1,250.00
39	Class I Concrete for Endwalls (steel included)	14	CY	$1,050.00	$14,700.00
40	4' x12' Precast FDOT Box Culvert	50	LF	$1,950.00	$97,500.00
41	Cast-in-Place Box Culvert Headwall (steel included)	30	CY	$1,050.00	$31,500.00
42	Bedding Stone for Box Culvert, under 1000sy	30	CY	$85.00	$2,550.00
43	Pipe Removal, 6"-24"	109	LF	$22.00	$2,398.00

PAY ITEMS - MCNEAL-THOMPSON ROAD					
Addendum #2					
Item No.	Item Description	Quantity	Units	Unit Price	Extension
44	Pipe Removal, 30" and larger	136	LF	$24.00	$3,264.00
45	Remove Existing Sand Bag Headwall, 6"-24" Pipe	3	EA	$250.00	$750.00
46	Remove Existing Sand Bag Headwall, 30" and Larger	4	EA	$250.00	$1,000.00
47	6" PVC Waterline, 0'-6' depth (Class 200)	6341	LF	$9.15	$58,020.15
48	3/4" Water Service Line - Short with Brass Saddles	45	LF	$72.75	$3,273.75
49	6" x 6" Tapping Sleeve w/Valve	1	EA	$3,745.00	$3,745.00
50	6" x 6" x 6" Tee Fitting	3	EA	$750.00	$2,250.00
51	6" Elbow, 22.5°, 45°, 90°	11	EA	$175.00	$1,925.00
52	6" Gate Valve w/ Box	2	EA	$900.00	$1,800.00
53	6" PVC Stub-out and cap	1	EA	$325.00	$325.00
54	Relocate Water Meter	8	EA	$150.00	$1,200.00
55	Re-connect Fire Hydrant	2	EA	$1,875.00	$3,750.00
56	Centipede Sod, Staked, over 1000sy	35336	SY	$3.50	$123,676.00
57	18" Depth Rip Rap Rubble w/ 4" Bedding Stone and Geotextile	105	SY	$88.50	$9,292.50
58	Silt Fence Type III, over 500lf	16752	LF	$2.00	$33,504.00
59	Establish, quantify, and submit an approved erosion control plan prepared by a certified technician.	1	EA	$5,500.00	$5,500.00
60	NPDES Construction General Permit, NOI, and NOT (including SWPPP and monitoring), for use only with disturbed areas over 1.0 acre	1	EA	$15,000.00	$15,000.00
61	4' Wire Fence	3215	LF	$4.50	$14,467.50
62	Wood Split Rail Fence	280	LF	$8.00	$2,240.00
63	Remove Wood Split Rail Fence	280	LF	$3.00	$840.00
64	Remove Existing Wire Fence	3215	LF	$2.00	$6,430.00
65	End/Pull Post, Wood Post, 4' Wire Fence	20	EA	$125.00	$2,500.00
66	Waterproof Jobsite Storage Board Container/Tube for project information, permits, SWPPP plans, etc.	1	EA	$500.00	$500.00
			Subtotal:		$2,118,128.13

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to Escambia County
(print name of the public entity)

by Billy Roberson/President
(print individual's name and title)

for Roberson Excavation Inc.
(print name of entity submitting sworn statement)

whose business address is

6013 Southridge Rd, Milton, Fl. 32570

and (if applicable) its Federal Employer Identification Number (FEIN) is:
65-0199737

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

a. A predecessor or successor of a person convicted of a public entity crime; or
b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

__X__ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Billy [illegible]
(signature)

Sworn to an subscribed before me this 1st day of Nov., 20 16

Personally known _____ _____

OR produced identification_____ Notary Public - State of FL

My commission expires 7/30/18

_____
(Type of identification)

Christy Baker
(Printed typed or stamped commissioned name of notary public)

CHRISTY C. BAKER
MY COMMISSION # FF 107878
EXPIRES: July 30, 2018
Bonded Thru Notary Public Underwriters

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that Roberson Excavation Inc. does:
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

X As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

Offeror's Signature

November 1, 2016
Date

Information Sheet
for Transactions and Conveyances
Corporation Identification

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

(Please Circle One)

Is this a Florida Corporation Yes or No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.: L79686

Does it use a registered fictitious name: Yes or No

Names of Officers:
President: Billy Roberson
Vice President: ~~Ray Roberson~~
Director: Deanna Roberson
Other: _____
Secretary: _____
Treasurer: _____
Director: _____
Other: _____

Name of Corporation (As used in Florida):
Roberson Excavation Inc.
(Spelled exactly as it is registered with the state or federal government)

Corporate Address:
Post Office Box: _____
City, State Zip: _____
Street Address: 6013 Southridge Rd
City, State, Zip: Milton, Fl. 32570

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Corporate Identification

Federal Identification Number: 65-0199737
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: Billy Roberson E-mail: Robersonex@aol.com
Telephone Number: (850) 626-9911 Facsimile Number: (850) 626-2130

Name of individual who will sign the instrument on behalf of the company:
Billy Roberson
(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:
President

END

(850) 488-9000 Verified by:_____ Date:_____

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER	
RU11066605	

The UNDERGROUND UTILITY & EXCAVATION CONTRACTOR
Named below HAS REGISTERED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2017
(INDIVIDUAL MUST MEET ALL LOCAL LICENSING
REQUIREMENTS PRIOR TO CONTRACTING IN ANY AREA)

ROBERSON, BILLY R II
ROBERSON EXCAVATION, INC.
6013 SOUTHRIDGE DR
MILTON FL 32570

ISSUED: 07/07/2015

DISPLAY AS REQUIRED BY LAW

SEQ # L1507070000518

BUSINESS TAX RECEIPT
ESCAMBIA COUNTY, FL

JANET HOLLEY, CFC
Tax Collector

THIS BUSINESS TAX RECEIPT EXPIRES
SEPTEMBER 30, 2017

THE ISSUANCE OF THIS RECEIPT DOES NOT ENSURE COMPETENCY

2016 / 2017

HOLDER IS HEREBY AUTHORIZED TO ENGAGE IN THE BUSINESS, PROFESSION, OR OCCUPATION OF

SPECIALIZED CONTRACTOR
6013 SOUTHRIDGE DR

Paid 09/01/2016 Receipt #128-16-00171837 26.25

ACCT NO: 146115 GROUP TYPE: 30154 TOTAL: 26.25

ROBERSON EXCAVATION INC
6013 SOUTHRIDGE DR
MILTON, FL 32570900

This business tax receipt is in addition to and not in lieu of any other license required by law or municipal ordinance and is subject to regulations of zoning, health, contractor licensing, and other lawful authority.

OWNER: ROBERSON BILLY R

Detail by Entity Name

Florida Profit Corporation

ROBERSON EXCAVATION, INC.

Filing Information

Document Number	L79686
FEI/EIN Number	65-0199737
Date Filed	06/08/1990
State	FL
Status	ACTIVE

Principal Address

6013 SOUTHRIDGE RD.
MILTON, FL 32570

Changed: 01/05/2012

Mailing Address

6013 SOUTHRIDGE RD.
MILTON, FL 32570

Changed: 01/05/2012

Registered Agent Name & Address

ROBERSON, BILLY R.
6013 SOUTHRIDGE RD.
MILTON, FL 32570

Address Changed: 01/05/2012

Officer/Director Detail

Name & Address

Title President

ROBERSON, BILLY R.
6013 SOUTHRIDGE RD.
MILTON, FL 32570

Title Officer

ROBERSON, DEANNA C.
6013 SOUTHRIDGE RD.
MILTON, FL 32570

Annual Reports

Report Year	Filed Date
2014	01/09/2014
2015	02/04/2015
2016	03/17/2016

State of Florida

Business Certification

Roberson Excavation, Inc.

Is certified under the provisions of
287 and 295.187, Florida Statutes for a period from:

August 19, 2015 to August 19, 2017

Torey Alston, Executive Director

Florida Department of Management Services
Office of Supplier Diversity

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
(850) 595-4805
http://www.myescambia.com/solicitations

CLAUDIA SIMMONS, CPPO
Purchasing Manager

October 21, 2016

To: All Known Prospective Bidders

ADDENDUM NUMBER 1:

Re: McNeal & Thompson Road Dirt Road Paving
Specification Number PD 16-17.001

Bidders:

This Addendum #1 for the following:

1. **Remove page 15 of 31 of Bid Set Drawings for McNeal Road and replace with the attached page 15 Rev. 1 of 31.**
2. Remove the Bid Form pages 5, 6 and 7 and replace with the attached REVISED BID FORM. Revised for two changes.
   a. **Replace the Quantity on Line Item #36, from 17 to 25 (highlighted in yellow)**
   b. **Remove Line Item # 38 in its entirety (Lined out on the bid form)**

This Addendum Number 1 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy for your record.

Sincerely,

Claudia Simmons

Claudia Simmons, Manager
Office of Purchasing

SIGNED:
COMPANY:
CS/lk

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
(850) 595-4805
http://www.myescambia.com/solicitations

CLAUDIA SIMMONS
Purchasing Manager

November 1, 2016

To: All Known Prospective Bidders

ADDENDUM NUMBER 2:

Re: McNeal & Thompson Road Dirt Road Paving
Specification Number PD 16-17.001
Bidders:

This Addendum #2 for the following:

1. **Remove the Bid Sheet provided with Addendum #1 and Replace with the Bid Form attached to and provided in Addendum #2.**

   The attached Bid Form for Addendum #2 provides for the following changes.

Item #21, Revised Item Description and changed the Unit from EA to LS

Items #22 – Delete - Stricken out on Bid Form
Items #23 – Delete - Stricken out on Bid Form
Items #24 – Delete - Stricken out on Bid Form
Items #25 – Delete - Stricken out on Bid Form
Items #26 – Delete - Stricken out on Bid Form
Item 47 – Revised Item Description to Require Class 200 Pipe
Item 48 – Revised Item description from 1" water service to ¾" water service and added the requirement for brass saddles

This Addendum Number 2 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy for your record.

Sincerely,
Claudia Simmons
Claudia Simmons, Manager
Office of Purchasing

SIGNED: B.M. Sanders
COMPANY:
CS/lk

DANIELS
COMMERCIAL
INSURANCE, LLC

October 21, 2016

Escambia County
Attention: Claudia Simmons
Office of Purchasing, Room 11.101
P.O. Box 1591
Pensacola, FL 32591-1591

Re: Roberson Excavation, Inc.
McNeal and Thompson Rd Dirt Road Paving
Specification PD 16-17.001
11-2-16 Bid Date

Dear Ms. Simmons:

Roberson Excavation, Inc. will be able to obtain the levels of insurance required as required by the contract and indicated on the sample certificate of insurance should they be awarded the contract.

Sincerely,

Shelby E. Daniels
Owner

P.O. Box 12465 Pensacola, FL 32591 | 310 N. Tarragona Pensacola, FL 32501
T 850.308.7710 | F 850.308.7716 | www.DCINSLLC.com

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11500 **County Attorney's Report** **9. 1.**
BCC Regular Meeting **Action**
Meeting Date: 01/05/2017
Issue: Memorandum of Agreement Among the U.S. Department of the Navy, Escambia County, Florida, the Florida Department of State, et al.
From: Stephen West, Senior Assistant County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Memorandum of Agreement among the Department of the Navy, Escambia County, Florida, the Florida Department of State, Division of Historical Resources, and the Advisory Council on Historic Preservation Regarding Transfer of Naval Outlying Field Site 8

That the Board authorize the Chairman to execute the Memorandum of Agreement among the Department of the Navy, Escambia County, Florida, the Florida Department of State, Division of Historical Resources, and the Advisory Council on Historic Preservation regarding the transfer of Naval Outlying Field Site 8.

BACKGROUND:

The Memorandum of Agreement reflects the County's agreement to complete archaeological surveys as may be required under federal and state law prior to the development of Naval Outlying Field Site 8.

On June 2, 2016, the Board approved a land exchange agreement authorizing conveyance to the United States of America, a parcel of property, containing approximately 601.41 acres owned by Escambia County and located off Ard Field Road in Santa Rosa County, in exchange for property owned by the United States of America, (as represented by the Department of the Navy), located off Frank Reeder Road in Escambia County, Florida, commonly known as Naval Outlying Field Site 8.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has reviewed and approved the Memorandum of Agreement as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Memorandum of Agreement

MEMORANDUM OF AGREEMENT

AMONG THE DEPARTMENT OF THE NAVY,

ESCAMBIA COUNTY, FLORIDA

THE FLORIDA DEPARTMENT OF STATE, DIVISION OF HISTORICAL RESOURCES, AND

THE ADVISORY COUNCIL ON HISTORIC PRESERVATION

REGARDING

THE TRANSFER OF NAVAL OUTLYING FIELD SITE 8

ESCAMBIA COUNTY, FLORIDA

WHEREAS, the Secretary of the Navy (Navy) has been authorized by the National Defense Authorization Act (Public Law 114-92, Section 2833) to convey to Escambia County, Florida, (County) all right, title, and interest of the United States in and to a parcel of real property, including any improvements thereon, containing Navy Outlying Landing (NOLF) Field Site 8 in Escambia County associated with Naval Air Station, Whiting Field, Milton, Florida; and

WHEREAS, the Navy has determined that the proposed action to transfer NOLF Site 8 constitutes an Undertaking pursuant to Section 106 of the National Historic Preservation Act (54 U.S.C. § 306108) (NHPA); and

WHEREAS, the Navy has established that Area of Potential Effects (APE) of the Undertaking as defined at 36 CFR § 800.16(d) is restricted to the current boundaries of NOLF Site 8 (see **Exhibit A**); and

WHEREAS, the Navy has determined that the Undertaking may have an adverse effect on historic properties (which are eligible for listing in the National Register of Historic Places) and has consulted with the Florida State Historic Preservation Officer (SHPO) pursuant to 36 CFR Part 800, of the regulations implementing Section 106 of the NHPA; and

WHEREAS, the Navy has consulted sixteen federally recognized Indian tribes (Tribes) (Absentee Shawnee Tribe of Indians of Oklahoma, Alabama-Coushatta Tribe of Texas, Alabama-Quassarte Tribal Town, The Chickasaw Nation, The Choctaw Nation of Oklahoma, Coushatta Tribe of Louisiana, Eastern Shawnee Tribe of Oklahoma, Jena Band of Choctaw Indians, Kialegee Tribal Town, Miccosukee Tribe of Indians, Mississippi Band of Choctaw Indians, The Seminole Nation of Oklahoma, Seminole Tribe of Florida, Shawnee Tribe, Thlopthlocco Tribal Town, Tunica-Biloxi Indian Tribe) on the Undertaking and its potential effects on historic properties; and

WHEREAS, the Navy has consulted with the County to resolve the potential effects on historic properties associated with the proposed transfer of NOLF Site 8, and has invited the County to sign this Memorandum of Agreement (MOA) as an Invited Signatory; and

WHEREAS, in accordance with 36 C.F.R. § 800.6(a)(1), the Navy has notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination with specified documentation and the ACHP has chosen to participate in the consultation pursuant to 36 C.F.R. §800.6(a)(1)(iii); and

WHEREAS, the Navy has not undertaken a cultural resources survey at NOLF Site 8 and acknowledges the possibility that historic properties are located there; and

WHEREAS, the Navy consulted with the SHPO who has concurred that an archaeological survey is not required prior to the transfer of NOLF Site 8 to the County; and
WHEREAS, the Navy has consulted the Tribes and has not been advised of any known historic properties in the APE esteemed by these Tribes that could be affected by the Undertaking; and

NOW, THEREFORE, the Navy, the SHPO, the County, and the ACHP agree that the Undertaking shall be implemented in accordance with the following stipulations in order to take into account the effect of the undertaking on historic properties.

STIPULATIONS

The Navy shall ensure the following measures are carried out:

1. Navy shall include in its deed of transfer a Preservation Covenant memorializing the responsibility of the County to complete a Phase I Archaeological Survey prior to initiating any ground disturbing activity (see **Exhibit B**), which shall state the following requirements:

a. No ground disturbance shall take place within the area currently known as NOLF Site 8 without prior notice to, consultation with, and express written permission of, the Florida Department of State Division of Historical Resources (DHR).

b. Such permission shall be dependent upon Escambia County's completion of a Phase I archaeological survey to determine if the NOLF Site 8 contains potentially significant archaeological resources.

c. If archaeological resources are found as a result of the Phase I survey, then such permission may be dependent upon the required Phase II evaluation to determine the significance of archaeological resources as per National Register criteria.

d. If the site is found eligible for the National Register after Phase II, then a Phase III data recovery, alternative mitigation, or avoidance strategy is required prior to undertaking further ground disturbance.

e. Any and all archaeological work and the resultant documentation shall meet the Secretary of the Interior's Standards for Archeological Documentation within the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation (48 FR 44716) and the provisions of Chapter 1A-46, Florida Administrative Code.

f. Surveys shall be sent to the following address: R.A. Gray Building, 500 South Bronough Street, Tallahassee, Florida 32399 Attention: Director Division of Historical Resources and State Historic Preservation Officer until such time as DHR provides a new notice address. All submittals shall reference DHR Project File No.: 2016-3981

ADMINISTRATIVE PROVISIONS

2. Duration: This MOA will expire if the land transfer is not carried out within five (5) years from the date of its execution. Prior to such time, the Navy may consult with the other signatories to reconsider the terms of the MOA and amend it in accordance with Stipulation 4 below.

3. Dispute Resolution: Should any signatory or consulting party to this MOA object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, the Navy shall consult with such party to resolve the objection. If the Navy determines that such objection cannot be resolved, the Navy will:

a. Forward all documentation relevant to the dispute, including the Navy's proposed resolution, to the ACHP. The ACHP shall provide the Navy with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, the Navy shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, signatories and concurring parties, and provide them with a copy of this written response. The Navy will then proceed according to its final decision.

b. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day time period, The Navy may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the Navy shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories and concurring parties to the MOA, and provide them and the ACHP with a copy of such written response.

c. The Navy's responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remain unchanged.

d. Should any member of the public raise a timely and substantive objection pertaining to the manner in which the terms of this MOA are carried out, at any time during its implementation, the Navy shall take the objection into account by consulting with the objector to resolve the objection. When the Navy responds to an objection, it shall notify the consulting parties of the object and the manner in which it was resolved. The Navy may request the assistance of a consulting party to resolve an objection.

4. Amendments: This MOA may be amended when such an amendment is agreed to in writing by all signatories. The amendment will be effective on the date a copy signed by all of the signatories is filed with the ACHP.

5. Termination:

a. If any signatory to this MOA determines that its terms will not or cannot be carried out, that party shall immediately consult with the other signatories to attempt to develop an amendment per Stipulation 4, above. If within thirty (30) days (or another time period agreed to by all signatories) an amendment cannot be reached, any signatory may terminate the MOA upon written notification to the other signatories. Once the MOA is terminated, and prior to work continuing on the undertaking, the Navy must either (a) execute an MOA pursuant to 36 CFR § 800.6 or (b) request, take into account, and respond to the comments of the ACHP under 36 CFR § 800.7. The Navy shall notify the signatories as to the course of action it will pursue.

b. If the terms of this MOA are satisfied prior to its expiration date, the Navy shall provide written notification to the other signatories and concurring parties, and proceed to terminate this agreement.

6. Anti-Deficiency Act:

a. The Anti-Deficiency Act, 31 U.S.C. §1341, prohibits federal agencies from incurring an obligation of funds in advance of or in excess of available appropriates. Accordingly, the signatory parties agree that any requirement for the obligation of Navy funds arising from the terms of this MOA are subject to the availability of appropriated funds. The stipulations of this MOA will not be interpreted as requiring the obligation of appropriated funds in violation of the Anti-Deficiency Act.

b. The Navy will make reasonable and good faith efforts to secure the necessary funds to implement this MOA in its entirety. If compliance with the Anti-Deficiency Act alters or

impairs the Navy's ability to implement the stipulations of this agreement, the Navy will consult in accordance with the amendment and terminations procedures found at Stipulations 4 and 5 of this agreement.

Execution of this MOA by the Navy, the SHPO, and Escambia County and its submission to the Council in accordance with 36 CFR §800.6(b)(1)(iv), evidences that the Department of the Navy has taken into account the potential effects of the proposed transfer on historic properties and has met its obligations under Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. Section 306108 *et seq*) and complied with the Act's implementing regulations (36 C.F.R. Part 800 *et seq*).

SIGNATORIES:

DEPARTMENT OF THE NAVY

By: Calli Destafney Date: 12/5/16
C. R. DESTAFNEY, Region Environmental Director
Navy Region Southeast

By:

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
D.B. UNDERHILL, Chairman

_____
Deputy Clerk

Date: _____

Approved as to form and legal sufficiency.
By/Title: Asst. County Atty
Date: Dec. 12, 2016

BCC Approved: _____

FLORIDA DIVISION OF HISTORICAL RESOURCES

By: _____ Date: _____
TIMOTHY A. PARSONS, Ph.D., State Historic Preservation Officer

ADVISORY COUNCIL ON HISTORIC PRESERVATION

By: _____ Date: _____
JOHN M. FOWLER, Executive Director
Advisory Council on Historic Preservation

Legend

Installation Boundary/APE

NOLF Site 8 APE

0 1,000 2,000 Feet

1 Inch = 1,667 Feet

Image Date: 01/2012

Map Printed: 03/2014

N

EXHIBIT B

PRESERVATION COVENANT

(Text to be included in body of the deed from United States of America to the Board of County Commissioners of Escambia County)

In recognition of the fact that a Phase I Archaeological Survey is needed over the Property but has not yet been completed, and that GRANTEE, GRANTOR, and the Florida State Historic Preservation Officer (SHPO) have entered into a Memorandum of Agreement pursuant to Section 106 of the National Historic Preservation Act to address this fact, GRANTEE covenants on behalf of itself, its heirs, successors and assigns that by its acceptance of the Property and this deed from the GRANTOR, it shall maintain and preserve the Property as follows:

1. No ground disturbance by GRANTEE shall take place within the area currently known as NOLF Site 8 without prior notice to, consultation with, and express written permission of, the Florida Department of State Division of Historical Resources (DHR).

2. Such permission shall be dependent upon GRANTEE'S completion of a Phase I Archaeological Survey to determine if the NOLF Site 8 contains potentially significant archaeological resources.

3. If archaeological resources are found by GRANTEE as a result of the Phase I survey, then such permission may be dependent upon the required Phase II evaluation to determine the significance of archaeological resources as per National Register of Historic Places criteria.

4. If the site is found eligible for the National Register after Phase II, then a Phase III data recovery, alternative mitigation, or avoidance strategy will be required prior to undertaking further ground disturbance.

5. Any and all archaeological work and the resultant documentation completed by GRANTEE shall meet the Secretary of the Interior's Standards for Archeological Documentation within the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation (48 FR 44716) and the provisions of Chapter 1A-46, Florida Administrative Code.

6. Surveys shall be sent by GRANTEE to the following address: R.A. Gray Building, 500 South Bronough Street, Tallahassee, Florida 32399 Attention: Director Division of Historical Resources and State Historic Preservation Officer until such time as DHR provides a new notice address. All submittals shall reference DHR Project File No.: 2016-3981.

7. In the event of a violation of this covenant, and in addition to any remedy now or hereafter provided by law, the Florida SHPO may, following reasonable notice to the GRANTEE, institute suit to enjoin said violation. The successful party shall be entitled to

recover all costs or expenses incurred in connection with such suit, including all court costs and attorney's fees.

8. This covenant is binding on GRANTEE, its heirs, successors and assigns in perpetuity. The failure of the Florida SHPO to exercise any right or remedy granted under this instrument shall not have the effect of waiving or limiting the exercise of any other right or remedy or the use of such right or remedy at any other time.

This covenant shall be a binding servitude upon the Property and shall be deemed to run with the land. Execution of this covenant shall constitute conclusive evidence the GRANTEE agrees to be bound by the foregoing conditions and restrictions and to perform the obligations herein set forth.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11529 **County Attorney's Report** **9. 2.**
BCC Regular Meeting **Action**

Meeting Date: 01/05/2017
Issue: Scheduling Public Hearings for the Planning Board, BCC on LDC and Code of Ordinances Concerning the Infrastructure Maintenance Real Estate Disclosure
From: Alison Rogers, County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Infrastructure Maintenance Real Estate Disclosure Ordinance

That the Board take the following action:

A. Direct staff to take to the Planning Board on February 7, 2017, an amendment to the Land Development Code (LDC) ordinance amending Chapter 2, Article 5 "Subdivision," Section 2-5.7 "Final Plats," establishing a requirement for an infrastructure maintenance real estate disclosure; and

B. Authorize the scheduling of a Public Hearing on the Code of Ordinances for February 16, 2017 at 5:32 p.m. for consideration of adopting an ordinance amending Chapter 86, Article V, "Disclosure Regarding Abutting Roadways," Sections 86-161 through 86-170, adding a requirement that all infrastructure maintenance responsibilities in new subdivisions be disclosed by sellers prior to closing; and

C. Authorize the scheduling of a Public Hearing on the Land Development Code for February 16, 2017 at 5:33 p.m. for consideration of adopting an ordinance amending Chapter 2, Article 5 "Subdivision," Section 2-5.7 "Final Plats," establishing a requirement for an infrastructure maintenance real estate disclosure.

BACKGROUND:

At its Committee of the Whole Workshop on December 15, 2016, the Board directed staff to bring the infrastructure maintenance real estate disclosure ordinance that amends both the LDC and Code of Ordinances to public hearings.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Both public hearings for the February 16, 2017 Board meeting will advertise in the Saturday edition of the *Pensacola News Journal* on February 4, 2017.

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-11521 **County Attorney's Report** **9. 3.**
BCC Regular Meeting **Action**
Meeting Date: 01/05/2017
Issue: HESI/Transocean Claim Form
From: Alison Rogers, County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning HESI/Transocean Punitive Damages & Assigned Claims Settlements Form

That the Board take the following action:

A. Approve the HESI/Transocean Punitive Damages & Assigned Claims Settlements Form; and

B. Ratify the execution of the form by the County Administrator.

BACKGROUND:

By submitting the proposed claim form with supporting documentation, Escambia County may be eligible to receive settlement funds from the HESI/Transocean Punitive Damages & Assigned Claims Settlements Program for damages sustained by sixteen coastal properties owned by the County at the time of the oil spill incident in 2010. The claim form, which was previously executed and timely submitted, was due no later than December 15, 2016.

The HESI/Transocean claim will be pursued on behalf of the County by the law firm of Levin, Papantonio, Thomas, Mitchell, Rafferty, and Proctor, P.A., in accordance with the terms of the *Engagement and Contingency Fee Agreement,* dated December 12, 2011. As provided in the Agreement, the County will not be under any obligation to pay any attorneys' fees or costs unless a recovery is made, and the applicable fee shall be an 18% contingency fee of any recovery obtained.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The claim form was reviewed and approved by Assistant County Attorney, Kristin D. Hual.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

HESI/Transocean Claim Form

Must be
Postmarked
No Later Than
December 15, 2016

HESI/Transocean Punitive Damages &
Assigned Claims Settlements
PO Box 10260
Dublin, OH 43017-5760
1-877-940-7792
GulfSpillPunitiveDamagesSettlement.com

HSI

PART I - GENERAL INSTRUCTIONS

1. **IN MOST CASES YOU DO NOT NEED TO FILE A CLAIM FORM; IF YOU WERE A DEEPWATER HORIZON ECONOMIC AND PROPERTY DAMAGES SETTLEMENT (DHEPDS) CLAIMANT YOUR DHEPDS CLAIM WILL BE TRANSFERRED AUTOMATICALLY FOR REVIEW.** You are urged to carefully read the Distribution Model available for review or download from GulfSpillPunitiveDamagesSettlement.com.

   Old Class Assigned Claims also settled under the HESI and Transocean Settlements will not be allocated by the New Class Claims Administrator. **DO NOT FILE A NEW CLASS CLAIM** if your only potential eligibility is as an Old Class Assigned Claims class member.

   All capitalized terms used in the Claim Form shall have the same meaning as defined in the Distribution Model or Settlement Agreements; all are available for download at GulfSpillPunitiveDamagesSettlement.com or you may request mailed copies by calling 1-877-940-7792.

2. If you are **NOT** a member of the New Class OR the questions in Part II - "Should I File a Claim?" indicate you do not need to file a New Class claim, **DO NOT** submit a Claim Form.

   The value of the Settlement Fund will be reduced by the amount of administrative costs and expenses used to determine claims and notify claimants; filing unnecessary claims will reduce the amount of funds available for distribution to the New Class.

3. If after completing Part II - "Should I File a Claim?" you are not sure if you need to file a New Class claim, please contact the Claims Administrator at 1-877-940-7792 or email Questions@GulfSpillPunitiveDamagesSettlement.com.

4. **All Claim Forms must be postmarked no later than December 15, 2016.** Do not email Claim Forms. Mail your completed and signed Claim Form addressed to the Claims Administrator at:

   HESI/Transocean Punitive Damages &
   Assigned Claims Settlements
   c/o Garden City Group, LLC
   PO Box 10260
   Dublin, OH 43017-5760

5. All claims must be made by the individual(s) or entity that incurred the loss at the time of the Spill unless documentation can be provided demonstrating a transfer of that interest; this documentation may include, but is not limited to the following:

   For Individuals - In the event of death or incapacity, executors/administrators, guardians/conservators, and trustees may complete and sign the Claim Form, but they must provide proof of their authority (e.g., court appointment, power of attorney, letters testamentary/domiciliary/administration, copy of trust instrument, proof of succession, etc.).

   For Entities – Proof of transfer would include purchase agreement signed by all parties, dissolution documentation showing who received final disposition of assets.

Important - *This form should be completed IN CAPITAL LETTERS using BLACK or DARK BLUE ballpoint/fountain pen. Characters and marks used should be similar in the style to the following:*

ABCDEFGHIJKLMNOPQRSTUVWXYZ1234567 0

To view Garden City Group, LLC's Privacy Notice, please visit http://www.gardencitygroup.com/privacy

PART I - GENERAL INSTRUCTIONS (CONTINUED)

6. Claims will be delineated by taxpayer identification number for the claiming individual or entity in similar fashion to the handling by the Deepwater Horizon Economic & Property Damages Settlement (DHEPDS).

   The prior exception for Real Property held jointly by a married couple will continue; for this claim type only one claim by one spouse will encompass 100% of the interest in the real property owned by the married couple.

   Please remember to consult Part II - "Should I File a Claim?" to determine if a Claim Form is actually required in order to evaluate your claim for a HESI/Transocean punitive damages award.

7. If you are *eligible to file* a Claim Form this is not a guarantee that your claim will yield a punitive damages award value.

8. If Part II - "Should I File a Claim?" instructs you to file a Claim Form, you must fully complete the Claim Form and provide the required documentation. Additional documentation may be required. Failure to timely provide documentation as requested may result in rejection of your New Class claim.

PART II - SHOULD I FILE A CLAIM?

1. Are you a DHEPDS Class member that filed a "relevant claim type"[1] in the DHEPDS Program (also known as the Deepwater Horizon Economic Claims Center or "DHECC" or Court Supervised Settlement Program ("CSSP") from June 4, 2012 - June 8, 2015?

   ☐ Yes - Go to Question 1a ☐ No - Go to Question 2

   1a. Did you receive a payment from the DHEPDS Program?

   ☐ Yes - STOP; DO NOT FILE A NEW CLASS CLAIM. Your DHEPDS claim will transfer for consideration automatically. ☐ No - Go to Question 1b

   1b. Are you still waiting for a determination on your DHEPDS claim?

   ☐ Yes - Go to Question 4 ☐ No - Go to Question 1c

   1c. Was your DHEPDS Program claim denied because you had a valid DHEPDS Opt Out?

   ☐ Yes - Go to Question 8 ☐ No - Go to Question 1d

   1d. Was your DHEPDS Program claim denied for another reason or withdrawn after issuance of an FWA Investigation Notice?

   ☐ Yes - STOP; DO NOT FILE A NEW CLASS CLAIM.

   New Class claim determinations/eligibility will be based solely on the submissions already made to the DHEPDS and upon the determination(s) by the DHEPDS.

   Filing an additional claim cannot change your DHEPDS determination or award amount and will unnecessarily delay processing and payment of all claims in addition to increasing administrative costs, which must be paid from the Settlement Funds[2] before the pro rata distribution to New Class eligible claimants will occur.

   ☐ No - STOP; REQUEST ADDITIONAL ASSISTANCE.

   Call the HESI/Transocean Helpline at 1-877-940-7792 or email Questions@GulfSpillPunitiveDamagesSettlement.com to request assistance in determining if you need to file a Claim Form. Please contact the Claims Administrator at least two weeks in advance of the Claims Filing Deadline, December 15, 2016, if you require assistance.

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[1] A "relevant claim type" as used herein means claims for Coastal Real Property (CRP), Real Property Sales (RPS), Wetlands Real Property (WRP), Vessel Physical Damage, Seafood Compensation, Business Economic Loss (BEL) for Charterboat Operators (as identified by assigned NAICS code), Individual Economic Loss (IEL) for Charterboat crew members (as identified by assigned NAICS code), and/or Loss of Subsistence.

Claims for other categories such as Vessels of Opportunity Charter Payment, BEL claims for any business other than a Charterboat Operation (including Start-Up, Failed, Individual Periodic Vendor, and Festival Vendor), IEL for any profession except a Charterboat Crew member are not eligible for punitive damages under general maritime law and will not be considered for New Class inclusion; all eligible, payable DHEPDS claims will remain part of the Old Class Assigned Claims portion of the Settlements. The Old Class Assigned Claims allocation will be administered by the DHEPDS Claims Administrator, which is unrelated to the New Class claims process.

PART II - SHOULD I FILE A CLAIM? (CONTINUED)

2. Are you a person or entity that could have filed a claim with the DHEPDS (you were a DHEPDS Class member), but elected not to file a "relevant claim type" in the DHEPDS?

   ☐ Yes - Go to Question 4 ☐ No - Go to Question 3

3. Are you a person or entity who received payment from BP pursuant to a voluntary settlement with BP, other than a settlement through the Gulf Coast Claims Facility ("GCCF"), and which settlement did not include a release of claims for punitive damages against Halliburton and Transocean?

   ☐ Yes - COMPLETE THE CLAIM FORM BELOW. ☐ No - Go to Question 4

   All New Class claims will be subject to eligibility and documentation requirements for each specific claim type indicated by the claimant (CRP, WRP, RPS, Oyster Leaseholder, Vessel Physical Damage, Personal Property Damage >$500, Seafood Compensation, Charterboat Operator, Charterboat Crew, or Loss of Subsistence).

4. Are you a person or entity that filed a valid opt-out for the DHEPDS?

   ☐ Yes - Go to Question 8 ☐ No - Go to Question 5

5. Are you a person or entity that executed a GCCF Release and Covenant Not to Sue (other than those for bodily injury only) or BP Claims Process Full and Final Release, Settlement, and Covenant Not to Sue that gave up your rights to pursue claims for punitive damages from HESI and Transocean pursuant to your signed release?

   ☐ Yes - STOP; DO NOT FILE A CLAIM FORM. ☐ No - Go to Question 6

   If you gave up your right to pursue punitive damages from HESI and Transocean, you cannot be compensated from these settlements and your claim will be rejected.

6. Are you a person or entity that was "excluded" from participating in the DHEPDS (local governments, oil & gas industry, etc.)?

   ☐ Yes - Go to Question 8 ☐ No - Go to Question 7

7. Are you a person or entity that sustained personal property physical damage in excess of $500 as a result of the Deepwater Horizon Incident, but whose claim circumstance was not recognized under the DHEPDS Claim Types?

   ☐ Yes - Go to Question 8 ☐ No - STOP; DO NOT FILE A CLAIM FORM.

   Such persons and entities have received no compensatory damages and are barred from asserting claims for compensatory damages in the future as a result of the DHEPDS class-wide release. Consequently, no punitive damages may be awarded under the Distribution Model.

[2] The "Settlement Funds" refer to the combined values of the Settlement Agreements available for the benefit of the New Class.

PART II - SHOULD I FILE A CLAIM? (CONTINUED)

8. Based on your prior answers, you are either (a) an individual or entity who was not a DHEPDS Class member by virtue of the type of claim; (b) an individual or entity that was a DHEPDS "excluded" party;[3] or (c) validly Opted Out of the DHEPDS Class.

Have you preserved your rights in compliance with PTO 60?[4]

☐ Yes - COMPLETE THE CLAIM FORM BELOW.

Required documentation for such claimants shall include proof of claimant's timely preservation of its rights to a claim for damages by compliance with MDL-2179 Pretrial Order 60, or, if you settled your claim with Court-appointed Neutrals, provide a copy of your settlement agreement.

All New Class claims will be subject to eligibility and documentation requirements for each specific claim type indicated by the claimant (CRP, WRP, RPS, Oyster Leaseholder, Vessel Physical Damage, Personal Property Damage >$500, Seafood Compensation, Charterboat Operator, Charterboat Crew, or Loss of Subsistence).

☐ No - STOP; IF FILED, YOUR NEW CLASS CLAIM WILL BE VALUED AT $0.

Claims from claimants who were not included within the DHEPDS and are otherwise allowed to file a New Class claim will be assigned no value unless they adequately preserved their right to pursue damages by complying with PTO 60.

[3] Certain industries noted as "excluded" in the DHEPDS Agreement were allowed to file CRP and WRP claims; If you were among those exceptions, you will be barred from filing a New Class claim for any "relevant claim type" for which you had the right to file in the DHEPDS.

[4] MDL-2179 issued Pretrial Order 60 ("PTO 60") on March 29, 2016, requiring individuals and entities to preserve their rights to pursue a claim for damages by filing an individual law suit no later than May 2, 2016, unless an extension was granted by the Court for that party. PTO 60 is available on the "Court Documents" tab of the website, GulfSpillPunitiveDamagesSettlement.com.

PART III - CLAIMANT INFORMATION

Claimant Information:

Claimant Name (if filing on behalf of a business, enter the Business Name here):

ESCAMBIA COUNTY

Claimant Taxpayer Identification Number (Social Security/Individual Taxpayer Identification Number for Individuals or employer identification number for entities):

59-6000598

Address Line 1:

221 PALAFOX PLACE #420

Address Line 2:

City: PENSACOLA

State: FL **Zip Code:** 32502

Country: USA

Phone Number: 850-595-4947

Email Address:

JRBROWN@MYESCAMBIA.COM

PART III - CLAIMANT INFORMATION (CONTINUED)

Claimant/Business Representative Information (not attorney, not claims preparer):

Representative Name (if applicable):
JACK R. BROWN

Representative Title:
COUNTY ADMINISTRATOR

Address Line 1:
221 PALAFOX PLACE #420

Address Line 2:

City: PENSACOLA
State: FL
Zip Code: 32502

Country: USA
Phone Number: 850-595-4947

Email Address:
JRBROWN@MYESCAMBIA.COM

Attorney Information:

Attorney Firm Name (if applicable):
LEVIN PAPANTONIO ET AL

Attorney Name:
ANDREA R PRESTON

Firm Contact:
ANDREA R PRESTON

Address Line 1:
316 S BAYLEN ST #400

Address Line 2:

City: PENSACOLA
State: FL
Zip Code: 32502

Country: USA
Phone Number: 850-435-7074

Email Address:
ENVIRONMENTAL@LEVINLAW.COM

PART III - CLAIMANT INFORMATION (CONTINUED)

Claims Preparer Information:

Claims Preparer Firm Name (if applicable):

Claims Preparer Contact Party:

Address Line 1:

Address Line 2:

City: **State:** **Zip Code:**

Country: **Phone Number:** - -

Email Address:

PART IV - CLAIM FORM

Select the applicable claim types within each of the five Claim Categories by checking the appropriate boxes and completing the required information fields. At the end of each section is a Required Documentation Matrix; provide all required documentation with your completed, signed Claim Form. All of the Sworn Written Statements (SWS) listed in the matrix at the end of each Claim Category section are available for download on the Claim Form page of the settlement website, GulfSpillPunitiveDamagesSettlement.com.

Failing to fully complete the applicable sections of the Claim Form or provide documentation as requested will delay processing and may result in rejection of your claim; if you have questions, please contact the Claims Administrator for assistance at 1-877-940-7792 or email Questions@GulfSpillPunitiveDamagesSettlement.com for assistance.

ATTENTION: ALL NEW CLASS CLAIMANTS – REQUIRED DOCUMENTATION

Required Documentation

In addition to selecting any/all Claim Types by checking the appropriate boxes in the Claim Category sections below, all claimants must provide the required documentation listed in the matrix at the end of each Claim Category section. All of the Sworn Written Statements (SWS) listed in the matrix at the end of each Claim Category section are available for download on the Claim Form page of the settlement website, GulfSpillPunitiveDamagesSettlement.com. If you have questions about what documentation is required, please call 1-877-940-7792 or email Questions@GulfSpillPunitiveDamagesSettlement.com. Claims received without the required documentation may be rejected.

Pretrial Order 60 Compliance

New Class claims must be accompanied by documentation demonstrating compliance with PTO 60, which typically will be a copy of a timely-filed individual lawsuit bearing a Docket Number assigned by the MDL-2179 Court UNLESS you entered into a settlement directly with BP facilitated by the Court-appointed Neutrals; then you may wish to provide a copy of your settlement agreement to avoid any processing delays.

New Class claims received from claimants who have not complied with the requirements of PTO 60 will receive a value of $0.

Parties who settled with the GCCF or BP Claims Center have released their rights to punitive damages against HESI and Transocean and will not be eligible to participate. Do not file a claim if you have signed a GCCF Release and Covenant Not to Sue (other than those for bodily injury only) or BP Claims Process Full and Final Release, Settlement, and Covenant Not to Sue.

PART IV - CLAIM FORM (CONTINUED)

CLAIM CATEGORY I: REAL PROPERTY

☒ **COASTAL REAL PROPERTY** (inclusive of Personal Property loss/damage to structures on the premises due to the Spill)

Property Street Address:

NONE - PARCEL NUMBER: 15-3S-32-1001-000-024

City: PENSACOLA **State:** FL **Zip Code:** 32507

Owner(s) Name(s) and Percentage Ownership (attach additional sheet if more than two (2) owners):

Name: ESCAMBIA COUNTY **Percentage:** 100

Name: **Percentage:**

Describe any Personal Property/structure damages on this property associated with the Deepwater Horizon Incident (attach additional sheet if additional space is needed):

Item/Description: **Purchase Price:** $.

Damage Description: **Repair/Replacement Cost:** $.

☐ **WETLANDS REAL PROPERTY** (inclusive of Personal Property loss/damage to structures on the premises due to the Spill)

Parcel Identification Number:

County/Parish:

Owner(s) Name(s) and Percentage Ownership (attach additional sheet if more than two (2) owners):

Name: **Percentage:**

Name: **Percentage:**

Describe any Personal Property/structure damages on this property associated with the Deepwater Horizon Incident (attach additional sheet if additional space is needed):

Item/Description: **Purchase Price:** $.

Damage Description: **Repair/Replacement Cost:** $.

PART IV - CLAIM FORM (CONTINUED)

CLAIM CATEGORY I: REAL PROPERTY

☒ **COASTAL REAL PROPERTY** (inclusive of Personal Property loss/damage to structures on the premises due to the Spill)

Property Street Address:

NONE - PARCEL NUMBER: 14-3S-32-1001-000-148

City: PENSACOLA **State:** FL **Zip Code:** 32507

Owner(s) Name(s) and Percentage Ownership (attach additional sheet if more than two (2) owners):

Name: ESCAMBIA COUNTY **Percentage:** 100

Name: **Percentage:**

Describe any Personal Property/structure damages on this property associated with the Deepwater Horizon Incident (attach additional sheet if additional space is needed):

Item/Description: **Purchase Price:** $.

Damage Description: **Repair/Replacement Cost:** $.

☐ **WETLANDS REAL PROPERTY** (inclusive of Personal Property loss/damage to structures on the premises due to the Spill)

Parcel Identification Number:

County/Parish:

Owner(s) Name(s) and Percentage Ownership (attach additional sheet if more than two (2) owners):

Name: **Percentage:**

Name: **Percentage:**

Describe any Personal Property/structure damages on this property associated with the Deepwater Horizon Incident (attach additional sheet if additional space is needed):

Item/Description: **Purchase Price:** $.

Damage Description: **Repair/Replacement Cost:** $.

PART IV - CLAIM FORM (CONTINUED)

CLAIM CATEGORY I: REAL PROPERTY

☒ **COASTAL REAL PROPERTY** (inclusive of Personal Property loss/damage to structures on the premises due to the Spill)

Property Street Address:

NONE - PARCEL NUMBER: 14-3S-32-1001-003-148

City: PENSACOLA

State: FL

Zip Code: 32507

Owner(s) Name(s) and Percentage Ownership (attach additional sheet if more than two (2) owners):

Name: ESCAMBIA COUNTY **Percentage:** 100

Name: **Percentage:**

Describe any Personal Property/structure damages on this property associated with the Deepwater Horizon Incident (attach additional sheet if additional space is needed):

Item/Description: **Purchase Price:** $.

Damage Description: **Repair/Replacement Cost:** $.

☐ **WETLANDS REAL PROPERTY** (inclusive of Personal Property loss/damage to structures on the premises due to the Spill)

Parcel Identification Number:

County/Parish:

Owner(s) Name(s) and Percentage Ownership (attach additional sheet if more than two (2) owners):

Name: **Percentage:**

Name: **Percentage:**

Describe any Personal Property/structure damages on this property associated with the Deepwater Horizon Incident (attach additional sheet if additional space is needed):

Item/Description: **Purchase Price:** $.

Damage Description: **Repair/Replacement Cost:** $.

PART IV - CLAIM FORM (CONTINUED)

CLAIM CATEGORY I: REAL PROPERTY

☒ **COASTAL REAL PROPERTY** (inclusive of Personal Property loss/damage to structures on the premises due to the Spill)

Property Street Address:

NONE - PARCEL NUMBER: 14-3S-32-1001-100-170

City: PENSACOLA **State:** FL **Zip Code:** 32507

Owner(s) Name(s) and Percentage Ownership (attach additional sheet if more than two (2) owners):

Name: ESCAMBIA COUNTY **Percentage:** 100

Name: **Percentage:**

Describe any Personal Property/structure damages on this property associated with the Deepwater Horizon Incident (attach additional sheet if additional space is needed):

Item/Description: **Purchase Price:** $.

Damage Description: **Repair/Replacement Cost:** $.

☐ **WETLANDS REAL PROPERTY** (inclusive of Personal Property loss/damage to structures on the premises due to the Spill)

Parcel Identification Number:

County/Parish:

Owner(s) Name(s) and Percentage Ownership (attach additional sheet if more than two (2) owners):

Name: **Percentage:**

Name: **Percentage:**

Describe any Personal Property/structure damages on this property associated with the Deepwater Horizon Incident (attach additional sheet if additional space is needed):

Item/Description: **Purchase Price:** $.

Damage Description: **Repair/Replacement Cost:** $.

PART IV - CLAIM FORM (CONTINUED)

CLAIM CATEGORY I: REAL PROPERTY

☒ **COASTAL REAL PROPERTY** (inclusive of Personal Property loss/damage to structures on the premises due to the Spill)

Property Street Address: 406 S 2ND ST

City: PENSACOLA **State:** FL **Zip Code:** 32507

Owner(s) Name(s) and Percentage Ownership (attach additional sheet if more than two (2) owners):

Name: ESCAMBIA COUNTY **Percentage:** 100

Name: **Percentage:**

Describe any Personal Property/structure damages on this property associated with the Deepwater Horizon Incident (attach additional sheet if additional space is needed):

Item/Description: **Purchase Price:** $.

Damage Description: **Repair/Replacement Cost:** $.

☐ **WETLANDS REAL PROPERTY** (inclusive of Personal Property loss/damage to structures on the premises due to the Spill)

Parcel Identification Number:

County/Parish:

Owner(s) Name(s) and Percentage Ownership (attach additional sheet if more than two (2) owners):

Name: **Percentage:**

Name: **Percentage:**

Describe any Personal Property/structure damages on this property associated with the Deepwater Horizon Incident (attach additional sheet if additional space is needed):

Item/Description: **Purchase Price:** $.

Damage Description: **Repair/Replacement Cost:** $.

PART IV - CLAIM FORM (CONTINUED)

CLAIM CATEGORY I: REAL PROPERTY

☒ **COASTAL REAL PROPERTY** (inclusive of Personal Property loss/damage to structures on the premises due to the Spill)

Property Street Address:

NONE - PARCEL NUMBER: 51-2S-30-7062-029-030

City: PENSACOLA **State:** FL **Zip Code:** 32507

Owner(s) Name(s) and Percentage Ownership (attach additional sheet if more than two (2) owners):

Name: ESCAMBIA COUNTY **Percentage:** 100

Name: **Percentage:**

Describe any Personal Property/structure damages on this property associated with the Deepwater Horizon Incident (attach additional sheet if additional space is needed):

Item/Description: **Purchase Price:** $.

Damage Description: **Repair/Replacement Cost:** $.

☐ **WETLANDS REAL PROPERTY** (inclusive of Personal Property loss/damage to structures on the premises due to the Spill)

Parcel Identification Number:

County/Parish:

Owner(s) Name(s) and Percentage Ownership (attach additional sheet if more than two (2) owners):

Name: **Percentage:**

Name: **Percentage:**

Describe any Personal Property/structure damages on this property associated with the Deepwater Horizon Incident (attach additional sheet if additional space is needed):

Item/Description: **Purchase Price:** $.

Damage Description: **Repair/Replacement Cost:** $.

PART IV - CLAIM FORM (CONTINUED)

CLAIM CATEGORY I: REAL PROPERTY

☒ **COASTAL REAL PROPERTY** (inclusive of Personal Property loss/damage to structures on the premises due to the Spill)

Property Street Address:
401 PENSACOLA BEACH BLVD

City: PENSACOLA BEACH **State:** FL **Zip Code:** 32561

Owner(s) Name(s) and Percentage Ownership (attach additional sheet if more than two (2) owners):

Name: ESCAMBIA COUNTY **Percentage:** 100

Name: **Percentage:**

Describe any Personal Property/structure damages on this property associated with the Deepwater Horizon Incident (attach additional sheet if additional space is needed):

Item/Description: **Purchase Price:** $.

Damage Description: **Repair/Replacement Cost:** $.

☐ **WETLANDS REAL PROPERTY** (inclusive of Personal Property loss/damage to structures on the premises due to the Spill)

Parcel Identification Number:

County/Parish:

Owner(s) Name(s) and Percentage Ownership (attach additional sheet if more than two (2) owners):

Name: **Percentage:**

Name: **Percentage:**

Describe any Personal Property/structure damages on this property associated with the Deepwater Horizon Incident (attach additional sheet if additional space is needed):

Item/Description: **Purchase Price:** $.

Damage Description: **Repair/Replacement Cost:** $.

PART IV - CLAIM FORM (CONTINUED)

CLAIM CATEGORY I: REAL PROPERTY

☒ **COASTAL REAL PROPERTY** (inclusive of Personal Property loss/damage to structures on the premises due to the Spill)

Property Street Address:
900 BLK FT PICKENS RD

City: PENSACOLA BEACH **State:** FL **Zip Code:** 32561

Owner(s) Name(s) and Percentage Ownership (attach additional sheet if more than two (2) owners):

Name: ESCAMBIA COUNTY **Percentage:** 100

Name: **Percentage:**

Describe any Personal Property/structure damages on this property associated with the Deepwater Horizon Incident (attach additional sheet if additional space is needed):

Item/Description: **Purchase Price:** $.

Damage Description: **Repair/Replacement Cost:** $.

☐ **WETLANDS REAL PROPERTY** (inclusive of Personal Property loss/damage to structures on the premises due to the Spill)

Parcel Identification Number:

County/Parish:

Owner(s) Name(s) and Percentage Ownership (attach additional sheet if more than two (2) owners):

Name: **Percentage:**

Name: **Percentage:**

Describe any Personal Property/structure damages on this property associated with the Deepwater Horizon Incident (attach additional sheet if additional space is needed):

Item/Description: **Purchase Price:** $.

Damage Description: **Repair/Replacement Cost:** $.

PART IV - CLAIM FORM (CONTINUED)

CLAIM CATEGORY I: REAL PROPERTY

☒ **COASTAL REAL PROPERTY** (inclusive of Personal Property loss/damage to structures on the premises due to the Spill)

Property Street Address:

5700 CORONADA BLVD

City: PENSACOLA **State:** FL **Zip Code:** 32507

Owner(s) Name(s) and Percentage Ownership (attach additional sheet if more than two (2) owners):

Name: ESCAMBIA COUNTY **Percentage:** 100

Name: **Percentage:**

Describe any Personal Property/structure damages on this property associated with the Deepwater Horizon Incident (attach additional sheet if additional space is needed):

Item/Description: **Purchase Price:** $.

Damage Description: **Repair/Replacement Cost:** $.

☐ **WETLANDS REAL PROPERTY** (inclusive of Personal Property loss/damage to structures on the premises due to the Spill)

Parcel Identification Number:

County/Parish:

Owner(s) Name(s) and Percentage Ownership (attach additional sheet if more than two (2) owners):

Name: **Percentage:**

Name: **Percentage:**

Describe any Personal Property/structure damages on this property associated with the Deepwater Horizon Incident (attach additional sheet if additional space is needed):

Item/Description: **Purchase Price:** $.

Damage Description: **Repair/Replacement Cost:** $.

PART IV - CLAIM FORM (CONTINUED)

CLAIM CATEGORY I: REAL PROPERTY

☒ **COASTAL REAL PROPERTY** (inclusive of Personal Property loss/damage to structures on the premises due to the Spill)

Property Street Address:

NONE - PARCEL NUMBER: 28-2S-26-0900-000-000

City: PENSACOLA BEACH **State:** FL **Zip Code:** 32562

Owner(s) Name(s) and Percentage Ownership (attach additional sheet if more than two (2) owners):

Name: Escambia County, by and through its agent, Santa Rosa Island Authority **Percentage:** 100

Name: **Percentage:**

Describe any Personal Property/structure damages on this property associated with the Deepwater Horizon Incident (attach additional sheet if additional space is needed):

Item/Description: **Purchase Price:** $.

Damage Description: **Repair/Replacement Cost:** $.

☐ **WETLANDS REAL PROPERTY** (inclusive of Personal Property loss/damage to structures on the premises due to the Spill)

Parcel Identification Number:

County/Parish:

Owner(s) Name(s) and Percentage Ownership (attach additional sheet if more than two (2) owners):

Name: **Percentage:**

Name: **Percentage:**

Describe any Personal Property/structure damages on this property associated with the Deepwater Horizon Incident (attach additional sheet if additional space is needed):

Item/Description: **Purchase Price:** $.

Damage Description: **Repair/Replacement Cost:** $.

PART IV - CLAIM FORM (CONTINUED)

CLAIM CATEGORY I: REAL PROPERTY

☒ **COASTAL REAL PROPERTY** (inclusive of Personal Property loss/damage to structures on the premises due to the Spill)

Property Street Address:

735 PENSACOLA BEACH BLVD

City: PENSACOLA BEACH **State:** FL **Zip Code:** 32562

Owner(s) Name(s) and Percentage Ownership (attach additional sheet if more than two (2) owners):

Name: Escambia County, by and through its agent, Santa Rosa Island Authority **Percentage:** 100

Name: **Percentage:**

Describe any Personal Property/structure damages on this property associated with the Deepwater Horizon Incident (attach additional sheet if additional space is needed):

Item/Description: **Purchase Price:** $.

Damage Description: **Repair/Replacement Cost:** $.

☐ **WETLANDS REAL PROPERTY** (inclusive of Personal Property loss/damage to structures on the premises due to the Spill)

Parcel Identification Number:

County/Parish:

Owner(s) Name(s) and Percentage Ownership (attach additional sheet if more than two (2) owners):

Name: **Percentage:**

Name: **Percentage:**

Describe any Personal Property/structure damages on this property associated with the Deepwater Horizon Incident (attach additional sheet if additional space is needed):

Item/Description: **Purchase Price:** $.

Damage Description: **Repair/Replacement Cost:** $.

PART IV - CLAIM FORM (CONTINUED)

CLAIM CATEGORY I: REAL PROPERTY

☒ **COASTAL REAL PROPERTY** (inclusive of Personal Property loss/damage to structures on the premises due to the Spill)

Property Street Address:
41 FORT PICKENS RD

City: PENSACOLA BEACH **State:** FL **Zip Code:** 32562

Owner(s) Name(s) and Percentage Ownership (attach additional sheet if more than two (2) owners):

Name: Escambia County, by and through its agent, Santa Rosa Island Authority **Percentage:** 100

Name: **Percentage:**

Describe any Personal Property/structure damages on this property associated with the Deepwater Horizon Incident (attach additional sheet if additional space is needed):

Item/Description: **Purchase Price:** $.

Damage Description: **Repair/Replacement Cost:** $.

☐ **WETLANDS REAL PROPERTY** (inclusive of Personal Property loss/damage to structures on the premises due to the Spill)

Parcel Identification Number:

County/Parish:

Owner(s) Name(s) and Percentage Ownership (attach additional sheet if more than two (2) owners):

Name: **Percentage:**

Name: **Percentage:**

Describe any Personal Property/structure damages on this property associated with the Deepwater Horizon Incident (attach additional sheet if additional space is needed):

Item/Description: **Purchase Price:** $.

Damage Description: **Repair/Replacement Cost:** $.

PART IV - CLAIM FORM (CONTINUED)

CLAIM CATEGORY I: REAL PROPERTY

☒ **COASTAL REAL PROPERTY** (inclusive of Personal Property loss/damage to structures on the premises due to the Spill)

Property Street Address:

NONE - PARCEL NUMBER: 28-2S-26-2000-002-003

City: PENSACOLA BEACH **State:** FL **Zip Code:** 32562

Owner(s) Name(s) and Percentage Ownership (attach additional sheet if more than two (2) owners):

Name:	Percentage:
Escambia County, by and through its agent, Santa Rosa Island Authority	100

Describe any Personal Property/structure damages on this property associated with the Deepwater Horizon Incident (attach additional sheet if additional space is needed):

Item/Description:	Purchase Price:
	$.

Damage Description:	Repair/Replacement Cost:
	$.

☐ **WETLANDS REAL PROPERTY** (inclusive of Personal Property loss/damage to structures on the premises due to the Spill)

Parcel Identification Number:

County/Parish:

Owner(s) Name(s) and Percentage Ownership (attach additional sheet if more than two (2) owners):

Name:	Percentage:

Describe any Personal Property/structure damages on this property associated with the Deepwater Horizon Incident (attach additional sheet if additional space is needed):

Item/Description:	Purchase Price:
	$.

Damage Description:	Repair/Replacement Cost:
	$.

PART IV - CLAIM FORM (CONTINUED)

CLAIM CATEGORY I: REAL PROPERTY

☒ **COASTAL REAL PROPERTY** (inclusive of Personal Property loss/damage to structures on the premises due to the Spill)

Property Street Address:

NONE - PARCEL NUMBER: 28-2S-26-2000-010-004

City: PENSACOLA BEACH

State: FL

Zip Code: 32562

Owner(s) Name(s) and Percentage Ownership (attach additional sheet if more than two (2) owners):

Name: Escambia County, by and through its agent, Santa Rosa Island Authority

Percentage: 100

Name:

Percentage:

Describe any Personal Property/structure damages on this property associated with the Deepwater Horizon Incident (attach additional sheet if additional space is needed):

Item/Description:

Purchase Price: $.

Damage Description:

Repair/Replacement Cost: $.

☐ **WETLANDS REAL PROPERTY** (inclusive of Personal Property loss/damage to structures on the premises due to the Spill)

Parcel Identification Number:

County/Parish:

Owner(s) Name(s) and Percentage Ownership (attach additional sheet if more than two (2) owners):

Name:

Percentage:

Name:

Percentage:

Describe any Personal Property/structure damages on this property associated with the Deepwater Horizon Incident (attach additional sheet if additional space is needed):

Item/Description:

Purchase Price: $.

Damage Description:

Repair/Replacement Cost: $.

PART IV - CLAIM FORM (CONTINUED)

CLAIM CATEGORY I: REAL PROPERTY

☒ **COASTAL REAL PROPERTY** (inclusive of Personal Property loss/damage to structures on the premises due to the Spill)

Property Street Address:

NONE - PARCEL NUMBER: 28-2S-26-2600-000-043

City: PENSACOLA BEACH **State:** FL **Zip Code:** 32561

Owner(s) Name(s) and Percentage Ownership (attach additional sheet if more than two (2) owners):

Name: Escambia County, by and through its agent, Santa Rosa Island Authority **Percentage:** 100

Name: **Percentage:**

Describe any Personal Property/structure damages on this property associated with the Deepwater Horizon Incident (attach additional sheet if additional space is needed):

Item/Description: **Purchase Price:** $.

Damage Description: **Repair/Replacement Cost:** $.

☐ **WETLANDS REAL PROPERTY** (inclusive of Personal Property loss/damage to structures on the premises due to the Spill)

Parcel Identification Number:

County/Parish:

Owner(s) Name(s) and Percentage Ownership (attach additional sheet if more than two (2) owners):

Name: **Percentage:**

Name: **Percentage:**

Describe any Personal Property/structure damages on this property associated with the Deepwater Horizon Incident (attach additional sheet if additional space is needed):

Item/Description: **Purchase Price:** $.

Damage Description: **Repair/Replacement Cost:** $.

PART IV - CLAIM FORM (CONTINUED)

CLAIM CATEGORY I: REAL PROPERTY

☒ **COASTAL REAL PROPERTY** (inclusive of Personal Property loss/damage to structures on the premises due to the Spill)

Property Street Address:

NONE - PARCEL NUMBER: 28-2S-26-2150-005-013

City: PENSACOLA BEACH **State:** FL **Zip Code:** 32562

Owner(s) Name(s) and Percentage Ownership (attach additional sheet if more than two (2) owners):

Name: Escambia County, by and through its agent, Santa Rosa Island Authority **Percentage:** 100

Name: **Percentage:**

Describe any Personal Property/structure damages on this property associated with the Deepwater Horizon Incident (attach additional sheet if additional space is needed):

Item/Description: **Purchase Price:** $.

Damage Description: **Repair/Replacement Cost:** $.

☐ **WETLANDS REAL PROPERTY** (inclusive of Personal Property loss/damage to structures on the premises due to the Spill)

Parcel Identification Number:

County/Parish:

Owner(s) Name(s) and Percentage Ownership (attach additional sheet if more than two (2) owners):

Name: **Percentage:**

Name: **Percentage:**

Describe any Personal Property/structure damages on this property associated with the Deepwater Horizon Incident (attach additional sheet if additional space is needed):

Item/Description: **Purchase Price:** $.

Damage Description: **Repair/Replacement Cost:** $.

❑ REAL PROPERTY SALES

Property Street Address:

City: **State:** **Zip Code:**

2010 Property Tax Parcel Identification Number: **County/Parish:**

Owner(s) Name(s) and Percentage Ownership (attach additional sheet if more than two (2) owners):

Name: **Percentage:**

Name: **Percentage:**

Date of Purchase Contract: / / 2010

Date of Purchase Contract Amendment (if applicable, add additional sheet if needed) / / 2010

Date of Closing: / / 2010

Closing Price: $.

❑ OYSTER LEASEHOLDER

Oyster Lease Numbers (attach an additional sheet if needed):

Lease Details/Geographic Boundaries:

Lease Issued By:

Sublease: ❑ Yes ❑ No **Co-Lessor:** ❑ Yes ❑ No

Real Property Required Documentation Matrix:

Documentation Required	Coastal Real Property	Wetlands Real Property	Real Property Sales	Oyster Leaseholder
2010 Property Tax Bill	X	X		
Deed showing ownership on 4/20/2010	X[4]	X	X	
Lease w/ Proof of Payment	X[5]			
Purchase contract and any amendments			X	
Proof of transaction closing: HUD statement, closing statement, deed of transfer			X	
2010 Oyster Lease(s)				X
Oyster Leaseholder Claimant Sworn Written Statement (SWS-4)				X
For claims including damage to Personal Property at the real property location, include: Personal Property Damage Claimant Sworn Written Statement (SWS-1) and supporting documentation	X	X		

[4] Required if you owned the Parcel or Deeded Boat Slip.

[5] Required if you owned the Parcel or Deeded Boat Slip and leased it to someone else for 60 days or longer or if you leased the Parcel from someone else for 60 days or longer at any time between April 20, 2010 and December 31, 2010.

PART IV - CLAIM FORM (CONTINUED)

CLAIM CATEGORY II: PERSONAL PROPERTY DAMAGE

❑ VESSEL PHYSICAL DAMAGE

❑ PERSONAL PROPERTY DAMAGE IN EXCESS OF $500

Personal Property Required Documentation Matrix:

Documentation Required	Personal Property Damages >$500 unrelated to Real Property	Vessel Physical Damage
Personal Property Damage Claimant Sworn Written Statement (SWS-1) and supporting documentation	X	
Vessel Physical Damage Claimant Sworn Written Statement (SWS-9) and supporting documentation		X
2010 Vessel Registration		X
Vessel Title		X

CLAIM CATEGORY III: COMMERCIAL FISHERMEN

Compensable Seafood Claim Types fished in 2010:	Operator Type(s) claimed:	
	Non-Menhaden:	Menhaden:
❑ Menhaden ❑ Shrimp ❑ Oyster ❑ Finfish ❑ Finfish Individual Fishing Quota ❑ Blue Crab ❑ Other Seafood	❑ Vessel Owner ❑ Vessel Lessee ❑ Boat Captain ❑ Seafood Crew (Non-Menhaden) ❑ Leaseholder Lost Interest (Includes Harvester if Applicable)	❑ Vessel Owner/Lessee ❑ Boat Captain ❑ Boat Pilot ❑ Mate ❑ Fisherman ❑ Chief Engineer ❑ 2nd Engineer ❑ Aerial Spotter ❑ Cook

All Seafood Claim/Operator Types:

2010 Vessel Name(s):

2010 Vessel Owner Name(s):

2010 Boat Captain(s) Name(s):

2010 Home Port:

Vessel Registration Number (State & Federal, if known):

PART IV - CLAIM FORM (CONTINUED)

Shrimp Seafood Claim Type ONLY:

Vessel Length:

Cooling Mechanism: ❑ Ice ❑ Freezer

Seafood Compensation Required Documentation Matrices:

Documentation Required	Menhaden Vessel Owner/ Lessee	Menhaden - All Other Operator Types
Proof of vessel ownership/lease 4/20/2010 - 12/31/2010	X	
Vessel Commercial Fishing Licenses 2009/2010 (one per vessel claimed)	X	
Vessel Name/Registration Number (state & federal, all vessels claimed)	X	
Gulf Coast Area Home Port Proof 4/20/2010-12/31/2010	X	
Vessel Boat Captain Status Claimant Sworn Written Statement (SWS-6) and supporting documentation	X	
2010 Boat Captain's license, if applicable		X
2010 W-2 related to Menhaden Fishing		X
2010 Tax Returns	X	X
Employment Contract/Catch Share Contract for 2010 (if available)		X
Vessel Log, Captain's Log, Share Sheets, Sales/Production reports, as available	X	

Documentation Required	Shrimp Vessel Owner	Shrimp Vessel Lessee	Shrimp Boat Captain
Proof of vessel ownership 4/20/2010 - 12/31/2010[6]	X		
Vessel Commercial Fishing License 2009/2010	X	X	
Vessel Name/Registration Number (state & fed)	X	X	
Gulf Coast Area Home Port or Landings Proof 4/20/2010-4/16/2012	X	X	
Vessel Ownership-Lease Status Claimant Sworn Written Statement (SWS-7) and supporting documentation	X	X	
Vessel Boat Captain Status Claimant Sworn Written Statement (SWS-6) and supporting documentation	X	X	
Boat Captain's license 2009/2010			X
Proof of Boat Captain employment 4/20/2010-4/16/2012 on vessel(s) home ported or with landings in the Gulf Coast Areas			X
2010 Tax Returns	X	X	X
Proof of vessel size & cooling mechanism (ice or freezer)	X	X	X
Vessel Log, Captain's Log, Share Sheets, Sales/Production reports, if available	X	X	X

[6] Options include: vessel registration, trip tickets with vessel registration information, federal registration information on federal fisheries permits, state/federal registration database information, saltwater products license showing vessel registration numbers, vessel registration receipts or vessel title. In all instances the documentation must be for the proper time period.

PART IV - CLAIM FORM (CONTINUED)

Documentation Required	Seafood Crew	Individual Fishing Quotas (IFQ)
Seafood Crew Compensation Plan Claimant Sworn Written Statement (SWS-2) and supporting documentation	X	
Individual Fishing Quota Claimant Sworn Written Statement (SWS-5) and supporting documentation		X

Documentation Required	Oyster				Finfish, Blue Crab, and Other Seafood		
	Leaseholder Lost Interest[7]	Vessel Owner	Vessel Lessee	Boat Captain	Vessel Owner	Vessel Lessee	Boat Captain
Proof of vessel ownership 4/20/2010 - 12/31/2010		X			X		
Proof of oyster bed leasehold 4/20/2010 – 12/31/2010	X						
Vessel Commercial Fishing License 2009/2010		X	X		X	X	
Vessel Name/Registration Number (state & federal)			X		X	X	
Gulf Coast Area Home Port Proof 4/20/2010-12/31/2010					X	X	
Oyster Leaseholder Claimant Sworn Written Statement (SWS-4) and supporting documentation		X	X		X	X	
Vessel Boat Captain Status Claimant Sworn Written Statement (SWS-6) and supporting documentation		X	X		X	X	
Boat Captain's license 2009/2010 (issued before 4/20/2010 for Oyster claims)				X			X
Proof of Boat Captain employment 4/20/2010-4/16/2012 on vessel(s) home ported or with landings in the Gulf Coast Areas				X			X
2010 Tax Returns	X	X	X	X	X	X	X
Vessel Log, Captain's Log, Share Sheets, Sales/ Production reports, if available		X	X	X	X	X	X
Proof of Gulf Coast Area landings 2010		X	X	X			
Contract/agreement for harvesting for Zone A, B, or C leases	X						
Oyster Leaseholder Claimant Sworn Written Statement (SWS-4) and supporting documentation	X						

CLAIM CATEGORY IV: CHARTERBOAT

❑ CHARTERBOAT OPERATOR

❑ CHARTERBOAT CREW

[7] Oyster Leaseholder Lost Interest and Vessel Lessee/Operator claims will be combined and will use the Oyster Combined Harvester and Leaseholder median; documentation for both of the appropriate categories should be provided by the claimant.

PART IV - CLAIM FORM (CONTINUED)

Charterboat Required Documentation Matrix:

Documentation Required	Charterboat Operator	Charterboat Crew
2010 Charterboat License	X	
Proof of vessel ownership/lease 4/20/2010 - 12/31/2010	X	
Vessel Name/Registration Number (state & federal, all vessels claimed)	X	
Gulf Coast Area Home Port Proof 4/20/2010 - 12/31/2010	X	
Charterboat Operator/Crew Claimant Sworn Written Statement (SWS-3) (sections A and B only) and supporting documentation	X	
Charterboat Operator/Crew Claimant Sworn Written Statement (SWS-3) (sections A and C only) and supporting documentation		X

CLAIM CATEGORY V: LOSS OF SUBSISTENCE

☐ LOSS OF SUBSISTENCE

Loss of Subsistence Required Documentation Matrix:

Documentation Required	Loss of Subsistence
Loss of Subsistence Claimant Sworn Written Statement (SWS-8)	X

PART V - CERTIFICATION RELEASE & SIGNATURE

Certification

I certify and declare under penalty of perjury pursuant to 28 U.S.C. Section 1746 that the information provided in this Claim Form is true and accurate to the best of my knowledge, and that supporting documents attached to or submitted in connection with this form and the information contained therein are true, accurate, and complete to the best of my knowledge, and I understand that false statements or claims made in connection with this Claim Form may result in fines, imprisonment, and/or any other remedy available by law to the Federal Government, and that suspicious claims will be forwarded to federal, state, and local law enforcement agencies for possible investigation and prosecution. By submitting this Claim Form, I consent to the use and disclosure by the Claims Administrator and those assisting the Claims Administrator of any information about me that they believe necessary and/or helpful to process my claim for compensation and any payment resulting from that claim.

Signature: _____ Title (if applicable): County Administrator

Printed Name: Jack R. Brown Date: December 13, 2016

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11519 **County Attorney's Report** **9. 1.**
BCC Regular Meeting **Information**
Meeting Date: 01/05/2017
Issue: Technical Assistance Advisement 16A-020
From: Kristin Hual, Assistant County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Technical Assistance Advisement (TAA) 16A-020 relating to sales and use tax liability for fees paid by the library café concessionaire

That the Board accept the following information concerning TAA 16A-020 from the Florida Department of Revenue (DOR) relating to sales and use tax liability for fees paid by the library café concessionaire:

On July 19, 2016, the County entered into an agreement with Solo Caffe for the provision of food and drink concessionaire services within the Downtown Main Library Facility. Per the terms of the agreement, the concessionaire will pay the County a monthly fee equal to a percentage of the net sales, which is defined as gross sales less applicable sales taxes.

On October 12, 2016, the County Attorney's Office requested a TAA from the Florida DOR's Technical Assistance and Dispute Resolution Division to determine whether the DOR would consider the monthly fee paid pursuant to the agreement taxable as payment for a license to use space. The County asserted that the agreement was not taxable where the fees would be paid as consideration for an exclusive license to provide a service, and if construed as a monthly lease payment, the fees would be exempt from sales tax where the food and drink concessionaire services are provided within the premises of a *publicly owned recreational facility* pursuant to §212.031(1)(a)(10), Florida Statutes.

In response, on December 12, 2016, the DOR issued a TAA concluding that the monthly fee paid to the County is exempt from sales and use tax where the County's public library facility qualifies as a *publicly owned recreational facility* as defined by statute.

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

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-11520 **County Attorney's Report** **9. 2.**
BCC Regular Meeting **Information**
Meeting Date: 01/05/2017
Issue: Wells Fargo Bank, N.A. v. Fred Martin, et al.
From: Kristin Hual, Assistant County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning *Wells Fargo Bank, N.A. v. Fred Martin, et al.*; Case No. 2015 CA 000288

That the Board accept the following information in the matter of *Wells Fargo Bank, N.A. v. Fred Martin, et al.:*

Escambia County was previously joined as a Defendant in the above referenced foreclosure action involving certain real property owned by Fred Martin. The County retained an interest in the property by virtue of a Neighborhood Stabilization Program (NSP) Mortgage and Security Agreement in the sum of $30,252.00 and a State Housing Initiatives Partnership (SHIP) Lien Agreement in the total undepreciated amount of $15,000.00. Both interests were subordinate to the Plaintiff's mortgage interest. Following the entry of final judgment and the sale of the subject property, a surplus was retained by the Clerk. Upon the County's Motion for Disbursement of Surplus Funds, the County recovered the surplus funds held in the court's registry totaling $6,132.35 as partial satisfaction of the County's interest.

BACKGROUND:

N/A

BUDGETARY IMPACT:

The funds will be deposited in the Escambia Affordable Housing Fund.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.