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 – March 1, 2018 – 5:30 p.m.
Ernie Lee Magaha Government Building – First Floor

1. Call to Order.

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

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

2. Invocation – Commissioner Underhill.

3. Pledge of Allegiance to the Flag.

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

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

5. Commissioners' Forum.

6. Proclamations.

Recommendation: That the Board adopt the following Proclamations:

A. The Proclamation commending and congratulating Julie Gonzalez, an Administrative Supervisor in the Waste Services Department, on her selection as "Employee of the Month" for March 2018;

B. The Proclamation proclaiming the month of March 2018 as National Social Work Month and calling upon all citizens to join the National Association of Social Workers in celebration and support of the Social Work Profession; and

C. The Proclamation commending and congratulating Pastor Robert L. Likely and Mrs. Rhonda Likely, for 30 years of faithful and dedicated service to the Church and the community.

7. Written Communication

A. December 1, 2017, communication from Berry Leonard requesting full lien release for 25 East Devane Street and 120 West Johnson Avenue.

Recommendation: That the Board review and consider the lien relief requests made by Berry Leonard, owner of both properties, against properties 25 East Devane Street and 120 West Johnson Avenue.

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

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

Mr. Leonard made a written request for lien relief in December 2017. His request is for a full release of liens on both properties located at 25 East Devane Street and 120 West Johnson Avenue. Current Board's Policy does not allow the County Administrator to provide this type of relief.

B. February 7, 2018 - Communication from James D. Homyak, of Pelican Real Estate, requesting that the Board, as part of the real estate closing, waive the automatic reservation of oil, gas and other minerals as provided in 270.11(3), Florida Statutes, as part of the sales transaction for the following properties: 13 Elegans Avenue; Pensacola, Florida 32507; Tax Account Number 08-4039-000 and 200 Block Seamarge Lane; Pensacola, Florida 32507; Tax Account Number 08-4370-000.

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

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

9. Reports:

CLERK & COMPTROLLER'S REPORT

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

I. Consent Agenda

1. Recommendation Concerning Acceptance of the January 31, 2018 Investment Report

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended January 31, 2018, as required by Ordinance Number 95-13; on January 31, 2018, the portfolio market value was $387,542,215 and portfolio earnings totaled $162,213 for the month; the short-term portfolio yield 1.23%, which should be compared to the S&P Government Index Pool Index 30 Day benchmark of 1.34%; the long-term CORE portfolio achieved a yield of 2.20%, which should be compared to the Merrill Lynch 1-5 Year Treasury Index benchmark of 2.24%.

2. Recommendation Concerning Acceptance of TDT Collection Data for the December 2017 Returns Received in January 2018

That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the December 2017 returns received in the month of January 2018, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the fourth month of collections for the Fiscal Year 2018; total collections for the month of December 2017 returns was $453,911.91; this is a 16.28% increase over the December 2016 returns; total collections year to date are 5.85% more than the comparable timeframe in Fiscal Year 2017.

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

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

A. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held February 6, 2018;

B. Approve the Minutes of the Attorney-Client Session held February 15, 2018;

C. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held February 15, 2018; and

D. Approve the Minutes of the Regular Board Meeting held February 15, 2018.

GROWTH MANAGEMENT REPORT

I. Public Hearing

1. Recommendation Concerning the Review of the Rezoning Cases Heard by the Planning Board on February 6, 2018

That the Board take the following action concerning the rezoning cases heard by the Planning Board on February 6, 2018:

A. Review and either adopt, modify, or overturn the Planning Board's recommendations for Rezoning Cases Z-2017-18 and Z-2017-19 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-2017-18***
Address:	733 E Johnson Avenue
Property Reference No.:	21-1S-30-2101-001-002
Property Size:	4.73 (+/-) acres
From:	MDR, Medium Density Residential district (10 du/acre)
To:	HDR, High Density Residential district (18 du/acre)
FLU Category:	MU-U, Mixed-Use Urban
Commissioner District:	3
Requested by:	Rhonda Autrey, Owner
Planning Board Recommendation:	Approval
Speakers:	Rhonda Autrey
2. Case No.:	***Z-2017-19***
Address:	283 Shadow Lawn Lane
Property Reference:	38-2S-30-1000-001-004
Property Size:	0.20 (+/-) acres
From:	MDR, Medium Density Residential district (10 du/acre)
To:	Com, Commercial district (25 du/acre)
FLU Category:	MU-U, Mixed-Use Urban
Commissioner District:	2
Requested by:	Tom Hammond, Agent for Jennifer Cobb, Team Player Properties, LLC, Owner

Planning Board Recommendation:	Approval
Speakers:	Tom Hammond, Edward Robinson

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

   That the Board adopt an Ordinance to amend the Official Zoning Map to include the rezoning cases heard by the Planning Board on February 6, 2018, 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 Chapter 4, Article 7, Section 4-7.6

   That the Board of County Commissioners (BCC) cancel the 5:46 p.m., Public Hearing scheduled to review and adopt an Ordinance amending the Land Development Code (LDC) Chapter 4, Location and Use of Regulations, Article 7, Supplemental Use Regulations, Section 4-7.6, to modify existing regulations, to include certain additional industrial operations such as concrete and asphalt recycling within the county, and to further address adverse off-site impacts caused by all such operations.

II. Consent Agenda

1. Recommendation Concerning the Scheduling of Public Hearings

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

April 5, 2018

A. 5:45 p.m. - A Public Hearing - Small Scale Map Amendment 2018-01 - 12248 Gulf Beach Highway

Summary: A small-scale amendment to the future land use (FLU) map to change the FLU category of a 1.33 (+/-) acre parcel from Commercial (C) to Public (Pub) at 12248 Gulf Beach Highway.

B. 5:46 p.m. - A Public Hearing to amend the official Zoning map to include the following Rezoning Case to be heard by the Planning Board on March 6, 2018.

Case No.:	**Z-2018-01**
Address:	12248 Gulf Beach Highway
Property Reference No.:	22-3S-31-5001-002-001
From:	Com, Commercial district (25 du/acre)
To:	Pub, Public district (du density limited to vested residential development)
FLU Category:	Pub, Public
Commissioner District:	2
Requested by:	Escambia County, Owner

C. 5:47 p.m. - A Public Hearing - Small Scale Map Amendment 2018-02 - 4100 Block S Blue Angel Parkway

Summary: A small-scale amendment to the future land use (FLU) map to change the FLU category of a 8.955 (+/-) acre parcel from Commercial (C) to Conservation (Con) at 4100 Block S Blue Angel Parkway.

D. 5:48 p.m. - A Public Hearing to amend the official Zoning map to include the following Rezoning Case to be heard by the Planning Board on March 6, 2018.

Case No.:	**Z-2018-02**
Address:	4100 Block S Blue Angel Parkway

Property Reference No.:	18-3S-31-1101-000-000
From:	Com, Commercial district (25 du/acre)
To:	Con, Conservation district (du density limited to vested development)
FLU Category:	Con, Conservation
Commissioner District:	2
Requested by:	Escambia County, Owner

E. 5:49 p.m. - A Public Hearing - Comprehensive Text Plan Amendment - CPA-2018-01 (first of two public hearings)

Summary: The Comprehensive Plan Amendment intends to remove the fiscal year and adoption specific dates from the Florida-Alabama Transportation Planning Organization, (FL-AL TPO), Transportation Improvements Plan (TIP), document. The TIP is frequently updated by the FL-AL TPO and the BOCC does adopt by ordinance, on an annual basis, the most up-to-date copy from the TPO document, as part of the Capital Improvements Annual Update. The second part of the amendment, is to remove Section FLU 1.5.2. The BOCC has previously adopted Ordinance 2015-45, removing minimum residential densities from all Future Land Use categories, therefore making the minimum density requirement of this Section, for MU-S FLU no longer applicable.

F. 5:50 p.m. - A Public Hearing - Including Drive-In or Drive-Through as a Conditional Use in Commercial Zoning district Ordinance

Summary: The Ordinance includes language to allow for drive-in drive-through restaurants in the Commercial zoning district to be able to request a Conditional Use, if the proposed parcel boundary is located within 200 feet from any LDR or MDR zoning district, unless separated by a 50-foot or wider street right-of-way.

G. 5:51 p.m. - A Public Hearing - Ordinances Regarding Mobile Homes - Option One: Conditional Use for Mobile Homes in MDR and HDR zoning district, Option Two: Special-Use Rezoning Process for Mobile Homes, Option Three: Mobile Home as a Permitted Use in MDR and HDR zoning district

Summary: 1. The Ordinance includes language to establish criteria under which a mobile home may be authorized as a Conditional Use within MDR and HDR zoning districts. 2. The Ordinance includes language that will establish a Special-Use rezoning process, including criteria for the review and process of an application to allow for the placing of a mobile home in MDR and HDR zoning districts. 3. The Ordinance includes language to allow mobile homes as permitted uses within the MDR and HDR zoning districts.

H. 5:52 p.m. - A Public Hearing - Signs Ordinance

Summary: LDC amendment to remedy content-based provisions and other deficiencies in outdoor sign regulations.

I. 5:53 p.m. - A Public Hearing - Use of Cargo Containers Ordinance

Summary: LDC amendment to allow alternative uses of standard industrial shipping containers. ***NOTE: This Ordinance will be pulled at the March 6th Planning Board meeting for additional review. It will be brought back at a later date.***

J. 5:54 p.m. - A Public Hearing - Ordinance Modifying Concrete/Asphalt Crushing Regulations

Summary: The Ordinance includes language to modify existing regulations to include certain additional industrial operations such as concrete crushing and asphalt recycling and to address off-site impacts caused by those operations.

COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

1. Recommendation Concerning an Externship Program Agreement between Virginia College, LLC, and Escambia County, Florida - Michael D. Weaver, Public Safety Department Director

   That the Board take the following action concerning the Externship Program Agreement between Virginia College, LLC, and Escambia County, Florida:

   A. Approve the Externship Program Agreement, to allow the provision of clinical learning experiences required for applied health occupations, under the auspices of Escambia County Emergency Medical Services (EMS), for certain students of Virginia College; and

   B. Authorize the Chairman to sign the Agreement.

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

3. Recommendation Concerning the Request for Disposition of Property for the Human Resources Department - Eric Kleinert, Human Resources Department Director

   That the Board approve the Request for Disposition of Property Form for the Human Resources Department, for property which is described and listed on the form, with the stated reason for disposition. The listed item has been found to be of no further usefulness to the County; thus, it is requested this item be disposed of properly.

4. Recommendation Concerning the Request for Disposition of Property for the Florida Department of Health in Escambia County - John J. Lanza, MD, PhD, MPH, FAAP, Director, Florida Department of Health, Escambia

   That the Board approve the two Request for Disposition of Property Forms for the Florida Department of Health in Escambia County, declare surplus, and authorize the disposition of the assets shown in the lists provided. The assets listed are County assets held and utilized by the Florida Department of Health in Escambia County.

5. Recommendation Concerning the Scheduling of a Public Hearing for the Navy Oaks Street Lighting Municipal Services Benefit Unit - Stephan Hall, Budget Manager, Management and Budget Services

   That the Board authorize the scheduling of a Public Hearing on March 15, 2018, at 5:32 p.m., to consider adoption of an Ordinance creating the Navy Oaks Street Lighting Municipal Services Benefit Unit (MSBU).

6. Recommendation Concerning the State of Florida, Division of Emergency Management, Federally-Funded Subgrant Agreement - Flood Mitigation Assistance Grant Modification - Tim Tolbert, Building Official, Department Director

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

   A. Approve the Modification to Subgrant Agreement between the Division of Emergency Management and Escambia County, to modify the Federally-Funded Subgrant Agreement - Flood Mitigation Assistance Grant Program, providing an extension to Project Number FMA-PJ-04-FL-2014-025 through September 30, 2018; and

   B. Authorize the Chairman to sign the Agreement.

7. Recommendation Concerning CareerSource Escarosa (Formerly Workforce Escarosa, Inc.) One-Stop Partner Memorandum of Understanding - Tonya Gant, Neighborhood & Human Services Department Director

   That the Board approve and authorize the Chairman to sign the Memorandum of Understanding between Workforce Escarosa, Inc., dba CareerSource Escarosa and Cornerstone Solutions, Inc. - Job Corps Services, a One-Stop Partner, effective July 1, 2017, through June 30, 2018, with automatic renewal for successive one-year terms.

   The One-Stop Partner will provide collaborative referrals between partners for appropriate services, activities, and methods to ensure the needs of workers and youth, including individuals with barriers to employment, have access to services through the One-Stop delivery system.

8. Recommendation Concerning the Scheduling of a Public Hearing to Consider the Petition to Vacate a Portion of Unimproved Right-of-Way Known as Grotto Avenue - Joy D. Blackmon, P.E., Public Works Department Director

   That the Board take the following action regarding a Petition to Vacate a Portion of Unimproved Right-of-Way known as Grotto Avenue:

   A. Authorize the scheduling of a Public Hearing for April 5, 2018, at 5:32 p.m., to consider the Petition to Vacate a Portion of Unimproved Right-of-Way known as Grotto Avenue (approximately 50 feet x 130 feet, containing 0.14 acres, more or less), as petitioned by George D. Powers; and

   B. Require the petitioner to notify all property owners within a 500-foot radius.

9. Recommendation Concerning Allowing the American Cancer Society, Inc., Relay for Life Division, to Use the Artel Gallery for a Masquerade Ball Fundraiser - Jack R. Brown, County Administrator

That the Board take the following action concerning the use of the Artel Gallery:

A. Approve the use of the Artel Gallery space for the American Cancer Society, Inc., Relay for Life Division, to hold a Masquerade Ball on Saturday, March 10, 2018, from 6:00 p.m., until 11:00 p.m.;

B. Grant permission for the American Cancer Society, Inc., Relay for Life Division, to serve beer, wine, and alcohol at this event pending that the Certificate of Insurance has been received and approved by Robert Dye, Risk Manager, prior to the event; and

C. Require the American Cancer Society, Inc., Relay for Life Division, to clean-up the Artel Gallery by 10:00 a.m., on Sunday, March 11, 2018.

10. Recommendation Concerning the Revised 2018 Board of County Commissioners' Meeting/Committee of the Whole Workshop Schedule - Jack R. Brown, County Administrator

That the Board approve the Revised 2018 Board of County Commissioners' Meeting/Committee of the Whole Workshop Schedule, as submitted, to include the First and Second Budget Public Hearings, scheduled on September 4, 2018, at 5:31 p.m., and September 17, 2018, at 5:31 p.m., respectively.

II. Budget/Finance Consent Agenda

1. Recommendation Concerning the Memorandum of Agreement Regarding the Administration of Federal Transit Administration 5307 Funds for the Pensacola, Florida-Alabama Urbanized Area - Mike Crittenden, Mass Transit Director

   That the Board take the following action concerning the Memorandum of Agreement (MOA) between Escambia County and Baldwin County Regarding the Administration of Federal Transit Administration 5307 Funds for the Pensacola, Florida-Alabama Urbanized Area:

   A. Approve and authorize the Chairman to sign the Memorandum of Agreement Regarding the Administration of Federal Transit Administration (FTA) 5307 Funds for the Pensacola, Florida-Alabama Urbanized Area;

   B. Authorize the disbursement of funds to Baldwin County, based upon invoicing, without further action of the Board; and

   C. Authorize staff to sign all documents associated with this MOA.

2. Recommendation Concerning a Contract Amendment to Fiscal Year 2017-2018 State Financial Assistance Recipient Agreement with the Florida Department of Agriculture and Consumer Services, Division of Administration, for the Mosquito Control Division - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

   That the Board approve and authorize the Chairman to sign the Contract Amendment to the Fiscal Year 2017-2018 State Financial Assistance Recipient Agreement (Contract #024778) with the Florida Department of Agriculture and Consumer Services (FDACS), Division of Administration, for the Mosquito Control Division, which amends the not-to-exceed amount FDACS will pay from $31,540.00 to $32,467.64.

   [Funding: Fund 106, Mosquito and Arthropod Control, Cost Center 220703, M&A State One Funds]

3. Recommendation Concerning the Authorization for Cumulative Expenditures Over $50,000, in Fiscal Year 2017-2018 for the Department of Natural Resources for Demolition or Lot Clearing Services - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board authorize cumulative total expenditures over $50,000, in Fiscal Year 2017-2018, to contractors performing demolition or lot clearing services for the Department of Natural Resources, Code Enforcement Division, for individual projects of less than $50,000, based on competitive quotes. The request is being made in advance of the cumulative total of expenditures exceeding $50,000 this Fiscal Year for the following vendors:

Applied Construction Management, LLC, Vendor No. 013673
Andala Enterprises, Inc., Vendor No. 422299
Bellview Site Contractors, Inc., Vendor No. 022702
B.R. Bonner's Hauling, Inc., Vendor No. 020229
Castellani Hauling, Inc., Vendor No. 031326
Common Area Solutions, LLC, Vendor No. 034266
Daniel W. Meadows - dba Meadows Maintenance, Vendor No. 406895
Derek G. Henry - dba Hoosier Lawn Guy?, Vendor No. 040755
Larry Gates Construction, Inc., Vendor No. 423827
Southern Girl Botanicals, LLC, Vendor No. 194119
Webster Construction, Inc., Vendor No. 420065
West Pensacola Lawn Care, LLC, Vendor No. 232061

[Funding Source: Fund 103, Environmental Code Enforcement Fund, Cost Center 220110, Object Code 53401]

4. Recommendation Concerning an Application for a Certificate of Need for Ultimate Waste Solutions, LLC - Patrick T. Johnson, Waste Services Department Director

That the Board take the following action concerning an Application for a Certificate of Need for a Solid Waste Management Activity for Ultimate Waste Solutions, LLC:

A. Approve the Application for a Certificate of Need, permitting Ultimate Waste Solutions, LLC, to operate in Escambia County; and

B. Authorize the Chairman to sign the Certificate

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

5. Recommendation Concerning an Application for a Certificate of Need for J & M Dozer Service, Inc. - Patrick T. Johnson, Waste Services Department Director

That the Board take the following action concerning an Application for a Certificate of Need for a Solid Waste Management Activity for J & M Dozer Service, Inc.:

A. Approve the Application for a Certificate of Need, permitting J & M Dozer Service, Inc., to operate in Escambia County; and

B. Authorize the Chairman to sign the Certificate.

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

6. Recommendation Concerning the Purchase Agreement for Cyber Security Services with the Center for Internet Security, Inc. - Shawn Fletcher, Information Technology Department Director

That the Board take the following action concerning the Purchase Agreement for Cyber Security Services with the Center for Internet Security, Inc. (CIS):

A. Approve the Purchase Agreement for Cyber Security Services with the Center for Internet Security, Inc. (CIS), to provide managed security services through intrusion detection and monitoring service for the Escambia County Board of County Commissioners. The Network Security Monitoring and Analysis Service fee is $940 monthly, for a total of $11,280 yearly, with an initiation service one-time fee of $900; and

B. Authorize the County Administrator to execute the Purchase Agreement for Cyber Security Services being performed by the Center for Internet Security, Inc. (CIS) and all documents related to the acceptance of this Agreement to conduct internal continuous monitoring of networks and systems between the Multi-State Information Sharing and Analysis Center (MS-ISAC) and the Escambia County Board of County Commissioners.

[Funding: The first year of this Purchase Agreement for Cyber Security Services will be funded by the Supervisor of Elections until September 30, 2018. Then for Fiscal Year 2018-2019 the Information Technology Department will take over the payment for the Agreement]

7. Recommendation Concerning an Amendment to the Program Participation Agreement with Pathways for Change, Inc., for Fiscal Year 2017/2018 - Tamyra S. Jarvis, Corrections Director

That the Board take the following action concerning an Amendment to the Program Participation Agreement between Pathways for Change, Inc., a Florida not-for-profit corporation, and Escambia County, Florida, a political subdivision of the State of Florida:

A. Approve the Amendment to the Program Participation Agreement; and

B. Authorize the Chairman to sign the Amendment.

Pathways for Change, Inc., has created an outreach program to assist individuals who have recently been released from a correctional facility with assimilating into society. The Amendment to the Program Participation Agreement increases the amount that the County agrees to contribute for Fiscal Year 2017/2018 from $140,000 to $175,000. All other provisions of the Agreement remain unchanged.

[Funding: Fund 001, General Fund, Cost Center 110201, Object Code 58208]

8. Recommendation Concerning the Acceptance of Two Drainage Easements and One Public Road and Right-of-Way Easement for the West Kingsfield Road Drainage Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the acceptance of the donation of two Drainage Easements and one Public Road Right-of-Way Easement for the West Kingsfield Road Drainage Project:

A. Accept the donation of the following two Drainage Easements and one Public Road and Right-of-Way Easement for the West Kingsfield Road Drainage Project:

Property Owner	Parcel Reference Number	Easement Type	Area
Frank E. & Elizabeth J. Westmark	21-1N-31-4301-000-000	Drainage Easement	0.25 acres
Frank E. & Elizabeth J. Westmark	21-1N-31-4301-000-000	Public Road and Right-of-Way Easement	0.11 acres
Devine Farms, LLC	31-1N-31-1101-000-004	Drainage Easement	0.25 acres

B. Authorize the payment of documentary stamps because the properties are being donated for governmental use, which is for drainage improvements, and the County benefits from the acceptance of these properties, 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 Chair or Vice Chair to accept the Easement documents as of the day of delivery of the Easements, and for the Chair or Vice Chair 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]

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

That the Board approve the reallocation of funds from the Capital Improvement Program as follows:

A. Approve reallocating $1,261,344, from the Highway 297A (Escambia County Road Prison to Muscogee Road), Fund 352, Local Option Sales Tax (LOST) III, Cost Center 210107, Transportation and Drainage (T&D) Project #08EN0105, to the Carver Park East Project, Fund 352, LOST III, Cost Center 210107, Project #13EN2395, which is nearing design completion (the bid package for construction is expected to be submitted before the end of February 2018); and

B. Approve allocating $1,261,344, from the Carver Park East Project to the Highway 297A (from Escambia County Road Prison to Muscogee Road) Project from Local Option Sales Tax IV in Fiscal Year (FY) 2021 ($800K) and in FY 2023 ($2M), to reimburse this project. Staff requests that the funds be allocated for the Carver Park East Project first, since the Highway 297A drainage improvements will need to connect to the Carver Park East Project's outfall system.

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

10. Recommendation Concerning Supplemental Budget Amendment #066 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #066, Mass Transit Fund (104) and FTA Capital Projects Fund (320), in the amount of $238,395, to recognize proceeds from the Florida Department of Transportation (FDOT) and the Federal Transit Administration (FTA), and to appropriate these funds to purchase three buses under 30 feet with lifts. The required match of $23,840 is currently in the 2017/2018 Mass Transit Budget.

11. Recommendation Concerning the Surplus and Sale of Real Property Located at the 400 Block of South "K" Street that Has Escheated to the County - Stephan Hall, Budget Manager, Management and Budget Services

That the Board take the following action concerning the surplus and sale of real property located at the 400 Block of South "K" Street that has escheated to the County:

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

B. Declare surplus the Board's real property located at the 400 Block of South "K" Street, Account #: 15-3490-500, Reference #: 00-0S-00-9080-024-128, District 2;

C. Authorize the sale of the property to the bidder with the highest offer received at or above the minimum bid, which will be set at the current value assessed by the Property Appraiser, $26,220; and

D. Authorize the County Attorney's Office to prepare and the Chairman to sign all documents related to the sale of this property.

III. For Discussion

1. Recommendation Concerning Authorization for the Acquisition of Real Property for Stormwater Drainage in the Crescent Lake Area - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action:

A. Approve, by super majority vote, or deny, the purchase of the following parcel of real property for stormwater drainage in the Crescent Lakes area, for the submitted counteroffer:

Parcel ID	Property Owner	Address	Approximate Parcel Size	Appraised Value	Counter Offer
44-1S-30-2002-000-035	Windell L. Jones Life Estate & Connie Shirah Hetherington	5548 Glass Drive	0.92 acre	$32,000	$47,000

B. Authorize staff to draft a Contract for Sale and Purchase for the property for a specified amount and bring the executed Contract back before the Board.

[Funding Source: Fund 352, "LOST III," Cost Center 210107, Object Code 56101, Project #15EN3252]

2. Recommendation Concerning Acceptance of a Special Warranty Deed from the City of Pensacola Conveying Property Located at 3910 North Palafox Street (052S301001002017) Back to the County - Amy Lovoy, Assistant County Administrator

That the Board take the following action:

A. Accept the Special Warranty Deed, as provided, from the City of Pensacola conveying property located at 3910 North Palafox Street (052S301001002017) back to the County;

B. Authorize the payment of documentary stamps;

C. Authorize the payment of incidental expenditures associated with the recording of this Special Warranty Deed; and

D. Authorize the Chairman or Vice Chairman to sign all related documents.

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

That the Board approve the following allocations of Law Enforcement Trust (LET) Funds, per the requirements of Florida Statute 932.7055(5), for Outside Agency partners in Escambia County for Fiscal Year 2017/2018:

A. AFCEA Blue Angels Pensacola Chapter, in the amount of $25,000;

B. Hadji Shriners, in the amount of $5,000;

C. Panhandle Charitable Open, in the amount of $30,000;

D. Pensacola Mess Hall, in the amount of $5,000;

E. FavorHouse of Northwest Florida, Inc., in the amount of $12,000;

F. Pensacola Little Theatre, Inc., in the amount of $6,000;

G. Christian Surfers, in the amount of $5,000;

H. Pensacola Opera, Inc., in the amount of $5,000; and

I. Jacksonville Sheriff's Office, in the amount of $2,000.

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

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

COUNTY ATTORNEY'S REPORT

I. For Action

1. Recommendation Concerning Approval of the Transfer of the Potable Water System on Innerarity Island to Emerald Coast Utilities Authority (Escambia County v. Innerarity Island Development Corporation, Case No. 2014 CA 000237).

   That the Board approve the transfer of the potable water system on Innerarity Island to Emerald Coast Utilities Authority.

2. Recommendation Concerning *Dellaina Merritt v. Escambia County, Florida,* Case No. 3:15-cv-00286-MCR-EMT

   That the Board consider legal matters arising from the lawsuit of *Dellaina Merritt v. Escambia County, Florida,* Case No. 3:15-cv-00286-MCR-EMT.

3. Recommendation Concerning Sign Removal on Property located at 3201 Navy Boulevard (Pending Purchase for Supervisor of Elections)

   That the Board authorize the removal and retention of the free-standing monument sign by New Dimensions Christian Center, Inc. prior to closing regardless of terms provided in the executed Contract for Sale and Purchase.

10. Items added to the agenda.

11. Announcements.

12. Adjournment.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13683 **Proclamations 6.**
BCC Regular Meeting
Meeting Date: 03/01/2018
Issue: Adoption of Proclamation
From: Jack Brown, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:
Proclamations.

Recommendation: That the Board adopt the following Proclamations:

A. The Proclamation commending and congratulating Julie Gonzalez, an Administrative Supervisor in the Waste Services Department, on her selection as "Employee of the Month" for March 2018;

B. The Proclamation proclaiming the month of March 2018 as National Social Work Month and calling upon all citizens to join the National Association of Social Workers in celebration and support of the Social Work Profession; and

C. The Proclamation commending and congratulating Pastor Robert L. Likely and Mrs. Rhonda Likely, for 30 years of faithful and dedicated service to the Church and the community.

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

Julie Gonzalez Employee of the Month Proclamation

Social Work Month

Pastor Likely Mt. Carmel Baptist Church

PROCLAMATION

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

***WHEREAS**, Julie Gonzalez, an Administrative Supervisor in the Waste Services Department, began her employment with the County on November 17, 2009, and is selected for "Employee of the Month" for March 2018, for the standards of excellence that she has displayed in the performance of her duties; and*

***WHEREAS**, in addition to managing the day to day responsibilities of weigh stations, equipment, and staff, Julie has been instrumental in assisting other Division Supervisors. She is very helpful in supporting the Operations Division with budgeting, tracking expenditures, and training. She assists the Programs Division staff with payroll and leave concerns and assists the Engineering Division with procuring materials and equipment. She voluntarily lends a hand in the Administration Division as needed; and*

***WHEREAS**, as an Administrative Supervisor, Ms. Gonzalez routinely works side by side with frontline staff to ensure adequate coverage for customer service. Due to a recent Family Medical Leave occurrence of a subordinate, Julie inserted herself into the work schedule to ensure others planned leave would not be interrupted. Her staff can comfortably utilize medical and personal leave as the need arises without worrying if coworkers are left shorthanded; and*

***WHEREAS**, Ms. Gonzalez has voluntarily pursued professional development by obtaining Certified Public Manager credentials through Florida State University. By putting into practice this curriculum, she has demonstrated improved leadership skills to better relationships with peers, coworkers, and vendors; and*

***WHEREAS**, Ms. Gonzalez oversees Solid Waste permitting. Since assuming these duties, she has voluntarily streamlined the renewal process to be totally electronic, thereby increasing efficiencies and reducing costs; and*

***WHEREAS**, because of her enthusiasm, interest, and dedication, Ms. Gonzalez has made a key contribution to the Waste Services Department's mission to improve services to the citizens of Escambia County.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, commends and congratulates Julie Gonzalez on her selection as the "Employee of the Month" for March 2018.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Jeff Bergosh, Chairman, District One

Lumon J. May, Vice Chairman, District Three

Douglas Underhill, District Two

Grover C. Robinson, IV, District Four

Steven Barry, District Five

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

Adopted: March 1, 2018

PROCLAMATION

***WHEREAS**, the Social Work Profession is dedicated to enhancing the well-being of others and meeting the basic needs of all people, especially the most vulnerable in our society; and*

***WHEREAS**, Social Workers embody this year's Social Work Month theme, "Social Workers: Leaders. Advocates. Champions."; and*

***WHEREAS**, the Social Work profession is expected to grow faster than average over the next seven years, with more than 649,000 people expected to be employed as social workers by 2024; and*

***WHEREAS**, Social Workers are present throughout our society, including the government, schools, universities, social service agencies, communities, the military, and in health care and mental health organizations; and*

***WHEREAS**, Social Workers are the largest group of suppliers of mental health services in the United States, and the U.S. Department of Veterans Affairs is one of the largest employers of social workers holding advanced degrees; and*

***WHEREAS**, Social Workers are present in times of crisis, helping people overcome issues such as death and grief and helping people and communities recover from natural disasters such as floods and hurricanes; and*

***WHEREAS**, Social Workers have pushed for decades to ensure rights for all, including women, African Americans, Latinos, people who are disabled, people who are LGBTQ and various ethnic, cultural, and religious groups; and*

***WHEREAS**, the Social Work Profession has helped bring about some of the most profound, positive changes in our society over the past century, including voting rights, improved workplace safety, minimum wage, and social safety net programs that help prevent poverty and hunger.*

***NOW, THEREFORE**, in recognition of the numerous contributions made by America's Social Workers, the Board of County Commissioners of Escambia County, Florida, hereby proclaims the month of March 2018 as National Social Work Month and calls upon all citizens to join the National Association of Social Workers in celebration and support of the Social Work Profession.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Jeff Bergosh, Chairman, District One

Lumon J. May, Vice Chairman
District Three

Douglas Underhill, District Two

Grover C. Robinson, IV, District Four

Steven Barry, District Five

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

_____
Deputy Clerk

Adopted: March 1, 2018

PROCLAMATION

***WHEREAS**, Pastor Robert L. Likely is the powerhouse Pastor of Mt. Carmel Baptist Church, located in Pensacola, Florida. He was called to the preaching ministry at twelve years of age and received his seminary degree in Theological Studies from the West Florida Bible Institute. He believes in operating the church and his personal life in a spirit of excellence, and under Pastor Likely's leadership, Mt. Carmel has experienced phenomenal growth in Christian maturity, membership, and community influence; and*

***WHEREAS**, in January 1988, Pastor Likely was petitioned to pastor the Mt. Carmel Missionary Baptist Church. The small congregation had reaped a whirlwind. It was a traditional Baptist church, but the prolific, profound, and powerfully anointed preaching of the Word of God transformed the parishioners from passive believers to dynamic disciples. Pastor Likely's demonstration of the Spirit and power of God is visibly evident in the presentation of the Word as he proclaims the Word of God through preaching, teaching, and evangelizing; and*

***WHEREAS**, Pastor Likely's vision for the church expands beyond the boundaries of the local church where he pastors. He believes that the church encompasses the full array of born again believers and that believers should operate and cooperate in a spirit of unity. This foundational belief actualized into the founding of the Third Sunday Fellowship, which consisted of four local churches whose pastors are sensitive to the call of the unity of the church. The Fellowship has established a scholarship fund, intercessory prayer warriors, an annual youth revival, and its first Annual Victory Conference; and*

***WHEREAS**, Pastor Likely's sermons are aired every Sunday evening via "It's Time for the Word" Radio Ministry on the WRNE radio station. He continues to be a featured columnist for the Pensacola News Journal and was the featured guest on a local television station to deliver the 30-minute message of hope for the Christmas holiday season. He is presently working on his first book, entitled "The Making of an Eagle"; and*

***WHEREAS**, Pastor Likely serves on the Board of Clergy for Baptist Hospital. He is the spiritual advisor for the Movement for Change, Clergy Liaison for area nursing homes, a mentor for troubled youths, and a participant in the People's Law Forum; and*

***WHEREAS**, Pastor Likely and his wife, Rhonda, have been blessed to be parental stewards to Rasheda, Rashaundra, A'Justyce, and Ricky. Together they are serving as the First Family of the Mt. Carmel Baptist Church.*

***NOW, THEREFORE**, be it proclaimed, that the Board of County Commissioners of Escambia County, Florida, joins Mt. Carmel Baptist Church in commending and congratulating Pastor Robert L. Likely and Mrs. Rhonda Likely, for 30 years of faithful and dedicated service to the Church and the community.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Jeff Bergosh, Chairman, District One

Lumon J. May, Vice Chairman
District Three

Douglas Underhill, District Two

Grover C. Robinson, IV, District Four

Steven Barry, District Five

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

Adopted: March 1, 2018

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13730 **Written Communication** **7. A.**

BCC Regular Meeting

Meeting Date: 03/01/2018

Issue: Environmental (Code) Enforcement Lien Relief- 25 E Devane Street and 120 W Johnson Avenue

From: Chips Kirschenfeld, Director

Organization: Natural Resources

CAO Approval:

RECOMMENDATION:

December 1, 2017, communication from Berry Leonard requesting full lien release for 25 East Devane Street and 120 West Johnson Avenue.

Recommendation: That the Board review and consider the lien relief requests made by Berry Leonard, owner of both properties, against properties 25 East Devane Street and 120 West Johnson Avenue.

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

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

Mr. Leonard made a written request for lien relief in December 2017. His request is for a full release of liens on both properties located at 25 East Devane Street and 120 West Johnson Avenue. Current Board's Policy does not allow the County Administrator to provide this type of relief.

BACKGROUND:

This Written Communication item was originally scheduled before the Board at its meeting on January 18, 2018. During the meeting, the Board unanimously approved to drop it. A copy of the Resume Page from that meeting is attached. Also attached are a document with a few photos of the abated properties as provided by Mr. Leonard, and the original backup for each property from the January meeting.

25 East Devane Street and 120 West Johnson Avenue have been the subject of three Code Enforcement Liens. Two liens are attached to 120 West Johnson Avenue and one lien attached to 25 East Devane Street. Mr. Leonard purchased the two properties at a Tax Deed Sale dated November 9, 2017. Mr. Leonard is asking the Board to erase all Code Enforcement liens attached to these two properties.

BUDGETARY IMPACT:

1st Lien 120 W Johnson Avenue CE05120349

Fines	$6,450.00
Court Cost	$ 675.00
Total Lien	$7,125.00

2nd Lien 120 W Johnson Avenue CE110301010

Fines	$22,800.00
Court Cost	$ 1,100.00
Abatement	$ 5,000.00
Total Lien	$28,900.00

3rd Lien 25 E Devane Street CE150702883

Fines	$ 6,500.00
Court Cost	$ 1,100.00
Abatement	$ 5,757.00
Total Lien	$13,357.00

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

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

ResumePage-01182018 Devane and Johnson
AbatementPics-Devane and Johnson
25 E DevaneStreet
120 W JohnsonAve

REGULAR BCC AGENDA – Continued

5. Continued…

   C. District 5 – Commissioner Barry offered praise to the Road Department and Wes Moreno for proactive activities taken in regards to the cold weather; thanked Jack Brown and Joy Tsubooka for their quick dissemination of information; and thanked William Reynolds of northescambia.com for being a resource for citizens;

   D. District 3 – Commissioner May expressed his enjoyment of the Dr. Martin Luther King, Jr., parade festivities and his appreciation for those who worked together to make it a success and read a quote by Dr. Martin Luther King, Jr.; and

   E. District 1 – Commissioner Bergosh expressed his thanks to staff who assisted in preparation for the Dr. Martin Luther King, Jr., parade and the success of the event; and thanked the road crew and the deputies who worked to secure bridges and ensure safety, as well as all first responders working in the cold weather.



6. Proclamations

   Motion made by Commissioner May, seconded by Commissioner Robinson, and carried unanimously, taking the following action:

   A. Adopting the Proclamation recognizing January 21-27, 2018, as Escambia County School Choice Week and calling this observance to the attention of all of our citizens; and

   B. Adopting the Proclamation recognizing Be Ready Alliance Coordinating for Emergencies as the recipient of the 2017 Federal Emergency Management Agency Individual and Community Preparedness Award for Awareness to Action.



7. Written Communication

   Motion made by Commissioner May, seconded by Commissioner Barry, and carried unanimously, approving to drop the December 1, 2017, communication from Berry Leonard requesting full lien release for 25 East Devane Street and 120 West Johnson Avenue.

25 East Devane Street

Before



After



120 West Johnson

Before



After

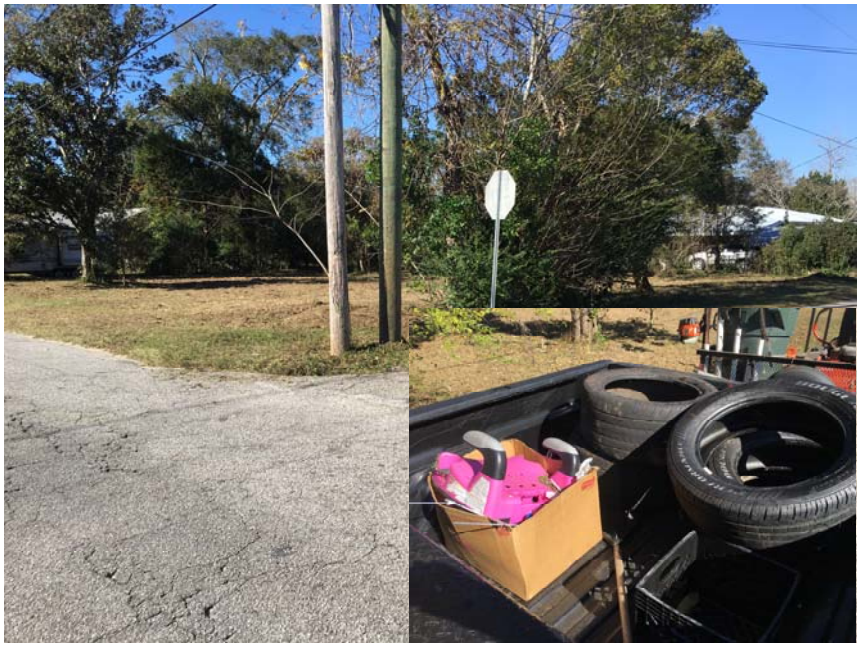


120 West Johnson

Before



After (including debris hauled off)



BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
Escambia County Corrections

Escambia County Environmental Enforcement
3363 W Park Place
Pensacola, Florida 32505
Phone: 850-595-1820
Fax: 850-595-0149
Sandra Slay, Division Manager

25 E Devane Street CE150702883

07/15/15 Received complaint for trash, debris, deteriorated structure and overgrowth. Officer investigated the complaint and violations. Officer mailed NOV both regular and certified mail. Certified NOV was returned marked Unclaimed.

07/29/15 Violations remain. Neighbor's daughter made contact with officer stating they are trying to purchase the property. Violations remain.

08/19/15 Violations remain.

09/17/15 Violations remain. No contact from owners. Request title search.

10/20/15 Violations remail. Request Hearing.

12/10/15 Hearing Notice was mailed both regular and certified mail. Copy of Hearing Notice posted on site. Certified Notice was returned marked Unclaimed.

01/26/16 Hearing held. Special Magistrate Order issued. Deadline to abate all violations was 3/20/16, $20.00 per day fine issued as well as $1,100.00 court cost.

03/22/16 Owners failed to comply with Order.

03/21/16 Non-Compliance letter mailed to owner. Letter was received but unable to read signature.

04/12/16 Case was referred for County Abatement

02/09/17 Violations abated by Escambia County

03/01/17 Certification of Cost letter mailed to owners and returned marked Unclaimed.

Regarding 25 E DEVANE ST Lien

Berry Leonard <Berry.Leonard@Qorvo.com>

Fri 12/1/2017 2:31 PM

To:Janice K. Gilly <JKGILLY@myescambia.com>;

Importance: High

Dear Sir,

I just purchased a property through Escambia County Tax Deed sale:

Address: 25 E DEVANE ST 32534
Case 2013 TD 000656
Purchase Price $2,800
Assessed value: $ $4,305 (Land only house was removed)

The property has a lien on the property from Escambia county for previous owners nuisance, trash, debris etc.

CaseNo.: CE 15-07-02883
PR# 1115301901006123
Total Lien $ 13,357.00

I would like to request the lien to be **erased** from the previous owner so I can clear the deed because the property value is much less than the current lien and will not justify paying property taxes.

I have many other items on the property title that I am cleaning up so I can put this property back into good standing and reinstate tax revenue for Escambia county.

Thanks for your consideration.

E. Berry Leonard
Manager RBCB Properties LLC
321-297-4992
berry.leonard@qorvo.om

Recorded in Public Records 11/13/2017 10:17 AM OR Book 7808 Page 559, Instrument #2017088806, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $10.00 Deed Stamps $19.60

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

Tax Deed File No. 17-532
PropertyIdentification No. 111S301901006123
Tax Account No. 021047000

TAX DEED

State of Florida
County of Escambia

The following Tax Sale Certificate Numbered 00656 issued on June 1, 2013 was filed in the office of the tax collector of this County and application made for the issuance of a tax deed, the applicant having paid or redeemed all other taxes or tax sale certificates on the land described as required by law to be paid or redeemed, and the costs and expenses of this sale, and due notice of sale having been published as required by law, and no person entitled to do so having appeared to redeem said land; such land was on the 6th day of November 2017, offered for sale as required by law for cash to the highest bidder and was sold to: **RBCB PROPERTIES LLC**, 2218 BRIGHAM ROAD GREENSBORO NC 27409, being the highest bidder and having paid the sum of his bid as required by the Laws of Florida.

Now, on this 6th day of November 2017, in the County of Escambia, State of Florida, in consideration of the sum of ($2,800.00) TWO THOUSAND EIGHT HUNDRED AND 00/100 Dollars, being the amount paid pursuant to the Laws of Florida does hereby sell the following lands, including any hereditaments, buildings, fixtures and improvements of any kind and description, situated in the County and State aforesaid and described as follows:

LT 6 BLK 123 ENSLEY PLAT DB 87 P 244 OR 2904 P 538

SECTION 11, TOWNSHIP 1 S, RANGE 30 W

**** Property previously assessed to: DARRELL L KITCHELL**

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

witness Mylinda Johnson

witness Emily Hogg

State of Florida
County of Escambia

On this 9th day of November 2017 before me Emily Hogg personally appeared Pam Childers, Clerk of the Circuit Court in and for the State and this County known to me to be the person described in, and who executed the foregoing instrument, and acknowledged the execution of this instrument to be his own free act and deed for the use and purposes therein mentioned.

Witness my hand and official seal date aforesaid.

PAM CHILDERS, Clerk of the Circuit Court

By:
Emily Hogg, Deputy Clerk

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

ESCAMBIA COUNTY, FLORIDA

vs.

Case No.: CE 15-07-02883
Location: 25 E Devane St
PR# 111S301901006123

Kitchell, Darrell L & Gassman, Lisa Susan
615 N 48th Avenue
Pensacola, FL 32506

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2017036694 5/16/2017 1:48 PM
OFF REC BK: 7713 PG: 922 Doc Type: CEL1
Recording $10.00

ORDER

THIS CAUSE was brought before the Office of the Environmental Enforcement Special Magistrate on Petitioner's Certification of Costs, pursuant to the Special Magistrate's Order of January 26, 2016; and the Special Magistrate having found the Respondent in violation of Escambia County Code of Ordinances 42-196 (a) Nuisance Conditions, (b) Trash & Debris, 30-203. THEREFORE, the Special Magistrate being otherwise fully advised of the premises; it is hereby ORDERED, pursuant to Section 30-35 of the Escambia County Code of Ordinances, that the following itemized costs shall be added to the fines imposed by the Order of Special Magistrate dated January 26, 2016.

Itemized	Cost
a. Fines ($20.00 per day 3/21/16-02/09/17)	$ 6,500.00
b. Court Costs	$ 1,100.00
c. County Abatement Fees	$ 5,757.00
Total:	$ 13,357.00

DONE AND ORDERED at Escambia County, Florida on this 4th day of May, 2017.

Robert O Beasley
Special Magistrate
Office of Environmental Enforcement

Recorded in Public Records 01/29/2016 at 10:34 AM OR Book 7470 Page 1023, Instrument #2016006771, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $44.00

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

PETITIONER
ESCAMBIA COUNTY FLORIDA,

VS.

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2016006776 01/29/2016 at 10:49 AM
OFF REC BK: 7470 PG: 1048 - 1052 Doc Type: CEL
RECORDING: $44.00

CASE NO: CE#15-07-02883
LOCATION: 25 E Devane St
PR# 111S301901006123

Kitchell, Darrell L & Gassman, Lisa Susan
615 N 48th Ave
Pensacola, FL 32506
RESPONDENT

ORDER

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

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

_____

CERTIFIED TO BE A TRUE COPY OF THE
ORIGINAL ON FILE IN THIS OFFICE
WITNESS MY HAND AND OFFICIAL SEAL
PAM CHILDERS
CLERK OF THE CIRCUIT COURT & COMPTROLLER
ESCAMBIA COUNTY, FLORIDA
BY: _____ D.C.
DATE: 1-29-16

☐ 42-196 (d) Overgrowth

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

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

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

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

☐ 82-171 Mandatory Residential Waste Collection

☐ 82-15 Illegal Burning

☐ 82-5 Littering Prohibited

☐ LDC Chapter 3 Commercial in residential and non permitted use

☐ LDC Chapter 2 Article 3 Land Disturbance without permits

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

☐ Other _____

☐ Other _____

☐ Other _____

☐ Other _____

☐ Other _____

☐ Other _____

THEREFORE, The Special Magistrate being otherwise fully advised in the premises; it is hereby **ORDERED** that **RESPONDENT** shall have until 3/20, **2016** to correct the violation and to bring the violation into compliance.

Corrective action shall include:

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

If you fail to fully correct the violation within the time required, you will be assessed a fine of $ 20.00 per day, commencing 3/21, 2016. This daily fine shall continue until this violation is abated and the violation brought into compliance or until as otherwise provided by law. **YOU ARE REQUIRED,** immediately upon your full correction of this violation(s), to contact the Escambia County Environmental Enforcement Office in writing to request that they immediately inspect the property to make an official determination of whether the violation has been abated and brought into compliance. If the violation is not abated within the specified time period, then the County may elect to take whatever measurers are necessary to abate the violation for you These measurers could include, but are not limited to, **DEMOLISHING YOUR STRUCTURE (S), LEGALLY DISPOSING OF ALL CONTRIBUTING CONDITIONS, AND TOWING OF DESCRIBED VEHICLE (S).** The reasonable cost of such will be assessed against you and will constitute a lien on the property.

Costs in the amount of $1,100.00 are awarded in favor of Escambia County as the prevailing party against **RESPONDENT.**

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

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

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

DONE AND ORDERED at Escambia County, Florida on the 26 day of June, 2016.

Robert O Beasley
Special Magistrate
Office of Environmental Enforcement

Date of Issuance	Escambia County	Case Number
10/21/2015	Office of Environmental Enforcement Escambia County Central Office Complex 3363 West Park Place, Pensacola, FL 32505 PHONE: (850) 595-1820 FAX: (850) 595-0149	CE150702883

NOTICE OF VIOLATION

Location: 25 E DEVANE ST PENSACOLA, 32534
Parcel: 111S301901006123

RESPONDENT: KITCHELL DARRELL L & LISA S GASSMAN
25 E DEVANE ST PENSACOLA, FL 32534

Comply within 10 days of receipt of this notice	**Warning** Failure to correct this violation and notify this Officer of Compliance will result in fines or a hearing. If the Hearing is scheduled you may be assessed $1,100 or more for costs of said hearing, plus possible fines; the County may abate the violations and place a Lien on the property.

Ordinance Description

Violation 01 Sec. 30-203 (DD) Structural elements of a dwelling unmaintained, structurally unsound, and showing evidence of deterioration which makes it incapable of carrying normal loads. Sec. 30-204 Method of abatement
(A) Obtain appropriate building permits to correct violations to the standards of the building codes in effect or
(B) Obtain a demolition permit to remove all violating structures, including the physical removal of demolition debris.

Violation 02 Sec. 42-196 (a) Nuisance Conditions. The creation or maintenance of any condition conducive to the breeding of rats, vermin, flies, mosquitoes, or other arthropods that are capable of transmitting diseases directly or indirectly to humans;Sec. 42-197 (a) For conditions conductive to the breeding of rats, vermin, flies, mosquitoes, or other arthropods: Complete removal of all contributing conditions.

Violation 03 SEC. 42-196 (d) Overgrowth. The existence of overgrowth on any residentially or commercially classified lands, except on lands classified agricultural, or on undeveloped and uncleared land in its natural vegetative state, or on land in which the property owner is in the process of restoring to its natural vegetative state and for which there are no plans to build upon and upon which no building structures or signs of such structures exist above ground. Such property shall be subject to the following:(1) The minimum parcel size shall be one acre or more; and(2) The parcel may not be located in a platted or unplatted residential subdivision; and(3) The property owner must execute a good faith affidavit attesting to his intent to restore the subject property to its natural vegetative state. This affidavit shall be recorded with the clerk of the circuit court and subsequent development of the parcel shall not be commenced until any overgrowth on the property has been cleared pursuant to this article. Sec. 42-197(c) For overgrowth, weeds, and shrubbery constituting a nuisance under this article: Removal of all nuisance conditions.

Violation 04 Sec. 42-196 (b) Trash and Debris. The accumulation of garbage, or other solid waste materials which violates any state law, regulation, or ordinance of the county or which poses a danger to the health, safety, and welfare to residents of the county;
Sec. 42-197(a) Method of abating nuisance Complete removal of all contributing conditions

Officer Comments

OBTAIN ALL NECESSARY PERMITS TO DEMOLISH THE HOUSE. REMOVE ALL TRASH AND DEBRIS AND DISPOSE OF PROPERLY. CUT AND REMOVE ALL OVERGROWTH ON ENTIRE PROPERTY AND DISPOSE OF PROPERLY. MAINTAIN PROPERTY IN CLEAN CONDITION TO AVOID FURTHER ENFORCEMENT ACTION. CONTACT THIS OFFICER AT 850-554-1119 UPON COMPLIANCE OR WITH QUESTIONS REGARDING THIS NOTICE.



Stacy D Shaw #672 (07/25/2015 9:18:16 AM)

Signature of Officer: STACY D. SHAW #672 850-554-1119

Signature of Respondent

Confirmation Services Report

Pitney Bowes

Customer Mailer ID/DUNS Number: 900434001
PBP Account Number: 40708380
Serial Number: 0003162143
Date Printed: OCT 22 2015

Barcode Customer Reference	Class and Service	Postage	Destination	Uploaded	Notes
9171999991703461477700 15100173018669	1st Class Letter EReturnRec	$5.335	32533	OCT 22 2015 5:03P	
9171999991703461477717 15070288318672	1st Class Letter EReturnRec	$5.335	32534	OCT 22 2015 5:03P	
Kitchell, Darrell L. & Lisa S. Gassman (CE# 15-07-02883 #672) 25 E Devane St. Pensacola, FL 32534			33510 32963	OCT 22 2015 5:03P OCT 22 2015 5:03P	
9171999991703461477748 15100434318676	1st Class Letter EReturnRec	$5.335	32506	OCT 22 2015 5:03P	
9171999991703461477755 15100435418672	1st Class Letter EReturnRec	$5.335	32501	OCT 22 2015 5:03P	
9171999991703461477762 15100437018671	1st Class Letter EReturnRec	$5.335	32563	OCT 22 2015 5:03P	
9171999991703461477779 15070302318676	1st Class Letter EReturnRec	$5.335	32506	OCT 22 2015 5:03P	
9171999991703461477786 15100436918675	1st Class Letter EReturnRec	$5.335	29706	OCT 22 2015 5:03P	
9171999991703461477793 15080344218668	1st Class Letter EReturnRec	$5.335	32507	OCT 22 2015 5:03P	
9171999991703461477809 15100435018682	1st Class Letter EReturnRec	$5.335	32533	OCT 22 2015 5:03P	
9171999991703461477816 15100436818675	1st Class Letter EReturnRec	$5.335	36619	OCT 22 2015 5:03P	
9171999991703461477823 15100436718672	1st Class Letter EReturnRec	$5.335	33309	OCT 22 2015 5:03P	

Confirmation Services Report

Pitney Bowes

Customer Mailer ID/DUNS Number: 900434001
PBP Account Number: 40708380
Serial Number: 0003162143
Date Printed: NOV 24 2015

Barcode Customer Reference	Class and Service	Postage	Destination	Uploaded	Notes
917199999170352881 6831 15070288316	1st Class Letter EReturnRec	$5.335	32506	NOV 24 2015 5:28P	
91719999917035288 15020068016	Kitchell, Darrell L & Lisa S Gassman CE 15-07-02883 #16 615 N 48th Ave Pensacola, FL 32506				015
91719999917035288 15080356116	EReturnRec			5:28P	015
917199999170352881 7517 15110465818682	1st Class Letter EReturnRec	$5.335	32514	NOV 24 2015 5:28P	
917199999170352881 7524 15110465318677	1st Class Letter EReturnRec	$5.335	32504	NOV 24 2015 5:28P	
917199999170352881 7531 15110264518672	1st Class Letter EReturnRec	$5.335	32534	NOV 24 2015 5:28P	
917199999170352881 7548 15110466518671	1st Class Letter EReturnRec	$5.335	32514	NOV 24 2015 5:28P	
917199999170352881 7555 15060214318680	1st Class Letter EReturnRec	$5.335	32533	NOV 24 2015 5:28P	
917199999170352881 7562 15050160618670	1st Class Letter EReturnRec	$5.335	32506	NOV 24 2015 5:28P	
917199999170352881 7579 15070304618674	1st Class Letter EReturnRec	$5.335	32506	NOV 24 2015 5:28P	
917199999170352881 7586 15110466118671	1st Class Letter EReturnRec	$5.335	32505	NOV 24 2015 5:28P	
917199999170352881 7593 15050191318674	1st Class Letter EReturnRec	$5.335	75019	NOV 24 2015 5:28P	
917199999170352881 7609 15050187718680	1st Class Letter EReturnRec	$5.335	32505	NOV 24 2015 5:28P	

UNITED STATES POSTAL SERVICE

Date Produced: 11/30/2015

ENVIRONMENTAL ENFORCEMENT:

The following is the delivery information for Certified Mail™ item number 7199 9991 7035 2881 6831. Our records indicate that this item was delivered on 11/27/2015 at 01:54 p.m. in PENSACOLA, FL 32506. The scanned image of the recipient information is provided below.

Signature of Recipient :

Signature	X Stephanie Gunderson
Printed Name	Stephanie Gunderson

Address of Recipient :

Delivery Address	615 N 48th Ave.

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: 3162143 4070838015070288316

Escarosa Land Research, L.L.C.

P. O. Box 12783
Pensacola, FL 32595-2783

Invoice

Date	Invoice #
10/14/2015	102015

Bill To
Escambia County Clerk, Accounts Payable Environmental Enforcement Division 221 Palafox Place, Suite 140 Pensacola, FL 32502-5843

P.O. No.	Terms	Project
CE#150702883	Due on receipt	

Description	Qty	Rate	Amount
Title Search 25 E Devane Litchell Darrell & Glassman Lisa S. Act#02-1047-000		75.00	75.00

Thank you for your business

Total	$75.00
Payments/Credits	$0.00
Balance Due	$75.00

ESCAROSA LAND RESEARCH, LLC
P.O. Box 12783 Pensacola, Fl. 32575-2783
Phone 1-850-994-5104 ** E-Mail escarosaland@yahoo.com

TITLE SEARCH REPORT

Escambia County
Neighborhood and Environmental Services Department
Code Enforcement
3363 West Park Place
Pensacola, FL 32505

Date: 10/14/2015
Invoice No. 100215

The information contained in this title search is being furnished by Escarosa Land Research, LLC. If this report is to be used by a title Insurance agent for evaluation and determination of insurability by the agent prior to the issuance of title insurance, then the agent shall have liability for such work, as provided in the Real Estate Settlement Procedures Act ("RESPA") and regulations promulgated pursuant thereto. If this report is used SOLELY in connection with litigation, RESPA does not apply.

Provided for: Code Enforcement Division
After an examination of this search the Agent must:

Code Enforcement Reference: CE#150702883
25 E Devane
Kitchell, Darrell & Gassman, Lisa Susan
Act#02-1047-000

A. Evaluate all instruments, plats and documents contained in the report.

B. Include in the Commitment under Schedule B, any additional requirements and/or exceptions you find necessary from your analysis of the surveys, prior title evidence or other relevant information from the transaction.

C. Verify the status of corporations and limited partnerships with the appropriate governmental agency or other authorities.

D. Unless exactly provided by Escarosa Land Research, LLC, determine whether the property has legal access.

E. Determine if any unpaid municipal taxes or assessments exist, which are not recorded in the Official Records Books of the county.

F. Unless expressly provided by Escarosa Land Research, LLC, determine whether any portion of the property is submerged or artificially filled, if the property borders a body of water, and if riparian or littoral rights exist.

G. The information provided herein does not include a search of federal liens filed in the Office of the Secretary of State, pursuant to Sec. 713.901, et seq., F.S., which became effective January 1, 1993 and which designated that Office as the place for filing federal liens against tangible and intangible personal property of partnerships, corporations, trusts and decedents' estates. For insuring purposes, personal property includes, but is not limited to, mortgages, leaseholds, mortgages on leaseholds, interests in cooperative associations, vendees' interests and options.

Effective Date of Search 10/13/2015 at 8:00 A.M.

Apparent title vested in Darrell Lee Kitchell by Warranty Deed in OR 2904 Page 538 AND Lisa S. Gassman formerly Lisa Susan Kitchell by Final Decree of Dissolution of Marriage in OR 5070 Page 1524.

Signed this 14 day of October, 2015
By: _____
John F. Jackson, Managing Member

TITLE SEARCH REPORT

File Number: 100215

DESCRIPTION OF REAL PROPERTY to be insured/foreclosed situated in Escambia County, Florida:

Lot 6, Block 123, EnsleyEscambia County, Florida, according to the Plat thereof recorded in Deed Book 87, at Page 244, of the public records of said County.

MUNIMENTS OF TITLE, including bankruptcy, foreclosure, quiet title, probate, guardianship and incompetency proceedings, if any, recorded in the Official Record Books of the County:
1. Warranty Deed recorded 5/3/72 in OR 610 Page 541 from Bernard Schlusberg and Gloria Schlusberg, husband and wife to W. J. Stacey and Millie Stacey, husband and wife.
2. Death Certificates of Millie Millie Lee Stacey in OR 2043 Page 915 and OR 2234 Page 920.
3. Certificate of Title recorded 1/13/87 in OR 2425 Page 748 from Clerk of Circuit Court to LanMark Equity Corporation of FL.
4. Corporation Warranty Deed recorded 10/26/87 in OR 2470 Page 108 from LandMark Equity Corporation of Florida to Gerald W. Frye and Laura Frye, husband and wife.
5. Quit Claim Deed recorded 10/7/89 in OR 2787 Page 908 from Gerald William Frye, a divorced and unremarried man and Laura Frye, a divorced and unremarried woman to LandMark Equity Corporation of Florida.
6. Corporation Warranty Deed recorded 8/31 90 in OR 2904 Page 538 from LandMark Equity Corporation of Florida to Darrell Lee Kitchell and Lisa Susan Kitchell, husband and wife.
7. Final Judgment in Dissolution of Marriage in OR 5070 Page 1524 between Darrell Lee Kitchell and Lisa Susan Kitchell, now known as Lisa Susan Gassmsn.
8. Marriage Certificate in OR 6137 Page 1340 between Darrell Lee Kitchell and Angela Denise Cleeton.

MORTGAGES, ASSIGNMENTS AND MODIFICATIONS:
1. Mortgage to CitiFinancial Equity Services, Inc in OR 4946 Page 736.

OTHER PROPERTY LIENS: none found.

RESTRICTIONS AND EASEMENTS: none found.

OTHER ENCUMBRANCES:
1. Final Judgment in OR 6797 Page 961 as certified in OR 6836 Page 718.

REAL PROPERTY TAX INFORMATION

Act#02-1047-000; TA#11-1S-30-1901-006-123; 2014 taxes not paid; 5 Open Tax Ctfs: #660 of 2015; #972 of 2011; #779 of 2012; #656 of 2013; and #585 of 2014; no other delinquent posted.

Proposed Purchaser/Mortgagor: Not applicable

The name of the proposed purchaser/mortgagor was searched for the past twenty years for unsatisfied judgments and tax liens (state, federal and other liens for the recovery of money) and personal names were checked for un-restored Incompetency and for guardianship proceedings. The following matters appeared of record and copies are attached for evaluation by the agent: Not applicable.

TITLE SEARCH REPORT

File number: 100215

STANDARD EXCEPTIONS

Unless satisfactory evidence is presented to the agent eliminating the need for standard exceptions, the following should be made a part of any commitment or policy.

1. Taxes for the year of the effective date of this policy and taxes or special assessments which are not shown as existing liens by the public records.

2. Rights or claims of parties in possession not shown by the public records.

3. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.

4. Easements or claims of easements not shown by the public records.

5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

6. Any owner policy issued pursuant hereto will contain under Schedule B the following exception: Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the lands insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.

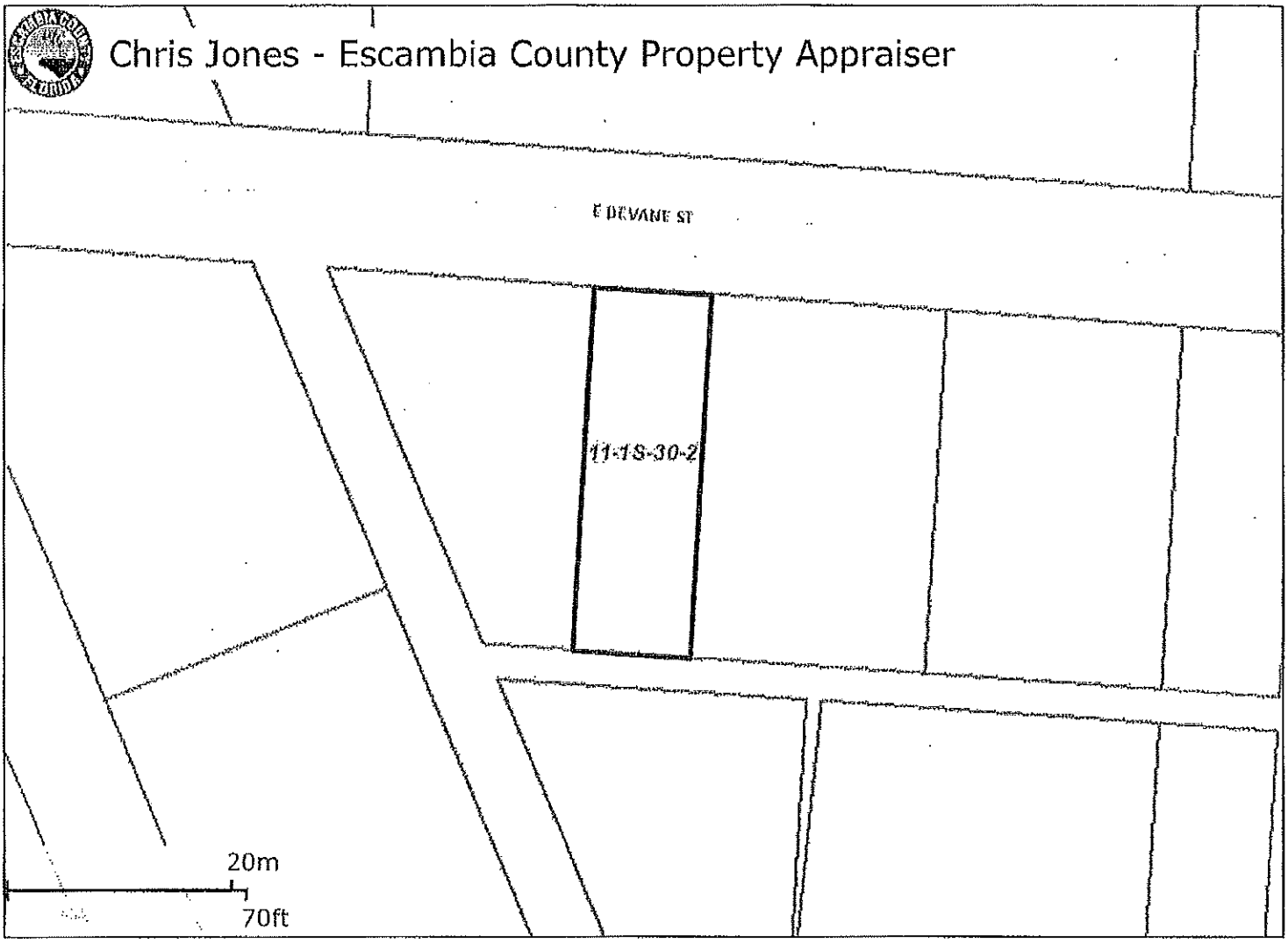
7. Federal liens, if any, filed with the Office of the Secretary of State, pursuant to Sec. 713.901, et seq., F.S., which became effective January 1, 1993, and which designated that Office as the place for filing federal liens against tangible and intangible personal property of partnerships, corporations, trusts and decedents' estates. For insuring purposes , personal property includes but is not limited to, mortgages, leaseholds, mortgages on leaseholds, interests in cooperative associations, vendees' interests, and options.

8. Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.

This report does not cover matters filed in the Federal District Courts of Florida.

In foreclosure proceedings, title should be examined between the effective date of this report and the recording of the lis pendens to assure that all necessary and proper parties are joined. Consideration should be given to joining as defendants any persons in possession, other than the record owner, and any parties, other than those named herein, known to the plaintiff or the plaintiff's attorney and having or claiming an interest in the property.

Prior to issuance of any policy or title insurance, the agent must obtain and evaluate a title search for the period between the effective date of this Title Search Report and the recording dates of the instrument(s) on which the policy is based.


Chris Jones - Escambia County Property Appraiser
E DEVANE ST
11-1S-30-2
20m
70ft

Escambia County Tax Collector

generated on 10/11/2015 8:39:39 AM CDT

Tax Record

Last Update: 10/11/2015 8:39:39 AM CDT

Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied on as such.

Account Number	Tax Type	Tax Year
02-1047-000	REAL ESTATE	2014

Mailing Address
KITCHELL DARRELL L & LISA SUSAN
25 E DEVANE ST
PENSACOLA FL 32534

Property Address
25 E DEVANE ST

GEO Number
111S30-1901-006-123

Exempt Amount	Taxable Value
See Below	See Below

Exemption Detail
HX 21102

Millage Code
06

Escrow Code

Legal Description (click for full description)
111S30-1901-006-123 25 E DEVANE ST LT 6 BLK 123 ENSLEY PLAT DB 87 P 244 OR 2904 P 538

Ad Valorem Taxes

Taxing Authority	Rate	Assessed Value	Exemption Amount	Taxable Value	Taxes Levied
COUNTY	6.6165	21,102	21,102	$0	$0.00
PUBLIC SCHOOLS					
By Local Board	2.0850	21,102	21,102	$0	$0.00
By State Law	5.2370	21,102	21,102	$0	$0.00
WATER MANAGEMENT	0.0390	21,102	21,102	$0	$0.00
SHERIFF	0.6850	21,102	21,102	$0	$0.00
M.S.T.U. LIBRARY	0.3590	21,102	21,102	$0	$0.00

Total Millage	15.0215	Total Taxes	$0.00

Non-Ad Valorem Assessments

Code	Levying Authority	Amount
NFP	FIRE - 595-4960	$85.00

Total Assessments	$85.00
Taxes & Assessments	$85.00

Prior Year Taxes Due

Year	Folio	Status	Cert.	Cert. Yr.	Amount
2014	52585		660	2015	$120.49
2010	52469		972	2011	$197.60
2011	52668		779	2012	$169.01

2012	52677	656	2013	$158.75
2013	52698	585	2014	$139.62
			Prior Years Total	$785.47

If Paid By	Prior Years Due
10/31/2015	$785.47

Unpaid amounts due increase immediately if county-held certificate is purchased or tax warrant is issued. TAXES PAID AFTER CERTIFICATE IS ISSUED MUST BE IN CASH OR CERTIFIED FUNDS.

Click Here To Pay Now

PREPARED BY BERNARD SCHLOSBERG
8360 FAIRVIEW ROAD
ELKINS PARK, PA 19117

Form 140
PRINTED AND FOR SALE
MAYES PRINTING CO
PENSACOLA, FLA

State of Florida)
Escambia County)

WARRANTY DEED.

601 PAGE 541

Know All Men by These Presents: That we, Bernard Schlosberg and Gloria Schlosberg, husband and wife,

for and in consideration of Ten Dollars and other good and valuable considerations----------
----------DOLLARS
the receipt whereof is hereby acknowledged, do bargain, sell, convey and grant unto W. J. Stacey and Millie Stacey, husband and wife,

their heirs, executors, administrators and assigns, forever, the following described real property situate, lying and being in the ----------County of Escambia State of Florida to-wit. Lot 6, Block 123, Ensley, Section 11, Township 1 South, Range 30 West, Escambia County, Florida, described according to plat of said Subdivision recorded in Deed Book 87, Page 244 of the records of said County.

DOC. STAMPS PAID FOR MAY 1972 PB 11620 $01.65

FILED & RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA CO. FLA. ON MAR 9 4 28 PM '72 AND RECORD VERIFIED BY CLERK OF CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

69169

INTANGIBLE TAX PAID FOR MAY 1972 PB 11600 $04.50

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, free from all exemptions and right of homestead.

And we covenant that we are well seized of an indefeasable estate in fee simple in the said property, and have a good right to convey the same; that it is free of lien or encumbrance, and that we, our heirs, executors and administrators, the said grantees their heirs, executors, administrators and assigns, in the quiet and peaceable possession and enjoyment thereof, against all persons lawfully claiming the same, shall and will forever *warrant* and *defend*.

IN WITNESS WHEREOF we have hereunto set our hands and seals this
day of March A.D. 1972

Signed, sealed and delivered in the presence of

Bernard Schlosberg (SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

State of Pennsylvania)
County)

Before the subscriber personally appeared Bernard Schlosberg
and Gloria Schlosberg,
his wife, known to me, and known to me to be the individuals described by said names, in and who executed the foregoing instrument and acknowledged that they executed the same for the uses and purposes therein set forth.

Given under my hand and official seal this day of March 1972.

ROBERT H. FRANKLIN
2708 W. SHARON AVE.
PHILA., PA. 19130
MAR 1 1974
NOTARY PUBLIC
PHILA. COUNTY

Notary Public

My commission expires

Notice
Effective June 1, 2004 Pursuant to Florida Senate Bill 2962, Section 28.24(12)(e) of the Florida Statutes, an additional service charge of **$4 per page** shall be paid to the Clerk of the Circuit Court for each instrument listed in s. 28.222, and recorded in the Official Records, with the exception of Lis Pendens. Please read this notice or consult the Senate Bill 2962 for more information on this change.

Escambia County Florida Clerk of the Circuit Court
Official Records Search
ONCORE

INSTRUMENT

Instrument	1985359462	Date	04/04/1985
Book	2043	Time	12:0 PM
Page	915	Transfer Amt	$.00
Pages	0	Finance Amt	$.00
Misc	$.00	Doc Stamps	$.00
Document Code		Intangible Tax	$.00
Document Type	DEATH CERTIFICATE	Recording Fee	$.00
Legal			
Addl Comments	DEATH CERT DEATH CERT		
Case Number			

GRANTORS

1 STACEY MILLIE LEE

GRANTEES

1 STACEY MILLIE LEE

RELATED INSTRUMENTS

None

DOCUMENT IMAGE


No Document Image Found -- Available on Microfilm only


Document Image Not Available on Public Internet

[Search Again]

INTERNET IMAGE REDACTION REQUEST FORMS

Public Records - Social Security Number / Bank Account Removal Request

Public Records - Military Discharge Removal Request

Public Records - Official Records Internet Image Removal Request

FLORIDA LAW AND PUBLIC RECORDS

Florida Statute Chapter 119 Public Records

Florida Statute 817.568 Criminal Use of Personal Identification Information

Florida Statute Chapter 28 Clerks of Court

Notice

Effective June 1, 2004
Pursuant to Florida Senate Bill 2962, Section 28.24(12)(e) of the Florida Statutes, an additional service charge of $4 per page shall be paid to the Clerk of the Circuit Court for each instrument listed in s. 28.222, and recorded in the Official Records, with the exception of Lis Pendens.

Please read this notice or consult the Senate Bill 2962 for more information on this change.

Escambia County Florida Clerk of the Circuit Court
Official Records Search
ONCORE

INSTRUMENT

Instrument	1986459202	Date	06/16/1986
Book	2234	Time	1:40 PM
Page	920	Transfer Amt	$.00
Pages	0	Finance Amt	$.00
Misc	$.00	Doc Stamps	$.00
Document Code		Intangible Tax	$.00
Document Type	DEATH CERTIFICATE	Recording Fee	$.00
Legal			
Addl Comments	DEATH CERTIFICATE DEATH CERT		
Case Number			

GRANTORS

1 STACEY MILLIE LEE

GRANTEES

1 STACEY MILLIE LEE

RELATED INSTRUMENTS

None

DOCUMENT IMAGE


No Document Image Found -- Available on Microfilm only


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FLORIDA LAW AND PUBLIC RECORDS

Florida Statute Chapter 119 Public Records

Florida Statute 817.568 Criminal Use of Personal Identification Information

Florida Statute Chapter 28 Clerks of Court

IN THE CIRCUIT COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA

LANDMARK EQUITY CORPORATION OF FLORIDA,

Plaintiff,

v.

W. J. STACEY and BETTY J. STACEY, Husband and Wife,

Defendants.

Case No. 87-130-CA-01
Division "B"

FILED & RECORDED
CIVIL DIVISION
Jul 8 4 55 PM '87
ERNIE LEE MAGAHA
CLERK
CIRCUIT & COUNTY COURT
ESCAMBIA COUNTY, FLA.

CERTIFICATE OF TITLE

I, Ernie Lee Magaha, Clerk of the above entitled Court, do hereby certify that heretofore, on June 22, 1987, I executed and filed herein my Certificate of Sale of the mortgaged property, and that no objections to such sale had been filed herein on or before the date hereof, and that ten days have elapsed since the filing of said Certificate of Sale.

That, as recited in said Certificate of Sale, the mortgaged property is described as follows:

> Lot 6, Box 123, Ensley, Section 11, Township 1 South, Range 30 West, Escambia County, Florida, described according to plat of said subdivision recorded in Deed Book 87, Page 244 of the records of said County.

Sold by me to Landmark Equity Corporation of Fl., who now has title thereto.

WITNESS my hand and the Official Seal of this Honorable Court this 8th day of July, 1987.

ERNIE LEE MAGAHA
As Clerk of the Court

BY: Glenda Ward
Deputy Clerk

D.S. PD: $.35
DATE 7-13-87
JOE A. FLOWERS, COMPTROLLER
BY: D.C.
CERT. REC. #59-20433-87-27-01

Jul 13 2 21 PM '87

5614

ORB 2470 PG 106

CA Form 106

FILE No. 87-2232E
DOC 90.75
SUR
REC 5.00 + 1.00

CORPORATION WARRANTY DEED

This instrument was prepared by:
JEANETTE CALDER
FLORIDA TITLE COMPANY
98 EAST GARDEN STREET
PENSACOLA, FL

STATE OF FLORIDA,

COUNTY OF

Grantee's Address

KNOW ALL MEN BY THESE PRESENTS: That the LANDMARK EQUITY CORPORATION OF FLORIDA

a corporation, Grantor *, for and in consideration of Ten Dollars ($10.00) and other good and valuable considerations the receipt of which is hereby acknowledged has bargained, sold, conveyed and granted unto GERALD W. FRYE AND LAURA FRYE, husband and wife

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:

Lot 6, Box 123, Ensley, Section 11, Township 1 South, Range 30 West, Escambia County, Florida, described according to plat of said subdivision recorded in Deed Book 87, Page 244 of the records of said County.

D.S. PD. $ 90.75
DATE 10-26-87
JOE A. FLOWERS, COMPTROLLER
BY: D.C.
G.T. REG. #59-2043328-27-01

FILED AND RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA CO. FLA.
Oct 26 10 07 AM '87
JOE A. FLOWERS CLERK CIRCUIT COURT
BY: DEPUTY CLERK

87 69 69

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 number shall include the plural, and the plural the singular, the use of any gender shall include all genders.

IN WITNESS WHEREOF, grantor has hereunto set grantor's hand and seal on October 20

Attest: Asst. Secretary

LANDMARK EQUITY CORPORATION OF FLORIDA

BY: HARRY E. WILLIAMS, SR. VICE-PRESIDENT

Signed, sealed and delivered in the presence of:
Wendy Woodrich
Katherine L Prouty

(Corporate Seal)

STATE OF ~~FLORIDA~~ MARYLAND
COUNTY OF Montgomery

The foregoing instrument was acknowledged before me this 20th day of October 1987 by HARRY E. WILLIAMS, VICE PRESIDENT of LANDMARK EQUITY CORPORATION OF FLORIDA, a FLORIDA corporation, on behalf of the corporation.

CLERK FILE NO.

Notary Public

My Commission Expires

(Notary Seal)

D.S. RD. $ 70.75

DATE 12-7-89

JOE A. FLOWERS, COMPTROLLER

BY: [signature] D.C.

CERT. REG. #59-2043328-27-01

OR BOOK 2787 PG 908

STATE OF FLORIDA

COUNTY OF ESCAMBIA QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: That GERALD WILLIAM FRYE, a divorced and unremarried man, and LAURA FRYE, a divorced and unremarried woman, for and in consideration of one dollar and other good and valuable consideration, the receipt whereof is hereby acknowledged, do remise, release, and quitclaim to LANDMARK EQUITY CORPORATION OF FLORIDA, its successors and assigns, forever, the real property in Escambia County, Florida, described as follows:

Lot 6, Block 123, Ensley, Section 11, Township 1 South, Range 30 West, Escambia County, Florida, described according to plat of said subdivision recorded in Deed Book 87 at page 244 of the records of said County.

To have and to hold unto the said grantee, its successors and assigns, forever, together with all singular and tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

IN WITNESS WHEREOF, we have hereunto het our hands and seals this 6TH day of DECEMBER, 1989.

Signed, sealed and delivered in the presence of:

[signature] [signature] (SEAL)

[signature] [signature] (SEAL)

Witnessed as to Gerald William Frye and Laura Frye

Before the subscriber personally appeared GERALD WILLIAM FRYE, a divorced and unremarried man, and LAURA FRYE, a divorced and unremarried woman, known to me to be the individuals described by said names in and who executed the foregoing instrument and acknowledged that they executed the same for the uses and purposes therein set forth.

Given under my hand and official seal this 6TH day of DECEMBER, 1989.

[signature]

NOTARY PUBLIC

My Commission Expires: 1/18/91

This instrument prepared by
Eric Eggen
Attorney at Law
Suite 13, 4300 Bayou Blvd.
Pensacola, Florida

PREPARED BY AND RETURN TO: JEANETTE LEE CALDER, C.L.C.
SOUTHLAND TITLE OF PENSACOLA, INC.
900 EAST SCOTT STREET
PENSACOLA, FLORIDA, 32503

FILE NO. 90-4132
DOC. 88.00
REC: 6.00
TOTAL

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CORPORATION WARRANTY DEED

OR BK 2904 PG 538

Tax ID # 01-1047-000

KNOW ALL MEN BY THESE PRESENTS: That
LANDMARK EQUITY CORPORATION OF FLORIDA,
A MARYLAND CORPORATION
, Grantor*,
for and in consideration of Ten Dollars ($10.00) and other good and valuable considerations the receipt of which is hereby acknowledged has bargained, sold, conveyed and granted unto
DARRELL LEE KITCHELL AND LISA SUSAN KITCHELL,
HUSBAND AND WIFE
, Grantee*
Address: 25 EAST DEVANE PENSACOLA, FLORIDA, 32534
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:

LOT 6, BLOCK 123, ENSLEY, SECTION 11, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, DESCRIBED ACCORDING TO PLAT OF SAID SUBDIVISION RECORDED IN DEED BOOK 87, AT PAGE 244, OF THE PUBLIC RECORDS OF SAID COUNTY.

D. S. PD. $88.00
DATE 8-31-90
JOE A. FLOWERS, COMPTROLLER
BY: D. Powers D.C.
CERT. REG. #69-2043328.27-04

AUG 31 2 25 PM '90
FILED AND RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA CO., FLA.

82360

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 AUGUST 21, 1990

Attest: C. B. Williams
Asst. Secretary

LANDMARK EQUITY CORPORATION OF FLORIDA

BY: Billy F. Richardson
ITS Vice PRESIDENT

Signed, sealed and delivered in the presence of:

Jacqueline A. Peters
WITNESS

Connie W. Hickman
WITNESS

(Corporate Seal)

STATE OF FLORIDA Georgia
COUNTY OF Clayton

The foregoing instrument was acknowledged before me this AUGUST 27th, 1990 by BILLY F. RICHARDSON, VICE PRESIDENT, of LANDMARK EQUITY CORPORATION OF FLORIDA A MARYLAND corporation, on behalf of the corporation.

CLERK FILE NO

Kathy N. Ellington
Notary Public

Notary Public, Clayton County, Georgia
My Commission Expires Sept. 2, 1991
My Commission Expires

NOTARIAL SEAL
(Notary Seal)

Notice
Effective June 1, 2004 Pursuant to Florida Senate Bill 2962, Section 28.24(12)(e) of the Florida Statutes, an additional service charge of **$4 per page** shall be paid to the Clerk of the Circuit Court for each instrument listed in s. 28.222, and recorded in the Official Records, with the exception of Lis Pendens. Please read this notice or consult the Senate Bill 2962 for more information on this change.

Escambia County Florida Clerk of the Circuit Court
Official Records Search
ONCORE

INSTRUMENT

Instrument	2003060622	Date	02/17/2003
Book	5070	Time	2:42 PM
Page	1524	Transfer Amt	$.00
Pages	8	Finance Amt	$.00
Misc	$.00	Doc Stamps	
Document Code		Intangible Tax	
Document Type	FINAL JUDGMENT/FAMILY LAW	Recording Fee	
Legal			
Addtl Comments	DISSOLUTION OF MARRIAGE 02 DR 3368		
Case Number			

GRANTORS

1 KITCHELL DARRELL LEE

GRANTEES

1 KITCHELL LISA SUSAN

2 GASSMAN LISA SUSAN

RELATED INSTRUMENTS

None

DOCUMENT IMAGE



Document Image Not Available on Public Internet

[Search Again]

INTERNET IMAGE REDACTION REQUEST FORMS

Public Records - Social Security Number / Bank Account Removal Request

Public Records - Military Discharge Removal Request

Public Records - Official Records Internet Image Removal Request

FLORIDA LAW AND PUBLIC RECORDS

Florida Statute Chapter 119 Public Records

Florida Statute 817.568 Criminal Use of Personal Identification Information

Florida Statute Chapter 28 Clerks of Court

INFORMATION ON IDENTITY THEFT

Recorded in Public Records 05/03/2007 at 10:27 AM OR Book 6137 Page 1340, Instrument #2007042159, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL

Department of Health • Vital Statistics

STATE OF FLORIDA
MARRIAGE RECORD

TYPE IN UPPERCASE
USE BLACK INK
This license not valid unless seal of Clerk, Circuit or County Court, appears thereon.

(STATE FILE NUMBER)

2007 ML 000716
(APPLICATION NUMBER)

APPLICATION TO MARRY

1. GROOM'S NAME (First, Middle, Last)			2. DATE OF BIRTH (Month Day, Year)
DARRELL LEE KITCHELL			12/19/1959
3a. RESIDENCE - CITY, TOWN, OR LOCATION	3b. COUNTY	3c. STATE	4. BIRTHPLACE (State or Foreign Country)
PENSACOLA	ESCAMBIA	FLORIDA	MISSOURI
5a. BRIDE'S NAME (First, Middle, Last)		5b. MAIDEN SURNAME (If different)	6. DATE OF BIRTH (Month Day, Year)
ANGELA DENISE CLEETON		HELMS	03/04/1966
7a. RESIDENCE - CITY, TOWN, OR LOCATION	7b. COUNTY	7c. STATE	8. BIRTHPLACE (State or Foreign Country)
PENSACOLA	ESCAMBIA	FLORIDA	INDIANA

WE THE APPLICANTS NAMED IN THIS CERTIFICATE, EACH FOR HIMSELF OR HERSELF, STATE THAT THE INFORMATION PROVIDED ON THIS RECORD IS CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THAT NO LEGAL OBJECTION TO THE MARRIAGE NOR THE ISSUANCE OF A LICENSE TO AUTHORIZE THE SAME IS KNOWN TO US AND HEREBY APPLY FOR LICENSE TO MARRY.

9. SIGNATURE OF GROOM (Sign full name using black ink)	10. SUBSCRIBED AND SWORN TO BEFORE ME ON (DATE)
▸ Darrell Lee Kitchell	04/04/2007
11. TITLE OF OFFICIAL	12. SIGNATURE OF OFFICIAL (Use black ink)
CLERK OF COURTS	▸ Maura Delma Pratt DEPUTY CLERK
13. SIGNATURE OF BRIDE (Sign full name using black ink)	14. SUBSCRIBED AND SWORN TO BEFORE ME ON (DATE)
▸ Angela Denise Cleeton	04/04/2007
15. TITLE OF OFFICIAL	16. SIGNATURE OF OFFICIAL (Use black ink)
CLERK OF COURTS	▸ Maura Delma Pratt DEPUTY CLERK

SEAL — CLERK OF CIRCUIT COURT • ESCAMBIA COUNTY, FLORIDA

LICENSE TO MARRY

AUTHORIZATION AND LICENSE IS HEREBY GIVEN TO ANY PERSON DULY AUTHORIZED BY THE LAWS OF THE STATE OF FLORIDA TO PERFORM A MARRIAGE CEREMONY WITHIN THE STATE OF FLORIDA AND TO SOLEMNIZE THE MARRIAGE OF THE ABOVE NAMED PERSONS. THIS LICENSE MUST BE USED ON OR AFTER THE EFFECTIVE DATE AND ON OR BEFORE THE EXPIRATION DATE IN THE STATE OF FLORIDA IN ORDER TO BE RECORDED AND VALID.

17. COUNTY ISSUING LICENSE	18. DATE LICENSE ISSUED	18a. DATE LICENSE EFFECTIVE	19. EXPIRATION DATE
ESCAMBIA	04/04/2007	04/07/2007	06/06/2007

20a. SIGNATURE OF COURT, CLERK OR JUDGE	20b. TITLE	20c. BY D.C.
▸ Ernie Lee Magaha	CLERK OF COURTS	MD

SEAL — CLERK OF CIRCUIT COURT • ESCAMBIA COUNTY, FLORIDA

CERTIFICATE OF MARRIAGE

I HEREBY CERTIFY THAT THE ABOVE NAMED GROOM AND BRIDE WERE JOINED BY ME IN MARRIAGE IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA.

21. DATE OF MARRIAGE (MONTH, DAY, YEAR)	22. CITY, TOWN, OR LOCATION OF MARRIAGE
4/29/2007	Pensacola, FL

23A. SIGNATURE OF PERSON PERFORMING CEREMONY (Use black ink)	23c. ADDRESS (Of person performing ceremony)
▸ Frances S Weiner	2383 Stoal Ct, Pensacola, FL 32514
23b. NAME AND TITLE OF PERSON PERFORMING CEREMONY (Or notary stamp)	24. SIGNATURE OF WITNESS TO CEREMONY (Use black ink)
FRANCES S WEINER, NOTARY	▸ Michael Gross Michael Gross
FRANCES S WEINER NOTARY PUBLIC STATE OF FLORIDA NY COMMISSION # DD 227115 EXPIRES: August 7, 2007 Bonded Thru Budget Notary Services	25. SIGNATURE OF WITNESS TO CEREMONY (Use black ink)
	▸ Crystal Johnson Crystal Johnson

INFORMATION BELOW FOR USE BY VITAL STATISTICS ONLY - NOT TO BE RECORDED

OR BK 4946 PG0736
Escambia County, Florida
INSTRUMENT 2002-990520

MTG DOC STAMPS PD @ ESC CO $ 34.65
07/31/02 ERNIE LEE MAGAHA, CLERK
By: Sallie Mundt

INTANGIBLE TAX PD @ ESC CO $ 19.66
07/31/02 ERNIE LEE MAGAHA, CLERK
By: Sallie Mundt

24-
34.65
19.66

After recording, please return to:
CITIFINANCIAL EQUITY
SERVICES, INC.
6249 N. DAVIS HWY., SUITE B
PENSACOLA FL 32504

This instrument was prepared by:
CITIFINANCIAL EQUITY #125872 al
SERVICES, INC.
6249 N. DAVIS HWY., SUITE B
PENSACOLA FL 32504

MORTGAGE

THIS MORTGAGE is made this 30th day of July , 2002, between the Mortgagor, DARRELL LEE KITCHELL AND LISA SUSAN KITCHELL, HUSBAND AND WIFE (herein "Borrower"), and the Mortgagee, CITIFINANCIAL EQUITY SERVICES, INC., a corporation organized and existing under the laws of Oklahoma, whose address is 6249 N. DAVIS HWY., SUITE B PENSACOLA FL 32504 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. $ 9,828.53, which indebtedness is evidenced by Borrower's note dated 07/30/2002 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on 08/05/2007 ;

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with the interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of ESCAMBIA , State of Florida:

ALL THAT CERTAIN PARCEL OF LAND IN ESCAMBIA COUNTY, STATE OF FLORIDA, AS MORE FULLY DESCRIBED IN OFFICIAL RECORD BOOK 2904, PAGE 538, ID # 02-1047-000, BEING KNOWN AND DESIGNATED AS LOT 6, BLOCK 123, ENSLEY, SECTION 11, TOWNSHIP 1 SOUTH, RANGE 30 WEST, RECORDED IN DEED BOOK 87, PAGE 244.

BY FEE SIMPLE DEED FROM LAND MARK EQUITY CORPORATION OF FLORIDA, AS SET FORTH IN OFFICIAL RECORD BOOK 2904, PAGE 538, DATED 08/21/1990 AND RECORDED 08/31/1990, ESCAMBIA COUNTY RECORDS, STATE OF FLORIDA.

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

Recorded in Public Records 03/27/2012 at 11:46 AM OR Book 6836 Page 718, Instrument #2012023324, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $10.00

Recorded in Public Records 12/15/2011 at 09:40 AM OR Book 6797 Page 961, Instrument #2011088893, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL

IN THE COUNTY COURT IN AND
FOR ESCAMBIA COUNTY, FLORIDA

CASE NO. 2010CC004698

FORD MOTOR CREDIT COMPANY LLC
Plaintiff,

vs.

DARRELL L. KITCHELL
ANGELA D. CLEETON
Defendant

ERNIE LEE MAGAHA
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL

2011 DEC 13 P 2:20

COUNTY CIVIL DIVISION
FILED & RECORDED

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

DEFAULT FINAL JUDGMENT
As to as to ANGELA D. CLEETON, only

THIS CAUSE came before the Court in chambers, for consideration of a Default Final Judgment. Based on a review of the Court file and, it appearing that a Default was properly entered, it is thereupon,

ORDERED AND ADJUDGED that the Plaintiff, FORD MOTOR CREDIT COMPANY LLC, recover of the Defendant(s) ANGELA D. CLEETON the sum of $7878.89 in principal, plus costs in the sum of $400.00, $ 530.00 in attorney's fees, and pre-judgment interest of $0.00 that total shall bear interest at the rate of 4.75% per annum on a quarterly basis, for which sum let execution issue.

IT IS FURTHER ORDERED AND ADJUDGED, that the judgment debtor shall complete under oath Florida Rule of Civil Procedure Form 1.977 or 7.343 (Fact Information Sheet) including all required attachments, and serve it on the judgment creditor's attorney with 45 days from the date of Final Judgment, unless the Final Judgment is satisfied or post-judgment discovery is stayed. Jurisdiction of the case is retained to enter further orders that are proper to compel the judgment debtor to complete form 1.977 or 7.343, including all required attachments, and serve it on the judgment creditor's attorney.

DONE AND ORDERED in Chambers at Pensacola Escambia County County, Florida this 13th day of December, 2011.

Judge

Copies to:
WILLIAM A. INGRAHAM, JR.
AND ASSOCIATES, P.A.
BOX 370098
MIAMI, FL 33137

10-14-11 NW
ANGELA D. CLEETON; ***-**-4432
25 EAST DEVANE ST
PENSACOLA FL 32534

PLAINTIFF'S ADDRESS (FS 55.10)
FORD MOTOR CREDIT COMPANY
AMERICAN ROAD RECOVERY
P.O. BOX 6508
MESA, AZ 85216

FEOctober 3, 201110031851.00148063000000041698944

Case: 2010 CC 004698
00099767640
Dkt: CC1033 Pg#: 1

Regarding 120 W Johnson St Lien

Berry Leonard <Berry.Leonard@Qorvo.com>

Fri 12/1/2017 2:26 PM

To:Janice K. Gilly <JKGILLY@myescambia.com>;

Importance: High

Dear Sir,

I just purchased a property through Escambia County Tax Deed sale:

Address: 120 W JOHNSON AVE 32534
Case 2012 TD 000735
Purchase Price $4,700
Assessed value: $12,915.00

The property has a lien on the property from Escambia county for previous owners nuisance, trash, debris etc.

Case: CE ll-03-01010
PR# I 1 1530-1901-009-054
Total Lien $28,900

I would like to request the lien to be **erased** from the previous owner so I can clear the title because the property value is much less than the current lien and will not justify paying property taxes.

I have many other items on the property title that I am cleaning up so I can put this property back into good standing and reinstate tax revenue for Escambia county.

Thanks for your consideration.

E. Berry Leonard
Manager REEC Investments LLC
321-297-4992
berry.leonard@qorvo.om

Recorded in Public Records 11/13/2017 10:17 AM OR Book 7808 Page 565, Instrument #2017088810, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $10.00 Deed Stamps $32.90

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

Tax Deed File No. 17-531
PropertyIdentification No. 111S301901009054
Tax Account No. 020748500

TAX DEED

State of Florida
County of Escambia

The following Tax Sale Certificate Numbered 00735 issued on June 1, 2012 was filed in the office of the tax collector of this County and application made for the issuance of a tax deed, the applicant having paid or redeemed all other taxes or tax sale certificates on the land described as required by law to be paid or redeemed, and the costs and expenses of this sale, and due notice of sale having been published as required by law, and no person entitled to do so having appeared to redeem said land; such land was on the 6th day of November 2017, offered for sale as required by law for cash to the highest bidder and was sold to: **REEC INVESTMENTS LLC**, 2218 BRIGHAM RD GREENSBORO NC 27409, being the highest bidder and having paid the sum of his bid as required by the Laws of Florida.

Now, on this 6th day of November 2017, in the County of Escambia, State of Florida, in consideration of the sum of ($4,700.00) FOUR THOUSAND SEVEN HUNDRED AND 00/100 Dollars, being the amount paid pursuant to the Laws of Florida does hereby sell the following lands, including any hereditaments, buildings, fixtures and improvements of any kind and description, situated in the County and State aforesaid and described as follows:

LTS 9 10 AND 11 BLK 54 ENSLEY PLAT DB 87 P 244 OR 3488 P 425 ALSO E1/2 OF 10 FT VAC ALLEY OR 3698 P 703

SECTION 11, TOWNSHIP 1 S, RANGE 30 W

**** Property previously assessed to: JOHN G WOODSON**

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

witness Mylinda Johnson
witness Emily Hogg

State of Florida
County of Escambia

On this 9th day of November 2017 before me Emily Hogg personally appeared Pam Childers, Clerk of the Circuit Court in and for the State and this County known to me to be the person described in, and who executed the foregoing instrument, and acknowledged the execution of this instrument to be his own free act and deed for the use and purposes therein mentioned.

Witness my hand and official seal date aforesaid.

PAM CHILDERS, Clerk of the Circuit Court
By:
Emily Hogg, Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
Escambia County Corrections

Escambia County Environmental Enforcement
3363 W Park Place
Pensacola, Florida 32505
Phone: 850-595-1820
Fax: 850-595-0149
Sandra Slay, Division Manager

120 W Johnson Street CE05120349 & CE110301010

03/08/11 Received complaint for trash, debris, deteriorated structure and overgrowth. Officer investigated the complaint and violations. Officer mailed NOV both regular and certified mail. Certified NOV was returned marked Undeliverable as addressed.

03/29/11 Violations remain.

04/21/11 Violations remain.

09/02/11 Violations remain. Sent 2nd NOV which returned as Undeliverable

09/13/11 Violations remail. Request Hearing

10/04/11 Hearing Notice was mailed both regular and certified mail. Copy of Hearing Notice posted on site. Certified Notice was returned marked undeliverable.

11/01/11 Hearing held. Special Magistrate Order issued. Deadline to abate all violations was 12/03/11, $100.00 per day fine issued as well as $1,100.00 court cost.

12/07/11 Owners failed to comply with Order. Non-Compliance letter mailed to owner and returned to us.

03/23/12 Case was referred for County Abatement

03/26/12 Violations abated by Escambia County

05/09/12 Certification of Cost letter mailed to owner.

Ernie Lee Magaha
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 201205121 1 07/02/2012 at 03:11 PM
OFF REC BK: 6877 PG: 1131 - 1131 Doc Type: CEL1
RECORDING: $10.00

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

ESCAMBIA COUNTY, FLORIDA

vs.

Case No.: CE 11-03-01010
Location: 120 W Johnson Avenue
PR# 111S30-1901-009-054

John G Woodson
120 W Johnson Ave
Pensacola, FL 32534

ORDER

THIS CAUSE was brought before the Office of the Environmental Enforcement Specia Magistrate on Petitioner's Certification of Costs, pursuant to the Special Magistrate's Order of November 01, 2011; and the Special Magistrate having found the Respondent in violation of Escambia County Code of Ordinances 42-196 (a), nuisance conditons, (b) trash & debris, (d) overgrowth, and 30-203 main structure (n), (o), (p), ®, and (w) . THEREFORE, the Special Magistrate being otherwise fully advised of the premises; it is hereby ORDERED, pursuant to Section 30-35 of the Escambia County Code of Ordinances, that the following itemized costs shall be added to the fines imposed by the Order of Special Magistrate dated November 01, 2011.

Itemized	Cost
a. Fines ($200.00 per day 12/3/11-3/26/12 42-196 & 30-203	$22,800.00
b. Court Costs	$ 1,100.00
c. County Abatement Fees	$ 5,000.00
Total:	$ 28,900.00

DONE AND ORDERED at Escambia County, Florida on this 27th day of June, 2012.

Special Magistrate
Office of Environmental Enforcement

Recorded in Public Records 11/07/2011 at 02:21 PM OR Book 6783 Page 700, Instrument #2011078348, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $44.00

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

Ernie Lee Magaha
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2011078378 11/07/2011 at 02:43 PM
OFF REC BK: 6783 PG: 755 - 759 Doc Type: CEL
RECORDING: $44.00

ESCAMBIA COUNTY, FLORIDA

VS.

CASE NO: CE#11-03-01010
LOCATION: 120 West Johnson Avenue
PR# 111S30-1901-009-054

John G. Woodson
120 West Johnson Avenue
Pensacola, Florida 32534

ORDER

This CAUSE having come before the Office of Environmental Enforcement Special Magistrate on the Petition of the Environmental Enforcement Officer for alleged violation of the ordinances of the County of Escambia, State of Florida, and the Special Magistrate having considered the evidence before him in the form of testimony by the Enforcement Officer and the respondent or representative, the respondent died in Jul 2011 but proper notice under the ord. was effected, as well as evidence submitted and after consideration of the appropriate sections of the Escambia County Code of Ordinances, the Special Magistrate finds that a violation of the following Code of Ordinance(s) has occurred and continues

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

Certified to be a true copy
Of the original on file in this office
Witness my hand and official seal
ERNIE LEE MAGAHA
Clerk of the Circuit Court
Escambia County, Florida
BY _____ D.C.
DATE _____

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

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

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

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

☐ 82-171 Mandatory Residential Waste Collection

☐ 82-15 Illegal Burning

☐ 82-5 Littering Prohibited

☐ LDC Article 6 Commercial in residential and non permitted use

☐ LDC 4.01.02 and LDC 4.01.04 Land Disturbance without permits

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

☐ Other _____

☐ Other _____

☐ Other _____

☐ Other _____

☐ Other _____

☐ Other _____

THEREFORE, The Special Magistrate being otherwise fully advised in the premises; it is hereby **ORDERED** that: The Estate of John G. Worden shall have until Dec 2nd, **2011** to correct the violation and to bring the violation into compliance. Corrective action shall include:

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

If you fail to fully correct the violation within the time required, you will be assessed a fine of $ 100.00 per day, commencing 12/3/11 for 42-196 (a) (b) (d) 30-203(a), 2011. This daily fine shall continue until this violation is abated and the violation brought into compliance or until as otherwise provided by law. **YOU ARE REQUIRED,** 10), (p), (r) + (w) immediately upon your full correction of this violation(s), to contact the Escambia County Environmental Enforcement Office in writing to request that they immediately inspect the property to make an official determination of whether the violation has been abated and brought into compliance. If the violation is not abated within the specified time period, then the County may elect to take whatever measures are necessary to abate the violation for you These measures could include, but are not limited to, **DEMOLISHING YOUR STRUCTURE (S), LEGALLY DISPOSING OF ALL CONTRIBUTING CONDITIONS, AND TOWING OF DESCRIBED VEHICLE (S).** The reasonable cost of such will be assessed against you and will constitute a lien on the property.

Costs in the amount of $ 1,000 are awarded in favor of Escambia County as the prevailing party against The estate of John C. Gordon

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

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

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

DONE AND ORDERED at Escambia County, Florida on the 1st day of November, 2011.

Janet Lander
Special Magistrate
Office of Environmental Enforcement

Date of Issuance	Escambia County	Case No
09/02/2011	Office of Environmental Enforcement Escambia County Central Office Complex 3363 West Park Place, Pensacola, FL 32505 PH: (850) 595-1820 FX (850) 595-1840	CE110301010

NOTICE OF VIOLATION

At (Location): PR: 111S301901009054	Zipcode	Date	Time
120 W JOHNSON, PENSACOLA , FL	32534	09/02/2011	11:31 AM

Name: WOODSON JOHN G Phone:

Address: 120 W JOHNSON AVE
PENSACOLA, FL 32534

DOB: // Race: Height: Weight: D.L.
SSN:

Comply within 10 days of receipt of this notice	**Warning** Failure to correct this violation and notify this Officer of Compliance will result in fines or a hearing. If the Hearing is scheduled you may be assessed $1,100 or more for costs of said hearing, plus possible fines; the County may abate the violations and place a Lien on the property.

Ordinance Description

Violation 1 — Sec. 30-203 (DD) Structural elements of a dwelling not maintained, structurally unsound, and showing evidence of deterioration which makes it incapable of carrying normal loads. Sec. 30-204 Method of abatement Obtain appropriate building permits to correct violations to the standards of the building codes in effect or Obtain a demolition permit to remove all violating structures, including the physical removal of demolition debris.

Violation 2 — Sec. 30-203 (O) A roof not structurally sound and not maintained in a safe manner and has defects, which might admit rain and cause dampness in the walls or interior portions of the building. Sec. 30-204 Method of abating nuisance Obtain appropriate building permits to correct violations to the standards of the building codes in effect or Obtain a demolition permit to remove all violating structures, including the physical removal of demolition debris.

Violation 3 — Sec. 30-203 (P) Portions, additions or sections of a roof including, but not limited to, the fascia, eave, soffit, sheathing, rafter, tail, barge rafter, vent screening, gutter, downspout, roof jack, lead or metal flashing, not complete with trim strips, moldings, brackets, braces, and supports in accordance with common building practices. An item displaying signs of deterioration, abuse or improper installation that could be construed to affect the purpose of that item or is causing damage to the immediate area or roof structure, that could allow dampness or admit rain to the interior of that building. Sec. 30-204 Method of abating nuisance Obtain appropriate building permits to correct violations to the standards of the building codes in effect or Obtain a demolition permit to remove all violating structures, including the physical removal of demolition debris.

Violation 4 — Sec. 30-203 (W) Windows that meet the requirement for light and ventilation that are not easily opened or are not secured in position by window hardware. Sec. 30-204 Method of abating nuisance Obtain appropriate building permits to correct violations to the standards of the building codes in effect or Obtain a demolition permit to remove all violating structures, including the physical removal of demolition debris.

Violation 5 — Sec. 30-203 (R) An unsafe inside or outside stair, porch or any appurtenance thereto incapable of supporting the load that normal use may cause to be placed thereon and is in unsound condition and bad repair. Sec. 30-204 Method of abating nuisance Obtain appropriate building permits to correct violations to the standards of the building codes in effect or Obtain a demolition permit to remove all violating structures, including the physical removal of demolition debris.

Violation 6	Sec. 30-203 (N) An exterior wall with holes, breaks, loose or rotting boards or timbers, any condition which might admit rain or dampness to the interior portions of the walls or occupied spaces of a building, and any siding material not kept in repair. Sec. 30-204 Method of abating nuisance Obtain appropriate building permits to correct violations to the standards of the building codes in effect or Obtain a demolition permit to remove all violating structures, including the physical removal of demolition debris.
Violation 7	Sec. 42-196 (b) Trash and Debris. The accumulation of garbage, or other solid waste materials which violates any state law, regulation, or ordinance of the county or which poses a danger to the health, safety, and welfare to residents of the county; Sec. 42-197(a) Method of abating nuisance Complete removal of all contributing conditions
Violation 8	Sec. 42-196(a) Nuisance Conditions. The creation or maintenance of any condition conducive to the breeding of rats, vermin, flies, mosquitoes, or other arthropods that are capable of transmitting diseases directly or indirectly to humans; Sec. 42-197 (a) For conditions conductive to the breeding of rats, vermin, flies, mosquitoes, or other arthropods: Complete removal of all contributing conditions.
Violation 9	Sec. 42-196 (d) Overgrowth. The existence of overgrowth on any residentially or commercially classified lands, except on lands classified agricultural, or on undeveloped and uncleared land in its natural vegetative state, or on land in which the property owner is in the process of restoring to its natural vegetative state and for which there are no plans to build upon and upon which no building structures or signs of such structures exist above ground. Such property shall be subject to the following: (1) The minimum parcel size shall be one acre or more; and (2) The parcel may not be located in a platted or unplatted residential subdivision; and (3) The property owner must execute a good faith affidavit attesting to his intent to restore the subject property to its natural vegetative state. This affidavit shall be recorded with the clerk of the circuit court and subsequent development of the parcel shall not be commenced until any overgrowth on the property has been cleared pursuant to this article. Sec. 42-197(c) (c) For overgrowth, weeds, and shrubbery constituting a nuisance under this article: Removal of all nuisance conditions.

Officer Comments

THIS NOTICE PERTAINS TO THE OVER GROWTH IN YARD ALL GRASS/WEEDS OVER 12 INCES TALL NEEDS TO BE CUT.,ALL TRASH AND DEBTIS NEEDS TO BE CLEANED UP., MISSING / BROKEN WINDOWS, NEED TO BE FIXED. ROOF WITH BLUE TARP, POURCH THAT IS DETERIATED, CAR PORT THAT IS FALLING DOWN. ALL ITEMS ABOVE NEED TO BE TCORRECTED, BEFORE THIS HAPPENS ALL PERMITS REQUIRED ARE TO BE IN PLACE. PLEASE CONTACT OFFICER CRAIG AT 850-554-7160.

Richard Craig 678

Signature of Officer: Richard Craig #678

Signature of Respondent

INSPECTION HISTORY

ESCAMBIA COUNTY - * LIVE *

CASE NO : CE05120349
ADDRESS : 120 W JOHNSON AVE
OWNER : WOODSON JOHN G
DATE : Sep 25, 2008
DESCRIP : TRASH, OVERGROWTH, INOP, & DILAPIDATED STRUCTURE

DATE	TIME	TYPE	INSP	COMMENTS
09/18/08	12:03:18	COMMENT		ADDED FINE ON COO 42-114 (2) START DATE: 08/22/06 FINE AMT: 25.00
02/04/08	16:24:44	COMMENT	16	COURT CST 675.00 + FINES 6450.00= $7125.00 TTL $7125.00
02/04/08	16:24:15	COMMENT		LIEN RECORDED 07/10/06 FOR 675.00 BOOK 5953 PAGE 478
02/04/08	16:22:03	COMMENT		ADDED FINE ON COO 42-114 (4) START DATE: 08/22/06 FINE AMT: 25.00
05/30/07	15:33:10	COMMENT	11	NEED PAPER WORK TO STOP FINES!
05/11/07	09:29:33	REQUEST	11	SUE FINES CAN STOP ON THIS CASE AS OF 05/07/2007 I WAS CALLED OUT THERE BY THE OWNER WHO ABATED ALL VIOLATIONS I TOOK PHOTOS
05/10/07	09:28:36	COMMENT		ALL VIOLATIONS WERE ABATED BY OWNER ON 05/07/2007 MET WITH JOHN WOODSON ON SITE OBSERVED ALL VIOLATIONS ABTED TOOK PHOTOS
08/07/06	14:51:36	RR RECD	13	UNCLAIMED RR# 7005 1820 0004 0935 0192
07/21/06	15:21:03	COMMENT	200	PROPERTY HAS NOT BEEN ABATED PER 976,
07/21/06	14:33:16	REI	662	REI TO FOLLOW SM ORDER
07/21/06	07:17:38	RR RECD	11	RR#7005 2570 0001 2810 8796 UNCLAIMED
07/19/06	08:53:55	LTR SENT	11	RR#7005 1820 0004 0935 0192 SM ORDER
07/18/06	07:58:50	HEARING	662	SM HEARING SCDH F/7/18/06 (AM) W/MESSER
06/30/06	07:58:15	LTR SENT	11	RR#7005 2570 0001 2810 8796 SM/PET/NOT SENT CERT 7 REG MAIL
06/28/06	08:30:59	REQUEST	11	REQUEST HEARING
06/27/06	16:29:45	FOLLOW UP	662	NO PROGRESS REQ HEARING
05/31/06	12:44:23	REI	662	PROPERTY STILL IN VIOLATION REQUEST NEXT LEVEL OF ENFORCEMENT
02/16/06	12:42:51	COMMENT		JOHN GLENN CALLED AND SAID HE NEEDED MOR E TIME TO ABTE ALL VIOLATIONS I GAVE HIM EXTENSION TILL 03/09/2006
02/16/06	10:52:51	MV		MAKEVIO RECORDED jecomans
02/16/06	10:52:43	REI	662	MADE CONTACT VIA PX WITH JOHN WOODSON GAVE EXTENSION TILL 03/09/2006
02/08/06	13:44:30	INS	662	MADE CONTACT WITH JOHN GLENN WOODSON ISSUED NOV FOR O/G T/D, INOPS.
02/08/06	10:53:14	NOV	662	ISSUED NOV TO JOHN GLENN WOODSON
12/06/05	13:43:49	NEW	662	COMPLAINT RECORDED BY srdunkli

Fax Memorandum

Escambia County
Office of Environmental Enforcement
6708 Plantation Road
Pensacola, 32504
Phone: 850.471.6160
Fax: 850.484.5096
Sandra Slay, Division Manager

To: Clerk's Office
Official Records
Attn: Brenda Robinson

Fax #: 595-4827

From: Charlotte Rhodes

Re: CE 05-12-0349 120 W Johnson Ave

Date: September 25, 2008

_____3_____ pages including cover sheet

Violations abated on 5/7/07. The following costs are filed as a lien on this property.

Court Costs	$ 675.00
Fines	$6,450.00
TOTAL	$7,125.00

Recorded in Public Record 07/20/2006 at 09:14 AM OR Book 5953 Page 256, Instrument #2006072897, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $27.00

Ernie Lee Magaha
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2006072951 07/20/2006 at 10:03 AM
OFF REC BK: 5953 PG: 478 - 480 Doc Type: CEL
RECORDING: $27.00

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

ESCAMBIA COUNTY, FLORIDA

Vs.

Case No.: 05-12-0349
Location: 120 W Johnson Avenue
PR# 111S30-1901-009-054

John G Woodson
120 W Johnson Avenue
Pensacola, FL 32534

ORDER

This CAUSE having come before the Office of Environmental Enforcement Special Magistrate on the Petition of the Environmental Enforcement Officer for alleged violation of the ordinances of the County of Escambia, State of Florida, and the Special Magistrate having considered the evidence before him in the form of testimony by the Enforcement Officer and the respondent or representative, John G. Woodson as well as evidence submitted and after consideration of the appropriate sections of the Escambia County Code of Ordinances, the Special Magistrate finds that a violation of the Code of Ordinances 30-203(E)(B)(D)

has occurred and continues.

Certified to be a true copy of the original on file in this office
Witness my hand and official seal
ERNIE LEE MAGAHA
Clerk of the Circuit Court
Escambia County, Florida
By: Heather Sullivan D.C.
Date: July 20, 2006

THEREFORE, The Special Magistrate being otherwise fully advised in the premises; it is hereby **ORDERED** that: John G Wasson shall have until 8/21, 2006 to correct the violation and to bring the violation into compliance. Corrective action shall include: Cut and dispose of all overgrowth, legally dispose of all debris, remove, repair or fence in a workmanlike manner pursuant to the Code

If you fail to fully correct the violation within the time required, you will be assessed a fine of $~~25.00~~ 100.00 per day, commencing 8/22, 2006. This daily fine shall continue until this violation is abated and the violation brought into compliance or until as otherwise provided by law. Immediately upon your full correction of this violation, you should contact the Escambia County Environmental Enforcement Office in writing to request that they immediately inspect the property to make an official determination of whether the violation has been abated and brought into compliance.

If the violation is not abated within the specified time period, then the County may elect to abate the violation for you and the reasonable cost of such will be assessed against you and will constitute a lien on the property.

Costs in the amount of $ 67.00 are hereby awarded in favor of Escambia County as the prevailing party against John Wasson.

This fine shall be forwarded to the Board of County Commissioners. Under the authority of 162.09(1), F.S. and Sec. 30-34(d) of the Code of Ordinances, the Board of County Commissioners may make all reasonable repairs necessary to bring the property into compliance if the violator does not correct the violation by a specified date.

The costs of such repairs shall be certified to the Special Magistrate and may be added to any fines imposed pursuant to this order.

All monies owing hereunder shall constitute a lien on all your real and personal property including any property involved herein, which lien can be enforced by foreclosure and as provided by law.

You have the right to appeal orders of the Special Magistrate to the Circuit Court of Escambia County. If you wish to appeal, you must give notice of such in writing to both the Environmental Enforcement Division at 6708 Plantation Road Pensacola, Florida 32504 and the Escambia County Circuit Court Clerk at the M.C. Blanchard Judicial Building, 190 Governmental Center, Pensacola, Florida 32501, no later than 30 days from the date of the Order. Failure to timely file a written Notice of Appeal will waive your rights to appeal.

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

DONE AND ORDERED at Escambia County, Florida on the 17 day of November, 2006.

Jim Messer
Special Magistrate
Office of Environmental Enforcement

Case No. CE0512034

ESCAMBIA COUNTY
SOLID WASTE MANAGEMENT DEPARTMENT
ENVIRONMENTAL CODE ENFORCEMENT DIVISION

32591

NOTICE OF VIOLATION

Location 120 w Johnson ave	Zip 32534	Date 2/8/06	Time 1715	Zone
Owner/Occupant/Agent/Contractor/Business John Glenn Woodson			Phone 477-5298	
Address 120 w Johnson ave		City Pensacola	State FL	Zip 32534
D.O.B. 2/13/62	Race W	Height 5'7"	Weight	D.L./ID/SS# W525-467-62-053-0	State FL

CHARGE(S) AND/OR VIOLATIONS			
		ESCAMBIA COUNTY CODE OF ORDINANCES (COO)	
		LAND DEVELOPMENT CODE (LDC)	
		FLORIDA STATE STATUTE (FSS)	
		FLORIDA ADMINISTRATIVE CODE (FAC)	

	LDC 7.07.06 (C): Deteriorated Structure	Board and secure all entries	*or*	Restore to Code *(Permit)*		
	COO 30-203 (C) & LDC 7.07.06 (C): Dilapidated Structure	Restore to Code COO 30-204 (1) (B) *(Permit)*	*or*	Demolish & property dispose of debris COO 30-204 (2) (B) *(Permit)*		
X	COO 30-203 (E): Overgrowth	Cut & legally dispose of all overgrowth in excess of 12"	*or*	Remove overgrowth by other means		
X	COO 30-203 (B) & 82-3: Trash, Rubbish, Garbage, Tires, Hazardous Material, Whitegoods, and/or Solid Waste	Legally dispose in an approved landfill	*or*	Legally dispose through a legal collector		
	LDC Article 6: Commercial/Industrial Use in Residential Area and non-permitted use	Rezone property & conform to all performance standards	*or*	Complete removal of commercial/Industrial entity		
	LDC 4.01.02 & 4.01.04: Land Disturbance without permit	Obtain Necessary Permits	OR	Cease Operation		
	COO 82-171: Mandatory Residential Waste Collection	Subscribe for pick-up & removal service with a legal collector	*or*	Comply with solid waste disposal requirements		
	FAC 62-256 & COO 82-15: Illegal burning	Immediately cease burning	*and*	Refrain from future burning		
	FSS 4.03.413 Littering Prohibited	Remove all refuse and dispose of legally	AND	Refrain from future littering		
	COO 94-51: Obstruction of Right-of-way	Remove all structures, signs, vehicles, etc. from right-of-way	*and*	Refrain from future obstructions		
X	COO 30-203 (D): Inoperable Vehicles	Locate vehicles in rear yard & screen with 6" opaque fence COO 30-204 (C) (1,2)	*or*	Repair vehicle(s) to operable condition COO 30-204 (C) and demonstrate vehicle is operable	*or*	Complete removal of inoperable vehicles COO 30-204 (C) (1,2)

WARNING:

Comply by:

2/23/06

Failure to fully correct the violations (see back of notice) and notify this Officer of compliance may result in fines or a hearing.

If the Hearing is scheduled you may be assessed $675.00 or more for costs of said hearing, plus possible fines; the County may abate the violations and place a lien on the property.

NOTE: EVEN IF YOU HAVE COMPLIED BY THE HEARING DATE, IT WILL NOT BE CANCELLED.

Other Comply with above marked County ordinances to avoid Citation or other Enforcement action. Call me with Questions

ESCAMBIA COUNTY
SOLID WASTE MANAGEMENT DEPARTMENT
ENVIRONMENTAL CODE ENFORCEMENT DIVISION
6708 PLANTATION ROAD • PENSACOLA, FL 32504
(850) 471-6160 • FAX (850) 484-5096

John Woodson
Signature of Respondent

Signature of Officer and number #976

Nuisance Conditions

Code of Ordinances Sec. 30-203. Defining nuisance conditions. The following conditions existing on real property in the unincorporated areas of the county shall constitute prima facie evidence of maintaining a nuisance within the meaning of injurious to the health, safety and welfare and shall include, but shall not be limited to:

a. The creation or maintenance of any condition to the breeding of rats, vermin, flies, mosquitoes or other arthropods that are capable of transmitting diseases directly or indirectly to humans;

b. The accumulation of rubbish, trash, garbage or other solid waste materials in violation of any state law, regulation or ordinance of the county;

c. The existence of any house, building, structure or real property or premises of which a dwelling, house, building or other structure is located which is dilapidated, unsafe and a menace to the health, safety or general welfare of the residents of the county;

d. The accumulation of one or more inoperable vehicle on any lot of less than three acres not abated pursuant to this section, provided, however, that duly licensed car sales lots, junk yards, salvage yard, or automotive repair shops for vehicles under repair are exempted from this subsection; and further provided, that north of Ten Mile Road, this nuisance condition shall apply only to lots of three acres or less in size;

e. The existence of overgrowth on any residentially or commercially classified lands, except on lands classified agricultural, or on undeveloped and uncleared land in the natural vegetative state.

Land Development Code 7.07.06 Nuisance. The following conditions, existing, permitted, maintained, or caused by any individual, municipal organization or corporation, governmental or private, on real property in Escambia County shall be prohibited. The existence of such conditions shall constitute prima facie evidence of maintaining a nuisance, injurious of health and such conditions shall not be deemed to be all inclusive.

C. The existence of any swelling, house, building structure or real property, or premises on which a dwelling, house, building or other structure is located which is unsafe and a menace to the health, safety, or general welfare of the residents of Escambia County, or which is deteriorated or dilapidated.

Abatement of Nuisance Conditions

Code of Ordinances Sec. 30-204. Methods of abating nuisances. Nuisance conditions may be abated in the following ways:

(1) For conditions conductive to the breeding of rats, vermin, flies, mosquitoes, or other arthropods: Complete removal of all contributing conditions.

(2) For dilapidated or unsafe buildings:
   a. Obtain appropriate building permits to correct all violations to the standards of the building codes, in effect; or
   b. Obtain a demolition permit to remove all violating structures, including the physical removal of demolition debris.

(3) For inoperable vehicle:
   a. Removal of vehicle from the front of the premises; and
   b. The relocation of such vehicle to the rear yard and the erection of a six-foot opaque fence constructed of wood, masonry, metal or similar materials or composed of trees and shrubs which fully conceals all such vehicles from the surrounding properties: provided, however, that nothing in this section shall be construed to authorize the construction of a fence not permitted by zoning, or to waive the requirement of suitable building permits relating thereto.

(4) For overgrowth: Removal of all overgrowth

Accumulation of Rubbish, Trash, etc.

Code of Ordinances 30-203 (B) and Sec. 82-3. Unauthorized accumulation. It shall be unlawful to allow an unauthorized accumulation of rubbish, yard trash, garbage, and putrescible waste on any residential or commercial premises not engaged in salvaging operation.

Mandatory Residential Waste Collection

Code of Ordinances Sec 82-171. Mandatory service; area of service. Every owner of real property containing five living units of less in the mandatory collection area located south of Stone Container Road, east of U.S. Highway 29, and south of Kingsfield Road, east of County Road 297-A, including all property contiguous of U.S. Highway 29, Kingsfield Road and County Road 297-A, generating waste within the county shall be responsible to subscribe for pick-up and removal services with the collector franchised or otherwise authorized by the county. In cases involving remote or isolated locations, special arrangements between the owner or occupant and the collector may be authorized by the administrator. Any occupation of an applicable living unit shall be prima facie evidence that waste is being produced and accumulated on such premises, and the owner thereof shall be responsible for removal and disposal of waste from the premises. It shall be the duty of the administrator to inspect such premises, and cause to be removed therefrom, any and all waste found thereon, at the expense of the owner thereof, and it shall be the duty of the administrator to institute prosecution of any person in violation of this chapter.

Illegal Burning

FL Administrative Code 62-256 and Code of Ordinances Sec. 82-15. Burning prohibited. It shall be unlawful for persons to burn solid waste in any manner other than in a duly authorized incinerator permitted under Section 82-102, or in accordance with the regulations promulgated by the State Department of Environmental Protection, as amended from time to time.

Commercial Activity on Public Right-of-Way

Code of Ordinances Sec. 86-109. Commercial activity on county right-of-way. It shall be unlawful to make commercial use of the right-of-way of any county owned or maintained road, including appendages thereto, or on any sidewalk, park or parkway. Such prohibited uses include, but are not limited to:

(1) The sale or the display for sale, of any merchandise;

(2) The solicitation for the sale of goods, property or services or for charitable purposes; and

(3) The display of advertising of any sort, except that any portion of a county maintained road may be used for an art festival, parade, fair, or other special event if permitted by the County Administrator or his authorized representative.

Illegal Dumping

Sec. 82-5. Depositing refuse in public places. No person shall place any refuse in any street, alley, or other public place, or upon private property, whether owned by such person or not, except it be in proper containers for storage and collection. No person shall throw or deposit refuse in any street, ditch, lake, stream or other body of water.

Complete text of all Escambia County Ordinances, Florida Statutes, and the Florida Administrative Code are available on the internet at:
Escambia County Code of Ordinances and Land Development Code:
http://www.municode.com/CGI-BIN/om_isapi.dll/infobase-10700 NFO&softpage=Browse_Frame_pg42
Florida State Statutes: http://www.leg.state.fl.us/citizen/documents/statutes/index.html
Florida Administrative Code: http://fac.dos.state.fl.us.fac

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13731 **Written Communication** **7. B.**

BCC Regular Meeting

Meeting Date: 03/01/2018

Issue: Written Communication - Release of Mineral Rights

From: Jack Brown, County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

February 7, 2018 - Communication from James D. Homyak, of Pelican Real Estate, requesting that the Board, as part of the real estate closing, waive the automatic reservation of oil, gas and other minerals as provided in 270.11(3), Florida Statutes, as part of the sales transaction for the following properties: 13 Elegans Avenue; Pensacola, Florida 32507; Tax Account Number 08-4039-000 and 200 Block Seamarge Lane; Pensacola, Florida 32507; Tax Account Number 08-4370-000.

BACKGROUND:

N/A

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Florida Statute 270.11(3) states "A local government, water management district, or agency of the state may, at its discretion, sell or release reserved interest in any parcel of land, except that such sale or release shall be made upon petition of the purchaser for such interest and with a statement of reasons justifying such sale or release."

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Written Communication Request - James Homyak.

Pelican Real Estate
Jim Homyak
P.O. Box 12204, Pensacola FL 32590
850-393-0893 jim@panhandlegulf.com

Date 2/7/2018

Escambia County Board of County Commissioners
PO Box 1591
Pensacola Florida 32591-1591

Subject: Release of mineral rights as part of real estate closing for the following properties:

13 Elegans Avenue	Pensacola Fl 32507	Tax account number 08-4039-000
200 Blk Seamarge Lane	Pensacola Fl 32507	Tax account number 08-4370-000

Dear Escambia County Board of County Commissioners,

Due to the fact that the above county owned parcels are to be used for single family residence, I as buyer respectfully request the county waive the automatic reservation of oil, gas and other minerals as provided in 270.11(3) b Florida Statutes as part of the sales transaction.

Sincerely

James D. Homyak

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

AI-13721 **Clerk & Comptroller's Report 9. 1.**
BCC Regular Meeting **Consent**
Meeting Date: 03/01/2018
Issue: January 2018 Investment Report
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of the January 31, 2018 Investment Report

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended January 31, 2018, as required by Ordinance Number 95-13; on January 31, 2018, the portfolio market value was $387,542,215 and portfolio earnings totaled $162,213 for the month; the short-term portfolio yield 1.23%, which should be compared to the S&P Government Index Pool Index 30 Day benchmark of 1.34%; the long-term CORE portfolio achieved a yield of 2.20%, which should be compared to the Merrill Lynch 1-5 Year Treasury Index benchmark of 2.24%.

Attachments

January 2018 Investment Report



INVESTMENT PORTFOLIO SUMMARY REPORT

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO SUMMARY REPORT
FISCAL YEAR 2017-2018
January 31, 2018

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

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO SUMMARY REPORT
FISCAL YEAR 2017-2018
January 31, 2018

INVESTMENT PORTFOLIO COMPOSITION

SUMMARY OF INVESTMENT ALLOCATION	Market Value December 31, 2017	Market Value January 31, 2018
Bank Accounts	$ 48,233,706	$ 33,066,688
Money Market Accounts	60,784,531	60,813,806
State Board of Administration	75,563,287	75,665,633
Local Government Investment Pools	75,238,366	75,100,610
Certificates of Deposit	40,052,620	40,138,386
Money Market Mutual Fund	100,834	1,065,997
U.S. Treasury Bond/Notes	39,760,179	39,425,905
Federal Agency Bond/Note	35,007,038	34,935,545
Municipal Bonds	3,911,406	3,904,110
Corporate Notes	24,323,328	23,425,537
Total Portfolio Assets:	$ 402,975,295	$ 387,542,215
Current Month Earnings:	**$ 325,686**	**$ 162,213**
Fiscal Year to Date Earnings:	**$ 828,038**	**$ 990,251**

SHORT TERM AND LONG TERM CORE PORTFOLIO PERFORMANCE STATISTICS

SHORT TERM PORTFOLIO:	December 31, 2017	January 31, 2018
Market Value	**$ 299,872,510**	**$ 284,785,122**
Short Term Portfolio Yield:	**1.06%**	**1.23%**
Benchmark: S&P GIP Index 30 Day Gross of Fees Yield:	1.15%	1.34%
Fiscal YTD Earnings:	**$ 451,136**	**$ 485,276**

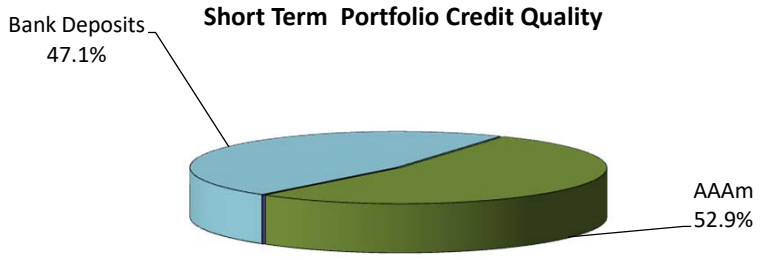
LONG TERM CORE PORTFOLIO:	December 31, 2017	January 31, 2018
Market Value	**$ 103,102,786**	**$ 102,757,093**
CORE Portfolio Yield to Maturity at Market:	**1.99%**	**2.20%**
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	1.97%	2.24%
CORE Portfolio Total Return:	**0.04%**	**-0.40%**
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	-0.01%	-0.57%
Effective Duration (Years)	**2.20**	**2.13**
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	2.59	2.57
Fiscal YTD Earnings:	**$ 376,902**	**$ 504,974**

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO REPORT
FISCAL YEAR 2017-2018
January 31, 2018

SHORT TERM INVESTMENT PORTFOLIO:

PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:

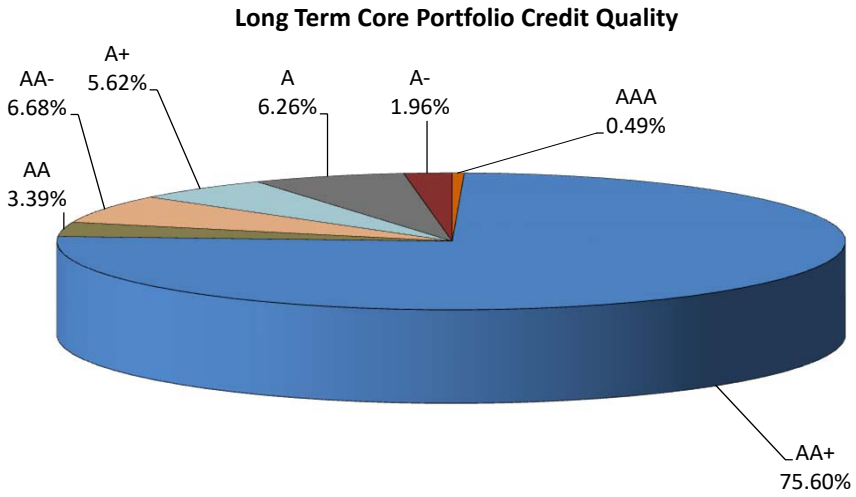
Investment Type	Market Value	Percent Allocation
Bank of America Checking Account	$ 33,066,688	11.6%
Money Market Accounts	60,813,806	21.4%
Certificates of Deposit	40,138,386	14.1%
State Board of Administration	75,665,633	26.6%
Local Government Investment Pools	75,100,610	26.4%
Total Short Term Portfolio Assets:	**$ 284,785,122**	**100.0%**



LONG TERM INVESTMENT PORTFOLIO:

PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:

Investment Type	Market Value	Percent Allocation
U.S. Treasury Bond / Note	$ 39,425,905	38.4%
Federal Agency Bond / Note	34,935,545	34.0%
Municipal Obligations	3,904,110	3.8%
Corporate Note	23,425,537	22.8%
Money Market Mutual Fund - Federated Government	1,065,997	1.0%
Total Long Term Core Portfolio Assets:	**$ 102,757,093**	**100.0%**



ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT POLICY COMPLIANCE REPORT
FISCAL YEAR 2017-2018
January 31, 2018

Security Type		Market Value	Percent Allocation	Permitted by Policy	In Compliance
Florida Prime (SBA)	$	75,665,633	19.5%	25%	Yes
United States Treasury Securities		39,425,905	10.2%	100%	Yes
Federal Instrumentalities		34,935,545	9.0%	50%	Yes
Local Government Investment Pools		75,100,610	19.4%	50%	Yes
Certificates of Deposit		40,138,386	10.4%	50%	Yes
Savings Accounts		60,813,806	15.7%	50%	Yes
Corporate Notes		23,425,537	6.0%	25%	Yes
State and/or Local Government Debt		3,904,110	1.0%	25%	Yes
Bank Accounts - Bank of America		33,066,688	8.53%	100%	Yes
Money Market Mutual Fund		1,065,997	0.3%	50%	Yes
Total Investment Holdings	**$**	**387,542,215**	**100.0%**		

Individual Issuer Breakdown	Market Value	Percent Allocation	Permitted by Policy	In Compliance
American Express Co	997,612	0.3%	5%	Yes
American Honda Finance	414,131	0.1%	5%	Yes
Apple Inc. Corporate Notes	749,840	0.2%	5%	Yes
Bank Accounts - Bank of America	33,066,688	8.5%	100%	Yes
BBVA Compass	20,065,424	5.2%	15%	Yes
Centennial Bank	15,099,964	3.9%	15%	Yes
Caterpillar INC	737,520	0.2%	5%	Yes
Cisco Systems Inc.	2,016,416	0.5%	5%	Yes
City of New York	1,695,920	0.4%	5%	Yes
Coca-Cola Company	318,442	0.1%	5%	Yes
Colgate-Palmolive Co	748,706	0.2%	5%	Yes
Deere & Company	1,165,511	0.3%	5%	Yes
Exxon Mobil Corporate Notes	994,856	0.3%	5%	Yes
Fannie Mae	11,889,720	3.1%	5%	Yes
Federal Home Loan Bank (FHLB)	14,933,866	3.9%	25%	Yes
Fidelity Institutional Government MMF	1,065,997	0.3%	25%	Yes
FLCLASS	5,075,806	1.3%	25%	Yes
Florida Prime (SBA)	75,665,633	19.5%	25%	Yes
Florida Local Government Investment Trust	70,024,804	18.1%	25%	Yes
Freddie Mac	8,111,959	2.1%	25%	Yes
Hancock Bank	22,850,508	5.9%	15%	Yes
Home Depot Inc.	463,891	0.1%	5%	Yes
Intel Corporation	985,776	0.3%	5%	Yes
International Business Machines	977,044	0.3%	5%	Yes
JP Morgan Chase Corporate Notes	994,416	0.3%	5%	Yes
Microsoft Corporate Notes	493,778	0.1%	5%	Yes
Mississippi State	752,613	0.2%	5%	Yes
Oracle Corp	989,155	0.3%	5%	Yes
Pepsico, Inc.	1,042,782	0.3%	5%	Yes
Pfizer Inc Corporate Notes	998,362	0.3%	5%	Yes
Proctor & Gamble Co	642,220	0.2%	5%	Yes

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT POLICY COMPLIANCE REPORT
FISCAL YEAR 2017-2018
January 31, 2018

Individual Issuer Breakdown		Market Value	Percent Allocation	Permitted by Policy	In Compliance
Servisfirst Bank		42,936,295	11.1%	15%	Yes
State of Connecticut		677,035	0.2%	5%	Yes
State Street Corporation		1,000,713	0.3%	5%	Yes
The Bank of New York Mellon Corporation		1,998,418	0.5%	5%	Yes
The Walt Disney Corporation		493,784	0.1%	5%	Yes
Toyota Motor Corp		2,075,267	0.5%	5%	Yes
United Parcel Service Inc.		491,287	0.1%	5%	Yes
United States Treasury Securities		39,425,905	10.2%	100%	Yes
University of WA Taxable Revenue Bonds		778,542	0.2%	5%	Yes
Visa Inc		635,381	0.2%	5%	Yes
Wells Fargo &Company Corporate Notes		1,000,229	0.3%	5%	Yes
Total Investment Holdings	**$**	**387,542,215**	**100.0%**		

Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

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

AI-13710 **Clerk & Comptroller's Report 9. 2.**
BCC Regular Meeting **Consent**
Meeting Date: 03/01/2018
Issue: Acceptance of TDT Collection Data for the December 2017 Returns
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of TDT Collection Data for the December 2017 Returns Received in January 2018

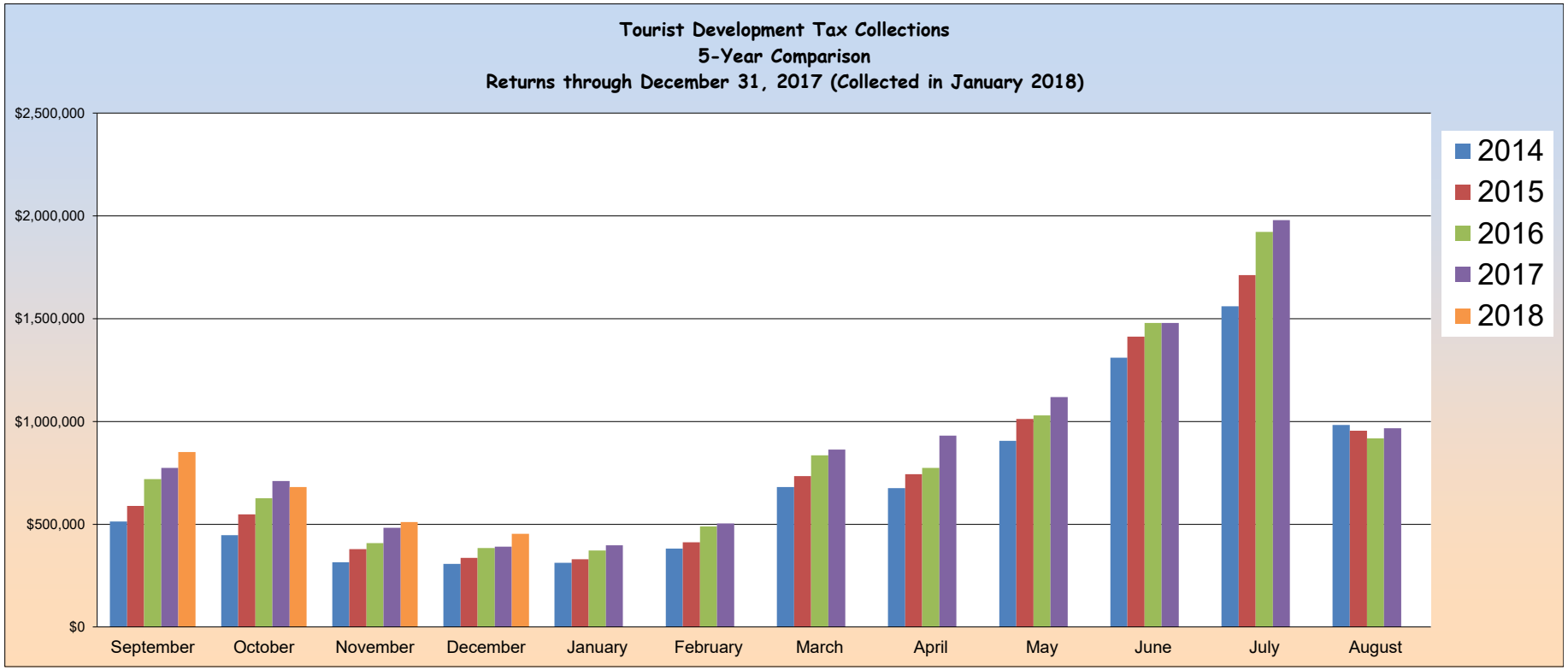
That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the December 2017 returns received in the month of January 2018, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the fourth month of collections for the Fiscal Year 2018; total collections for the month of December 2017 returns was $453,911.91; this is a 16.28% increase over the December 2016 returns; total collections year to date are 5.85% more than the comparable timeframe in Fiscal Year 2017.

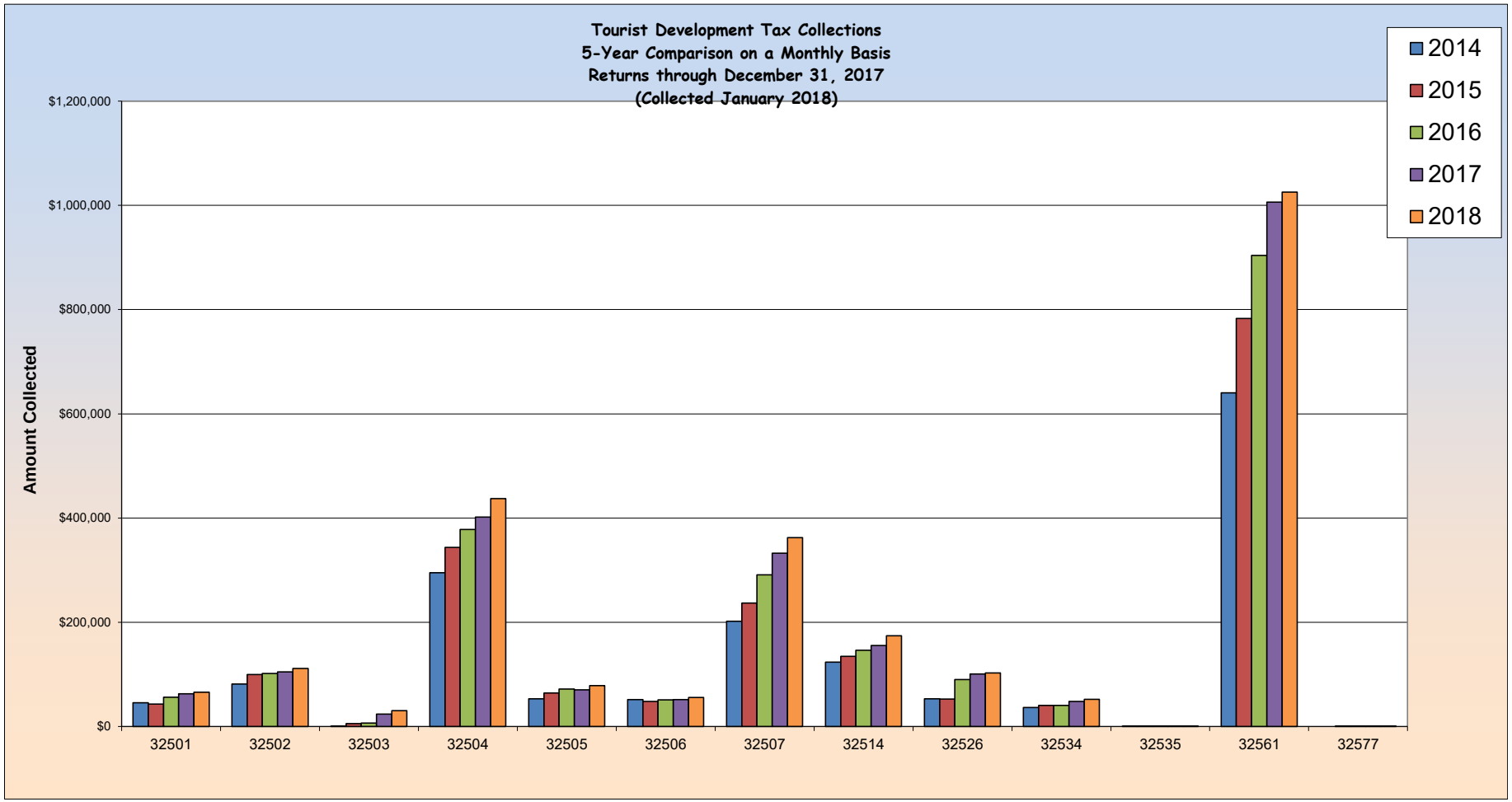
Attachments

December 2017 TDT Collections Received in January

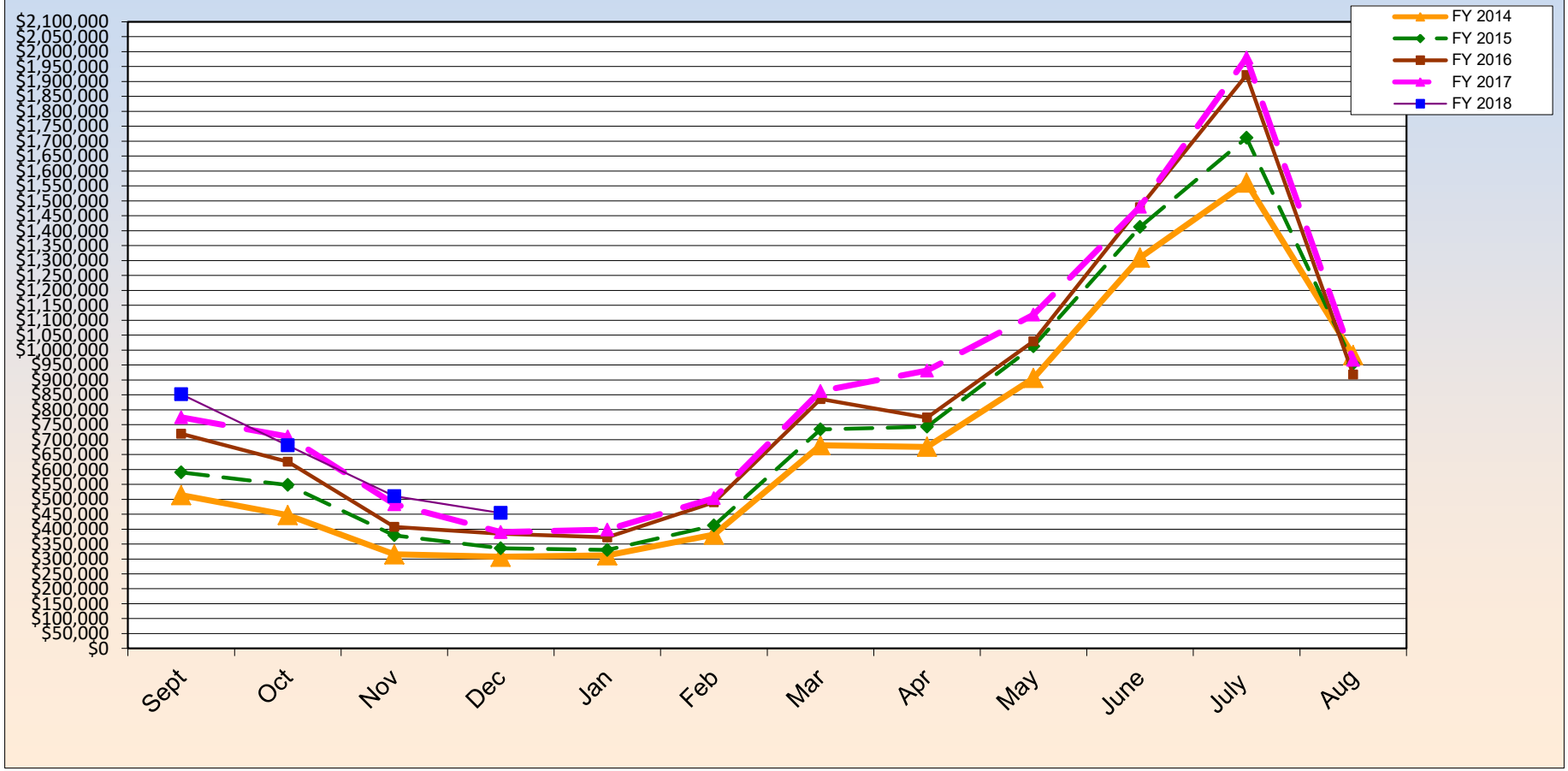
FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
REPORTED IN FISCAL YEAR FORMAT
ESCAMBIA COUNTY FLORIDA
AS JANUARY 2018

Zip Code	Fiscal Year 2018 YTD Collected	Fiscal Year 2017 YTD Collected	Difference	% Change
32501	65,653	62,795	2,858	5%
32502	111,570	104,892	6,678	6%
32503	30,239	23,687	6,552	28%
32504	437,360	401,684	35,676	9%
32505	78,402	70,342	8,060	11%
32506	55,454	51,719	3,735	7%
32507	362,487	332,521	29,966	9%
32514	174,035	155,462	18,573	12%
32526	102,733	100,586	2,147	2%
32534	52,209	47,920	4,289	9%
32535	612	544	68	12%
32561	1,025,520	1,006,160	19,360	2%
32562	-	-	-	0%
32577	117	100	17	17%
Total	**$ 2,496,391**	**$ 2,358,412**	137,979	**6%**


Tourist Development Tax Collections
5-Year Comparison
Returns through December 31, 2017 (Collected in January 2018)
$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
2014
2015
2016
2017
2018


Tourist Development Tax Collections
5-Year Comparison on a Monthly Basis
Returns through December 31, 2017
(Collected January 2018)
2014
2015
2016
2017
2018
Amount Collected
$1,200,000
$1,000,000
$800,000
$600,000
$400,000
$200,000
$0
32501
32502
32503
32504
32505
32506
32507
32514
32526
32534
32535
32561
32577

TOURIST DEVELOPMENT TAX
5 YEAR TRENDLINE
FY 2014 - FY 2018
Returns through December 31, 2017 (Collected in January 2018)



FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
ESCAMBIA COUNTY FLORIDA
FISCAL YEAR 2018
AS OF JANUARY 31, 2018

	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
10/17	**20,189**	2%	**33,110**	4%	**8,055**	1%	**127,370**	15%	**26,827**	3%
11/17	**15,305**	2%	**30,151**	4%	**7,908**	1%	**112,522**	17%	**16,690**	2%
12/17	**15,278**	3%	**26,266**	5%	**7,092**	1%	**103,569**	20%	**15,923**	3%
01/18	**14,881**	3%	**22,042**	5%	**7,184**	2%	**93,898**	21%	**18,961**	4%
Total	**$ 65,653**	**3%**	**$ 111,570**	**4%**	**$ 30,239**	**1%**	**$ 437,360**	**18%**	**$ 78,402**	**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
10/17	**17,729**	2%	**141,510**	17%	**48,279**	6%	**28,141**	3%	**16,786**	2%
11/17	**14,116**	2%	**117,580**	17%	**45,400**	7%	**25,079**	4%	**13,813**	2%
12/17	**12,723**	2%	**58,984**	12%	**41,547**	8%	**24,823**	5%	**11,206**	2%
01/18	**10,887**	2%	**44,414**	10%	**38,809**	9%	**24,691**	5%	**10,404**	2%
Total	**$ 55,454**	**2%**	**$ 362,487**	**15%**	**$ 174,035**	**7%**	**$ 102,733**	**4%**	**$ 52,209**	**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
10/17	**138**	0%	**383,626**	45%	**-**	0%	**16**	0%	**851,777**	100%
11/17	**186**	0%	**281,499**	41%	**-**	0%	**50**	0%	**680,298**	100%
12/17	**200**	0%	**192,757**	38%	**-**	0%	**35**	0%	**510,405**	100%
01/18	**88**	0%	**167,637**	37%	**-**	0%	**17**	0%	**453,912**	100%
Total	**$ 612**	**0%**	**$ 1,025,520**	**41%**	**$ -**	**0%**	**$ 117**	**0%**	**$ 2,496,391**	**100%**

FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
ESCAMBIA COUNTY FLORIDA
FISCAL YEAR 2017
AS OF JANUARY 31, 2017

	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%	**28,706**	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%
12/16	**14,867**	3%	**25,670**	5%	**5,411**	1%	**99,858**	21%	**16,651**	3%
01/17	**12,246**	3%	**20,593**	5%	**4,367**	1%	**80,988**	21%	**15,052**	4%
Total	**$ 62,795**	**2%**	**$ 104,892**	**4%**	**$ 23,687**	**1%**	**$ 401,684**	**15%**	**$ 70,342**	**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%	**127,016**	16%	**40,876**	5%	**26,793**	3%	**11,880**	2%
11/16	**17,582**	2%	**111,916**	16%	**39,351**	6%	**26,474**	4%	**12,889**	2%
12/16	**11,410**	2%	**53,079**	11%	**39,610**	8%	**24,256**	5%	**11,841**	2%
01/17	**8,637**	2%	**40,510**	10%	**35,625**	9%	**23,062**	6%	**11,310**	3%
Total	**$ 51,719**	**2%**	**$ 332,521**	**18%**	**$ 155,462**	**6%**	**$ 100,586**	**$ -**	**$ 47,920**	**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%	**774,538**	100%
11/16	**229**	0%	**316,292**	45%		0%		0%	**710,343**	100%
12/16	**135**	0%	**180,363**	37%	**-**	0%		0%	**483,151**	100%
01/17	**75**	0%	**137,912**	35%	**-**	0%		0%	**390,380**	100%
Total	**$ 544**	**0%**	**$ 1,006,160**	**45%**	**$ -**	**0%**	**$ 100**	**0%**	**$ 2,358,412**	**100%**

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

		THREE (3%) PERCENT TOURIST TAX DOLLARS COLLECTED 2009-2018									
Month Of	For The										
Collection	Month Of	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
OCT	SEP	277,444	274,902	321,850	343,637	398,300	385,209	442,268	539,766	580,905	638,832
NOV	OCT	231,361	238,423	276,214	304,579	325,198	335,284	411,054	469,351	532,757	510,223
DEC	NOV	185,367	214,475	226,459	244,845	254,898	236,608	284,253	305,743	362,364	382,803
JAN	DEC	169,734	164,750	192,546	212,164	207,117	230,300	251,856	288,130	292,783	340,434
	TOTAL	**$ 863,907**	**$ 892,551**	**$ 1,017,069**	**$ 1,105,225**	**$ 1,185,513**	**$ 1,187,401**	**$ 1,389,430**	**$ 1,602,991**	**$ 1,768,809**	**$ 1,872,293**

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

		ADDITIONAL ONE (1%) PERCENT TOURIST TAX DOLLARS COLLECTED 2009-2018									
Month Of	For The										
Collection	Month Of	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
OCT	SEP	92,482	91,634	107,283	114,546	132,767	128,403	147,425	179,922	193,635	212,944
NOV	OCT	77,120	79,474	92,072	101,526	108,399	111,761	137,018	156,450	177,586	170,074
DEC	NOV	61,789	71,492	75,487	81,615	84,966	78,869	94,751	101,914	120,788	127,601
JAN	DEC	56,578	54,917	64,182	70,721	69,039	76,767	83,950	96,043	97,594	113,478
TOTAL		**$287,969**	**$297,517**	**$339,023**	**$368,408**	**$395,171**	**$395,800**	**$463,144**	**$534,330**	**$589,603**	**$624,098**

Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

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

AI-13684 **Clerk & Comptroller's Report 9. 3.**
BCC Regular Meeting **Consent**
Meeting Date: 03/01/2018
Issue: Minutes and Reports
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

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

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

A. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held February 6, 2018;

B. Approve the Minutes of the Attorney-Client Session held February 15, 2018;

C. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held February 15, 2018; and

D. Approve the Minutes of the Regular Board Meeting held February 15, 2018.

Attachments

20180206 CW Workshop
20180215 Attorney-Client Session
20180215 Agenda Work Session
20180215 Regular BCC Meeting Minutes

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP OF THE
BOARD OF COUNTY COMMISSIONERS
HELD FEBRUARY 6, 2018
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:02 a.m. – 11:42 a.m.)

Present: Commissioner Jeffrey W. Bergosh, Chairman, District 1
Commissioner Lumon J. May, Vice Chairman, District 3
Commissioner Steven L. Barry, District 5
Commissioner Grover C. Robinson, IV, District 4
Jack R. Brown, County Administrator
Alison Rogers, County Attorney
Susan Woolf, General Counsel to the Clerk
DeLana Allen-Busbee, Office Assistant III, Clerk and Comptroller's Office
Angela Crawley, Assistant to the County Administrator, County Administrator's Office

Absent: Commissioner Douglas B. Underhill, District 2

AGENDA NUMBER

1. Call to Order

   Chairman Bergosh called the Committee of the Whole (C/W) Workshop to order at 9:02 a.m.

2. Was the Meeting Properly Advertised?

   The C/W was advised by DeLana Allen-Busbee, Office Assistant III, Clerk and Comptroller's Office, that the Meeting was advertised in the Pensacola News Journal on February 3, 2018, in the *Board of County Commissioners – Escambia County, Florida, Weekly Meeting Schedule.*

3. Pensacola Remote Area Medical Clinic

A. Board Discussion – The C/W:

(1) Was informed by JoAnn Vanfleteren, President of Ascendant Partnership, that:

(a) Thanks in part to the support of the Commissioners, the County Administrator, and additional partners and providers, on December 2-3, 2017, Ascendant partnership hosted a Remote Area Medical Clinic, a free two-day clinic at Pensacola High School that provided free healthcare services to members of the community on a first come, first served basis;

(b) Services included free general medical, vision, and dental services, as well as education;

(c) The clinic was able to serve more than 900 patients and generate over $380,000 of community benefit in healthcare services;

(d) Approximately 800 volunteers were engaged, including physicians, nurses, ophthalmologists, dentists, and community members;

(e) Around 100 cars per day were turned away (in addition to those on foot and bicycles), due to the clinic's capacity;

(f) Patients completed over 300 surveys, which yielded the following data:

- 50% of patients did not have health insurance or coverage of any type
- Over 50% were employed or self-employed
- 72% had a reported household income of less than $24,999
- Over 75% owned or rented their home
- Over 65% owned their own vehicle and drove to the clinic
- 80% lived within a 30-minute drive time
- Most patients had a GED or up to two years of college
- Over 95% lived in Escambia County, and the majority of those lived in three zip codes (32505, 32503, and 32501)

(Continued on Page 3)

3. Continued…

A. Continued…

(1) Continued…

(g) The outcomes of the clinic include:

- Need for increased capacity at county health care providers for follow-up care
- Address the need for expanding access to healthcare for the uninsured working poor
- Opportunity to provide education and assistance on obtaining affordable health insurance or government assisted healthcare coverage such as CHIP/Medicaid

(h) On February 28, 2018, she will meet with Senators and Congressman Matt Gaetz to discuss the data generated by the clinic;

(i) Ascendant Partnership would like to bring back the Remote Area Medical Clinic in 2019, change the location to a larger venue to accommodate additional patients, and is looking for the support of the County to seek funding; and

(2) Was informed by Commissioner Robinson that he is in favor of taking the data to the Florida Association of Counties and that health care costs for the County are out of control; and

(3) Was advised by Commissioner May that he wants to see patients connected to providers for continuing care after being seen at the clinic; and

B. Board Direction – The C/W recommends that the Board authorize a letter of support of the program that Ascendant Partnership is providing to the Florida Association of Counties and the National Association of Counties.

Recommended 4-0, with Commissioner Underhill absent

4. Progress Update on the New Correctional Facility

A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *New Escambia County Correctional Facility – Progress Update*, presented by Amy Lovoy, Assistant County Administrator, and Tim Gibson, DLR Group, and the C/W:

(1) Was informed by Mr. Gibson that:

(a) During the month of January, DLR group had a series of meetings reviewing the civil design and site review of the project, including an overview of the storm water design and the Juvenile Justice Center parking lot redesign;

(b) From January 10-12, 2018, the first Design Charrette meetings were held with County Administration, Public Works, Facilities, and Corrections, and the documents were reviewed with the design/build team;

(c) There were some minor modifications made, but there were no cost increases or modifications in relation to the changes;

(d) On January 23rd, DLR group began a weekly internal conference call to discuss project updates, which will continue through the duration of the project;

(e) The Commissioning Authority, which handles the verification of mechanical, electrical and plumbing systems, and the Threshold Inspector, which deals with the structural system in the building ranking was completed by Purchasing;

(f) Notice to Proceed was given to Whitesell-Green/Caddell on January 26, 2018;

(Continued on Page 5)

4. Continued…

A. Continued…

(1) Continued…

(g) Upcoming activities include:

- Security boundary discussion with DLR and other interested parties the week of February 11th
- Kitchen/laundry/commissary discussions with DLR and other interested parties the week of March 4th
- Leadership in Energy and Environmental design preliminary review meeting the week of February 18th
- Mechanical, Electrical and Plumbing preliminary review meeting the week of February 18th
- Site/civil design submittal in late February
- Schematic design submittal the week of March 11th

(h) The next progress update will be at the March 8, 2018, Committee of the Whole Workshop;

(i) The company expects to be “turning dirt” within the next 30-45 days; and

B. Board Direction – None.

5. Temporary Concrete Crushing Permit

A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *Temporary Concrete Crushing Permit*, presented by Amy Lovoy, Assistant County Administrator, and the C/W:

(1) Was informed by Assistant County Administrator Lovoy that:

(a) Temporary on-site crushing permits are being discussed as a "tool in the toolbox" to address crushing activities in the County;

(b) Temporary permit requirements would include:

- The permit would be required in advance of the proposed crushing activity
- Sites that accumulate stockpiled concrete over time shall be eligible for temporary concrete crushing permits
- Materials crushed must originate on the site where the temporary crushing activity will occur,
- The County may waive this requirement if there is a written determination by the County finding that it is to the public benefit to transport concrete material to a location off-site for crushing
- The permit would not grant land use approval for storage of recycled material
- The permit shall be valid for 5 to 7 days, and no more than two temporary permits may be issued for the same parcel within a 12 month period
- An active demolition on any site will authorize temporary crushing activities as part of the demolition
- The County must be notified prior to commencement
- The applicant must allow the County reasonable access to the site and the placement of air monitoring equipment on the site during any crushing activity
- All crushing activities must cease upon any exceedances of air quality standards, noise standards, or other non-compliance

(Continued on Page 7)

5. Continued…

A. Continued…

(1) Continued…

(c) Temporary Permit Application Requirements include:

- Anticipated dates and times of all crushing activities
- Approval from the County of all dates and times of the crushing activities
- Name, address, and telephone number of the agent responsible for the crushing activities
- Acknowledgment that the agent must be available on a 24 hour basis while the active crushing is occurring

(d) The public will be notified via a 3’ x 4’ sign indicating the name, address, and telephone number of the party conducting the crushing, which will be placed within 10’ of the public right-of-way on all roadways adjacent to the project site;

(e) The applicant must provide an affidavit certifying tonnage amount of all processed and recycled materials to the County upon completion of the crushing activity; and

(2) Was advised by Commissioner Robinson that he likes the idea, but that he does not want crushing activity happening at all hours, so those would need to be defined;

(3) Was advised by Commissioner May that before he would be supportive, he would want to see that the crushing company has a staff member that is trained in the handling of silica dust with the Occupational Safety and Health Administration, the terms of the suppression of dust spelled out, what level of engagement the County will have with the affected neighborhoods, and that any County permitting is not in conflict with the City of Pensacola;

(Continued on Page 8)

5. Continued…

   A. Continued…

      (4) Was informed by Horace Jones, Development Services Director, that there is some need for the temporary permits within the crushing facilities in the community and that the Planning Board is looking at the hours for crushing permits;

      (5) Was advised by Commissioner Robinson that he hopes to see some of the concrete from the bridge demolition reefed rather than crushed;

      (6) Was advised by Commissioner Bergosh that the market should determine what happens with the materials;

      (7) Was advised by Commissioner May that having the crushing activities end at 5 p.m. is a more reasonable time than later options and that he will not vote to support the temporary permitting if it's not going to help eliminate crushing in residential neighborhoods;

      (8) Was informed by Pat Johnson, Director of Waste Services, that the County is not currently purchasing crushed concrete, but that they have in the past and could in the future; and

      (9) Directed staff to bring this Item back at the March Committee of the Whole Workshop with additional facts for further discussion; and

   B. Board Direction – None.

6. Mid-Town Commerce Park Development

A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *Mid-Town Commerce Park – Development*, presented by Amy Lovoy, Assistant County Administrator, and the C/W:

(1) Was informed by Assistant County Administrator Lovoy that:

(a) The Agreement between the County and the Florida Department of Environmental Protection has been executed, requiring the County to assume the operations and maintenance of all federally acquired parcels upon taking ownership;

(b) The County accepted the deed to the federally-owned parcels on February 1, 2018, and the recommendation to re-take ownership of the City-owned parcel on the site will come before the Board at an upcoming Regular Board meeting;

(c) An urban planning class, taught by Dr. Kwame Owusu-Daaku at the University of West Florida, has agreed to assist the County by making the Escambia Treating Site their semester-long project;

(d) In 2003, a preliminary Master Plan for the site was done and many of the items on the Plan have been addressed at this point, and there are additional items that are currently being worked through;

(e) Staff is asking for direction from the Board for new action items to be added to the Plan and for direction on how to proceed on two parcels of land that are adjacent to the site; and

(2) Was informed by County Attorney Rogers that there is liability attached to the large parcel if the County purchases it rather than letting it escheat to the County in 2019;

(Continued on Page 10)

6. Continued…

A. Continued…

(3) Discussed options for purchasing the properties and the liabilities attached;

(4) Was informed by Commissioner Bergosh that he would like to see answers to the following questions, and that perhaps the students at UWF could consider working on the answers as part of their project:

(a) Given the history of the site, will the cap beneath the soil be a hindrance to companies who want to develop on the site?;

(b) Will companies be able to secure financing on the property given its history?;

(c) Will companies be able to get appropriate liability insurance?; and

(d) Were the areas around the site remediated?;

(5) Was informed by Chips Kirschenfeld, Director of Natural Resources Management, that the cap is over six feet deep, groundwater monitoring has been going on, and the cap covers approximately 20 acres of the parcel;

(6) Was advised by Commissioner Robinson that he would be interested in finding part of the property to build a training facility for the Emergency Medical Services and Fire Services departments;

(7) Was advised by Commissioner Barry that he likes the idea of the training facility on the property and that the County's involvement could just be identifying a section of the property;

(8) Was advised by Commissioner May that he wants to see a scope and a plan so that the County can move forward, and that he would like to see potential funding sources;

(Continued on Page 11)

6. Continued…

   A. Continued…

      (9) Directed staff to bring back, at the March Committee of the Whole Workshop, a scope and a direction for how to proceed on the site, and to give the Board all the information on the investigations of the two remaining parcels so that the Board understands the responsibilities and liabilities, as well as the environmental implications and economic benefits;

   B. Board Direction – None.

7. Triumph Update

   A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *Triumph Update – Committee of the Whole*, presented by Chips Kirschenfeld, Director of Natural Resources Management, and Matt Posner, RESTORE Program Manager, and the C/W:

      (1) Was informed by Director Kirschenfeld that:

         (a) At the recent meeting of the Triumph Gulf Coast Board, he and Mr. Posner found out that of the 116 pre-applications submitted, 92 were deemed eligible;

         (b) The projects were primarily assessed on whether they were public infrastructure or not;

         (c) All three of the projects submitted by the County (the Downtown Sports Complex, the Beulah Interchange, and OLFX/8) were deemed eligible, as well as the four projects supported by the County; and

         (d) County staff is working on the full applications now and wants direction from the Board to confirm that staff should continue with the full applications, and whether the Board would like to see just the three applications from the County, or should the applications that the County supported also be included; and

(Continued on Page 12)

7. Continued…

A. Continued…

(2) Was advised by Commissioner Bergosh that he was happy to see the County's three projects move forward and that he was concerned about running into issues related to including the cost of the corridor in the application for the Beulah Interchange;

(3) Was advised by Mr. Posner that the application for the Beulah Interchange includes design only;

(4) Was advised by Director Kirschenfeld that for the OLFX/8 project, it includes the actual development as well;

(5) Was advised by Commissioner Barry that for the Workforce Development project, he would like to see the Town of Century identified in some of the narrative of the project as being a partner due to having the Pensacola State College campus in the town limits;

(6) Was advised by Commissioner Bergosh that he would like to see a list of the rejected projects;

(7) Was advised by Commissioner Robinson that he is pleased with the County's projects moving forward and would like more information on the timing of the first projects being started;

(8) Was informed by Director Kirschenfeld that:

(a) The projects approved by the Triumph Board do not have to go back to the legislature and that he expects to see the first projects started by the summer; and

(b) The Downtown Sports Complex application is 90% complete and that it, along with the other two, can likely be brought back for the Board's approval next month; and

(9) Was advised by Commissioner Robinson that he would like to see all the County-supported projects as well since they include a letter of support from the County;

(Continued on Page 13)

7. Continued…

   A. Continued…

      (10) Was informed by Director Kirschenfeld that the Triumph Board has not established a deadline for the full applications;

      (11) Was advised by Commissioner Barry that he is willing to put the full applications on the Agenda as add-ons and that he does not want to slow down any of the County's projects or the County supported projects; and

      (12) Advised staff that the items should be put on the Agenda as soon as they are ready so that they can be approved and move forward and to find out whether the full applications of the County-supported projects need any additional support from the Board; and

   B. Board Direction – None.

8. Code Enforcement Reimbursement Update

   A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *Code Enforcement Update – Committee of the Whole February 6, 2018*, presented by Tim Day, Environmental Programs Manager, and the C/W:

      (1) Was informed by Mr. Day that:

         (a) He appreciates the staff at the Clerk's office and County Attorney's office for helping to coordinate the initial data collection and determining the process to follow for the reimbursement,

(Continued on Page 14)

8. Continued…

A. Continued…

(1) Continued…

(b) At its meeting on November 2, 2017, the Board directed staff to take the following actions:

- Proactively provide a $550 reimbursement to approximately 647 citizens who had paid $1,100 in administrative costs under a code enforcement special magistrate order
- Provide an administrative $550 credit, upon lien payoff, to approximately 1311 citizens who had been assessed $1,100 in administrative costs under a code enforcement special magistrate order

(c) Reimbursements will be classified into five categories based on the ability to identify those entitled to reimbursement, as follows:

1) Categories 1 and 2: proactive reimbursement will be made by providing a check directly to the recipient;

2) Categories 3 – 5: To ensure reimbursement is made to the rightful recipients, the county will notify persons who may be rightful recipients and request documentation evidencing the $1,100 payment; and

3) Approximately 2/3 of the reimbursements will require some active research and work with citizens; and

(2) Was informed by Susan Woolf, General Counsel to the Clerk, that the recommendations for the Board have come out of the cooperative work done with Code Enforcement and the County Attorney's Office; and

(3) Advised staff to approve the certification of eligibility for reimbursements without a scanned check, and authorized staff to utilize outreach measures, such as press releases, website advertisement, and/or postcards to make contact with potentially eligible citizens; and

B. Board Direction – None.

9. Medical Examiners Commission – Recommendation for Reappointment District 1 Medical Examiner, Dr. Andrea Minyard

   A. Board Discussion – The C/W was informed by County Attorney Rogers that the Governor is responsible for the appointment of the Medical Examiner every three years, this year Dr. Minyard is up for reappointment, and by rule, the Board of County Commissioners, among others, have to be surveyed, so staff needs guidance on whether the Board supports the reappointment; and

   B. Board Direction – The C/W recommends that the Board supports the reappointment of Dr. Andrea Minyard as the District 1 Medical Examiner.

   Recommended 3-0, with Commissioner May having left the meeting

10. PACE Financing, Ygrene Energy Fund

   A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *PACE Financing to Accelerate Energy Efficiency and Storm Resiliency in Your City – February 2018*, presented by Terrance Freeman, Regional Director of Ygrene Energy, and Terry Stark, Director of Commercial Sales with Ygrene Energy, and the C/W:

   (1) Was informed by Mr. Freeman that:

   (a) Property Assessed Clean Energy (PACE) is a financing mechanism that allows for a longer termed low interest rate loan for repairs to provide energy efficiency and wind hardening for property owners who voluntarily re-pay it through their taxes; and

   (b) The City of Pensacola has implemented PACE in both the commercial and residential sector and Escambia County has implemented PACE in the commercial sector; and

(Continued on Page 16)

10. Continued…

A. Continued…

(2) Was informed by Mr. Stark that in the commercial sector, Escambia County has used PACE in three hotels so far, but approximately 20 other hotels are currently looking at the program;

(3) Was informed by Mr. Freeman that:

(a) Ygrene Energy would like to open up PACE for the residential sector in Escambia County as well;

(b) As an industry, Ygrene goes above and beyond what the State Statute (Section 163.08, Florida Statute) requires;

(c) Examples of qualifying improvements include: Doors and Windows, Roof, HVAC, Lighting, Pool, and Building Envelope;

(d) PACE works locally by providing 100% of the financing for qualified projects for homeowners who have at least 20% equity in their home, recruiting and certifying local contractors to go out and complete the work with no compensation until the work has been completed and signed off by the homeowner, and then sending the bill to the Tax Collector where it is added to the homeowner's property taxes as a non-ad valorem assessment;

(e) There is no cost or risk to the local government and PACE is comparable to other forms of financing and can often times be more affordable than other options;

(f) There are many consumer protections and contractor requirements in an attempt to ensure transparency; and

(4) Was advised by Commissioner Robinson that he was concerned about the burden on the Tax Collector and Property Appraiser;

(Continued on Page 17)

10. Continued…

    A. Continued…

        (5) Was advised by Commissioner Barry that he has some concerns about the perceived negative impact on citizens with higher tax bills than they are used to;

        (6) Was informed by Mr. Stark that PACE financing can never lead to a home foreclosure, the assessment stays with the home if it is abandoned or sold, and there are no specific target areas, but that 70% of repairs are hurricane protections; and

        (7) Discussed waiting to see how the program goes with the City of Pensacola, and requested for this Item to be brought back in April and to include Scott Lunsford [Escambia County Tax Collector] in the conversation; and

    B. Board Direction – None.

11. Employee Survey

    A. The C/W was provided with a draft copy of an employee survey by County Administrator Brown, and the C/W:

        (1) Was informed by County Administrator Brown that County Administration developed the survey to assess workplace climate;

        (2) Was advised by Commissioner Barry that he wants the survey to be completed in whichever manner will provide frank, honest answers, and that he wants to see all of the responses to the open-ended questions;

        (3) Was advised by Commissioner Bergosh that it will be important to exclude the outliers on both ends of the survey;

        (4) Was advised by Commissioner Robinson that he is concerned about the length of the survey;

        (Continued on Page 18)

11. Continued…

    A. Continued…

        (5) Discussed putting the open-ended questions first or even having only open-ended questions and adding additional questions if needed; and

        (6) Discussed possible ideas for distributing and collecting the surveys to provide anonymity and a high level of response; and

    B. Board Direction – None.

12. Adjourn

    Chairman Bergosh declared the C/W Workshop adjourned at 11:42 a.m.

MINUTES OF ATTORNEY-CLIENT SESSION OF THE BOARD OF COUNTY COMMISSIONERS HELD FEBRUARY 15, 2018
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(8:04 a.m. – 9:04 a.m.)

Present: Commissioner Jeffrey W. Bergosh, Chairman, District 1
Commissioner Lumon J. May, Vice Chairman, District 3
(Not present at Call to Order)
Commissioner Steven L. Barry, District 5
Commissioner Grover C. Robinson IV, District 4 (Not present at Call to Order)
Commissioner Douglas B. Underhill, District 2
Jack R. Brown, County Administrator
Alison Rogers, County Attorney
DeLana Allen-Busbee, Office Assistant III, Clerk and Comptroller's Office
Lizabeth Carew, Administrative Specialist, Clerk and Comptroller's Office

AGENDA NUMBER

1. Call to Order

Chairman Bergosh called the Attorney-Client Session to order at 8:04 a.m.

2. Session

Chairman Bergosh advised that:

A. The County Attorney requests that the Board retire to the BCC Conference Room for the Attorney/Client Session regarding the pending appeal before the Administration Commission of Sheriff David Morgan, which session was advertised in the Saturday, February 3, 2018, edition of the *Pensacola News Journal,* as follows:

PUBLIC NOTICE

IT IS THE INTENTION of the Board of County Commissioners of Escambia County, Florida, to hold a private meeting with its attorneys to discuss the pending appeal before the Administration Commission of David Morgan, Sheriff, Escambia County, FL, in accordance with Section 286.011(8), Florida Statutes. Such attorney/client session will be held at 8:00 a.m., on Thursday, February 15, 2018, in the Ernie Lee Magaha Government Building, Board Chambers, 221 Palafox Place, Pensacola, Florida, and is expected to last approximately an hour. Commissioners Jeff Bergosh, Lumon J. May, Douglas B. Underhill, Grover C. Robinson, IV, and Steven L. Barry, County Administrator Jack Brown, County Attorney Alison P. Rogers, Charles V. Peppler, Deputy County Attorney, attorneys representing Escambia County in the foregoing litigation will be attending. A certified court reporter will attend and report the attorney/client session.

(Continued on Page 2)

AGENDA NUMBER - Continued

2. Continued…

   B. The session is expected to last about one hour and the following are expected to attend: Commissioners Bergosh, May, Underhill, Robinson, and Barry; Administrator Jack Brown; County Attorney Alison Rogers; and Deputy County Attorney Charlie Peppler.

RECESS: 8:05 A.M. – COMMISSIONER BERGOSH, COMMISSIONER UNDERHILL, COMMISSIONER BARRY, COUNTY ADMINISTRATOR BROWN, AND COUNTY ATTORNEY ROGERS RETIRED TO THE BCC CONFERENCE ROOM

RECONVENE: 9:02 A.M. – COMMISSIONER BERGOSH, COMMISSIONER UNDERHILL, COMMISSIONER BARRY, COMMISSIONER ROBINSON, COMMISSIONER MAY, COUNTY ADMINISTRATOR BROWN, AND COUNTY ATTORNEY ROGERS RETURNED TO BOARD CHAMBERS

2. Continued…

   Motion made by Commissioner Underhill, seconded by Commissioner Robinson, and carried unanimously, approving to schedule another Attorney-Client Session privilege for March 1, 2018, at 8:00 a.m., on this case and directing staff to notice the Session appropriately.

ADJOURNMENT

There being no further business to come before the Board, Chairman Bergosh declared the Attorney-Client Session of the Board of County Commissioners adjourned at 9:04 a.m.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

ATTEST:

By:_____
Jeff Bergosh, Chairman

Pam Childers
Clerk of the Circuit Court & Comptroller

_____
Deputy Clerk

Approved: March 1, 2018

REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA WORK SESSION
HELD FEBRUARY 15, 2018
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:06 a.m. – 10:38 a.m.)

Present: Commissioner Jeffrey W. Bergosh, Chairman, District 1
Commissioner Lumon J. May, Vice Chairman, District 3
Commissioner Steven L. Barry, District 5
Commissioner Grover C. Robinson IV, District 4
Commissioner Douglas B. Underhill, District 2
Susan Woolf, General Counsel, Clerk and Comptroller's Office
Jack R. Brown, County Administrator
Alison Rogers, County Attorney
DeLana Allen-Busbee, Office Assistant III, Clerk and Comptroller's Office
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 February 15, 2018, Regular Board Meeting, was reviewed as follows:

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

   B. Susan Woolf, General Counsel, Clerk and Comptroller's Office, reviewed the Clerk's Report;

   C. Andrew Holmer, Manager, 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. Alison Rogers, County Attorney, reviewed the County Attorney's Report, and Paula Montgomery spoke concerning CAT Item II-1, a discussion on adopting a Resolution to treat children as children when they break Florida Law;

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

   G. Commissioner Bergosh reviewed his add-on item.

MINUTES OF THE PUBLIC FORUM WORK SESSION AND REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS
HELD FEBRUARY 15, 2018
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(4:32 p.m. – 7:57 p.m.)

Present: Commissioner Jeffrey W. Bergosh, Chairman, District 1
Commissioner Lumon J. May, Vice Chairman, District 3
Commissioner Steven L. Barry, District 5
Commissioner Grover C. Robinson, IV, District 4
Commissioner Douglas B. Underhill, District 2
Honorable Pam Childers, Clerk of the Circuit Court and Comptroller
(Regular Board Meeting only)
Jack R. Brown, County Administrator
Alison Rogers, County Attorney
DeLana Allen-Busbee, Office Assistant III, Clerk and Comptroller's Office
Lizabeth Carew, Administrative Specialist, Clerk and Comptroller's Office
Judy H. Witterstaeter, Program Coordinator, County Administrator's Office

PUBLIC FORUM WORK SESSION

Chairman Bergosh called the Public Forum Work Session to order at 4:32 p.m.

1. FOR INFORMATION: The Board heard comments from Jessica Bibza concerning Draft Florida State Expenditure Plan, which will be considered during the 5:32 p.m. Public Hearing.

2. FOR INFORMATION: The Board heard comments from David Carlson concerning property located at 5670 Bauer Road.

3. FOR INFORMATION: The Board heard comments from James Tellefson concerning the efforts of the Warrington Revitalization Committee.

4. FOR INFORMATION: The Board heard comments from Keith Kastner concerning his ideas on County government.

5. FOR INFORMATION: The Board heard comments from Deborah Gayle concerning Escambia County Area Transit bus routes.

PUBLIC FORUM WORK SESSION – Continued

6. FOR INFORMATION: The Board heard comments from Dave Glassman concerning America's Heroes Enjoying Recreation Outdoors (AHERO).

7. FOR INFORMATION: The Board heard comments from Kevin Kastner concerning Escambia County Area Transit bus routes.

8. FOR INFORMATION: The Board heard comments from Barbara Mayall concerning ITL Solutions.

9. FOR INFORMATION: The Board heard comments from the following individuals requesting that the Board place a Referendum on the 2018 Ballot concerning privatization of land on Pensacola Beach:

   Anita Feliciano
   Lorrie Newman
   Angela Dement
   Dianne Krumel
   Laura Merritt

10. FOR INFORMATION: The Board heard comments from Sherri Myers concerning Carpenter's Creek and an e-mail the Florida Department of Transportation sent regarding the intersection of 9th Avenue and Bayou Boulevard.

5:24 P.M. – PUBLIC FORUM ADJOURNED
5:40 P.M. – REGULAR BOARD MEETING CONVENED

REGULAR BCC AGENDA

1. Call to Order

   Chairman Bergosh called the Regular Meeting of the Board of County Commissioners to order at 5:40 p.m.

2. Invocation

   The Board observed a moment of silence in remembrance of the victims of the Parkland School mass shooting in South Florida.

3. Pledge of Allegiance to the Flag

   Commissioner Underhill led the Pledge of Allegiance to the Flag.

4. Adoption of the Agenda

   Motion made by Commissioner May, seconded by Commissioner Barry, and carried unanimously, adopting the agenda as prepared and duly amended.

5. Commissioners' Forum:

   A. District 2 – Commissioner Underhill commented on his experience at the Tax Collector's Office while obtaining a learner's permit for his son and on the subject of public water access on Perdido Key;

   B. District 4 – Commissioner Robinson offered his thoughts and prayers to Tammy Bohannon for the loss of her husband and commented on the Mardi Gras Parade;

   C. District 5 – Commissioner Barry offered his thoughts and prayers to the family of Corey Smith, who passed away;

   D. District 3 – Commissioner May offered his condolences to the family of an inmate in the Escambia County Jail, who passed away; and

   E. District 1 – Commissioner Bergosh commented regarding the Mardi Gras Parade and offered his thoughts and prayers to the families of the victims of the Parkland School mass shooting in South Florida.

REGULAR BCC AGENDA – Continued

6&7. Approval of Two Regular Agenda Items

Motion made by Commissioner Robinson, seconded by Commissioner May, and carried unanimously, approving Regular Agenda Items 6 and 7, as follows:

6. Adopting the Proclamation recognizing February 22, 2018, as "Military Appreciation Day in Escambia County."

7. Adopting the following retirement Proclamations:

   A. The retirement Proclamation commending and congratulating Winston Dortch, Waste Services Department, on 27 years of service;

   B. The retirement Proclamation commending and congratulating Angelo N. Debrow, Corrections Department, on 23 years of service;

   C. The retirement Proclamation commending and congratulating Lynne C. Owsley, Corrections Department, on 8 years of service;

   D. The retirement Proclamation commending and congratulating Charles R. Strickland, Corrections Department, on 9 years of dedicated service;

   E. The retirement Proclamation commending and congratulating Debra J. Warren, Corrections Department, on 9 years of service; and

   F. The retirement Proclamation commending and congratulating Gregory L. Young, Corrections Department, on 24 years of dedicated service.

8. Years of Service Recoginition

   Motion made by Commissioner May, seconded by Commissioner Robinson, and carried unanimously, recognizing, with a pin and certificate, Patricia A. Lair, Custodial Worker, for her dedication in 25 years of service to Escambia County.

REGULAR BCC AGENDA – Continued

9. Proof of Publication

Motion made by Commissioner Robinson, seconded by Commissioner Underhill, and carried unanimously, waiving the reading of the legal advertisement(s) and accepting, 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*, as follows:

A. The following two Public Hearings on the agenda [the 5:32 p.m. Public Hearing was not advertised]:

(1) The 5:33 p.m. Public Hearing, advertised in the *Pensacola News Journal* on February 3, 2018, for consideration of adopting an Ordinance establishing ECAT as a Dependent Special District of Escambia County, Florida, for the purpose of providing public transportation; and

(2) The 5:45 p.m. Public Hearing, advertised in the *Pensacola News Journal* on January 12, 2018, for consideration of adopting an Ordinance amended the Official Zoning Map; and

B. The *Board of County Commissioners – Escambia County, Florida, Meeting Schedule February 12-February 16, 2018,* as published in the *Pensacola News Journal* on February 10, 2017.

10. 5:32 p.m. Public Hearing

Motion made by Commissioner Underhill, seconded by Commissioner Robinson, and carried unanimously, approving the Draft Florida State Expenditure Plan (SEP) and authorizing the transmittal of public comments to the Gulf Consortium relating to the SEP, which includes Escambia County's Bayou Chico Contaminated Sediment Remediation Project.

NOTE: The backup contains Escambia County's project, the Bayou Chico Contaminated Sediment Remediation Project. To view the entire SEP please visit: https://www.gulfconsortium.org/draft-state-expenditure-plan.

Speaker(s):

John Naybor

REGULAR BCC AGENDA – Continued

11. 5:33 p.m. Public Hearing

Motion made by Commissioner Barry, seconded by Commissioner May, and carried 4-1, with Commissioner Underhill voting "no," adopting an Ordinance [Number 2018-8] creating Volume I, Chapter 99, Sections 99-1 through 99-2, [of the Escambia County Code of Ordinances], establishing the Escambia County Area Transit Authority as a Dependent Special District of Escambia County, Florida, for the purpose of providing public transportation.

Speaker(s):

Keith Kastner
Kevin Kastner
Deborah Gayle
James Stanton
Tiffany Pate
Laura Merritt
Michael Lowery

12. Committee of the Whole Recommendation

Motion made by Commissioner Barry, seconded by Commissioner Robinson, and carried unanimously, taking the following action, as recommended by the Committee of the Whole (C/W) at the February 6, 2018, C/W Workshop:

A. Authorizing a letter of support of the program that Ascendant Partnership is providing to the Florida Association of Counties and the National Association of Counties (C/W Item #3); and

B. Supporting the reappointment of Dr. Andrea Minyard as the District 1 Medical Examiner (C/W Item #9).

CLERK OF COURTS & COMPTROLLER'S REPORT – Honorable Pam Childers, Clerk of the Circuit Court & Comptroller

I. CONSENT AGENDA

1-4. Approval of Various Consent Agenda Items

Motion made by Commissioner Barry, seconded by Commissioner Robinson, and carried unanimously, approving Consent Agenda Items 1 through 4, as follows:

1. Accepting, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended December 31, 2017, as required by Ordinance Number 95-13; on December 31, 2017, the portfolio market value was $402,975,296 and portfolio earnings totaled $325,686 for the month; the short-term portfolio yield 1.06%, which should be compared to the S&P Government Index Pool Index 30 Day benchmark of 1.15%; the long-term CORE portfolio achieved a yield of 1.99%, which should be compared to the Merrill Lynch 1-5 Year Treasury Index benchmark of 1.97%.

2. Approving Records Disposition Document No. 647, for disposition of Board of County Commissioners' Records, Item 32, Minutes: Official Meetings (Transcripts: Microfilmed on Rolls 544 through 549), for the period September 6, 2016, through July 6, 2017, in accordance with State Retention Schedule GS1, since the permanent records have been scanned and/or microfilmed.

3. Accepting, for filing with the Board's Minutes, the following documents provided to the Clerk to the Board's Office:

   A. The Financial Statements for the Escambia-Pensacola Human Relations Commission for the year ended September 30, 2017 and 2016;

   B. The Escambia County, Florida, Detention/Jail Commissary Fund Financial Statements and Required Supplementary Information, for the year ended September 30, 2017;

(Continued on Page 8)

CLERK OF COURTS & COMPTROLLER'S REPORT – Continued

I. CONSENT AGENDA – Continued

1-4. Approval of Various Consent Agenda Items – Continued

3. Continued…

C. The Modification to Subgrant Agreement between the Division of Emergency Management and Escambia County, Contract Number 17HM-H4-01-27-01-314, executed by the Chairman on January 4, 2018, based on the Board's action of November 17, 2016, authorizing the Chairman to execute, subject to Legal review and sign-off, any subsequent agreements and program-related documents for the Delano Street Drainage Area Project;

D. The Cancellation of Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program for Heather I. Malone, recorded in Official Records Book 7847, Page 1638;

E. The State of Florida, Florida Fish and Wildlife Conservation (FWC) Commission Amendment No. 1 to FWC Agreement No. 15104-A1, approved by the Board on January 19, 2017;

F. Closing documents relating to the sale of surplus property located at 2 Utah Court, based on the Board's action of January 4, 2007, and September 5, 2013;

G. Amendment No. 1 to the Florida Department of Environmental Protection Agreement No. G0409, executed by the Chairman on December 14, 2017, based on the Board's action of July 23, 2015, authorizing the Chairman to sign future Agreement-related documents, including no cost extensions, pending Legal review and approval, without further action of the Board to complete the Bayou Chico Stormwater Retrofit Project; and

H. Amendment No. 2 to the State of Florida, Florida Fish and Wildlife Conservation Commission Contract No. 14097, executed by the Chairman on December 14, 2017, based on the Board's action of January 21, 2016, authorizing the Chairman to sign any subsequent documents related to the acceptance, execution, reporting, and no-cost time extensions to implement FWC Agreement No. 14097, without further Board action.

CLERK OF COURTS & COMPTROLLER'S REPORT – Continued

I. CONSENT AGENDA – Continued

1-4. Approval of Various Consent Agenda Items – Continued

4. Taking the following action concerning Minutes and Reports prepared by the Clerk to the Board's Office:

   A. Approving the Amended Minutes of the Regular Board Meeting held November 30, 2017, as provided (the Minutes were amended to include the Board's action relating to the payment of invoices submitted by DLR Group [Commissioner May's Add-on Item #3]);

   B. Approving the Minutes of the Attorney-Client Session held February 1, 2018;

   C. Accepting, for filing with the Board's Minutes, the Report of the Agenda Work Session held February 1, 2018; and

   D. Approving the Minutes of the Regular Board Meeting held February 1, 2018.

GROWTH MANAGEMENT REPORT – Horace Jones, Director,
Development Services Department

I. PUBLIC HEARINGS

1. Rezoning Cases

Motion made by Commissioner Robinson, seconded by Commissioner Underhill, and carried unanimously, taking the following action concerning Rezoning Cases PB-2018-01 and PB-2018-2 heard by the Santa Rosa Island Authority (SRIA) on January 24, 2018:

A. Adopting the SRIA's recommendation for Rezoning Cases PB-2018-01 and PB-2018-2; and

B. Authorizing the Chairman to sign the Orders of the Escambia County Board of County Commissioners for the Rezoning Cases that were reviewed, as follows:

(1)

Case Number:	PB-2018-01
Address:	A portion of one parcel, Ft. Pickens Road/Casino Beach
Property Reference Number:	28-2S-26-2000-000-011
Property Size:	0.56 (+/-) acres
From:	REC/R-PB, Recreation/Retail-Pensacola Beach
To:	PR-PB, Preservation-Pensacola Beach
FLU Category:	REC, Recreation
Commissioner District:	4
Requested by:	Santa Rosa Island Authority
SRIA Recommendation:	Approval

(Continued on Page 11)

GROWTH MANAGEMENT REPORT – Continued

I. PUBLIC HEARINGS – Continued

1. Continued…

B. Continued…

(2)

Case Number:	PB-2018-02
Address:	A portion of one parcel, Ft. Pickens Road/Casino Beach
Property Reference Number:	28-2S-26-2000-000-011
Property Size:	1.43 (+/-) acres
From:	REC/R-PB, Recreation/Retail-Pensacola Beach
To:	PR-PB, Preservation-Pensacola Beach
FLU Category:	REC, Recreation
Commissioner District:	4
Requested by:	Santa Rosa Island Authority
SRIA Recommendation:	Approval

Speaker(s) – None.

2. 5:45 p.m. Public Hearing

Motion made by Commissioner Robinson, seconded by Commissioner May, and carried unanimously, adopting an Ordinance [Number 2018-9] to amend the Official Zoning Map to include the Rezoning Cases [PB-2018-01 and PB-2018-02] heard by the Santa Rosa Island Authority Board on January 24, 2018, and approved during the previous agenda item; and to provide for severability, inclusion in the Code, and an effective date.

Speaker(s) – None.

GROWTH MANAGEMENT REPORT – Continued

II. ACTION ITEM

1. Ashland Heights Phase 1 Final Plat

Motion made by Commissioner Underhill, seconded by Commissioner Barry, and carried unanimously, taking the following action concerning recording of Ashland Heights Phase 1 (a 32-lot residential subdivision), located in the Pine Forest Community and lying west of Ashland Avenue and south of West Nine Mile Road (Alternate U.S. Highway 90), and north of West Detroit Boulevard, owned and developed by Ashland Avenue, LLC; prior to recording, the County Surveyor and the Clerk of the Circuit Court must sign the Final Plat, as set forth in Section 2-5.7 of the Escambia Land Development Code; also, prior to recording, the County Surveyor must sign the Final Plat, as set forth in Chapter 177.081 (1), Florida Statute:

A. Approving the Final Plat for recording;

B. Approving the street name "Mary Jo Way";

C. Accepting all public easements, ponds, and drainage improvements within public easements, as depicted upon the Final Plat, for permanent County maintenance; the cost of maintenance is to be funded through the establishment of a storm water management Municipal Services Benefit Unit; and

D. Authorizing the Chairman or Vice Chairman to execute a Conservation Easement and a Two-Year Warranty Agreement without Surety, for Streets and Drainage improvements.

COUNTY ADMINISTRATOR'S REPORT – Jack R. Brown, County Administrator

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA

1-10. Approval of Various Consent Agenda Items

Motion made by Commissioner Robinson, seconded by Commissioner Underhill, and carried unanimously, approving Consent Agenda Items 1 through 10, as follows, with the exception of Item 5, which was held for a separate vote:

1. Taking the following action concerning the Memorandum of Understanding between the National Park Service-Gulf Islands National Seashore and Escambia County for the Provision of Emergency Medical Services:

   A. Approving the Memorandum of Understanding (MOU) to establish the terms and conditions under which Escambia County, through the Emergency Medical Services Division of the Department of Public Safety, and the National Park Service, will cooperate to jointly provide emergency medical services within and near the boundaries of the Gulf Islands National Seashore; and

   B. Authorizing the Chairman to sign the MOU.

2. Taking the following action concerning the vacation of the eastern portion of Kersey Road, on the Board's own motion (Funding Source: funding for legal advertisements and document recordings are available in Fund 175, "Transportation Trust Fund," Cost Center 211602, Object Code 54901; this funding source will cover all costs associated with the vacation request):

   A. Scheduling a Public Hearing for March 15, 2018, at 5:31 p.m., to consider the vacation of the unopened and unmaintained right-of-way portion of Kersey Road; and

   B. Authorizing the expenditures of funds for all costs associated with this vacation.

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

1-10. Approval of Various Consent Agenda Items – Continued

3. Taking the following action regarding a Petition to Vacate a portion of a subdivision:

   A. Authorizing the scheduling of a Public Hearing for March 15, 2018, at 5:33 p.m., to consider the Petition to Vacate a portion of the Huntington Creek First Addition Plat, a subdivision recorded in Plat Book 19, Pages 34 and 34A, as petitioned by Clearwater 102, LLC; and

   B. Requiring the petitioner to notify all property owners within a 500-foot radius, as well as all property owners within the Huntington Creek and Twin Spires Subdivisions.

4. Accepting, for filing with the Board's Minutes, the January 18, 2018, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

5. See Page 16.

6. Taking the following action concerning a Short-Term License Agreement with River Resources, LLC, for temporary use of County-owned property for removal and staging of logs relating to a logjams project on the Perdido River:

   A. Approving the Short-Term License Agreement with River Resources, LLC, for temporary use of County-owned property for removal and staging of logs relating to the logjams project on the Perdido River; and

   B. Authorizing the Chairman to sign the Agreement and other future Agreement-related documents, including no-cost extensions, pending Legal review and approval, without further action from the Board.

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

1-10. Approval of Various Consent Agenda Items – Continued

7. Taking the following action concerning the Temporary License Agreement with River Resources, LLC, for use of County-owned property for staging and removal of logs for a logjams project on the Perdido Landfill site:

   A. Approving the Temporary License Agreement with River Resources, LLC, for use of County-owned property for staging and removal of logs for a logjams project on the Perdido Landfill site; and

   B. Authorizing the Chairman to sign the Agreement and other future Agreement-related documents, including no-cost extension, subject to Legal review and sign-off, without further action from the Board.

8. Acknowledging, for the Official Record, the letter dated February 7, 2018, from David Deliman, Market Vice President of Cox Communications, outlining the roles, delivery, and operations of the combined programming of ECTV Channel 98 and WUWF Channel 4 to digital/HD Channel 1004 and SD Channel 4; the targeted delivery date is February 28, 2018, barring any unforeseen technical issues.

9. Confirming the hiring of Donna "Joy" Jones as the Director of Public Works, with an annual salary of $110,000 per year, a $400 monthly vehicle allowance, plus the same benefits other County employees receive, effective April 1, 2018; this position is currently budgeted in the Fiscal Year 2017-2018 Budget and will replace Joy Blackmon, Director of Public Works, upon her retirement on March 30, 2018 (Funding: Fund 001, General Fund, Cost Center 211101, Object Code 51101 or 51201).

10. Amending the Board's action of February 1, 2018, concerning pay instructions for the weather event, which suspended regular Board of County Commissioners' (BCC) operations, to include and approve hour-for-hour disaster leave for essential personnel (both exempt and non-exempt) who worked on Wednesday, January 17, 2018; the Resume Page of the Board action approved on February 1, 2018, is provided.

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

5. Interlocal Agreement with the Town of Century

Motion made by Commissioner Barry, seconded by Commissioner Underhill, and carried unanimously, approving, and authorizing the Chairman to sign, the Interlocal Agreement between Escambia County, Florida, and the Town of Century, Florida, for the Alger-Sullivan SHIP Replacement Housing Project, providing for $150,000 in funds from the Town of Century in support of the Project.

II. BUDGET/FINANCE CONSENT AGENDA

2-25. Approval of Various Consent Agenda Items

Motion made by Commissioner Robinson, seconded by Commissioner Underhill, and carried unanimously, approving Consent Agenda Items 2 through 25, as follows, with the exception of Item 18, which was held for a separate vote [Item 1 was held for a separate vote (see Page 32)]:

2. Adopting the Resolution [R2018-12] approving Supplemental Budget Amendment #047, General Fund (001) and Other Grants and Projects Fund (110), in the amount of $37,543, to recognize Grant proceeds from the Florida Department of State, Division of Elections, and to appropriate these funds to be used solely for activities related to Federal Elections; a 15% match, or $4,897, is required by the State, and matching funds will come from the adopted Fiscal Year 2017/18 Supervisor of Elections Budget to cover this requirement.

3. Adopting the Resolution [R2018-13] approving Supplemental Budget Amendment #057, Local Option Sales Tax Fund III (352), in the amount of $500,000, to recognize proceeds from a First Amendment to an existing State of Florida Department of Transportation Economic Development Transportation Project Fund Agreement and to appropriate these funds for construction of transportation facility improvements for the Muscogee Road Freight Corridor, along County Road 184 (Muscogee Road), from Beulah Road to Carlisle Drive.

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

2-25. Approval of Various Consent Agenda Items – Continued

4. Adopting the Resolution [R2018-14] approving Supplemental Budget Amendment #059, Other Grants and Projects Fund (110), in the amount of $48,711, to recognize proceeds from the Florida Department of Health and to appropriate these funds for the improvement and expansion of pre-hospital Emergency Medical Services in Escambia County.

5. Taking the following action concerning an interest-free interfund loan between the Local Option Sales Tax III Fund (352) and the Local Option Sales Tax IV Fund (353):

   A. Approving a revolving interfund loan from the Local Option Sales Tax (LOST) III Fund (352) to the LOST IV Fund (353), in an amount not to exceed $3,000,000, to cover cash shortfalls until LOST IV proceeds are received starting in February 2018; and

   B. Waiving all interest payments on any outstanding balance of this revolving interfund loan.

   This interfund loan request is necessary due to pending expenditures in LOST IV until cash is received. Pending projects include the Navy Federal Economic Development Project ($1,000,000), Florida Department of Transportation Burgess Road Project ($1,000,000), and Open Grade Coal Mix ($250,000), including other LOST Projects, totaling $11.6 million, that are moving forward. LOST receipts average approximately $3.5 million per month, based on the Fiscal Year 2017 revenues. LOST IV revenue receipts should begin February 2018.

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

2-25. Approval of Various Consent Agenda Items – Continued

6. Approving, and authorizing the County Administrator to execute, the following Change Order Number 1, adding funds for the repair and maintenance of the Public Safety Department's fire apparatus fleet through the balance of the Fiscal Year (Funding Source: Fund 143, Fire Services Paid Fund, Cost Center 330206, Fire Services):

Department:	Public Safety
Division:	Fire Services
Type:	Addition
Amount:	$26,520
Vendor:	Howell Truck & Giant Tire Service
Project Name:	N/A
Contract:	State Contract 25172500-WSCA-15-ACS
Purchase Order (PO) #:	180076
Change Order #:	1
Original Award Amount:	$49,900
Cumulative Amount of Change Orders through this CO:	$26,520
New PO Total:	$76,420

7. Taking the following action concerning the Parks and Recreation Agreements Relating to Grounds Mowing and Trimming for Athletic Parks (Funding: Fund 352, Local Option Sales Tax III, Cost Center 350229, Object Code 53401, Project Number 08PR0078):

   A. Approving the reallocation of funds from the Capital Improvement Program - Park Development Project, in the amount of $275,000, to Park Mowing; and

(Continued on Page 19)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

2-25. Approval of Various Consent Agenda Items – Continued

7. Continued…

B. Approving the first 12-month extension, effective February 16, 2018, to the Agreements relating to Escambia County, Florida, Grounds Mowing and Trimming for Athletic Parks - Zones 1 through 6, per PD 16-17.016, Parks and Recreation Department Grounds Mowing and Trimming, for the following six zones identified and contracted for separately, for a term of 12 months, with options to renew for 2 additional 12-month terms, at the annual amounts noted for each; the Agreements are Unit Price Agreements, based on a cost per mow, per field in each zone:

(1) Agreement for Zone 1 to Total Landscape Service, Inc., in the annual amount of $29,450;

(2) Agreement for Zone 2 to Rhett James Landscaping, Inc., in the annual amount of $63,990;

(3) Agreement for Zone 3 to Emerald Coast Grass Company, LLC, in the annual amount of $36,172.50;

(4) Agreement for Zone 4 to Coastal Landscaping and Maintenance, Inc., in the annual amount of $36,950;

(5) Agreement for Zone 5 to Big Orange Enterprises, LLC, d/b/a Escape Landscaping and Lawn Care, in the annual amount of $54,720; and

(6) Agreement for Zone 6 to Gulf Coast Environmental Contractors, Inc., in the annual amount of $52,320.

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

2-25. Approval of Various Consent Agenda Items – Continued

8. Taking the following action concerning the Escambia County Waste Tire Amnesty Day Event (Funding: Fund 401, Solid Waste Fund, Cost Center 230306 Recycling, Object Codes 53401 and 54801):

   A. Adopting the Resolution [R2018-15] supporting (authorizing) the Escambia County Waste Tire Amnesty Day Event in Partnership with the Florida Department of Environmental Protection, to be held at the Department of Public Safety, 6575 North "W" Street on March 24, 2018); and

   B. Authorizing the Chairman to sign the Resolution.

9. Ratifying the following February 15, 2018, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), rescinding, due to the owner's request to terminate the Funding and Lien Agreements, the following Board's action of August 17, 2017, concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 634 Lakewood Road:

   A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Christine L. Yerkes, owner of residential property located at 634 Lakewood Road, Barrancas Redevelopment District, each in the amount of $6,000, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, to install a new roof; and

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

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

2-25. Approval of Various Consent Agenda Items – Continued

10. Ratifying the following February 15, 2018, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements:

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

(1) The Agreements between Escambia County CRA and Pearlie Mae Evans, Lorenzo Evans, Betty Grimes, Shirley E. Watson, Bobbie Strong, Joyce A. Evans, Gregory Evans, and John E. Evans, owners of residential property located at 2606 North Z Street, Englewood Redevelopment District, each in the amount of $5,528, representing an in-kind match through the Englewood Tax Increment Financing (TIF), Fund 151, Cost Center 370117, to replace roof and install storm shutters;

(2) The Agreements between Escambia County CRA and Terri Stine, owner of residential property located at 12 Nimitz Court, Barrancas Redevelopment District, each in the amount of $5,000, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, to replace roof;

(3) The Agreements between Escambia County CRA and Kenneth R. and Bonnie B. Wooton, owners of residential property located at 2255 Berg Street, Atwood Redevelopment District, each in the amount of $5,214, representing an in-kind match through the Atwood Tax Increment Financing (TIF), Fund 151, Cost Center 370120, to replace windows, and install storm shutters;

(4) The Agreements between Escambia County CRA and James C., Jr. and Catherine B. Holley, owners of residential property located at 210 Berry Road, Warrington Redevelopment District, each in the amount of $6,000, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, to replace windows;

(Continued on Page 22)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

2-25. Approval of Various Consent Agenda Items – Continued

10. Continued…

A. Continued…

(5) The Agreements between Escambia County CRA and S & J Properties of Pensacola, LLC, owners of residential property located at 24 Kincaid Street, Barrancas Redevelopment District, each in the amount of $1,775, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, to replace sanitary sewer connection;

(6) The Agreements between Escambia County CRA and Tadeusz and Donnie L. Filipczak, owners of residential property located at 8392 and 8394 Carl Dean Street, Atwood Redevelopment District, each in the amount of $4,249, representing an in-kind match through the Atwood Tax Increment Financing (TIF), Fund 151, Cost Center 370120, to replace roof; and

(7) The Agreements between Escambia County CRA and Anne B. Woody, owner of residential property located at 217 Sunset Avenue, Warrington Redevelopment District, each in the amount of $2,050, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, to replace roof; and

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

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

2-25. Approval of Various Consent Agenda Items – Continued

11. Ratifying the following action concerning the cancellation of the Residential Rehab Grant Program Liens:

A. Approving the following February 15, 2018, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the cancellation of six Residential Rehab Grant Program Liens, as the Grant recipients have met their one-year of compliance with the Residential Grant Program:

Property Owners	**Address**	**Amount**
Vincent J. Distefano, Jr.,	5 Syrcle Drive	$1,425
Matthew A. and Rachel L. Harding	10 Mandalay Drive	$5,539
Jeff C. Kennedy	111 Syrcle Drive	$6,000
Rhonda G. Meloy	14 Lieutenant Street	$2,565
Danny and Phyllis Rainey	203 Sunset Avenue	$1,700
Joseph R. Simpson, Jr., and Janet B. Simpson	102 Southeast Kalash Road	$1,325

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

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

2-25. Approval of Various Consent Agenda Items – Continued

12. Approving, and authorizing the County Administrator to execute, the following Change Order to Roads, Inc. of NWF, in the amount of $41,345.28, on Contract PD 14-15.017, for the Olive Road East Multi-Lane Reconstruction and Drainage Project (Funding Source: Fund 352, "Local Option Sales Tax," Account 210107, Object Code 56301, Project #15EN3244, and Account 210109, Object Code 56301, Project #10EN0363):

Department:	Public Works
Division:	Engineering/Infrastructure Division
Type:	Addition
Amount:	$41,345.28
Vendor:	Roads, Inc. of NWF
Project Name:	Olive Road East Multi-Lane Reconstruction and Drainage Project
Contract:	PD 14-15.017
Purchase Order #:	150986
Change Order (CO) #:	3
Original Contract Award:	$4,531,541.13
Cumulative Amount of Change Orders Through this CO:	$805,416.33
New Contract Amount:	$5,336,957.46

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

2-25. Approval of Various Consent Agenda Items – Continued

13. Approving, and authorizing the County Administrator to execute, the following Change Order to John Davenport Engineering, Inc., in the amount of $8,840, on Contract PD 15-16.091, Design Services for Traffic Signal Design for County Road (CR) 95A (Palafox Highway) at CR 749 (Old Chemstrand Road) and CR 297A at CR 186 (Kingsfield Road) (Funding Source: "Local Option Sales Tax III," Fund 352, Cost Center 210107, Object Code 56301, Project 16EN3495):

Department:	Public Works
Division:	Engineering
Type:	Addition
Amount:	$8,840
Vendor:	John Davenport Engineering, Inc.
Project Name:	CR 95A at Chemstrand Road and CR 297A at Kingsfield Road
Contract:	PD 15-16.091
Purchase Order #:	170782
Change Order (CO) #:	3
Original Contract Amount:	$106,910
Cumulative Amount of Change Orders Through this CO:	$96,620
New Contract Amount:	$203,530

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

2-25. Approval of Various Consent Agenda Items – Continued

14. Taking the following action concerning the Florida Department of Transportation (FDOT), County Incentive Grant Program (CIGP) Application for the State Road (SR) 297 (Pine Forest Road) Roadway Capacity Project (Funding: CIGP requires 50/50 match; FDOT notification of selected projects to occur January 2019; staff recommends requesting CIGP funds for the PD&E phase, totaling $400,000 [$200,000 local obligation]; if awarded, and based upon the FDOT Fiscal Year that the Project is programmed, FDOT and Escambia County would each fund $200,000 towards the Project, by programming the local match to be allocated from the LOST [Local Option Sales Tax] IV Public Works Transportation Fund; if not awarded, funding will remain in LOST IV Public Works Transportation Fund):

    A. Authorizing staff to submit an Application for CIGP Funds to FDOT to request grant funding for the SR 297 (Pine Forest Road) Capacity Project, Interstate 10 (I-10) to Nine Mile Road;

    B. Authorizing the County Administrator, or designee, to sign the Application and any other documents related to the request for CIGP Funds, subject to Legal sign-off if applicable, and without further action of the Board; and

    C. Authorizing the allocation of not-to-exceed $200,000 from LOST IV Public Works Transportation Fund towards the Project Development and Environmental (PD&E) Phase of the project in the Fiscal Year designated by FDOT.

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

2-25. Approval of Various Consent Agenda Items – Continued

15. Taking the following action regarding the proposed State of Florida, Department of Transportation, District 3 Applications for Multi-Modal Facilities (Funding: no local funding match is required; however, the Board allocated $700K towards the Chemstrand Road Sidewalks [Nine Mile Road to Ten Mile Road] Project, from Local Option Sales Tax IV, and staff plans to leverage those funds as local match incentive for Transportation Alternatives Program [TAP] funding [total CST cost estimate of $1.5-2M]):

A. Approving submittal of Applications for the Florida-Alabama Transportation Planning Organization TAP funds to design and construct the multi-modal facilities at the following locations:

(1) Paved shoulders along Dog Track Road (CR 297), from Blue Angel Parkway (SR 173) to US 98 (SR 30) - Design;

(2) Sidewalks along Olive Road (CR 290), from Palafox Street (CR 95A) to Cody Lane - Design;

(3) Sidewalks along Olive Road (CR 290), from Cody Lane to Davis Highway (SR 291) - Design;

(4) Multi-Use Path along Perdido Key Drive (SR 292), from the State Park Entrance to Theo Baars Bridge - Construction (CST) and Construction, Engineering and Inspections (CEI) services;

(5) Sidewalks along South Chemstrand Road, from Nine Mile Road to Johnson Avenue - Construction (CST) and Construction, Engineering, and Inspection (CEI);

(6) Sidewalks along Chemstrand Road (CR 749), from Nine Mile Road to Ten Mile Road - Construction (CST) and Construction, Engineering, and Inspection (CEI); and

(Continued on Page 28)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

2-25. Approval of Various Consent Agenda Items – Continued

15. Continued…

A. Continued…

(7) Sidewalks along Nine and 1/2 Mile Road, from Pine Forest Road (SR 297) to Stefani Road (CR 489), and along Stefani Road, from Nine Mile Road (SR 10) to the Escambia County Extension Office - Design;

B. Adopting a Resolution [R2018-16] in support of the Applications for the Transportation Alternatives Program Projects; and

C. Authorizing the Chairman or Vice Chairman to sign the Transportation Alternatives Program Projects Applications and the Resolution.

16. Taking the following action concerning the First Amendment to the Economic Development Transportation Project Fund Agreement relating to the construction of transportation facility improvements for the Muscogee Road Freight Corridor along County Road (CR)184 (Muscogee Road), from Beulah Road to Carlisle Drive:

A. Approving, and authorizing the Chairman to sign, the First Amendment to the Economic Development Transportation Project Fund Agreement;

B. Adopting, and authorizing the Chairman to sign, the Resolution [R2018-17] supporting the First Amendment to the Economic Development Transportation Project Fund Agreement; and

C. Authorizing the Chairman to sign any other documents associated with time extensions, subject to Legal sign-off, and without further action of the Board.

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

2-25. Approval of Various Consent Agenda Items – Continued

17. Taking the following action concerning Transportation Regional Incentive Program (TRIP) Applications for the Beulah I-10 Interchange Connector and the State Road (SR) 297 (Pine Forest Road) Widening Projects (Funding: TRIP requires 50/50 match; FDOT [Florida Department of Transportation] notification of selected projects to occur January 2019; staff recommends requesting TRIP funds for the design phase, totaling $1,000,000 [$500,000 local obligation]; if awarded, and based upon the FDOT Fiscal Year that the project is programmed, FDOT would fund $500,000 and Escambia County would fund $500,000 towards the project by programming the local match to be allocated from the Local Option Sales Tax [LOST] IV Public Works Transportation Fund; if not awarded, funding will remain in LOST IV Public Works Transportation Fund; staff recommends requesting TRIP funds for the PD&E [Project Development and Environmental] phase, totaling $400,000 [$200,000 local obligation]; if awarded, and based upon the FDOT Fiscal Year that the project is programmed, FDOT would fund $200,000 and Escambia County would fund $200,000 towards the project by programming the local match to be allocated from the LOST IV Public Works Transportation Fund; if not awarded, funding will remain in LOST IV Public Works Transportation Fund):

    A. Authorizing staff to submit an Application for TRIP funds to FDOT to request grant funding for the Beulah Interchange Connector;

    B. Authorizing staff to submit an Application for TRIP funds for the Pine Forest Road Widening Project;

    C. Authorizing the Chairman to sign the Application and any other documents related to the request for TRIP funds, subject to Legal review and sign-off, without further action of the Board, if applicable; and

    D. Authorizing the allocation of not-to-exceed $700,000 from LOST IV Public Works Transportation Fund ($500,000 towards the design for the Beulah Interchange Connector project in the Fiscal Year designated by FDOT and $200,000 toward the PD&E Study for the Pine Forest Road Widening Project in the Fiscal Year designated by FDOT).

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

2-25. Approval of Various Consent Agenda Items – Continued

18. See Page 33.

19. Approving, and authorizing the County Administrator to sign, the Agreement for Artificial Reef Modules between Escambia County, Florida, and the following vendors, per the terms and conditions of PD 17-18.008, NRDA Artificial Reef Construction Phase II and the State of Florida Fish and Wildlife Commission, Grant Agreement No. 15153, which is incorporated into the Agreements (Funding: Fund 118, Gulf Restoration Fund, Cost Center 222004, Object Code 56301):

    A. Coastal Reef Builders, Inc., in the amount not to exceed $531,200; and

    B. David Marsh Walter D/B/A Walter Marine, in the amount not to exceed $1,733,996.62.

20. Approving the Assignment of Agreement for Veterinary Supplies between Escambia County, Florida, and Merritt Veterinary Supplies, Inc., to Butler Animal Health Holding Company, LLC, d/b/a Henry Schein Animal Health/ Butler Animal Health Supply, LLC, providing for an administrative change to PD 15-16.045, Shelter and Vet Clinic Supplies, assigning the rights and obligations of Merritt Veterinary Supplies, Inc., to Butler Animal Health Holding Company, LLC, d/b/a Henry Schein Animal Health/ Butler Animal Health Supply, LLC.

21. Taking the following action concerning invoice and draw schedule approval for the DLR Group, working as the Design Criteria Professional for the Design/Build of the Escambia County Correctional Facility (Funding Source: Fund 311, Series 2017 Project Fund; Cost Center 290408, County Jail Facility):

    A. Approving payment of Invoice Number 0140389 from the DLR Group, as per the terms of PD 13-14.082;

    B. Approving the draw schedule for the payment of Phase VI tasks, for a total of $925,100, per the terms of PD 13-14.082; and

    C. Approving payment of Phase VII in equal installments the final two months prior to completion of the facility.

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

2-25. Approval of Various Consent Agenda Items – Continued

22. Taking the following action concerning the Agreement for Equine Services between Escambia County, Florida, and Panhandle Equine Rescue, Inc. (Funding: Fund 001, General Fund, Cost Center 250207, Account 58201):

    A. Approving the Agreement; and

    B. Authorizing the County Administrator to sign the Agreement.

23. Taking the following action concerning the Memorandum of Agreement between Escambia County and The Humane Society of Pensacola, Florida, Inc. (Funding: Fund 001, General Fund, Cost Center 250205, Account 58201):

    A. Approving the Agreement, which provides the terms and conditions whereby the County agrees to contribute, for the County's current Fiscal Year 2017/2018, the sum of $25,000 to The Humane Society of Pensacola, Florida, Inc., to fund spay and neuter services; and

    B. Authorizing the Chairman to sign the Agreement.

24. Approving to extend the Agreement for Drug, Alcohol, and Nicotine Testing Services, PD 14-15.013, between Drug Free Workplaces, USA, LLC, and Escambia County, to authorize a one-year extension of the Contract (Funding: Fund 001, General Fund, Cost Center 150101, Object Code 53101).

25. Accepting, for information, the issuance of a Purchase Order, in excess of $50,000, to procure goods and services for emergency response for repairs to critical infrastructure, and for measures taken to protect the safety of affected areas; quotes and fabrication schedules have been requested from three different bridge manufacturers (Big R Bridge, ConTech, and US Bridge), to determine which 50' x 36' bridge will be most feasible and available for replacement (Funding: Fund 352, Local Option Sales Tax III, Cost Center 210107, Object Code 56301, Project #13EN2188).

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1. Change Order on PD 16-17.078

Motion made by Commissioner Robinson, seconded by Commissioner Barry, and carried unanimously, approving, and authorizing the County Administrator to execute, the following Change Order to Hewes and Company, LLC, in the amount of $1,470, on Contract PD 16-17.078, Re-bid Quietwater Beach Ferry Landing, Waterside (Funding Source: Fund 167, "Bob Sikes Toll Fund," Cost Center 140302, Object Code 56301):

Department:	Public Works
Division:	Engineering
Type:	Additive
Amount:	$1,470
Vendor:	Hewes and Company, LLC
Project Name:	Re-bid Quietwater Beach Ferry Landing, Waterside
Contract No.:	PD 16-17.078
Purchase Order #:	180948
Change Order (CO) #:	1
Original Contract Amount:	$1,392,590
Cumulative Amount of Change Orders through this CO:	$1,470
New Contract Total:	$1,394,060

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

18. Acceptance of a Drainage Easement

Motion made by Commissioner Underhill, seconded by Commissioner Robinson, and carried unanimously, taking the following action concerning the acceptance of a Drainage Easement (approximately 0.02 acres), from The District Board of Trustees of Pensacola State College, Florida, for property located at 5555 West Highway 98 (funds associated with the recording of this document are available in the Engineering Escrow Account):

A. Accepting the donation of a Drainage Easement (approximately 0.02 acres), located at 5555 West Highway 98, from The District Board of Trustees of Pensacola State College, Florida, for drainage improvements;

B. Authorizing 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. Authorizing the payment of incidental expenditures associated with the recording of the Drainage Easement document; and

D. Authorizing the Chairman or Vice Chairman to accept the Drainage Easement as of the day of delivery to the Chairman or Vice Chairman, and authorizing the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

For Information: Commissioner Robinson and Commissioner May disclosed that they serve on the Foundation Board of Pensacola State College.

Speaker(s):

Bernie Vanosdall

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION

1. 56 Elcino Circle

Motion made by Commissioner Barry, seconded by Commissioner Underhill, and carried unanimously, taking the following action concerning the authorization for Tax Deed bidding for 56 Elcino Circle (Funding Sources: Fund 352, Local Option Sales Tax III, Cost Center 210107, Object Code 56101; and Fund 181, Master Drainage Basin Fund 13, Cost Center 210731, Object Code 56101):

A. Authorizing the County Engineer, or designee, to be an authorized bidder for the March 5, 2018, Tax Deed sale for the purpose of acquiring 56 Elcino Circle; and

B. Approving a maximum bid in the amount of $20,000.

2. County Roadways

The Board took no action concerning the discussion item relating ways to address the issues of trash on County roadways [this issue was discussed at length during Agenda Work Session].

COUNTY ATTORNEY'S REPORT – Alison Rogers, County Attorney

I. FOR ACTION

1&2. Approval of Two For Action Items

Motion made by Commissioner Barry, seconded by Commissioner Robinson, and carried 4-0, with Commissioner Underhill temporarily out of Board Chambers, approving For Action Items 1 and 2, as follows:

1. Taking the following action concerning approval of settlement in the matter of Escambia County v. Robert Chapman Enterprises, Inc., Case No. 2011 CA 000345:

A. Approving a settlement of $90,000.00 to Robert Chapman Enterprises, Inc., in Case No. 2011 CA 000345, for payment of attorney's fees and costs, in exchange for the entry of a stipulated final judgment of dismissal with prejudice; and

(Continued on Page 35)

COUNTY ATTORNEY'S REPORT – Continued

I. FOR ACTION – Continued

1&2. Approval of Two For Action Items – Continued

1. Continued…

   B. Authorizing the entry of a stipulated order determining attorney's fees and costs, in the sum of $90,000.00, requiring payment to Robert Chapman Enterprises, Inc.

2. Approving to proceed with the acquisition of property located at 305 West Kingsfield Road for the West Kingsfield Road and County Road 297-A intersection improvement project, and accepting a Quitclaim Deed from the sellers.

II. FOR DISCUSSION

1. Adoption of a Resolution

Motion made by Commissioner Robinson, seconded by Commissioner May, and carried 3-2, with Commissioner Underhill and Commissioner Bergosh voting "no," adopting a Resolution [R2018-18] to state the preference and the will of the County to have children of this community treated as children when they break Florida Law.

Speaker(s):

Sheri Myers
Laura Merritt
Mya Goldman
Anne Williams
Daniel Rowe
Paula Montgomery
Franscine Mathis
William "Bill" Caplinger
Pat Crawford
Jerry McIntosh
James Arruda
Christina Acosta
Mary Collins

COUNTY ATTORNEY'S REPORT – Continued

II. FOR DISCUSSION – Continued

2. Adoption of a Resolution

Motion made by Commissioner Robinson, seconded by Commissioner Barry, and carried 4-0, with Commissioner Underhill temporarily out of Board Chambers, adopting a Resolution [R2018-19] supporting that the Legislature of the State of Florida maintain the Central Time Zone as currently designated within the State.

ITEMS ADDED TO THE AGENDA – COMMISSIONER GROVER C. ROBINSON, IV

1. Adoption of a Resolution

Motion made by Commissioner Robinson, seconded by Commissioner May, and carried 4-0, with Commissioner Underhill temporarily out of Board Chambers, adopting, and authorizing the Chairman to sign, the Resolution [R2018-20] stating the Board's opposition to Florida Senate Bill 1516 and Florida House Bill 575, as written.

ITEMS ADDED TO THE AGENDA – COMMISSIONER STEVEN L. BARRY

1. Letter of Support

Motion made by Commissioner Barry, seconded by Commissioner May, and carried 4-0, with Commissioner Underhill temporarily out of Board Chambers, authorizing the Chairman to sign a letter of support to the State of Florida Senator George Gainer reaffirming the Board's support for the Pine Forest Road 4-Laning Capacity Project.

ITEMS ADDED TO THE AGENDA – COMMISSIONER JEFFREY W. BERGOSH

1. Discretionary Funding for Refuge for Women Emerald Coast's Event

Motion made by Commissioner May, seconded by Commissioner Robinson, and carried 4-0, with Commissioner Underhill temporarily out of Board Chambers, approving the funding of $2,500 to the Refuge for Women Emerald Coast's event, "Hope Has A Name," [to be held] May 26, 2018, from Commissioner Jeff Bergosh's discretionary money (Funding: Fund 001, General Fund, Board of County Commissioners' Discretionary Money, Cost Center 110101, Object Code 58201).

ANNOUNCEMENTS – None.

ADJOURNMENT

There being no further business to come before the Board, Chairman Bergosh declared the Regular Meeting of the Board of County Commissioners adjourned at 7:57 p.m.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

ATTEST:

By:_____
Jeff Bergosh, Chairman

Pam Childers
Clerk of the Circuit Court & Comptroller

_____
Deputy Clerk

Approved: March 1, 2018

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13698 **Growth Management Report 9. 1.**
BCC Regular Meeting
Meeting Date: 03/01/2018
Issue: Review of Rezoning Cases Heard by the Planning Board on February 6, 2018
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Review of the Rezoning Cases Heard by the Planning Board on February 6, 2018

That the Board take the following action concerning the rezoning cases heard by the Planning Board on February 6, 2018:

A. Review and either adopt, modify, or overturn the Planning Board's recommendations for Rezoning Cases Z-2017-18 and Z-2017-19 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-2017-18**
Address:	733 E Johnson Avenue
Property Reference No.:	21-1S-30-2101-001-002
Property Size:	4.73 (+/-) acres
From:	MDR, Medium Density Residential district (10 du/acre)
To:	HDR, High Density Residential district (18 du/acre)
FLU Category:	MU-U, Mixed-Use Urban
Commissioner District:	3
Requested by:	Rhonda Autrey, Owner
Planning Board Recommendation:	Approval
Speakers:	Rhonda Autrey
2. Case No.:	**Z-2017-19**
Address:	283 Shadow Lawn Lane
Property Reference:	38-2S-30-1000-001-004
Property Size:	0.20 (+/-) acres

From:	MDR, Medium Density Residential district (10 du/acre)
To:	Com, Commercial district (25 du/acre)
FLU Category:	MU-U, Mixed-Use Urban
Commissioner District:	2
Requested by:	Tom Hammond, Agent for Jennifer Cobb, Team Player Properties, LLC, Owner
Planning Board Recommendation:	Approval
Speakers:	Tom Hammond, Edward Robinson

BACKGROUND:

The above cases were owner initiated and heard at the February 6, 2018, 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-2017-18
Z-2017-19

Z-2017-18

there any additions, deletions, or corrections to those meeting minutes?

(None.)

CHAIRMAN BRISKE: The Chair will entertain a motion to accept them as presented.

MR. FEARS: So moved.

MR. RUSHING: Second.

CHAIRMAN BRISKE: I have a motion and a second. All those in favor say aye.

(Board members collectively say aye.)

CHAIRMAN BRISKE: Opposed?

(None.)

CHAIRMAN BRISKE: The motion carries.

Welcome, Mr. Pyle. We have six members for a quorum.

At this time we will now open the public hearing for the rezoning case Z-2017 -- excuse me. I'm sorry. I was just looking at the new script that I have, and it does not have acceptance of the rezoning hearing package into evidence in it so let me find my old script and I can use that one.

Board members, you've previously been provided the rezoning hearing package for February 6, 2018 and the findings of fact. The

Chair will now entertain a motion to accept that rezoning hearing package with the findings of facts and the legal advertisement into evidence for both of today's cases. Do we have a motion?

MR. RUSHING: So moved.

MR. FEARS: Second.

CHAIRMAN BRISKE: A motion and a second. All those in favor say aye.

(Board members collectively say aye.)

CHAIRMAN BRISKE: Opposed?

(None.)

CHAIRMAN BRISKE: The motion carries. The rezoning hearing package with the findings of facts and the legal advertisement will be marked and included in all of today's cases.

At this time I will ask our court reporter to please swear in the members of staff that will be testifying today.

(The parties were sworn.)

CHAIRMAN BRISKE: Board members, do any of you have any questions regarding the qualifications of these staff members? They have previously been entered to offer expert testimony in the area of land use and planning.

(None.)

CHAIRMAN BRISKE: Hearing none, we will let the record reflect that the staff members will be experts in the area of land use and planning.

Our first case is Z-2017-18. The applicant is Rhonda Autrey, owner, 733 East Johnson Avenue, 4.73 plus/minus acres, from medium density residential district, 10 dwelling units an acre, to high density residential, 18 dwelling units per acre.

Does any member of the Board wish to disqualify himself or herself for personal or financial interest in this matter before us today, or does any Board member wish to report a significant ex parte or pre-hearing contact? I'll also ask if you have visited the subject property. Please also disclose if you are a relative or business associate of the applicant or the applicant's agent.

Good morning, Steve, we'll start with you.

MR. OPALENIK: Good morning. No to all.

MS. HIGHTOWER: No to all.

MR. PYLE: I say no, but this is not one

that I recused myself on. This is a different case altogether, isn't it? It looks like a familiar plat, but I'll say no to all.

CHAIRMAN BRISKE: If during the proceedings you find out there's a conflict, just let us know.

MR. PYLE: Mr. Chairman, no to all.

MR. FEARS: No to all.

MR. INGWELL: No to all.

MR. CLAY: No to all.

MR. RUSHING: No to all.

CHAIRMAN BRISKE: Thank you, Board members.

Does any member of the audience wish to challenge the right of any of these members to hear this matter?

(None.)

CHAIRMAN BRISKE: Is there any member in the audience who wishes to question the jurisdiction of this body to act on behalf of the County in this matter?

(None.)

CHAIRMAN BRISKE: Hearing none, we'll move forward.

Florida land use laws require that all

issues be raised if the issues are to be appealed. Failure to raise the issue at this hearing may invalidate their further appeal.

The order of the hearing is as follows: Introductory statement, factors to be considered, conduct of the hearing which will be swearing in members of staff and witnesses, development services department report, applicants' presentations, public testimony, applicants' rebuttal, and other agency reports. We will then close the hearing and the Board considers determinations.

At this hearing the Planning board is acting under its authority to hear and make recommendations to the Board of County Commissioners on rezoning applicants. These hearings are quasi-judicial in nature. Quasi-judicial hearings are like evidentiary hearings in a court of law, however they are less formal. All testimony will be given under oath. Anyone testifying before the Planning Board may be subject to cross-examination. All documents and exhibits that the Planning Board considers will be entered into evidence and made part of the record. Opinion testimony

will be limited to experts. Closing arguments will be limited to the evidence in the record.

Before making a decision the Planning Board will consider the relevant testimony, the exhibits entered into evidence, and the applicable laws. Each individual who wishes to speak must complete a speaker request form located at the back of the chambers. You will not be allowed to speak unless we have received one of these forms. Please note that only those individuals who are present and give testimony on the record before the Planning Board will be allowed to speak at the subsequent hearing before the Board of County Commissioners. No new evidence can be presented at the Board of County Commission meeting. Therefore, all testimony and evidence must be presented today.

Each individual will be allowed a uniform amount of time to address the Planning Board during the public forum and during the quasi-judicial hearings. The applicant and staff may be allowed additional time to address the Planning Board.

The Planning Board will provide a

recommendation for each rezoning request to the Board of County Commissioners which will review testimony, documents, and exhibits, consider all closing arguments and make a final decision. All decisions by the Board of County Commissioners are final.

Anyone who wishes to seek judicial review of a decision of the BCC must do so in a court of competent jurisdiction within 30 days that the BCC either approves or rejects the recommended order of the Planning Board.

All written or oral communications outside of this hearing with members of the Planning Board is considered ex parte communications. Ex parte communications are presumed prejudicial under Florida law and must be disclosed as provided in Board of County Commission resolution 96-13.

As each case is heard the Chair will ask that any board member who has been involved in any ex parte communication to please identify themselves and describe the communication.

The following are the factors made to consider a zoning determination. This is required by Section 2-7.2 of the Escambia

County Land Development Code. The Planning Board's recommendation to the BCC shall include consideration of the following five approval conditions.

"Approval conditions." The applicant has the burden of presenting competent substantial evidence to the Board establishing that the requested rezoning district would contribute to or result in a logical and orderly development pattern. The appropriateness of the surrounding area within which uses and conditions must be considered may vary with those uses and conditions and is not necessarily the same required for mailed notification. A logical or orderly pattern shall require demonstration of each of the following conditions:

"Consistent with Comprehensive Plan." The proposed rezoning is consistent with the future land use as prescribed in the LDC Chapter 3, and with all other applicable goals, objectives, and policies of the Comprehensive Plan. If the rezoning is required to properly enact a proposed FLU, Future Land Use, amendment map for a state agency review, the

proposed zoning is consistent with the proposed FLU and conditioned to its adoption.

"Consistent with zoning district provisions." The proposed zoning is consistent with the stated purpose and intent and with any other zoning establishment provisions prescribed by the proposed district in Chapter 3.

"Compatible with surroundings." All of the permitted uses of the proposed zoning, not just those anticipated by the rezoning, are compatible as defined in Chapter 6. The uses of any surrounding undeveloped land shall be considered the permitted uses of the applicable district. Compatibility is not considered with potential conditional uses or with any other nonconforming or unapproved uses. Also, in establishing the compatibility of a residential use, there is no additional burden to demonstrate the compatibility of specific residents or activities protected by fair housing laws.

Compatibility is defined in the Escambia County Land Development Code, Chapter 6, as a condition in which land uses, activities, or

conditions can coexist in relative proximity to each other in a stable fashion over time, such that no use, activity, or condition is unduly negatively impacted directly or indirectly by another use, activity, or condition.

"Appropriateness of spot zoning." Where the proposed zoning would establish or reinforce a condition of spot zoning as defined in Chapter 6, the isolated district would nevertheless be transitional in character between the adjoining districts, or the differences with those districts would be minor or sufficiently limited. The extent of these mitigating characteristics or conditions demonstrates an appropriate site specific balancing of interests between the isolated district and the adjoining lands.

Spot zoning is defined in Escambia County LDC -- it just says chapter, but it doesn't say which chapter. So we've got a typo on that. Spot zoning is zoning applied to a area of the land regardless of its size that is different from the zoning of all contiguous land. Such isolated or spot zoning is usually higher in its density or intensity than the use

of the adjoining zoning and may therefore extend privileges not generally extended to property similarly located in the area. Spot zoning is not by itself prohibited but due to its potentially adverse impacts on adjoining zoning it carries a higher burden of demonstration that if authorized it would contribute to or result in logical and orderly development.

"Appropriate with changed or changing conditions." If the land uses or development conditions within the area surrounding the property of the proposed rezoning have changed, the changes are to such a degree and character that it is in the public's interest to allow new uses, densities, or intensities in the area throughout the rezoning, and that the permitted uses of the proposed district are appropriate and not premature for the area or likely to create or contribute to sprawl.

If there are no objections, we will allow the staff to present the maps and photography for the finding on the first case.

Who is our applicant on the first case?

Do you have any objections to them

presenting the maps or photography?

MS. AUTREY: No.

CHAIRMAN BRISKE: Staff members, who is going to be presenting?

MS. CAIN: I am.

CHAIRMAN BRISKE: If you will state your name for the record, please.

MS. CAIN: Allyson Cain, urban planner, development services.

This is the zoning case, Z-2017-18, 733 East Johnson, requesting a rezoning from MDR, medium density residential, to HDR, high density residential.

This is the location map showing the location on Johnson Avenue. This is the 500-foot zoning showing the current MDR and surrounding MDR and HDMU zoning. This is the Future Land Use Map showing the future land use of mixed-use urban. This is the existing land use map. This is an aerial photo of the site on Johnson. It's in the CRA Ensley redevelopment. This is a public hearing sign that was posted on site. This is looking into the subject property. Their property actually is -- that's the driveway of the parcel that's

there on the right. This is looking south onto the subject property, across the street. And this is looking down the driveway of the subject property. This is looking into the subject property from the other side of the drive. This is looking east from the subject property along Johnson. This is looking across Johnson from the subject property. This is looking west from the subject property on Johnson Avenue. This is looking southwest to show another view from the neighbors adjoining on Johnson. This is looking east towards the neighbor's parcel from the driveway. And that's all the maps and photography.

CHAIRMAN BRISKE: Thank you. Board members, do you have any questions on the maps or photography?

MR. INGWELL: I have one issue. I think this case was on the agenda last month.

MS. CAIN: Yes.

MR. INGWELL: Ms. Blackwell provided a memo with respect to this case.

MS. CAIN: Last month it was a different request for zoning. The applicant had pulled it and requested a different zoning than was

originally --

MR. INGWELL: So this memo would not be entered as part of this?

MS. CAIN: I would say no, because that was the old zoning that doesn't apply now.

MR. INGWELL: I just wanted to make sure. That's all I have. I just wanted to verify that since the memo was presented last month.

CHAIRMAN BRISKE: I don't see Ms. Blackwell present here today. She would have to be here present because this is a new case in order to introduce that. Thank you.

Any other questions?

(None.)

CHAIRMAN BRISKE: Ms. Autrey, if you'll come forward, please.

We'll have our court reporter swear you in, and then please state your name and address for the record.

(At this time RHONDA AUTREY was sworn.)

MS. AUTREY: My name is Rhonda Autrey. 733 East Johnson Avenue is where I live.

CHAIRMAN BRISKE: Good morning. Thank

you.

MS. AUTREY: Good morning.

CHAIRMAN BRISKE: Ms. Autrey, have you received a copy of the staff's rezoning hearing package with the findings of fact?

MS. AUTREY: I have.

CHAIRMAN BRISKE: 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 Comprehensive Plan, and is not in conflict with any portion of the Land Development Code?

MS. AUTREY: I do. I have been learning a lot. I'm not sure how much I'm supposed to go over of this with you, but I did want to present the smaller picture. I know that you all are looking at the larger picture in the community. May I do that?

CHAIRMAN BRISKE: Yes.

MS. AUTREY: I have lived on Johnson Avenue for 19 years. So I wanted to let you know why at this time I have suddenly decided that we need to rezone.

When I bought the property in '99 --

we're from Indiana. So our thoughts are Hoosier thoughts. We think of our land and our zonings being from there. I did not do my due diligence. We had a realtor and told her what we wanted to do.

The basic idea was that we wanted to bring my parents down from Indiana once the winters got too cold, which they did in 2005, and have them live on that property with me. I'm the old maid school teacher in the family. My sister and her family wanted to move down as well. We were going to have them build on the property with me, and then together we would care for them.

When she moved down I suddenly became aware that I had not done my due diligence. With an MDR zoning you can only have one dwelling. It doesn't matter how large the land is. And then a half dwelling is what I call it, which is half the size of the original home which would have been under a thousand square feet and would not have been something that would have helped our family. So she moved elsewhere and kicked the can down the road for quite a while.

Here we are 19 years later. My dad just turned 80. He's starting to deteriorate. My mother is as well. And I need her. So that led me to make a huge decision, either move, which my father will not hear of -- and he shouldn't have to. He's developed the property. It doesn't show it in the pictures in the wintertime. Come spring, he's done some beautiful work there, and he wants to stay there. So I need her on the property. That's really the whole reason why I'd like to rezone.

I can't do it under the current zoning. If we go up to the next intensity, then I can. And that's about it.

It seems like from the findings and from what I have been reading that it is appropriate within the -- excuse me if I use the terms incorrectly. I feel like I maybe could get a college credit on urban development now. But the FLU map, it looks like we fit right in with that. There are no problems there. The findings as far as the zoning, the only thing that I noticed was it is an instance of spot zoning. However, as you noticed, there's MDR, and then if we were HDR, and then there is

HDMU. There is a consistency and a flow. It just not -- with everybody that is connected to our property, it would be different from them.

We did go around to all of our neighbors at Christmastime as we always do and talked with them, told them what we planned to do, gave them a letter along with their treat. We always give them a treat. We've been there since '99. We gave our phone number. We told them that we realized that what we did on our property affected them. So please give us a call if they had any questions or concerns. We had four people connect with us. One was a lady that asked if her property would be rezoned as a result. We assured her she would need to go and apply and do all of those things if she wanted hers different. Three others -- I don't know if they were just curious. We're all curious about each other. They called and wanted to know what was going on. We told them. And they said, good for you, go for it. I think there was one person though that contacted the zoning board and said they were concerned. You know, we've got a lot of development going on around our area. They

just put in the Pensacola Grand down Airway. So they were concerned that there were going to be high-rises put in which I don't blame them for being concerned about that. That would not be the case with this type of zoning.

So it appears that it is not a request that is out of the ordinary and it would certainly be a blessing to our family.

CHAIRMAN BRISKE: Okay. Board members, any questions of the applicant?

MR. PYLE: I believe some of the professional consultors could learn from your gifting and discussions with your neighbors, and I applaud you for that.

CHAIRMAN BRISKE: Absolutely.

We'll have presentation from the staff now about the findings of fact, and then we'll give you an opportunity to add more information or ask questions from there. So if you just want to have a seat in the front there, we will be right back with you.

MS. AUTREY: Thank you.

CHAIRMAN BRISKE: Allyson?

MS. CAIN: Again, Allyson Cain, urban planner. So as we go through the criteria from

the request from MDR to HDR, the first criteria is "Consistent with the Comprehensive Plan." The Comprehensive Plan with FLU is mixed-use urban, and this category does allow for a mix of residential as well as nonresidential uses. So the allowable uses are residential, retail services, and professional offices. So it would be consistent with the Comprehensive Plan.

Criterion b., consistent with the zoning provisions. The proposed amendment is consistent with the intent and purpose of the Land Development Code. The proposed HDR zoning allows for different forms of single-family, two-family, and multi-family dwellings. The rezoning to HDR would be suitable for this mixed-use urban area. It does already have central water and sewer and all the infrastructure using the existing roads. The district is appropriate for the transition between medium density and high density mixed-use which are the two surrounding zonings.

Criterion c., compatible with surroundings. The proposed amendment we figure

is compatible with the surrounding and existing uses. It was observed there were MDR and HDR zones in the area. There are single-family residential, there's a church, there's a school, and then a condominium. The request to HDR which is 18 dwelling units per acre would allow more density than MDR which is 10 dwelling units per acre, although still allowing residential development and you also restrict some of the commercial development.

Criterion d., appropriate if spot zoning. Where the proposed zoning would establish or reinforce a condition of spot zoning, the isolated district would nevertheless be transitional in character between the adjoining districts of MDR and HDR. The extent of these mitigating characteristics or conditions demonstrates an appropriate balance between the isolated districts. So it does seem to be consistent with the existing developments in the area. The applicant, as stated, is going to keep it residential in nature. The MDR only allows one single-family dwelling per lot. So, therefore, in order to have more than the one, she would have to go up

to this high-density residential.

Criterion e., appropriate with changed or changing conditions. The land uses or development conditions within the area surrounding the parcel have not changed to a degree that the proposed rezoning would be inappropriate. The proposed rezoning would make for compatible development in the area. Here again, staying within the residential uses as the contiguous and adjoining parcels.

That concludes staff findings.

CHAIRMAN BRISKE: Thank you. Board members, any questions of staff at this point?

(None.)

CHAIRMAN BRISKE: I don't have anyone who has signed up to speak on this. Is there anyone present that wishes to sign up and speak on this case?

(None.)

CHAIRMAN BRISKE: Hearing none we will close the public comment portion of the meeting.

Ms. Autrey, if you'll just come back forward. Is there anything else that you would like to add or ask questions of the staff or

anything like that for your case?

MS. AUTREY: No, I think that was everything. If I had another option, I would take it, but I'm kind of stuck.

CHAIRMAN BRISKE: Board members, discussion and consideration?

MR. PYLE: You pretty much implied it, but I take it y'all are looking to build another single-family home for your sister; is that correct?

MS. AUTREY: That's correct, yes.

MR. PYLE: I'll go ahead and make a motion for case Z-2017-18 in the affirmative to allow the change from MDR to HDR.

CHAIRMAN BRISKE: Thank you, Mr. Pyle. Do we have a second?

MR. INGWELL: Second.

CHAIRMAN BRISKE: Second by Mr. Ingwell. Any further discussion?

(None.)

CHAIRMAN BRISKE: All those in favor say aye.

(Board members collectively say aye.)

CHAIRMAN BRISKE: Opposed?

(None.)

CHAIRMAN BRISKE: The motion carries unanimously.

Good luck to you.

MS. AUTREY: Thank you.

CHAIRMAN BRISKE: Our next case -- first, I'll need to ask our members for case Z-2017-19. Tom Hammond is acting as the agent for Jennifer Cobb, Team Player Properties, LLC, owner, 283 Shadow Lawn Lane, .20 plus minus acres, from medium density residential, 10 dwelling units an acre, to commercial, 25 dwelling units per acre.

Members of the Board, do any of you wish to disqualify yourself for personal or financial interest in this matter? Do you have any significant ex parte or prehearing contacts? I'll also ask if you have visited the subject property, and disclose if you are a relative or business associate of the applicant or the applicant's agents.

Steve?

MR. OPALENIK: No to all.

MS. HIGHTOWER: No to all.

MR. PYLE: No to all.

CHAIRMAN BRISKE: Chairman, no to all.

Planning Board-Rezoning **7. A.**

Meeting Date: 02/06/2018
CASE : Z-2017-18
APPLICANT: Rhonda Autrey, Owner
ADDRESS: 733 E Johnson Avenue
PROPERTY REF. NO.: 21-1S-30-2101-001-002
FUTURE LAND USE: MU-U, Mixed-Use Urban
DISTRICT: 3
OVERLAY DISTRICT: N/A
BCC MEETING DATE: 03/01/2018

SUBMISSION DATA:
REQUESTED REZONING:

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

TO: HDR, High Density Residential district (18 du/acre)

RELEVANT AUTHORITY:

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

APPROVAL CONDITIONS

Criterion a., LDC Sec. 2-7.2(b)(4)
Consistent with Comprehensive Plan.
The proposed zoning is consistent with the future land use (FLU) category as prescribed in LDC Chapter 3, and with all other applicable goals, objectives, and policies of the Comprehensive Plan. If the rezoning is required to properly enact a proposed FLU map amendment transmitted for state agency review, the proposed zoning is consistent with the proposed

FLU and conditional to its adoption.

Comprehensive Plan (CPP) FLU 1.1.1 Development Consistency. New development and redevelopment in unincorporated Escambia County shall be consistent with the Escambia County Comprehensive Plan and the Future Land Use Map (FLUM).?
CPP FLU 1.3.1 Future Land Use Categories.? The Mixed-Use Urban (MU-U) Future Land Use (FLU) category is intended for an intense mix of residential and nonresidential uses while promoting compatible infill development and the separation of urban and suburban land uses within the category as a whole. Range of allowable uses include: Residential, Retail and Services, Professional Office, Light Industrial, Recreational Facilities, Public and Civic. The maximum residential density is 25 dwelling units per acre.

FINDINGS
The proposed amendment to HDR **is consistent** with the intent and purpose of Future Land Use category Mixed-Use Urban (MU-U) as stated in CPP FLU 1.3.1. Residential is allowed within the MU-U area. The request is consistent with the current FLU, not requiring a FLU change, and will not change the existing allowed uses within the Mixed-Use category.

Criterion b., LDC Sec. 2-7.2(b)(4)
Consistent with zoning district provisions.
The proposed zoning is consistent with the purpose and intent and with any other zoning establishment provisions prescribed by the proposed district in Chapter 3.

FINDINGS
The proposed amendment **is consistent** with the intent and purpose of the Land Development Code. The proposed zoning of HDR is a zoning that includes most forms of single-family, two-family and multi-family dwellings. Any non-residential uses are limited to those that are compatible with urban residential neighborhoods. As stated in LDC 3-2.8(f), "Rezoning to HDR may be established only within the Mixed-Use Suburban or Mixed-Use Urban future land use categories. The district is suitable for urban areas with central water and sewer and developed street networks. The district is appropriate to provide transitions between areas zoned or used for high density mixed use or commercial."

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

Compatible with surrounding uses.
All the permitted uses of the proposed zoning, not just those anticipated by the rezoning applicant, are compatible, as defined in Chapter 6, with the surrounding uses. The uses of any surrounding undeveloped land shall be considered the permitted uses of the applicable district. Compatibility is not considered with potential conditional uses or with any nonconforming or unapproved uses. Also, in establishing the compatibility of a residential use, there is no additional burden to demonstrate the compatibility of specific residents or activities protected by fair housing law.

FINDINGS
The proposed amendment **is compatible** with surrounding existing uses in the area. Within the 500' radius impact area, staff observed properties with zoning districts MDR and HDMU. In the area, there are single-family residential, a church, a school, and a condominium. The request to HDR will allow more density although still allowing residential development while restricting commercial developments.

Criterion d., LDC Sec. 2-7.2(b)(4)
Appropriate if spot zoning.
Where the proposed zoning would establish or reinforce a condition of spot zoning as defined in Chapter 6, the isolated district would nevertheless be transitional in character between the adjoining districts, or the differences with those districts would be minor or sufficiently limited. The extent of these mitigating characteristics or conditions demonstrates an appropriate site specific balancing of interests between the isolated district and adjoining lands. **As per LDC Chapter 6, Spot Zoning is:** *Zoning applied to an area of land, regardless of its size, that is different from the zoning of all contiguous land. Such isolated or "spot" zoning is usually higher in its density or intensity of use than the adjoining zoning and may, therefore, extend privileges not generally extended to property similarly located in the area. Spot zoning is not by itself prohibited, but due to its potentially adverse impacts on adjoining zoning it carries a higher burden of demonstration that, if authorized, it will contribute to or result in logical and orderly development.*

FINDINGS
The isolated district would nevertheless be transitional in character between the adjoining districts, or the differences with those districts would be minor or sufficiently limited. The parcel currently has a single-family home and the proposed request allows for a range of residential developments from single-family to multi-family dwellings. This appears to be consistent with

the existing development pattern in the area. It will still remain residential and will contribute to or result in logical and orderly development.

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

Appropriate with changed or changing conditions.

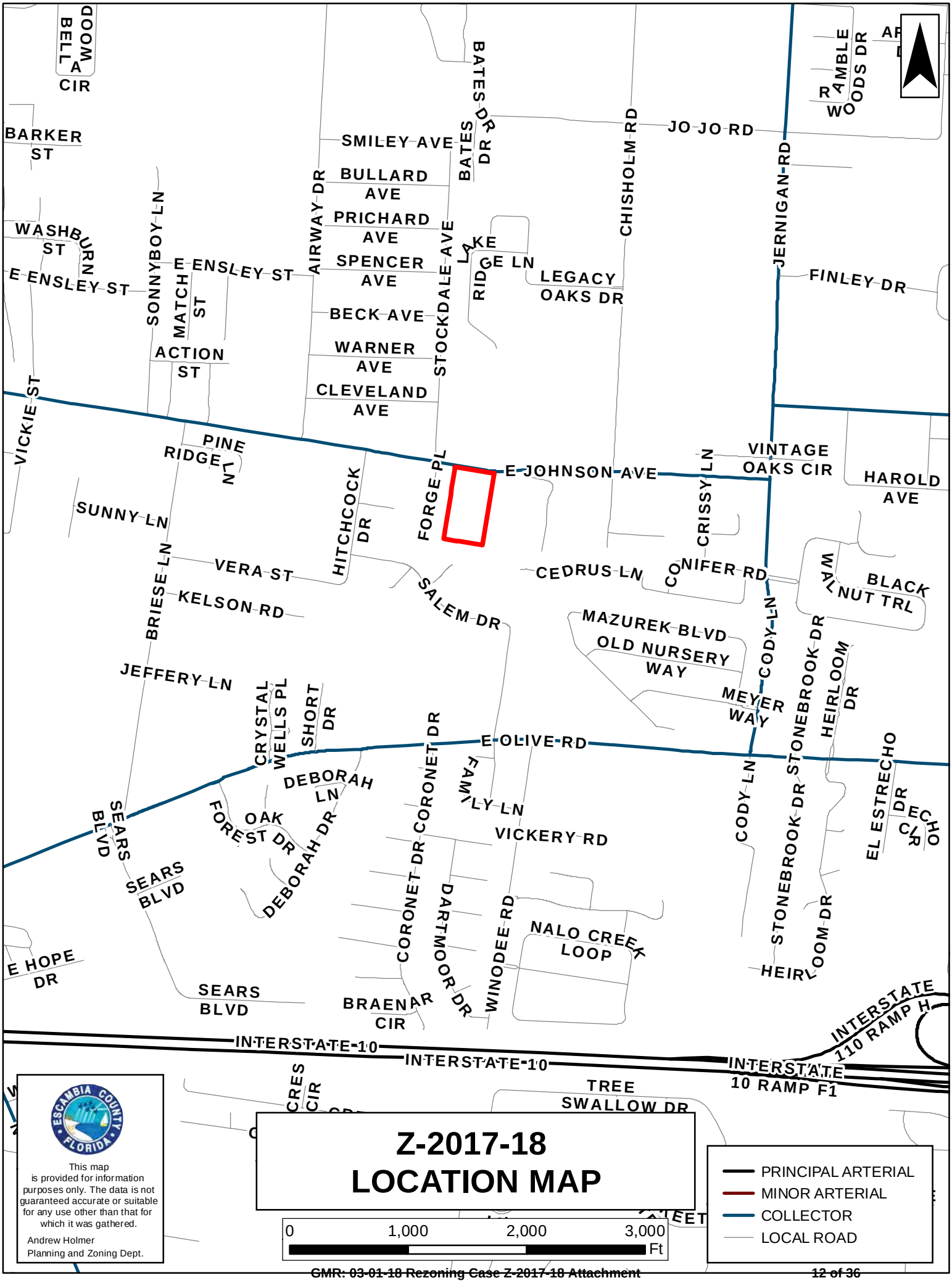
If the land uses or development conditions within the area surrounding the property of rezoning have changed, the changes are to such a degree and character that it is in the public interest to allow new uses, density, or intensity in the area through rezoning; and the permitted uses of the proposed district are appropriate and not premature for the area or likely to create or contribute to sprawl.

FINDINGS

The land uses or development conditions within the area surrounding the property of rezoning have not changed to such a degree that the proposed rezoning would be inappropriate. The proposed zoning will make for compatible development in the area.

Attachments

Working Case File



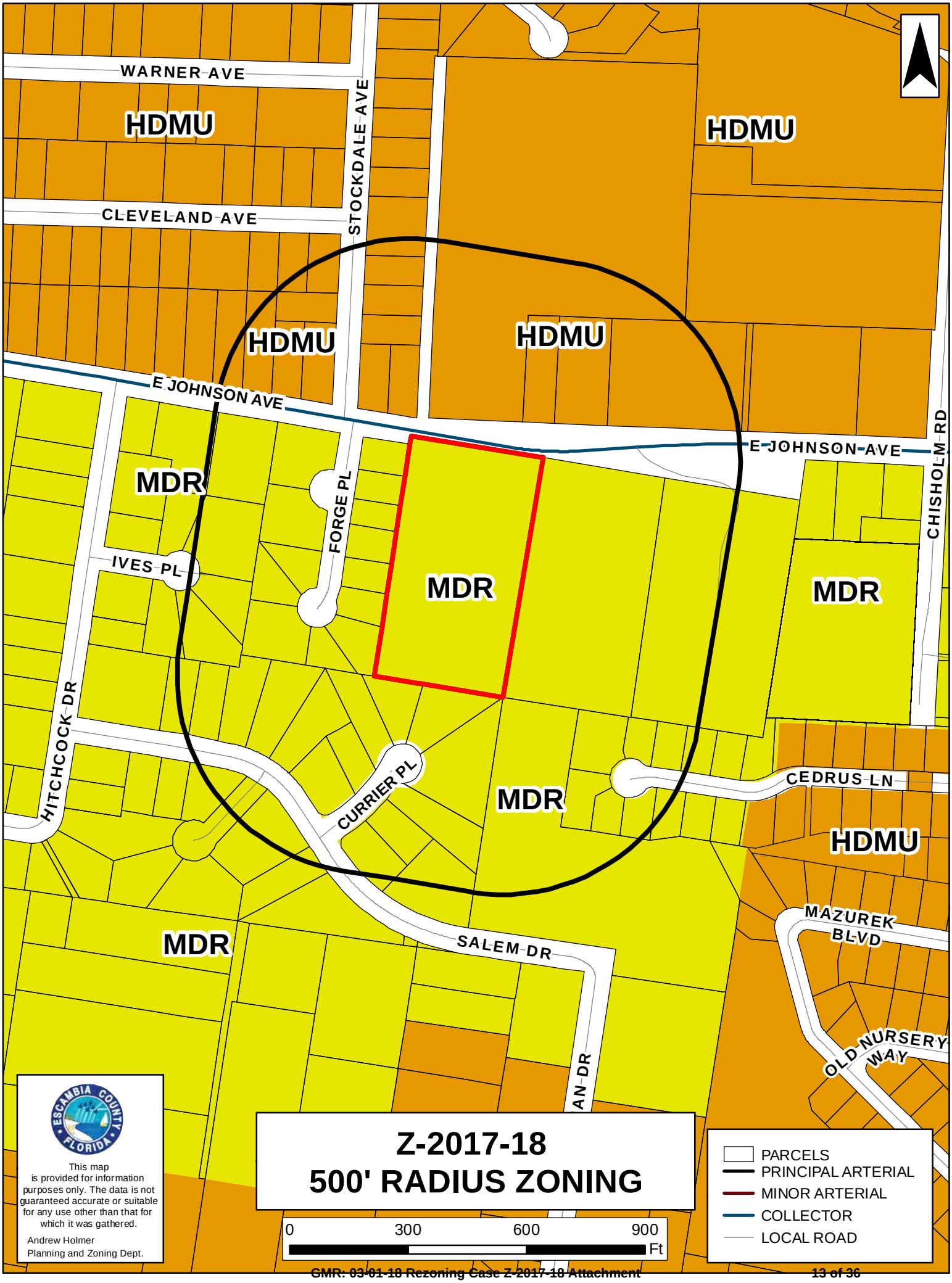
Z-2017-18
LOCATION MAP

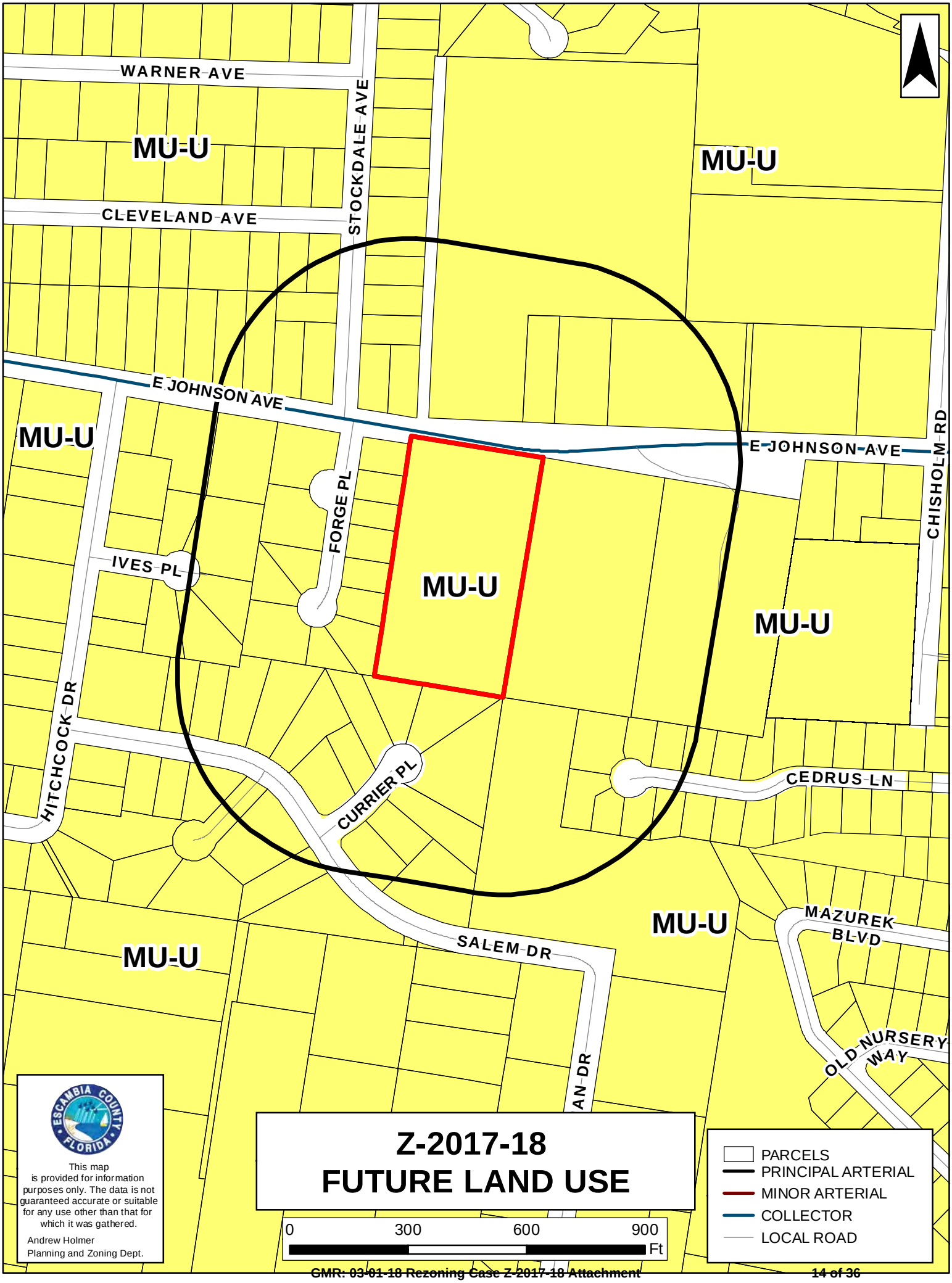
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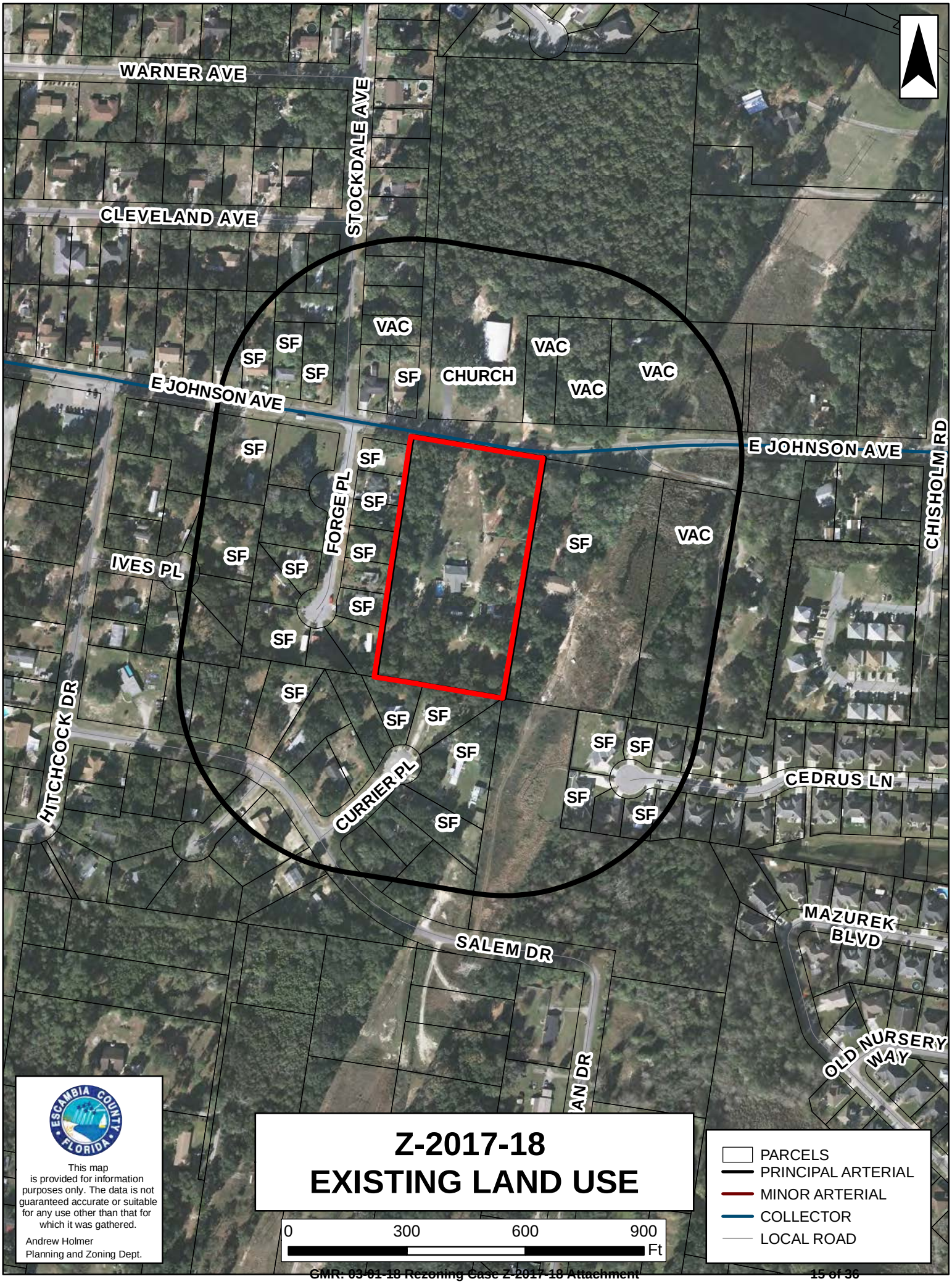
Andrew Holmer
Planning and Zoning Dept.

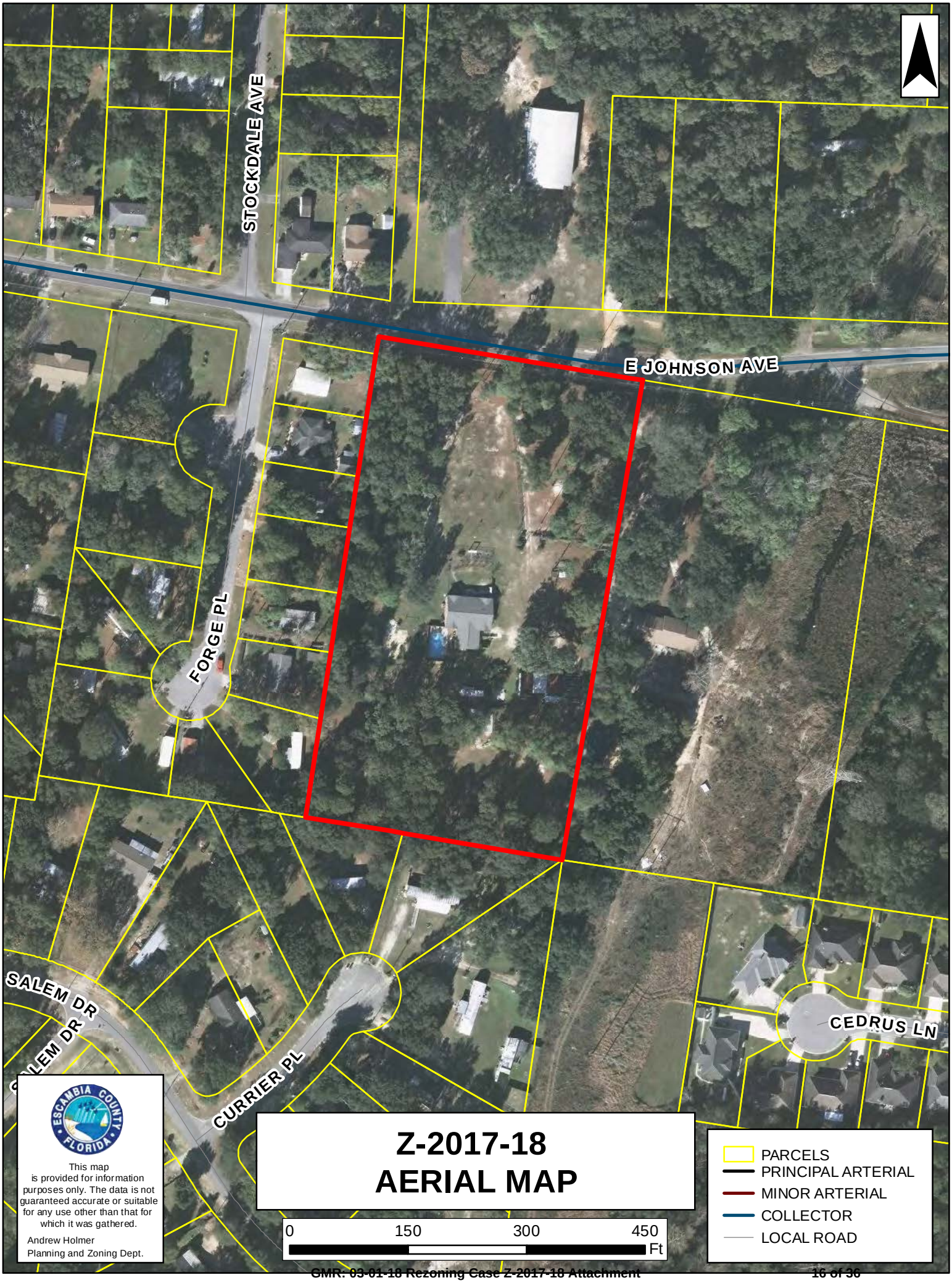
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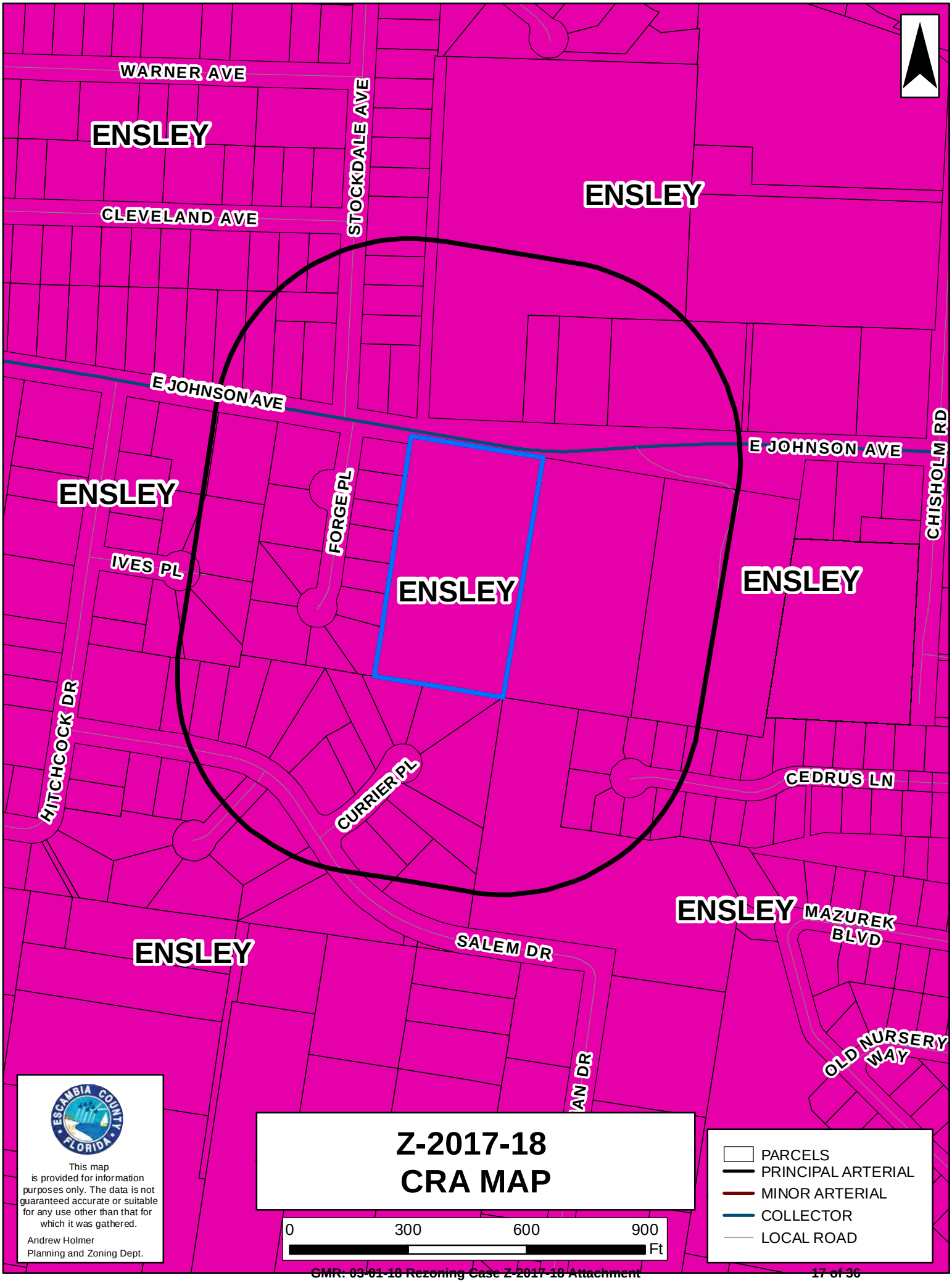
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD


WARNER AVE
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CLEVELAND AVE
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E JOHNSON AVE
CHISHOLM RD
FORGE PL
IVES PL
MDR
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HITCHCOCK DR
CURRIER PL
CEDRUS LN
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MAZUREK BLVD
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SALEM DR
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ESCAMBIA COUNTY FLORIDA
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Andrew Holmer
Planning and Zoning Dept.
Z-2017-18
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COLLECTOR
LOCAL ROAD


WARNER AVE
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IVES PL
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CURRIER PL
CEDRUS LN
SALEM DR
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Andrew Holmer
Planning and Zoning Dept.


WARNER AVE
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ESCAMBIA COUNTY FLORIDA
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Andrew Holmer
Planning and Zoning Dept.


STOCKDALE AVE
E JOHNSON AVE
FORGE PL
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SALEM DR
CURRIER PL
CEDRUS LN
Z-2017-18
AERIAL MAP
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LOCAL ROAD
ESCAMBIA COUNTY FLORIDA
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Andrew Holmer
Planning and Zoning Dept.


WARNER AVE
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CHISHOLM RD
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HITCHCOCK DR
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OLD NURSERY WAY
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Andrew Holmer
Planning and Zoning Dept.
Z-2017-18
CRA MAP
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PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD



Public Hearing Sign



Looking into subject property



Looking south at subject property



Looking down driveway of subject property



Looking into subject property



Looking east from subject property



Looking across Johnson Ave. from subject property



Looking west from subject property



Looking southwest at neighbors from across Johnson Ave



Looking east toward neighboring parcel from subject driveway

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-2017-18 Accepted by: ACain PB Meeting: 2/6/19

1. **Contact Information:**
   - **A. Property Owner/Applicant:** Rhonda Autrey
     Mailing Address: 733 E Johnson Ave. Pcola, FL 32514
     Business Phone: _____ Cell: 251.362.4672
     Email: rhondaautrey@msn.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: 733 E. Johnson Ave Pcola, FL 32514
     Parcel ID (s): 21-1S-30-2101-001-002
   - **B.** Total acreage of the subject property: 4.38
   - **C.** Existing Zoning: MDR
     Proposed Zoning: HDR ; explain why necessary and/or appropriate
     MDR does not permit the owner to add up to 4 additional dwellings.
     FLU Category: MU-U

D. Is the subject property developed (if yes, explain): Property has a single family dwelling, outside buildings

E. Sanitary Sewer: _____ Septic: ✓

3. **Amendment Request**

Approval conditions. The applicant has the burden of presenting competent substantial evidence to the reviewing board establishing that the requested zoning district would contribute to or result in a logical and orderly development pattern. The appropriate surrounding area within which uses and conditions must be considered may vary with those uses and conditions and is not necessarily the same area required for mailed notification. A logical and orderly pattern shall require demonstration of each of the following conditions:

Please address *ALL* the following approval conditions for your rezoning request. (use supplement sheets as needed)

a. **Consistent with Comprehensive Plan.** The proposed zoning is consistent with the future land use (FLU) category as prescribed in LDC Chapter 3, and with all other applicable goals, objectives, and policies of the Comprehensive Plan. If the rezoning is required to properly enact a proposed FLU map amendment transmitted for state agency review, the proposed zoning is consistent with the proposed FLU and conditional to its adoption.

Mixed Use Urban – HDR is not in conflict with mu-u in intent, allowable uses, density or intensity. Chart on LDC3:7 confirms there is no conflict between HDR + mu-u

b. **Consistent with zoning district provisions.** The proposed zoning is consistent with the purpose and intent and with any other zoning establishment provisions prescribed by the proposed district in Chapter 3

all neighboring properties are MDR. Bumping from MDR to HDR preserves the balance + allows neighbors to protect their investments. At the same time the slightly more intense zone allows the owners at 733 to develop their land and help their family.

c. **Compatible with surroundings.** All of the permitted uses of the proposed zoning, not just those anticipated by the rezoning applicant, are compatible, as defined in Chapter 6, with the surrounding uses. The uses of any surrounding undeveloped land shall be considered the permitted uses of the applicable district. Compatibility is not considered with potential conditional uses or with any nonconforming or unapproved uses. Also, in establishing the compatibility of a residential use, there is no additional burden to demonstrate the compatibility of specific residents or activities protected by fair housing law.

- Stays "non commercial" residential
Moving from medium to high density residential keeps the property in the "residential" category. More dwellings per Acre is the ~~only~~ main adjustment the zoning would change.

d. **Appropriate if spot zoning.** Where the proposed zoning would establish or reinforce a condition of spot zoning as defined in Chapter 6, the isolated district would nevertheless be transitional in character between the adjoining districts, or the differences with those districts would be minor or sufficiently limited. The extent of these mitigating characteristics or conditions demonstrates an appropriate site-specific balancing of interests between the isolated district and adjoining lands.

As per LDC Chapter 6, Spot Zoning is: *Zoning applied to an area of land, regardless of its size, that is different from the zoning of all contiguous land. Such isolated or "spot" zoning is usually higher in its density or intensity of use than the adjoining zoning and may, therefore, extend privileges not generally extended to property similarly located in the area. Spot zoning is not by itself prohibited, but due to its potentially adverse impacts on adjoining zoning it carries a higher burden of demonstration that, if authorized, it will contribute to or result in logical and orderly development*

All adjoining properties are MDR.
MDR to HDR would be a natural transition as the zoning continues to be residential.

e. **Appropriate with changed or changing conditions.** If the land uses or development conditions within the area surrounding the property of rezoning have changed, the changes are to such a degree and character that it is in the public interest to allow new uses, density, or intensity in the area through rezoning; and the permitted uses of the proposed district are appropriate and not premature for the area or likely to create or contribute to sprawl.

Housing is booming in & around our parcel
HDR is appropriate in the conditions
Accdg to LDC 3:40 Sec. 3-2.8 (f) rezoning to HDR is appropriate to provide transitions between MDR & HDMU

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): 211S302101001002

Property Address: 733 E Johnson Ave. Pensacola, FL 32514

I/We acknowledge and agree that no future development for which concurrency of required facilities and services must be certified shall be approved for the subject parcel(s) without the issuance of a certificate of concurrency for the development based on the actual densities and intensities proposed in the future development's permit application.

I/We also acknowledge and agree that approval of a zoning district amendment (rezoning) or Future Land Use Map amendment does not certify, vest, or otherwise guarantee that concurrency of required facilities and services is, or will be, available for any future development of the subject parcels.

I/We further acknowledge and agree that no development for which concurrency must be certified shall be approved unless at least one of the following minimum conditions of the Comprehensive Plan will be met for each facility and service of the County's concurrency management system prior to development approval:

a. The necessary facilities or services are in place at the time a development permit is issued.

b. A development permit is issued subject to the condition that the necessary facilities and services will be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.

c. For parks and recreation facilities and roads, the necessary facilities are under construction at the time the development permit is issued.

d. For parks and recreation facilities, the necessary facilities are the subject of a binding executed contract for the construction of the facilities at the time the development permit is issued and the agreement requires that facility construction must commence within one year of the issuance of the development permit.

e. The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.3220, F.S., or as amended, or an agreement or development order issued pursuant to Chapter 380, F.S., or as amended. For wastewater, solid waste, potable water, and stormwater facilities, any such agreement will guarantee the necessary facilities and services to be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.

f. For roads, the necessary facilities needed to serve the development are included in the first three years of the applicable Five-Year Florida Department of Transportation (FDOT) Work Program or are in place or under actual construction no more than three years after the issuance of a County development order or permit.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 9 DAY OF November, YEAR OF 2017.

Rhonda Autrey — Signature of Property Owner

Rhonda Autrey — Printed Name of Property Owner

11.9.17 — Date

Signature of Property Owner

Printed Name of Property Owner

Date

5. Submittal Requirements

A. ✓ Completed application: All applicable areas of the application shall be filled in and submitted to the Planning and Zoning Department, 3363 West Park Place, Pensacola, FL 32505.

B. ✓ Application Fees: To view fees visit the website: http://myescambia.com/business/ds/planning-board or contact us at 595-3547

Note: Application fees include a $5 technical fee. Cost of the public notice mailing is to be borne by the applicant. Payments must be submitted prior to 3 pm of the closing date of acceptance of application. Please make checks payable to Escambia County. MasterCard and Visa are also accepted (a 3% fee will be added for credit card payments).

C. ✓ Legal Proof of Ownership (ex: copy of Tax Notice or Warranty Deed) **AND** a Certified Boundary Survey (Include Corporation/LLC documentation if applicable.)

D. _____ Compatibility Analysis (if applicable): If the subject property does not meet the roadway requirements of Locational Criteria, a compatibility analysis prepared by the applicant is required to provide substantial evidence of unique circumstances regarding the parcel or use that were not anticipated by the alternative criteria. (See "Documented Compatibility" within the request zoning district of the LDC.)

E. _____ Signed and Notarized Affidavit of Owner/Limited Power of Attorney AND Concurrency Determination Acknowledgement (pages 4 and 5).

By my signature, I hereby certify that:

1) I am duly qualified as owner(s) or authorized agent to make such application, this application is of my own choosing, and staff has explained all procedures relating to this request; and

2) All information given is accurate to the best of my knowledge and belief, and I understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application; and

3) I understand that there are no guarantees as to the outcome of this request, and that the application fee is non-refundable; and

4) I authorize County staff to enter upon the property referenced herein at any reasonable time for purposes of site inspection and authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County staff; and

5) I am aware that Public Hearing notices (legal ad and/or postcards) for the request shall be provided by the Development Services Bureau.

Signature of Owner/Agent	Printed Name Owner/Agent	Date
Rhonda Autrey	Rhonda Autrey	1.9.18
Signature of Owner	Printed Name of Owner	Date

STATE OF Florida COUNTY OF Escambia The foregoing instrument was acknowledged before me this 9th day of January 2018, by Rhonda Autrey.

Personally Known ☐ OR Produced Identification☐. Type of Identification Produced:_____

Signature of Notary	Printed Name of Notary
Margaret A Cain	Margaret A. Cain

MARGARET A. CAIN
Commission# GG 154529
Expires November 11, 2021
Bonded Thru Troy Fain Insurance 800-385-7019

Scott Lunsford, CFC • Escambia County Tax Collector

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2017 Real Estate Property Taxes

Notice of Ad Valorem and Non-Ad Valorem Assessments

SCAN TO PAY ONLINE

ACCOUNT NUMBER	MILLAGE CODE	ESCROW CODE	PROPERTY REFERENCE NUMBER
02-3575-500	06	CL-0011088	211S302101001002

PROPERTY ADDRESS:
733 E JOHNSON AVE

EXEMPTIONS:
HOMESTEAD EXEMPTION

1Sdup - 022595 / 013434 JMS8784
AUTREY RHONDA K
733 E JOHNSON AVE
PENSACOLA FL 32514-3904

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE AMOUNT	TAXES LEVIED
COUNTY	6.6165	165,187	50,000	115,187	762.13
PUBLIC SCHOOLS					
By Local Board	2.2480	165,187	25,000	140,187	315.14
By State Law	4.3830	165,187	25,000	140,187	614.44
WATER MANAGEMENT	0.0353	165,187	50,000	115,187	4.07
SHERIFF	0.6850	165,187	50,000	115,187	78.90
M.S.T.U. LIBRARY	0.3590	165,187	50,000	115,187	41.35

Do Not Pay. Your mortgage company has requested your bill.

TOTAL MILLAGE 14.3268 **AD VALOREM TAXES** 1816.03

LEGAL DESCRIPTION

E 330 FT OF LT 2 LESS OR 115 P
355 S/D E OF RR PLAT DB 2 P 90
OR 4389 P 1824

NON-AD VALOREM ASSESSMENTS

TAXING AUTHORITY	RATE	AMOUNT
FIRE PROTECTION		125.33

FOR QUESTIONS ON THIS SECTION ONLY, CALL (850) 595-4960

NON-AD VALOREM ASSESSMENTS 125.33

Pay online at EscambiaTaxCollector.com
Payments must be in U.S. funds drawn from a U.S. bank

COMBINED TAXES AND ASSESSMENTS 1941.36

AMOUNT DUE IF PAID BY	NOV 30, 2017	DEC 31, 2017	JAN 31, 2018	FEB 28, 2018	MAR 31, 2018
	$ 1863.71	$ 1883.12	$ 1902.53	$ 1921.95	$ 1941.36

RETAIN FOR YOUR RECORDS

DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

2017 Real Estate Property Taxes

ACCOUNT NUMBER
02-3575-500

PROPERTY ADDRESS
733 E JOHNSON AVE

AUTREY RHONDA K
733 E JOHNSON AVE
PENSACOLA FL 32514-3904

Make checks payable to:
Scott Lunsford, CFC
Escambia County Tax Collector
P.O. BOX 1312
PENSACOLA, FL 32591

Payments in U.S. funds from a U.S. bank

PAY ONLY ONE AMOUNT

AMOUNT IF PAID BY NOV 30, 2017 $ 1863.71
AMOUNT IF PAID BY DEC 31, 2017 $ 1883.12
AMOUNT IF PAID BY JAN 31, 2018 $ 1902.53
AMOUNT IF PAID BY FEB 28, 2018 $ 1921.95
AMOUNT IF PAID BY MAR 31, 2018 $ 1941.36

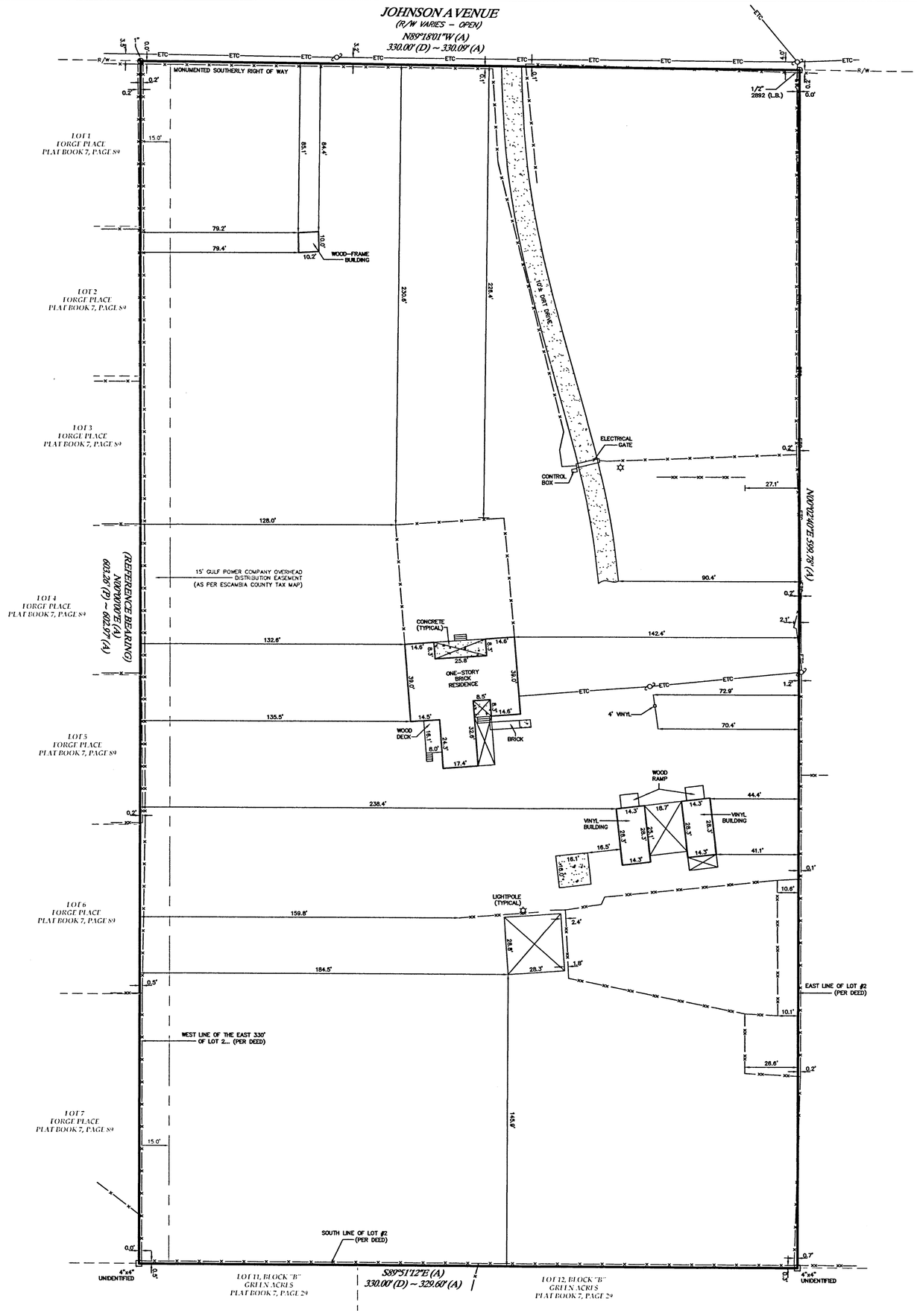
DO NOT FOLD, STAPLE, OR MUTILATE

1 023575500 2017 7

BOUNDARY SURVEY

A Portion Of Section 21, Township 1 South, Range 30 West,
County Of Escambia, State Of Florida





LAND DESCRIPTION:
The East 330 feet of Lot 2, Section 21, Township 1 South, Range 30 West, East of the L & N Railroad, Escambia County, Florida, less and except that portion of the subject property conveyed in Official Records Book 113 at Page 335 of the Public Records of Escambia County, Florida.

NOTES:
Source of Information: Recorded Plat. Description as furnished by client. There may be additional restrictions, easements and/or right-of-ways that were not furnished to this firm that may be found in the public records of said County. Footings, foundations or any other subsurface structures not located. No title work performed by this firm. This survey does not reflect or determine ownership. Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties. Fences are exaggerated for clarity.

This drawing reflects only those building setback lines that are noted and/or appear on the recorded plat.

Address: 733 East Johnson Avenue

The address shown hereon is based on information furnished by the client and/or their agents. Said address has not been verified with the U.S. Postal Service. Any certifications shown hereon do not apply or cover the said address.
Basis of Bearings: Assuming N00°00'00"E along the Westerly lot line of subject property.

CERTIFIED TO MEET MINIMUM TECHNICAL STANDARDS TO:
Rhonda Autrey
Quicken Loans, Inc.
Title Source, Inc.
Chicago Title Insurance Company

NOTICE: THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS IN CHAPTER 5J-17.050, 5J-17.051 AND 5J-17.052, PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

Alvin R. Walker II, P.S.M. No 5948
State of Florida

LEGEND:

⊡ - 4"x 4" (P.R.M.) Permanent Reference Monument Found ■- 4" X 4" Concrete Monument Found ⊕ - Capped Iron Rod Found
⊙ - (P.C.P.) Permanent Control Point Found ▲- Nail & disk Found ● - 1/2" Capped Iron Rod L.S. #5948 Set Ø- Utility Pole
—X— Chain Link Fence —XX— Wire Fence —O— Wood Fence R/W - Right of Way B.S.L. - Building Setback Line CONC. - Concrete
P.O.C. - Point of Commencement P.O.B. - Point of Beginning P.C. - Point of Curvature P.T.- Point of Tangency P.I. - Point of Intersection
R - Radius Δ - Delta L - Length of Arc C- Chord CB - Chord Bearing T- Tangent (P) - Plat (D) - Description or Deed (A)- Actual
⊠ - Indicates Covered ⊕ - Benchmark ✪ - Set Hub & Tack N.R.- Non-Radial N.T.S.- Not to Scale C.M.- Concrete Monument
◑ - Iron Rod Unnumbered Found ◉ - Iron Pipe Unnumbered Found --E-T-C-- Aerial Electric, Telephone, Cable Lines
P.R.C. - Point of Reverse Curvature P.C.C. - Point of Compound Curvature (TYP) - Typical L.B. - Licensed Business L.S.- Licensed Surveyor

ALVIN R. WALKER
LAND SURVEYING
1108 KATHLEEN AVENUE CANTONMENT, FL 32533
TELEPHONE NO. (850) 968-0300
FAX NO. (850) 968-0301

JOB NO. 12-01-059 SCALE: 1"=40'
CAD FILE: 1201059
REQUESTED BY: MILES AUTREY
DATE OF SURVEY: 01/24/12
FIELD BOOK: 76 PAGE: 5-7
ENCROACHMENTS: AS SHOWN
REVISIONS:
DRAWN BY: BTC

1
SHEET 1 OF 1
FILE NO. E-428

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

INTEROFFICE MEMORANDUM

TO: **Andrew Holmer, Division Manager**
Development Services Department

FROM: **David Forte, Division Manager**
Transportation & Traffic Operations Division

DATE: **January 2, 2018**

RE: **Transportation & Traffic Operations (TTO) Comments – Z-2017-18**

TTO Staff has reviewed the Rezoning Case (Z)-2017-18, 733 E. Johnson Avenue, agenda item for the Planning Board meeting scheduled for January 9, 2018. Please see the below comments.

Currently, there are no Roadway Improvement Projects programmed in the County's Capital Improvement Program within the vicinity of the subject parcel.

Per the Florida-Alabama TPO's Congestion Management Process Plan, Johnson Ave. from US29 to Cody Lane is currently functioning within its allowable capacity for traffic volumes. The maximum level-of-service (LOS) for the roadway segment is LOS D (14,800 trips/day), and as of Year 2016 the roadway segment was functioning at a LOS D (7,600 trips/day) and is expected to remain at a LOS D by Year 2026 (9,264 trips/day).

TTO's review is solely based off the application submittal packet, so the comments above hold no bearing on any future TTO comments during the Development Review process.

cc: Horace Jones, Development Services Department Director
Joy 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: February 6, 2018

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2017-18

✓ In Favor _____ Against

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

*Name: Rhonda Autrey

*Address: 733 E Johnson Ave. *City, State, Zip: Pcola FL 32514

Email Address: rhondaautrey@msn.com Phone: 251.362.4672

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.

Z-2017-19

MR. FEARS: No to all.
MR. INGWELL: No to all.
MR. CLAYTON: No to all.
MR. RUSHING: No to all.
CHAIRMAN BRISKE: Thank you. They've got me all out of whack. They gave me a new script here, and it's not lining up with the way I'm used to things running. I guess I'm a creature of habit here.
We'll first start with -- Mr. Hammond, do you have any objections to the pictures and aerial photography or maps?
MR. HAMMOND: No.
CHAIRMAN BRISKE: Go ahead. Who will be presenting?
MR. FISHER: John Fisher, senior planner.
CHAIRMAN BRISKE: All right. Thank you.
MR. FISHER: Again, rezoning case Z-2017-19 from medium density residential to commercial district.
This is the locational map. This is the 500-foot zoning map off of Navy Boulevard and Shadow Lawn. This is the Future Land Use map of mixed-use urban. This is the existing land

use map. This is the aerial map. This is the CRA map showing it is in the Warrington overlay. This is a public hearing sign located on the property. This is looking east along Shadow Lawn Lane. This is looking southeast at the subject property. This is looking southwest at the subject property. This is looking west along Shadow Lawn Lane. This is looking north from the subject property. This is looking east from Ehrmann Street at the subject property itself. This is looking east from Ehrmann Street as well. You can see the subject property in yellow there up to the left. This is from the corner of Navy Boulevard and Ehrmann Street. This is looking east along Navy Boulevard.
CHAIRMAN BRISKE: Board members, any questions of staff on the pictures or maps?
(None.)
CHAIRMAN BRISKE: Mr. Hammond, if you will come forward, please.
Good morning, sir. If you will please be sworn in, and then state your name and address for the record.
(At this time TOM HAMMOND

was sworn.)
MR. HAMMOND: Tom Hammond, Hammond Engineering, 3802 North "S" Street.
CHAIRMAN BRISKE: Tom, have you received a copy of the staff's rezoning hearing package and the findings of fact?
MR. HAMMOND: Yes, sir.
CHAIRMAN BRISKE: And do you understand that you have the burden of providing substantial competent evidence that the proposed rezoning is consistent with the Comprehensive Plan, furthers the goals, objectives, and policies of that plan and is not in conflict with any portion of the Land Development Code?
MR. HAMMOND: Yes, sir, I do.
CHAIRMAN BRISKE: All right. Thank you, sir. Please proceed.
MR. HAMMOND: I'm here on behalf of my client who owns the building. The building was there prior to zoning. It's always been commercial use. It's never -- I've got a Phase I -- I mean, it's been in commercial use since sometime in the '70s prior to zoning. And I think when they did zoning they put R-2 over

it, and then the new zoning is MDR.
She just wants to bring it into compliance. That's the whole issue. It's nonconforming.
So I met with staff a couple of times. The biggest issue is going to be compatibility and locational criteria from my meetings with them. So I would like to address the criteria.
CHAIRMAN BRISKE: Okay.
MR. HAMMOND: It's a parcel located in mixed-use urban and Future Land Use district which allows for commercial and residential uses. So the proposed rezoning is consistent with the comp plan.
Consistent with zoning district provisions. The parcel is currently zoned MDR. The proposed rezoning of subject parcel commercial meets the LDC, Article 1, Section 3-1.3(h). "Commercial developments in the commercial zoning district are required to meet locational criteria. The parcel is not located along an arterial roadway, therefore documented compatibility is established as follows." This is all in here. You have to do a compatibility analysis and there has to be a

couple of conditions. Condition a) is the parcel has not rezoned by the landowner prior, and 2) the parcel is within the county redevelopment district. So we meet both of those conditions.

The documented compatibility is as follows: The parcel to be rezoned has frontage along Ehrmann Street and Shadow Lawn Lane. Both roads are local roads; however, there are other existing commercial developments that have frontage and improved driveway access to Shadow Lawn Lane within the same block. There are several more south on Shadow Lawn -- east of Chaseville along Shadow Lawn Lane. I have a little graphic there. You can see the ones I called out. Those are ones just west that are closer to this piece of property. For the most part, these accesses are secondary in nature for these other businesses that are accessing Shadow Lawn Lane because they also have frontage on Navy Boulevard, but this parcel doesn't have that luxury. However, it's been commercial from the day it was ever built.

According to the Escambia County Property Appraiser's Office the subject

property was developed as a commercial building in '75, prior to county zoning or adopting zoning regulations.

The existence of other commercial development with access to Shadow Lawn Lane and the condition of the parcel being commercial use prior to zoning provide substantial evidence that unique circumstances that indicate subject parcel and the proposed rezoning will be able to achieve long-term compatibility with existing and potential uses of the surrounding parcels. And then there's my graphic.

So, I say according to the Land Development Code we meet locational criteria by providing this analysis.

C., compatibility with surroundings. Well, I just kind of went through the analysis of what's around it and how we're compatible. This parcel is within 500 feet of 22 residential use parcels, 16 commercial light and industrial use parcels, 24 MDR zoned parcels, one HDMU zoned parcel, 8 HC/LI zoned parcels, and 5 commercial zoned parcels.

So I would say that the use that's there

now and any use that could be there under the commercial zoning district is compatible with the area.

The only real thing it's not compatible with is there is a single-family residence sitting right next door to it on our side of the street. I would have to make the argument that that's what's not compatible, but it's there.

D., appropriate if spot zoning. This is existing spot zoning now pretty much. Us and the next-door neighbor has got MDR surrounded by HC/LI and commercial. So rezoning of the subject parcel is spot zoning. The proposed commercial zoning district does not have a higher density or intensity of use as the HC/LI zoned parcel adjoining it. The parcel exists today as commercial development and use parcel. The surrounding area is a mix of residential and commercial light industrial parcels, and proposed rezoning results in logical and orderly development. So proposed spot zoning is appropriate for this parcel.

E., appropriate with changed conditions. I don't really -- there aren't really any

changed conditions other than it's been commercial before zoning existed.

I would ask that -- I will answer any of your questions, and I'd ask that y'all accept my findings and facts and approve the rezoning.

CHAIRMAN BRISKE: Tom, has the business been continuously run in the location?

MR. HAMMOND: Yes. I asked her that. She's aware of that. If it goes vacant for one year, then before you can open it back up you would have to come into compliance which would shut it down because you ain't got room for a parking lot and a stormwater pond on the parcel as it is. The last time it was rented was in May of last year. She's aware that she needs to have it rented or be using it by May. It was used as a warehouse the last time, but it's been used for other uses before. I think there's been some manufacturing in it. Shutters at one time.

CHAIRMAN BRISKE: Okay. Any other questions?

(None.)

CHAIRMAN BRISKE: All right. We'll give the staff a chance to present their portion,

and then we'll give you a chance to come back up.

MR. HAMMOND: Thank you.

MR. FISHER: John Fisher, senior planner, again.

Under Criterion a., findings. The proposed amendment to commercial is consistent with the intent and purpose of Future Land Use category mixed-use urban as stated in CPP FLU 1.3.1.

Under Criterion b., findings. The proposed amendment is not consistent with the intent and purpose of the Land Development Code. The commercial district establishes appropriate areas and land use regulations for general commercial activities, especially the retailing of commodities and services. The primary intent of the district is to allow more diverse and intense commercial uses than the neighborhood commercial allowed within the mixed-use district. To maintain compatibility with the surrounding uses, all commercial operations within the commercial district are limited to the confines of the buildings and are not allowed to produce undesirable effects

on the surrounding property. The proposed amendment, however, does not meet the location criteria requirements as stated in Section 3-10(e) due to the property located along two local roads. However, the applicant has submitted a compatibility analysis. The Planning Board or the BCC has the right to waive locational criteria upon reviewing the compatibility analysis submitted by the applicant.

Under Criterion c., compatible with surrounding uses. The proposed amendment is not compatible with surrounding existing uses in the area within the 500-foot radius impact. Staff observed properties with zoning districts commercial, MDR, HC/LI, and HDMU. The current property has already established a commercial use, but as a nonconforming or grandfathered type of use. Any new uses or changes to the property would have to proceed through the Development Review Process. All site plan regulations such as parking, buffering, and uses would have to meet all the Land Development Code regulations.

Criterion d., appropriate if spot zoned.

The findings are the isolated district would nevertheless be transitional in character between the adjoining districts, or the differences with those districts would be minor or sufficiently limited. The current area has a concentration of commercial zoning and uses already in place. The subject parcel already has a commercial type of use and not residential. However, the parcel does adjoin a parcel to the east which is a current single-family residence with a MDR zoning, but also joins a much more intense zoning HC/LI to the south, while surrounding the west and north side by a local street.

Criterion e, appropriate with changed or changing conditions. The land uses or development conditions within the area surrounding the property of rezoning have changed. A rezoning case, Z-2012-17, two properties to the east was rezoned from R-2 to C-1 which was approved by the Planning Board and BCC. The characteristics of the block between West Navy Boulevard and Shadow Lawn Lane within the 50-foot radius are of a nonresidential aspect. The history of the site

already being a warehouse use and the overall city block area has established more of a commercial land use in the area and has seen an overall commercial aspect.

That concludes staff's findings.

CHAIRMAN BRISKE: Just to be clear -- it's clear on a., b., and c. of the staff's position. What is the staff's position on d. and e.? Did they meet the criteria or --

MR. FISHER: I think we left that kind of open-ended because it's kind of -- you know, due to the local streets and the surrounding area -- you know, that's kind of looking to the Planning Board for interpretation. Staff does see how it being appropriate spot zoning -- it currently can be considered spot zoning as it is. If you change the use, it can also be considered additional spot zoning. It's kind of a mixed, you know, two-edged sword here for the appropriate spot zoning.

Appropriate land use changes and conditions. There have been some rezoning cases in the past that have been approved. There's also been one to the west, a much larger parcel, which was approved as well to

commercial, but, again, all the zonings that have been approved have been along Navy Boulevard which didn't have to worry about the locational criteria. This one is abutting existing commercial, but it is also along local streets.

So the compatibility analysis, again, is something that needs to be reviewed by the Planning Board, and whether we accept that as a viable document to be weighed or to accept the compatibility analysis, whether to move forward or not.

CHAIRMAN BRISKE: So it is staff's position that if the Planning Board finds the compatibility analysis to meet the standards, then d. and e. would be in compliance?

MR. FISHER: That is one way to look at it. One way -- staff has -- this is a very unique case due to the single-family residence being there to the east adjoining. Again, documentation from the applicant -- right now we are, you know, looking at a vacant building. If they were going to put a business in there, we'd have to have some documentation saying that this building was in use within the 365

calendar days, whether it's a Gulf Power bill, some business license, or something like that. If not, they would have to go through the site plan review process as well. We have not had any documentation submitted to the County of that sort. So right now we're going on the applicant saying this has been used within the last -- from May from what Mr. Hammond has said.

CHAIRMAN BRISKE: Mr. Hammond, do you have any proof that the property has been operating as a nonconforming --

MR. HAMMOND: Well, I haven't provided proof because there's a noncompliance issue. And then code enforcement would show up. There's no violations or anything like that. That's what really triggers this. I guess what's triggering it now is I have come in front of y'all. Yes, she texted me pictures of the check from -- the rent check. I can probably pull them up on my phone. If I need to do that, we can make that happen, but it's --

CHAIRMAN BRISKE: I mean, we're just wanting to get on the record your testimony of

whether or not you believe it has been operating as a nonconforming use, a legal nonconforming use, up until at least -- you said last May, right?

MR. HAMMOND: That's correct.

CHAIRMAN BRISKE: So that's your testimony. I mean, the County may require, if this goes forward, additional proof of that, but, you know, that's not something that I don't think we would have to make part of our standards here.

MR. HAMMOND: Can I have a rebuttal to what he said, please, sir?

CHAIRMAN BRISKE: Yes.

MR. HAMMOND: Okay. So b., is the compatibility analysis and locational criteria. If y'all accept that, it's going to kind of hard to turn around and agree with staff's findings on c. that it's not compatible. So if y'all accept my locational criteria and my compatibility analysis, we just took care of b. and c., but I wanted to read something else. If you read e. -- I'm not trying to beat y'all up or nothing, but there are findings on e. I'm going to read it. "Findings: The land

uses or development conditions within the area surrounding the property of rezoning have changed. A rezoning case, Z-2012-17, two properties to the east was rezoned from R-2 to C-1 --" that one does go all the way through to Navy Boulevard which hers don't " -- which was approved by the Planning Board and BCC. The characteristics --" this is them saying this. "The characteristics of the block between West Navy Boulevard and Shadow Lawn within the 500-foot radius are of a non-residential aspect." They said that in their last statement.

I think it's compatible, and I think they say it's compatible, too, and I'd ask that y'all approve my findings and approve rezoning, please.

CHAIRMAN BRISKE: Board members, any questions?

MR. PYLE: You have it in your letter -- you said that they've been operating commercial since 1975. I guess my question to you or maybe for Chair and staff -- so in 1975 at some point in time we drove through the area and observed what was there. How did we come up

with the MU commercial aspect of the existing map now? And I ask that because I know the area, and it is completely -- everything you can want would be within a stone's throw of that particular property. And I find it hard, given the last case that we just had, where the staff found everything was consistent and we had adjacent property -- across the street it was. Which I understood -- it makes sense. Maybe it had something to do with the applicant discussing with her neighbors over Christmas gifts, but I find it hard to see where we come up with not consistent on those two items when you have literally it abuts up to commercial property. I understood the 500-foot -- I get that, but I'm just trying to find out the nexus or the origin of where we came up with deeming that. Was it because it looked like it because there was a residence next to it? It's been operating as a commercial property since 1975.

I do find it difficult not to move forward with it personally, but I'm just asking, how did that get established in those particular zonings.

MR. FISHER: Staff can't answer that

question because we have no idea how it got zoned. You know, the zoning happened sometime in the '90s. You know, the way zoning was presented to the County was kind of like people picked what kind of zoning they wanted at that time and why. You know, there's really no way to put a -- it going from R-2 to the current zoning that it is, that was just a transitional zoning when we did our Land Development Code, basically transitioning in April of 2015. R-2s would go to MDR. That was kind of the transitional phase, and that's why -- yes, we probably should have looked more what was on the land existing, but then that wouldn't be -- kind of giving someone more permanent use without going through a rezoning -- we didn't have the right to do that at the time.

MR. PYLE: So, I guess, Mr. Hammond, the question is, the owner just simply wants to conform with their actual application use or they're going to start again, or is it that they want that option for a potential sale?

MR. HAMMOND: She was in here on a code violation on another piece of property and saw me and brought it up to me about rezoning it

and bringing it into compliance so she don't have any more type -- this is exactly how it went down. Me and her talked to Allyson. And then I've had a couple more meetings with them. If you look at it, it's never going to be built anything else because you can't get that size building back on it. It would be about a quarter of that size building with four or five parking spaces and a stormwater pond. It pretty much can't be redeveloped.

MR. PYLE: I agree with that.

CHAIRMAN BRISKE: Thank you. Mr. Ingwell?

MR. INGWELL: What's the use of the adjacent property to the east?

MR. HAMMOND: The adjacent property to the --

MR. INGWELL: The property to the east. It's residential, but is it being used as residential?

MR. HAMMOND: Yes, they live there. People live there, yes, sir.

MR. RUSHING: I just want to make a clarifying statement. Looking at this map here -- I'm glad y'all brought us the aerial

map. That building to the south is no longer there, correct? It's demolished.

MR. HAMMOND: Correct.

MR. RUSHING: I just want to make sure -- I saw in other pictures that it was gone, but the aerial map still showed it was there. I just wanted to clarify that.

CHAIRMAN BRISKE: Meredith, a question for you. It's not often -- and this is no criticism of John. I know he's done his best to try to outline what the findings are, but it's not often that we don't have a definitive position from the staff on one of these things. Typically, if there is ever a question, they'll say it is not consistent, and then that gives the applicant the ability to say this is why it is consistent.

In b. and c. I get a very clear picture that the staff is saying they're not consistent because of the compatibility, but in d. and e. it seems to me to still be kind of vague. We heard John's testimony, and I understand why that is so, but should these things reflect that it's not consistent? That way Mr. Hammond has the opportunity to offer additional

findings.

MS. CRAWFORD: Mr. Chairman, Meredith Crawford with the County Attorney's Office. When I look at the findings under d. and read this --

CHAIRMAN BRISKE: Can we bring that up, please?

MS. CRAWFORD: And perhaps it was a mistake on John's part, but it reads that the isolated district would nevertheless be transitional in character which, to me, would read as a finding of compatibility as far as spot zoning goes. If that's not the case, then his explanation would then take the place of this paragraph, and I would ask that he clarify that.

And then as far as e., the way that it reads would be if the lands have changed. Again, while it doesn't specifically say that this is consistent, I believe the testimony was that they wanted or that staff wanted the Board to either support the language used or not. This may be why it doesn't specifically say it is or is not consistent. Again, that's in the purview of the Board to make a finding, and I

would ask Mr. Fisher to clarify whether or not that language, that it would nevertheless be transitional, would indicate a consistency in whether or not the conditions have changed.

I don't know if that answers your question.

CHAIRMAN BRISKE: So let me just restate what I think you just said. John, again, you can -- if we find that the compatibility analysis presented by the applicant is appropriate, we accept that, then these findings could fall into line because there is enough evidence there for them to be accepted. Is that --

MR. FISHER: Yes, that's definitely the best way to look at it. In criteria d. we do want to look at -- the wording is, you know, compatible. You know, we are saying it is basically consistent, but there is more to the picture than what is actually going on here.

You know, under criteria e. it's really hard to say it's consistent with overall rezoning cases. Basically looking at the history, we're saying that there have been other parcels rezoned.

The zoning case Z-2012-17 was two properties. They joined the properties so it was facing Navy Boulevard, but the rear property which is -- we don't have a map up. They joined the two properties together there which made it not have to worry about the locational criteria because they joined the two properties together, the one with the building here and the property to the north there. So that made it compatible in that area. They were able to purchase -- this zoning case would be a complete different story if they had purchased the property to the south along Navy Boulevard and joined the properties, then the locational criteria wouldn't even apply.

CHAIRMAN BRISKE: All right. We do have one member of the public which has signed up to speak so far, and I'd like to hear from him before we go on.

I would recommend to the Board that we really look at the compatibility analysis presented by Mr. Hammond because if we feel that that has substantial competent evidence, then I think that would clear up several of these criterion for us, but that would be up to

the Board to review that completely and make sure that it meets that standard moving forward.

So at this time we're going to open the public testimony portion of the hearing for those members of the public who wish to speak on this matter. You must fill out a speaker request form.

Please also note that pursuant to the code, the Planning Board bases our decision on the approval conditions and exceptions described in Section 2-7.2 of the Escambia County Land Development Code. During our deliberations the Planning Board does not consider general statements of support or opposition. Accordingly, please limit your testimony to those approved exceptions and conditions in Section 2-7. Only those individuals who are present and give testimony on the record today will be allowed to speak at the subsequent hearing before the Board of County Commissioners meeting.

Mr. Edward Robinson?

MR. ROBINSON: Yes, sir.

CHAIRMAN BRISKE: Sir, if you'll be

sworn in. State your name and address for the record, please.

(At this time EDWARD ROBINSON was sworn.)

MR. ROBINSON: Edward Robinson, 128 Shadow Lawn Lane.

This is an issue in reference to Shadow Lawn Lane, residential road, and the issues brought up in the past on spot zoning that occurred at the east end. The integrity of the residential street was to stay intact. This would allow an opening, if you will, to create conditions unsuitable for a residential road.

I understand he's in a pickle. He's right by himself there. He's surrounded by commercial. It's a dilemma.

I've listened to staff's findings. Subsequently, it will affect the whole street in general if he's allowed access, egress off of Shadow Lawn Lane, which I don't feel is necessary. Ehrmann will play that role just as well. If he needs zoning to do with the property what he wants to, I don't have any issue with it as long as it doesn't affect Shadow Lawn Lane.

But the history of it -- they kind of snuck it in. It hasn't been in operable commercial usage. I've lived there for 50 years. Dwight Redish, Redish Tent, put the building up there very quietly and displayed it as residential. It stayed there dormant for many, many years without any commercial use at all. He also lived in the house beside it on the property on Navy Boulevard in front of it. This thing has been kind of micromanaged, dissected.

My concern, once again, is the integrity of the residential road, Shadow Lawn. Big things are going up west of it, you know, with the park. The big plans there have already been approved. I live down at the east end of it where the Commission has acknowledged it's a conflict of zoning with the residential, commercial aspect of this. It is considered spot zoning. If you allow it, it will set a precedent which will continue to affect us at the other end of this road. I sympathize with the owner because I've seen the law run some people out of there, the last people that were there. They did rent it to a lady who kind of

used it as a hidden little business, like a flea market thing. Just throw a bunch of junk in it and put a little sign up on Navy, used stuff for sale. Apparently it didn't go over well, didn't do any business at all. That was the first indication to me that we were going to have an issue. I'm sure code enforcement jumped on it because it's not compatible.

I just think this is a great jump that is going to affect all of us on the residential street if it allows ingress and egress onto Shadow Lawn Lane. You can do this by using Ehrmann. And I would personally at this point not have too much of an issue with it if that was acknowledged, as long as you keep the traffic on Ehrmann without commercial vehicles. There has always been a precedent set down on Shadow Lawn Lane with signage from the county restricting that from the east end. The road has never been paved. The gentleman that lives in the residential house next to it has a semi-truck. He parks it on the right-of-way. It's breaking up the rain gutter, the 50-year-old street. It's never been paved, never been widened, never been striped. No

walkway. A hazardous condition -- a safety issue I feel could possibly most likely contribute.

I sympathize with the owner because she is kind of trapped in on the south of it. It is commercial. West of it is commercial. But I know the history of it, and I understand the problematic thing it's going to cause to the residential neighborhood if this gentleman is given this ability to turn it into a commercial --

CHAIRMAN BRISKE: Mr. Robinson, you stated that you've lived there for quite some time?

MR. ROBINSON: Yes.

CHAIRMAN BRISKE: What was the last business -- was that the business -- you called it the flea market that was operating?

MR. ROBINSON: Yes, sir. This young lady primarily disposed of a bunch of used stuff. You know, these warehouses with these products that come up. I think Dirt Cheap sells a bunch of it. She just threw it in the building and opened the door and put up a pointed arrow with a paper sign. It didn't go

over well. It didn't go over well at all.

CHAIRMAN BRISKE: What was in the property before that?

MR. ROBINSON: It stayed dormant. That man, Mr. Redish, Redish Canvas -- he was there 45 years or about 40 years, and then they started dissecting the property. He lived in the house east of it. That was his. He owned all of that on Navy. He opened a little Redish tent business. He was very successful, but he was up on Navy.

Since then this building has just been dormant. Lately they've tried to make it active, but it was not compatible to the zoning and the Land Development Code. It was R-2. How they came to this MDR just because it fit without coming through the proper process is amazing to me. Now all of a sudden it wants to be considered just a commercial district. It is on the overlay district.

I just feel there's going to be a dilemma here to allow -- the commission is very much aware of the problems we had with Shadow Lawn and the integrity with this other spot zoning, but they blocked it off with Shadow

Lawn. That's what made it compatible. No ingress, no egress. And the one that was made that way back in '90, they've closed it off because of the problems it created to the neighborhood. Commercial vehicles parking in the road. Not able to back out of your yard. Kids playing up and down the street all hours of the day and night. A whole lot of malfeasance. $250,000 in bills were dumped down the residential road. Since then they've blocked that off.

My concern is this. When I see just strictly Shadow Lawn Lane, I have an issue with it. He's on Ehrmann. This property is on Ehrmann. It's more compatible to Navy Boulevard. So any ingress/egress usage, keep it on Ehrmann, and I believe we can somehow find a way to coexist. But if you allow the ingress and egress on Shadow Lawn, it's kind of setting a precedent for the undeveloped east end that would be very problematic.

CHAIRMAN BRISKE: Okay.

MR. PYLE: Katima (Phonetic), was that the flea market business?

MR. ROBINSON: Yes. It was an older

woman there. A very nice lady. I stopped in and spoke with her. Just out of the blue she opened the doors. They tried to run a little quiet mechanic shop in there and that didn't work.

MR. PYLE: Just curious, it does look like the way it's set up people would come off of Ehrmann and not on Shadow Lawn.

MR. ROBINSON: Correct. And that's why I don't understand why Ehrmann is not mentioned. You know, they strictly want that residential road taking a hit as a precedent, but anyone else to come at the east end where I'm at could possibly use this as a precedence. You know, oh, well, he's doing it and we can do it.

CHAIRMAN BRISKE: I believe that's just because that's -- the actual address of the property is on Shadow Lawn.

MR. PYLE: Right. So it seems to me that it's already noncomforming -- it's been used as this for some time.

MR. ROBINSON: Nonconforming.

MR. PYLE: Nonconforming. However, people have used it and probably parked off of

Ehrmann. It wouldn't make sense if they come off Navy to Ehrmann -- I don't -- maybe I'm wrong on the applicant's --

MR. ROBINSON: I'm just curious about the precedent that it may set for future -- there's undeveloped property on the east end there. There's a whole lot of shady things going on as far as conflict of zoning on Shadow Lawn. And over the many years we've had the commission contradict itself depending on members coming and going and new ones on the board that's not familiar with the issue trying to accommodate businesses, but at the same time respecting the residential integrity.

That's all I'm asking for here today, let's not set a precedent that's going to allow any future issues. Where I live at I've had enough. And this would definitely open up that -- but I'm sympathetic with them because I think it's in an area where -- you know, south of it is commercial and west of it is commercial, but you've got this residential right there beside it. This gentleman is living in it, but has a commercial vehicle pulled up on the county right-of-way, tearing

up what little drainage you've got there, guttering. And all down that road there is an inconsistency of respect of the integrity for the residential use and confliction of residential, commercial. If you look there beside that residence, it's the most unsightly thing you've ever seen. A gentleman has pulled a bunch of wrecked cars, a bunch of dilapidated building materials. Unsightly to say the least. And then you have Hertz Rental. Now they've slipped in a little gate. Now they're wanting to pull their commercial stuff back there and use the residential -- you know, nonconforming. Kind of slip it in. And then down there between 231 and 235 a gentleman, MD Tires -- overgrowth -- he cut him a little road through there where a commercial vehicle can come through there. The commission stated clearly no commercial vehicles. It's not compatible. The road is very narrow. Children are in the street. No walkways have been brought up to conformance and the road itself in compliance to accommodate the increase of commercial usage that is impinging on the residential road. That's my major concern with

it, respect of the residential road. If I don't speak up today, I have no voice with the Board tomorrow.

CHAIRMAN BRISKE: Okay. Board members, any questions of Mr. Robinson's testimony?

MR. PYLE: Any reason why -- I'm just curious why the neighbor wasn't able to come speak for or against --

MR. ROBINSON: Oh, the one that lives right next door?

MR. PYLE: Yes.

MR. ROBINSON: Well, once again, Dwight owned that home on that property and the gentleman owned the one next to it. There's a mechanic there. The reason that gentleman is -- he's renting similarly from someone who owns the commercial business right there on the south end of it, right there behind him. You know, they own that, too. He's renting it. He doesn't own it.

CHAIRMAN BRISKE: All right. Thank you, sir.

MR. ROBINSON: Not only that, but he has the commercial vehicle that he's also pulling on Shadow Lawn -- y'all captured it on the

staff's footage. It's just my concern. It's kind of one of those things where I think, you know, the lady should get the zoning, but at the same time we need to have a good understanding. It's a residential street. Separation from the residential, commercial. Ehrmann primarily can be used in this case to accommodate, I believe, both parties.

CHAIRMAN BRISKE: Okay. Thank you for your time. We appreciate it.

Is there anyone else that wishes to speak on case Z-2017-19 from the public?

(None.)

CHAIRMAN BRISKE: All right. We will hereby close the public comment portion of the meeting.

Mr. Hammond, did you have anything that you wanted to add before the Board starts consideration?

MR. HAMMOND: There's not even an existing driveway anywhere on this thing right now. But it's 150-foot on Ehrmann and 50-foot on Shadow Lawn Lane. And the reason we keep saying Shadow Lawn Lane is because that's what the address is.

CHAIRMAN BRISKE: Now, as the testimony has shown the business can continue to operate as a legal nonconforming use as long as you can prove that it's been there continuously and not shut down for more than 12 months.

MR. HAMMOND: Big Dog Towing Enterprises, Incorporated wrote a check the 15th of May, 2017 for rent, 283 Shadow Lawn Lane.

CHAIRMAN BRISKE: So it was being utilized as an office building at that time?

MR. HAMMOND: I don't know what the use was. I couldn't tell you what they were doing, but it was commercial in nature.

CHAIRMAN BRISKE: And it's your testimony that the applicant just wants to be compliant going forward. That's why they want to do this.

MR. HAMMOND: They've spent about five grand between your fee and mine to make this happen, so, yes, sir. Like you said, you can't go in there and hardly build anything. You couldn't ever get a building that size back in there and have stormwater and parking and meet today's requirements.

CHAIRMAN BRISKE: Board members, any additional questions of Mr. Hammond?

(None.)

CHAIRMAN BRISKE: Let's have some discussion. If you're going to make a motion, please make sure it's very clear which of the staff's findings you're relying on and if you're accepting Mr. Hammond's compatibility analysis to offset any of their findings. Can we bring up the compatibility analysis provided by the applicant?

MR. PYLE: I'm just -- in understanding the speaker's concerns, but, I mean, just looking at the map, 150 feet and 50 feet and where anybody would have to come from. I'm assuming that parking or usage would come off Ehrmann. I think by our review and anything that we approve or disapprove today we can't put stipulations on usage. I mean, with that in mind unless we have any other discussion, I will make a motion.

Does anybody have anything else to discuss?

(None.)

MR. PYLE: I make a motion on case

number Z-2017-19 that we pass the change from the Future Land Use MU to the commercial as requested. Is that correct?

MR. FISHER: Rezoning.

MR. PYLE: Rezoning. I'm sorry.

CHAIRMAN BRISKE: Just in your motion -- so you're --

MR. PYLE: So I would accept the compatibility analysis provided by Mr. Hammond.

CHAIRMAN BRISKE: And replace that, I guess, with the staff's findings that --

MR. PYLE: Yes.

CHAIRMAN BRISKE: -- it be compatible.

Do we have a second to the motion.

MR. RUSHING: I'll second.

CHAIRMAN BRISKE: Second. Discussion?

(None.)

CHAIRMAN BRISKE: All right. No discussion. All those in favor say aye.

(Board members collectively say aye.)

CHAIRMAN BRISKE: Opposed?

(None.)

CHAIRMAN BRISKE: The motion carries unanimously.

Good luck with it, sir.

MR. HAMMOND: Thank you.

CHAIRMAN BRISKE: All right. Is there any other business for the quasi-judicial rezoning hearing?

(None.)

CHAIRMAN BRISKE: Hearing none, I will hereby close the quasi-judicial meeting, and we will go into our regular Planning Board meeting immediately.

(Whereupon, the meeting was concluded at 9:46 a.m.)

CERTIFICATE OF REPORTER

STATE OF FLORIDA
COUNTY OF ESCAMBIA

I, Jo Ann Bryan, Court Reporter and Notary Public at Large in and for the State of Florida, certify that I was authorized to and did stenographically report the foregoing proceedings; and that the transcript is a true record.

I further certify that I am not a relative, employee attorney, or counsel of 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 this action.

Dated this 15th day of February, 2018.

JO ANN BRYAN
Court Reporter and Notary Public
My Commission Expires 11/14/2021

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

Meeting Date: 02/06/2018

CASE : Z-2017-19

APPLICANT: Tom Hammond, Agent for Jennifer Cobb, Team Player Properties, LLC, Owner

ADDRESS: 283 Shadow Lawn Lane

PROPERTY REF. NO.: 38-2S-30-1000-001-004

FUTURE LAND USE: MU-U, Mixed-Use Urban

DISTRICT: 2

OVERLAY DISTRICT: Warrington

BCC MEETING DATE: 03/01/2018

SUBMISSION DATA:

REQUESTED REZONING:

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

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

RELEVANT AUTHORITY:

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

APPROVAL CONDITIONS

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

Consistent with Comprehensive Plan

The proposed zoning is consistent with the future land use (FLU) category as prescribed in LDC Chapter 3, and with all other applicable goals, objectives, and policies of the Comprehensive Plan. If the rezoning is required to properly enact a proposed FLU map amendment transmitted for

state agency review, the proposed zoning is consistent with the proposed FLU and conditional to its adoption.

CPP FLU 1.3.1 Future Land Use Categories. The Mixed-Use Urban (MU-U) Future Land Use (FLU) category is intended for an intense mix of residential and non-residential uses while promoting compatible infill development and the separation of urban and suburban land uses within the category as a whole.
Range of Allowable Uses: Residential, retail and services, professional office, light industrial, recreational facilities, public and civic, limited agriculture. 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).

FINDINGS
The proposed amendment to Commercial **is consistent** with the intent and purpose of Future Land Use category MU-U, as stated in CPP FLU 1.3.1. The range of allowable uses under the MU-U FLU category provides for a mixture of commercial and residential development, as described in the application. The property is located in an area around Navy Boulevard that has been under redevelopment for the past several years. The project will promote the use of existing public roads, utilities and infrastructure, fulfilling the requirements under CPP FLU 1.5.1.

Criterion b., LDC Sec. 2-7.2(b)(4)
Consistent with The Land Development Code.
The proposed zoning is consistent with the purpose and intent and with any other zoning establishment provisions prescribed by the proposed district in Chapter 3.

Sec. 3-2.7 Medium Density Residential district (MDR).
(a) Purpose. The Medium Density Residential (MDR) district establishes appropriate areas and land use regulations for residential uses at medium densities within suburban or urban areas. The primary intent of the district is to provide for residential neighborhood development in an efficient urban pattern of well-connected streets and at greater dwelling unit density than the Low Density Residential district. Residential uses within the MDR district

are limited to single-family and two-family dwellings. The district allows non-residential uses that are compatible with suburban and urban residential neighborhoods.

Sec. 3-2.10 Commercial district (Com).

(a) Purpose. The Commercial (Com) district establishes appropriate areas and land use regulations for general commercial activities, especially the retailing of commodities and services. The primary intent of the district is to allow more diverse and intense commercial uses than the neighborhood commercial allowed within the mixed-use districts. To maintain compatibility with surrounding uses, all commercial operations within the Commercial district are limited to the confines of buildings and not allowed to produce undesirable effects on surrounding property. To retain adequate area for commercial activities, new and expanded residential development within the district is limited, consistent with the Commercial (C) future land use category.

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

(1) Residential. The following residential uses are allowed throughout the district, but if within the Commercial (C) future land

use category they are permitted only if part of a predominantly commercial development:

a. Group living, excluding dormitories, fraternity and sorority houses, and residential facilities providing substance abuse treatment, post-incarceration reentry, or similar services.

b. Manufactured (mobile) homes, including new or expanded manufactured home parks or subdivisions.

c. Single-family dwellings (other than manufactured homes), detached or attached, including townhouses and zero lot line subdivisions.

d. Two-family and multi-family dwellings.

See also conditional uses in this district.

(2) Retail sales. Retail sales, including 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.

(3) Retail services. The following retail services, excluding permanent outdoor storage:

a. Car washes, automatic or manual, full service or self-serve.

b. Child care facilities.

c. Hotels, motels and all other public lodging, including boarding and rooming houses.

d. Personal services, including those of beauty shops, health clubs, pet

groomers, dry cleaners and tattoo parlors.

e. Professional services, including those of realtors, bankers, accountants, engineers, architects, dentists, physicians, and attorneys.

f. Repair services, including appliance repair, furniture refinishing and upholstery, watch and jewelry repair, small engine and motor services, but excluding major motor vehicle or boat service or repair, and outdoor work.

g. Restaurants and brewpubs, including on-premises consumption of alcoholic beverages, drive-in and drive-through service, and brewpubs with the distribution of on-premises produced alcoholic beverages for off-site sales. The parcel boundary of any restaurant or brewpub with drive-in or drive through service shall be at least 200 feet from any LDR or MDR zoning district unless separated by a 50-foot or wider street right-of-way.

See also conditional uses in this district.

(4) Public and civic.

a. Broadcast stations with satellite dishes and antennas, including towers.

b. Cemeteries, including family cemeteries.

c. Community service facilities, including auditoriums, libraries, museums, and neighborhood centers.

d. Educational facilities, including preschools, K-12, colleges, and vocational schools.

e. Emergency service facilities, including law enforcement, fire fighting, and medical assistance.

f. Foster care facilities.

g. Funeral establishments.

h. Hospitals.

i. Offices for government agencies or public utilities.

j. Places of worship.

k. Public utility structures, including telecommunications towers, but excluding any industrial uses.

l. Warehousing or maintenance facilities for government agencies or for public utilities.

See also conditional uses in this district.

(5) Recreation and entertainment.

a. Campgrounds and recreational vehicle parks on lots five acres or larger.

b. Indoor recreation or entertainment facilities, including movie theaters, bowling alleys, skating rinks, arcade amusement centers, bingo facilities and shooting ranges, but excluding bars, nightclubs or adult entertainment facilities.

c. Marinas, private and commercial.

d. Parks without permanent restrooms or outdoor event lighting.

See also conditional uses in this district.

(6) Industrial and related.

a. Printing, binding, lithography and publishing.

b. Wholesale warehousing with gross floor area 10,000 sq.ft. or less per lot.

See also conditional uses in this district.

(7) Agricultural and related.

a. Agricultural food production primarily for personal consumption by the producer, but no farm animals.

b. Nurseries and garden centers, including adjoining outdoor storage or display of plants.

c. Veterinary clinics.

See also conditional uses in this district.

(8) Other uses.

a. Billboard structures.

b. Outdoor storage if minor and customarily incidental to the allowed principal use, and if in the rear yard, covered, and screened from off-site view, unless otherwise noted.

c. Parking garages and lots, commercial.

d. Self-storage facilities, excluding vehicle rental.

(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).

Sec. 3-3.8 Warrington Overlay (Warr-OL).
(a) Purpose. The Warrington Overlay (Warr-OL) district establishes supplemental land use regulations to support the objectives of the adopted Warrington area community redevelopment plan. The intent of the additional land use controls is to enhance the character of an area undergoing revitalization, especially along those commercial corridors that provide primary access or gateways to the adjoining military installations within the Warrington area.
(b) Permitted uses. Within the Warr-OL district, the permitted uses of the underlying zoning districts are limited by the following:
(1) Mix of uses. For any mix of residential and non-residential uses within the same building, the non-residential uses shall occupy the first or bottom floor and the residential uses shall occupy the second or upper floors.
(2) Separation of same uses. Any two locations of the same use shall be separated by at least 2500 feet as measured between the closest points of the two property boundaries for the following uses:
a. Bars and nightclubs.
b. Check cashing services.
c. Convenience stores.
d. Pawnshops.
e. Retail sales of alcohol for off-premises consumption.
f. Tattoo parlors.

(c) Conditional uses. The Warr-OL district does not modify the conditional uses of any underlying zoning districts except for those uses prohibited by the overlay and the requirement that uses be separated as required for permitted uses within the overlay.

FINDINGS

The proposed amendment **is not consistent** with the intent and purpose of the Land Development Code. The Commercial district establishes appropriate areas and land use regulations for general commercial activities, especially the retailing of commodities and services. The primary intent of the district is to allow more diverse and intense commercial uses than the neighborhood commercial allowed within the mixed-use districts. To maintain compatibility with surrounding uses, all commercial operations within the Commercial district are limited to the confines of buildings and not allowed to produce undesirable effects on surrounding property. The proposed amendment however **does not meet** the location criteria requirements, as stated in Sec. 3-10(e), do to the property located along two local roads, however the applicant has submitted a compatibility analysis. The Planning Board or the BCC have the right to waive the locational criteria upon reviewing the compatibility analysis submitted by the applicant.

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

Compatible with surrounding uses.

All the permitted uses of the proposed zoning, not just those anticipated by the rezoning applicant, are compatible, as defined in Chapter 6, with the surrounding uses. The uses of any surrounding undeveloped land shall be considered the permitted uses of the applicable district. Compatibility is not considered with potential conditional uses or with any nonconforming or unapproved uses. Also, in establishing the compatibility of a residential use, there is no additional burden to demonstrate the compatibility of specific residents or activities protected by fair housing law.

FINDINGS

The proposed amendment **is not compatible** with surrounding existing uses in the area. Within the 500' radius impact area, staff observed properties with zoning districts Com, MDR, HCLI and HDMU. The current property has already established a commercial use, but as a non-conforming or grandfathered type of use. Any new uses or changes to the property would have to proceed through the Development Review Process. All site plan regulations such as parking, buffering and uses would have to meet all the Land Development Code regulations.

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

Appropriate if spot zoning.

Where the proposed zoning would establish or reinforce a condition of spot zoning as defined in Chapter 6, the isolated district would nevertheless be transitional in character between the adjoining districts, or the differences with those districts would be minor or sufficiently limited. The extent of these mitigating characteristics or conditions demonstrates an appropriate site specific balancing of interests between the isolated district and adjoining lands. **As per LDC Chapter 6, Spot Zoning is:** *Zoning applied to an area of land, regardless of its size, that is different from the zoning of all contiguous land. Such isolated or "spot" zoning is usually higher in its density or intensity of use than the adjoining zoning and may, therefore, extend privileges not generally extended to property similarly located in the area. Spot zoning is not by itself prohibited, but due to its potentially adverse impacts on adjoining zoning it carries a higher burden of demonstration that, if authorized, it will contribute to or result in logical and orderly development*

FINDINGS

The isolated district would nevertheless be transitional in character between the adjoining districts, or the differences with those districts would be minor or sufficiently limited. The current area has a consecration of commercial zoning and uses already in place. The subject parcel already has a commercial type of use and not a residential. However, the parcel does adjoin a parcel to the East which is a current single family resident with a MDR zoning, but also joins a much more intense zoning HC/LI to the South, while surrounding the West and North side by a local street.

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

Appropriate with changed or changing conditions.

If the land uses or development conditions within the area surrounding the property of rezoning have changed, the changes are to such a degree and character that it is in the public interest to allow new uses, density, or intensity in the area through rezoning; and the permitted uses of the proposed district are appropriate and not premature for the area or likely to create or contribute to sprawl.?

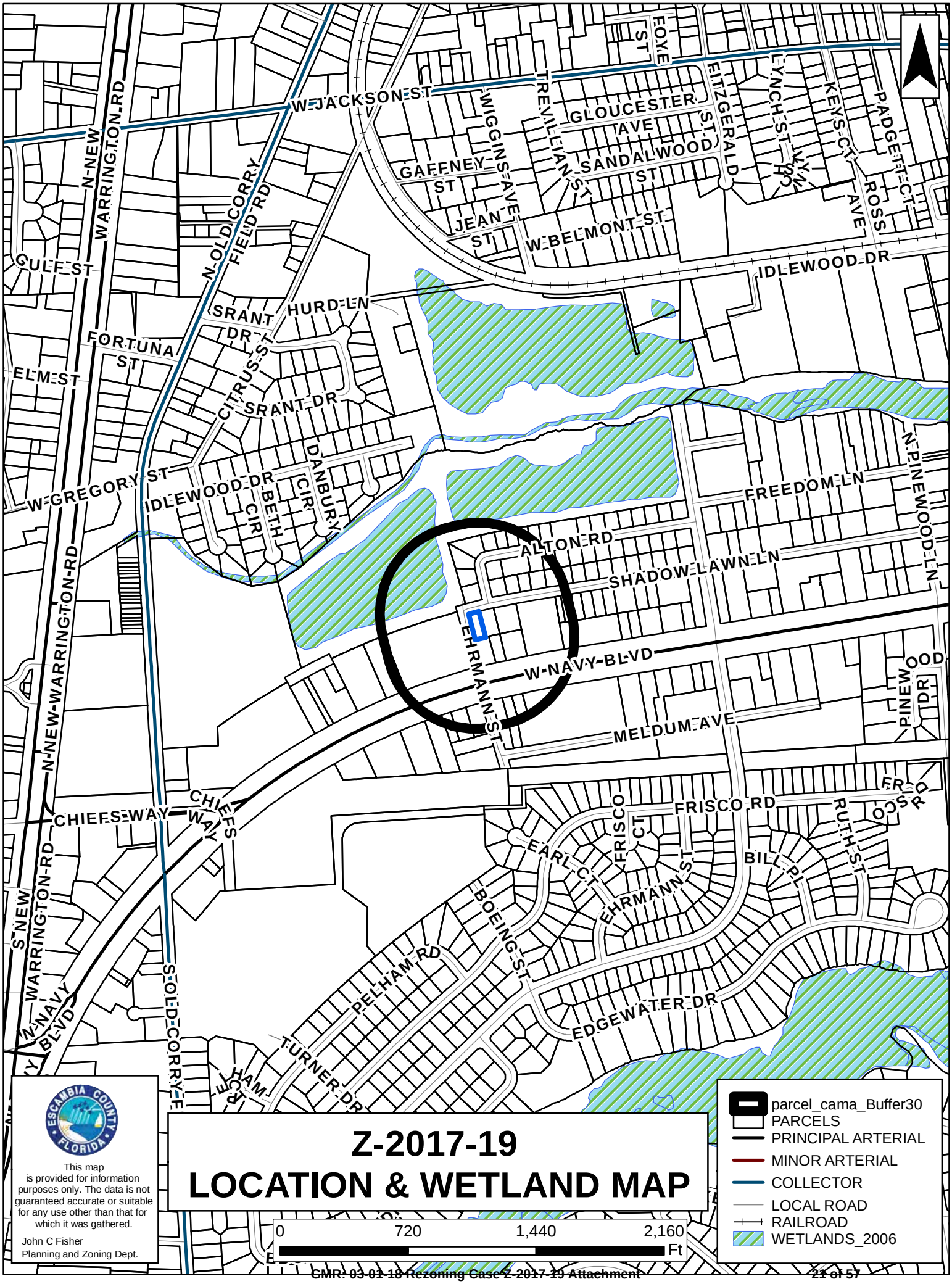
FINDINGS

The land uses or development conditions within the area surrounding the property of rezoning **have** changed. A rezoning case, Z-2012-17, two properties to the East was rezoned from R-2 to C-1, which was approved by the Planning Board and BCC. The characteristics of the block between W

Navy Blvd and Shadow Lawn within the 500-foot radius are of a non-residential aspect. The history of the site already being a warehouse use and the over all city block area has established more of a commercial land use in the area has seen a overall commercial aspect.

Attachments

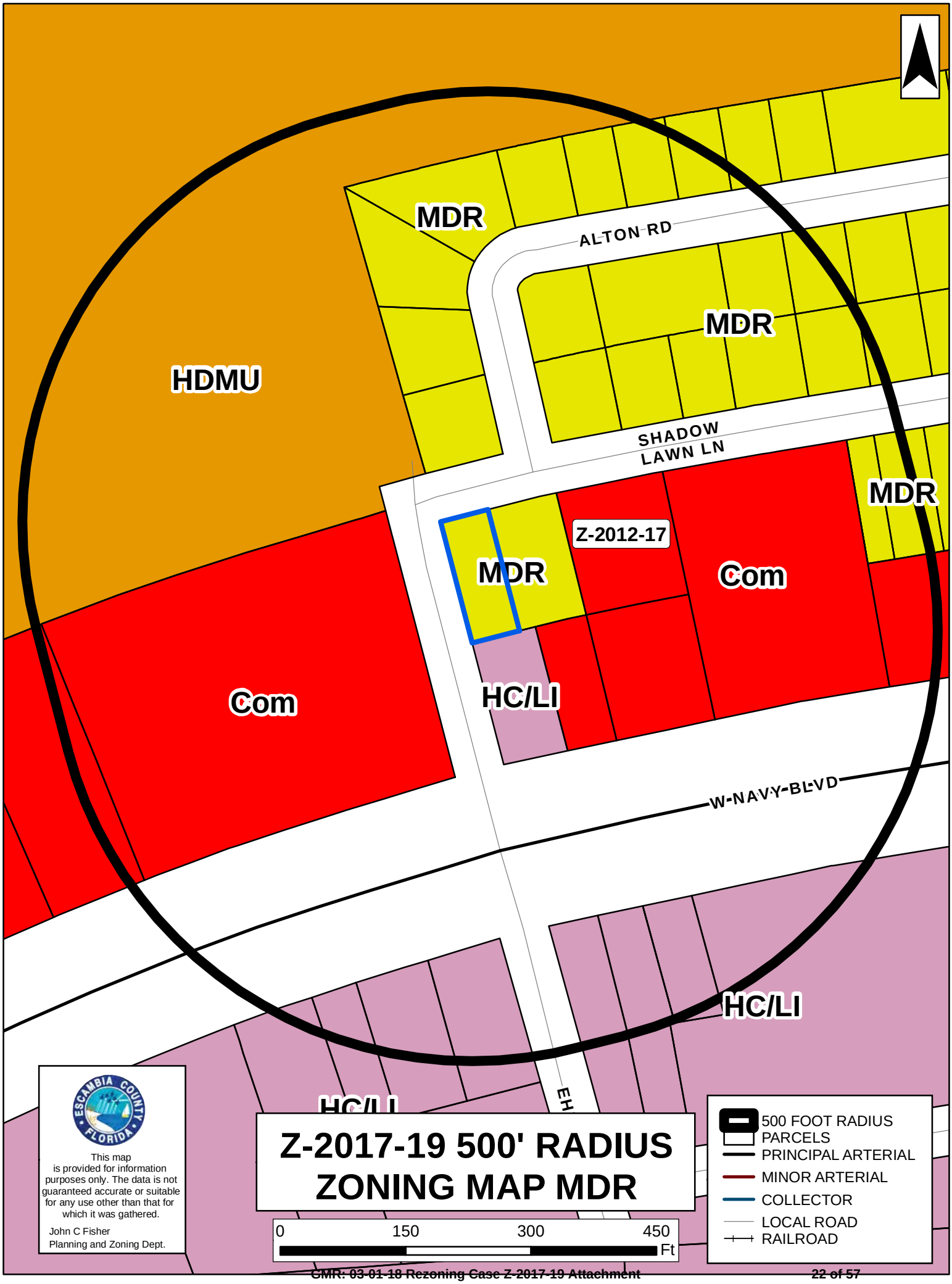
Working Case File

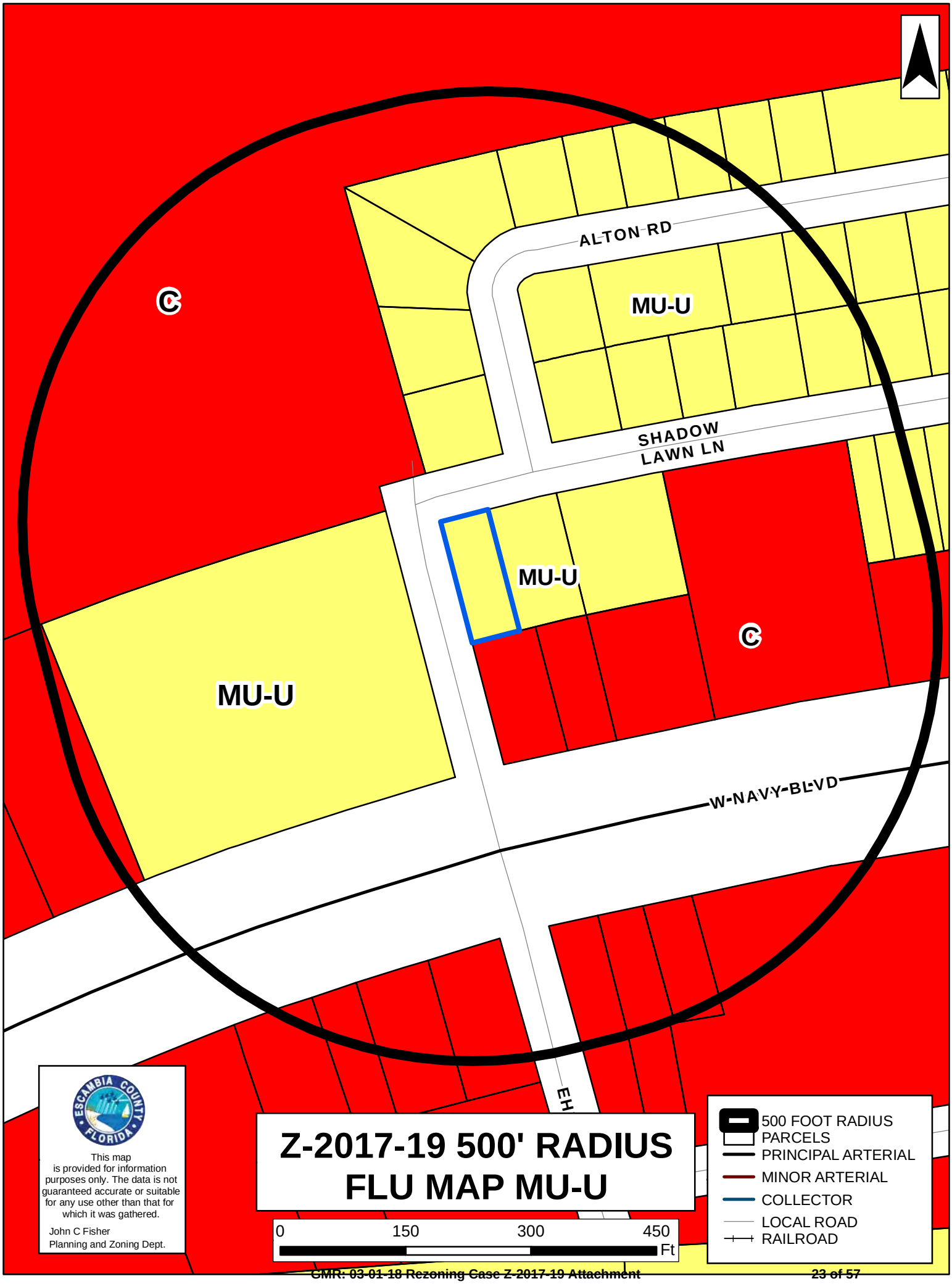


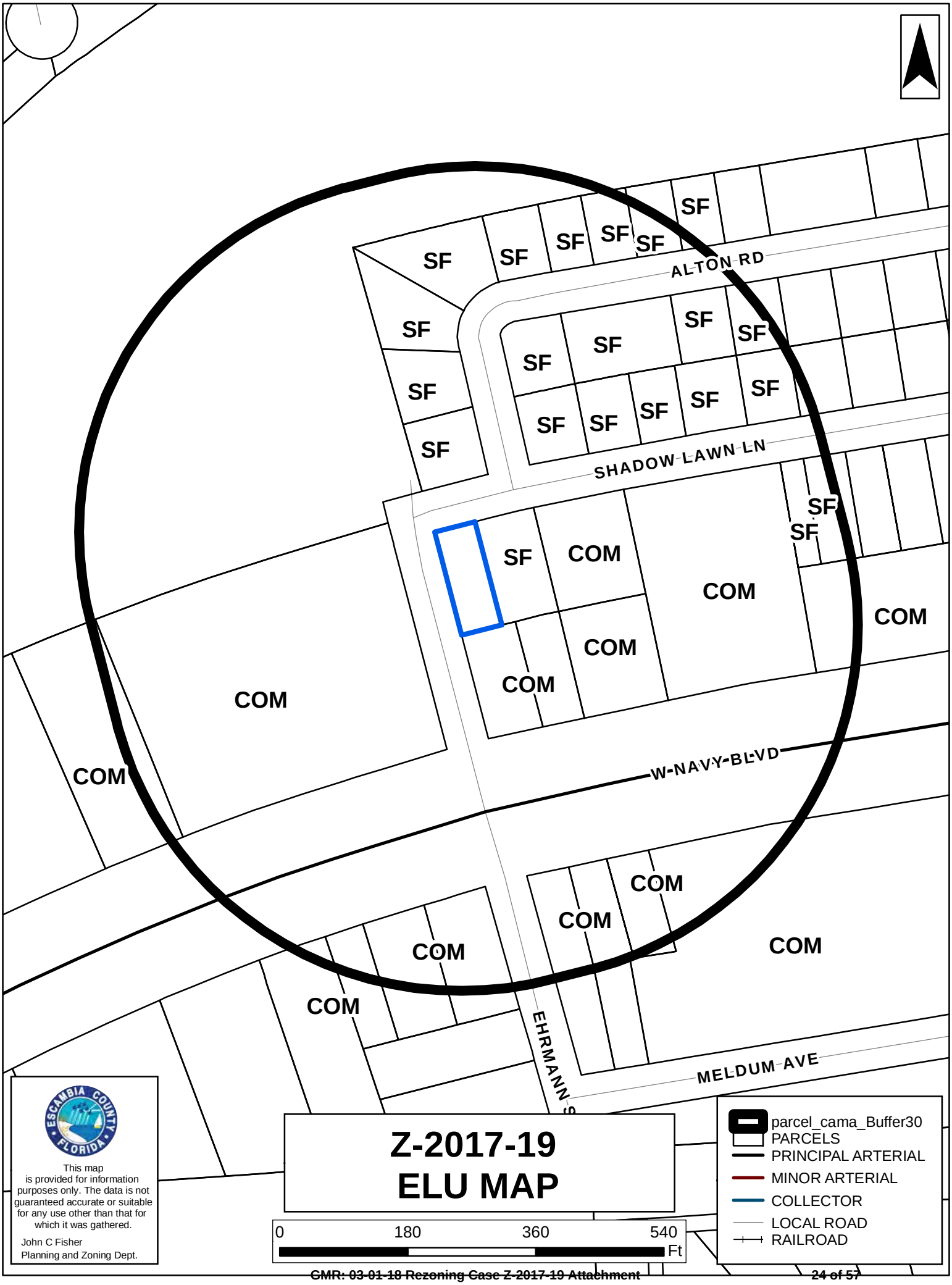
Z-2017-19
LOCATION & WETLAND MAP

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.

John C Fisher
Planning and Zoning Dept.


MDR
ALTON RD
MDR
HDMU
SHADOW
LAWN LN
MDR
Z-2012-17
MDR
Com
Com
HC/LI
W-NAVY-BLVD
HC/LI
HC/LI
EH
Z-2017-19 500' RADIUS
ZONING MAP MDR
0
150
300
450
Ft
500 FOOT RADIUS
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
RAILROAD
ESCAMBIA COUNTY FLORIDA
This map
is provided for information
purposes only. The data is not
guaranteed accurate or suitable
for any use other than that for
which it was gathered.
John C Fisher
Planning and Zoning Dept.


ALTON RD
SHADOW LAWN LN
W NAVY BLVD
C
MU-U
MU-U
C
MU-U
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
John C Fisher
Planning and Zoning Dept.
Z-2017-19 500' RADIUS
FLU MAP MU-U
0
150
300
450
Ft
500 FOOT RADIUS
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
RAILROAD


ALTON RD
SHADOW LAWN LN
W NAVY BLVD
MELDUM AVE
EHRMANN
SF
COM
Z-2017-19
ELU 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.
John C Fisher
Planning and Zoning Dept.
0
180
360
540
Ft
parcel_cama_Buffer30
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
RAILROAD



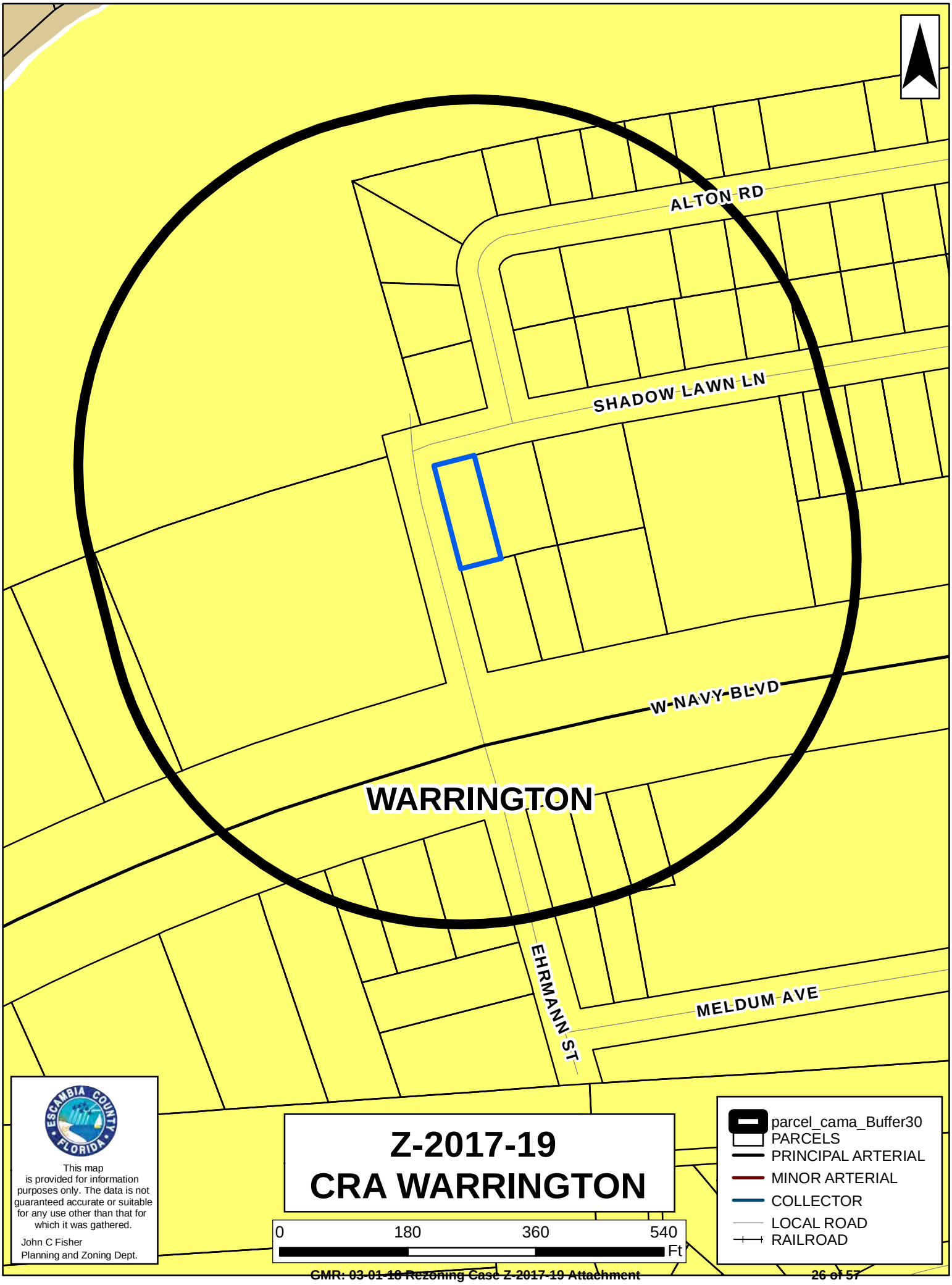
Z-2017-19
AERIAL MAP

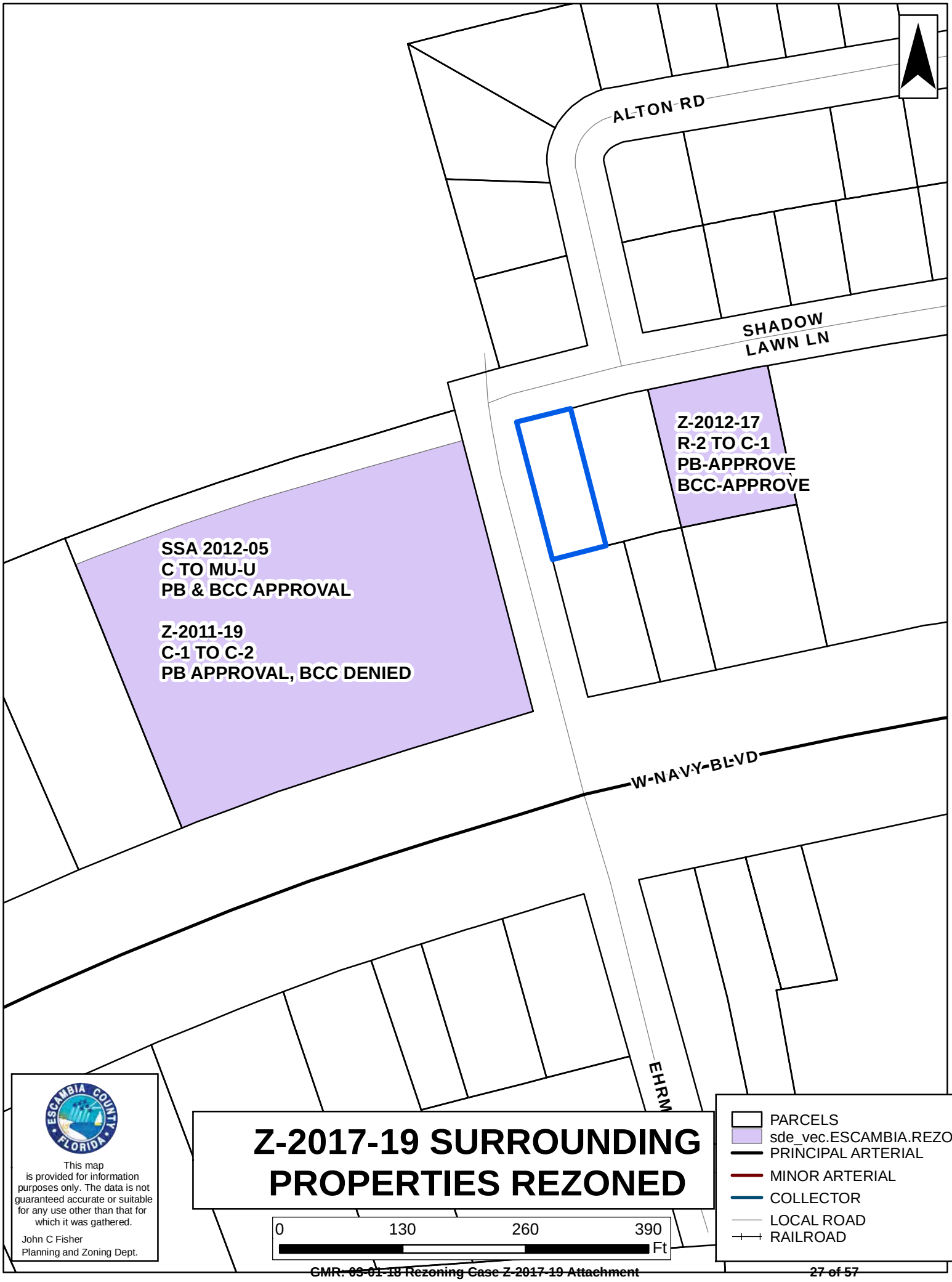
0 90 180 270 Ft

PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
RAILROAD

This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

John C Fisher
Planning and Zoning Dept.


ALTON RD
SHADOW LAWN LN
W NAVY BLVD
WARRINGTON
EHRMANN ST
MELDUM AVE
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
John C Fisher
Planning and Zoning Dept.
Z-2017-19
CRA WARRINGTON
0
180
360
540
Ft
parcel_cama_Buffer30
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
RAILROAD


ALTON RD
SHADOW LAWN LN
Z-2012-17
R-2 TO C-1
PB-APPROVE
BCC-APPROVE
SSA 2012-05
C TO MU-U
PB & BCC APPROVAL
Z-2011-19
C-1 TO C-2
PB APPROVAL, BCC DENIED
W-NAVY-BLVD
EHRM
Z-2017-19 SURROUNDING PROPERTIES REZONED
0
130
260
390
Ft
PARCELS
sde_vec.ESCAMBIA.REZONIN
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
RAILROAD
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
John C Fisher
Planning and Zoning Dept.



PUBLIC HEARING SIGN



LOOKING EAST ALONG SHADOW LAWN LANE



LOOKING SOUTHEAST AT SUBJECT PROPERTY



LOOKING SOUTHWEST AT SUBJECT PROPERTY



LOOKING WEST ALONG SHADOW LAWN LANE



LOOKING NORTH FROM THE SUBJECT PROPERTY



LOOKING EAST FROM EHRMANN STREET AT SUBJECT PROPERTY



LOOKING EAST FROM EHRMANN STREET


SUBJECT PROPERTY IN YELLOW
LOOKING NORTHEAST FROM THE CORNER OF NAVY BLVD AND EHRMANN STREET


LOOKING EAST ALONG NAVY BLVD

HAMMOND ENGINEERING, INC.
Florida Certificate of Authorization No. 00009130
Alabama Certificate of Authorization No. 3277

December 7, 2017

Mrs. Allyson Cain
Planning Board Coordinator
Development Services Bureau
3363 West Park Place
Pensacola, Florida 32505

Reference: **Re-zoning Parcel No. 38-2S-30-1000-001-004**
HEI Project No. 17-041

Dear Allyson:

The above referenced parcel is currently zoned MDR and is located on the southwest corner of the Shadow Lawn Lane and Erhmann Street intersection. We are requesting the parcel be re-zoned to Com. as this has been the use of the building since its construction in 1975. The re-zoning will create a conforming use between the existing use and proposed zoning.

We have attached all of the required items listed on the re-zoning application. Please review these items and provide the county's findings at your earliest convenience. Should you have questions or comments, please give us a call.

Sincerely,

HAMMOND ENGINEERING, INC.

Thomas G. Hammond, Jr., PE.
President

Attachments

cc: Team Player Properties, LLC.

Property Reference Number
38-2S-30-1000-001-004

Re-zoning Criteria

A. Consistency with the Comprehensive Plan

The parcel is located in the Mixed Use- Urban (MU-U) Future Land Use District which allows for commercial and residential uses as stated in the Comprehensive Plan, Chapter 7, FLU 1.3.1

FLUM Mixed-Use Urban (MU-U)
General Description: Intended for an intense mix of residential and non-residential uses while promoting compatible infill development and the separation of urban and suburban land uses within the category as a whole.
Range of Allowable Uses:
Residential, retail and services, professional office, light industrial, recreational facilities, public and civic.
Standards:
Residential Maximum Density: 25 du/acre
Non-Residential Minimum Intensity: 0.25 Floor Area Ration (FAR)
Maximum Intensity: 2.0 Floor Area Ratio (FAR)

The proposed re-zoning is consistent with the Comprehensive Plan.

B. Consistency with Zoning District provisions

The parcel is currently zoned MDR (Medium Density Residential). The proposed re-zoning of the subject parcel to Com (Commercial)meets the LDC, Article 1, Section 3-1.3 (h):

ZONING DISTRICT Specific distribution and extent of uses	FUTURE LAND USE (FLU) CATEGORY General distribution and extent of uses								
	AG max 1du/20ac max 0.25 FAR	RC max 2du/ac max 0.25 FAR	MU-S max 25du/ac max 1.0 FAR	MU-U max 25du/ac max 2.0 FAR	C Limited res max 25du/ac max 1.0 FAR	I No res allowed max 1.0 FAR	P No res allowed	REC No res allowed max 0.5 FAR	CON No res allowed
Agr max 1du/20ac	Yes	Yes	No, uses	No, uses	No, uses	No, uses	No, uses	No, uses	No, uses
RR max 1du/ac	No, max density	Yes	No, uses	No, uses	No, uses	No, uses	No, uses	No, uses	No, uses
RMU max 2du/ac	No, max density	Yes	No, uses	No, uses	No, uses	No, uses	No, uses	No, uses	No, uses
LDR max 4du/ac	No, max density	No, max density	Yes	No, uses	No, uses	No, uses	No, uses	No, uses	No, uses
LDMU max 7du/ac	No, max density	No, max density	Yes	Yes	No, uses	No, uses	No, uses	No, uses	No, uses
MDR max 10du/ac	No, max density	No, max density	Yes	Yes	No, uses	No, uses	No, uses	No, uses	No, uses
HDR max 18du/ac	No, max density	No, max density	Yes	Yes	No, uses	No, uses	No, uses	No, uses	No, uses
HDMU max 25du/ac	No, max density	No, max density	Yes	Yes	Yes	No, uses	No, uses	No, uses	No, uses
Com max 25du/ac	No, max density	No, max density	Yes	Yes	Yes	No, res use	No, uses	No, uses	No, uses
HC/LI FLU-restricted max 25du/ac	No, uses	No, uses	No, uses	Yes	Yes	Yes	No, uses	No, uses	No, uses
Ind No res allowed	No, uses	No, uses	No, uses	No, uses	No, uses	Yes	No, uses	No, uses	No, uses
Rec No res allowed	Yes	Yes	Yes	Yes	Yes	No, uses	Yes	Yes	No, uses
Con No res allowed	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Pub No res allowed	No, uses	No, uses	No, uses	No, uses	No, uses	Yes	Yes	No, uses	No, uses

For every combination of zoning district and FLU category represented by the table, "Yes" indicates the zoning is consistent with the FLU. "No" indicates zoning inconsistency with the FLU, primarily for the reason noted.

(Ord. No. 2015-56, § 1, 12-10-2015)

Commercial developments in the Commercial Zoning District are required to meet Locational Criteria (LDC Sec. 3-2.10(d)8(e). The parcel is NOT located along an arterial roadway, therefore Documented Compatibility is established as follows:

Locational Criteria Compatibility Analysis

38-2S-30-1000-001-004

We are requesting the above referenced parcels be re-zoned from MDR to Com.:
Documented compatibility.
A compatibility analysis prepared by the applicant provides competent substantial evidence of unique circumstances regarding the parcel or use that were not anticipated by the alternative criteria, and the proposed use will be able to achieve long-term compatibility with existing and potential uses. Additionally, the following conditions exist:
a. The parcel has not been rezoned by the landowner from the mixed-use, commercial, or industrial zoning assigned by the county.
b. If the parcel is within a county redevelopment district, the use will be consistent with the district's adopted redevelopment plan, as reviewed and recommended by the Community Redevelopment Agency (CRA).

The subject parcels have not been re-zoned by the land owner from mixed-use, commercial, or industrial zoning assigned by the county.

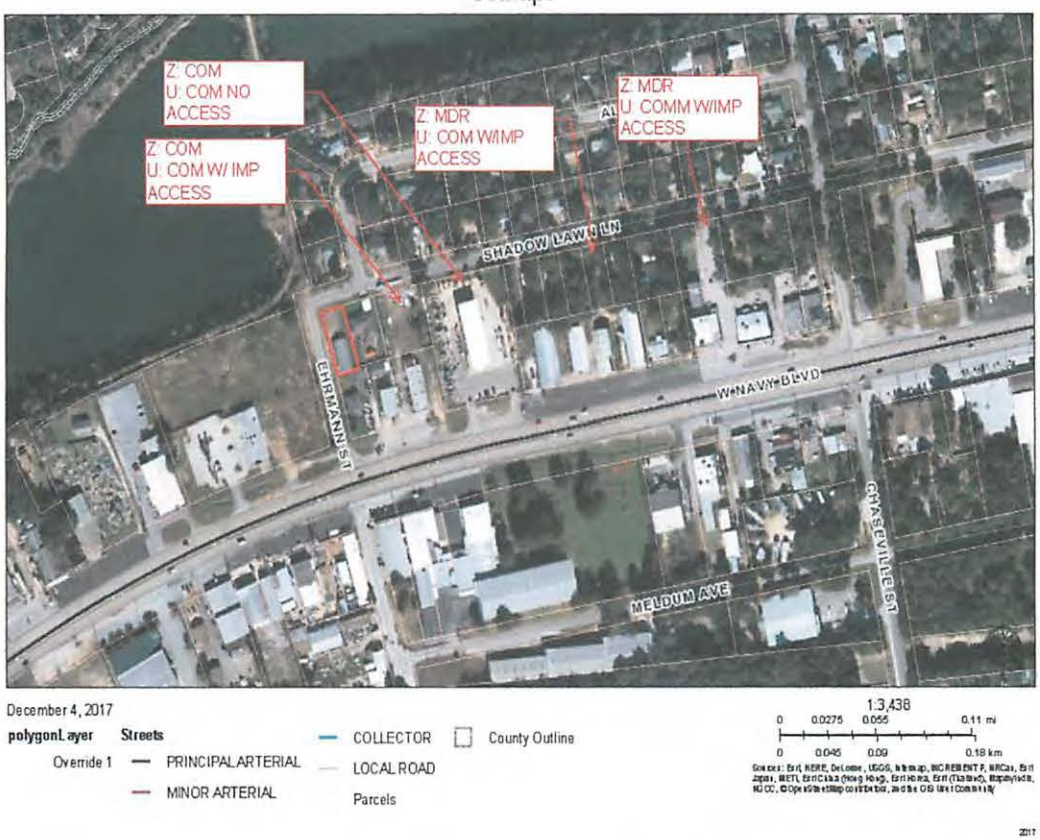
The subject parcels are within a county redevelopment district (Warrington), however nothing within the redevelopment district discourages or prohibits the re-zoning of parcels from MDR to Com.

The parcel to be re-zoned has frontage along Erhmann Street and Shadow Lawn Lane. Both roads are local roads, however there are other existing commercial developments that have frontage and improved driveway access to Shadow Lawn Lane within the same block. There are several more commercial developments with improved access to Shadow Lawn Drive to the east of Chaseville Street. For the most part these accesses are secondary in nature, as the developments also have frontage along Navy Blvd. This is a condition not afforded the subject parcel.

According to the Escambia County Property Appraisers office, the subject parcel was developed as a commercial building in 1975, prior to Escambia County adopting zoning regulations. The parcel appears to have been initially zoned R-2.

The existence of other commercial development with access to Shadow Lawn Lane and the condition of the parcel being a commercial use prior to zoning provides substantial evidence of unique circumstances that indicate the subject parcel and the proposed re-zoning will be able to achieve long term compatibility with existing and potential uses of the surrounding parcels.

GoMaps



The proposed re-zoning is consistent with the Land Development Code.

C. Compatibility with surroundings

The parcel is bordered to the south by a HC/LI zoned, vacant parcel. The parcel is bordered to the east by a MDR zoned, residential use parcel. The parcel directly across Erhmann Street is Com. Zoned and with a commercial use.

Within 500' of the subject parcel there are:

22 parcels with residential use
16 parcels with commercial/light industrial use

24 MDR zoned parcels
1 HDMU zoned parcels
8 HC/LI zoned parcels
5 Com zoned parcels

The proposed re-zoning is compatible with the surrounding uses.

D. Appropriate if Spot Zoning

According to the LDC, spot zoning is defined as:

> *Zoning applied to an area of land, regardless of its size, that is different from the zoning of all contiguous land. Such isolated or "spot" zoning is usually higher in its density or intensity of use than the adjoining zoning and may, therefore, extend privileges not generally extended to property similarly located in the area. Spot zoning is not by itself prohibited, but due to its potentially adverse impacts on adjoining zoning it carries a higher burden of demonstration that, if authorized, it will contribute to or result in logical and orderly development.*

Though the re-zoning of the subject parcel is spot zoning, the proposed Com. Zoning district does not have a higher density or intensity of use as the HC/LI zoned adjoining parcel to the south. The parcel exists today as a commercial developed and used parcel. The surrounding area is a mix of residential, commercial, and light industrial use parcels and the proposed rezoning would result in a logical and orderly development.

Proposed "spot zoning" is appropriate for this parcel.

E. Appropriate with changed or changing conditions

The changed condition for the parcel is the property was developed and used as commercial prior to residential zoning district being applied. The zoning created a non-conforming use. It is in the public interest to allow the rezoning from MDR to Com. which would create a conforming used parcel in a commercial/industrial/residential area developed area.

The rezoning is appropriate considering the changed condition of applying residential zoning to a commercial developed and used parcel.

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

PRZ17120028

Rezoning Application

FOR OFFICE USE ONLY - Case Number: Z 2017-20 Accepted by: AC PB Meeting: 2/6/18

1. **Contact Information:**

   A. **Property Owner/Applicant:** Team Player Properties, LLC

   Mailing Address: 303 Port Royal Way Pensacola, FL 32502

   Business Phone: _____ Cell: 850-602-7682

   Email: cobbnassoc@aol.com

   B. **Authorized Agent (if applicable):** Tom Hammond

   Mailing Address: 3802 North S Street Pensacola, FL 32505

   Business Phone: 850-434-2603 Cell: 850-554-9389

   Email: tom@selanddesign.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: 283 Shadow Lawn Lane Pensacola, FL 32507

   Parcel ID (s): 38-2S-30-1000-001-004

   B. Total acreage of the subject property: 0.2022 ac

   C. Existing Zoning: MDR

   Proposed Zoning: Com. ; explain why necessary and/or appropriate

   Existing use is commercial as is all surrounding uses, adjoining property to the south is zoned HC/LI, and latest zoning changes by the county made the existing property use non-comforming to current zoning.

   FLU Category: MU-U

D. Is the subject property developed (if yes, explain): _____

_____

E. Sanitary Sewer: _____ Septic: _____

3. Amendment Request

Approval conditions. The applicant has the burden of presenting competent substantial evidence to the reviewing board establishing that the requested zoning district would contribute to or result in a logical and orderly development pattern. The appropriate surrounding area within which uses and conditions must be considered may vary with those uses and conditions and is not necessarily the same area required for mailed notification. A logical and orderly pattern shall require demonstration of each of the following conditions:

Please address *ALL* the following approval conditions for your rezoning request. (use supplement sheets as needed)

a. Consistent with Comprehensive Plan. The proposed zoning is consistent with the future land use (FLU) category as prescribed in LDC Chapter 3, and with all other applicable goals, objectives, and policies of the Comprehensive Plan. If the rezoning is required to properly enact a proposed FLU map amendment transmitted for state agency review, the proposed zoning is consistent with the proposed FLU and conditional to its adoption.

PLEASE SEE ATTACHED

b. Consistent with zoning district provisions. The proposed zoning is consistent with the purpose and intent and with any other zoning establishment provisions prescribed by the proposed district in Chapter 3

PLEASE SEE ATTACHED

c. **Compatible with surroundings.** All of the permitted uses of the proposed zoning, not just those anticipated by the rezoning applicant, are compatible, as defined in Chapter 6, with the surrounding uses. The uses of any surrounding undeveloped land shall be considered the permitted uses of the applicable district. Compatibility is not considered with potential conditional uses or with any nonconforming or unapproved uses. Also, in establishing the compatibility of a residential use, there is no additional burden to demonstrate the compatibility of specific residents or activities protected by fair housing law.

PLEASE SEE ATTACHED

d. **Appropriate if spot zoning.** Where the proposed zoning would establish or reinforce a condition of spot zoning as defined in Chapter 6, the isolated district would nevertheless be transitional in character between the adjoining districts, or the differences with those districts would be minor or sufficiently limited. The extent of these mitigating characteristics or conditions demonstrates an appropriate site-specific balancing of interests between the isolated district and adjoining lands.

As per LDC Chapter 6, Spot Zoning is: *Zoning applied to an area of land, regardless of its size, that is different from the zoning of all contiguous land. Such isolated or "spot" zoning is usually higher in its density or intensity of use than the adjoining zoning and may, therefore, extend privileges not generally extended to property similarly located in the area. Spot zoning is not by itself prohibited, but due to its potentially adverse impacts on adjoining zoning it carries a higher burden of demonstration that, if authorized, it will contribute to or result in logical and orderly development*

PLEASE SEE ATTACHED

e. **Appropriate with changed or changing conditions.** If the land uses or development conditions within the area surrounding the property of rezoning have changed, the changes are to such a degree and character that it is in the public interest to allow new uses, density, or intensity in the area through rezoning; and the permitted uses of the proposed district are appropriate and not premature for the area or likely to create or contribute to sprawl.

PLEASE SEE ATTACHED

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): 38-2S-30-1000-001-004

Property Address: 283 SHADOW LAWN LANE

I/We acknowledge and agree that no future development for which concurrency of required facilities and services must be certified shall be approved for the subject parcel(s) without the issuance of a certificate of concurrency for the development based on the actual densities and intensities proposed in the future development's permit application.

I/We also acknowledge and agree that approval of a zoning district amendment (rezoning) or Future Land Use Map amendment does not certify, vest, or otherwise guarantee that concurrency of required facilities and services is, or will be, available for any future development of the subject parcels.

I/We further acknowledge and agree that no development for which concurrency must be certified shall be approved unless at least one of the following minimum conditions of the Comprehensive Plan will be met for each facility and service of the County's concurrency management system prior to development approval:

a. The necessary facilities or services are in place at the time a development permit is issued.

b. A development permit is issued subject to the condition that the necessary facilities and services will be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.

c. For parks and recreation facilities and roads, the necessary facilities are under construction at the time the development permit is issued.

d. For parks and recreation facilities, the necessary facilities are the subject of a binding executed contract for the construction of the facilities at the time the development permit is issued and the agreement requires that facility construction must commence within one year of the issuance of the development permit.

e. The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.3220, F.S., or as amended, or an agreement or development order issued pursuant to Chapter 380, F.S., or as amended. For wastewater, solid waste, potable water, and stormwater facilities, any such agreement will guarantee the necessary facilities and services to be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.

f. For roads, the necessary facilities needed to serve the development are included in the first three years of the applicable Five-Year Florida Department of Transportation (FDOT) Work Program or are in place or under actual construction no more than three years after the issuance of a County development order or permit.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS _____ DAY OF _____, YEAR OF_____

_____.

Signature of Property Owner	JENNIFER COBB TEAM PLAYER PROPERTIES, LLC Printed Name of Property Owner	11/30/17 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 283 SHADOW LAWN LANE, PENSACOLA FL 32503 _____, Florida, property reference number(s) 38-2S-30-1000-001-004 _____ I hereby designate TOM HAMMOND _____ 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 29 day of NOVEMBER the year of, 2017, 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: TOM HAMMOND Email: tom@selanddesign.com

Address: 3802 North S Street Pensacola, FL 32505 Phone: 850-554-9389

Signature of Property Owner	JENNIFER COBB TEAM PLAYER PROPERTIES, LLC Printed Name of Property Owner	11/30/17 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 30 day of Nov. 2017, by Jennifer Cobb.

Personally Known ☒ OR Produced Identification ☐. Type of Identification Produced: _____

Signature of Notary	Melinda L Broome Printed Name of Notary

(Notary Seal)

MELINDA L BROOME
MY COMMISSION # FF 204861
EXPIRES: June 25, 2019
Bonded Thru Pietard Insurance Agency

5. Submittal Requirements

A. _____ Completed application: All applicable areas of the application shall be filled in and submitted to the Planning and Zoning Department, 3363 West Park Place, Pensacola, FL 32505.

B. _____ Application Fees: To view fees visit the website: http://myescambia.com/business/ds/planning-board or contact us at 595-3547

Note: Application fees include a $5 technical fee. Cost of the public notice mailing is to be borne by the applicant. Payments must be submitted prior to 3 pm of the closing date of acceptance of application. Please make checks payable to Escambia County. MasterCard and Visa are also accepted (a 3% fee will be added for credit card payments).

C. _____ Legal Proof of Ownership (ex: copy of Tax Notice or Warranty Deed) **AND** a Certified Boundary Survey (Include Corporation/LLC documentation if applicable.)

D. _____ Compatibility Analysis (if applicable): If the subject property does not meet the roadway requirements of Locational Criteria, a compatibility analysis prepared by the applicant is required to provide substantial evidence of unique circumstances regarding the parcel or use that were not anticipated by the alternative criteria. (See "Documented Compatibility" within the request zoning district of the LDC.)

E. _____ Signed and Notarized Affidavit of Owner/Limited Power of Attorney AND Concurrency Determination Acknowledgement (pages 4 and 5).

By my signature, I hereby certify that:

1) I am duly qualified as owner(s) or authorized agent to make such application, this application is of my own choosing, and staff has explained all procedures relating to this request; and

2) All information given is accurate to the best of my knowledge and belief, and I understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application; and

3) I understand that there are no guarantees as to the outcome of this request, and that the application fee is non-refundable; and

4) I authorize County staff to enter upon the property referenced herein at any reasonable time for purposes of site inspection and authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County staff; and

5) I am aware that Public Hearing notices (legal ad and/or postcards) for the request shall be provided by the Development Services Bureau.

	JENNIFER COBB TEAM PLAYER PROPERTIES, LLC	
Signature of Owner/Agent	Printed Name Owner/Agent	Date
Signature of Owner	Printed Name of Owner	Date

STATE OF Florida COUNTY OF Escambia The foregoing instrument was acknowledged before me this 30 day of Nov. 20 17, by Jennifer Cobb

Personally Known ☒ OR Produced Identification ☐. Type of Identification Produced: _____

Melinda L Broome	MELINDA L BROOME
Signature of Notary	Printed Name of Notary (notary seal)

MELINDA L. BROOME
MY COMMISSION # FF 204661
EXPIRES: June 25, 2019
Bonded Thru Pichard Insurance Agency

Recorded in Public Records 07/31/2012 at 11:41 AM OR Book 6889 Page 440, Instrument #2012058839, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $35.50 Deed Stamps $1015.00

R-35.50
DS-1,015.00

12-053

Record and Return to:
Affiliated Title
2701 SE Maricamp Road #1
Ocala, FL 34471

SPECIAL WARRANTY DEED

THE STATE OF FLORIDA §
§ **KNOW ALL MEN BY THESE PRESENTS**
COUNTY OF ESCAMBIA §

THAT, UPS CAPITAL BUSINESS CREDIT, a Connecticut state-chartered bank ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars ($10.00) cash in hand paid by TEAM PLAYER PROPERTIES, LLC (the "Grantee"), with an address of 5658 Dixie Street, Pensacola, FL 32503, has GRANTED, BARGAINED, SOLD, and CONVEYED, and by these presents does GRANT, BARGAIN, SELL, and CONVEY unto Grantee, the real property more particularly described on **Exhibit "A"** attached hereto, together with all rights, appurtenants, and improvements located thereon (the "Property").

This conveyance is being made by Grantor and accepted by Grantee subject to those certain title exceptions set forth in **Exhibit "B"** attached hereto and made a part hereof for all purposes, but only to the extent that such exceptions are valid, existing, and, in fact, affect the Property.

TO HAVE AND TO HOLD the Property, together with, all and singular, the rights and appurtenances thereto in anywise belonging, to Grantee and Grantee's heirs, executors, administrators, legal representatives, successors, and assigns forever; and subject to the exceptions set forth on the attached **Exhibit "B"**, Grantor does hereby bind Grantor and Grantor's heirs, executors, administrators, legal representatives, successors, and assigns to warrant and forever defend, all and singular, the Property unto the Grantee and Grantee's heirs, executors, administrators, legal representatives, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof by, through, or under Grantor, but not otherwise.

(Signature Page Follows)

EXECUTED to be effective 6/20, 2012.

WITNESSES:

William Platosz

Brian P. Rice

GRANTOR:

UPS CAPITAL BUSINESS CREDIT
a Connecticut state-chartered bank

By: _____
Name: V James Scrunton
Title: Special Asset Manager
425 Day Hill Road, Windsor, CT 06095

THE STATE OF CT §
§ Windsor
COUNTY OF Hartford §

This instrument was acknowledged before me on this 17th day of June, 2012 by V James Scrunton as Special Asset Manager of UPS CAPITAL BUSINESS CREDIT, a Connecticut state-chartered bank, on behalf of said entity.

Notary Public, State of CT

My Commission Expires:
3/31/16

Joanna Aversa
(Print/Type Name of Notary)

JOANNA AVERSA
NOTARY PUBLIC
MY COMMISSION EXPIRES MAR. 31, 2016

EXHIBIT "A"

THE PROPERTY

Lots 3, 4, 39, 40, and 41, Westerly Heights, according to the map or plat thereof as recorded in Plat Book 2, Page 14, of the Public Records of Escambia County, Florida.

AND

THAT PORTION OF LOT 1, BLOCK 4, WESTERLY HEIGHTS, AS RECORDED IN PLAT BOOK 2, AT PAGE 14 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: COMMENCE AT A 4" X 4" CONCRETE MONUMENT MARKING THE SOUTHEAST CORNER OF LOT 2, BLOCK 4 OF SAID WESTERLY HEIGHTS; THENCE GO SOUTHWESTERLY ALONG THE SOUTH LINE OF SAID LOT 2 AND LOT 1, BLOCK 4, AND ALONG THE ARC OF A CIRCULAR CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 4069.83 FEET (DELTA ANGLE= 01 DEGREES 29' 27", CHORD DISTANCE = 95.24 FEET, CHORD BEARING = S 75 DEGREES 29' 55" W) FOR AN ARC DISTANCE OF 95.24 FEET TO A CAPPED IRON ROD STAMPED "TRS" 5939, AND THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE SOUTH LINE OF SAID LOT 1, BLOCK 4, AND ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 4069.83 FEET (DELTA ANGLE = 00 DEGREES 44' 58", CHORD DISTANCE = 52.25 FEET, CHORD BEARING = S 74 DEGREES 27' 01" W) FOR AN ARC DISTANCE OF 52.25 FEET TO A CAPPED IRON ROD STAMPED "TRS 5939" ON THE EASTERLY RIGHT OF WAY LINE OF EHRMANN STREET (50' R/W), SAID POINT BEING THE SOUTHWEST CORNER OF SAID LOT 1, BLOCK 4; THENCE GO N 16 DEGREES 29' 08" W ALONG SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 150.00 FEET TO A CAPPED IRON ROD STAMPED "TRS 5939" TO THE POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY LINE OF SHADOWLAWN LANE (50' R/W), SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 4; THENCE GO NORTHEASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE AND ALONG THE ARC OF A CIRCULAR CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 4119.83 FEET (DELTA ANGLE= 00 DEGREES 47' 39", CHORD DISTANCE = 51.43 FEET, CHORD BEARING = N 74 DEGREES 27' 01" E) FOR AN ARC DISTANCE OF 51.43 FEET TO A CAPPED IRON ROD STAMPED "TRS 5939"; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE GO S 14 DEGREES 07' 27"E A DISTANCE OF 150.03 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"

PERMITTED EXCEPTIONS

Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.

Standby fees, taxes and assessments by any taxing authority for the year 2012, and subsequent years.

Rights or claims of parties in possession.

All visible and apparent easements on or across the property, the existence of which are not shown of record.

Any portion of the subject property lying within the boundaries of any road or roadway, public or private.

Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.

Oil, gas, and other minerals of every kind and character, in, on, and under the property herein described.

The right to use the surface estate for ingress and egress and/or any other right or privilege incident to the ownership of the mineral estate.

Provisions of the Plat of Westerly Heights, recorded in Plat Book 2, Page 14 of the Public Records of Escambia County, Florida.

P:\Real Estate\UP12\UPS Sale of 3840W Navy Blvd Pensacola FL.0048\Deed.001

BOUNDARY & IMPROVEMENTS SURVEY

OF

A PORTION OF SECTIONS 37, 38 & 52, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.



Curve	Delta Angle	Radius	Arc	Chord	Chord Bearing
1 (A)	2°00'01"	3569.83'	124.62'	124.62'	S 79°01'14" W
2 (A)	1°50'23"	3719.83'	119.44'	119.43'	N 79°02'51" E
2 (P)	1°50'54"	3719.83'	120.00'	120.00'	
3 (A)	1°45'23"	4219.83'	129.35'	129.34'	S 78°59'59" W
3 (P)	1°45'15"	4219.83'	129.20'	129.20'	
4 (A)	0°52'35"	4069.83'	62.25'	62.25'	S 77°57'41" W
5 (A)	0°53'06"	3919.83'	60.55'	60.55'	N 77°58'13" E
5 (P)	0°52'37"	3919.83'	60.00'	60.00'	
6 (A)	1°20'27"	4069.83'	95.24'	95.24'	S 75°43'06" W
6 (D)	0°36'21"	4069.83'	95.24'	95.24'	S 75°28'55" W
7 (A)	0°47'35"	4219.83'	58.41'	58.41'	S 76°39'16" W
7 (D)	0°47'36"	4219.83'	58.43'	58.43'	N 74°27'01" E
8 (A)	0°45'03"	4069.83'	53.34'	53.34'	N 76°27'26" E
8 (D)	0°44'08"	4069.83'	52.25'	52.25'	N 74°27'01" W

THE UNDERSIGNED CLIENT(S) ACKNOWLEDGE RECEIPT AND ACCEPTANCE OF THIS SURVEY:

_____
GARY LOWRY

THE PURPOSE OF THIS SURVEY IS FOR A 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), AND COMPANIES:

GARY LOWRY
TEAM PLAYERS PROPERTIES, LLC
FIRST AMERICAN TITLE INSURANCE COMPANY
AFFILIATED TITLE OF MARION COUNTY, LTD

Description (Per information found in O.R. Book 6752, page 736)
(Parcel One)

Lots 3, 4, 39, 40, and 41, Block 4, Westerly Heights, a subdivision of a portion of Section 38, Township 2 South, Range 30 West, according to the map or plat thereof as recorded in Plat Book 2, Page 14, of the Public Records of Escambia County. Florida.
Together with the following described parcel:

(Parcel Two)

THAT PORTION OF LOT 1, BLOCK 4, WESTERLY HEIGHTS, AS RECORDED IN PLAT BOOK 2, AT PAGE 14, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: COMMENCE AT A 4" X 4" CONCRETE MONUMENT MARKING THE SOUTHEAST CORNER OF LOT 2, BLOCK 4, OF SAID WESTERLY HEIGHTS; THENCE GO SOUTHWESTERLY ALONG THE SOUTH LINE OF SAID LOT 2 AND LOT 1,BLOCK 4, AND ALONG THE ARC OF A CIRCUIAR CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 4069.83 FEET (DELTA ANGLE = 01 DEGREES 20' 27"; CHORD DISTANCE = 95.24 FEET; CHORD BEARING = S 75 DEGREES 28' 55" W) FOR AN ARC DISTANCE 0F 95.24 FEET TO A CAPPED IRON ROD STAMPED "TRS" 5939, AND THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE SOUTH LINE OF SAID LOT 1, BLOCK 4, AND ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 4069.83 FEET (DELTA ANGLE = 00 DEGREES 44' 08", CHORD DISTANCE = 52.25 FEET, CHORD BEARING = S 74 DEGREES 27' 01" W) FOR AN ARC DISTANCE OF 52.25 FEET TO A CAPPED IRON ROD STAMPED "TRS 5939" ON THE EASTERLY RIGHT OF WAY LINE OF ERHMANN STREET (60' R/W), SAID POINT BEING THE SOUTHWEST CORNER OF SAID LOT 1, BLOCK 4; THENCE GO N 16 DEGREES 29' 00" W ALONG SAID EASTERLY RIGHT OF WAY LINE A DISI'ANCE OF I5O.OO FEET TO A CAPPED IRON ROD STAMPED "TRS 5939", TO THE POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY LINE OF SHADOW LAWN LANE (60' R/W), SAID POINT ALSO BEING THE NORTHWEST CORNER 0F SAID LOT 1, BLOCK 4; THENCE GO NORTHEASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE AND ALONG THE ARC OF A CIRCULAR CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 4219.83 FEET (DELTA ANGLE = 00 DEGREES 47'36", CHORD DISTANCE = 58.43 FEET, CHORD BEARING = N 74 DEGREES 27' 01" E) FOR AN ARC DISTANCE OF 58.43 FEET TO A CAPPED IRON ROD STAMPED "TRS 5939"; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE GO S 14 DEGREES 07' 27" E, A DISTANCE OF 150.02 FEET TO THE POINT OF BEGINNING.

SOURCE OF INFORMATION: Field Evidence, Recorded Plat

TYPE SURVEY	BASIS OF BEARING
Boundary & Improvements	HELD THE EAST LINE OF LOTS 4 & 39 AS N 10°00'00"W

Surveyors Notes:

1. *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.*
2. *Measurements shown were made to United States standards. The accuracy of measurements shown meet the standards required in the appropriate land area.*
3. *All bearings and/or angles and distances are Deed and Actual unless otherwise noted: Deed = (D); Actual Field Measurement = (A); Plat = (P)*
4. *Underground portions of foundations, footings, or other underground structures were not located unless otherwise noted.*
5. *Fence locations as shown are exaggerated and are not to scale for clarity purposes.*

DRAWN BY CHIP EVANS

LEGEND

o	Degree	R/W	Right of Way
'	Feet or Minutes	P.R.M.	Permanent reference monument
''	Inches or Seconds	R	Radius
N	North	R.P.	Radius Point
S	South	L.A.	Length of Arc
E	East	C.H.	Chord and Chord Bearing
W	West	<0.0>	Existing Spot Elevation
P.C.P.	Permanent Control Point	B.S.L.	Building Setback Line
P.R.C.	Point of Reverse curve	(D)	Deed
P.C.	Point of Curvature	(A)	Actual field measurement
P.T.	Point of Tangency	(P)	Plat
P.O.C.	Point of Commencement	●	1/2" Iron rod-Found
P.O.B.	Point of Beginning	⊕	Capped Iron rod-Found #6783
		◒	Capped Iron rod-Found ILLEGIBLE
		⊛	Capped Iron rod-Found T.R.S.

○	LAMP POST
◎	Iron Pipe Found
◒	Capped Iron rod-set #6832
▲	Nail & disk found
△	Nail & disk set # 6832
■	Concrete Monument found
∅ Ⓜ	Utility Pole Meter
E—E—E	Utility wires overhead
	Concrete or Pavement
N—N—N	Chain link fence
•—•—•	Wooden fence
G—G—G	Buried Gas Line
BC—BC—BC	Buried Cable
	Covered area (porch, carport, etc.)
< >	Denotes Spot Elevations

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THIS MAP DRAWING IS PROTECTED FROM UNATHORIZED USE BY STATE AND FEDERAL COPYRIGHT ACTS. THIS MAP IS NOT TO BE COPIED OR REPRODUCED EITHER IN WHOLE OR PART, OR TO BE USED FOR ANY OTHER PURPOSE. THIS DRAWING CANNOT BE USED FOR THE BENEFIT OF ANY OTHER PERSON, COMPANY, OR FIRM NOT LISTED ON THIS DRAWING WITHOUT THE PRIOR WRITTEN CONSENT OF COPYRIGHT OWNER.

LANDS END SURVEYING, INC.
Lands End Surveying, Inc.
8192 SIX PENCE DRIVE, PENSACOLA, FLORIDA 32514
Telephone: 850-433-8545 FAX: 850-433-8282
Florida Licensed Business #6832
LANDSENDSURVEYING.COM

SCALE: 1" = 30'
FIELD DATE: 4-3-2012
ORDER NO: 148-2005
FIELD BOOK: 175/49,187/36-38

REVISIONS	FIELD BOOK	DATE
RESURVEY	254/49-50	4-3-2012

SURVEYORS CERTIFICATE

I HEREBY STATE THAT I HAVE RECENTLY SURVEYED OR THAT A SURVEY OF THE ABOVE PROPERTY WAS MADE UNDER MY DIRECT SUPERVISION AND THAT THE ABOVE-GROUND SURVEY AND SUBSEQUENT MAP AS SHOWN ARE TO BE TRUE, ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THIS SURVEY AND MAP MEET THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS, PURSUANT TO RULE 17.050 THRU 17.052 AND ALSO STATUTE 472.027 OF THE FLORIDA STATUTES.

PROFESSIONAL LAND SURVEYOR NO. 4247, STATE OF FLORIDA — APRIL 3, 2012 DATE

LARRY E. STEGALL, P.L.S.
LARRY@LANDSENDSURVEYING.COM

LARRY E. STEGALL — LICENSE NUMBER — No. 4247 — NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

INTEROFFICE MEMORANDUM

TO: **Andrew Holmer, Division Manager**
Development Services Department

FROM: **Terri V. Malone, AICP, Transportation Planner**
Transportation & Traffic Operations Division

THRU: **David Forte, Manager**
Transportation & Traffic Operations Division

DATE: **January 22, 2018**

RE: **Transportation & Traffic Operations (TTO) Comments – Z-2017-19**

TTO Staff has reviewed the Rezoning Case (Z)-2017-19, 283 Shadow Lawn Lane, agenda item for the Planning Board meeting scheduled for February 6, 2018. Please see the below comments.

There is an ongoing Access Management and Beautification Project on Navy Boulevard from N. Warrington Road to the Bayou Chico Bridge. This project is being managed by FDOT and is moving from the PD&E stage to design. The project is locally funded by Escambia County. Additionally, there are no roadway improvement projects programmed in the County's Capital Improvement Program within the vicinity of the subject parcel.

Per the Florida-Alabama TPO's Congestion Management Process Plan, Shadow Lawn Lane is classified as a local street and assumed to be functioning within its allowable capacity for traffic volumes. Navy Boulevard is classified as a principal arterial. The maximum level-of-service (LOS) for this roadway segment is LOS D (39,800 trips/day), and as of year 2016 the roadway segment was functioning at a LOS C (21,000 trips/day) during the day and LOS F during the peak hour.

TTO's review is solely based off the application submittal packet, so the comments above hold no bearing on any future TTO comments during the Development Review process.

cc: Horace Jones, Development Services Department Director
Joy Blackmon, P.E., Public Works Department Director
Colby Brown, P.E., Public Works Department Deputy Director

From: Clara F Long (CRA)
To: Terri V. Malone
Cc: John C. Fisher; David V. Forte
Subject: Re: Z-2017-19, 283 Shadow Lawn Lane Rezoning
Date: Monday, January 22, 2018 5:20:30 PM

CRA Comments

The parcel has one building on the site that is not a house and appears to have a commercial use. A house is located directly east of the subject parcel. I am sure the planning department will require adequate buffering as per the LDC.

This parcel is a commercial use with MDR zoning. I don't see any reason to object to the applicant's request to rezone the use to Commercial.

Sent from my iPhone

On Jan 22, 2018, at 4:59 PM, Terri V. Malone <TVMALONE@myescambia.com> wrote:

> Hi John,
>
> We have reviewed the request for rezoning and the TTO division comments are attached.
>
> Regards,
>
> ***Terri V. Malone, AICP***
> Engineering Program Coordinator
> Transportation Planning
>
> ***Escambia County***
> Public Works – Transportation & Traffic Operations
> 3363 Park Place, Pensacola, FL 32505
> Work (850) 595-3425 Mobile (850) 490-0915
>
> ---
>
> **From:** John C. Fisher
> **Sent:** Friday, January 19, 2018 8:59 AM
> **To:** Terri V. Malone <TVMALONE@myescambia.com>; David V. Forte <DVFORTE@co.escambia.fl.us>; Clara F Long (CRA) <cflong@myescambia.com>
> **Subject:** FW: Z-2017-19, 283 Shadow Lawn Lane Rezoning
>
> Please review the rezoning case attached and respond back with any comments for the Feb Planning Board.

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: 2/6/18

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2017-19

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

✓ In Favor _____ Against

*Name: Tom Hammonds

*Address: 3802 N. 'S' St *City, State, Zip: Pensacola FL 32505

Email Address: tom@selandesigns.com Phone: 434 2603

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: 2-6-

Rezoning Quasi-judicial Hearing **OR** **Regular Planning Board Meeting**

Rezoning Case #: Gadsden-Eshman 2-2017-19 **Agenda Item Number/Description:**

_____ In Favor _____ Against

*Name: Edward Robinson

*Address: 128 Shadowlawn *City, State, Zip: Pen Fla 32507

Email Address: _____ Phone: _____

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

Please indicate if you:

☑ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

****

Chamber Rules

1. All who wish to speak will be heard.
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
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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

AI-13699 **Growth Management Report 9. 2.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 03/01/2018
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 February 6, 2018, and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

BACKGROUND:

Rezoning cases Z-2017-18 and Z-2017-19 were heard by the Planning Board on February 6, 2018. 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 2018-_____

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-2017-18**
Address:	733 E Johnson Avenue
Property Reference No.:	21-1S-30-2101-001-002
Property Size:	4.73 (+/-) acres
From:	MDR, Medium Density Residential district (10 du/acre)
To:	HDR, High Density Residential district (18 du/acre)
FLU Category:	MU-U, Mixed-Use Urban

Case No.:	**Z-2017-19**
Address:	283 Shadow Lawn Lane
Property Reference No.:	38-2S-30-1000-001-004
Property Size:	0.20 (+/-) acres
From:	MDR, Medium Density Residential district (10 du/acre)
To:	Com, Commercial district (25 du/acre)
FLU Category:	MU-U, Mixed-Use Urban

DRAFT

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 _____, 2018.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Jeff Bergosh, 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-13700 **Growth Management Report 9. 3.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 03/01/2018
Issue: 5:46 p.m. - Cancellation of A Public Hearing Concerning the Review of an Ordinance Amending Chapter 4, Article 7, Section 4-7.6
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

5:46 p.m. - Cancellation of A Public Hearing Concerning the Review of an Ordinance Amending Chapter 4, Article 7, Section 4-7.6

That the Board of County Commissioners (BCC) cancel the 5:46 p.m., Public Hearing scheduled to review and adopt an Ordinance amending the Land Development Code (LDC) Chapter 4, Location and Use of Regulations, Article 7, Supplemental Use Regulations, Section 4-7.6, to modify existing regulations, to include certain additional industrial operations such as concrete and asphalt recycling within the county, and to further address adverse off-site impacts caused by all such operations.

BACKGROUND:

The Ordinance was advertised on January 27, 2018, for the February 6, 2018, Planning Board meeting and the March 1, 2018, BCC meeting. At the February 6, 2018, Planning Board meeting, the Board Members voted to continue the item to the next months Planning Board meeting.

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

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13717 **Growth Management Report** **9. 1.**
BCC Regular Meeting **Consent**
Meeting Date: 03/01/2018
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:

April 5, 2018

A. 5:45 p.m. - A Public Hearing - Small Scale Map Amendment 2018-01 - 12248 Gulf Beach Highway

Summary: A small-scale amendment to the future land use (FLU) map to change the FLU category of a 1.33 (+/-) acre parcel from Commercial (C) to Public (Pub) at 12248 Gulf Beach Highway.

B. 5:46 p.m. - A Public Hearing to amend the official Zoning map to include the following Rezoning Case to be heard by the Planning Board on March 6, 2018.

Case No.:	**Z-2018-01**
Address:	12248 Gulf Beach Highway
Property Reference No.:	22-3S-31-5001-002-001
From:	Com, Commercial district (25 du/acre)
To:	Pub, Public district (du density limited to vested residential development)
FLU Category:	Pub, Public
Commissioner District:	2
Requested by:	Escambia County, Owner

C. 5:47 p.m. - A Public Hearing - Small Scale Map Amendment 2018-02 - 4100 Block S Blue Angel Parkway

Summary: A small-scale amendment to the future land use (FLU) map to change the FLU category of a 8.955 (+/-) acre parcel from Commercial (C) to Conservation (Con) at 4100 Block S Blue Angel Parkway.

D. 5:48 p.m. - A Public Hearing to amend the official Zoning map to include the following Rezoning Case to be heard by the Planning Board on March 6, 2018.

Case No.:	**Z-2018-02**
Address:	4100 Block S Blue Angel Parkway
Property Reference No.:	18-3S-31-1101-000-000
From:	Com, Commercial district (25 du/acre)
To:	Con, Conservation district (du density limited to vested development)
FLU Category:	Con, Conservation
Commissioner District:	2
Requested by:	Escambia County, Owner

E. 5:49 p.m. - A Public Hearing - Comprehensive Text Plan Amendment - CPA-2018-01 (first of two public hearings)

Summary: The Comprehensive Plan Amendment intends to remove the fiscal year and adoption specific dates from the Florida-Alabama Transportation Planning Organization, (FL-AL TPO), Transportation Improvements Plan (TIP), document. The TIP is frequently updated by the FL-AL TPO and the BOCC does adopt by ordinance, on an annual basis, the most up-to-date copy from the TPO document, as part of the Capital Improvements Annual Update. The second part of the amendment, is to remove Section FLU 1.5.2. The BOCC has previously adopted Ordinance 2015-45, removing minimum residential densities from all Future Land Use categories, therefore making the minimum density requirement of this Section, for MU-S FLU no longer applicable.

F. 5:50 p.m. - A Public Hearing - Including Drive-In or Drive-Through as a Conditional Use in Commercial Zoning district Ordinance

Summary: The Ordinance includes language to allow for drive-in drive-through restaurants in the Commercial zoning district to be able to request a Conditional Use, if the proposed parcel boundary is located within 200 feet from any LDR or MDR zoning district, unless separated by a 50-foot or wider street right-of-way.

G. 5:51 p.m. - A Public Hearing - Ordinances Regarding Mobile Homes - Option One: Conditional Use for Mobile Homes in MDR and HDR zoning district, Option Two: Special-Use Rezoning Process for Mobile Homes, Option Three: Mobile Home as a

Permitted Use in MDR and HDR zoning district

Summary: 1. The Ordinance includes language to establish criteria under which a mobile home may be authorized as a Conditional Use within MDR and HDR zoning districts. 2. The Ordinance includes language that will establish a Special-Use rezoning process, including criteria for the review and process of an application to allow for the placing of a mobile home in MDR and HDR zoning districts. 3. The Ordinance includes language to allow mobile homes as permitted uses within the MDR and HDR zoning districts.

H. 5:52 p.m. - A Public Hearing - Signs Ordinance

Summary: LDC amendment to remedy content-based provisions and other deficiencies in outdoor sign regulations.

I. 5:53 p.m. - A Public Hearing - Use of Cargo Containers Ordinance

Summary: LDC amendment to allow alternative uses of standard industrial shipping containers. ***NOTE: This Ordinance will be pulled at the March 6th Planning Board meeting for additional review. It will be brought back at a later date.***

J. 5:54 p.m. - A Public Hearing - Ordinance Modifying Concrete/Asphalt Crushing Regulations

Summary: The Ordinance includes language to modify existing regulations to include certain additional industrial operations such as concrete crushing and asphalt recycling and to address off-site impacts caused by those operations.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13581 **County Administrator's Report 9. 1.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 03/01/2018
Issue: Externship Program Agreement between Virginia College, LLC and Escambia County, Florida
From: Mike Weaver, Department Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Externship Program Agreement between Virginia College, LLC, and Escambia County, Florida - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the Externship Program Agreement between Virginia College, LLC, and Escambia County, Florida:

A. Approve the Externship Program Agreement, to allow the provision of clinical learning experiences required for applied health occupations, under the auspices of Escambia County Emergency Medical Services (EMS), for certain students of Virginia College; and

B. Authorize the Chairman to sign the Agreement.

BACKGROUND:

Virginia College has established certain training programs in applied health occupations and such programs require the provision of clinical facilities in which students may obtain the clinical learning experiences. The recommended Agreement will establish a partnership whereby Escambia County EMS will provide such clinical training, specifically in the ambulance billing system, for Virginia College students. It will benefit EMS through use of the additional manpower provided by student participants (externs).

The EMS Billing Office Supervisor will provide the necessary oversight and instruction, based on a suitable training program developed in coordination with Virginia College.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney Kristen Hual approved the document as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Agreements require approval by the Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

The development of this Agreement has been coordinated with Virgina College and the County Attorney's Office. Joseph Scialdone, the EMS Billing Office Supervisor, will oversee implementation of the Agreement.

Attachments

Externship Program Agreement

Externship Program Agreement

This Agreement entered into by and between Virginia College, LLC (hereinafter referred to as the "VIRGINIA COLLEGE") and Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "EXTERNSHIP SITE").

WITNESSETH:

WHEREAS, the parties to this Agreement understand that the training at Externship Site and the opportunity to obtain practical experience is for the benefit of the students; the students will work under close personal supervision and are not displacing regular employees; Externship Site is receiving no immediate advantage from the training and, occasionally, Externship Site operation may be less efficient; the students' training with Externship Site will end upon the conclusion of their participation in their programs; the students are not entitled to a job at the conclusion of the training period; and all parties understand that the students and faculty are not employees for any purpose and are not entitled to wages and/or benefits for the time spent in training.

WHEREAS, Virginia College and Externship Site agree that there shall be no monetary consideration paid by either party to the other, it being acknowledged that the program provided hereunder is mutually beneficial. The parties shall cooperate in administering this program in a manner, which will tend to maximize the mutual benefits provided to Virginia College and Externship Site.

WHEREAS, Virginia College and the Externship Site acknowledge an obligation to contribute to the education of students in the community.

WHEREAS, it is to the benefit of both parties that students have practical training opportunities as future practitioners in an environment of quality healthcare.

WHEREAS, it is a fundamental responsibility of both Virginia College and the Externship Site to maintain a cooperative relationship with a mutual obligation of enriching education and providing quality service.

AND WHEREAS, both parties desire to reach an agreement for their separate and mutual responsibility to provide externship training opportunities for students enrolled in the Virginia College program(s) as identified on Appendix A to this Agreement.

THEREFORE, in consideration of their mutual interest, the parties hereby agree:

1. Virginia College will:

    a. Be primarily responsible for the students' learning experiences and provide faculty sufficient to effectively implement the Virginia College Externship Program.

    b. Provide the students with objective guidelines and a telephone number to the supervisors working with the Virginia College Externship Program, but will not be at the assigned sites to supervise students on a daily basis.

    c. Agree to provide preparatory instruction to each student, in accordance with standards mutually agreeable to the parties, and to present for practical experience at Externship Site only those students who have satisfactorily completed the preparatory instructional program.

    d. Instruct all of its students assigned to Externship Site with regard to compliance with all of its rules, regulations, policies, and procedures, including but not limited to those relating to the confidentiality of patient records and information and to the responsibility and authority of Externship Site personnel over patient care and administration.

e. Virginia College shall instruct all of its students that proper attire must be worn at all times at Externship Site.

f. To inform its students and faculty members that they are required to comply with and learn Externship Site's policies, rules, and regulations, including those that relate to the externship, including, but not limited to, confidentiality, infection control and safety, all applicable federal, state and local laws, rules and regulations, and any policies or procedures relating to the Externship Site adopted before or during the term of this Agreement.

g. Students shall be advised that they will participate in the externship on an unpaid basis.

h. Furnish Externship Site with a schedule of dates and hours for practical experience, as well as a list of names and telephone numbers of participating students and faculty.

i. Meet with designated Externship Site personnel for discussions and evaluation of the Virginia College Externship Program.

j. Ensure that both faculty and students are covered by liability insurance as further described in paragraph 8 herein.

2. Externship Site will:

a. Maintain the standards that make it eligible for approval as a practical environment for student instruction.

b. Permit faculty and students to use its patient care facilities for student learning experiences.

c. Assume responsibility for the management of the student activities and for patient/client care. Students will not replace staff or give service apart from its educational value.

d. Assist in orienting the faculty and students and providing them with a thorough understanding of the practice field.

e. Meet with designated faculty members of the Virginia College Externship Program as necessary to discuss and evaluate the student program.

f. Provide access to medical records for educational use, subject to Externship Site's rules regarding patients' privacy, and provide appropriate reference materials and procedures to students.

g. If, in the sole discretion of Externship Site, a student or faculty member is detrimental or disruptive to its operation, Externship Site may deny the student or faculty member access to its facilities.

3. Faculty and students who become injured or ill while at Externship Site are not employees for the purposes of workers' compensation benefits, disability, or any similar payments for such injuries.

4. Virginia College faculty and externship participants shall be advised of their obligation to keep all health-related information strictly confidential and shall at all times comply with applicable federal and state laws regarding the confidentiality of health-related information. The provisions of this article shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

5. The parties to this Agreement understand and agree that (i) the training at the Externship Site and the opportunity to obtain practical experience is for the benefit of the students; (ii) the students will work under close personal supervision of Externship Site employees and are not displacing regular Externship Site employees; (iii) Externship Site is receiving no immediate advantage from the training and, occasionally, Externship Site's operations may be less efficient than normal operations; (iv) the students' training with

Externship Site will end upon the conclusion of their participation in the externship; and (v) the students will not be entitled to a job at the conclusion of the externship.

6. Attached is the syllabus for each program confirmed on page one of this Agreement that is included as part of the Agreement. Each syllabus provides Externship Site with the learning objectives, course requirements, and evaluation criteria for the Externship Program.

7. Virginia College agrees to hold harmless and indemnify Externship Site against any liability, claims, damages, lawsuits, including all costs and expenses incurred in defending any claim which may arise as a result of any actions or inactions of the faculty and/or students in this program.

8. Virginia College agrees to obtain and maintain during the term of this Agreement a general liability policy covering said students and faculty. A certificate of insurance demonstrating liability coverage in the amount of $1,000,000 from the insurance carrier shall be provided to Externship Site upon request.

9. OMIT

10. The parties agree that there will be no discrimination based on race, religion, creed, sex, disability, age, national origin or any other protected class, in any of their policies, practices, or procedures.

11. This Agreement constitutes the entire agreement between the parties and supersedes all prior offers, negotiations, and understandings, whether oral or written, between the parties hereto and may only be modified by a writing executed by both parties. The failure of either party to insist on the performance of any term, condition, covenant or restriction of this Agreement shall not be construed as a waiver or relinquishment of any rights or remedies hereunder or for the future performance of any such term, condition, covenant or restriction and the obligations such party with respect thereto shall continue in full force and effect. No waiver shall be binding upon any party unless set forth in writing signed by or on behalf of such party.

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. This Agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement. Original signatures transmitted by facsimile or .pdf shall be sufficient and binding upon the parties hereto. All notices or communications hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to Virginia College:
Virginia College, LLC
312 E. Nine Mile Road
Suite 34
Pensacola, FL 32514
Attention: Dr. Kim Coolidge

If to the Site:
Board of County Commissioners
Escambia County, Florida
221 Palafox Place, Suite 420
Pensacola, FL 32502
Attention: County Administrator

or to such other persons or places as either party may from time to time designate by written notice to the other.

14. This Agreement shall be effective as of upon the date last executed, and shall continue thereafter for five (5) years or until terminated by either party upon thirty (30) days' written notice of termination. Notwithstanding

the previous sentence, if Externship Site shall terminate this Agreement, those students currently enrolled in the Virginia College Externship Program shall be allowed to finish the then-current academic quarter or semester, as the case may be, with Externship Site.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in several counterparts, each of which shall be deemed an original, as of the day and year below as set forth.

Escambia County, Florida
Externship Site Name

By: _____
(signature)

Print Name: Jeff Bergosh

Title: Chairman, Esc. Co. BOCC

Date: _____

Virginia College, LLC

By: Dr. Kim Coolidge
(signature)

Print Name: Dr. Kim Coolidge

Title: President

Date: 2/1/18

Attachment: Externship syllabus(i)

Approved as to form and legal sufficiency.

By/Title: _____
Date: 2/2/18

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

BY: _____
DEPUTY CLERK

Virginia College Externship Program

Appendix A

The following program(s) is/are covered by this Agreement (check all that apply):

_____ Associate Degree in Nursing

_____ Diagnostic Medical Sonography

_____ Health Services Management

_____ Healthcare Reimbursement

__x__ Medical Assistant

__x__ Medical Billing and Coding

_____ Medical Office Administration

_____ Medical Office Management

_____ Occupational Therapy Assistant

_____ Patient Care Technician

__x__ Pharmacy Technician

__x__ Pharmacy Technology

_____ Practical Nursing

_____ Respiratory Care

__x__ Surgical Technology

_____ Therapeutic Massage

Syllabus

COURSE NUMBER AND TITLE: MAX156 Medical Assistant Practicum I

CONTACT HOURS: 100 (Lecture 0. Lab 0, Practicum 100)

DELIVERY METHOD DISTRIBUTION: (On Ground 100, Digital 0)

ACADEMIC CREDIT: 3 quarter credit hours

PREREQUISITES: MAB155, MAG155, MAP155, MAR155, MAY155

INSTRUCTOR NAME:

INSTRUCTOR CONTACT INFORMATION:

COURSE START DATE: COURSE END DATE:

COURSE DESCRIPTION:

The Medical Assistant Practicum I Course is an opportunity for students to focus on medical assisting skills. The practicum is designed to provide practical on-the-job experiences that augment the student's in-class experiences. Students are required to complete the 100-hour practicum program at a work site connected with their field of study, which normally includes health care facilities such as private or group practices, clinics, and industrial clinics. This course may include out-of-class work such as reading and writing assignments, practice and practical application assignments, and projects.

COURSE OUTCOMES:

Upon completion of the course, the student is expected to:

- Demonstrate basic front office responsibilities
- Demonstrate safe and effective patient care
- Comply with all government standards and regulation with all patient care

TEXTBOOK AND RESOURCE LIST:

During the practicum course, the student utilizes the textbooks and all learned experiences from his/her clinical course work. Further, the student may have access to equipment utilized by the practicum site in order to complete the student's practical performance evaluation.

TEACHING STRATEGIES:

The on-site supervisor will vary depending on the practicum site. The on-site supervisor will guide and oversee the student's learning experience and will participate in student evaluations. The Practicum Coordinator orients the on-site supervisor to the evaluation process and criteria in order to ensure the appropriate and fair measurement of the student's demonstrated competency and skill attainment.

OUTLINE OF COURSE:

- Medical Assistant Practicum
- Professional Development

While the student is at the practicum site, the student is evaluated by the on-site supervisor. The on-site supervisor evaluates each student by completing the applicable form.

The practicum is graded as pass/fail. The student must satisfactorily demonstrate competence on a minimum of 75% of the skills listed on the performance evaluation form. Although we prefer that the skills be performed and evaluated at the site, we can allow students to demonstrate competence on a maximum of 25% of the skills by "observing and critiquing." If your facility will not allow certain skills to be performed by a student, it is requested that the student observe the skill being performed, and then describe and/or critique the salient points with you so that the skill can be marked as "observed." Refer to the catalog for requirements specific to your program.

Syllabus

COURSE NUMBER AND TITLE: MAX157 Medical Assistant Practicum II

CONTACT HOURS: 100 (**Lecture** 0, **Lab** 0, **Practicum** 100)

DELIVERY METHOD DISTRIBUTION: (**On Ground** 100, **Digital** 0)

ACADEMIC CREDIT: 3 quarter credit hours

PREREQUISITES: MAB155, MAG155, MAP155, MAR155, MAY155

INSTRUCTOR NAME:

INSTRUCTOR CONTACT INFORMATION:

COURSE START DATE: **COURSE END DATE:**

COURSE DESCRIPTION:

The Medical Assistant Practicum II course is an opportunity for students to focus on medical assisting skills. The practicum is designed to provide practical on-the-job experiences that augment the student's in-class experiences. Students are required to complete the 100-hour practicum program at a work site connected with their field of study, which normally includes health care facilities such as private or group practices, clinics, and industrial clinics. This course may include out-of-class work such as reading and writing assignments, practice and practical application assignments, and projects.

COURSE OUTCOMES:

Upon completion of the course, the student is expected to:

- Execute basic clerical and medical office duties.
- Demonstrate an ability to perform key patient care competencies.
- Demonstrate an ability to perform basic accounting functions.
- Demonstrate an ability to perform basic recordkeeping procedures.
- Employ appropriate methods to maintain confidentiality in accordance with HIPAA mandates.

- Implement best practices for preventing disease transmission and promoting safety in the medical office in accordance with OSHA and CLIA regulations.
- Demonstrate an ability to implement insurance billing procedures in compliance with industry standards.
- Demonstrate professional skills that enhance success.

TEXTBOOK AND RESOURCE LIST:

During the practicum course, the student utilizes the textbooks and all learned experiences from his/her clinical course work. Further, the student may have access to equipment utilized by the practicum site in order to complete the student's practical performance evaluation.

TEACHING STRATEGIES:

The on-site supervisor will vary depending on the practicum site. The on-site supervisor will guide and oversee the student's learning experience and will participate in student evaluations. The Practicum Coordinator orients the on-site supervisor to the evaluation process and criteria in order to ensure the appropriate and fair measurement of the student's demonstrated competency and skill attainment.

OUTLINE OF COURSE:

- Medical Assistant Practicum
- Professional Development

While the student is at the practicum site, the student is evaluated by the on-site supervisor. The on-site supervisor evaluates each student by completing the applicable form.

The practicum is graded as pass/fail. The student must satisfactorily demonstrate competence on a minimum of 75% of the skills listed on the performance evaluation form. Although we prefer that the skills be performed and evaluated at the site, we can allow students to demonstrate competence on a maximum of 25% of the skills by "observing and critiquing." If your facility will not allow certain skills to be performed by a student, it is requested that the student observe the skill being performed, and then describe and/or critique the salient points with you so that the skill can be marked as "observed." Refer to the catalog for requirements specific to your program.

Syllabus

MBX156 Medical Billing and Coding Specialist Externship I

CONTACT HOURS: 100 (0 Lecture 0 Lab 100 Externship)

ACADEMIC CREDIT: 3 Quarter Credits

PREREQUISITES: AHP155, MBB155, MBG155, MBR155, MBY155

DELIVERY METHOD DISTRIBUTION: (On Ground 100, Digital 0)

INSTRUCTOR NAME:

INSTRUCTOR CONTACT INFORMATION:

COURSE START DATE: COURSE END DATE:

Course Information

Course Description
This externship is designed to provide practical on-the-job experiences that augment the student's in-class experiences. Students are required to complete the 100-hour externship program at a work site connected with their field of study, which normally includes health care facilities such as private or group practices, clinics, and industrial clinics. This course is also designed to develop professional skills and proactive career management.

Course Outcomes

Upon completion of this course, students will be able to:

- Perform clerical skills
- Perform basic accounting and record keeping procedures
- Perform CPT coding
- Perform ICD-10 coding
- Perform HCPCS coding
- Prepare insurance forms
- Process and bill insurance claims
- Demonstrate professional skills that enhance success

Textbooks and Resources:
During the externship course, the student will utilize the textbooks and all learned experiences from his/her clinical course work. Further, the student will have access to equipment utilized by the externship site in order to complete the student's practical performance evaluation.

Any resources provided or assigned in previous courses may be required or used in this course.

Topic Outline:

Assessment and Requirements

While the student is at the externship site, the student is evaluated by the on-site supervisor. The on-site supervisor evaluates each student by completing the applicable form on Curriculum SharePoint.

The externship is graded on a Pass/Fail basis. The student must satisfactorily demonstrate competence on a minimum of 75% of the skills listed on the performance evaluation form. Although we prefer that the skills be performed and evaluated at the site, we can allow students to demonstrate competence on a maximum of 25% of the skills by "observing and critiquing." If your facility will not allow certain skills to be performed by a student, it is requested that the student observe the skill being performed, and then describe and/or critique the salient points with you so that the skill can be marked as "observed."

Refer to the catalog for requirements specific to your program.

Technical Support

Student portal allows password reminders and resets and contains a link to technical support. For Canvas support, the Help link provides immediate assistance http://help.instructure.com/

Library Resources

Resources are available in the college library, as well as the Virtual Library. Research assignments should include the Virtual Library. Students may access the virtual library through the student portal.

Instructional Methods

The on-site supervisor will vary depending on the externship site. The site supervisor will guide and oversee the student's learning experience and will participate in student evaluations. The Externship Coordinator will orient the on-site supervisor to the evaluation process and criteria in order to ensure the appropriate and fair measurement of the student's demonstrated competency and skill attainment.

Syllabus

MBX157 Medical Billing and Coding Specialist Externship II

CONTACT HOURS: 100 (0 Lecture 0 Lab 100 Externship)

ACADEMIC CREDIT: 3 Quarter Credits

PREREQUISITES: AHP155, MBB155, MBG155, MBR155, MBY155

DELIVERY METHOD DISTRIBUTION: (On Ground 100, Digital 0)

INSTRUCTOR NAME:

INSTRUCTOR CONTACT INFORMATION:

COURSE START DATE: COURSE END DATE:

Course Information

Course Description

This externship is designed to provide practical on-the-job experiences that augment the student's in-class experiences. Students are required to complete the 100-hour externship program at a work site connected with their field of study, which normally includes health care facilities such as private or group practices, clinics, and industrial clinics. This course is also designed to develop professional skills and proactive career management.

Course Outcomes

Upon completion of this course, students will be able to:

- Perform clerical skills
- Perform basic accounting and record keeping procedures
- Perform CPT coding
- Perform ICD-10 coding
- Perform HCPCS coding
- Prepare insurance forms
- Process and bill insurance claims
- Demonstrate professional skills that enhance success

Textbooks and Resources:

During the externship course, the student will utilize the textbooks and all learned experiences from his/her clinical course work. Further, the student will have access to equipment utilized by the externship site in order to complete the student's practical performance evaluation.

Any resources provided or assigned in previous courses may be required or used in this course.

Topic Outline:

Date of Last Review: July 17, 2017

Assessment and Requirements

While the student is at the externship site, the student is evaluated by the on-site supervisor. The on-site supervisor evaluates each student by completing the applicable form.

The externship is graded on a Pass/Fail basis. The student must satisfactorily demonstrate competence on a minimum of 75% of the skills listed on the performance evaluation form. Although we prefer that the skills be performed and evaluated at the site, we can allow students to demonstrate competence on a maximum of 25% of the skills by "observing and critiquing." If your facility will not allow certain skills to be performed by a student, it is requested that the student observe the skill being performed, and then describe and/or critique the salient points with you so that the skill can be marked as "observed."

Refer to the catalog for requirements specific to your program.

Technical Support

Student portal allows password reminders and resets and contains a link to technical support. For Canvas support, the Help link provides immediate assistance http://help.instructure.com/

Library Resources

Resources are available in the college library, as well as the Virtual Library. Research assignments should include the Virtual Library. Students may access the virtual library through the student portal.

Instructional Methods

The on-site supervisor will vary depending on the externship site. The site supervisor will guide and oversee the student's learning experience and will participate in student evaluations. The Externship Coordinator will orient the on-site supervisor to the evaluation process and criteria in order to ensure the appropriate and fair measurement of the student's demonstrated competency and skill attainment.

Syllabus

PHARMACY TECHNICIAN EXTERNSHIP I SYLLABUS

COURSE NUMBER AND TITLE: PTX161 Pharmacy Technician Externship I

CONTACT HOURS: 90 (Lecture 0, Lab 0, Externship 90)

DELIVERY METHOD DISTRIBUTION: (On Ground 90, Digital 0)

ACADEMIC CREDIT: 3 quarter credit hours

PREREQUISITES: PTB151, PTG151, PTP151, PTR151, PTY151

INSTRUCTOR NAME:

INSTRUCTOR CONTACT INFORMATION:

COURSE START DATE: COURSE END DATE:

COURSE INFORMATION

COURSE DESCRIPTION:

The Pharmacy Technician Externship I course is an opportunity for students to focus on pharmacy technician skills. The externship is designed to provide practical on-the-job experiences that augment the student's in-class experiences. Students are required to complete the 90-hour externship program at a work site connected with their field of study, which normally includes health care facilities, such as private or group practices, hospital or retail pharmacies, and clinics. Exercises and practice examinations from a Pharmacy Technician Certification Board (PTCB) review book are provided to help students prepare for the Pharmacy Technician Certification Examination (PTCE). This course is also designed to develop professional skills and proactive career management. This course may include both classroom and online activities such as video, tests/quizzes, simulations, and discussion boards.

COURSE OUTCOMES:

Upon completion of the course, the student is expected to:

- Verify that all prescription or medication orders are accurate and have been properly prepared prior to distribution.
- Prepare medications using appropriate pharmacy software.
- Distribute medications.

- Assist the pharmacist in departmental management and patient care.
- Assist the pharmacist in monitoring compliance with state and/or federal laws, regulations, and professional standards.
- Execute proper collection, payment, and billing procedures.
- Control the inventory of medications, equipment, and devices according to departmental policies and procedures.
- Maintain pharmacy equipment and facilities.
- Demonstrate professional skills that enhance success.

TEXTBOOK AND RESOURCE LIST:

Mizner, James J. (2013) *Mosby's Review for the Pharmacy Technician Certification Examination* (3rd ed.). St. Louis, MO: Elsevier Saunders.

During the practicum course, the student utilizes the textbooks and all learned experiences from his/her clinical course work. Further, the student may have access to equipment utilized by the practicum site in order to complete the student's practical performance evaluation.

TEACHING STRATEGIES:

The on-site supervisor will vary depending on the practicum site. The on-site supervisor will guide and oversee the student's learning experience and will participate in student evaluations. The Practicum Coordinator orients the on-site supervisor to the evaluation process and criteria in order to ensure the appropriate and fair measurement of the student's demonstrated competency and skill attainment.

OUTLINE OF COURSE:

N/A

ASSESSMENT

While the student is at the externship site, the student is evaluated by the on-site supervisor. The on-site supervisor evaluates each student by completing the applicable forms.

REQUIREMENTS FOR SUCCESSFUL COMPLETION

To achieve a passing grade for the externship the student must observe at least 50% (12 of 24) of the skills listed being conducted at the facility. Observed skills are not assigned a pass or fail grade, and no notation is made in the P/F column. At the discretion of the supervisor, the student may perform and be assessed on skills. Successfully performed skills count toward the amount of observed skills required for a passing grade. In the appropriate column, please mark "P" for performed skills or "O" for observed skills. The student must also be evaluated on all professional attributes and satisfactorily demonstrate appropriate professional behavior.

Syllabus

PHARMACY TECHNICIAN EXTERNSHIP II SYLLABUS

COURSE NUMBER AND TITLE: PTX162 Pharmacy Technician Externship II

CONTACT HOURS: 90 (Lecture 0, Lab 0, Externship 90)

DELIVERY METHOD DISTRIBUTION: (On Ground 90, Digital 0)

ACADEMIC CREDIT: 3 quarter credit hours

PREREQUISITES: PTX161

INSTRUCTOR NAME:

INSTRUCTOR CONTACT INFORMATION:

COURSE START DATE: COURSE END DATE:

COURSE INFORMATION

COURSE DESCRIPTION:

The Pharmacy Technician Externship II course is an opportunity for students to focus on pharmacy technician skills. The externship is designed to provide practical on-the-job experiences that augment the student's in-class experiences. Students are required to complete the 90-hour externship program at a work site connected with their field of study, which normally includes health care facilities, such as private or group practices, hospital or retail pharmacies, and clinics. Exercises and practice examinations from a Pharmacy Technician Certification Board (PTCB) review book are provided to help students prepare for the Pharmacy Technician Certification Examination (PTCE). This course is also designed to develop professional skills and proactive career management. This course may include both classroom and online activities such as video, tests/quizzes, simulations, and discussion boards.

COURSE OUTCOMES:

Upon completion of the course, the student is expected to:

- Verify that all prescription or medication orders are accurate and have been properly prepared prior to distribution.
- Prepare medications using appropriate pharmacy software.
- Distribute medications.

- Assist the pharmacist in departmental management and patient care.
- Assist the pharmacist in monitoring compliance with state and/or federal laws, regulations, and professional standards.
- Execute proper collection, payment, and billing procedures.
- Control the inventory of medications, equipment, and devices according to departmental policies and procedures.
- Maintain pharmacy equipment and facilities.
- Demonstrate professional skills that enhance success.

TEXTBOOK AND RESOURCE LIST:

Mizner, James J. (2013) *Mosby's Review for the Pharmacy Technician Certification Examination* (3rd ed.). St. Louis, MO: Elsevier Saunders.

During the practicum course, the student utilizes the textbooks and all learned experiences from his/her clinical course work. Further, the student may have access to equipment utilized by the practicum site in order to complete the student's practical performance evaluation.

TEACHING STRATEGIES:

The on-site supervisor will vary depending on the practicum site. The on-site supervisor will guide and oversee the student's learning experience and will participate in student evaluations. The Practicum Coordinator orients the on-site supervisor to the evaluation process and criteria in order to ensure the appropriate and fair measurement of the student's demonstrated competency and skill attainment.

ASSESSMENT

While the student is at the externship site, the student is evaluated by the on-site supervisor. The on-site supervisor evaluates each student by completing the applicable forms.

REQUIREMENTS FOR SUCCESSFUL COMPLETION

To achieve a passing grade for the externship the student must perform at least 75% (18 of 24) of the skills listed and pass all skills performed at the facility. In the appropriate column, please mark "P" for performed skills or "O" for observed skills. The student must also be evaluated on all professional attributes and satisfactorily demonstrate appropriate professional behavior.

Syllabus

SUR2600 6e Surgical Technologist Externship

CONTACT HOURS: 240 (0 Lecture 0 Lab 240 Externship)

ACADEMIC CREDIT: 8 Quarter Credits

PREREQUISITES: Completion of Area of Concentration Course Extern, Successful Completion of the Pre-Externship Skills Checklist, Pass a Skin Test for TB, Vaccinated for Hepatitis B and Rubella, Pass a Urine Drug Screen, Submit to a Criminal Background Check, Approved by the Externship Site, and Program Director Approval

INSTRUCTOR NAME:

INSTRUCTOR CONTACT INFORMATION:

COURSE START DATE: COURSE END DATE:

Course Information

Course Description

In cooperation with surgeons, nurses, surgical technologists and other perioperative care professionals, the advanced student is assigned to a specific clinical setting and assists in the operating room as a surgical technologist.

Course Outcomes

Upon completion of this course, students will be able to:

- Complete 120 scrubbed cases
- Demonstrate practical proficiency in the surgical arena with an understanding of the basic procedures involved with surgical intervention
- Apply the departure from classroom theory to on-the-job training in the operating room
- Effectively communicate and demonstrate decision-making skills with critical thinking for successful performance in the surgical environment
- Maintain high standards of aseptic technique

Textbooks and Resources:

Association of Surgical Technologists. (2013). *Certifying exam study guide* (3rd ed.). Littleton, CO: Association of Surgical Technologists.

Goldman, M. A. (2007). *Pocket guide to the operating room* (3rd ed.). Philadelphia, PA: F. A. Davis.

Any resources provided or assigned in previous courses may be required or used in this course.

Topic Outline:

- Surgical Technology Externship

Assessment and Requirements

Students will be assessed by a variety of methods including participation, in-class activities, out-of-class assignments, quizzes, exams, projects, or other appropriate methods.

Measure	% of Final Grade
Final Competency**	25%
Externship Evaluations and Competencies*	75%
Total	**100%**

*Out-of-class student homework is required as part of this course. Examples of out-of-class student homework may include writing assignments, practice and practical application assignments, and projects.

Refer to your campus course catalog for the grading scale.

** All competencies must be satisfactorily completed in order to pass the course.

Students must pass this course with a final grade of at least 70%. Refer to your catalog for specifics regarding your program of study.

Technical Support

Student portal allows password reminders and resets and contains a link to technical support. For Canvas support, the Help link provides immediate assistance http://help.instructure.com/

Library Resources

Resources are available in the college library, as well as the Virtual Library. Research assignments should include the Virtual Library. Students may access the virtual library through the student portal.

Instructional Methods

Instructional strategies may include lectures, board work, demonstrations, lab activities, classroom exercises, discussions, practice questions, examinations, reading assignments for homework, field trips, guest lectures, group projects, and oral presentations. For Texas Only Maximum Instructor: Student Ratio 20:1

This course may include both classroom and digital activities such as video, tests/quizzes, simulations, and discussion boards. This course will include out-of-class work such as reading and writing assignments, practice and practical application assignments, and projects.

Date of Last Review: September 27, 2017

Addendum

SUR2600 6e Surgical Technologist Externship

Module	Lesson	Classroom Activities		Out-of-Class Work	
1	1 Date(s)	**Classroom Session** o Course Introduction o Class Introduction o Orientation: Extern Schedule and Site o Final Competency	**Points** 265	**Reading** o [illegible] **Assignments** o Time Sheet o Case Log o Tally Sheet o Submit Preceptor Evaluations (3-5) o Submit Self-Evaluation	**Points** 300 100
2	1 Date(s)	**Classroom Session** o Clinical Site 630-330, Monday Tuesday Thursday Friday	**Points**	**Reading** o [illegible] **Assignments** o Time Sheet o Case Log o Tally Sheet o Submit Preceptor Evaluations (3-5) o Submit Self-Evaluation	**Points** 300 100
3	1 Date(s)	**Classroom Session** o Clinical Site 630-330, Monday Tuesday Thursday Friday	**Points**	**Reading** o [illegible] **Assignments** o Time Sheet o Case Log o Tally Sheet o Submit Preceptor Evaluations (3-5) o Submit Self-Evaluation o Sterile Processing Evaluation	**Points** 300 100 100
4	1 Date(s)	**Classroom Session** o Clinical Site 630-330, Monday Tuesday Thursday Friday	**Points**	**Reading** o [illegible] **Assignments** o Time Sheet o Case Log	**Points**

Module	Lesson	Classroom Activities	Out-of-Class Work
			o Tally Sheet o Submit Preceptor Evaluations (3-5) 300 o Submit Self-Evaluation 100 o Month #1 Extern Evaluation 100
5	1 Date(s)	**Classroom Session** **Points** o Clinical Site 630-330, Monday Tuesday Thursday Friday	**Reading** o [illegible] **Assignments** **Points** o Time Sheet o Case Log o Tally Sheet o Submit Preceptor Evaluations (3-5) 300 o Submit Self-Evaluation 100
6	1 Date(s)	**Classroom Session** **Points** o Clinical Site 630-330, Monday Tuesday Thursday Friday	**Reading** o [illegible] **Assignments** **Points** o Time Sheet o Case Log o Tally Sheet o Submit Preceptor Evaluations (3-5) 300 o Submit Self-Evaluation 100
7	1 Date(s)	**Classroom Session** **Points** o Clinical Site 630-330, Monday Tuesday Thursday Friday	**Reading** o [illegible] **Assignments** **Points** o Time Sheet o Case Log o Tally Sheet o Submit Preceptor Evaluations (3-5) 300 o Submit Self-Evaluation 100 o Month #2 Extern Evaluation 100
8	1 Date(s)	**Classroom Session** **Points** o Clinical Site 630-330, Monday Tuesday Thursday Friday	**Reading** o [illegible] **Assignments** **Points** o Time Sheet o Case Log o Tally Sheet o Submit Preceptor Evaluations (3-5) 300

Module	Lesson	Classroom Activities	Out-of-Class Work
			o Submit Self-Evaluation 100
9	1 Date(s)	**Classroom Session** **Points** o Clinical Site 630-330, Monday Tuesday Thursday Friday	**Reading** o [illegible] **Assignments** **Points** o Time Sheet o Case Log o Tally Sheet o Submit Preceptor Evaluations (3-5) 300 o Submit Self-Evaluation 100
10	1 Date(s)	**Classroom Session** **Points** o Clinical Site 630-330, Monday Tuesday Thursday Friday	**Reading** o [illegible] **Assignments** **Points** o Time Sheet o Case Log o Tally Sheet o Submit Preceptor Evaluations (3-5) 300 o Submit Self-Evaluation 100 o Month #3 Extern Evaluation 100
11	1 Date(s)	**Classroom Session** **Points** o Extern at Site o Final Evaluation	**Reading** o [illegible] **Assignments** **Points** o Time Sheet o Case Log o Tally Sheet o Submit Preceptor Evaluations (3-5) 300 o Submit Self-Evaluation 100

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13676 **County Administrator's Report 9. 2.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 03/01/2018
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 two Request for Disposition of Property Forms for the Public Safety Department, for property which is described and listed on the Forms, with reason for disposition stated. The listed items have been found to be of no further usefulness to the County; thus, it is requested that they be auctioned as surplus or disposed of properly.

BACKGROUND:
Escambia County policy establishes the procedures for disposing of surplus or obsolete equipment. The surplus property listed on the attached Request for Disposition of Property has been checked, declared to be obsolete and/or of no use to the County, and suitable to be auctioned disposed of properly.

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
This recommendation is in compliance with FS 274.07 and BCC Policy B-1,2, Section II, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

Recommend the items be picked up for disposal. Please coordinate with Tamika Williams.

Attachments

Disposition of Property Forms

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Public Safety COST CENTER NO: 330206

Tamika L. Williams DATE: 2/8/18

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	55028	True Treadmill		True	2006	Poor

Disposal Comments: The treadmill is stuck in the incline position and the vendor is unable to secure parts due to the age of the treadmill and parts are not readily available.

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: 2/8/18

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 Department COST CENTER NO: 330302

Tamika Williams DATE: 2/8/18

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	55087	Ford Expedition	1FMFU16536LA75530	Ford	2006	Totaled

Disposal Comments: This vehicles was totaled in an accident on January 23, 2018, please see attached Police Report

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: 2/8/18

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

FLORIDA TRAFFIC CRASH REPORT

LONG FORM [X] SHORT FORM [ ] UPDATE [ ]

(Electronic Version)

HIGHWAY SAFETY & MOTOR VEHICLES,
TRAFFIC CRASH RECORDS
NEIL KIRKMAN BUILDING, TALLAHASSEE, FL 32399-0537

Date of Crash	Time of Crash	Date of Report	Invest. Agency Report Number	HSMV Crash Report Number
23/Jan/2018 01:00 PM	23/Jan/2018 01:00 PM	23/Jan/2018 01:57 PM	FHPA18OFF003053	87161395

CRASH IDENTIFIERS

County Code	City Code	County of Crash	Place or City of Crash	Within City Limits	Time Reported	Time Dispatched
09	0	ESCAMBIA	UNINCORPORATED	No	23/Jan/2018 01:27 PM	23/Jan/2018 01:37 PM

Time on Scene	Time Cleared Scene	Completed	Reason (if Investigation NOT Completed)	Notified By
23/Jan/2018 02:37 PM	23/Jan/2018 02:38 PM	Yes		Law Enforcement

ROADWAY INFORMATION

Crash Occured On Street, Road, Highway	At Street Address#	At Lattitude and Longitude
SR-295 (W FAIRFIELD DR)		30.444140000000001 -87.248699999999999

At Feet	Or Miles	Direction	From Intersection With Street, Road, Highway	Or From Milepost #
30		West	CR-453 (NORTH W ST)	

Road System Identifier	Type Of Shoulder	Type Of Intersection
3 State	1 Paved	2 Four-Way Intersection

CRASH INFORMATION (Check if Pictures Taken) [ ]

light Condition	Weather Condition	Roadway Surface Condition	School Bus Related	Manner Of Collision
1 Daylight	1 Clear	1 Dry	1 No	3 Angle

First Harmful Event Type	First Harmful Event	First Harmful Event Location	Within Interchange	First Harmful Event Relation to Junction
	14	1 On Roadway	Yes	2 Intersection

Contributing Circumstances: Road	Contributing Circumstances: Road	Contributing Circumstances: Road
1 None		

Contributing Circumstances: Environment	Contributing Circumstances: Environment	Contributing Circumstances: Environment
1 None		

Work Zone Related	Crash In Work Zone	Type Of Work Zone	Workers In Work Zone	Law Enforcement In Work Zone
1 No				

VEHICLE (Check if Commercial) [ ]

Vehicle	Motor Vehicle Type	Hit and Run	Veh License Number	State	Reg. Expires	Permanent Reg.	VIN
2	1 Vehicle in Transport	1 No	Y21PSF	FL	13/May/2018	No	1D7HA18D94S624022

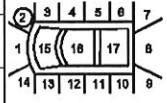
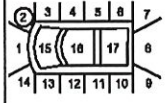
Year	Make	Model	Style	Color	Extent of Damage	Est. Damage	Towed Due To Damage	Vehicle Removed By	Rotation
2004	DODG	RAM1500	PK	GLD	Disabling	25000	Yes	ANGELOS TOWING	Rotation

Insurance Company	Insurance Policy Number
STATE FARM	D709436F1359A4

Name of Vehicle Owner (Check Box If Business)	Current Address (Number and Street)	City and State	Zip Code
DAVID EUGENE KELTNER [ ]	213 S NAVY BLVD	PENSACOLA FL	32507-3613

	License Number	State	Reg. Expires	Permanent Reg.	VIN	Year	Make	Length	Axles
Trailer One:									
Trailer Two:									

Vehicle Traveling:	Direction	On Street, Road, Highway	At Est. Speed	Posted Speed	Total Lanes
	West	SR-295 (W FAIRFIELD DR)	40	45	4

CMV Configuration	Cargo Body Type	Area of Initial Impact	Most Damaged Area
		 18. Undercarriage 19. Overturn 20. Windshield 21. Trailer	 18. Undercarriage 19. Overturn 20. Windshield 21. Trailer

Comm GVWR/GCWR	Trailer Type (trailer one)	Trailer Type (trailer two)

Haz. Mat. Release	Haz Mat. Placard	Number	Class

Motor Carrier Name	US DOT Number

Motor Carrier Address	City and State	Zip Code	Phone Number

Comm/Non-Commercial	Vehicle Body Type	Vehicle Defects (one)	Vehicle Defects (two)	Emergency Vehicle Use	Speciual Function of MV
	3 Pickup	1 None		1 No	1 No Special Function

Vehicle Maneuver Action	Trafficway	Roadway Grade	Roadway Alignment	Most Harmful Event	Most Harmful Event Detail
1 Straight Ahead	1 Two-Way, Not Divided	1 Level	1 Straight	2 Collision with Non-Fixed Object	14 Motor Vehicle in Transport

Traffic Control Device For This Vehicle	First (1) Sequence of Events	Second (2) Sequence of Events	Third (3) Sequence of Events	Fourth (4) Sequence of Events
5 Traffic Control Signal	2 Collision with Non-Fixed Object 14 Motor Vehicle in Transport			

VEHICLE (Check if Commercial) [ ]

Vehicle	Motor Vehicle Type	Hit and Run	Veh License Number	State	Reg. Expires	Permanent Reg.	VIN
1	1 Vehicle in Transport	1 No	TA0407	FL		Yes	1FMFU16536LA75530

Year	Make	Model	Style	Color	Extent of Damage	Est. Damage	Towed Due To Damage	Vehicle Removed By	Rotation
2006	FORD	EXPEDITION	UT	WHI	Disabling	25000	No		

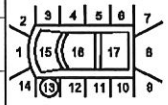
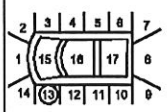
Insurance Company	Insurance Policy Number
ESCAMBIA COUNTY BOC	SELF INSURED

Date of Crash	Date of Report	Invest. Agency Report Number	HSMV Crash Report Number
23/Jan/2018 01:00 PM	23/Jan/2018 01:00 PM	FHPA18OFF003053	87161395

Name of Vehicle Owner (Check Box If Business)	X	Current Address (Number and Street)	City and State	Zip Code
ESCAMBIA COUNTY FLORIDA		601 HIGHWAY 297A	CANTONMENT FL	32533-7693

	License Number	State	Reg. Expires	Permanent Reg.	VIN	Year	Make	Length	Axles
Trailer One:									
Trailer Two:									

Vehicle Traveling:	Direction	On Street, Road, Highway	At Est. Speed	Posted Speed	Total Lanes
	South	CR-453 NORTH W ST	10	45	4

CMV Configuration	Cargo Body Type	Area of Initial Impact	Most Damaged Area
		 18. Undercarriage 19. Overturn 20. Windshield 21. Trailer	 18. Undercarriage 19. Overturn 20. Windshield 21. Trailer

Comm GVWR/GCWR	Trailer Type (trailer one)	Trailer Type (trailer two)

Haz. Mat. Release	Haz Mat. Placard	Number	Class

Motor Carrier Name	US DOT Number

Motor Carrier Address	City and State	Zip Code	Phone Number

Comm/Non-Commercial	Vehicle Body Type	Vehicle Defects (one)	Vehicle Defects (two)	Emergency Vehicle Use	Speciual Function of MV
	16 (Sport) Utility Vehicle	1 None		2 Yes	9 Ambulance

Vehicle Maneuver Action	Trafficway	Roadway Grade	Roadway Alignment	Most Harmful Event	Most Harmful Event Detail
1 Straight Ahead	3 Two-Way, Divided, Unprotected (painted >4 feet) Median	1 Level	1 Straight	2 Collision with Non-Fixed Object	14 Motor Vehicle in Transport

Traffic Control Device For This Vehicle	First (1) Sequence of Events	Second (2) Sequence of Events	Third (3) Sequence of Events	Fourth (4) Sequence of Events
5 Traffic Control Signal	2 Collision with Non-Fixed Object 14 Motor Vehicle in Transport			

PERSON RECORD

Person#	Description	Vehicle #	Name	Date of Birth	Sex	Phone Number	Re-Exam
1	1 Driver	1	PAUL ROEBUCK HENNING	09/Apr/1963	1 Male	850-393-4946	No

Address	City	State	Zip Code
1175 MARY KATE DRIVE	GULF BREEZE	FL	32563

Driver License Number	State	Expires	DL Type	Req. End.	Injury Severity	Ejection
H552696631290	FL	09/Apr/2021	5 E/Operator	3 No Req Endorsement	4 Incapacitating	1 Not Ejected

Restraint System	Air Bag Deployed	Helmet Use	Eye Protection	Seating Location Seat	Seating Location Row	Seating Location Other
3 Shoulder and Lap Belt Used	4 Deployed-Side		3 Not Applicable	1 Left	1 Front	1 Not Applicable

Drivers Actions at Time of Crash (first)	Drivers Actions at Time of Crash (second)	Driver Distracted By	Vision Obstruction
77 Other Contributing Action		1 Not Distracted	3 Parked/Stopped Vehicle

Drivers Actions at Time of Crash (third)	Drivers Actions at Time of Crash (fourth)	Drivers Condition at Time of Crash
		1 Apparently Normal

Suspected Alcohol Use	Alcohol Tested	Alcohol Test Type	Alcohol Test Result	BAC	Suspected Drug Use	Drug Tested	Drug Test Type	Drug Test Result
1 No	1 Test Not Given				1 No	1 Test Not Given		

Source of Transport to Medical Facility	EMS Agency Name or ID	EMS Run Number	Medical Facility Transported To
2 EMS	ESCAMBIA COUNTY EMS	1803581	BAPTIST HOSPITAL

PERSON RECORD

Person#	Description	Vehicle #	Name	Date of Birth	Sex	Phone Number	Re-Exam
2	1 Driver	2	DAVID EUGENE KELTNER	13/May/1950	1 Male	541-591-2677	No

Address	City	State	Zip Code
213 S NAVY BLVD	PENSACOLA	FL	32507

Driver License Number	State	Expires	DL Type	Req. End.	Injury Severity	Ejection
K435165501730	FL	13/May/2025	5 E/Operator	3 No Req Endorsement	2 Possible	1 Not Ejected

Restraint System	Air Bag Deployed	Helmet Use	Eye Protection	Seating Location Seat	Seating Location Row	Seating Location Other
3 Shoulder and Lap Belt Used	3 Deployed-Front		3 Not Applicable	1 Left	1 Front	1 Not Applicable

Drivers Actions at Time of Crash (first)	Drivers Actions at Time of Crash (second)	Driver Distracted By	Vision Obstruction
1 No Contributing Action		1 Not Distracted	3 Parked/Stopped Vehicle

Drivers Actions at Time of Crash (third)	Drivers Actions at Time of Crash (fourth)	Drivers Condition at Time of Crash
		1 Apparently Normal

Suspected Alcohol Use	Alcohol Tested	Alcohol Test Type	Alcohol Test Result	BAC	Suspected Drug Use	Drug Tested	Drug Test Type	Drug Test Result
1 No	1 Test Not Given				1 No	1 Test Not Given		

Source of Transport to Medical Facility	EMS Agency Name or ID	EMS Run Number	Medical Facility Transported To
1 Not Transported			

WITNESSES

Name	Address	City	State	Zip Code
DARRIUS ANTONEL SCHAD	16 MANDARYN DR	PENSACOLA	FL	32507

WITNESSES

Date of Crash	Date of Report	Invest. Agency Report Number	HSMV Crash Report Number
23/Jan/2018 01:00 PM	23/Jan/2018 01:00 PM	FHPA18OFF003053	87161395

Name	Address	City	State	Zip Code
TERESA ARNOLD GRADIA	PO BOX 817	CENTURY	FL	32535

NARRATIVE

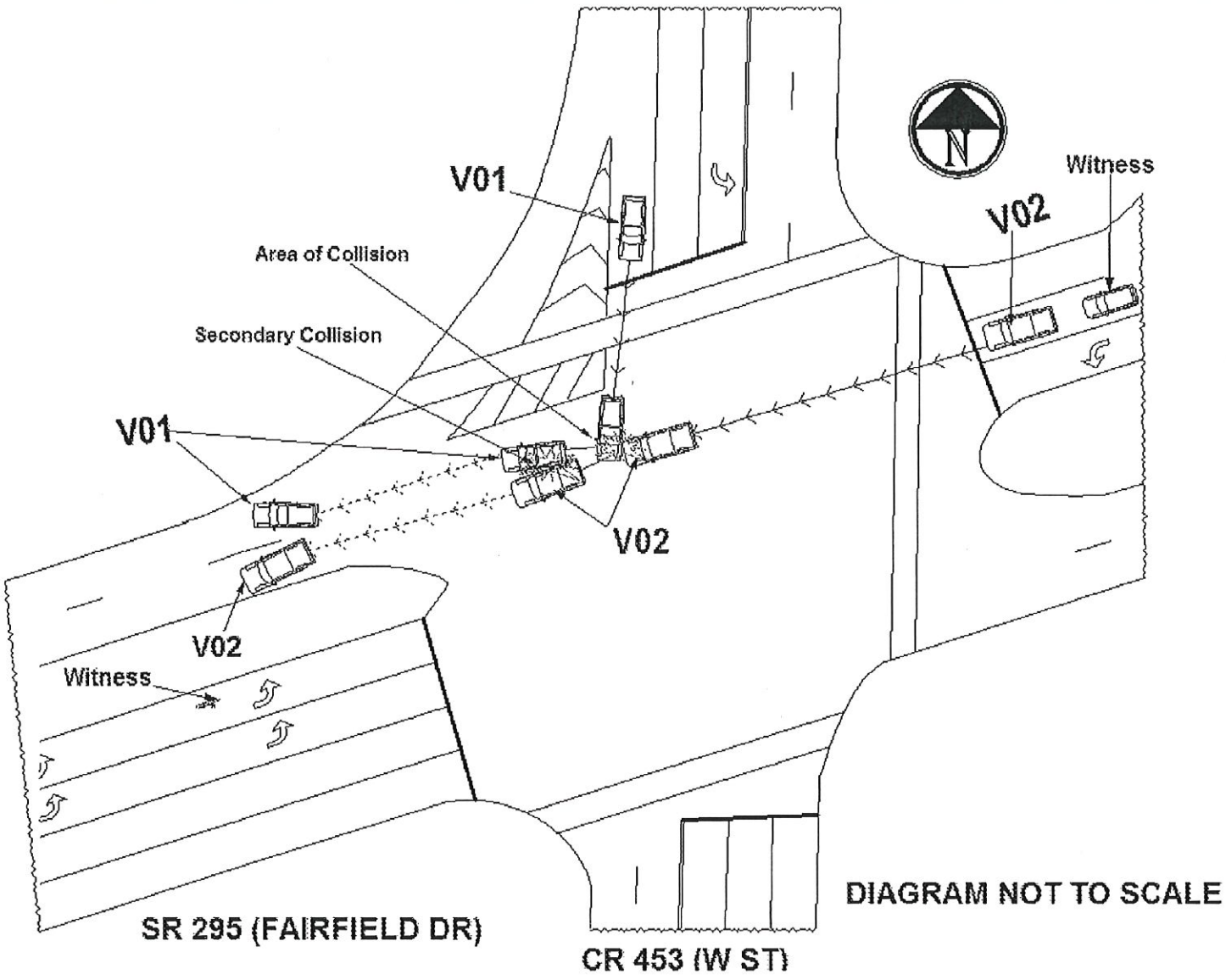
ID Number	Rank	Name	Troop / Post	Officer Agency	Phone Number	Date Created
3658	TROOPER	W. LEON	A	FLORIDA HIGHWAY PATROL	850-484-5000	Jan 23, 2018

V01 is a marked Escambia County Emergency Medical Services vehicle. V01 is equipped with special markings, flashing emergency lights and audible siren. V01 was responding to an emergency call with emergency lights and siren activated. V01 was traveling in the outside (right) southbound lane on CR-453 (North W St) approaching the intersection at SR 295 (W Fairfield Drive). V02 was traveling in the inside (left) westbound lane on SR-295 (W Fairfield Drive) approaching the intersection at CR-453 (North W Street) with a green traffic signal displayed. V01 stopped for the red traffic signal on CR-453 and began to proceed through the intersection. Due to stopped traffic the driver of V01 could not see V02 approaching the intersection. As V01 was crossing the intersection with emergency equipment activated, V02 was also crossing the intersection. As a result, V02's front (right portion) collided with V01's driver's side (front portion). Due to the force of the initial impact, V01's driver's side (rear portion) impacted with V02's passenger's side (rear portion). V01 came to final rest in the inside westbound lane facing northwest, west of the intersection. V02 came to final rest in the outside westbound lane facing west, west of the intersection.

REPORTING OFFICER

ID/Badge #	Rank and Name	Department	Type of Department
3658	TROOPER W. LEON	FLORIDA HIGHWAY PATROL	FHP

Date of Crash	Date of Report	Invest. Agency Report Number	HSMV Crash Report Number
23/Jan/2018 01:00 PM	23/Jan/2018 01:00 PM	FHPA18OFF003053	87161395



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13652 **County Administrator's Report 9. 3.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 03/01/2018
Issue: Request for Disposition of Property
From: Allison Brice, HR Associate II
Organization: Human Resources
CAO Approval:

RECOMMENDATION:
Recommendation Concerning the Request for Disposition of Property for the Human Resources Department - Eric Kleinert, Human Resources Department Director

That the Board approve the Request for Disposition of Property Form for the Human Resources Department, for property which is described and listed on the form, with the stated reason for disposition. The listed item has been found to be of no further usefulness to the County; thus, it is requested this item be 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 Form has been checked, declared to be no use to the County, and suitable to be 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 item be picked up for disposal. Please coordinate with Allison Brice.

Attachments

Disposition-54261

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Human Resources - Benefits COST CENTER NO: 150107

Allison Brice DATE: 02/02/18

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Allison Brice Phone No: 595.4992

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	54261	Multifunction Printer copier Minolta 3510	31750775	BIZHUB D1 3510	2005	unable to repair

Disposal Comments: local vendor can no longer get parts for the printer/copier. Plan to drop-off at Waste Services

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: 02/05/2018

FROM: Escambia County Department Director (Signature): EAK

Director (Print Name): Eric A. Kleinert

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-13664 **County Administrator's Report 9. 4.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 03/01/2018
Issue: Property Disposal/Health Department
From: John J. Lanza, MD, PhD, MPH, FAAP, Director
Organization: Florida Dept. of Health in Esc. Co.
CAO Approval:

RECOMMENDATION:
Recommendation Concerning the Request for Disposition of Property for the Florida Department of Health in Escambia County - John J. Lanza, MD, PhD, MPH, FAAP, Director, Florida Department of Health, Escambia

That the Board approve the two Request for Disposition of Property Forms for the Florida Department of Health in Escambia County, declare surplus, and authorize the disposition of the assets shown in the lists provided. The assets listed are County assets held and utilized by the Florida Department of Health in Escambia County.

BACKGROUND:
Florida Statutes requires the Board of County Commissioners to declare surplus all assets listed on the County's fixed asset inventory that will be disposed. The vehicle and computer equipment are no longer fit for their intended use. Escambia County Risk Management will coordinate the salvage of the vehicle.

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:

Upon approval by the Board, Risk Management will coordinate the salvage of the vehicle. Vehicle is located at the Health Department.

Attachments

Disposition of Property FDOH

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Florida Department of Health in Escambia COST CENTER NO: _____

Linda Moyer DATE: February 6, 2018

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Linda Moyer Phone No: 595-6500 x1010

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	54188	International 21' Truck	1HTJUZRM7JH621258		1988	POOR

Disposal Comments: Truck is barely operational and needs major repairs.

INFORMATION TECHNOLOGY (IT Technician): N/A

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: 2/20/18

FROM: Escambia County Department Director (Signature): _____

Director (Print Name): John J. Lanza, MD, PhD, MPH, FAAP

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: Florida Department of Health in Escambia COST CENTER NO: _____

Linda Moyer DATE: February 16, 2018

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Linda Moyer Phone No: 595-6500 x1010

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
		SEE ATTACHED				

Disposal Comments: Equipment is obsolete and no longer fit for intended use.

INFORMATION TECHNOLOGY (IT Technician): Rudy Lopez

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 2-16-18 Information Technology Technician Signature: Rudy Lopez

Date: 02/16/18

FROM: Escambia County Department Director (Signature): _____

Director (Print Name): John J. Lanza, MD, PhD, MPH, FAAP

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

Florida Department of Health in Escambia County

Property Number	Descripton of Item	SERIAL NO	MODEL NO	Year	CONDITION
52041	LASER PRINTER	SJPKF32609	4600DN	5/23/2003	Poor
60390	COMPUTER-DELL	1PX8HX1	OPTIPLEX 7010	6/25/2013	FAIR
60399	COMPUTER-DELL	1QH7HX1	OPTIPLEX 7010	6/25/2013	FAIR
60406	COMPUTER-DELL	1RW8HX1	OPTIPLEX 7010	6/25/2013	FAIR
60408	COMPUTER-DELL	1QJ8HX1	OPTIPLEX 7010	6/25/2013	FAIR
60409	COMPUTER-DELL	1RM7HX1	OPTIPLEX 7010	6/25/2013	FAIR
60415	COMPUTER-DELL	1S58HX1	OPTIPLEX 7010	6/25/2013	FAIR
60416	COMPUTER-DELL	1R87HX1	OPTIPLEX 7010	6/25/2013	FAIR
60420	COMPUTER-DELL	1RK8HX1	OPTIPLEX 7010	6/25/2013	FAIR
60421	COMPUTER-DELL	1R67HX1	OPTIPLEX 7010	6/25/2013	FAIR

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13719 **County Administrator's Report 9. 5.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 03/01/2018
Issue: 5:32 p.m. Public Hearing Request - Navy Oaks Street Lighting MSBU
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:
Recommendation Concerning the Scheduling of a Public Hearing for the Navy Oaks Street Lighting Municipal Services Benefit Unit - Stephan Hall, Budget Manager, Management and Budget Services

That the Board authorize the scheduling of a Public Hearing on March 15, 2018, at 5:32 p.m., to consider adoption of an Ordinance creating the Navy Oaks Street Lighting Municipal Services Benefit Unit (MSBU).

BACKGROUND:
The property developer of Navy Oaks has submitted a letter of request asking to create a street lighting MSBU. The letter of request is sufficient to meet the MSBU Guidelines and Procedures because the developer owns greater than fifty-five percent of parcels in the subdivision.

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
The Board must approve the scheduling of public hearings.

IMPLEMENTATION/COORDINATION:

The property owners will be notified of the date, time and place of the public hearing by mail and by advertisement in the Pensacola News Journal.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13687 **County Administrator's Report 9. 6.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 03/01/2018
Issue: State of Florida, Division of Emergency Management, Federally-Funded Subgrant Agreement - Flood Mitigation Assistance Grant Modification
From: Tim Tolbert, Building Official/Department Director
Organization: Building Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the State of Florida, Division of Emergency Management, Federally-Funded Subgrant Agreement - Flood Mitigation Assistance Grant Modification - Tim Tolbert, Building Official, Department Director

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

A. Approve the Modification to Subgrant Agreement between the Division of Emergency Management and Escambia County, to modify the Federally-Funded Subgrant Agreement - Flood Mitigation Assistance Grant Program, providing an extension to Project Number FMA-PJ-04-FL-2014-025 through September 30, 2018; and

B. Authorize the Chairman to sign the Agreement.

BACKGROUND:

The State of Florida Division of Emergency Management distributes grants for the mitigation of repetitive losses. The State issues these funds to jurisdictions as subgrant recipients to be used for prevention of repetitive losses. Escambia County, as a participant in the National Flood Insurance Program ("NFIP"), was qualified and eligible to receive these grant funds for the locations specified under the Agreement. The grant fund is being administered by a DEM approved third party, Arcadis U.S., Inc., pursuant to the original Agreement that was approved by the Board of County Commissioners on November 5, 2015. The original Agreement had an expiration date of September 30, 2017. The State DEM has provided this modification to extend the expiration date of the Grant to September 30, 2018.

BUDGETARY IMPACT:

This DEM Subgrant is federally funded and includes a cost share by each Grant Recipient. Escambia County, as the sub-recipient, will be required to reimburse the Grant Recipients and then receive reimbursement for those expended funds from the State. Grant administration fees are also paid from the funds.

LEGAL CONSIDERATIONS/SIGN-OFF:

This Modification to the previously approved Agreement has been reviewed and approved as to form and legal sufficiency by Barbara Ellis-Wiggins, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board requires its approval of Agreements and Modifications to approved Agreements.

IMPLEMENTATION/COORDINATION:

Upon final approval by the Board and the State, Escambia County Building Services Department will coordinate with the State of Florida and the approved third party administrator regarding the projects.

Attachments

Modification to FEMA Subgrant Agreement

Original BCC Approved FEMA Subgrant Agreement

Contract Number: 16FM-J8-01-27-01-265
Project Number: FMA-PJ-04-FL-2014-025

MODIFICATION TO SUBGRANT AGREEMENT BETWEEN THE DIVISION OF EMERGENCY MANAGEMENT AND ESCAMBIA COUNTY

This Modification Number One made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and Escambia County ("the Recipient") to modify Contract Number 16FM-J8-01-27-01-265, dated January 11, 2016, ("the Agreement").

WHEREAS, the Division and the Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to the Recipient under the Hazard Mitigation Grant Program of $641,726.89, in Federal Funds; and

WHEREAS, the Division and the Recipient desire to modify the Agreement; and

WHEREAS, the Agreement expired on September 30, 2017; and

WHEREAS, the Division and the Recipient desire to reinstate and extend the terms of the Agreement.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

1. The Agreement is hereby reinstated and extended as though it had never expired.

2. Paragraph 3 of the Agreement is hereby amended to read as follows:

   (3) PERIOD OF AGREEMENT

   This Agreement shall begin January 11, 2016 and shall end September 30, 2018, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

3. The Budget and Scope of Work, Attachment A to the Agreement, are hereby modified as set forth in 1st Revision Attachment A to this Modification, a copy of which is attached hereto and incorporated herein by reference.

4. All provisions of the Agreement being modified and any attachments in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective on the date of execution of this Modification by both parties.

5. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

6. Quarterly Reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the dates set out below.

RECIPIENT: ESCAMBIA COUNTY

By:_____
Jeff Bergosh
Name and Title: Chairman

Date: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

(S E A L)

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By:_____

Name and Title: Wesley Maul, Director

Date: _____

Approved as to form and legal sufficiency.

By/Title: B Ellis-Lee ACA
Date: 02/13/2018

Attachment A

Budget and Scope of Work

FMA-PJ-04-FL-2014-025

(1st Revision)

HOMEOWNERS	PROPERTY ADDRESSES
John and Carla Stein	7919 Mobile Highway, Pensacola, Florida 32506
David and Carolyn Dike	14150 Gorham Road, Pensacola, Florida 32507
Janey Wiles	14111 Gorham Road, Pensacola, Florida 32507

STATEMENT OF PURPOSE

The purpose of this Scope of Work (SOW) is to provide protection to three residences in Escambia County, Florida. The project is funded through the Flood Mitigation Assistance Grant Program (FMA) **FMA-PJ-04-FL-2014-025** as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA). The project intends to retrofit the three single-family residences identified above to reduce and/or mitigate the damage that might otherwise occur from flooding, severe weather or other hazards.

The Recipient, Escambia County, agrees to administer and complete the project per the application submitted by the Recipient and subsequently approved by the Division and FEMA. The Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations, and Codes.

PROJECT OVERVIEW:

As a Flood Mitigation Assistance Grant Program (FMA) project, the Recipient, Escambia County, shall ensure that the three residences identified above that are located in a Special Flood Hazard Area, are mitigated against future flood damage through mitigation reconstruction projects where the existing structures are demolished and a hazard-resistant, code-compliant structure is built on the same site. The lowest finished floor of all three structures will be elevated above the Base Flood Elevation. Any enclosed space at grade level will have hydrostatic vents and can only be used for storage or parking. The square footage of the newly constructed and elevated structures shall be no more than ten (10) percent greater than that of the original structure.

Each of the completed residences shall meet the requirements of the Florida Building Code and/or Floodplain Management Ordinance of Escambia County or any other applicable local regulation.

TASKS & DELIVERABLES:

A. Tasks

1. The Recipient, Escambia County, shall enter into a Flood Mitigation Project Agreement with the homeowners that pass along the terms of this Federally-funded Subgrant Agreement. The Agreement for mitigation reconstruction will be between the homeowners and their selected building contractor. The Recipient will ensure that any

agreement between homeowners and contractor will contain the language from Section 14 (Subcontracts) of this agreement.

The homeowners and contractors shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractors shall maintain all work staging areas in a neat and presentable condition.

The Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects and will provide an executed "Debarment, suspension, Ineligibility, Voluntary Exclusion Form" for each contractor or subcontractor performing services under this Agreement.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Recipient.

The Recipient shall provide copies of professional licenses for contractors selected to perform services. The Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

2. The Recipient shall fully perform the approved project, as described in the application, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein, the allocation of funds indicated herein, and all applicable terms and conditions. The Recipient shall not deviate from the approved project terms and conditions.

   Upon completion of Task 2, the Recipient shall submit the following documents with sufficient supporting documentation, and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation shall include:

   a) Homeowner's Statement of Voluntary Participation if not included in the original grant application.

   b) Local Building Official's Demolition Permit, if applicable

   c) A copy of the Local Building Official Inspection Report and Final Approval, as applicable.

   d) A copy of the Certificate of Occupancy issued by the local authority.

   e) A copy of Elevation Certificate before mitigation, if available.

   f) A copy of the Elevation Certificate after mitigation.

   g) Any available documentation to proof that the square footage of the newly constructed and elevated structure does not exceed 10 percent of the original square footage.

   h) All Product Specifications / Data Sheets(s) (technical standards) satisfying protect requirements on all products utilized, as applicable

i) Confirmation that the Recipient has recorded a "Deed Restriction Notice" for the project property located within a SFHA utilizing the Model provided on the FEMA website, www.FEMA.gov. The Recipient is also required to maintain this property in accordance with the flood plain management criteria of Title 44 of the Code of Federal Regulations Part 60.3 and City/County Ordinance." The deed notice with flood insurance requirements shall include this language: *"This property has received Federal hazard mitigation assistance. Federal law requires that flood insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property, pursuant to 42 U.S.C. paragraph 515a, failure to maintain flood insurance on this property may prohibit the owner from receiving Federal disaster assistance with respect to this property in the event of a flood disaster. The Property Owner is also required to maintain this property in accordance with the floodplain management criteria of 44 CFR 60.3 and City/County Ordinances."*

j) Letter verifying compliance with the National Historic Preservation Act, to include whether archaeological material or human remains were encountered during project activities, and if so, how they were handled.

k) Verification that best management practices (BMPs) were followed throughout project activities.

l) Copies of all required hazardous waste permits required by local, state or federal agencies, if applicable.

3. During the course of this agreement the Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Recipient shall submit an Affidavit signed by the Recipient's project personnel with each reimbursement request, attesting to the completion of the work, disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Recipient shall maintain accurate time records. The Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expenses: The Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Project Management Expenses: The recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged

for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third party in-kind services, if applicable, shall be conducted by the Division in coordination with the Recipient. Quarterly Reports shall be submitted by the Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, and plans. The requests for reimbursement shall include:

a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;

b) Proof of payment from the Recipient to the contractor, subcontractor, and/or vendor for invoiced services;

c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount;

The Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B. Deliverables

Mitigation activities consist of demolishing the existing three Escambia County, Florida residences identified earlier and constructing new structures on an elevated foundation system. The lowest finished floor of all three structures will be elevated above the Base Flood Elevation. Any enclosed space at grade level will have hydrostatic vents and can only be used for storage or parking. The square footage of the newly constructed and elevated structures will be no more than ten (10) percent greater than that of the original structure.

Provided the Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

Engineering:

1) When the project is finished, the Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
2) The Recipient shall provide a copy of the local official Inspection Report and/or Final approval; as applicable.

3) The Recipient shall provide a copy of the Certificate of Occupancy issued by the local authority.

4) Recipient shall provide a copy of the Elevation Certificate before mitigation, if available.

5) Recipient shall provide a copy of the Elevation Certificate after mitigation. All Product Specifications / Data Sheets(s) (technical standards) satisfying protect requirements on all products utilized, as applicable.

6) Recipient shall provide any available documentation to proof that the square footage of the newly constructed and elevated structure does not exceed 10 percent of the original square footage.

7) All installations shall be done in strict compliance with the Florida Building Code and/or Floodplain Management Ordinance of Escambia County or any other applicable local regulation.

8) The materials and work funded pursuant to this Subgrant Agreement are intended to decrease the vulnerability of the building to property losses and are specifically not intended to provide for the safety of inhabitants before, during or after a natural manmade disaster.

Environmental:

1) The Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local environmental permits and clearances may jeopardize federal funding. If project work is delayed for a year or more after the date of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies must be redone.

2) Any change, addition or supplement to the approved mitigation measure or scope of work that alters the project (including other work not funded by FEMA, but done substantially at the same time) shall require resubmission to the Division and FEMA for revaluation of compliance with the National Environmental Protection Act (NEPA) and Section 106 of the National Historic Preservation Act (NHPA) prior to initiation of any work. Non-compliance with these requirements may jeopardize FEMA's ability to fund this project. A change in the scope of work must be approved by the Division and FEMA *in advance regardless of the budget implications*.

3) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

4) Best Management Practices (BMPs) shall be used during project construction.

5) If human remains or intact archaeological deposits are uncovered, work in the vicinity of the discovery will stop immediately and all reasonable measures to avoid or minimize harm to the finds will be taken. The Recipient will ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries. The Recipient's contractor will provide immediate notice of such discoveries to the Recipient. The Recipient shall contact the Florida Division of Historic Resources (SHPO), the Division, and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA has completed consultation with the Division, SHPO, Tribes, and other consulting parties as necessary. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with *Florida Statutes, Section 872.05*.

Programmatic:

1) The Recipient must notify the Division as soon as significant developments becomes known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
2) The Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.
3) Any extension of the Period of Performance shall be submitted to FEMA, 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted along with substantiation of new expiration date, and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
4) The Recipient must avoid duplication of benefits between the FMAP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

FINANCIAL CONSEQUENCES:

If the Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1) Temporarily withhold cash payments pending correction of the deficiency by the Recipient;
2) Disallow all or part of the cost of the activity or action not in compliance;
3) Wholly or partly suspend or terminate the current award for the Recipient's program;
4) Withhold further awards for the program; or
5) Take other remedies that may be legally available.

This is FEMA project number **FMA-PJ-04-FL-2014-025 Escambia County Three-Residence Mitigation Reconstruction Project**.

BUDGET

Funding Summary

Federal Share:	$641,726.89
Local Share:	$232,000.58
Total Project Cost	**$873,727.47**

Line Item Budget

John Stein 7919 Mobile Highway Pensacola, Florida 32506	Total Project Cost	Federal Share (100%)	Local Share/ Homeowner Costs
Construction Costs*	$274,155.01	$150,000.00	$124,155.01
Pre/Post Construction Costs	$33,830.41	$33,830.41	
Homeowner Displacement Costs	$30,000.00	$30,000.00	
Subapplicant Management Costs	$13,868.69	$13,868.69	
TOTAL PROJECT COSTS:	$351,854.11	$227,699.10	$124,155.01

***NOTE: *FEMA will only pay $150,000 in construction costs. The Homeowner is responsible for construction costs in excess of $150,000.00. As a result, the line items in the construction budgets above will not calculate to the exact percentage indicated. Also, Total Project Costs will, in turn, not equal the percentages indicated.**

David and Carolyn Dike 14150 Gorham Road Pensacola, Florida 32507	Total Project Cost	Federal Share (90%)	Local Share/ Homeowner Costs (10%)
Construction Costs*	$190,113.09	$150,000.00	$40,113.09
Pre/Post Construction Costs	$23,468.13	$21,121.32	$2,346.81
Homeowner Displacement Costs	$24,162.40	$21,746.16	$2,416.24
Subapplicant Management Costs	$12,481.82	$12,481.82	
Subapplicant Management Costs(In-Kind)	$1,386.87		$1,386.87
TOTAL PROJECT COSTS:	$251,612.31	$205,349.30	$46,263.01

***NOTE: FEMA will only pay $150,000 in construction costs. The Homeowner is responsible for construction costs in excess of $150,000.00. As a result, the line items in the construction budgets above will not calculate to the exact percentage indicated. Also, Total Project Costs will, in turn, not equal the percentages indicated.**

Janey Wiles 14111 Gorham Road Pensacola, Florida 32507	Total Project Cost	Federal Share (90%)	Local Share/ Homeowner Costs (10%)
Construction Costs*	$205,062.73	$150,000.00	$55,062.73
Pre/Post Construction Costs	$25,309.63	$22,778.67	$2,530.96
Homeowner Displacement Costs	$26,020.00	$23,418.00	$2,602.00
Subapplicant Management Costs	$12,481.82	$12,481.82	
Subapplicant Management Costs (In-kind)	$1,386.87		$1,386.87
TOTAL PROJECT COSTS:	$270,261.05	$208,678.49	$61,582.56

***NOTE: FEMA will only pay $150,000 in construction costs. The Homeowner is responsible for construction costs in excess of $150,000.00. As a result, the line items in the construction budgets above will not calculate to the exact percentage indicated. Also, Total Project Costs will, in turn, not equal the percentages indicated.**

**Any line item amount in this Budget may be increased or decreased 10% or less without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

SCHEDULE OF WORK AFTER AGREEMENT EXECUTION:

State/Local Contract Process	6	Months
Engineering, Permitting, Inspection	2	Month
Contract Bids	3	Months
Permit Approval	3	Months
Construction	8	Months
Site Restoration	2	Months
Final Inspections and Closeout	3	Months
Total :	**27**	**Months**

The Period of Performance (POP) for this project shall end on September 30, 2018.

Agreement Number: 15FM-J7-01-27-01-XXX
Project Number: FMA-PJ-04-FL-2014-025

FEDERALLY–FUNDED SUBGRANT AGREEMENT

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division") and Escambia County, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein: and

B. The Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Recipient agree to the following:

(1) SCOPE OF WORK

The Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS, AND POLICIES

The Recipient and the Division shall be governed by applicable State and Federal laws, rules and regulations, including those identified in Attachment B.

(3) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties, and shall end September 30, 2017, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATIONS OF CONTRACT

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the Federal OMB Circular No. A-102, "Common Rule: Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Educations, Hospitals, and Other Non-Profit Organizations," and either OMB Circular No. A-87, "Cost

Date: 11/12/2015 Verified By:

Principles for State, Local and Indian Tribal Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Non-Profit Organizations."

(b) The Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, and the compliance of all sub-contractors and consultants paid from funds under this Agreement, for a period of five years from the date the audit report is issued, and shall allow the Division or its designee, the State Chief Financial Officer or the State Auditor General access to the records upon request. The Recipient shall ensure that audit working papers are available to them upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Division. The five year period may be extended for the following exceptions:

1. If any litigation, claim or audit is started before the five year period expires, and extends beyond the five year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at $5,000 or more at the time it is acquired shall be retained for five years after final disposition.

3. Records relating to real property acquired shall be retained for five years after the closing of the transfer of title.

(c) The Recipient shall maintain all records for the Recipient and for all subcontractors of consultants to be paid from funds provided under this Agreement, including documentation of all program costs in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work – Attachment A – and all other applicable laws and regulations.

(d) The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this agreement, shall allow access to its records at reasonable times to the Division, its employees, and agents. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 pm., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Division.

(6) AUDIT REQUIREMENTS

(a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

(b) These records shall be available at reasonable times for inspection, review, or audit by state personnel and other personnel authorized by the Division. "Reasonable" shall ordinarily mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) The Recipient shall provide the Division with records, reports and financial statements upon request for the purpose of auditing and monitoring the funds awarded under this Agreement.

(d) If the Recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised, and in the event that the Recipient expends $500,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement shows

the Federal resources awarded through the Division by this Agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from the Division. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this paragraph.

In connection with the audit requirements addressed in this Paragraph (6)(d) above, the Recipient shall fulfill the requirements for auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the Recipient expends less than $500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Recipient expends less than $500,000 in Federal awards in its fiscal year and chooses to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal funds.

(e) Send copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by subparagraph (d) above, when required by Section .320(d) OMB Circular A-133, as revised, by or on behalf of the Recipient to:
The Division at the following address:

Division of Emergency Management
Office of Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

Send the Single audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at

http://harvester.census.gov/fac/collect/ddeindex.html

And to any other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f) OMB Circular A-133, as revised.

(f) Pursuant to Section .320(f), OMB Circular A-133, as revised, the Recipient shall send a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letter issued by the auditor to the Division at the following address:

Division of Emergency Management
Office of Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(g) By the date due, send any reports, management letter, or other information required to be submitted to the Division pursuant to this Agreement in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local government entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, as applicable.

(h) Recipients should state the date that the reporting package was delivered to the Recipient when submitting financial reporting packages to the Division for audits done in accordance with

OMB Circular A-133 or Chapters 10.550 (local government entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General.

(i) If the audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Recipient of such non-compliance.

(j) The Recipient shall have all audits completed by an independent certified public Accountant (IPA), either a certified public accountant or a public accountant licensed under Chapter 473, Florida Statutes. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Recipient's fiscal year.

(7) REPORTS

(a) The Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Recipient and all sub-recipients and subcontractors in completing the work described in the Scope of Work and the expenditures of funds under this Agreement, in addition to any other information requested by the Division.

(b) Quarterly reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates of each quarter of the program year are March 31, June 30, September 30, and December 31.

(c) The close-out report is due 60 days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever first occurs.

(d) If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (11) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

(e) The Recipient shall provide additional program updates or information that may be required by the Division.

(f) The Recipient shall provide additional reports and information identified in Attachment D.

(8) MONITORING

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement, and reported in the quarterly report.

In addition to reviews of audits conducted in accordance with Paragraph (6) above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/

processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

(9) LIABILITY

(a) Unless Recipient is a State agency or subdivision, as defined in Section 768.28, Florida Statutes; the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

(b) Any Recipient which is a state agency or subdivision, as defined in Section 768.28, Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts of omissions to the extent set forth in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(10) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (11). However, the Division may make payments or partial payments after any Events of Default without waving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement of any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If material adverse changes occur in the financial condition of the Recipient at any time during the term of this Agreement and the Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division;

(c) If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information;

(d) If the Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(11) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that the Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in Paragraph (13) herein;

(b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds;

(e) Exercise any corrective or remedial actions, to include but not limited to:

1. Request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

2. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

3. Advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question, or

4. Require the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible.

(f) Exercise any other rights or remedies which may be available under law;

(g) Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient.

(12) TERMINATION

(a) The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statute, as amended.

(b) The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty calendar days prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

(d) In the event that this Agreement is terminated, the Recipient will not incur new obligations for the termination portion of the Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Recipient. The Division may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due to the Division from the Recipient is determined.

(13) NOTICE AND CONTACT

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative named below, at the address below, and this notification attached to the original of this Agreement.

(b) The name and address of the Division contract manager for this Agreement is:

Ms. Susan Harris-Council
Bureau of Mitigation
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399
Telephone: (850) 414-8419
Fax: (850) 922-1259
Email: Susan.Harris-Council@em.myflorida.com

(c) The name and address of the Representatives of the Recipient responsible for the administration of this Agreement is:

Mr. Harry Gibson
Escambia County
3363 W Park Place
Pensacola, Florida 32505-5250
Telephone: 850-554-2826
Email: htgibson@myescambia.com

(d) In the Event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as outlined in (13)(a) above.

(14) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontract is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Florida Statutes.

(15) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(16) ATTACHMENTS

(a) All attachments to this Agreement are incorporated as if set out fully.

(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(c) This Agreement has the following attachments:

Exhibit 1 – Funding Sources

Attachment A – Budget and Scope of Work

Attachment B – Program Statutes and Regulations

Attachment C – Statement of Assurances

Attachment D – Request for Advance or Reimbursement

Attachment E – Justification of Advance

Attachment F – Quarterly Report Form

Attachment G – Warranties and Representations

Attachment H – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Attachment I – Federal Funding Accountability and Transparency Act Instruction and Worksheet

(17) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed **$641,726.89**, subject to the availability of funds.

(b) Any advance payment under this Agreement is subject to Section 216.181 (16), Florida Statutes, and is contingent upon the Recipient's acceptance of the rights of the Division under Paragraph (12)(b) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three (3) months of the contract term. For a federally funded contract, and advance payment is also subject to federal OMB Circulars A-87, A-110, A-122 and the Cash Management Improvement Act of 1990. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in the Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advance payment.

(c) After the initial advance, if any, payment shall be made on a reimbursement basis as needed. The Recipient agrees to expend funds in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(d) Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. Invoices shall be accompanied by a statement signed and dated by an authorized representative of the Recipient certifying that "all disbursements made in accordance with conditions of the Division agreement and payment is due and has not been previously requested for these amounts." The supporting documentation must comply with the documentation requirements of applicable OMB Circular Cost Principles. The final invoices shall be submitted within sixty (60) days after the expiration date of the Agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division contract manager as part of the Recipient's quarterly reporting as referenced in Paragraph (7) of this Agreement.

If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the Federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (19) (h) of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

(18) REPAYMENTS

All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management" and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

In accordance with Section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(19) MANDATED CONDITIONS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

(c) Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

(d) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 United States Code (U.S.C.), Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

(f) Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of $25,000 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(g) Any Recipient which is not a local government of state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

2. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statute or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (19)(g)2 of this certification; and

4. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

In addition, the Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Recipient plans to fund under this Agreement. The form must be received by the Division before the Recipient enters into a contract with any subcontractor.

(h) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Florida Statutes or the Florida Constitution.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

(j) Any bills for travel expenses shall be submitted in accordance with Section 112.061, Florida Statutes.

(k) The Division reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statues, which the Recipient created or received under this Agreement.

(l) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

(m) The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment

provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA)]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A (e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A (e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

(n) The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

(o) All unmanufactured and manufactured articles, material and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

(20) LOBBYING PROHIBITION

(a) No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbing Activities."

3. The Recipient shall require that this certification be included in the award documents for all sub-awards (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(21) COPYRIGHT, PATENT AND TRADEMARK

ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

(a) If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

(c) Within thirty days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under subparagraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

(22) LEGAL AUTHORIZATION

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

(23) ASSURANCES The Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

RECIPIENT: ESCAMBIA COUNTY

By: _____
Steven Barry, Chairman

Date: 11/10/2015

FEID#: 59-6000598-168

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT
BY: _____
DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

Approved as to form and legal sufficiency.

By/Title: _____
Date: 8/3/15

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Miles E. Anderson, for

Name and Title: Bryan W. Koon, Director

Date: 1/11/2016

BCC Approved 11-05-2015

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE RECIPIENT UNDER THIS AGREEMENT:

Federal Program: *Federal Emergency Management Agency: Flood Mitigation Assistance Grant*
Catalog of Federal Domestic Assistance Number: *97.029*
Amount of Federal Funding: $641,726.89

THE FOLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- **OMB Circular A-110 Uniform Administrative Requirements for Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations**
- **OMB Circular A-102 Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments**
- **OMB Circular A-87 Cost Principles for State and Local Governments**
- **OMB Circular A-21 Cost Principles for Educational Institutions**
- **OMB Circular A-133 Audits of State, Local Governments, and Non Profit Organizations**

Commonly Applicable Statutes and Regulations

- **The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities**
- **Sections 1361(A) of the National Flood Insurance Act of 1968 (NFIA, or "the Act"), 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994 (NFIRA), Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264**
- **Title 44 of the Code of Federal Regulations (CFR)**
- **44 CFR Part 80 Property Acquisition and Relocation of Open Space**
- **44 CFR Part 10 Environmental Considerations**
- **44 CFR Part 13 Uniform Administrative Requirements for Grants and cooperative Agreements to State and Local Governments**
- **31 CFR Part 205 Rules and Procedures for Funds Transfers**

Federal Program:
List applicable compliance requirements as follows:

1. **Recipient is to use funding to perform the following eligible activities:**
    - **Acquisition of hazard prone properties**
    - **Retrofitting of existing buildings and facilities**
    - **Elevation of flood prone structures**
    - **Retrofitting of existing buildings and facilities for shelters**
    - **Mitigation Planning Project**
    - **Localized Minor Drainage Improvement**
    - **Intermediate Stormwater Drainage System**
    - **Major Flood Control Drainage System**
    - **Other projects that reduce future disaster losses**

2. **Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.**

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Recipient.

Attachment A

Budget and Scope of Work

FMA-PJ-04-FL-2014-025

HOMEOWNERS	PROPERTY ADDRESSES
John and Carla Stein	**7919 Mobile Highway, Pensacola, Florida 32506**
David and Carolyn Dike	**14150 Gorham Road, Pensacola, Florida 32507**
Janey Wiles	**14111 Gorham Road, Pensacola, Florida 32507**

STATEMENT OF PURPOSE

The purpose of this Scope of Work (SOW) is to provide protection to three residences in Escambia County, Florida. The project is funded through the Flood Mitigation Assistance Grant Program (FMA) **FMA-PJ-04-FL-2014-025** as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA). The project intends to retrofit the three single-family residences identified above to reduce and/or mitigate the damage that might otherwise occur from flooding, severe weather or other hazards.

The Recipient, Escambia County, agrees to administer and complete the project per the application submitted by the Recipient and subsequently approved by the Division and FEMA. The Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations, and Codes.

PROJECT OVERVIEW:

As a Flood Mitigation Assistance Grant Program (FMA) project, the Recipient, Escambia County, shall ensure that the three residences identified above that are located in a Special Flood Hazard Area, are mitigated against future flood damage through mitigation reconstruction projects where the existing structures are demolished and a hazard-resistant, code-compliant structure is built on the same site. The lowest finished floor of all three structures will be elevated above the Base Flood Elevation. Any enclosed space at grade level will have hydrostatic vents and can only be used for storage or parking. The square footage of the newly constructed and elevated structures shall be no more than ten (10) percent greater than that of the original structure.

Each of the completed residences shall meet the requirements of the Florida Building Code and/or Floodplain Management Ordinance of Escambia County or any other applicable local regulation.

TASKS & DELIVERABLES:

A. Tasks

1. The Recipient, Escambia County, shall enter into a Flood Mitigation Project Agreement with the homeowners that pass along the terms of this Federally-funded Subgrant Agreement. The Agreement for mitigation reconstruction will be between the homeowners and their selected building contractor. The Recipient will ensure that any agreement between homeowners and contractor will contain the language from Section 14 (Subcontracts) of this agreement.

   The homeowners and contractors shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractors shall maintain all work staging areas in a neat and presentable condition.

   The Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects and will provide an executed "Debarment, suspension, Ineligibility, Voluntary Exclusion Form" for each contractor or subcontractor performing services under this Agreement.

   The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

   Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Recipient.

   The Recipient shall provide copies of professional licenses for contractors selected to perform services. The Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

2. The Recipient shall fully perform the approved project, as described in the application, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein, the allocation of funds indicated herein, and all applicable terms and conditions. The Recipient shall not deviate from the approved project terms and conditions.

   Upon completion of Task 2, the Recipient shall submit the following documents with sufficient supporting documentation, and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation shall include:

   a) Homeowner's Statement of Voluntary Participation if not included in the original grant application.
   b) Local Building Official's Demolition Permit, if applicable
   c) A copy of the Local Building Official Inspection Report and Final Approval, as applicable.
   d) A copy of the Certificate of Occupancy issued by the local authority.
   e) A copy of Elevation Certificate before mitigation, if available.
   f) A copy of the Elevation Certificate after mitigation.
   g) Any available documentation to proof that the square footage of the newly constructed and elevated structure does not exceed 10 percent of the original square footage.
   h) All Product Specifications / Data Sheets(s) (technical standards) satisfying protect requirements on all products utilized, as applicable
   i) Confirmation that the Recipient has recorded a "Deed Restriction Notice" for the project property located within a SFHA utilizing the Model provided on the FEMA website, www.FEMA.gov. The Recipient is also required to maintain this property in accordance with the flood plain management criteria of Title 44 of the Code of Federal Regulations Part 60.3 and City/County Ordinance." The deed notice with flood insurance requirements shall include this language:
   "This property has received Federal hazard mitigation assistance. Federal law requires that flood insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property, pursuant to 42 U.S.C. paragraph 515a, failure to maintain flood insurance on this property may prohibit the

owner from receiving Federal disaster assistance with respect to this property in the event of a flood disaster. The Property Owner is also required to maintain this property in accordance with the floodplain management criteria of 44 CFR 60.3 and City/County Ordinances."

j) Letter verifying compliance with the National Historic Preservation Act, to include whether archaeological material or human remains were encountered during project activities, and if so, how they were handled.

k) Verification that best management practices (BMPs) were followed throughout project activities.

l) Copies of all required hazardous waste permits required by local, state or federal agencies, if applicable.

3. During the course of this agreement the Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Recipient shall submit an Affidavit signed by the Recipient's project personnel with each reimbursement request, attesting to the completion of the work, disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Recipient shall maintain accurate time records. The Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expenses: The Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Project Management Expenses: The recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third party in-kind services, if applicable, shall be conducted by the Division in coordination with the Recipient. Quarterly Reports shall be submitted by the Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, and plans. The requests for reimbursement shall include:

a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;

b) Proof of payment from the Recipient to the contractor, subcontractor, and/or vendor for invoiced services;

c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount;

The Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B. Deliverables

Mitigation activities consist of demolishing the existing three Escambia County, Florida residences identified earlier and constructing new structures on an elevated foundation system. The lowest finished floor of all three structures will be elevated above the Base Flood Elevation. Any enclosed space at grade level will have hydrostatic vents and can only be used for storage or parking. The square footage of the newly constructed and elevated structures will be no more than ten (10) percent greater than that of the original structure.

Provided the Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

Engineering:

1) When the project is finished, the Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
2) The Recipient shall provide a copy of the local official Inspection Report and/or Final approval; as applicable.
3) The Recipient shall provide a copy of the Certificate of Occupancy issued by the local authority.
4) Recipient shall provide a copy of the Elevation Certificate before mitigation, if available.
5) Recipient shall provide a copy of the Elevation Certificate after mitigation. All Product Specifications / Data Sheets(s) (technical standards) satisfying protect requirements on all products utilized, as applicable.
6) Recipient shall provide any available documentation to proof that the square footage of the newly constructed and elevated structure does not exceed 10 percent of the original square footage.
7) All installations shall be done in strict compliance with the Florida Building Code and/or Floodplain Management Ordinance of Escambia County or any other applicable local regulation.
8) The materials and work funded pursuant to this Subgrant Agreement are intended to decrease the vulnerability of the building to property losses and are specifically not intended to provide for the safety of inhabitants before, during or after a natural manmade disaster.

Environmental:

1) The Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local environmental permits and clearances may jeopardize federal funding. If project work is delayed for a year or more after the date of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies must be redone.
2) Any change, addition or supplement to the approved mitigation measure or scope of work that alters the project (including other work not funded by FEMA, but done substantially at the same time) shall require resubmission to the Division and FEMA for revaluation of compliance with the National Environmental Protection Act (NEPA) and Section 106 of the National Historic Preservation Act

(NHPA) prior to initiation of any work. Non-compliance with these requirements may jeopardize FEMA's ability to fund this project. A change in the scope of work must be approved by the Division and FEMA *in advance regardless of the budget implications.*

3) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

4) Best Management Practices (BMPs) shall be used during project construction.

5) If human remains or intact archaeological deposits are uncovered, work in the vicinity of the discovery will stop immediately and all reasonable measures to avoid or minimize harm to the finds will be taken. The Recipient will ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries. The Recipient's contractor will provide immediate notice of such discoveries to the Recipient. The Recipient shall contact the Florida Division of Historic Resources (SHPO), the Division, and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA has completed consultation with the Division, SHPO, Tribes, and other consulting parties as necessary. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with *Florida Statutes, Section 872.05.*

Programmatic:

1) The Recipient must notify the Division as soon as significant developments becomes known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.

2) The Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.

3) Any extension of the Period of Performance shall be submitted to FEMA, 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted along with substantiation of new expiration date, and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.

4) The Recipient must avoid duplication of benefits between the FMAP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

FINANCIAL CONSEQUENCES:

If the Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient;
2. Disallow all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the current award for the Recipient's program;
4. Withhold further awards for the program; or
5. Take other remedies that may be legally available.

This is FEMA project number **FMA-PJ-04-FL-2014-025 Escambia County Three-Residence Mitigation Reconstruction Project**.

BUDGET

Funding Summary

Federal Share:	$641,726.89
Local Share:	$469,951.60
Total Project Cost	**$1,729,118.12**

Line Item Budget

John Stein **7919 Mobile Highway** **Pensacola, Florida 32506**	**Total Project Cost**	**Federal Share (100%)**	**Local Share/ Homeowner Costs**
Construction Costs*	$274,155.01	$150,000.00	$124,155.01
Pre/Post Construction Costs	$33,830.41	$33,830.41	
Homeowner Displacement Costs	$30,000.00	$30,000.00	
Subapplicant Management Costs	$13,868.69	$13,868.69	
TOTAL PROJECT COSTS:	$351,854.11	$227,699.10	$124,155.01

***NOTE: *FEMA will only pay $150,000 in construction costs. The Homeowner is responsible for construction costs in excess of $150,000.00. As a result, the line items in the construction budgets above will not calculate to the exact percentage indicated. Also, Total Project Costs will, in turn, not equal the percentages indicated.**

David and Carolyn Dike **14150 Gorham Road** **Pensacola, Florida 32507**	**Total Project Cost**	**Federal Share (90%)**	**Local Share/ Homeowner Costs (10%)**
Construction Costs*	$190,113.09	$150,000.00	$40,113.09
Pre/Post Construction Costs	$23,468.13	$21,121.32	$2,346.81
Homeowner Displacement Costs	$24,162.40	$21,746.16	$2,416.24
Subapplicant Management Costs	$12,481.82	$12,481.82	
Subapplicant Management Costs(In-Kind)	$1,386.87		$1,386.87
TOTAL PROJECT COSTS:	$251,612.31	$205,349.30	$46,263.01

***NOTE: FEMA will only pay $150,000 in construction costs. The Homeowner is responsible for construction costs in excess of $150,000.00. As a result, the line items in the construction budgets above will not calculate to the exact percentage indicated. Also, Total Project Costs will, in turn, not equal the percentages indicated.**

Janey Wiles **14111 Gorham Road** **Pensacola, Florida 32507**	**Total Project Cost**	**Federal Share (90%)**	**Local Share/ Homeowner Costs (10%)**
Construction Costs*	$205,062.73	$150,000.00	$55,062.73
Pre/Post Construction Costs	$25,309.63	$22,778.67	$2,530.96
Homeowner Displacement Costs	$26,020.00	$23,418.00	$2,602.00
Subapplicant Management Costs	$12,481.82	$12,481.82	
Subapplicant Management Costs (In-kind)	$1,386.87		$1,386.87
TOTAL PROJECT COSTS:	$270,261.05	$208,678.49	$61,582.56

***NOTE: FEMA will only pay $150,000 in construction costs. The Homeowner is responsible for construction costs in excess of $150,000.00. As a result, the line items in the construction budgets above will not calculate to the exact percentage indicated. Also, Total Project Costs will, in turn, not equal the percentages indicated.**

**Any line item amount in this Budget may be increased or decreased 10% or less without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

SCHEDULE OF WORK AFTER AGREEMENT EXECUTION:

State/Local Contract Process	6	Months
Engineering, Permitting, Inspection	2	Month
Contract Bids	3	Months
Permit Approval	3	Months
Construction	8	Months
Site Restoration	2	Months
Final Inspections and Closeout	3	Months
Total :	**27**	**Months**

The Period of Performance (POP) for this project shall end on September 30, 2017.

Attachment B

Program Statutes and Regulations

The parties to this Agreement and the Flood Mitigation Assistance Grant Program (FMA) are generally governed by the following statutes and regulations:

(1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;

(2) 44 CFR Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents;

(3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;

(4) Hazard Mitigation Long-term Recovery Guidance; and

(5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Recipient must comply with the following:

The Recipient shall fully perform the approved flood mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Recipient and any land use permitted by or engaged in by the Recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to Chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to FMA as may be required.

If the Flood mitigation project described in Attachment A includes an acquisition or relocation project, than the Recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

(1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;

(2) No new structure will be erected on property other than:
   a. a public facility that is open on all sides and functionally related to a designed open space;
   b. a restroom; or

(3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;

(4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and

(5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

FMA Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 CFR 206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a FMA Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

(1) For Construction projects, the grantee must "obtain prior written approval for any budget revision which result in a need for additional funds" (44 CFR 13(c));

(2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and

(3) The Recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA sixty days prior to the project expiration date.

STATEMENT OF ASSURANCES

The Recipient assures that it will comply with the following statutes and regulations to the extent applicable:

(1) 53 Federal Register 8034
(2) Federal Acquisition Regulations 31.2
(3) Section 1352, Title 31, US Code
(4) OMB Circulars A-21, A-87, A-110, A-122
(5) Chapter 473, Florida Statutes
(6) Chapter 215, Florida Statutes
(7) Section 768.28, Florida Statutes
(8) Chapter 119, Florida Statutes
(9) Section 216.181(6), Florida Statutes
(10) Cash Management Improvement Act Of 1990
(11) American with Disabilities Act
(12) Section 112.061, Florida Statutes
(13) Immigration and Nationality Act

(14) Section 286.011, Florida Statues
(15) E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common Rule
(16) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
(17) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
(18) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
(19) 28 CFR applicable to grants and cooperative Agreements
(20) Omnibus Crime Control and Safe Streets Act of 1968, as amended
(21) 42 U.S.C. 3789(d) or Victims of Crime Act (as appropriate)
(22) Section 504 of the Rehabilitation Act of 1973, as amended
(23) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
(24) 28 CFR, Part 42, Subparts C, D, E, and G
(25) Department of Justice regulations on disability discrimination, 28 CFR, Part 35 and Part 39
(26) 42 U.S.C. 5154a
(27) 44 CFR, Part 60.3 and City/County Ordinance

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Recipient certifies that:

(a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;

(b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;

(c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;

(d) All Recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Recipient. Any cost incurred after a notice of suspension or termination is received by the Recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;

(e) It will comply with:

(1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and

(2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

(f) It will comply with

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Recipient, this assurance shall obligate the Recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

(2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;

(3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;

(g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to Section 112.313 and Section 112.3135, Florida Statutes;

(h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;

(i) It will comply with the provisions of 18 U.S.C. 594, 598, 600-605 (further known as the Hatch Act) which limits the political activities of employees;

(j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4002-4107, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/governmenta/grant/sfha_conditions.shtm

(k) It will require every building or facility(other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR, Part 40 for residential structures. The Recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;

(l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (U.S.C. 470), Executive Order 11593, 24 CFR, Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et seq.) by:

(1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR, Section 800.8) by the proposed activity; and

(2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

(3) Abiding by the terms and conditions of the **"Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)"** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. 470(f), and implementing regulations in 36 CFR, Part 800.

(4) When any of the Recipient's projects funded under this Agreement may affect a historic property, as defined in 36 CFR, Part 800 (2)(e), the Federal Emergency Management Agency (FEMA) may require the Recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards),** the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.

(5) The Recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within 15 calendar days of receipt of the treatment plan, FEMA may direct the Recipient to implement the treatment plan. If either the Council or the SHPO object, Recipient shall not proceed with the project until the objection is resolved.

(6) The Recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Recipient acknowledges that FEMA may require the Recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Recipient further acknowledges that FEMA may require the Recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Recipient also acknowledges that FEMA will require, and the Recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

(7) The Recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse affect to occur.

(m) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

(n) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(o) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(p) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;

(q) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;

(r) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;

(s) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

(t) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7642;

(u) It will comply with the Clean Water Act of 1977, as amended, 42 U.S.C. 7419-7626

(v) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;

(w) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4728-4763;

(x) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 270;

(y) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;

(z) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 469a, et seq.;

(aa) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

(bb) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j, regarding the protection of underground water sources;

(cc) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;

(dd) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;

(ee) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);

(ff) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3510;

(gg) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-1464; and

(hh) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-666.

(ii) With respect to demolition activities, it will:

(1) Create and make available documentation sufficient to demonstrate that the Recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.

(2) Return the property to its natural state as though no improvements had ever been contained thereon.

(3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.

(4) Provide documentation of the inspection results for each structure to indicate:
   a. Safety Hazard Present
   b. Health Hazards Present
   c. Hazardous Materials Present

(5) Provide supervision over contractors or employees employed by the Recipient to remove asbestos and lead from demolished or otherwise applicable structures.

(6) Leave the demolished site clean, level and free of debris.

(7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.

(8) Obtain all required permits.

(9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.

(10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

(11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR, Part 15 and 61). This clause shall be added to any subcontracts.

(12) Provide documentation of public notices for demolition activities.

Attachment D

DIVISION OF EMERGENCY MANAGEMENT

REQUEST FOR ADVANCE OR REIMBURSEMENT OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS

RECIPIENT NAME: Escambia County

REMIT ADDRESS: 3363 W Park Place

CITY, STATE, ZIP CODE: Pensacola, Florida 32505-5250

PAYMENT #: _____ AGREEMENT#: 16FM-J8-01-27-01-265

FEMA TRACKING #: _____ INVOICE PERIOD: _____ to _____

Eligible Amount 100%	Obligated Federal __%	Obligated Non-Federal __%	Previous Payments	Current Request	DEM Use Only	
					Approved	Comments

TOTAL CURRENT REQUEST: $_____

I certify that to the best of my knowledge and belief the above accounts are correct, and that all disbursements were made in accordance with all conditions of the Division agreement and payment is due and has not been previously requested for these amounts.

RECIPIENT SIGNATURE: _____

NAME AND TITLE: _____ DATE: _____

APPROVED PROJECT TOTAL $_____

ADMINISTRATIVE COST $_____

APPROVED FOR PAYMENT $_____

_____
GOVERNOR'S AUTHORIZED REPRESENTATIVE

_____
DATE

Attachment D
(Continued)

DIVISION OF EMERGENCY MANAGEMENT

SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE HAZARD MTIGATION ASSISTANCE PROGRAM

RECIPIENT: Escambia County DISASTER #: _____

AGREEMENT#: 16FM-J8-01-27-01-265 FEMA TRACKING #: _____

Applicant's Reference No. (Warrant, Voucher, Claim check, or Schedule No.)	Date of delivery of articles, completion of work or performance services.	DOCUMENTATION List documentation (applicant's payroll, material out of applicant's stock, applicant owned equipment and name of vendor or contractor) by category and line item in the approved project application and give a brief description of the articles or services.	Applicant's Eligible Costs 100%
		TOTAL	

Attachment E

JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT: Escambia County

If you are requesting an advance, indicate same by checking the box below.

[___] ADVANCE REQUESTED Advance payment of $_____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS **(list applicable line items)**	**20___-20___ Anticipated Expenditures for the First Three Months of Contract**
For Example **ADMINISTRATIVE COSTS** (Include Secondary Administration)	
For Example **PROGRAM EXPENSES**	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance).

Attachment F

DIVISION OF EMERGENCY MANAGEMENT
HAZARD MITIGATION GRANT PROGRAM
QUARTERLY REPORT FORM

RECEIPT Escambia County PROJECT #: FMA-PL-04-FL-2014-025

PROJECT TYPE: _____ AGREEMENT# 16FM-J8-01-27-01-265

DISASTER NUMBER: _____ QUARTER ENDING: _____

Provide amount of advance funds disbursed for period (if applicable): $_____

Provide reimbursement projections for this project:

July-Sep 20__$_____ Oct-Dec 20__$_____ Jan-Mar 20__$_____ Apr-June 20__$_____
July-Sep 20__$_____ Oct-Dec 20__$_____ Jan-Mar 20__$_____ Apr-June 20__$_____

Percentage of Work Completed (may be confirmed by state inspector's): _____ %

Project Proceeding on Schedule: [___] Yes [___] No

Describe milestones achieved during this quarter:

Provide a schedule for the remainder of work to project completion:

Describe problems or circumstances affecting completion date, milestones, scope of work, and cost:

Cost Status: : [___] Cost Unchanged [___] Under Budget [___] Over Budget

Additional Comments/Elaboration:

NOTE: Division of Emergency Management (DEM) staff may perform interim inspections and/or audits at any time. Events may occur between quarterly reports, which have significant impact upon your project, such as, anticipated overruns, changes in scope of work, etc. Please contact the Division as soon as these conditions become known, otherwise you may be found non-compliant with your subgrant award.

Name and Phone Number of Person Completing This Form _____

Attachment G

Warranties and Representations

Financial Management

Recipient's financial management system must provide for the following:

(1) Accurate, current and complete disclosure of the financial results of this project or program.

(2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.

(3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all such assets and assure that they are used solely for authorized purposes.

(4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.

(5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.

(6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, and invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of Conduct

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Recipient.

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

Attachment H

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Contractor Covered Transactions

(1) The prospective subcontractor of the Recipient, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Recipient's subcontractor is unable to certify to the above statement, the prospective contract shall attach an explanation to this form.

CONTRACTOR

_____

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

Escambia County
Recipient's Name

16FM-J8-01-27-01-265
DEM Agreement Number

FMA-PJ-04-FL-2014-025
FEMA Project Number

Attachment I

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT INSTRUCTIONS AND WORKSHEET

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is http://www.usaspending.gov/.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate $25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a) (2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates $25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: FMA-PJ-04-FL-2014-025

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: $ 641,726.89

OBLIGATION/ACTION DATE: February 26, 2015

SUBAWARD DATE (if applicable): _____

DUNS#: 075079673

DUNS# +4: _____

*If your company or organization does not have a DUNS number, you will need to obtain one from Dun & Bradstreet at 866-705-5711 or use the web form (http://fedgov.dnb.com/webform). The process to request a DUNS number takes about ten minutes and is free of charge.

BUSINESS NAME: _____

DBA NAME (IF APPLICABLE): _____

PRINCIPAL PLACE OF BUSINESS ADDRESS: _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

PARENT COMPANY DUNS# (if applicable): _____

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

The purpose of this Scope of Work (SOW) is to provide protection to three residences in Escambia County, Florida. The project is funded through the Flood Mitigation Assistance Grant Program (FMA) **FMA-PJ-04-FL-2014-025** as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA). The project intends to retrofit the three single-family residences identified above to reduce and/or mitigate the damage that might otherwise occur from flooding, severe weather or other hazards. As a Flood Mitigation Assistance Grant Program (FMA) project, the Recipient, Escambia County, shall ensure that the three residences identified above that are located in a Special Flood Hazard Area, are mitigated against future flood damage through mitigation reconstruction projects where the existing structures are demolished and a hazard-resistant, code-compliant structure is built on the same site. The lowest finished floor of all three structures will be elevated above the Base Flood Elevation. Any enclosed space at grade level will have hydrostatic vents and can only be used for storage or parking. The square footage of the newly constructed and elevated structures shall be no more than ten (10) percent greater than that of the original structure.

Verify the approved project description above, if there is any discrepancy, please contact the project manager.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS): _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. 1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 CFR 170.320; , (b) $25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?
   Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?
   Yes ☐ No ☐

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at http//www.sec.gov/answers/execomp.htm. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 CFR Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	Name (Last, First, MI)	Title	Total Compensation for Most Recently Completed Fiscal Year
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: Harry T Gibson

NAME AND TITLE: Harry T Gibson CFM

DATE: 1/5/16

RECEIVED BY
BUREAU OF MITIGATION
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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13711 **County Administrator's Report 9. 7.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 03/01/2018
Issue: CareerSource Escarosa (Formerly Workforce Escarosa, Inc.) One-Stop Partner Memorandum of Understanding
From: Tonya Gant, Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning CareerSource Escarosa (Formerly Workforce Escarosa, Inc.) One-Stop Partner Memorandum of Understanding - Tonya Gant, Neighborhood & Human Services Department Director

That the Board approve and authorize the Chairman to sign the Memorandum of Understanding between Workforce Escarosa, Inc., dba CareerSource Escarosa and Cornerstone Solutions, Inc. - Job Corps Services, a One-Stop Partner, effective July 1, 2017, through June 30, 2018, with automatic renewal for successive one-year terms.

The One-Stop Partner will provide collaborative referrals between partners for appropriate services, activities, and methods to ensure the needs of workers and youth, including individuals with barriers to employment, have access to services through the One-Stop delivery system.

BACKGROUND:

The Workforce Innovation and Opportunity Act (WIOA) Public Law 113-128 requires that the Local Workforce Development Boards, with the agreement of each Chief Elected Official (the Chairman of the Board of County Commissioners), develop and enter into MOUs between the local board and the one-stop partners.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The MOU with the One-Stop Partner is made in accordance with the Workforce Innovation and Opportunity (WIOA) Public Law 113-128. Assistant County Attorney Bobbie Ellis-Wiggins has reviewed and approved this request.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

A Memorandum of Understanding between the local board and a one-stop partner must have approval from the Escambia County Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

Upon approval by the Board of County Commissioners, the MOU shall become effective for the expressed dates prescribed above. CareerSource Escarosa has coordinated with the Department of Neighborhood & Human Services in submission of this request.

Attachments

CareerSource Escarosa MOU

CareerSource Escarosa
3670-2A North L St | Pensacola, FL 32505
p: 850.473.0939 | f: 850.473.0935

careersourceescarosa.com

Sheryl Rehberg
Executive Director

Steve Rhodes
Board Chairman

January 31, 2018

Jeff Bergosh, Chairman
Board of County Commissioners
Escambia County, Florida
221 Palafox Place
Pensacola, FL 32502

Dear Mr. Bergosh:

The Workforce Innovation and Opportunity Act (WIOA) Public Law 113-128 requires that local workforce development boards, with the agreement of Chief Elected Officials, develop and enter into Memorandums of Understanding (MOU) between the local board and the one-stop partners.

The attached MOU with one of our required one-stop partners is provided for signature. CareerSource Escarosa and its one-stop partners will continue to provide collaborative referrals between partners for appropriate services and activities, as well as methods to ensure the needs of workers and youth, including individuals with barriers to employment, have access to services through the one-stop delivery system.

CareerSource Escarosa will serve as the convener for WIOA partner meetings.

Sincerely,

Sheryl Rehberg

Sheryl Rehberg
Executive Director

SR/js

Attachment

MEMORANDUM OF UNDERSTANDING

between

Workforce Escarosa, Inc.

dba CareerSource Escarosa

and

Cornerstone Solutions, Inc. – Job Corps Services

I. PARTIES

This Memorandum of Understanding ("MOU"), is made pursuant to Rehabilitation Act of 1973, 29 U.S.C. §721(a) (11) and the Workforce Innovation and Opportunity Act (WIOA) of 2014, and is entered into between the **Cornerstone Solutions, Inc. – Job Corps Services**, (hereafter referred to as the "Partner") and Workforce Escarosa, Inc. d/b/a CareerSource Escarosa, (hereafter referred to as **CareerSource Escarosa**).

II. PURPOSE

The Workforce Innovation and Opportunity Act of 2014 is an affirmation of the work that has been done in Florida to build the workforce development system. The cornerstone of the Act is the one-stop customer service delivery system. The One-Stop System assures coordination between the activities authorized in and linked to this Act.

The purpose of this MOU is to describe the cooperative workforce training, employment and economic development efforts of CareerSource Escarosa and the Partner and the actions to be taken by each to assure the coordination of their efforts in accordance with state issued requirements in order to establish and maintain an effective and successful One-stop System.

This agreement is intended to coordinate resources, prevent duplication and ensure the effective and efficient delivery of workforce services in Escambia and Santa Rosa Counties. In addition, this agreement will establish joint processes and procedures that will enable the Partner to integrate with the current one-stop service delivery system resulting in a seamless and comprehensive array of education, human service, job training and other workforce development services within Escambia and Santa Rosa Counties, Florida.

The parties to this document agree to coordinate and perform the activities and services described herein within the scope of legislative requirements governing the parties' respective programs, services, and agencies.

III. PROVISION OF SERVICES

A. The local area workforce board dba CareerSource Escarosa has been designated by the Chief Elected Officials of Escambia and Santa Rosa Counties as the administrative entity, grant recipient and fiscal agent.

CareerSource Escarosa will perform the following functions:

1. Review this MOU annually and solicit feedback from the Partner regarding improvements, changes, and/or additions.
2. Coordinate with the Partner to provide access to workforce services and programs

9/13/2017

through the One-stop System in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through the One-stop System. Workforce services and programs include, but are not limited to, the allowable activities described in the WIOA and related legislation for: WIOA adult, dislocated worker and youth programs; Wagner-Peyser; Unemployment Insurance (UI); Veterans programs; Trade Adjustment Assistance (TAA); Temporary Assistance for Needy Families (TANF); Supplemental Nutrition Assistance Program (SNAP); Adult Education and Family Literacy Act programs; Perkins Act programs and Vocational Rehabilitation.

3. Coordinate with the Partner to ensure that the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the One-stop System.

4. Coordinate with the Partner for the funding of the infrastructure costs of the one-stop career centers in accordance with §678.700 through §678.755 of the WIOA and the funding of shared services and operating costs in accordance with §678.760 of the WIOA and any state infrastructure funding mechanism requirements issued by the State of Florida. *Under the WIOA, a required component of the MOU is an Infrastructure Funding Agreement (IFA). The U.S. Department of Labor (DOL) acknowledged that additional time was needed for local areas to negotiate each one-stop partner's contribution for infrastructure. Therefore, the U.S. DOL is using the transition authority of WIOA sec. 503(b) to provide an extension for the implementation of the final IFA. Local areas have until January 1, 2018 to enter into a final IFA with their required partners. Once signed, the IFA will be attached to the existing MOU as an addendum.*

5. Maintain the statewide "CareerSource" branding of each center.

6. Maintain and operate at least one comprehensive one-stop career center within the local workforce development area that shall be open to the public from 7:30 a.m. until 4:30 p.m., Monday through Friday (excluding recognized holidays and emergency situations.)

7. Provide an area for the Partner's meetings and/or co-location as space permits.

8. Model CareerSource core values and maintain a professional working environment.

9. Abide by all of its policies, rules, and procedures and applicable Florida statutes and rules.

B. The Partner will perform the following functions:

1. Coordinate with CareerSource Escarosa to provide access to its workforce services and programs through the One-stop System in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through the One-stop System.

9/13/2017

2. Coordinate with CareerSource Escarosa to ensure that the needs of job seekers, youth and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the One-stop System.

3. Coordinate with CareerSource Escarosa for the funding of the infrastructure costs of the one-stop career centers in accordance with §678.700 through §678.755 and the funding of shared services and operating costs in accordance with §678.760 and any infrastructure funding mechanisms issued by the State of Florida. The duly authorized agent of the recipient agrees to satisfy the requirements of 34 CFR 361.505 and 34 CFR 361.720. *Under the WIOA, a required component of the MOU is an Infrastructure Funding Agreement (IFA). The U.S. Department of Labor (DOL) acknowledged that additional time was needed for local areas to negotiate each one-stop partner's contribution for infrastructure. Therefore, the U.S. DOL is using the transition authority of WIOA sec. 503(b) to provide an extension for the implementation of the final IFA. Local areas have until January 1, 2018 to enter into a final IFA with their required partners. Once signed, the IFA will be attached to the existing MOU as an addendum.*

4. Provide all logistical support necessary for its staff located within the local area to be fully integrated within the One-stop System.

5. Provide CareerSource Escarosa with outcome numbers for performance data tracking. Participate in local recruiting events and share information with one another on placement and performance.

6. Provide feedback to CareerSource Escarosa management regarding the performance of the partnership, including its effectiveness and success.

7. Participate in CareerSource Escarosa Career Center periodic meetings to provide updates on the partner's programs and procedures to CareerSource staff.

8. Provide a key leadership representative of the Partner for representation in the CareerSource Escarosa WIOA Partner's Council and participate in quarterly meetings of The Council.

IV. METHODS OF INTERNAL REFERRAL

Internal cross-referral procedures will be developed and/or reassessed based upon availability of funding, services and program need to ensure that high quality and convenient services are available to potentially eligible customers of the One-Stop system.

V. CONFIDENTIALITY OF RECORDS

In the event that either party to this MOU obtains access to any records, files, or other information of the other party in connection with, or during the performance of this MOU, then that party shall keep all such records, files or other information confidential, and shall comply with all laws and regulations concerning the confidentiality of such records, files or other information to the same extent as such laws and regulations apply to the other party.

9/13/2017

VI. TERM

This MOU is effective July 1, 2017 through June 30, 2018 and will be automatically renewed for successive one-year terms. This MOU may be terminated for convenience at any time by either party upon thirty (30) days written notice.

Neither this MOU nor any provision hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by each of the parties to this Agreement.

VII. MERGER

This MOU constitutes and expresses the entire and integrated understanding and agreement between the parties hereto, superseding, incorporating and merging all prior understandings, agreements and discussions relating to the transactions contemplated hereby, and no agreements, understandings, prior negotiations, prior discussions, warranties, representations or covenants not herein expressed shall be binding upon the parties.

VIII. ACCESS FOR INDIVIDUALS WITH BARRIERS TO EMPLOYMENT

Career Source Escarosa one stop system partners will ensure access for individuals with barriers to employment and will offer priority for services to recipients of public assistance, other low-income individuals, or individuals who are skills deficient for individualized career services and training services funded with WIOA adult funds.

IX. NON-DISCRIMINATION

As required by federal and state law, participating agencies will assure that no person shall be discriminated against in consideration for or receipt of partner agency services and/ or employment based upon sex, disability, race, color, age, religion, national origin, political affiliation, belief, veteran status, familial status, sexual orientation, gender identity, pregnancy, or genetic information.

The One-Stop system partner will assure compliance with the Americans with Disabilities Act of 1990, and its Amendments, which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

Partners agree to comply fully with the WIOA, Title VII of the civil rights act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities and the Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and 29CFR Part 37 and all other regulations implementing the aforementioned laws.

X. THIRD PARTY BENEFICIARY

This MOU is for the benefit of CareerSource Escarosa, the Partner, and the Chief Elected Officials of Escambia and Santa Rosa Counties and no third party is an intended beneficiary.

XI. GOVERNANCE

9/13/2017

The accountability and responsibility for the One-Stop System's organizational activity and accomplishments will rest with CareerSource Escarosa and the region's Chief Elected Officials. Pursuant to the Workforce Innovation and Opportunity Act of 2014, the local Board in partnership with the CEOs shall conduct oversight with respect to the One-stop System.

XII. SIGNATURES

Career Source Escarosa:

Signature

Katherine Karshna, Interim Director
Printed name

9-19-2017
Date

Cornerstone Solutions Inc. – Job Corps Services

Signature

Ronald E. Jones, President and CEO
Printed Name

9/13/2017
Date

Cornerstone Solutions, Inc.
1526 East Forrest Avenue
Suite 280, Jefferson Station
East Point, GA 30344
4049617399 (V)
4047664836 (F)

~~Escambia County Commission~~

~~Signature~~

~~Printed Name~~

~~Date~~

Santa Rosa County Commission:
See Page 5 for signature

Signature

Printed Name

Date

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Jeff Bergosh, Chairman

Date: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

Approved as to form and legal sufficiency.

By/Title: B. Ellen Ung ACA
Date: 02/22/2018

9/13/2017

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13679 **County Administrator's Report 9. 8.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 03/01/2018
Issue: Schedule a Public Hearing to Consider the Vacation of a Portion of Unimproved Right-of-Way Known as Grotto Avenue
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Scheduling of a Public Hearing to Consider the Petition to Vacate a Portion of Unimproved Right-of-Way Known as Grotto Avenue - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action regarding a Petition to Vacate a Portion of Unimproved Right-of-Way known as Grotto Avenue:

A. Authorize the scheduling of a Public Hearing for April 5, 2018, at 5:32 p.m., to consider the Petition to Vacate a Portion of Unimproved Right-of-Way known as Grotto Avenue (approximately 50 feet x 130 feet, containing 0.14 acres, more or less), as petitioned by George D. Powers; and

B. Require the petitioner to notify all property owners within a 500-foot radius.

BACKGROUND:

Grotto Avenue (formerly Oak Avenue) intersects Innerarity Point Road and is located in the Oak Court Addition Subdivision, as recorded in Plat Book 1, Page 8. Grotto Avenue, south of Innerarity Point Road, is not maintained by Escambia County.

The petitioner, Mr. George Powers, is requesting the County to vacate a portion of unimproved right-of-way known as Grotto Avenue, an area approximately 50' x 130', located west of the property that Mr. Powers currently owns.

No one will be denied access to his or her property as a result of this vacation.

There is a parcel of land located south of the vacation area which is currently owned by the property owner on the west side of the area requesting to be vacated. There is currently no direct water access.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

Once the Public Hearing has been scheduled, the Petitioner will be notified, the date and time will be advertised, and all owners of property within the area determined by the Board will be notified.

Attachments

Petition to Vacate - Grotto Avenue

Exhibit "A" - Grotto Avenue

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

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

1. That the Petitioner(s), George D. Powers presently X own(s) _____ do/does not own an interest in the real property, which adjoins said public road right-of-way, alleyway, or other land. Said public road rights-of-way, alleyway, or other land being more particularly described as follows:

DESCRIPTION: (AS PREPARED BY FABRE ENGINEERING & SURVEYING)

THAT PORTION OF GROTTO AVENUE (FOMERLY OAK AVENUE), (50' R/W), LYING WEST OF LOT 10, OAK COURT ADDITION, AS RECORDED IN PLAT BOOK 1, PAGE 8 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID LOT 10, ALSO BEING THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF SOUTH LANE (30' R/W) AND THE EAST RIGHT-OF-WAY LINE OF SAID GROTTO AVENUE; THENCE GO SOUTH 05 DEGREES 57 MINUTES 17 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 10 AND THE EAST RIGHT-OF-WAY LINE OF SAID GROTTO AVENUE A DISTANCE OF 130.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 10; THENCE DEPARTING SAID WEST LINE OF LOT 10 AND EAST RIGHT-OF-WAY LINE GO SOUTH 77 DEGREES 21 MINUTES 08 SECONDS WEST A DISTANCE OF 50.34 FEET TO THE SOUTHEAST CORNER OF LOT 11, SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF SAID GROTTO AVENUE; THENCE GO NORTH 05 DEGREES 57 MINUTES 17 SECONDS WEST ALONG SAID EAST LINE LOT OF LOT 11 AND WEST RIGHT-OF-WAY LINE A DISTANCE OF 130.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 11; THENCE DEPARTING SAID EAST LINE AND WEST RIGHT-OF-WAY LINE GO NORTH 77 DEGREES 21 MINUTES 08 SECONDS EAST A DISTANCE OF 50.34 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED OF LAND IS SITUATED IN SECTION 15, TOWNSHIP 3 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 0.14 ACRES, MORE OR LESS.

2. That the Petitioner(s), George D. Powers desire(s) that the Board of County Commissioners surrender, renounce and disclaim any right of the County and the public in and to that portion of the public road rights-of-way, alleyway, or other land described above and lying and being in Section(s) 15 Township 3 South Range 32 West and recorded in Plat Book 1, Page 8 of the public records of Escambia County, Florida.

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

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

Petitioner acknowledges that:

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

George D. Powers
_____
Petitioner(s) Name

710 Winterset Dr.
_____
Street Address

Cantonment FL
_____
City State

850-261-7953
_____
Phone Number

_____
Agent's Name

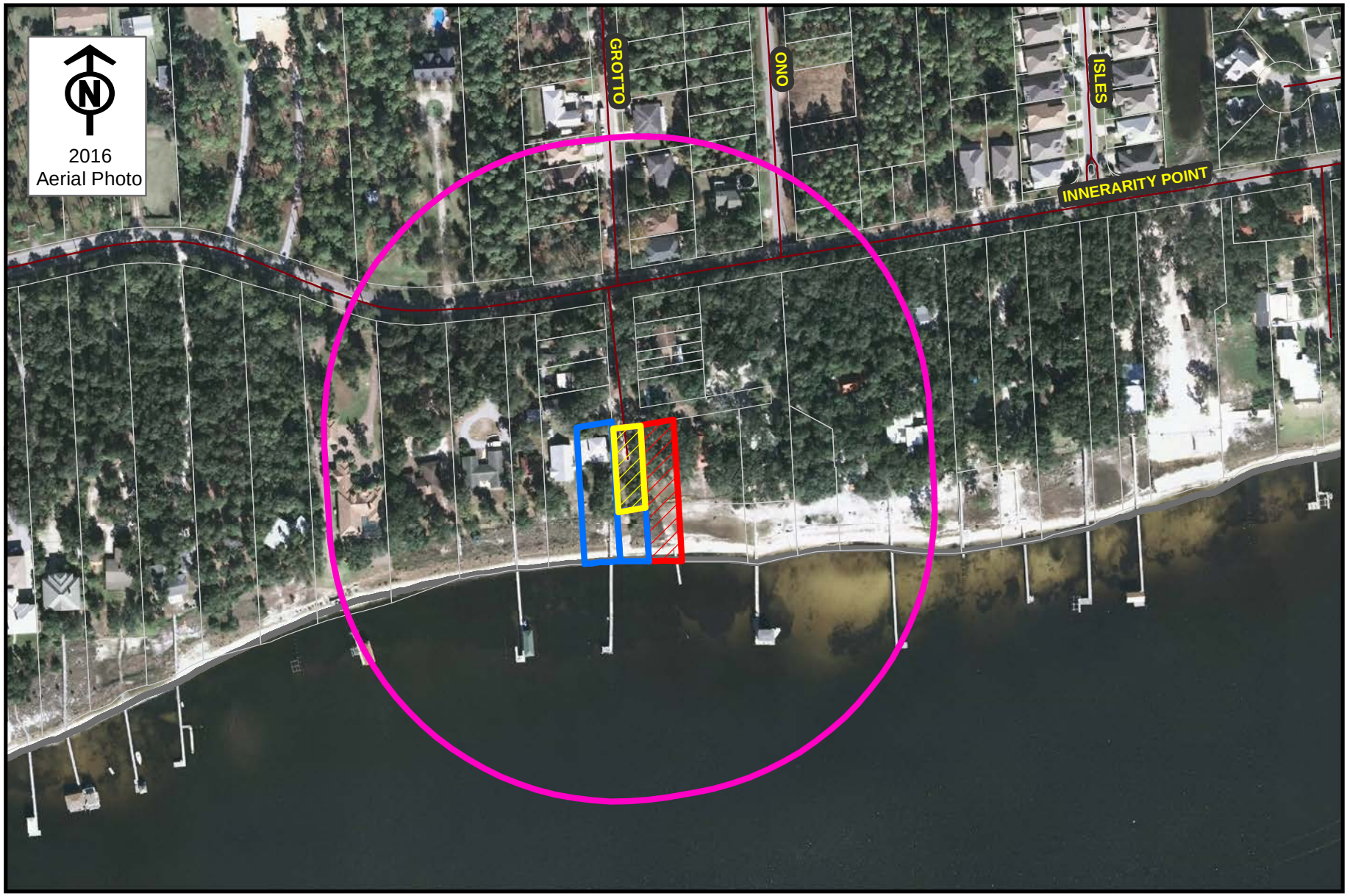
_____
Agent's Phone Number

1/31/18
_____
Date:

Exhibit "A"

REQUEST TO VACATE UNIMPROVED RIGHT-OF-WAY KNOWN AS GROTTO AVENUE

Petitioner: GEORGE POWERS



ESCAMBIA COUNTY
ENGINEERING DIVISION

KPJ 11/17/17 DISTRICT 2

Powers Property

Mead Property

Vacation Area

500' Radius

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13733 **County Administrator's Report 9. 9.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 03/01/2018
Issue: Use of Artel Gallery Space by the American Cancer Society, Inc.
From: Jack Brown, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Allowing the American Cancer Society, Inc., Relay for Life Division, to Use the Artel Gallery for a Masquerade Ball Fundraiser - Jack R. Brown, County Administrator

That the Board take the following action concerning the use of the Artel Gallery:

A. Approve the use of the Artel Gallery space for the American Cancer Society, Inc., Relay for Life Division, to hold a Masquerade Ball on Saturday, March 10, 2018, from 6:00 p.m., until 11:00 p.m.;

B. Grant permission for the American Cancer Society, Inc., Relay for Life Division, to serve beer, wine, and alcohol at this event pending that the Certificate of Insurance has been received and approved by Robert Dye, Risk Manager, prior to the event; and

C. Require the American Cancer Society, Inc., Relay for Life Division, to clean-up the Artel Gallery by 10:00 a.m., on Sunday, March 11, 2018.

BACKGROUND:

On February 2, 2018, Amanda Harper from the American Cancer Society Relay for Life Division made a request to use the Artel Gallery to hold a Masquerade Ball fundraiser on Saturday, March 10, 2018 from 6:00 p.m. until 11:00 p.m. As part of the request, they would like to serve beer, wine, and alcohol at this event.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Robert Dye, Risk Manager, needs to approve the Certificate of Insurance prior to the American Cancer Society serving beer or alcohol.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13744 **County Administrator's Report 9. 10.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 03/01/2018
Issue: Revised 2018 Board of County Commissioners' Meeting/Committee of the Whole Workshop Schedule
From: Jack Brown, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Revised 2018 Board of County Commissioners' Meeting/Committee of the Whole Workshop Schedule - Jack R. Brown, County Administrator

That the Board approve the Revised 2018 Board of County Commissioners' Meeting/Committee of the Whole Workshop Schedule, as submitted, to include the First and Second Budget Public Hearings, scheduled on September 4, 2018, at 5:31 p.m., and September 17, 2018, at 5:31 p.m., respectively.

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

Revised BCC-COW 2018 Meeting Schedule

REVISED
2018 MEETING SCHEDULE
BOARD OF COUNTY COMMISSIONERS/COMMITTEE OF THE WHOLE
WORKSHOPS

MEETING	DATE	TIME	CAR DEADLINE 9:00 A.M.	C/W DEADLINE 9:00 A.M.
BCC	JAN. 04, 2018	5:30 P.M.	DEC. 18, 2017	
C/W	JAN. 11, 2018	9:00 A.M.		JAN. 05, 2018
BCC	JAN. 18, 2018	5:30 P.M.	JAN. 08, 2018	
BCC	FEB. 01, 2018	5:30 P.M.	JAN. 22, 2018	
C/W* (Tuesday)	FEB. 06, 2018	9:00 A.M.		JAN. 31, 2018
BCC	FEB. 15, 2018	5:30 P.M.	FEB. 05, 2018	
BCC	MAR. 01, 2018	5:30 P.M.	FEB.16, 2018	
C/W	MAR. 08, 2018	9:00 A.M.		MAR. 02, 2018
BCC	MAR. 15, 2018	5:30 P.M	MAR. 05, 2018	
BCC	APR. 05, 2018	5:30 P.M.	MAR. 23, 2018	
C/W	APR.12, 2018	9:00 A.M		APR. 6, 2018
BCC* (Tuesday)	APR.17, 2018	5:30 P.M.	APR. 04, 2018	
BCC	MAY 03, 2018	5:30 P.M.	APR. 23, 2018	
C/W	MAY 10, 2018	9:00 A.M.		MAY 4, 2018
BCC	MAY 17, 2018	5:30 P.M.	MAY 07, 2018	
BCC	JUN. 07, 2018	5:30 P.M.	MAY 25, 2018	
C/W	JUN. 14, 2018	9:00 A.M.		JUN. 08, 2018
BCC	JUN. 21, 2018	5:30 P.M.	JUN. 11, 2018	
BCC	JUL. 05, 2018	5:30 P.M.	JUN. 25, 2018	
BUDGET COW	JUL. 10, 2018	9:00 A.M.		JUL. 02, 2018
BUDGET COW	JUL. 11, 2018	9:00 A.M.		JUL. 02, 2018
C/W	JUL. 12, 2018	9:00 A.M.		JUL. 06, 2018
BCC	JUL. 19, 2018	5:30 P.M.	JUL. 09, 2018	
BCC	AUG. 02, 2018	5:30 P.M.	JUL. 23, 2018	
C/W	AUG. 09, 2018	9:00 A.M.		AUG. 03, 2018
BCC	AUG. 16, 2018	5:30 P.M.	AUG. 06, 2018	
1st BUDGET PH	SEPT. 04, 2018	5:31 P.M.		
BCC	SEPT. 06, 2018	5:30 P.M.	AUG. 27, 2018	
C/W	SEPT. 13, 2018	9:00 A.M.		SEPT. 07, 2018
2ND BUDGET PH	SEPT. 17, 2018	5:31 P.M.		
BCC	SEPT. 20, 2018	5:30 P.M.	SEPT. 10, 2018	
BCC	OCT. 04, 2018	5:30 P.M.	SEPT. 24, 2018	
C/W	OCT. 11, 2018	9:00 A.M.		OCT. 05, 2018
BCC	OCT. 18, 2018	5:30 P.M.	OCT. 08, 2018	
BCC	NOV. 01, 2018	5:30 P.M.	OCT. 22, 2018	
C/W	NOV. 08, 2018	9:00 A.M.		NOV. 02, 2018
BCC* (Tuesday Installation)	NOV. 20, 2018	9:00 A.M.		
BCC* (Tuesday)	NOV. 20, 2018	5:30 P.M.	NOV. 07,2018	
BCC	DEC. 06, 2018	5:30 P.M.	NOV. 26, 2018	
COW	DEC. 13, 2018	9:00 A.M.		DEC. 07, 2018
BCC+	JAN. 10, 2019	5:30 P.M.	DEC. 10, 2018	

NOTE: 9:00 A.M. – AGENDA REVIEW WORK SESSIONS HELD ON REGULAR BCC MEETING DATES.
4:30 P.M. – PUBLIC FORUM HELD BEFORE ALL REGULAR BCC MEETINGS.
ALL BCC AND C/W MEETINGS WILL BE HELD IN BOARD CHAMBERS, ROOM 100, 221 PLAFOX PLACE.
*THESE MEETINGS WERE SCHEDULED ON A TUESDAY DUE TO VARIOUS SCHEDULING CONFLICTS.
+THIS MEETING IS NOT SCHEDULED IN THE USUAL SEQUENCE OF REGULAR BCC MEETINGS ON THE FIRST AND THIRD THURSDAY, DUE TO THE NEW YEAR HOLIDAY ON JANUARY 1, 2019.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13654 **County Administrator's Report 9. 1.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/01/2018
Issue: Memorandum of Agreement Regarding the Administration of Federal Transit Administration 5307 Funds
From: Mike Crittenden, Director, Mass Transit
Organization: Mass Transit
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Memorandum of Agreement Regarding the Administration of Federal Transit Administration 5307 Funds for the Pensacola, Florida-Alabama Urbanized Area - Mike Crittenden, Mass Transit Director

That the Board take the following action concerning the Memorandum of Agreement (MOA) between Escambia County and Baldwin County Regarding the Administration of Federal Transit Administration 5307 Funds for the Pensacola, Florida-Alabama Urbanized Area:

A. Approve and authorize the Chairman to sign the Memorandum of Agreement Regarding the Administration of Federal Transit Administration (FTA) 5307 Funds for the Pensacola, Florida-Alabama Urbanized Area;

B. Authorize the disbursement of funds to Baldwin County, based upon invoicing, without further action of the Board; and

C. Authorize staff to sign all documents associated with this MOA.

BACKGROUND:

Escambia County is the direct recipient of all FTA section 5307 funds for the Pensacola Urbanized Area (UZA), which includes portions of Baldwin County, Alabama. The Fixing America's Surface Transportation (FAST) Act apportions the Pensacola UZA 5307 funds between the Pensacola UZA in Florida, and the Pensacola UZA in Alabama.

Historically, the amounts apportioned by the FTA for the Pensacola-Alabama UZA have been as follows

2013	$ 31,621
2014	$ 55,828

2015	$ 55,624
2016	$ 57,477
2017	$ 61,944

The Memorandum of Agreement (MOA) states that Escambia County, by and through ECAT, will continue to receive and manage the Pensacola UZA's entire apportionment of 5307 funds, and will keep an accounting of those 5307 funds specifically apportioned by the FAST Act to the Pensacola UZA in Alabama. Baldwin County will submit project(s) to ECAT for programming 5307 funds and to the Florida-Alabama Transportation Planning Organization (TPO) for inclusion in the TPO's Transportation Improvement Program (TIP). Baldwin County will invoice ECAT to receive reimbursement for project costs from Baldwin County's portion of the 5307 funds.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual has reviewed and signed the MOA as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Mass Transit Department staff will coordinate with Baldwin County.

Attachments

MOA

EASTERN SHORE MPO

FAIRHOPE OFFICE (SATELLITE COURTHOUSE)
1100 FAIRHOPE AVENUE
FAIRHOPE, ALABAMA 36532
TELEPHONE: (251) 990-4640
FAX: 251-580-2590

January 29, 2018

Ms. Kristin Hual
Senior Assistant County Attorney
Escambia County Board of County
Commissioners
221 Palafox Place, Suite 430
Pensacola, Florida 32502

Re: Fl-AL TPO 5307 Transit Funds - Memorandum of Agreement

Dear Ms. Hual:

Please find enclosed the Florida-Alabama TPO 5307 Transit funds Memorandum of Agreement which has been executed by the City of Orange Beach and the Baldwin County Commission.

If you have any questions or need any additional information please do not hesitate to contact me at (251) 990-4643.

Sincerely,

Sarah H. Sislak

Sarah Hart Sislak
MPO Coordinator

COUNTY ATTORNEYS OFFICE
31 JAN2018
PM03:56

City of
Orange Beach
ALABAMA
Life is better here

November 16, 2017

Ms. Sarah C. Hart
Eastern Shore MPO
Fairhope Satellite Courthouse
1100 Fairhope Avenue
Fairhope, AL 36532

Re: FL-AL TPO 5307 Transit Funds - Memorandum of Agreement

Dear Ms. Hart:

Please find attached the FL-AL TPO 5307 Memorandum of Agreement, executed by the Mayor of Orange Beach. Please let me know if you require anything else from the City. Thank you for all your help on this.

Sincerely,

Kit Alexander
Director
Engineering & Environmental Services

PO BOX 2432
4101 ORANGE BEACH BLVD.
ORANGE BEACH, ALABAMA 36561
PHONE: 251.981.2610 CELL: 251.747.1614
FAX: 251.981.3725

RESOLUTION NO. 17-184

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF AGREEMENT WITH ESCAMBIA AND BALDWIN COUNTIES FOR THE ADMINISTRATION OF FEDERAL TRANSIT ADMINISTRATION 5307 FUNDS FOR THE PENSACOLA, FLORIDA – ALABAMA URBANIZED AREA

FINDINGS:

1. The City of Orange Beach, Baldwin County, and Escambia County have reached an agreement (attached Exhibit A) whereby Escambia will be the recipient and provide management of the Pensacola UZA apportionment of FTA 5307 funds and Baldwin County will submit Baldwin County and Orange Beach projects to Escambia County for programming the Alabama apportionment of those 5307 funds.

2. After having reviewed the agreement, the City Council has determined that the provisions are in the best interest of the City of Orange Beach, Alabama.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ORANGE BEACH, ALABAMA, AS FOLLOWS:

1. That the Mayor is hereby authorized to execute the agreement in substantially the form and of substantially the content now before the Council between the City of Orange Beach, Escambia County, and Baldwin County for the administration of Federal Transit Administration 5307 funds for the Pensacola, Florida – Alabama Urbanized Area on behalf of the City of Orange Beach subject to final approval by the City Attorney; and

2. That this Resolution shall become effective upon its adoption.

ADOPTED THIS 14th DAY OF NOVEMBER, 2017.

Renee Eberly
City Clerk

CERTIFICATE

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 17-184, which was duly and legally adopted at a regular meeting of the City Council on November 14, 2017.

City Clerk

MEMORANDUM OF AGREEMENT REGARDING THE ADMINISTRATION OF FEDERAL TRANSIT ADMINISTRATION 5307 FUNDS FOR THE PENSACOLA, FLORIDA-ALABAMA URBANIZED AREA

This Agreement is made and entered by and between Escambia County, a political subdivision of the State of Florida, acting through its Board of County Commissioners (hereinafter "Escambia County"), Baldwin County, a political subdivision of the State of Alabama, acting by and through the Baldwin County Commission (hereinafter referred to as "Baldwin County"), and the City of Orange Beach (hereinafter referred to as "Orange Beach").

WITNESSETH:

WHEREAS, Escambia County is the direct recipient and manager of all Federal Transit Administration (FTA) 5307 funds for the Pensacola, Florida-Alabama Urbanized Area (hereafter "Pensacola UZA"); and

WHEREAS, the Pensacola UZA includes the City of Orange Beach and portions of Baldwin County, Alabama; and

WHEREAS, Escambia County Area Transit (hereafter "ECAT"), a fixed-route public transportation service provided by Escambia County, does not provide public transit service in Baldwin County; and

WHEREAS, the Fixing America's Surface Transportation (FAST) Act (Pub. L. No. 114-94) (hereafter "FAST Act") apportions the Pensacola UZA 5307 funds between the Pensacola UZA in Florida and the Pensacola UZA in Alabama.

NOW, THEREFORE, Baldwin County, Escambia County, and Orange Beach, hereby acknowledge and agree as follows:

1. The recitals contained in the Preamble of this Agreement are declared to be true and correct and are incorporated into this Agreement.

2. Escambia County, by and through ECAT, will continue to receive and manage the Pensacola UZA's entire apportionment of 5307 funds, and will keep an accounting of those 5307 funds specifically apportioned by FAST Act to the Pensacola UZA in Alabama.

3. Baldwin County will submit project(s) to ECAT for programming 5307 funds and to the Florida-Alabama Transportation Planning Organization (TPO) for inclusion in the TPO's Transportation Improvement Program (TIP). Baldwin County will invoice ECAT to receive reimbursement for project costs from Baldwin County's portion of the 5307 funds.

4. Subject to all applicable laws, rules, and regulations, this Agreement shall become effective upon the same date as its full execution and shall continue from the date of full execution for a term of three (3) years so long as Escambia County is the direct recipient and manager of the FTA

5307 funds for the Pensacola UZA which are apportioned or appropriated for use in the Urbanized Area in Alabama.

5. The parties agree that any state or federal court action or other proceeding relating to this Agreement shall be instituted and prosecuted in the County of Escambia, Florida.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties subscribed below:

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Jeff Bergosh, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

(SEAL)

Approved as to form and legal sufficiency:

By/Title:
Date: 2/12/18

Baldwin County Commission

1-16-2018

Vice Chairperson: ~~Frank Burt, Jr.~~ Charles T. Gruber Date

Attest:

County Administrator: Ronald J. Cink

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, Monica E. Taylor a Notary Public in and for said County, in said State, hereby certify that ~~T. Christopher Elliott~~ Charles T. Gruber Vice, as Chairperson of the Baldwin County Commission, and whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this date that, being informed of the contents of said instrument, he executed the same voluntarily for and as an act of the Baldwin County Commission.

Given under my hand and official seal, this the 16th day of January, 2018.

Monica E. Taylor
Notary Public
My Commission Expires: MONICA E TAYLOR My Commission Expires October 6, 2021

City of Orange Beach

11/15/2017

Mayor: Tony Kennon — Date

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, Renee Chang Eberly, a Notary Public in and for said County, in said State, hereby certify that Tony Kennon, as Mayor of the City of Orange Beach, and whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this date that, being informed of the contents of said instrument, he executed the same voluntarily for and as an act of the City of Orange Beach.

Given under my hand and official seal, this the 15th day of Nov., 2017.

Notary Public
My Commission Expires:
My Commission Expires 5/03/2021

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13572 **County Administrator's Report 9. 2.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/01/2018
Issue: Contract Amendment to FY 2017-2018 State Financial Recipient Assistance Agreement (Contract #024778) with FDACS for Mosquito Control
From: Chips Kirschenfeld, Director
Organization: Natural Resources
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Contract Amendment to Fiscal Year 2017-2018 State Financial Assistance Recipient Agreement with the Florida Department of Agriculture and Consumer Services, Division of Administration, for the Mosquito Control Division - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board approve and authorize the Chairman to sign the Contract Amendment to the Fiscal Year 2017-2018 State Financial Assistance Recipient Agreement (Contract #024778) with the Florida Department of Agriculture and Consumer Services (FDACS), Division of Administration, for the Mosquito Control Division, which amends the not-to-exceed amount FDACS will pay from $31,540.00 to $32,467.64.

[Funding: Fund 106, Mosquito and Arthropod Control, Cost Center 220703, M&A State One Funds]

BACKGROUND:

Florida Statutes, Chapter 388, and Florida Administration Code, Chapter 5E-13, authorizes the Florida Department of Agriculture and Consumer Services to regulate and administer mosquito control throughout the State of Florida. Compliance with the annual State Financial Assistance Recipient Contract provides for Grant Funding to be distributed to the Escambia County Mosquito Control Division.

BUDGETARY IMPACT:

Fund 106, Mosquito and Arthropod Control, Cost Center 220703, M&A State One Funds. Amendment will increase contract amount from $31,540.00 to $32,467.64 for Fiscal Year 2017-2018.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Amendment to FY 2017-2018 State Financial Assistance Recipient Contract #24778 for Mosquito Control was reviewed by Kristin Hual, Senior Assistant County Attorney, and found to be legally sufficient.

PERSONNEL:

No impact to personnel associated with this recommendation.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Policy II.B.8. This recommendation is consistent with the Board's goals and objectives for capitalizing on alternative revenue generation without increasing tax burden.

IMPLEMENTATION/COORDINATION:

The Mosquito Control Division management will ensure that Escambia County complies with the annual State Financial Assistance Recipient Contract #24778 and performs all required activities.

Attachments

FDACS Amd 024778

ResumePage 12-14-2017 FDACS Contract 024778 for MosquitoControl

---

Florida Department of Agriculture and Consumer Services
Division of Adminstration

ADAM H. PUTNAM
COMMISSIONER

CONTRACT AMENDMENT

Please Respond To: Misty White
Agricultural Environmental Services
3125 Conner Boulevard, Suite E
Tallahassee, Florida 32399-1650

Matthew Mello
Escambia County Mosquito Control
611 Highway 297A
Cantonment, Florida 32533

RE: Amendment of Contract # 24778 dated 11/27/17.

This letter, upon execution by both parties and attachment to the original contract shall serve to amend said contract. The contract shall be amended as follows:

Page 3, paragraph 3 currently reads: The DEPARTMENT will pay the RECIPIENT as follows: An amount not to exceed $31,540.00 payable in equal quarterly installments upon receipt of required reports submitted to the DEPARTMENT within statutory deadlines.

Shall be amended to read as: The DEPARTMENT will pay the RECIPIENT as follows: An amount not to exceed $32,467.64 payable in equal quarterly installments upon receipt of required reports submitted to the DEPARTMENT within statutory deadlines.

Page 12, paragraph 6 currently reads: State resources awarded to the RECIPIENT pursuant to this agreement and are from Florida Department of Agriculture and Consumer Services, CSFA: 42.003, $31,540.00.

Shall be amended to read as: State resources awarded to the RECIPIENT pursuant to this agreement and are from Florida Department of Agriculture and Consumer Services, CSFA: 42.003, $32,467.64.

NO OTHER PROVISIONS OF THIS CONTRACT ARE AMENDED OR OTHERWISE ALTERED BY THIS AMENDMENT.

ADAM H. PUTNAM
COMMISSIONER

CONTRACT AMENDMENT

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Joey B. Hicks
Director of Administration
Department of Agriculture
and Consumer Services

1/12/18
(Date)

(Signature)

Jeff Bergosh, Chairman
(Title)

(Company)

(Date)

PAM CHILDERS
ATTEST: Clerk of the Circuit Court

Deputy Clerk

Approved as to form and legal sufficiency.

By/Title:

Date: 1/23/18

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-29. Approval of Various Consent Agenda Items – Continued

11. Approving the payment to the County's General Lines Agent, USI Insurance Services, LLC, in the amount of $253,199, to provide commercial property insurance through VFIS, a division of Glatfelter Insurance Group, for the Fire Department property, vehicles, and equipment for the period of January 1, 2018, through December 31, 2018; the Statutory Death and Accident and Health Policies renew separately with individual premiums under $50,000 (Funding: Fund 143, Fire MSBU [Municipal Services Benefit Unit] Fund, Cost Center 330206, Object Code 54501).

12. Taking the following action concerning the Fiscal Year (FY) 2017-2018 State Financial Assistance Recipient Agreement with the Florida Department of Agriculture and Consumer Services (FDACS), Division of Administration, for the Mosquito Control Division (Funding: Fund 106, Mosquito and Arthropod Control, Cost Center 220703, M & A State One Funds):

    A. Approving the FY 2017-2018 State Financial Assistance Recipient Agreement (FDACS Contract #024778) for Mosquito Control, in the amount of $31,540; and

    B. Authorizing the Chairman to sign the Agreement.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13681 **County Administrator's Report 9. 3.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/01/2018
Issue: Authorization for over $50,000 Cumulative Expenditures in FY 2017-2018 for Demolition or Lot Clearing Services
From: Chips Kirschenfeld, Division Manager
Organization: Natural Resources
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Authorization for Cumulative Expenditures Over $50,000, in Fiscal Year 2017-2018 for the Department of Natural Resources for Demolition or Lot Clearing Services - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board authorize cumulative total expenditures over $50,000, in Fiscal Year 2017-2018, to contractors performing demolition or lot clearing services for the Department of Natural Resources, Code Enforcement Division, for individual projects of less than $50,000, based on competitive quotes. The request is being made in advance of the cumulative total of expenditures exceeding $50,000 this Fiscal Year for the following vendors:

Applied Construction Management, LLC, Vendor No. 013673
Andala Enterprises, Inc., Vendor No. 422299
Bellview Site Contractors, Inc., Vendor No. 022702
B.R. Bonner's Hauling, Inc., Vendor No. 020229
Castellani Hauling, Inc., Vendor No. 031326
Common Area Solutions, LLC, Vendor No. 034266
Daniel W. Meadows - dba Meadows Maintenance, Vendor No. 406895
Derek G. Henry - dba Hoosier Lawn Guy?, Vendor No. 040755
Larry Gates Construction, Inc., Vendor No. 423827
Southern Girl Botanicals, LLC, Vendor No. 194119
Webster Construction, Inc., Vendor No. 420065
West Pensacola Lawn Care, LLC, Vendor No. 232061

[Funding Source: Fund 103, Environmental Code Enforcement Fund, Cost Center 220110, Object Code 53401]

BACKGROUND:

Environmental Code Enforcement obtains three quotes from a pool of qualified contractors for the performance of demolition and lot clearing work, the estimated cost of which is below the mandatory bid amount of $50,000 throughout the year, as needed. The work is awarded based on the lowest quoted cost. The Demolition and Lot Clearing Contractors are qualified through a formal qualification process administered and maintained by the Office of Purchasing. Based on the current activity in FY 17-18, it is anticipated that purchase orders to the contractors listed above may exceed a cumulative value of $50,000.

BUDGETARY IMPACT:

Funding Source: Fund 103, Environmental Code Enforcement Fund, Cost Center 220110, Object Code 53401

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchase and Contracts.

IMPLEMENTATION/COORDINATION:

The Environmental Enforcement Officer identifies the work and obtains the quotes for the operations of demolition and lot clearing. The Office of Purchasing issues the Purchase Order.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13642 **County Administrator's Report 9. 4.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/01/2018
Issue: Certificate of Need - Ultimate Waste Solutions, LLC
From: Pat Johnson, Department Director
Organization: Waste Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Application for a Certificate of Need for Ultimate Waste Solutions, LLC - Patrick T. Johnson, Waste Services Department Director

That the Board take the following action concerning an Application for a Certificate of Need for a Solid Waste Management Activity for Ultimate Waste Solutions, LLC:

A. Approve the Application for a Certificate of Need, permitting Ultimate Waste Solutions, LLC, to operate in Escambia County; and

B. Authorize the Chairman to sign the Certificate

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

BACKGROUND:

An Application for Certificate of Need has been submitted to the Waste Services Department by Ultimate Waste Solutions, LLC to operate in Escambia County. This company anticipates servicing Escambia County by providing the collection and transportation of solid waste directly from commercial sites to the County's landfill.

The Escambia County Code of Ordinances, Chapter 82 *Solid Waste states: "*Any person who engages in any solid waste management activity on a commercial basis, and any person who establishes a solid waste disposal facility, shall also hold a valid certificate of need or current county franchise." An executed Certificate of Need is valid indefinitely unless a change in name or ownership occurs.

BUDGETARY IMPACT:

The required Permit Application Fee of $150.00 has been deposited into Fund 401 Solid Waste, Account Number 343402.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is consistent with the Board of County Commissioners mission statement: “To provide efficient, responsive services that enhance our quality of life, meet the common needs, and promote a safe and healthy community.”

IMPLEMENTATION/COORDINATION:

Following approval of this recommendation, original Certificates of Need will be distributed to the Clerk of the Court, the issuing department and the applicant. A Solid Waste Management Permit will then be issued and distributed accordingly. Compliance with insurance requirements for permits was coordinated with the Office of Risk Management.

Attachments

CON_Ultimate Waste Solutions

CON Backup_Ultimate Waste Solutions

BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA

221 Palafox Place, Ste. 400
Pensacola, Florida 32502

CERTIFICATE OF NEED

FOR A

SOLID WASTE MANAGEMENT ACTIVITY

This certifies that Ultimate Waste Solutions LLC

owned or operated by Ultimate Waste Solutions LLC

at 518 US Highway 90 West, Holt, FL 32564 has submitted the information as required under Escambia County Code of Ordinances, Chapter 82, Solid Waste, and the Board of County Commissioners of Escambia County, Florida has found such documents to conform with the laws and regulations as provided for in the Ordinances. It is further declared that the services to be performed do not violate the requirements of the Ordinances.

Board of County Commissioners of
Escambia County, Florida

_____
Jeff Bergosh, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

BCC APPROVED: _____

Certificate Expires:

Indefinite*, 20__
*Indefinite unless there is a change in the name or ownership.

This is not a permit to operate this service

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

County Courthouse
Pensacola, Florida 32501

APPLICATION FOR CERTIFICATE OF NEED

Date: 1/25/18

TO: **Board of County Commissioners of Escambia County, Florida**
County Courthouse Annex
223 Palafox Place
Pensacola, Florida 32501

(Name of Business) Ultimate Waste Solutions LLC applies for

a Certificate of Need to operate roll off dumpsters (Type of Service), under the

Name of Ultimate Waste Solutions LLC

Owned or operated by Ultimate Waste Solutions LLC (Individual/Corporation/Partnership)

at 518 US Hwy 90 W Holt, FL 32564 (Location of Operation)

Fiscal Year End Dec 31.

Federal Identification Number 82-3121358

Attached hereto is the following information as provided for in Escambia County Code of Ordinances Chapter 82, Solid Waste:

(ATTACH ALL INFORMATION APPLICABLE)

1. ✓ A statement of purpose and need for the activity, service or facility.
2. _____ A statement of funding sources.
3. _____ A statement of financial resources of the applicant.
4. _____ A statement of the cost of operation.
5. ✓ Area to be served.
6. _____ A statement of existing facilities or services available in area to be served.
7. _____ Other information requested by the Board.

NOTE: Information described in No. 2 ,3, and 4 above shall not be required from persons desiring Certificate of Need to provide "non-residential solid waste" management activities, services, or facilities.

(Signature of Applicant)

Ultimate Waste Solutions LLC
PO Box 462
Holt, FL 32564

January 25, 2018

Escambia County
Waste Services Department
13009 Beulah Rd
Cantonment, FL 32533

Ultimate Waste Solutions LLC is submitting this request for a Certificate of Need and a Solid Waste Management permit.

Our company will provide dumpsters and removal service for construction Waste in Escambia County, Florida.

Please contact Lisa Mashburn at 850-306-5386 if you have any questions.

Sincerely,

Lisa Mashburn

Lisa Mashurn
Office Manager

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13708 **County Administrator's Report 9. 5.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/01/2018
Issue: Certificate of Need - J & M Dozer Service, Inc.
From: Pat Johnson, Department Director
Organization: Waste Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Application for a Certificate of Need for J & M Dozer Service, Inc. - Patrick T. Johnson, Waste Services Department Director

That the Board take the following action concerning an Application for a Certificate of Need for a Solid Waste Management Activity for J & M Dozer Service, Inc.:

A. Approve the Application for a Certificate of Need, permitting J & M Dozer Service, Inc., to operate in Escambia County; and

B. Authorize the Chairman to sign the Certificate.

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

BACKGROUND:

An Application for Certificate of Need has been submitted to the Waste Services Department by J & M Dozer Service, Inc., to operate in Escambia County. This company anticipates servicing Escambia County by providing containers and removal services for land clearing, demolition, construction and site prep in Escambia County, Florida.

The Escambia County Code of Ordinances, Chapter 82 *Solid Waste states: "*Any person who engages in any solid waste management activity on a commercial basis, and any person who establishes a solid waste disposal facility, shall also hold a valid certificate of need or current county franchise." An executed Certificate of Need is valid indefinitely unless a change in name or ownership occurs.

BUDGETARY IMPACT:

The required Permit Application Fee of $150.00 has been deposited into Fund 401 Solid Waste, Account Number 343402.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is consistent with the Board of County Commissioners mission statement: “To provide efficient, responsive services that enhance our quality of life, meet the common needs, and promote a safe and healthy community.”

IMPLEMENTATION/COORDINATION:

Following approval of this recommendation, original Certificates of Need will be distributed to the Clerk of the Court, the issuing department and the applicant. A Solid Waste Management Permit will then be issued and distributed accordingly. Compliance with insurance requirements for permits was coordinated with the Office of Risk Management.

Attachments

CON_J & M Dozer

CON Backup_J & M Dozer

BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA

221 Palafox Place, Ste. 400
Pensacola, Florida 32502

CERTIFICATE OF NEED
FOR A

SOLID WASTE MANAGEMENT ACTIVITY

This certifies that J & M Dozer Service, Inc.

owned or operated by J & M Dozer Service, Inc.

at 810 W. Bogia Rd., McDavid, FL 32568 has submitted the information as required under Escambia County Code of Ordinances, Chapter 82, Solid Waste, and the Board of County Commissioners of Escambia County, Florida has found such documents to conform with the laws and regulations as provided for in the Ordinances. It is further declared that the services to be performed do not violate the requirements of the Ordinances.

Board of County Commissioners of
Escambia County, Florida

_____
Jeff Bergosh, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

BCC APPROVED: _____

Certificate Expires:

Indefinite*, 20__
*Indefinite unless there is a change in the name or ownership.

This is not a permit to operate this service



February 13, 2018

Escambia County
Waste Services Department
13009 Beulah Rd.
Cantonment, FL 32533

J&M Dozer Service, Inc. is submitting this request for a Certificate of Need and a Solid Waste Management permit.

Our company will provide containers and removal service for land clearing, demolition, construction and site prep in Escambia County Florida.

Please John Godwin at (850) 516-6907 if you have any questions.

Sincerely,

John Godwin
Owner

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

County Courthouse
Pensacola, Florida 32501

APPLICATION FOR
CERTIFICATE OF NEED

TO: **Board of County Commissioners**
of Escambia County, Florida
County Courthouse Annex
223 Palafox Place
Pensacola, Florida 32501

Date: February 13, 2018

(Name of Business) J&M Dozer Service, Inc. applies for

a Certificate of Need to operate Solid Waste Hauling, under the
(Type of Service)

Name of J&M Dozer Service, Inc.

Owned or operated by J&M Dozer Service, Inc.
(Individual/Corporation/Partnership)

at 810 W. Bogia Road, McDavid, FL 32568
(Location of Operation)

Fiscal Year End Decmber

Federal Identification Number 20-4853155

Attached hereto is the following information as provided for in Escambia County Code of Ordinances Chapter 82, Solid Waste:

(ATTACH ALL INFORMATION APPLICABLE)

1. _____ A statement of purpose and need for the activity, service or facility.
2. _____ A statement of funding sources.
3. _____ A statement of financial resources of the applicant.
4. _____ A statement of the cost of operation.
5. _____ Area to be served.
6. _____ A statement of existing facilities or services available in area to be served.
7. _____ Other information requested by the Board.

NOTE: Information described in No. 2 ,3, and 4 above shall not be required from persons desiring Certificate of Need to provide "non-residential solid waste" management activities, services, or facilities.

_____
(Signature of Applicant)

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13697 **County Administrator's Report 9. 6.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/01/2018
Issue: Purchase Agreement for Cyber Security Services
From: Shawn Fletcher, IT Director
Organization: Information Technology
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Purchase Agreement for Cyber Security Services with the Center for Internet Security, Inc. - Shawn Fletcher, Information Technology Department Director

That the Board take the following action concerning the Purchase Agreement for Cyber Security Services with the Center for Internet Security, Inc. (CIS):

A. Approve the Purchase Agreement for Cyber Security Services with the Center for Internet Security, Inc. (CIS), to provide managed security services through intrusion detection and monitoring service for the Escambia County Board of County Commissioners. The Network Security Monitoring and Analysis Service fee is $940 monthly, for a total of $11,280 yearly, with an initiation service one-time fee of $900; and

B. Authorize the County Administrator to execute the Purchase Agreement for Cyber Security Services being performed by the Center for Internet Security, Inc. (CIS) and all documents related to the acceptance of this Agreement to conduct internal continuous monitoring of networks and systems between the Multi-State Information Sharing and Analysis Center (MS-ISAC) and the Escambia County Board of County Commissioners.

[Funding: The first year of this Purchase Agreement for Cyber Security Services will be funded by the Supervisor of Elections until September 30, 2018. Then for Fiscal Year 2018-2019 the Information Technology Department will take over the payment for the Agreement]

BACKGROUND:

The Center for Information Security (CIS), through its Multi-State Information Sharing and Analysis Center (MS-ISAC) has been recognized by the United States Department of Homeland Security (DHS) as a key Cyber Security resource for all fifty states, local governments, tribal nations, and US territories. This agreement will allow for the Escambia County Board of County Commissioners (ECBCC) to have the security professionals of CIS to monitor the incoming and outgoing internet traffic for any potential vulnerabilities. CIS will also assist in any remediation needs related to a cyber security event. This is a very cost effective partnership that is being encouraged by the Florida Secretary of State for all counties to implement.

The goals of this agreement are to obtain more security related information about the Escambia County Board County Commissioner network and to form a partnership with The Center for Information Security (CIS), through its Multi-State Information Sharing and Analysis Center (MS-ISAC).

BUDGETARY IMPACT:

The first year of this Purchase Agreement for Cyber Security Services will be fund by Supervisor of Election until September 30, 2018. Then after for Fiscal Year 2018 - 2019 The Information Technology Department will take over the payment for the agreement.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Purchase Agreement for Cyber Security Services has been approved as to form and Legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval required by Ordinance 2001-60.

IMPLEMENTATION/COORDINATION:

Center for Internet Security (CIS) and Information Technology Department will be responsible for the implementation.

Attachments

Purchase Agreement For Cyber Security Services

PURCHASE AGREEMENT FOR
CYBER SECURITY SERVICES

This **PURCHASE AGREEMENT** (Agreement) by and between the Center for Internet Security, Inc. ("CIS"), located at 31 Tech Valley Drive, East Greenbush, NY 12061-4134, and Escambia County, FL ("Customer") with its principal place of business at: 221 Palafox Place, Suite 210, Pensacola, FL 32502 for Cyber Security Services, as defined herein below (CIS and Customer collectively referred to as the "Parties").

WITNESSETH:

WHEREAS, CIS, through its Multi-State Information Sharing and Analysis Center (MS-ISAC) has been recognized by the United States Department of Homeland Security as the governmental ISAC and as a key Cyber Security resource for all fifty states, local governments, tribal nations and United States territories ("SLTTs"); and

WHEREAS, CIS operates twenty-four hours a day, seven days per week (24/7) Security Operations Center (SOC), as further described herein; and

WHEREAS, CIS offers certain fee-based Cyber Security Services (as defined herein) to SLTTs and Customer desires to procure such Cyber Security Services, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties do hereby agree as follows:

I. Definitions

A. **Security Operation Center (SOC)** – 24 X 7 X 365 watch and warning center that provides network monitoring, dissemination of cyber threat warnings and vulnerability identification and mitigation recommendations.

B. **Cyber Security Services**. Cyber Security Services consist of the following services, plus any additional services as CIS may add in the future:

1. **Device Monitoring Services**: Device Monitoring Services comprises the following, each of which may be selected separately:

a. Managed Security Services (MSS): monitoring and/or management of security devices, with security event analysis and notification.

b. Netflow/IDS Monitoring and Analysis Service: combined Netflow and intrusion detection system monitoring, with analysis of related data; event notification and delivery; and management of associated devices, including software necessary for service delivery. Also referred to as Albert monitoring services.

2. **Vulnerability Assessment Services**: services to identify, prioritize and report critical vulnerabilities with network and web application assessments.

3. **Cyber Security Consulting Services**: customized cyber security services, including without limitation, penetration testing, phishing exercises and review and development of cyber security policies.

II. Selection of Cyber Security Services

A. Subject to the terms and conditions contained herein, CIS hereby agrees to supply Customer with the Cyber Security Services as requested during the term of this Agreement. Initially, CIS shall provide Customer with the Cyber Security Services specified in Appendix A ("Initial Cyber Security Services"). Additional Cyber Security Services may be ordered by Customer during the Term of this Agreement by submitting a Letter Order to CIS in the form attached to Appendix A; such purchases are also subject to the terms and conditions contained in Appendices B and C, described below, to extent applicable. The start date of subsequent orders for Cyber Security Services will be dependent upon CIS receiving sufficient information to begin services.

Letter Order should be sent to:
Center for Internet Security, Inc.
31 Tech Valley Drive
East Greenbush, NY 12061-4134
Attn: Partner Services
or email to: Mark.Perry@cisecurity.org

B. At any time during the Term of this Agreement, CIS may offer new Cyber Security Services or cancel a Cyber Security Services offering; cancellations will be subject to the notice requirements set forth in Section V herein.

C. CIS also offers Cyber Security Consulting Services. Because these services are customized to meet Customer's particular needs, such services may be subject to specific terms and conditions, which can be done through a Letter Order and accompanying Statement of Work.

III. Consideration, Payment Terms

A. Consideration. As consideration for the Initial Cyber Security Services requested by Customer, Customer hereby agrees to pay to CIS the costs for such Cyber Security Services as specified in Appendix A.

B. Pricing for Additional Cyber Security Services. Pricing for any additional Cyber Security Services will be provided by CIS to Customer at the time of the request.

C. Pricing for Subsequent Terms. At least ninety, (90) days prior to the end of any Term of this Agreement, CIS shall provide Customer with updated pricing for Cyber Security Services to apply for the subsequent Term. Unless Customer terminates the Agreement in accordance with the provision of Section V(A) of this Agreement, the parties agree that Appendix A will be amended to incorporate the updated pricing for the subsequent Term.

D. Payment Terms. CIS shall invoice Customer monthly for Cyber Security Services, unless Customer has selected a service that is provided less frequently than monthly, in which case, CIS will invoice Customer based on the frequency of the service provided. Payments and any interest on late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes.

IV. Additional Terms and Conditions

A. Device Monitoring Services. Appendix B, which is attached hereto and incorporated herein, contains additional terms and conditions applicable to the purchase and implementation of Device Monitoring Services. In the event that Customer purchases Device Monitoring Services at any time during the Term of this Agreement, Customer acknowledges that purchase and acceptance of Device Monitoring Services is subject to the terms and conditions of Appendix B.

B. Vulnerability Assessment Services. Appendix C, which is attached hereto and incorporated herein, contains additional terms and conditions applicable to the purchase and implementation of Vulnerability Assessment Services. In the event that Customer purchases Vulnerability Assessment Services at any time during the Term of this Agreement, Customer acknowledges that purchase and acceptance of Vulnerability Assessment Services is subject to the terms and conditions of Appendix C.

V. Term of this Agreement; Termination

A. Term; Renewal. This Agreement will commence on the date it is signed by both Parties (the "Effective Date"), and shall continue in full force and effect for a period of twelve (12) months from the Effective Date (the "Term"), unless otherwise earlier terminated pursuant to the terms of this Section V. The Agreement will automatically renew for additional term(s) of one year unless either party provides the other party with written notice of its intent not to renew at least thirty (30) days prior to the end of the Term.

B. Termination. Either party may terminate this Agreement during the Term by providing written notice to the party thirty (30) days prior to termination. Unless otherwise specified in the additional terms and conditions related to the particular Cyber Security Service, either party may terminate a particular Cyber

Security Service being provided under this Agreement by providing written notice to the other party thirty (30) days prior to termination of the service.

VI. Title, Limitation of Warranties and Liability

A. Title. CIS will at all times retain title to hardware and/or software provided to Customer during the Term of this Agreement. Upon termination or expiration (including non-renewal) of this Agreement, Customer will return all hardware and/or software provided under this Agreement within thirty (30) days of such expiration or termination.

The Customer shall own all right, title and interest in its data that is provided to CIS pursuant to this Agreement. Customer hereby grants CIS a non-exclusive, non-transferable license to access and use such data to the extent necessary to provide Cyber Security Services under this Agreement.

B. **LIMITATION OF LIABILITY.** CIS DOES NOT ASSUME ANY RESPONSIBILITY OR LIABILITY FOR ANY ACT OR OMISSION OR OTHER PERFORMANCE RELATED TO THE PROVISION OF CYBER SECURITY SERVICES, INCLUDING ANY ACT OR OMISSION BY CONTRACTORS OR SUBCONTRACTORS OF CIS, OR FOR THE ACCURACY OF THE INFORMATION PROVIDED AS PART OF THE SERVICES. THE SERVICES ARE PROVIDED ON AN "AS-IS" BASIS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED.

C. Hold Harmless. CIS agrees to protect, defend, indemnify and hold Customer, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of the error, omission, recklessness, negligent act or willful misconduct of CIS. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury or of any other tangible or intangible personal or administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. CIS further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at its sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.

VII. Confidentiality Obligation

CIS acknowledges that certain confidential or proprietary information may either be provided by Customer to CIS or generated in the performance of the Cyber Security Services, including without limitation: information regarding the infrastructure and security of Customer information systems; assessments and plans that relate specifically and uniquely to the vulnerability of Customer information systems; the results of tests of the security of Customer information

systems insofar as those results may reveal specific vulnerabilities; or information otherwise marked as confidential by Customer ("Confidential Information"). The Customer acknowledges that it may receive from CIS trade secrets and confidential and proprietary information ("Confidential Information"). To the extent permitted by law, each party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. However, neither party bears any responsibility for safeguarding information that: (i) is publicly available, subject to public records request pursuant to applicable state statutes; (ii) already in the other party's possession and not subject to a confidentiality obligation; (iii) obtained by the other party from third parties without restrictions on disclosure; (iv) independently developed by the other party without reference to Confidential Information; or (v) required to be disclosed by order of a court or other governmental entity. CIS shall be permitted to disclose relevant aspects of such Confidential Information to its officers, employees, CIS's third party Cyber Security Services partners including federal partners provided that they agree to protect the Confidential Information to the same extent as required under this Agreement. The Parties agree to use all reasonable steps to ensure that Confidential Information received under this Agreement is not disclosed in violation of this Section VII. The obligations of the Parties pursuant to this paragraph shall survive the termination of this Agreement. Nothing in this Agreement shall prohibit CIS from using aggregated data of its customers in any format for any purpose, provided that such data cannot be identified to or associated with Customer.

PUBLIC RECORDS. CIS 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. CIS 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. CIS 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, CIS 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 CIS fails to abide by the provisions of Chapter 119, Florida Statutes, the Customer/County may, without prejudice to any other right or remedy and after giving seven (7) days written notice, during which period CIS still fails to allow access to such documents, terminate this Agreement.

IF CIS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE 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

VIII. Force Majeure

Neither Party shall be liable for performance delays or for non-performance due to causes beyond its reasonable control.

IX. No Third Party Rights

Except as otherwise expressly stated herein, nothing in this Agreement shall create or give to third parties any claim or right of action of any nature against Customer or CIS.

X. Assignment

Neither Party may assign their rights and obligations under this Agreement without the prior written approval of the other party, which approval shall not be unreasonably withheld, conditioned or delayed. This Agreement shall be binding upon and inure to the benefits of each Party and their respective successors and assigns.

XI. Notices

A. All notices permitted or required hereunder shall be in writing and shall be transmitted either: via certified or registered United States mail, return receipt requested; by facsimile transmission; by personal delivery; by expedited delivery service; or by e-mail with acknowledgement of receipt of the notice.

Such notices shall be addressed as follows or to such different addresses as the Parties may from time-to-time designate:

CIS

Name: Mark Perry
Title: Program Executive
Address: Center for Internet Security, Inc.
31 Tech Valley Drive
East Greenbush, NY 12061-4134
Phone: (518) 266-3476
E-Mail: mark.perry@cisecurity.org

Customer

Name: Shawn Fletcher
Title: IT Director
Address: 221 Palafox Place, Suite 210
Pensacola, FL 32502
Phone: (805) 595-1678

E-Mail: spfletch@myescambia.com

B. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

C. The Parties may, from time to time, specify any new or different contact information as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other Party sent in accordance herewith. The Parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the Parties for purposes of implementation and administration, resolving issues and problems and/or for dispute resolution.

XII. Governing Law and Jurisdiction

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 action shall be in the County of Escambia.

XIII. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either Party unless such waiver is given in writing by the other party. No such waiver shall be a waiver or any past or future default, breach or modification of any of the terms, provision, conditions or covenants of the Agreement unless expressly set forth in such waiver.

XIV. Entire Agreement; Amendments

This Agreement and the appendices attached hereto constitute the entire understanding and agreement between the Parties with respect to the subject matter hereof and replace and supersede all prior understandings, communications, agreements or arrangements between the parties with respect to this subject matter, whether oral or written. This Agreement may only be amended as agreed to in writing by both Parties.

XV. Partial Invalidity

If any provision of this Agreement be adjudged by a court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

XVI. Independent Contractor Status. In the performance of this Agreement hereunder, CIS is an independent contractor. CIS shall not hold itself out as an employee, agent or servant of the Customer/County; and CIS shall not have the power or authority to bind the Customer/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 Customer/County.

The foregoing has been agreed to and accepted by the authorized representatives of each party whose signatures appear below:

Escambia County, Florida, a political subdivision of the State of Florida,

Witness: _____

By: _____
Jack R. Brown, County Administrator

Witness: _____

Date: _____

BCC Approved: _____

CENTER FOR INTERNET SECURITY, INC.
Federal Identification No.

_____

Approved as to form and legal sufficiency.
By/Title: _____
Date: 2/14/18.

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

_____
Corporate Secretary

[SEAL]

LIST OF APPENDICES

APPENDIX A-Initial Cyber Security Services Order and Form of Letter Order

APPENDIX B-Additional Terms and Conditions for Device Monitoring Services

APPENDIX C-Additional Terms and Conditions for Vulnerability Assessment Services

APPENDIX A

INITIAL CYBER SECURITY SERVICES ORDER

SKU	Description of Service	Qty	Monthly Per Device	One Time	1st Year Total
CIS-20-04-1200	Network Security Monitoring & Analysis Service - Utilization of Internet Connection - Size > 100Mbps - 1 Gbps	1	$940		$11,280
CIS-20-04-1000	Network Security Monitoring & Analysis Service - Sensor Initiation Service One-Time Fee	1		$900	$900
	Total				$12,180

YOUR LETTERHEAD>

<Date>

Partner Services
Center for Internet Security, Inc.
31 Tech Valley Drive
East Greenbush, NY 12061-4134

<Insert: Name of Entity> wishes to purchase Cyber Security Services as defined in our Purchase Agreement with the Center for Internet Security, Inc. (CIS).

We request that the following services be ordered on our behalf and agree to pay CIS per the payment terms set forth in the Purchase Agreement. The following services are requested: (Please use the proper template below for the service ordered and remove this note)

For Device Monitoring Services:

SKU	Description of Service	Qty	One Time	Monthly Price	Number of Months	Total
	Grand Total					

For Vulnerability Assessment Services:

SKU	Description of Service	Qty	Annual Amount	Total
	Grand Total			

For Cyber Security Consulting Services: [Please Describe Services Requested]

_____

_____

_____

We request that CIS prepare a statement of work for the above Cyber Security Consulting Services; if additional information is required, please contact me.

Sincerely,

<Entity Procurement Officer>

APPENDIX B

ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO DEVICE MONITORING SERVICES

The following terms and conditions apply to Device Monitoring Services (provided by CIS to Customer, as specified in the Initial Cyber Security Services set forth in Appendix A of the Agreement, or as set forth in a subsequent Letter Order provided to CIS by Customer.

I. CIS Responsibilities

CIS will provide the following as part of the Cyber Security Services ("CSS"), as specified below:

A. For all Device Monitoring Services, CIS will provide the following:

1. 24/7 telephone (1-866-787-4722) availability for assistance with events detected by the CSS.

2. Analysis of logs from monitored security devices for attacks and malicious traffic.

3. Analysis of security events.

4. Correlation of security data/logs/events with information from other sources.

5. Notification of security events per the Escalation Procedures provided by Customer.

B. For Netflow/IDS Monitoring and Analysis Services, CIS will provide the following:

1. **Batch Queries:** CIS will process batch queries of Netflow data upon Customer request, with a limit of 10 queries per month. CIS maintains flow records for a period of six (6) months.

C. For Managed Security Services, CIS will provide Customer with:

1. Secure access to security events.

2. Monthly reports that include a summary of device availability, events and trouble tickets for the previous month and a summary of security incidents and log counts for Customer.

D. For Managed Security Services involving management of security devices:

1. CIS will be responsible for ensuring that all upgrades, patches, configuration

changes and signature upgrades are applied to managed devices.

2. CIS will provide the appropriate license and support agreements for the upgrade for devices provided by CIS. The Customer is responsible for maintaining the appropriate license and support agreements for devices owned by the Customer.

3. CIS will be responsible for the correct functioning of managed devices.

II. Customer Responsibilities

A. Customer acknowledges and agrees that CIS's ability to perform the Device Monitoring Services purchased or provided by CIS for the benefit of Customer is subject to Customer fulfilling certain responsibilities listed below. Customer acknowledges and agrees that neither CIS nor any third party provider shall have any responsibility whatsoever to perform or to continue to perform Device Monitoring Services in the event Customer fails to meet its responsibilities described below.

B. For purposes of this Agreement, Customer acknowledges and agrees that only those security devices supported by CIS fall within the scope of this Agreement. Customer will ensure the correct functioning of devices except where Customer selects Managed Security Services in which CIS manages the device(s).

C. Customer shall provide logistic support in the form of rack space, electricity, Internet connectivity, and any other infrastructure necessary to support communications at Customer's expense.

D. Customer shall provide the following to CIS prior to the commencement of Device Monitoring Services and at any time during the Term of the Agreement if the information changes:

1. Current network diagrams to facilitate analysis of security events on the portion(s) of Customer's network being monitored. Network diagrams will need to be revised whenever there is a substantial network change;

2. Reasonable assistance to CIS, including, but not limited to, providing all technical and license information related to the Service(s) reasonably requested by CIS, to enable CIS to perform the Service(s) for the benefit of Customer;

3. Supply onsite hardware, virtual machines or software that is necessary in providing Device Monitoring Services. Customer also agrees onsite hardware, virtual machines and software will meet specifications set forth by CIS and/or its third party providers.

4. Maintenance of all required hardware, virtual machines, or software necessary for the log collection platform located at Customer's site, and enabling access to such hardware, virtual machines, or software as necessary for CIS to provide services;

5. Public and Private IP address ranges including a list of servers being monitored including the type, operating system and configuration information;

6. Completed Pre-Installation Questionnaires (PIQ). The PIQ will need to be revised whenever there is a change that would affect CIS's ability to provide the Cyber Device Monitoring Services;

7. A completed Escalation Procedure Form including the name, e-mail address and 24/7 contact information for all designated Points of Contact (POC

8. The name, email address, and landline, mobile, and pager numbers for all shipping, installation and security points of contact.

E. During the Term of this Agreement, Customer shall provide the following with respect to any Device Monitoring Services:

1. Written notification to CIS SOC (SOC@cisecurity.org) at least thirty (30) days in advance of changes in hardware or network configuration affecting CIS's ability to provide Cyber Device Monitoring Services;

2. Written notification to CIS SOC (SOC@cisecurity.org) at least twelve (12) hours in advance of any scheduled downtime or other network and system administration scheduled tasks that would affect CIS's ability to provide the service;

3. A revised Escalation Procedure Form must be submitted when there is a change in status for any POC.

4. Sole responsibility for maintaining current maintenance and technical support contracts with Customer's software and hardware vendors for any device subject to Device Monitoring Services that has not been supplied by CIS;

5. Active involvement with CIS SOC to resolve any tickets requiring Customer input or action; and

6. Reasonable assistance in remotely installing and troubleshooting devices including hardware and communications.

F. For all Managed Security Services, Customer shall ensure that any replacement devices to receive MSS during the Term of the Agreement will conform to the requirements stated in the Supported Product List ("SPL"), available on the portal. The SPL describes the supported devices that may receive services.

G. For Managed Security Services in which CIS is managing Customer's device(s), Customer shall provide to CIS:

1. In-band access via a secure Internet channel to manage the device(s).

2. Outbound access via a secure Internet channel for log transmission.

3. A permanent, dedicated analog telephone line and space to support the Out-of-Band (OOB) Management Solution, if CIS provides an OOB Management Solution to the Customer. Customer is responsible for the expense and for maintaining the functionality of this dedicated line. The OOB device is supplied by CIS.

H. For Managed Security Services in which CIS is monitoring Customer's device(s), Customer shall:

1. Install all patches, updates and upgrades to security device(s) and operating system(s), as applicable but prior to the upgrade, Customer will ensure that the security device version/release levels are supported by CIS.

2. Provide outbound access to CIS via a secure Internet channel to transmit device logs to CIS.

III. Additional Terms and Conditions from Third Party Provider Applicable to Managed Security Services

A. Customer acknowledges and agrees that as part of providing Managed Security Services, CIS has contracted with the third-party provider, **Symantec.** Customer further acknowledges and agrees that in return for receipt of Managed Security Services, it agrees to the following terms and conditions as an end user of Symantec services under this Agreement ("End User"):

1. Information about End Users. When providing to End User through this Agreement, Symantec may become aware of information such as business contact names, business telephone numbers, and business e-mail addresses. End user acknowledges that Symantec is a global organization, and such information may be accessible on a global basis by Symantec affiliates, by Symantec partners and subcontractors.

2. Confidentiality. As an End User of Symantec services, the Entity may receive or obtain knowledge of Symantec trade secrets and confidential and proprietary information ("Confidential Information"), which shall include, but not be limited to information related to the Authorized Services, software (both object and source code), Symantec software or hardware products ("Product"), documentation, customer information, business data, techniques, intellectual property, technology, ideas, documentation, know-how, methodologies and processes and any materials or documentation related thereto, including any financial data or pricing. All Confidential information shall remain the sole property of Symantec and the Entity, its employees and agents shall have no interest in or right to such Confidential Information. To the extent permitted by law, End User agrees that all Confidential Information of Symantec will be held in confidence and protected from unauthorized use, access, or disclosure in the same manner as End User protects its own Confidential Information, and with no less than reasonable care. End User will not use any Confidential Information for any purpose other than in connection with the services provided by CIS and/or Symantec under this Agreement without the express

written consent of Symantec, and will disclose the Confidential Information of Symantec only to those employees who have a need to know such Confidential Information, and who are under a duty of confidentiality no less restrictive than the End User's duty hereunder. The provisions of this section shall not apply to any information or materials: (i) which are in or enter the public domain at the time of disclosure to the End User; (ii) which was legally in the possession of, or known by, the End User prior to obtaining it in connection with services provided under this Agreement; (iii) which are rightfully disclosed to the End User by another person not in violation of the proprietary or other rights of Symantec, or any other person or entity; (iv) which are independently developed by the End User, (v) is required to be disclosed by a court of law or other governmental entity; or (vi) subject to disclosure pursuant to applicable law, including, but not limited to, Chapter 119, Florida Statutes. The terms and conditions of this section shall survive the expiration and any termination of this Agreement.

3. Intellectual Property Rights. Symantec and its licensors and vendors retain all title, copyright, and other proprietary rights in the Authorized Services, and any improvements, enhancements, modifications, and derivative works thereof, including without limitation all patent, copyright, trade secret and trademark rights. Entity's rights to use the Authorized Services shall be limited to those expressly granted in the Agreement with CIS.

4. Warranties. Symantec's sole warranties related to the services provided in connection with this Agreement as a third party provider to CIS are as follows. The services will be performed in a good and workmanlike manner and in accordance with generally accepted industry standards. To the maximum extent permitted by applicable law Symantec expressly disclaims all other warranties, including any implied warranties of satisfactory quality, merchantability, fitness for a particular purpose, and statutory or other warranties of non-infringement of intellectual property rights with respect to the activities contemplated in Entity's agreement with CIS. Symantec does not warrant that the services shall meet Entity's requirements or that use of the services shall be uninterrupted or error free.

5. Limitation of Liability. To the maximum extent permitted by applicable law and regardless of whether any remedy set forth herein fails its essential purpose, in no event shall Symantec or its suppliers or vendors be liable to CIS, end user (Entity), or any other third party, whether in contract, tort or otherwise for: 1) costs of procurement of substitute or replacement goods or services, lost business profits or revenue or lost or corrupted data, loss of production, loss of contracts, loss of goodwill, or anticipated savings or wasted management and staff time; or ii) any incidental, indirect, special or consequential damages, losses, expenses or costs of any kind; even if advised of the possibility and whether arising directly or indirectly out of the Agreement or use of the authorized services or the performance, defective performance, non-performance or delayed performance by Symantec of any of its obligations under or in connection with the Agreement.

APPENDIX C

ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO VULNERABILITY ASSESSMENT SERVICES

The following terms and conditions apply to vulnerability assessment services (the "Vulnerability Services") provided by CIS to Customer, as specified in the Initial Cyber Security Services set forth in Appendix A of the Agreement, or as set forth in a subsequent Letter Order provided to CIS by Customer.

I. CIS Responsibilities.

A. CIS will provide the Vulnerability Assessment Services specified in the Agreement or subsequent Letter Order.

B. CIS will schedule scans of Customer's systems in the portal operated bv a third party provider in accordance with the number and frequency of assessments specified in the Letter Order.

C. CIS will provide Customer with reports following each vulnerability scan as specified in the Letter Order that includes the number and type of vulnerabilities ranked in order of severity, and will provide recommendations for mitigation of vulnerabilities. For web application scans, due to likelihood of false positives being included in the initial third party assessment, CIS conducts a manual analysis of identified vulnerabilities and provides a subsequent report on its analysis and recommendations for mitigation. For the most serious vulnerabilities, CIS will open a ticket on the matter and will review subsequent scans to determine whether the vulnerability is still present and will work with Customer to effect mitigation measures.

II. Customer Obligations.

A. Network IPs and Domain Information

1. In order to perform the Services, Customer will provide CIS with either a list of live IPs used by Customer, if known, or the entire network range of public IPs used by Customer in assessment(s), Customer will also provide CIS with a list of what domains it owns or uses and if known, its subdomains.

2. If Customer is using a third party provider to host its domain(s), Customer shall obtain the approval of that third party provider for CIS to conduct scans as part of the Vulnerability Services prior to CIS commencing the Vulnerability Services.

3. If the Vulnerability Services are being provided in response to a particular incident, Customer shall supply CIS with the particular IP or domain affected.

B. Customer acknowledges that CIS utilizes a third party provider to assist with the network and web application assessments and consents to use of such third party

by CIS in performing the Vulnerability Services. In addition to the scheduled scans analyzed by CIS as part of the Vulnerability Services, Customer will be given access to the third party's portal and may run unlimited additional scans on its own during the term of the Services. The third party provider will provide a limited scan report, which does not include the level of analysis and prioritization of vulnerabilities provided by CIS in its reports to Customer, and CIS makes no representation as to the accuracy and suitability of such third party reports.

III. Payment Terms

Unless otherwise specified in the Agreement or Letter Order, CIS shall bill Customer for the Services on a per scan basis, in arrears, at the frequency and amount specified in the Agreement or subsequent Letter Order.

IV. Additional Terms and Conditions From Third Party Provider

A. Customer acknowledges that part of the Vulnerability Services includes provision of a web-based security assessment and policy compliance suite of services provided by **Qualys, Inc.** ("Qualys"), designed to identify and analyze the security level and vulnerabilities of Internet connections and computer networks (the "Qualys Service"), along with related hardware products offered for use with the Qualys Service, including the Qualys Intranet scanner appliance (the "Hardware").

B. Ownership

1. Qualys will at all times retain title to the Hardware. Upon termination or expiration of this Agreement, Customer will return all Hardware to CIS within thirty (30) days of such expiration or termination, in substantially the same condition in which it was delivered.

2. Qualys retains all ownership and intellectual property rights to the design and function of the Hardware, the Qualys Service and the reports generated pursuant to the Qualys Service (the "Reports"), other than the specific factual data gathered from Customer's network IP addresses.

3. Customer acknowledges that the Hardware, Qualys Service, the software that provides the Qualys Service and its structure, organization, and source code constitute valuable trade secrets of Qualys and Customer agrees not to: transfer possession of the Hardware to any third party other than CIS; reverse engineer, decompile, disassemble or otherwise attempt to derive the source code of the software that is embedded in the Hardware or that provides the Qualys Service; or use the Hardware or Qualys Service, or and data or information contained therein, except for the purpose of vulnerability management with regard to Customer' IP addresses.

C. Customer acknowledges and agrees that Qualys is an intended third party beneficiary to this Agreement and as such may assert any applicable rights set forth herein as may be necessary to protect its intellectual property or other confidential or proprietary material.

D. Customer shall keep confidential its username and password for access to the QualysGuard Enterprise Suite.

E. If requested as part of the Vulnerability Services, Qualys will provide customized reports designed to evaluate Customer's compliance with the criteria of the PCI Security Standards Council (the "Card Program"). Customer acknowledges and agrees that third part payment card organizations, and not Qualys, establish the security criteria and other terms and conditions of the Card Program.

F. Confidentiality. During the term of this Agreement, either Customer or Qualys (the "Disclosing Party") may disclose to the other party (the "Receiving Party") certain information, which the Disclosing Party considers proprietary or confidential. "Confidential Information" means analytical information provided in reports and any other confidential information or either party, including software, source code, software tools, trade secrets, know-how, inventions, processes, schematics, software source documents, query fields, testing criteria, user names, passwords and financial information and any other confidential information of the parties. Confidential Information shall not include information that is: (i) already in the public domain through no fault of the Receiving Party;ii) was already known to the Receiving Party through no breach of a confidentiality obligation to the Disclosing Party;(iii) obtained by the Receiving Party from third parties without restrictions on disclosure; (iv) independently developed by the Receiving Party without reference to Confidential Information; or (iv) required to be disclosed by order of a court or other governmental entity; (v) required to be disclosed by a court of law or other governmental entity; or (vi) subject to disclosure pursuant to applicable law, including, but not limited to, Chapter 119, Florida Statutes. Without limitation of the foregoing: (1) all data and information contained within the Qualys Service or the Reports (other than the individual factual data gathered from Customer's network IP addresses), and all information concerning or materially relating to the Hardware, are Confidential Information of Qualys; and (2) all data regarding Customer's IP addresses or network characteristics (including data that Qualys obtains as a result of its provision of the Service hereunder), is Confidential Information of Customer. The Receiving Party will not use any Confidential Information of the Disclosing Party for any purpose not expressly permitted by the Agreement without prior written consent, and will disclose the Confidential Information of the Disclosing Party only to those employees under a duty of confidentiality no less restrictive than the Receiving Party's duty hereunder or is required to be disclosed by law. The Receiving party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential information of a similar nature, and with no less than reasonable care. Each party will return all Confidential Information to the other party after the other party requests that it be returned, or after this Agreement expires or is terminated. Nothing in this Appendix C or the Agreement shall prohibit Qualys from using aggregated data of its customers in any format for any purpose, provided that such data cannot be identified to or associated with Customer.

G. LIMITATION OF LIABILITY. IN NO EVENT WILL QUALYS BE LIABLE TO CUSTOMER FOR ANY LOST PROFITS, LOSS OR CORRUPTION OF DATA, EQUIPMENT OR NETWORK DOWNTIME, OR FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY, OR INCIDENTAL DAMAGES, WHETHER IN

CONTRACT, TORT, OR OTHERWISE, ARISING FROM OR RELATING TO THIS AGREEMENT OR THE USE OF THE HARDWARE, QUALYS SERVICE OR REPORTS, EVEN IF QUALYS HAS BEEN ADVISED OF THE POSSIBILITY OR SUCH DAMAGES.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13712 **County Administrator's Report 9. 7.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/01/2018
Issue: Amendment to Program Participation Agreement Between Escambia County and Pathways for Change, Inc.
From: Tammy Jarvis, Department Director
Organization: Corrections
CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Amendment to the Program Participation Agreement with Pathways for Change, Inc., for Fiscal Year 2017/2018 - Tamyra S. Jarvis, Corrections Director

That the Board take the following action concerning an Amendment to the Program Participation Agreement between Pathways for Change, Inc., a Florida not-for-profit corporation, and Escambia County, Florida, a political subdivision of the State of Florida:

A. Approve the Amendment to the Program Participation Agreement; and

B. Authorize the Chairman to sign the Amendment.

Pathways for Change, Inc., has created an outreach program to assist individuals who have recently been released from a correctional facility with assimilating into society. The Amendment to the Program Participation Agreement increases the amount that the County agrees to contribute for Fiscal Year 2017/2018 from $140,000 to $175,000. All other provisions of the Agreement remain unchanged.

[Funding: Fund 001, General Fund, Cost Center 110201, Object Code 58208]

BACKGROUND:

On February 1, 2018, the Escambia County Board of County Commissioners approved an additional contribution to Pathways for Change, Inc. in the amount of $35,000. Amendment 1 to the Program Participation Agreement with Pathways for Change, Inc. will formalize this additional allocation.

BUDGETARY IMPACT:

Funding is available in the General Fund-001, Cost Center 110201, Object Code 58208.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed and approved this agreement for legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

Once approved and executed, the Corrections Department will work with Pathways for Change, Inc. to facilitate the terms of the agreement.

Attachments

Amendment 1 to Program Participation Agreement With Pathways for Change, Inc.

AMENDMENT TO PROGRAM PARTICIPATION AGREEMENT

THIS AMENDMENT to the Program Participation Agreement is made and entered into by and between Pathways for Change, Inc. (hereinafter referred to as "PFC"), a Florida not for profit corporation, with a principal address of 901 West Moreno Street, Pensacola, Florida 32501, and Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502.

WITNESSETH:

WHEREAS, PFC operates a residential treatment program to assist individuals who have been recently released from a correctional facility assimilate into society, which program is commonly referred to as "Pathways for Change" (hereinafter the "Program"); and

WHEREAS, on November 30, 2017, PFC and the County previously entered into a Program Participation Agreement in which the County agreed to contribute up to $140,000.00 of FY2017/2018 funds to PFC for the benefit of the Program (hereinafter the "Agreement"); and

WHEREAS, by Board action on February 1, 2018, the Board of County Commissioners approved contributing an additional $35,000 to PFC for the Program in accordance with the terms of the Agreement; and

WHEREAS, the parties now wish to amend the Agreement to increase the County's contribution as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and PFC hereby agree to amend the Agreement as follows:

Section 1. The foregoing recitals are true and correct and incorporated herein by reference.

Section 2. Paragraph 2 of the Agreement is hereby amended as follows:

2. Escambia County's Contribution. For the County's current Fiscal Year 2017/2018 (October 1 through September 30), the County agrees to contribute up to ~~$140,000.00~~175,000.00 ("County Contribution") to PFC for the Program. The County Contribution shall be paid on a reimbursement basis for eligible costs and expenses related to the following:

(a) Compensation, including full time salary and benefits, for the following PFC staff positions:

1. Admissions Specialist/ Court Liaison
2. Treatment Program Manager
3. Case Manager
4. Executive Director
5. Mental Health Contract Counselors
6. Office Coordinator
7. Transition Manager
8. After Care Specialist/ Director of Alumni

For fiscal year 2017/2018, the County shall internally allocate an additional sum of $168,750.00 for transitional housing costs related to the Program in lieu of payment to PFC.

PFC agrees to maintain at least a 50% "Program success rate" equal to the average annual number of Program participants divided by the average annual number of Program graduates as calculated based on the current fiscal year (2017/2018). Should the Program success rate fall below the required minimum, the County Contribution shall be reduced by the amount of $5,000.00 for each percentage point below the 50% Program success rate.

Section 3. All other provisions of the original Agreement and not in conflict with the amendments and modifications contained herein shall remain in full force and effect.

Section 4. The effective date of this Amendment shall be on the date last executed by the parties.

Section 5. The Agreement and any amendment thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any state or federal court action or other proceeding relating to any matter which is the subject of this Agreement shall be in Escambia County, Florida.

IN WITNESS WHEREOF, the parties have executed this Agreement individually or by signature of their duly authorized representative as of the day and year first above written.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Jeff Bergosh, Chairman

ATTEST: PAM CHLDERS
CLERK OF THE CIRCUIT COURT

_____
Deputy Clerk

BCC Approved: _____

(SEAL)

PATHWAYS FOR CHANGE, INC., a Florida not for profit corporation

By: _____
Constance Bookman, President

ATTEST:

_____
Corporate Secretary

Approved as to form and legal sufficiency.
By/Title: _____
Date: 2-13-18

(Corporate Seal)

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13695 **County Administrator's Report 9. 8.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/01/2018
Issue: Acceptance of Two Drainage Easements and One Public Road and Right-of-Way Easement for the West Kingsfield Drainage Project
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acceptance of Two Drainage Easements and One Public Road and Right-of-Way Easement for the West Kingsfield Road Drainage Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the acceptance of the donation of two Drainage Easements and one Public Road Right-of-Way Easement for the West Kingsfield Road Drainage Project:

A. Accept the donation of the following two Drainage Easements and one Public Road and Right-of-Way Easement for the West Kingsfield Road Drainage Project:

Property Owner	Parcel Reference Number	Easement Type	Area
Frank E. & Elizabeth J. Westmark	21-1N-31-4301-000-000	Drainage Easement	0.25 acres
Frank E. & Elizabeth J. Westmark	21-1N-31-4301-000-000	Public Road and Right-of-Way Easement	0.11 acres
Devine Farms, LLC	31-1N-31-1101-000-004	Drainage Easement	0.25 acres

B. Authorize the payment of documentary stamps because the properties are being donated for governmental use, which is for drainage improvements, and the County benefits from the acceptance of these properties, 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 Chair or Vice Chair to accept the Easement documents as of the day of delivery of the Easements, and for the Chair or Vice Chair 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:

This project consists of roadway drainage improvements along West Kingsfield Road from 2025 West Kingsfield Road extending 200' south. To help facilitate the construction and to eliminate stormwater from collecting in the roadway, Mr. and Mrs. Westmark, and Devine Farms, LLC, have agreed to donate the needed easements. These easements will allow for the installation of a drainage swale, which will direct the stormwater to the west.

BUDGETARY IMPACT:

Funds for incidental expenses associated with the recordings of documents are available in an Engineering Escrow Account accessed by Escambia County Clerk's Office.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Drainage Easements and Public Road and Right-of-Way Easement have been signed 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 - Westmark
Public Road and Right-of-Way Easement - Westmark
Aerial Map - Westmark
Drainage Easement - Devine Farms, LLC
Aerial Map - Devine Farms, LLC
Location Map

Prepared by:
Kara Johnson
Escambia County Public Works Department
3363 West Park Place
Pensacola, Florida 32505

Kingsfield (West) Drainage
21-1N-31-4301-000-000

STATE OF FLORIDA
COUNTY OF ESCAMBIA

DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT made this 23rd day of January, 2018, by and between Frank E. Westmark, and Elizabeth J. Westmark, husband and wife, whose mailing address is P.O. Box 575, 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 21, 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 discrepancybetween the actual location of drainageimprovements 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 Rhela McCoy
Print Name Rhela McCoy

Witness Willie Betty Travick
Print Name Willie Betty Travick

GRANTORS:

By: Frank E. Westmark
Frank E. Westmark

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 23rd day of January, 2018, by Frank E. Westmark. He (_) is personally known to me, or (V) produced current Florida Driver License as identification.

Rhela McCoy
Signature of Notary Public

Rhela McCoy
Printed Name of Notary Public

(Notary Seal)

RHELA MCCOY
Notary Public - State of Florida
Commission # FF 948533
My Comm. Expires Feb 21, 2020
Bonded through National Notary Assn

Witness Rhela McCoy
Print Name Rhela McCoy

Witness Willie Betty Trawick
Print Name Willie Betty Trawick

By: Elizabeth J. Westmark
Elizabeth J. Westmark

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 23rd day of January, 2018, by Elizabeth J. Westmark. She (_) is personally known to me, or (V) produced current _____ as identification.

Rhela McCoy
Signature of Notary Public

Rhela McCoy
Printed Name of Notary Public

(Notary Seal)

RHELA MCCOY
Notary Public - State of Florida
Commission # FF 948533
My Comm. Expires Feb 21, 2020
Bonded through National Notary Assn

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

_____
Jeff Bergosh, 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 Jan. 26, 2018

LEGAL DESCRIPTION AND SKETCH
EXHIBIT "A"

Legal Description
15 Foot Wide Drainage Easement
Prepared at the request of the Escambia County Engineering Department
November 29, 2017

A 15 foot non exclusive easement for drainage purposes over, under and across a portion of land lying in the Southeast Quarter of the Northeast Quarter of Section 31, Township 1 North, Range 31 West, Escambia County, State of Florida.

The South 15 feet of the following described property recorded in O.R. Book 4409, Page 759:

That portion of Section 31, Township 1 North, Range 31 West, Escambia County, Florida, described as follows:

Commence at the Northeast corner of said Section 31; thence N88°38'28"W along the North line of the Northeast 1/4 of said Section 31 for 66.00 feet to the POINT OF BEGINNING; thence continue N88°38'28"W along the North line of the Northeast 1/4 for 693.22 feet; thence S01°20'48"W and parallel to the East line of said Section 31 for 1,565.00 feet; thence S88°38'28"E and parallel to the North line of said Northeast 1/4 for 734.22 feet to the approximate West line of Kingsfield Road (Escambia County Maintenance Claim); thence N01°20'48"E along said West line for 100.00 feet; thence N88°39'12"W for 41.00 feet; thence N01°20'48"E for 1,465.01 feet to the POINT OF BEGINNING. The sidelines of said easement being extended or shortened to terminate on the property of the grantor.

Containing 0.25 acres more or less.

Together with:

A strip of land to be used for Public R/W being more particularly described as follows:

Commence at the Northeast corner of Section 31, Township 1 North, Range 31 West, Escambia County, Florida; thence run N88°38'28"W along the North line of the Northeast 1/4 of said Section 31 for a distance of 66.00 feet; thence run S01°20'48"W and parallel to the East line of said Section 31 for a distance of 1465.01 feet; thence run S888°38'28"E for a distance of 21.00 feet to the POINT OF BEGINNING; thence run N01°20'48"E for a distance of 62.00 feet; thence run S88°38'28"E for a distance of 45.00 feet; thence run S01°20'48"W for a distance of 62.00 feet; thence run N88°38'28"W for a distance of 25.00 feet; thence run S01°20'48"W for a distance of 100.00 feet: thence run N88°38'28"W for a distance of 20.00 feet; thence run N01°20'48"E for a distance of 100.00 feet to the POINT OF BEGINNING. Containing 0.11 acre more or less.

SURVEYOR'S NOTES:

1) Measurements were made in accordance with the United States Standard Foot.
2) Basis of bearings reference: North is based on the North line of the Northeast 1/4 of Section 31, Range 1 North, Range 30 West as recorded in the public records of said Escambia County in O.R. Book 4409, Page 759. North, as being N88°38'28"W.
3) The sketch shown hereon was prepared for description purposes only and is not intended to represent a field survey. An accurate field survey of the parcel described hereon may result in variations in bearings and/or distances.
4) The sketch shown hereon is subject to any facts that may be disclosed by a full and accurate title search.
5) The sketch shown hereon is subject to deeds of record, unrecorded deeds, easements, right-of-way, building setbacks, restrictive covenants, or other instruments which could affect the boundaries or use of the subject property.
6) Existing improvements not shown.
7) This survey does not reflect or guarantee ownership.
8) 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. (needs to be on both sheets)
9) 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. (needs to be on both sheets)
10) Underground utilities were not located.
11) No attempt was made to locate any underground foundations.
12) The description and sketch are not full and complete without the other.
13) Documents used in the preparation of this sketch and description: Parcel of land described in O.R. Book 4409, Page 759, Escambia, County, Florida; Parcel of land described in O.R. Book 4356, Page 1817, Escambia County, Florida; and field monumentation
14) The official record of this survey 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

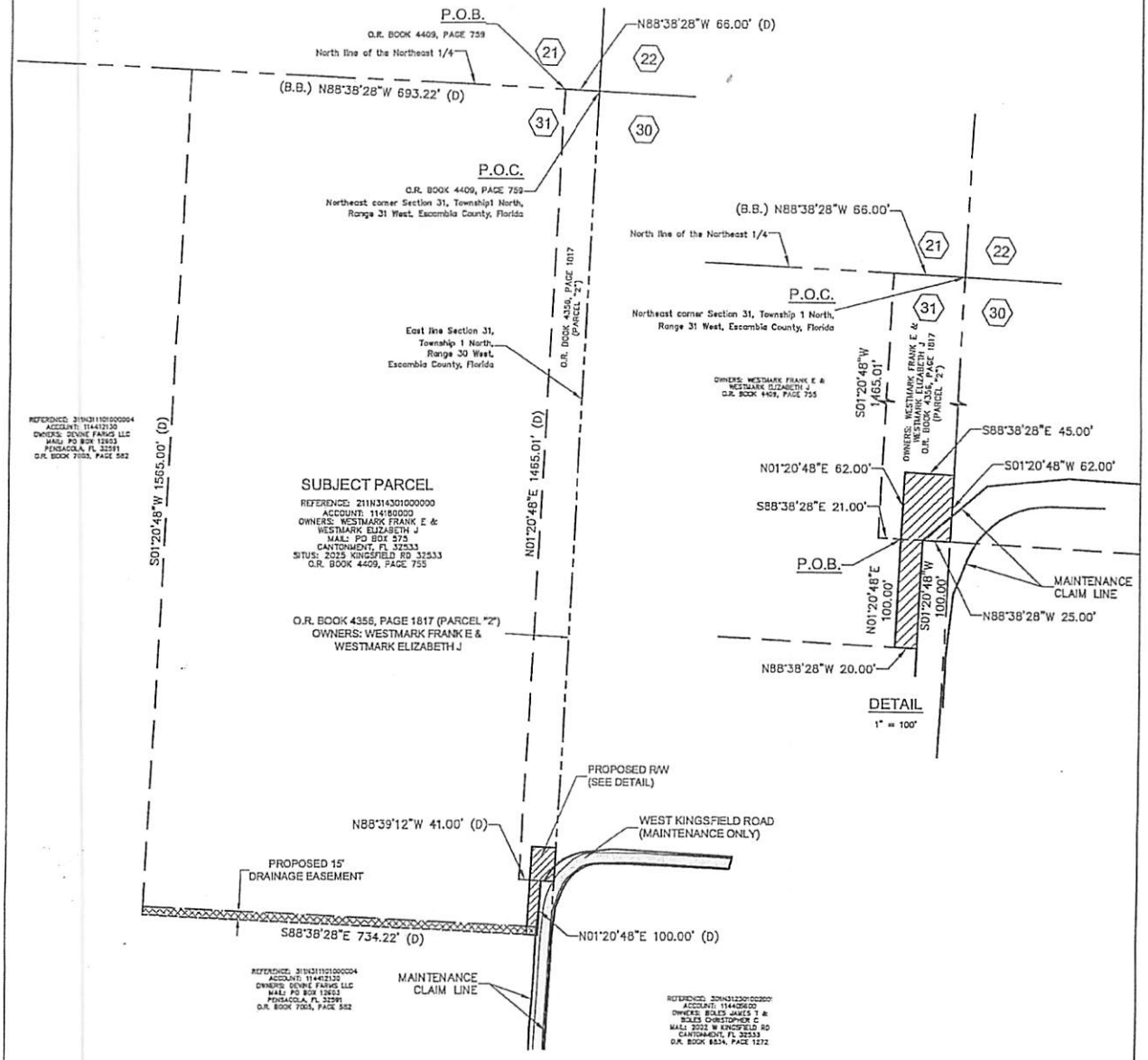
Drawn By: MK	Project No.: 20170055
Survey Date: 08/16/2017	Drawing No. L-6008
Drawing Date: 11/29/2017	Field Book: 532 Page: 1, 2 Field Book: BM 523 Page: 32, 33
Section, Township, Range:	31, T-1-N, R-31-W
Type of Survey:	Sheet No. 1 of 2
Revisions:	Date:

ENGINEERING DEPARTMENT
ESCAMBIA COUNTY, FLORIDA
3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505

Date: 1-22-2018

Joseph Barrett, Professional Surveyor and Mapper No. 6260 State of Florida
I hereby certify that the description and sketch shown hereon was made under my responsible charge and meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17.050, 5J-17.051, and 5J-17.052, pursuant to Section 472.027 Florida Statutes.

LEGAL DESCRIPTION AND SKETCH
EXHIBIT "A"



LEGEND:
- O.R. BOOK - OFFICIAL RECORD BOOK
- P.O.C. - POINT OF COMMENCEMENT
- P.O.B. - POINT OF BEGINNING
- R/W - RIGHT-OF-WAY
- (D) - DEED
- (B.B.) - BEARING BASE
- - EASEMENT LINE
- - PROPERTY LINE
- - SECTION LINE
- - SUBJECT DRAINAGE EASEMENT
- - SUBJECT R/W ACQUISITION
- - PAVED ROAD

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 survey 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.

N
W E
S

0' 200 400 600

GRAPHIC SCALE: 1" = 200

LEGAL DESCRIPTION AND SKETCH ~ THIS IS NOT A SURVEY
FOR ILLUSTRATIVE PURPOSES ONLY

Drawn By: MK	Project No.: 20170056
Survey Date: 08/16/2017	Drawing No. L-6008
Drawing Date: 11/29/2017	Field Book: 532 Page: 1, 2 Field Book: BM 528 Page: 32, 33
Section, Township, Range:	31, T-1-N, R-31-W
Type of Survey:	Sheet No. 2 of 2
Revisions:	Date:

ENGINEERING DEPARTMENT
ESCAMBIA COUNTY, FLORIDA
3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505

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.

This document was prepared by:
Kara Johnson
Escambia County Public Works Department
3363 West Park Place
Pensacola, Florida 32505

Kingsfield (West) Drainage
21-1N-31-4301-000-000

STATE OF FLORIDA
COUNTY OF ESCAMBIA

PUBLIC ROAD AND RIGHT-OF-WAY EASEMENT

THIS PUBLIC ROAD AND RIGHT-OF-WAY EASEMENT is made this 23rd day of January 2018, by and between Frank E. Westmark, and Elizabeth J. Westmark, husband and wife, whose mailing address is P.O. Box 575, Cantonment, Florida 32533 (Grantor) and Escambia County, Florida, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

WITNESSETH:

WHEREAS, Grantor is the owner of certain property located in Escambia County, Florida and more particularly described in the attached Exhibit A (the Property); and

WHEREAS, Grantor has agreed to convey to Grantee a public road and right-of-way easement over and across the Property;

NOW, THEREFORE, Grantor hereby conveys to Grantee an easement for the perpetual and unobstructed right of the public to access, ingress, and egress over and across the Property and for the purpose of constructing, paving, maintaining, replacing, inspecting, removing, and repairing a road and right-of-way, bridges and drainage structures, and other associated public facilities on the Property, together with all rights and privileges necessary and convenient for the purposes described above.

GRANTOR covenants that it is lawfully seized and possessed of the Property, that it has good and lawful right to convey the same, and that it is free from all encumbrances.

IN WITNESS WHEREOF, Grantor has executed this document on the date first written above.

Signed, sealed and delivered
in the presence of:

Grantor _____
Frank E. Westmark

Witness _____
Print Name Rhela McCoy

Witness _____
Print Name Willie Betty Ivawick

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 23rd day of January, 2019, by Frank E. Westmark. He ( ) is personally known to me, or (✓) has produced current Florida Driver License W 235-245-37451-0 as identification.

(Notary Seal)

RHELA MCCOY
Notary Public - State of Florida
Commission # FF 948533
My Comm. Expires Feb 21, 2020
Bonded through National Notary Assn.

_____
Signature of Notary Public

Rhela McCoy
Printed Name of Notary Public

Signed, sealed and delivered
in the presence of:

Grantor
Elizabeth J. Westmark

Witness Rhela McCoy
Print Name Rhela McCoy

Witness Willie Betty Trawick
Print Name Willie Betty Trawick

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 23rd day of January, 2018, Elizabeth J. Westmark. She ( ) is personally known to me, or (✓) has produced current Florida Driver License W-255-230-51-725-0 as identification.

(Notary Seal)

RHELA MCCOY
Notary Public - State of Florida
Commission # FF 948533
My Comm. Expires Feb 21, 2020
Bonded through National Notary Assn.

Rhela McCoy
Signature of Notary Public
Rhela McCoy
Printed Name of Notary Public

ACCEPTANCE

This Public Road and Right-of-Way Easement is 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 _____.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Jeff Bergosh, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

This document approved as to form and legal sufficiency.
By _____
Title Asst. County Attorney
Date Jan. 26, 2018

LEGAL DESCRIPTION AND SKETCH
EXHIBIT "A"

Legal Description
15 Foot Wide Drainage Easement
Prepared at the request of the Escambia County Engineering Department
November 29, 2017

A 15 foot non exclusive easement for drainage purposes over, under and across a portion of land lying in the Southeast Quarter of the Northeast Quarter of Section 31, Township 1 North, Range 31 West, Escambia County, State of Florida.

The South 15 feet of the following described property recorded in O.R. Book 4409, Page 759:

That portion of Section 31, Township 1 North, Range 31 West, Escambia County, Florida, described as follows:

Commence at the Northeast corner of said Section 31; thence N88°38'28"W along the North line of the Northeast 1/4 of said Section 31 for 66.00 feet to the POINT OF BEGINNING; thence continue N88°38'28"W along the North line of the Northeast 1/4 for 693.22 feet; thence S01°20'48"W and parallel to the East line of said Section 31 for 1,565.00 feet; thence S88°38'28"E and parallel to the North line of said Northeast 1/4 for 734.22 feet to the approximate West line of Kingsfield Road (Escambia County Maintenance Claim); thence N01°20'48"E along said West line for 100.00 feet; thence N88°39'12"W for 41.00 feet; thence N01°20'48"E for 1,465.01 feet to the POINT OF BEGINNING. The sidelines of said easement being extended or shortened to terminate on the property of the grantor.

Containing 0.25 acres more or less.

Together with:

A strip of land to be used for Public R/W being more particularly described as follows:

Commence at the Northeast corner of Section 31, Township 1 North, Range 31 West, Escambia County, Florida; thence run N88°38'28"W along the North line of the Northeast 1/4 of said Section 31 for a distance of 66.00 feet; thence run S01°20'48"W and parallel to the East line of said Section 31 for a distance of 1465.01 feet; thence run S888°38'28"E for a distance of 21.00 feet to the POINT OF BEGINNING; thence run N01°20'48"E for a distance of 62.00 feet; thence run S88°38'28"E for a distance of 45.00 feet; thence run S01°20'48"W for a distance of 62.00 feet; thence run N88°38'28"W for a distance of 25.00 feet; thence run S01°20'48"W for a distance of 100.00 feet: thence run N88°38'28"W for a distance of 20.00 feet; thence run N01°20'48"E for a distance of 100.00 feet to the POINT OF BEGINNING. Containing 0.11 acre more or less.

SURVEYOR'S NOTES:

1) Measurements were made in accordance with the United States Standard Foot.
2) Basis of bearings reference: North is based on the North line of the Northeast 1/4 of Section 31, Range 1 North, Range 30 West as recorded in the public records of said Escambia County in O.R. Book 4409, Page 759. North, as being N88°38'28"W.
3) The sketch shown hereon was prepared for description purposes only and is not intended to represent a field survey. An accurate field survey of the parcel described hereon may result in variations in bearings and/or distances.
4) The sketch shown hereon is subject to any facts that may be disclosed by a full and accurate title search.
5) The sketch shown hereon is subject to deeds of record, unrecorded deeds, easements, right-of-way, building setbacks, restrictive covenants, or other instruments which could affect the boundaries or use of the subject property.
6) Existing improvements not shown.
7) This survey does not reflect or guarantee ownership.
8) 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. (needs to be on both sheets)
9) 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. (needs to be on both sheets)
10) Underground utilities were not located.
11) No attempt was made to locate any underground foundations.
12) The description and sketch are not full and complete without the other.
13) Documents used in the preparation of this sketch and description: Parcel of land described in O.R. Book 4409, Page 759, Escambia, County, Florida; Parcel of land described in O.R. Book 4356, Page 1817, Escambia County, Florida; and field monumentation
14) The official record of this survey 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

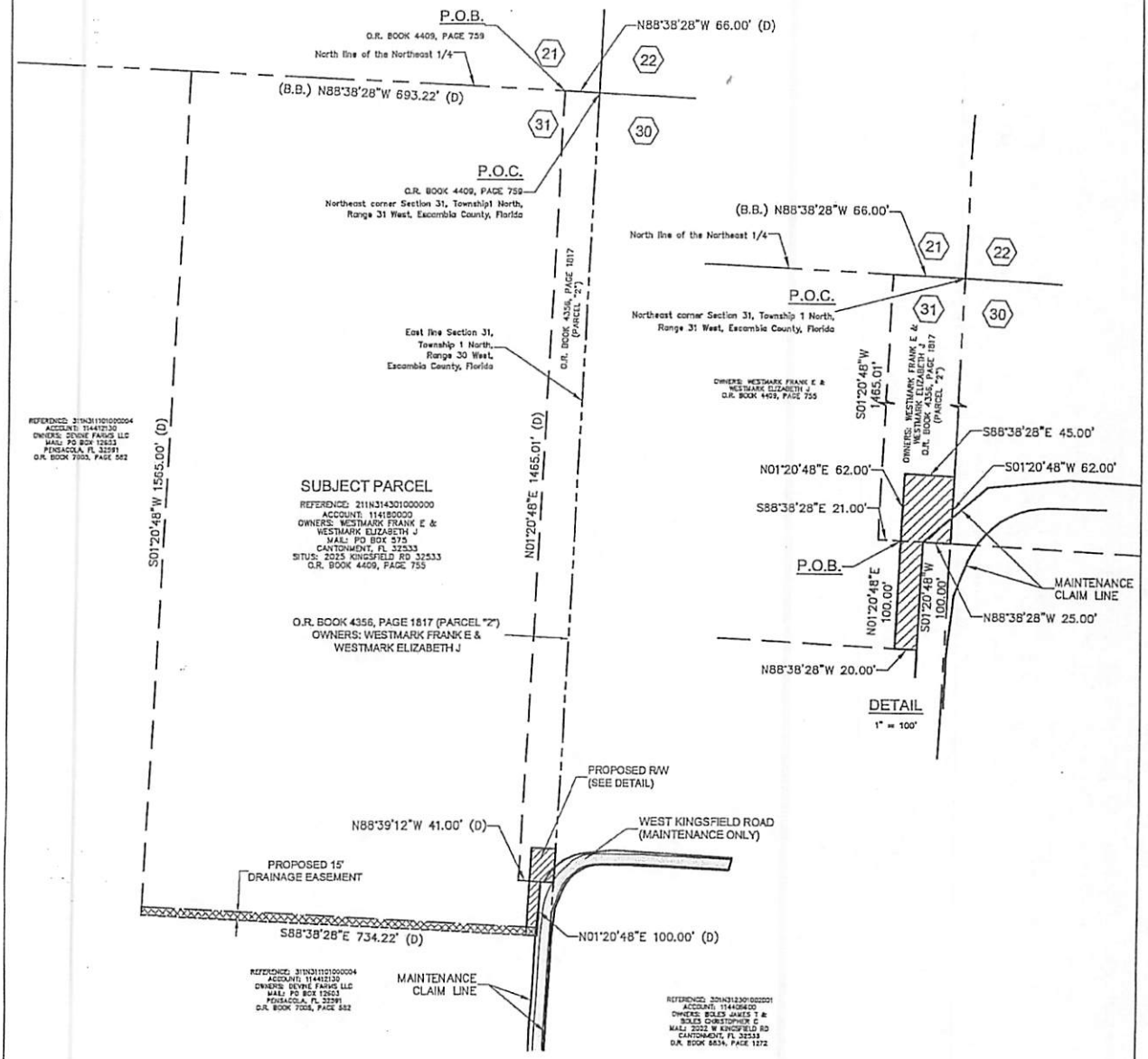
Drawn By: MK	Project No.: 20170056
Survey Date: 08/16/2017	Drawing No. L-6008
Drawing Date: 11/29/2017	Field Book: 532 Page: 1, 2 Field Book: BM 525 Page: 32, 33
Section, Township, Range:	31, T-1-N, R-31-W
Type of Survey:	Sheet No. 1 of 2
Revisions:	Date:

ENGINEERING DEPARTMENT
ESCAMBIA COUNTY, FLORIDA
3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505

Joseph Garrett, Professional Surveyor and Mapper No. 6260 State of Florida
Date: 1-22-2018

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"



Surveyor Notes:

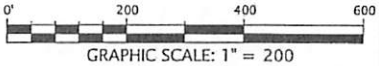
1) Additions or deletions to survey map(s) or report(s) by other than the signing party or parties is prohibited without written consent of the signing parties.

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4) The official record of this survey 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.





GRAPHIC SCALE: 1" = 200

LEGEND:

- O.R. BOOK - OFFICIAL RECORD BOOK
- P.O.C. - POINT OF COMMENCEMENT
- P.O.B. - POINT OF BEGINNING
- R/W - RIGHT-OF-WAY
- (D) - DEED
- (B.B.) - BEARING BASE
- - EASEMENT LINE
- - PROPERTY LINE
- - SECTION LINE
- - SUBJECT DRAINAGE EASEMENT
- - SUBJECT R/W ACQUISITION
- - PAVED ROAD

LEGAL DESCRIPTION AND SKETCH ~ THIS IS NOT A SURVEY

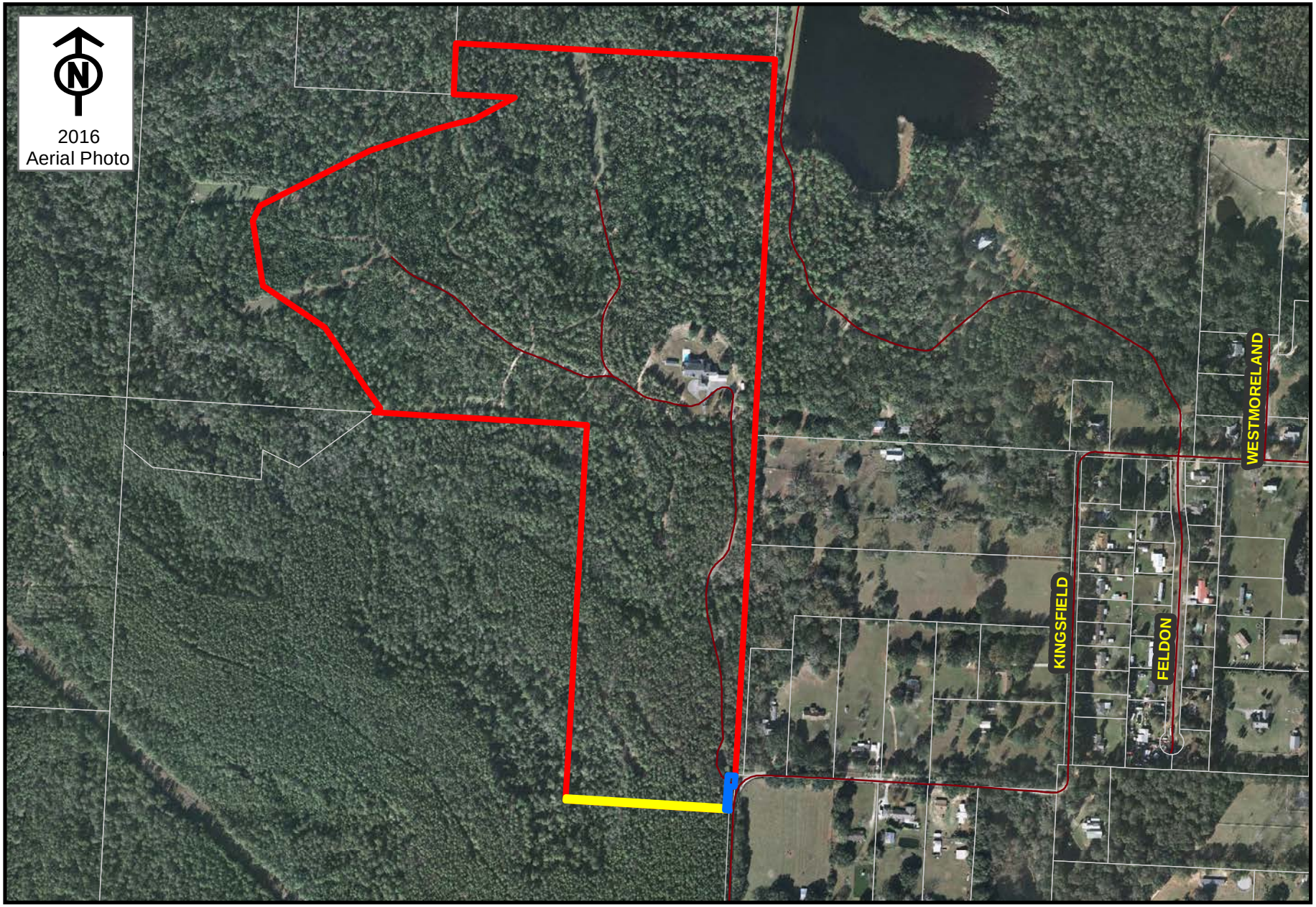
FOR ILLUSTRATIVE PURPOSES ONLY

Drawn By: MK	Project No.: 20170056
Survey Date: 08/16/2017	Drawing No. L-6008
Drawing Date: 11/29/2017	Field Book: 532 Page: 1, 2 Field Book: BM 528 Page: 32, 33
Section, Township, Range:	31, T-1-N, R-31-W
Type of Survey:	Sheet No. 2 of 2
Revisions:	Date:

ENGINEERING DEPARTMENT
ESCAMBIA COUNTY, FLORIDA
3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505

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.

West Kingsfield Road Drainage Project



ESCAMBIA COUNTY
ENGINEERING DIVISION

KPJ 2/14/18 DISTRICT 5

Westmark Property

Public Road and
Right-of-Way Easement

15' Drainage Easement

Prepared by:
Kara Johnson
Escambia County Public Works Department
3363 West Park Place
Pensacola, Florida 32505

Kingsfield (West) Drainage
31-1N-31-1101-000-004

STATE OF FLORIDA
COUNTY OF ESCAMBIA

DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT made this 9th day of Feb, 2018, by and between Devine Farms, LLC, a Florida Limited Liability Company organized under the laws of the State of Florida, whose mailing address is P.O. Box 12603, Pensacola, Florida 32591 (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 31, 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:

GRANTOR:

Devine Farms, LLC

Witness Kathy Spellman
Print Name Kathy Spellman

Witness Susan L Sprott
Print Name Susan L Sprott

By: _____
Dudley H. Greenhut, Manager

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 9th day of February, 2018, by Dudley H. Greenhut, as Manager of Devine Farms, LLC. He (X) is personally known to me, or ( ) produced current _____ as identification.

_____
Signature of Notary Public

(Notary Seal)

Debra Wallace
Printed Name of Notary Public

OFFICIAL SEAL
DEBRA WALLACE
MY COMMISSION EXPIRES
DECEMBER 22, 2020
COMMISSION NO GG57630

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

_____
Jeff Bergosh, 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: Feb. 15, 2018

LEGAL DESCRIPTION AND SKETCH
EXHIBIT "A"

Legal Description
15 Foot Wide Drainage Easement
Prepared at the request of the Escambia County Engineering Department
November 29, 2017

A 15 foot non exclusive easement for drainage purposes over, under and across a portion of land lying in the Southeast Quarter of the Northeast Quarter of Section 31, Township 1 North, Range 31 West, Escambia County, State of Florida.

Commence at the Northeast corner of said Section 31; thence N88°38'28"W along the North line of the Northeast 1/4 of said Section 31 for 759.22 feet; thence S01°20'48"W and parallel to the East line of said Section 31 for 1,565.00 feet to the POINT OF BEGINNING; thence continue S01°20'48"W for a distance of 15.00; thence run S88°38'28"E and paralell to the North line of said Northeast 1/4 for a distance of 734.22 feet to the West line of Kingsfield Road (Escambia County Maintenance Claim); thence N01°20'48"E along said West line for 15.00 feet; thence N88°38'28"W for 734.22 feet to the POINT OF BEGINNING. The sidelines of said easement being extended or shortened to terminate on the property of the grantor.

Containing 0.25 acre more or less.

SURVEYOR'S NOTES:

1) Measurements were made in accordance with the United States Standard Foot.
2) Basis of bearings reference: North is based on the North line of the Northeast 1/4 of Section 31, Range 1 North, Range 30 West as recorded in the public records of said Escambia County in O.R. Book 4409, Page 759. North, as being N88°38'28"W.
3) The sketch shown hereon was prepared for description purposes only and is not intended to represent a field survey. An accurate field survey of the parcel described hereon may result in variations in bearings and/or distances.
4) The sketch shown hereon is subject to any facts that may be disclosed by a full and accurate title search.
5) The sketch shown hereon is subject to deeds of record, unrecorded deeds, easements, right-of-way, building setbacks, restrictive covenants, or other instruments which could affect the boundaries or use of the subject property.
6) Existing improvements not shown.
7) This survey does not reflect or guarantee ownership.
8) 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. (needs to be on both sheets)
9) 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. (needs to be on both sheets)
10) Underground utilities were not located.
11) No attempt was made to locate any underground foundations.
12) The description and sketch are not full and complete without the other.
13) Documents used in the preparation of this sketch and description: Parcel of land described in O.R. Book 4409, Page 759, Escambia, County, Florida; Parcel of land described in O.R. Book 4356, Page 1817, Escambia County, Florida; and field monumentation
14) The official record of this survey 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

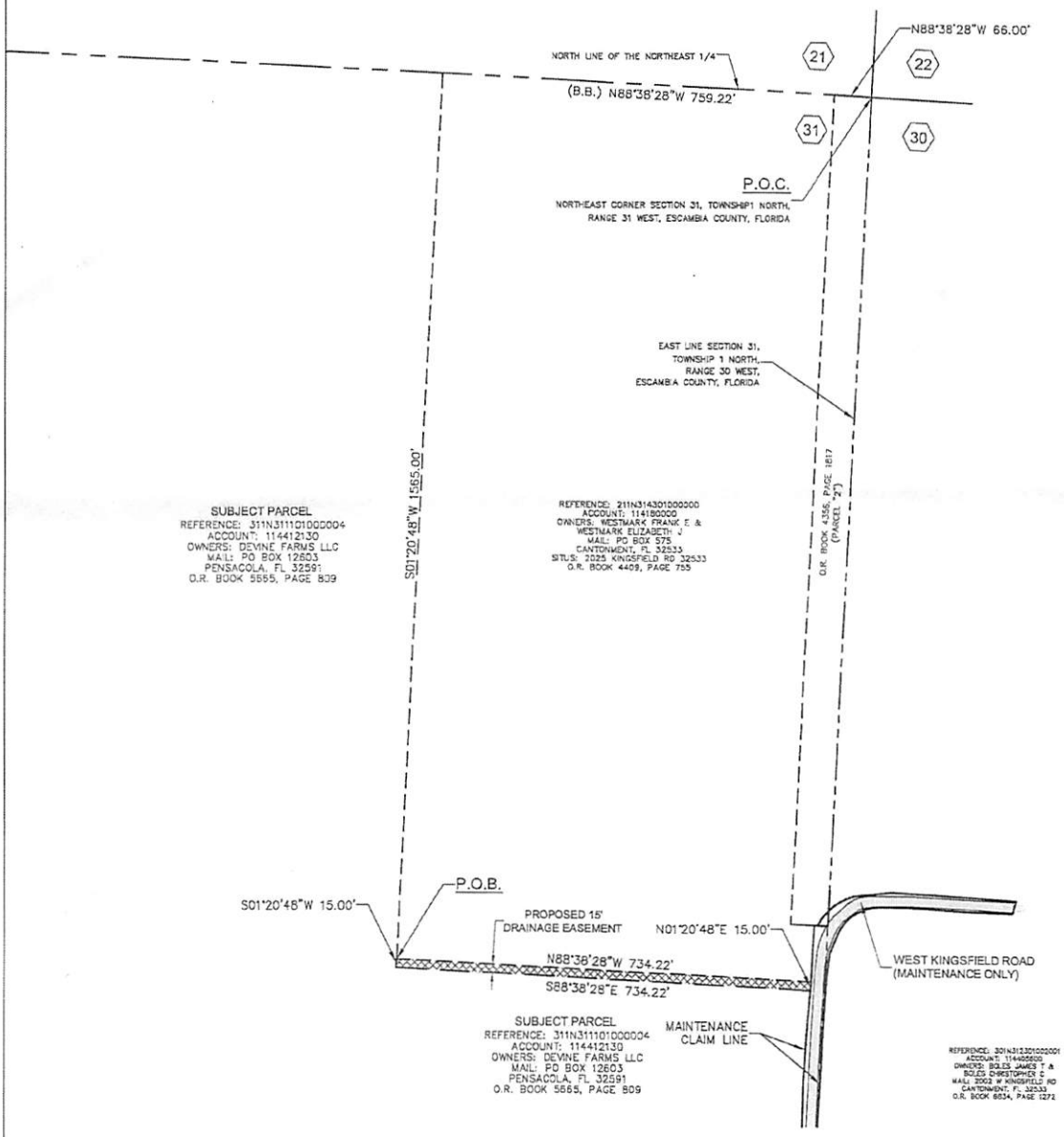
Drawn By: MK	Project No.: 20170056
Survey Date: 08/16/2017	Drawing No. L-6008
Drawing Date: 11/29/2017	Field Book: 532 Page: 1, 2 Field Book: BM 528 Page: 32, 33
Section, Township, Range:	31, T-1-N, R-31-W
Type of Survey:	Sheet No. 1 of 2
Revisions:	Date:

ENGINEERING DEPARTMENT
ESCAMBIA COUNTY, FLORIDA
3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505

Joseph Barrett, Professional Surveyor and Mapper No. 6260 — State of Florida — Date: 1-22-2018

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:

O.R. BOOK - OFFICIAL RECORD BOOK
P.O.C. - POINT OF COMMENCEMENT
P.O.B. - POINT OF BEGINNING
R/W - RIGHT-OF-WAY
(B.B.) - BEARING BASE
- EASEMENT LINE
- PROPERTY LINE
- SECTION LINE
- SUBJECT DRAINAGE EASEMENT
- PAVED ROAD

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.

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N
W E
S

0' 200 400 600

GRAPHIC SCALE: 1" = 200

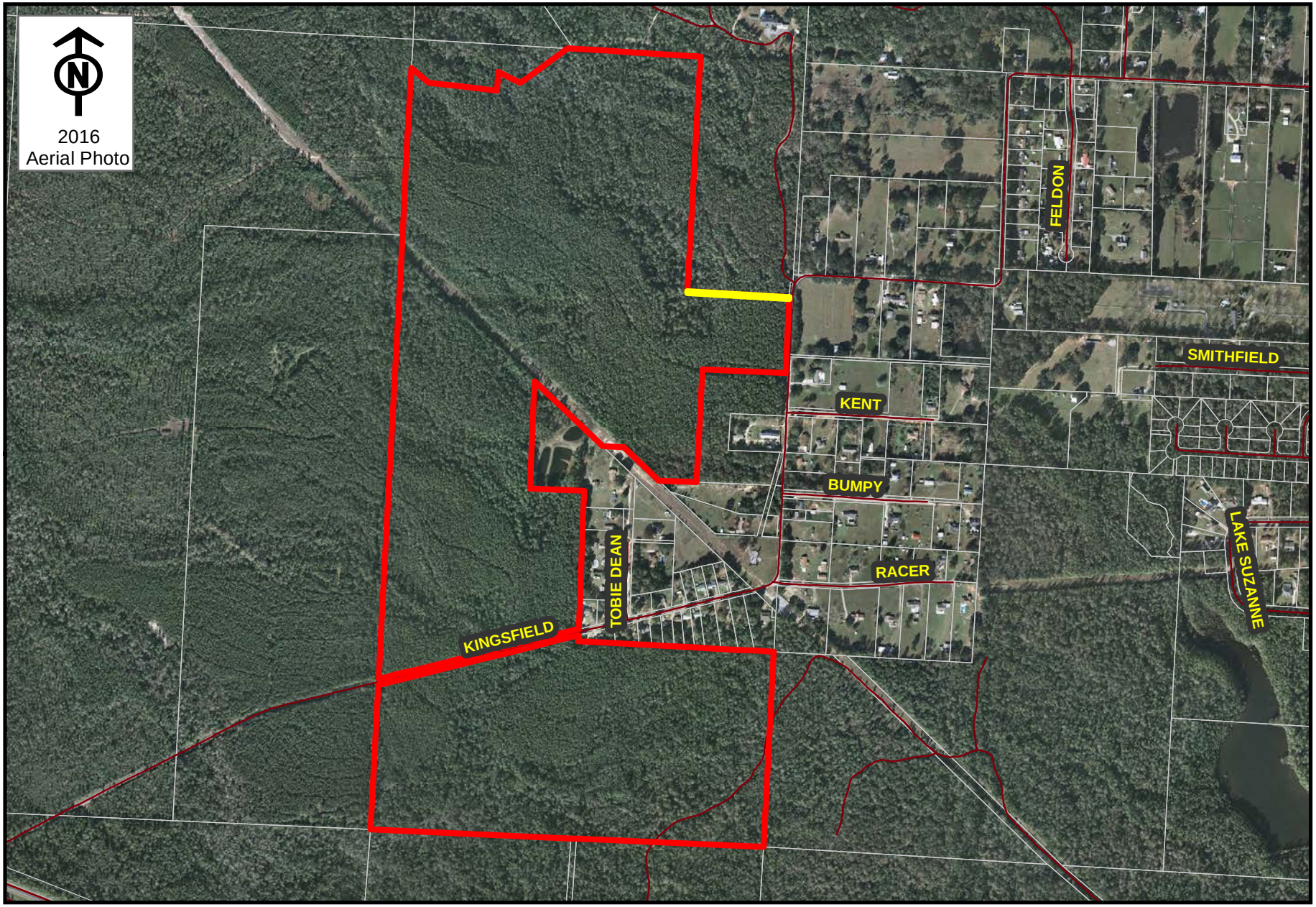
LEGAL DESCRIPTION AND SKETCH ~ THIS IS NOT A SURVEY
FOR ILLUSTRATIVE PURPOSES ONLY

Drawn By: MK	Project No.: 20170056
Survey Date: 08/16/2017	Drawing No. L-6005
Drawing Date: 11/29/2017	Field Book: 532 Page:1, 2 Field Book: BM 528 Page: 32, 33
Section, Township, Range:	31, T-1-N, R-31-W
Type of Survey:	Sheet No. 2 of 2
Revisions:	Date:

ENGINEERING DEPARTMENT
ESCAMBIA COUNTY, FLORIDA
3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505

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.

West Kingsfield Road Drainage Project



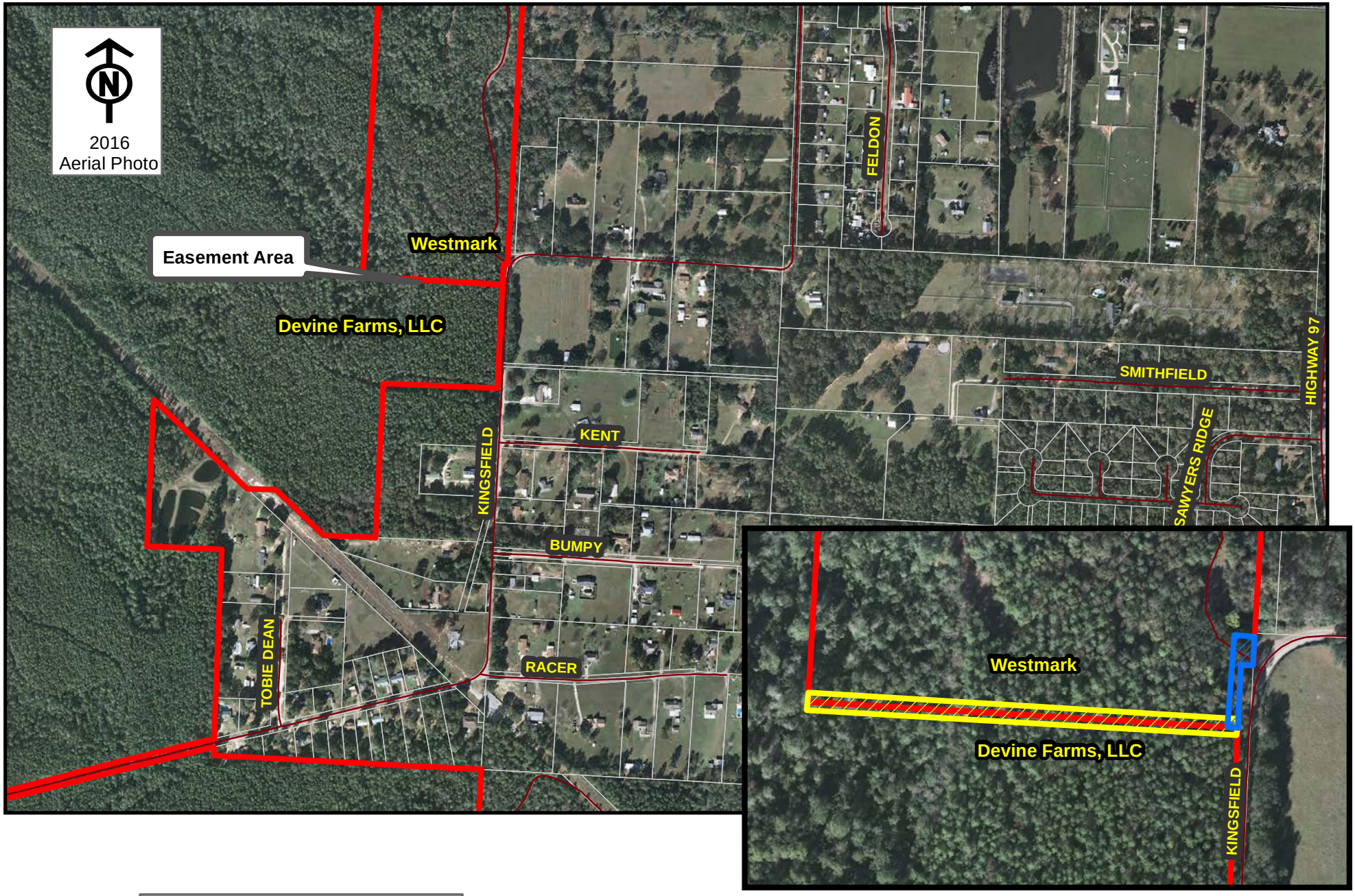
ESCAMBIA COUNTY
ENGINEERING DIVISION

KPJ 2/14/18 DISTRICT 5

Devine Farms, LLC Property

15' Drainage Easement

West Kingsfield Road Drainage Project



ESCAMBIA COUNTY
ENGINEERING DIVISION

KPJ 2/14/18 DISTRICT 5

Public Road and Right-of-Way Easement

30' Drainage Easement (15' from each property owner)

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13688 **County Administrator's Report 9. 9.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/01/2018
Issue: Reallocation of Capital Improvement Program Funds for Carver Park East
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

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

That the Board approve the reallocation of funds from the Capital Improvement Program as follows:

A. Approve reallocating $1,261,344, from the Highway 297A (Escambia County Road Prison to Muscogee Road), Fund 352, Local Option Sales Tax (LOST) III, Cost Center 210107, Transportation and Drainage (T&D) Project #08EN0105, to the Carver Park East Project, Fund 352, LOST III, Cost Center 210107, Project #13EN2395, which is nearing design completion (the bid package for construction is expected to be submitted before the end of February 2018); and

B. Approve allocating $1,261,344, from the Carver Park East Project to the Highway 297A (from Escambia County Road Prison to Muscogee Road) Project from Local Option Sales Tax IV in Fiscal Year (FY) 2021 ($800K) and in FY 2023 ($2M), to reimburse this project. Staff requests that the funds be allocated for the Carver Park East Project first, since the Highway 297A drainage improvements will need to connect to the Carver Park East Project's outfall system.

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

BACKGROUND:

The Carver Park East project includes assessment of the drainage in and around the Carver Park area as well as design of solutions to alleviate flooding. This first phase will accommodate drainage east of County Road (CR) 297A, between Washington Street and Booker Street. The outfall for this project will be a pond located east of Ransom Street. The Carver Area East Project must be completed before construction can begin on the Highway 297A (Escambia County Road Prison to Muscogee) Project, which

consists of widening the existing travel lanes to 12' and adding 5' paved shoulders. Drainage improvements may include replacing driveway pipes, some curbing and drainage inlets. Upgrades to the railroad crossing located south of Muscogee Road are also planned.

BUDGETARY IMPACT:

No budgetary impact occurs. Funding is currently available in Fund 352, "Local Option Sales Tax III", Account 210107.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Scheduling and prioritization of capital improvement projects is at the discretion of the Board.

IMPLEMENTATION/COORDINATION:

Upon Board approval of this request, a budget amendment will be forwarded to the Office of Management and Budget to reallocate the funds to the appropriate project.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13702 **County Administrator's Report 9. 10.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/01/2018
Issue: Supplemental Budget Amendment #066 - 2016 FTA Grant 1001-2016-8
From: Amy Lovoy, Assistant County Administrator
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:
Recommendation Concerning Supplemental Budget Amendment #066 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #066, Mass Transit Fund (104) and FTA Capital Projects Fund (320), in the amount of $238,395, to recognize proceeds from the Florida Department of Transportation (FDOT) and the Federal Transit Administration (FTA), and to appropriate these funds to purchase three buses under 30 feet with lifts. The required match of $23,840 is currently in the 2017/2018 Mass Transit Budget.

BACKGROUND:
Escambia County was awarded funds for the 2016 FTA Grant 1001-2016-8, and these funds need to be recognized to purchase three buses under 30' with lifts.

BUDGETARY IMPACT:
This amendment will increase Fund 320 by $238,395 and decrease Fund 104 by $23,840. There is a required match of $23,840 . Matching funds are in the Mass Transit Fund (104) and is currently in the 2017/2018 budget.

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# 066

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2018-

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, Mass Transit was awarded grant funds from Florida Department of Transportation (FDOT) and the Federal Transit Administration (FTA), and these funds need to be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2018:

Fund Name	Fund Number
Mass Transit Fund	104
FTA Capital Projects Fund	320

Revenue Title	Fund Number	Account Code	Amount
2016FTA Grant 1001-2016-8	320	331425 (new)	214,555
Transfer from Fund 104	320	381104	23,840
Total			**$238,395**

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Machinery & Equipment	320 / 211238 (new)	56401	$238,395
ADA Paratransit Costs	104 / 211210	53405	($23,840)
Transfer to F-320	104 / 211210	59105	$23,840
Total			**$238,395**

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

Jeff Bergosh, Chairman

Adopted

Stephan Hall Digitally signed by Stephan Hall
DN: cn=Stephan Hall, o=MBS, ou=OMB, email=sdhall@myescambia.com, c=US
Date: 2018.02.14 11:51:57 -06'00'

OMB Approved

Supplemental Budget Amendment # 066

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13723 **County Administrator's Report 9. 11.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/01/2018
Issue: Surplus and Sale of Real Property Located at 400 Blk South K Street that has Escheated to the County
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Surplus and Sale of Real Property Located at the 400 Block of South "K" Street that Has Escheated to the County - Stephan Hall, Budget Manager, Management and Budget Services

That the Board take the following action concerning the surplus and sale of real property located at the 400 Block of South "K" Street that has escheated to the County:

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

B. Declare surplus the Board's real property located at the 400 Block of South "K" Street, Account #: 15-3490-500, Reference #: 00-0S-00-9080-024-128, District 2;

C. Authorize the sale of the property to the bidder with the highest offer received at or above the minimum bid, which will be set at the current value assessed by the Property Appraiser, $26,220; and

D. Authorize the County Attorney's Office to prepare and the Chairman to sign all documents related to the sale of this property.

BACKGROUND:

This property escheated to the County on December 17, 2015, at which time the County was under a sales moratorium. The sale of this parcel will be set at the current value assessed by the Property Appraiser, in accordance with Section 46.134 of the Escambia County Code of Ordinances. The County does not have a need for this property.

BUDGETARY IMPACT:

Sale of this property will provide revenue for the General Fund.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office will prepare or approve all legal documents prior to execution by the Chairman.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County Code of Ordinances, Section 46.134

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Information Package - 400 Blk South K Street

Chris Jones
Escambia County Property Appraiser

General Information

Reference:	000S009080024128
Account:	153490500
Owners:	ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	400 BLK S K ST 32502
Use Code:	VACANT COMMERCIAL
Taxing Authority:	PENSACOLA CITY LIMITS
Schools (Elem/Int /High):	GLOBAL LEARNING ACADEMY/WARRINGTON/PENSACOLA
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Scott Lunsford
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2017	$26,220	$0	$26,220	$26,220
2016	$26,220	$0	$26,220	$26,220
2015	$26,220	$0	$26,220	$26,220

Disclaimer

Amendment 1/Portability Calculations

File for New Homestead Exemption Online

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
12/17/2015	7450	1602	$100	TD	View Instr
04/16/2015	7330	1740	$5,100	CT	View Instr
02/2001	4664	1788	$100	WD	View Instr
03/1989	2679	866	$45,000	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2017 Certified Roll Exemptions

COUNTY OWNED

Legal Description

LTS 24 25 26 & N 2 FT OF LTS 19 TO 23 BLK 128 MAXENT TRACT OR 7450 P 1602 CA 119

Extra Features

None

Parcel Information

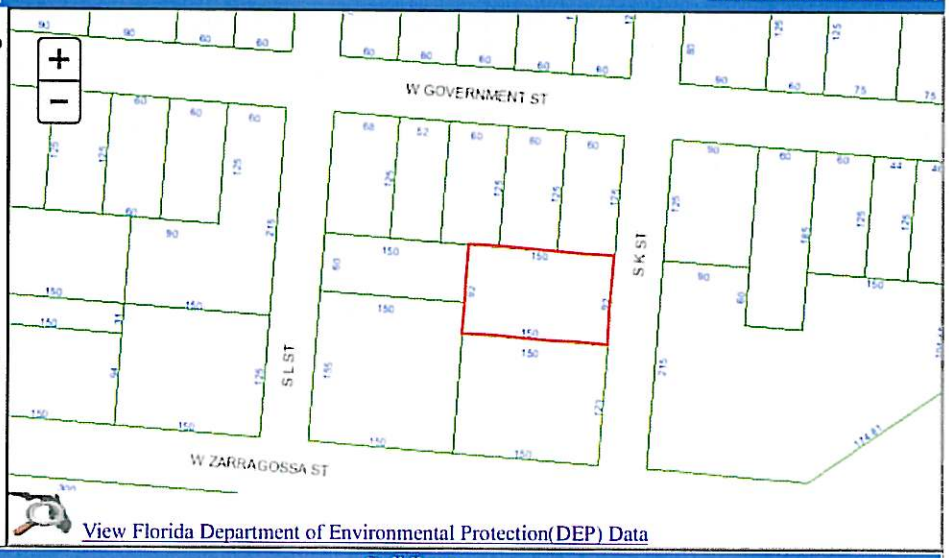
Launch Interactive Map

Section Map Id:
CA119

Approx. Acreage:
0.3168

Zoned:
C-3

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

Buildings

Images

None

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

http://escpa.org/ecpamap/PrintDoc.aspx?m=Public&s='000S009080024128'&p=_ags_035cd964f8cd4ace897e4b7f1f9ae094.jpg

Chris Jones - Escambia County Property Appraiser

Account: 153490500
Refno: 000S009080024128
OName1: ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
MailingAddr: 221 PALAFOX PL STE 420+PENSACOLA, FL 32502
Situs: 400 BLK S K ST
LastSale: 12/17/2015
LastSalePr: 100
DORCd: VACANT COMMERCIAL
acreage: 0.3168
BldCnt: 0
TotHeatArea: 0
SecMapId: CA119
ComplexType: S
ComplexDscr: MAXENT TRACT PDB 14 P 365
Zoned: C-3
MLSNbr:
TaxAuth: PENSACOLA CITY LIMITS
PicCnt: 0
Schools: GLOBAL LEARNING ACADEMY|WARRINGTON|PENSACOLA



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Chris Jones - Escambia County Property Appraiser

Account: 153490500
Refno: 000S009080024128
OName1: ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
MailingAddr: 221 PALAFOX PL STE 420+PENSACOLA, FL 32502
Situs: 400 BLK S K ST
LastSale: 12/17/2015
LastSalePr: 100
DORCd: VACANT COMMERCIAL
acreage: 0.3168
BldCnt: 0
TotHeatArea: 0
SecMapId: CA119
ComplexType: S
ComplexDscr: MAXENT TRACT PDB 14 P 365
Zoned: C-3
MLSNbr:
TaxAuth: PENSACOLA CITY LIMITS
PicCnt: 0
Schools: GLOBAL LEARNING ACADEMY|WARRINGTON|PENSACOLA



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Checklist –For Sale of County-Owned Property

This checklist is provided to see if any department has a need for County-owned property prior to sale. For each real property request, please complete the information below. The completed checklist will be submitted with the BCC recommendation to approve surplus and sale. If any of the information requested in this form is not applicable, or required, please state the reason in the comments section provided below.

Property Location: 400 Blk South K Street
Reference #: 00-0S-00-9080-024-128

Department	Not Needed	Need Parcel	Signature	Comments
County Administration (or designee)				
Community & Environment				
Traffic Operations & Planning Division				
Neighborhood Enterprise Foundation				
Facilities Management				
Community Redevelopment Agency				
Risk Management				
Engineering				
Parks & Recreation				
Office of Management & Budget				
County Attorney				

Additional Comments:

Checklist –For Sale of County-Owned Property

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Property Location: 400 Blk South K Street
Reference #: 00-0S-00-9080-024-128

Department	Not Needed	Need Parcel	Signature	Comments
County Administration (or designee)				
Community & Environment				
Traffic Operations & Planning Division	X			NONE
Neighborhood Enterprise Foundation				
Facilities Management				
Community Redevelopment Agency				
Risk Management				
Engineering				
Parks & Recreation				
Office of Management & Budget				
County Attorney				

Additional Comments:

Checklist –For Sale of County-Owned Property

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Property Location: 400 Blk South K Street
Reference #: 00-0S-00-9080-024-128

Department	Not Needed	Need Parcel	Signature	Comments
County Administration (or designee)				
Community & Environment				
Traffic Operations & Planning Division				
Neighborhood Enterprise Division	X			Commercial Parcel
Facilities Management				
Community Redevelopment Agency				
Risk Management				
Engineering				
Parks & Recreation				
Office of Management & Budget				
County Attorney				

Additional Comments:

Checklist –For Sale of County-Owned Property

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Property Location: 400 Blk South K Street
Reference #: 00-0S-00-9080-024-128

Department	Not Needed	Need Parcel	Signature	Comments
County Administration (or designee)				
Community & Environment				
Traffic Operations & Planning Division				
Neighborhood Enterprise Foundation				
Facilities Management	✓			
Community Redevelopment Agency				
Risk Management	✓			
Engineering				
Parks & Recreation				
Office of Management & Budget				
County Attorney				

Additional Comments:

_____

_____

_____

_____

Checklist –For Sale of County-Owned Property

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Property Location: 400 Blk South K Street
Reference #: 00-0S-00-9080-024-128

Department	Not Needed	Need Parcel	Signature	Comments
County Administration (or designee)				
Community & Environment				
Traffic Operations & Planning Division				
Neighborhood Enterprise Foundation				
Facilities Management				
Community Redevelopment Agency	X		Clara Long	
Risk Management				
Engineering				
Parks & Recreation				
Office of Management & Budget				
County Attorney				

Additional Comments:

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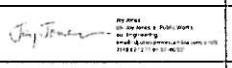
_____

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Checklist –For Sale of County-Owned Property

This checklist is provided to see if any department has a need for County-owned property prior to sale. For each real property request, please complete the information below. The completed checklist will be submitted with the BCC recommendation to approve surplus and sale. If any of the information requested in this form is not applicable, or required, please state the reason in the comments section provided below.

Property Location: 400 Blk South K Street
Reference #: 00-0S-00-9080-024-128

Department	Not Needed	Need Parcel	Signature	Comments
County Administration (or designee)				
Community & Environment				
Traffic Operations & Planning Division				
Neighborhood Enterprise Foundation				
Facilities Management				
Community Redevelopment Agency				
Risk Management				
Engineering	X			
Parks & Recreation				
Office of Management & Budget				
County Attorney				

Additional Comments:

Checklist –For Sale of County-Owned Property

This checklist is provided to see if any department has a need for County-owned property prior to sale. For each real property request, please complete the information below. The completed checklist will be submitted with the BCC recommendation to approve surplus and sale. If any of the information requested in this form is not applicable, or required, please state the reason in the comments section provided below.

Property Location: 400 Blk South K Street
Reference #: 00-0S-00-9080-024-128

Department	Not Needed	Need Parcel	Signature	Comments
County Administration (or designee)				
Community & Environment				
Traffic Operations & Planning Division				
Neighborhood Enterprise Foundation				
Facilities Management				
Community Redevelopment Agency				
Risk Management				
Engineering			Joseph Barrett	Description appears to be ok
Parks & Recreation				
Office of Management & Budget				
County Attorney				

Additional Comments:

Checklist –For Sale of County-Owned Property

This checklist is provided to see if any department has a need for County-owned property prior to sale. For each real property request, please complete the information below. The completed checklist will be submitted with the BCC recommendation to approve surplus and sale. If any of the information requested in this form is not applicable, or required, please state the reason in the comments section provided below.

Property Location: 400 Blk South K Street
Reference #: 00-0S-00-9080-024-128

Department	Not Needed	Need Parcel	Signature	Comments
County Administration (or designee)				
Community & Environment				
Traffic Operations & Planning Division				
Neighborhood Enterprise Foundation				
Facilities Management				
Community Redevelopment Agency				
Risk Management				
Engineering				
Parks & Recreation	✓			
Office of Management & Budget				
County Attorney				

Additional Comments:

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13661 **County Administrator's Report 9. 1.**
BCC Regular Meeting **Discussion**
Meeting Date: 03/01/2018
Issue: Authorization for Acquisition of Real Property for Stormwater Drainage in the Crescent Lake Area
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Authorization for the Acquisition of Real Property for Stormwater Drainage in the Crescent Lake Area - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action:

A. Approve, by super majority vote, or deny, the purchase of the following parcel of real property for stormwater drainage in the Crescent Lakes area, for the submitted counteroffer:

Parcel ID	Property Owner	Address	Approximate Parcel Size	Appraised Value	Counter Offer
44-1S-30-2002-000-035	Windell L. Jones Life Estate & Connie Shirah Hetherington	5548 Glass Drive	0.92 acre	$32,000	$47,000

B. Authorize staff to draft a Contract for Sale and Purchase for the property for a specified amount and bring the executed Contract back before the Board.

[Funding Source: Fund 352, "LOST III," Cost Center 210107, Object Code 56101, Project #15EN3252]

BACKGROUND:

During the April 2014 storm event, the area of Blue Springs Avenue, within the Crescent Lake subdivision, suffered significant damage to public infrastructure and private properties. Escambia County responded with the Crescent Lake Dam Project (funded by National Resources Conservation Services), the Blue Springs Avenue FEMA Repair Project, and the East Shore Drive FEMA Outfall Pipe Replacements to Crescent Lake Project.

Given the extent of damage, the Blue Springs Avenue at Clearwater Avenue Drainage Analysis was also completed to identify drainage deficiencies, and to determine the best alternatives to mitigate future re-occurrence of such drainage impacts. Stormwater attenuation improvements in the upstream basin, contributing to Blue Springs Avenue, were determined necessary in the area of Sun Valley Drive, Glass Drive, and Clearwater Avenue. Potential stormwater improvements for Empire Pit were also referred to Florida Department of Transportation for consideration. The recommended alternative is to maximize the pond stormwater volume, depending upon successful property acquisition.

This parcel, while not part of Crescent Lake subdivision, is necessary to provide an area for design/construction of a stormwater management system, to optimize flood reduction, and to improve water quality for Crescent Lake.

There is currently a manufactured home located on the property at 5548 Glass Drive. Before the appraisal was commissioned, Mr. Jones' was informed that the County has no interest in the manufactured home on the property. Mr. Jones has agreed to have the manufactured home removed prior to purchase of the property, if an agreement is reached. Therefore, the appraisal was completed as if the land was vacant/unimproved.

BUDGETARY IMPACT:

Funding is available in Fund 352, "LOST III," Cost Center 210107, Object Code 56101, Project #15EN3252.

LEGAL CONSIDERATIONS/SIGN-OFF:

All documents will be reviewed by the County Attorney's Office before purchase is finalized.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

These actions are consistent with the provisions of Section 46-139 of the Escambia County code of Ordinances.

IMPLEMENTATION/COORDINATION:

Upon Board approval, staff will maintain compliance with Section 46-139 of the County Codes.

Attachments

Summary Appraisal - Jones
Counter Offer - Jones
Aerial Map - Jones

N217-0456

APPRAISAL REPORT

OF A

RESIDENTIAL LAND PARCEL

LOCATED ON

5548 GLASS DRIVE
PENSACOLA, ESCAMBIA COUNTY, FLORIDA 32505

EXCLUSIVELY FOR

ESCAMBIA COUNTY

AS OF

NOVEMBER 3, 2017

BY

CHARLES C. SHERRILL, JR., MAI
STATE - CERTIFIED GENERAL APPRAISER #RZ1665

410 EAST GOVERNMENT STREET

PENSACOLA, FLORIDA

APPRAISAL REPORT

The subject property consists of a 0.92-acre residential land parcel that is located at 5548 Glass Drive in Pensacola, Florida. The land parcel is currently improved with a manufactured home that is in the process of being removed from the property. As previously discussed with the client, this item of personal property has not been included in this appraisal. Accordingly, the subject parcel has been appraised as if vacant/unimproved. It should be noted that the appraiser did not enter or inspect the interior of the subject land parcel for this appraisal assignment. The client is considering the possible purchase of the property (land parcel) at a yet-undetermined price.

The three traditional approaches to value income-producing properties are the Cost Approach, the Sales Comparison Approach, and the Income Capitalization Approach. Based upon the type and specific characteristics of the subject property, the Cost and Income Capitalization Approaches were not considered to be appropriate to provide credible results for this valuation. Land parcels like the subject in the local market are not typically leased to tenants, so market data was not concluded to be adequate to estimate a credible market rent for the subject in the Income Capitalization Approach. Secondly, due to the presumed absence of improvements, the performing of the Cost Approach was not considered to be applicable. Accordingly, the appraiser did not perform these two particular approaches to value the subject property in this assignment.

The subject is a land parcel that is not encumbered by any known leases. Buyers of this type of property in the local market typically rely most heavily on the Sales Comparison Approach in making buying decisions. Additionally, recent sales activity of similar type properties in the local market is considered to be sufficient to produce credible results. Accordingly, the appraiser has determined that the performing of the Sales Comparison Approach in this appraisal process is sufficient to achieve credible assignment results based primarily upon the intended use of this appraisal. The appraiser has clearly identified and explained the scope of work for this assignment within this appraisal report.

This is an Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice. As such, it clearly and accurately sets forth the appraisal in a manner that will not be misleading; contains sufficient information to enable the intended users of the appraisal to understand the report properly; and clearly and accurately discloses all assumptions, extraordinary assumptions, hypothetical conditions, and limiting conditions used in the assignment. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated within this report. The appraiser is not responsible for the unauthorized use of this appraisal report.

CLIENT:

Escambia County
Attention: Ms. Kara Johnson
Real Estate Acquisition Manager
3363 West Park Place
Pensacola, FL 32505

APPRAISER:	Charles C. Sherrill, Jr., MAI State - Certified General Appraiser #RZ1665 Sherrill Appraisal Company 410 East Government Street Pensacola, FL 32502
APPRAISAL FILE NUMBER:	N217-0456
PROPERTY LOCATION:	5548 Glass Drive, Pensacola, Escambia County, Florida 32505
PROPERTY TYPE/CURRENT USE:	Residential Land Parcel
REPORTED PROPERTY OWNERS:	Windell L. Jones Life Est & Connie Shirah Hetherington
TAX ACCOUNT NUMBER:	04-1924-000
PARCEL IDENTIFICATION NO.:	44-1S-30-2002-000-035
CURRENT PROPERTY TAX ASSESSMENT:	$24,190; It should be noted that $21,850 of the total assessment is attributable to the subject land; $2,340 is apparently attributable to the manufactured home that is excluded from the appraisal. There are no delinquent property taxes as the 2017 tax bill is not yet due.
LEGAL DESCRIPTIONS:	Legal descriptions of the subject property obtained from the Escambia County Property Appraiser's Office and a deed conveying life estate are presented in the addendum of this appraisal report.
ZONING CLASSIFICATION:	HDMU; High Density Mixed Use
FUTURE LAND USE CLASSIFICATION:	MU-U; Mixed-Use Urban
TYPE AND DEFINITION OF VALUE:	The purpose of this appraisal is to provide the appraiser's best estimate of the market value of the subject real property as of the effective date. Market value is defined under 12 U.S.C. 1818, 1819 and title XI of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 ("FIRREA") as well as the Office of the Comptroller of the Currency, as "the most probable price which a property should bring in a competitive and open market under all conditions requisite to a

TYPE AND DEFINITION OF VALUE (CONTINUED):

fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus". Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

(1) buyer and seller are typically motivated;
(2) both parties are well informed or well advised, and acting in what they consider their own best interests;
(3) a reasonable time is allowed for exposure in the open market;
(4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
(5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

INTENDED USER OF APPRAISAL REPORT:

Escambia County; No other party is entitled to rely upon this report without written consent of the appraiser.

INTENDED USE OF APPRAISAL REPORT:

For the sole purpose of assisting the client, Escambia County, in internal business decisions concerning the possible purchase of the subject property. No other party is entitled to rely upon this report without written consent of the appraiser.

OWNERSHIP INTEREST VALUED:

Fee Simple Title (defined as absolute ownership unencumbered by any other interest or estate; subject only to the limitations of eminent domain, escheat, police power, taxation, and/or any easements that may be present on the property).

DATE OF PROPERTY INSPECTION: November 3, 2017

EFFECTIVE DATE OF VALUE: November 3, 2017

DATE OF APPRAISAL REPORT: November 15, 2017

FINAL ESTIMATE OF VALUE: $32,000 (Value As if vacant/unimproved, subject to the appraisal assumptions and limiting conditions that are presented in the addendum of this appraisal report)

SCOPE OF WORK PERFORMED IN THIS APPRAISAL ASSIGNMENT:

The three traditional approaches to value income-producing properties are the Cost Approach, the Sales Comparison Approach, and the Income Capitalization Approach. Based upon the type and specific characteristics of the subject property, the Cost and Income Capitalization Approaches were not considered to be appropriate to provide credible results for this valuation. Land parcels like the subject in the local market are not typically leased to tenants, so market data was not concluded to be adequate to estimate a credible market rent for the subject in the Income Capitalization Approach. Secondly, due to the presumed absence of improvements, the performing of the Cost Approach was not considered to be applicable. Accordingly, the appraiser did not perform these two particular approaches to value the subject property in this assignment.

In performing this appraisal of the subject property, Charles C. Sherrill, Jr., MAI first identified the problem to be solved. Based upon the property type and intended use of this appraisal, the appraiser determined and performed the scope of work necessary to develop assignment results that were credible, and disclosed this scope of work in the appraisal report. In doing so, the appraiser inspected the exterior of the subject property (from its fronting road), and gathered information from the subject's neighborhood or similar competitive neighborhoods in the local area on land sales. This information was applied in the Sales Comparison Approach to value the subject land parcel as if vacant/unimproved.

This narrative appraisal report is the result of these processes. This Appraisal Report is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated above. The appraiser is not responsible for unauthorized use of this report.

DESCRIPTION OF REAL ESTATE APPRAISED:

Location Description: Known as the "City of Five Flags," Pensacola is the western-most city in the panhandle of Florida. Pensacola, the county seat, is located in the extreme southern portion of Escambia County. Escambia County encompasses 661 square miles of land and an additional 64,000 acres of waterways. Escambia County has experienced steady growth during its history as it represents the economic center for Northwest Florida. Its location generally bordering the Gulf of Mexico and three bays has resulted in outward growth in certain directions over the years. These growth areas include such neighboring cities/communities as Gulf Breeze, Milton, Pace, and Navarre (in Santa Rosa County), as well as the northern vicinity of Pensacola.

According to recent (2015) statistics from the U. S. Census Bureau, there are 311,003 residents in Escambia County, which ranked 20th in county population in Florida. Escambia County's population increased at a rate of 4.5 percent in the previous 5 years, and this gradual increase is anticipated for the near-term future. Escambia County has a diversified economic base which includes tourism, military (U. S. Navy), and a strong service sector. The area has a current unemployment rate of 5.1 percent, which is slightly higher than that is indicated by the state and national averages (4.9 percent and 4.6 percent, respectively).

The quality of life afforded by the mild climate and abundant recreational activities and rich history and culture is an added feature that attracts new industries to the area. The availability of office and manufacturing facilities and an educated workforce give Escambia County the ideal catalyst for future growth and prosperity. Overall, the area's moderate anticipated population growth, diversified work force, and abundance of recreational activities provide for a relatively stable near-term outlook for this metropolitan area.

Neighborhood Description: The subject property is located outside the city limits of Pensacola in a well-established commercial area. The neighborhood boundaries are generally defined as Industrial Boulevard on the north, Beverly Parkway on the south, Pensacola Boulevard on the east, and Mobile Highway on the west. Land uses in the immediate area include retail establishments, offices, service stations, convenience stores, strip shopping centers, restaurants, banks, auto service garages, apartments, residences, mobile homes, warehouses, auto sales lots, mini-warehouses, churches, motels, condominiums, and lounges. The neighborhood is convenient to churches, shopping facilities, schools, medical facilities, recreational facilities, and other major sources of employment. No adverse neighborhood conditions were observed by the appraiser. The subject property is concluded to be well-suited to its neighborhood.

Summary of Local Residential Market: After a number of years of steady growth in the local residential market (as well as other sectors), the health of the market weakened during 2006 to 2011. Demand for residential housing declined in the local market during that time period due to weakened economic conditions which resulted in an oversupply of inventory. The net result of this market weakness was an increase in vacancy rates, a decline in rental rates and values, an increase in property foreclosures, and extended marketing periods. However, the market began to stabilize in late 2011, and it has gradually increased in the past few years. It is concluded that the local market, as well as the subject property, should continue this slight improvement trend in the foreseeable future.

Property Description: The subject property is located on the east side of Glass Drive, north of West Michigan Avenue. The property is situated immediately adjacent to similar residential parcels. The interior parcel is rectangular in shape. The site has 100 feet of frontage on the east side of Glass Drive and a depth of 400 feet. According to the Escambia County Property Appraiser's Office, the property contains 0.92 acre. This equates by calculation to a land area of 40,075 square feet.

The property is fairly level, moderately wooded, and fenced. The parcel is improved with a manufactured home and a recreational vehicle. However, these items of personal property have not been included in this appraisal.

The public utilities available to the site are considered to be adequate. It appears that the parcel is not located within a designated flood area (Flood Zone X; Flood Panel Map #12033C0360G).

Glass Drive is a two-laned roadway in front of the subject. Overall access to the property is concluded to be adequate.

The property is zoned HDMU; High Density Mixed-Use under the zoning ordinances of Escambia County. This 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. Permitted land uses within this subject zoning district include single-family residential, multiple-family residential, group living homes, manufactured homes in existing manufactured home parks, boarding/rooming housing, child care facilities, retail, restaurants, banks, places of worship, professional offices, services (in buildings not to exceed 6,000 square feet), public utility structures, private marinas, parks and limited agricultural production.

There are several non-permitted but conditional land uses within this classification but they require a public hearing and approval by the Escambia County Board of Adjustment. This zoning district also contains a number of restrictions such as minimum front, rear, and side yard areas, maximum building height requirements, maximum lot coverage ratio, and a maximum building density for residential uses of 25 dwelling units per acre. This equates to a total of 23 residential units for the subject tract (0.92 acre x 25 units/acre). The property has a Future Land Use Classification of MU-U; Mixed-Use Urban.

SALES HISTORY OF SUBJECT PROPERTY:

The subject property is currently owned by Windell L. Jones Life Est. & Connie Shirah Hetherington. According to the public records, the property was acquired by the current owners a number of years ago. The appraiser is unaware of any sales transactions of the property in the five years preceding the effective date of this valuation. No current listings, options, or agreements of sale of the subject property were discovered by the appraiser in the course of this analysis. However, the client is considering the purchase of the subject property (land parcel) at a yet-undetermined price.

HIGHEST AND BEST USE:

Highest and best use may be defined as "The reasonable and legal use of vacant land or improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value." The first determination (highest and best use of land as though vacant) reflects the fact that the land value is derived from potential land use. The second determination (highest and best use of property as improved) refers to the optimum use that could be made of the property considering the existing structures, when applicable. The analysis of the highest and best use of the subject property as if vacant is below.

Highest and best use as if vacant. The legally permissible uses of the subject site include single-family residential, multiple-family residential, group living homes, manufactured homes in existing manufactured home parks, boarding/rooming housing, child care facilities, retail, restaurants, banks, places of worship, professional offices, services (in buildings not to exceed 6,000 square feet), public utility structures, private marinas, parks and limited agricultural production. These land uses are generally compatible with other property types in the subject neighborhood. The potential for a zoning change appears to be unlikely.

The subject is comprised of a 40,075-acre land parcel with adequate shape, frontage on a paved road, and level topography. There are generally no physical limitations on developable alternatives of the subject such that each of the legally permissible uses are physically possible. Based upon the size and physical characteristics, the zoning, the neighborhood and local market conditions, and the location of the subject parcel, a residential use is concluded to be financially feasible. Additionally, the maximally productive and highest and best use of the subject site as though it were vacant is concluded to be a residential use.

Highest and best use as improved. The highest and best use of the property as improved is not applicable in this appraisal since the property is being appraised as if vacant/unimproved.

APPRAISAL PROCESS:

The three traditional approaches to estimate the value of the income-producing properties are the Cost Approach, the Sales Comparison Approach (formerly called the Market Approach), and the Income Capitalization Approach. All three approaches are based upon the basic principle of substitution, which affirms that a prudent buyer will not pay more for a property than the cost of an equally desirable site plus the cost to construct a similar building (Cost Approach), the cost to acquire a competing property which is equal in desirability and utility (Sales Comparison Approach), or the cost to acquire a substitute income stream of equal quantity, quality, and durability (Income Capitalization Approach).

Based upon the subject property's being comprised of a land parcel, the Cost and Income Capitalization Approaches were not considered to be appropriate for this valuation. Accordingly, the appraiser did not perform these two particular approaches to value the subject property. The subject property is a vacant residential land parcel with no leases in place. Buyers of this type of property in the local market typically rely most heavily on the Sales Comparison Approach in making buying decisions. Additionally, recent sales activity of similar type properties in the local market is considered to be sufficient to produce credible results. Lastly, this appraisal process is concluded to be adequate based upon the intended use of this appraisal. Accordingly, the appraiser has determined that the performing of the Sales Comparison Approach in this appraisal process is sufficient to achieve credible assignment results based primarily upon the intended use of this appraisal. The appraiser has clearly identified and explained the scope of work for this assignment within this appraisal report.

A summary of the Sales Comparison Approach for this appraisal is presented on the following pages.

SUMMARY OF LAND VALUATION ANALYSIS (AS IF VACANT/UNIMPROVED):

A summary of the data pertaining to vacant land sales considered to be similar to the subject is presented below. Summary information pertaining to each of these comparables, aerial photographs and site plans, and a location map are presented at the conclusion of this appraisal report.

COMP. NO.	RECORD NO.	LOCATION	DATE OF SALE	SALE PRICE	ACRES	PRICE/ ACRE
1	506067	4745 Cerny Road	11/08/16	$16,000	0.57	$28,070.18
2	499714	3977 Stoddard Road	09/30/16	$32,000	1.0	$32,000.00
3	493043	7535 Lillie Lane	03/20/17	$32,000	0.9	$35,555.56
4	512290	2175 Detroit Boulevard	04/13/17	$25,000	0.69	$36,231.88

The above land sales represent properties considered generally comparable to the subject. These parcels range in size from 0.6 to 1.0 acre, which is reflective of the size of the subject. All are suitable for a residential type of use. Each is located throughout the general subject area. These comparables range in price from $16,000 to $32,000, which equates to a unit price of $28,070 to $36,232 per acre.

In this analysis, price adjustments were considered for such dissimilarities as property rights conveyed, atypical financing, conditions of the sale, market conditions (time), location, land size, shape, access/exposure, topography, utilities availability, and zoning. After these necessary price adjustments were made for dissimilarities, when compared to the subject, unit value of $32,926 to $36,594 per acre results for the subject.

In placing equal weight on each of the sales, a unit value towards the middle of the above range is concluded to be appropriate for the subject. Therefore, a value of $34,500 per acre is estimated for this valuation. This concluded unit value is well-bracketed by the unadjusted unit price range of the comparables, which is considered to be reasonable based upon property characteristics and current market conditions.

The estimated value of the subject land parcel from this sales comparison analysis is shown below. A grid summarizing the price adjustments is presented on the following page of this appraisal report.

0.92 ACRE	x	$34,500/ACRE	=	$31,740
		ROUNDED:		$32,000

The above total land value estimate is within the total sales price range of $16,000 to $32,000 that is indicated by the above comparables. Although it represents the upper end of this range, it is concluded to be reasonable based upon the size, zoning, and other characteristics of the subject land parcel.

c17-0456L

SUMMARY OF LAND SALES ADJUSTMENTS

	Comp. No. 1	Comp. No. 2	Comp. No. 3	Comp. No. 4
Index Number	506067	499714	493043	512290
Total Sales Price	$16,000	$32,000	$32,000	$25,000
Land Size (Acres)	0.57	1.0	0.9	0.69
Price Per Acre	$28,070.18	$32,000.00	$35,555.56	$36,231.88
Price Adjustments				
Property Rights Conveyed	0%	0%	0%	0%
Adjusted Unit Price	$28,070.18	$32,000.00	$35,555.56	$36,231.88
Atypical Financing Terms	0%	0%	0%	0%
Adjusted Unit Price	$28,070.18	$32,000.00	$35,555.56	$36,231.88
Conditions of Sale	0%	0%	0%	0%
Adjusted Unit Price	$28,070.18	$32,000.00	$35,555.56	$36,231.88
Market Conditions (Time)	2%	3%	1%	1%
Adjusted Unit Price	$28,631.58	$32,960.00	$35,911.11	$36,594.20
Adjustments- Physical Characteristics				
Location	10%	-5%	-15%	-10%
Size of Land	-5%	- -	- -	- -
Shape of Parcel	- -	- -	- -	- -
Access/Road Frontage	- -	- -	- -	- -
Topography	- -	- -	- -	- -
Utilities Availability	- -	- -	- -	- -
Zoning	10%	10%	10%	10%
Other Features	- -	- -	- -	- -
Cumulative Adjustments	15%	5%	-5%	0%
Adjusted Price Per Acre	$32,926.32	$34,608.00	$34,115.56	$36,594.20

RECONCILIATION AND VALUE CONCLUSION:

For this valuation of the subject land parcel (as if vacant/unimproved), only the Sales Comparison Approach was performed. In doing so, the market value of the fee simple title in the subject property, as of November 3, 2017, based upon the appraisal assumptions and limiting conditions that are presented on the following pages, is estimated to be $32,000. **As mentioned, this appraisal was prepared for the Escambia County.**

Exposure time is defined by USPAP as the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. It is a retrospective opinion based on an analysis of past events assuming a competitive and open market. The previously-presented comparable sales were on the market between 45 to 367 days (1.5 to 12.2 months) before being sold. Based upon the subject's property type, overall characteristics, and concluded marketability, its estimated exposure time is concluded to have been approximately 6 to 12 months. Similarly, the estimated marketing time (i.e., the amount of time it would probably take to sell the subject property if it were exposed in the market, beginning on the date of this valuation) is projected to be approximately 6 to 12 months.

Attached are the assumptions and limiting conditions of this appraisal, the certification of the appraiser, subject photographs, location maps, a site plan, an aerial photograph, legal descriptions, a flood zone map, zoning maps, comparable land sales data, site plans and photographs, a comparable land sales location map, and the appraiser's professional qualifications.

ASSUMPTIONS AND LIMITING CONDITIONS:

This appraisal and the appraiser's certification that follows is subject to the following assumptions and limiting conditions:

1. The three traditional approaches to value income-producing properties are the Cost Approach, the Sales Comparison Approach, and the Income Capitalization Approach. Based upon the type and specific characteristics of the subject property, the Cost and Income Capitalization Approaches were not considered to be appropriate to provide credible results for this valuation. Land parcels like the subject in the local market are not typically leased to tenants, so market data was not concluded to be adequate to estimate a credible market rent for the subject in the Income Capitalization Approach. Secondly, due to the presumed absence of improvements, the performing of the Cost Approach was not considered to be applicable. Accordingly, the appraiser did not perform these two particular approaches to value the subject property in this assignment.

2. This is an Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice. As such, it clearly and accurately sets forth the appraisal in a manner that will not be misleading; contains sufficient information to enable the intended users of the appraisal to understand the report properly; and clearly and accurately discloses all assumptions, extraordinary assumptions, hypothetical conditions, and limiting conditions used in the assignment. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated within this report. The appraiser is not responsible for the unauthorized use of this appraisal report.

3. The client is the party who engages an appraiser (by employment or contract) in a specific assignment. A party receiving a copy of this report from the client does not, as a consequence, become a party to the appraiser-client relationship. Any person who receives a copy of this appraisal report as a consequence of disclosure requirements that apply to an appraiser's client, does not become an intended user of this report unless the client specifically identifies them at the time of the assignment. The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.

4. No responsibility is assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report. The property is appraised as though free and clear of any or all liens and encumbrances unless otherwise stated in this report. Responsible ownership and competent property management are assumed unless otherwise stated in this report. Typical mortgage loan encumbrances and utility easements are assumed to exist.

5. If the property is improved, it is assumed that the structural and mechanical components of the building are in good condition and operating properly, unless reported otherwise.

6. The information furnished by others is believed to be accurate, true, and reliable. However, no warranty is given for its accuracy.

7. All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.

8. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover such conditions.

9. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in this report.

10. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in this appraisal report.

11. It is assumed that all required licenses, certificates of occupancy consents, or other legislative or administrative authority from any local, state, or national governmental, or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained this report are based.

12. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied unless otherwise stated in this report. No survey has been made by the appraiser for the purpose of this report.

13. It is assumed that the utilization of the land and improvement is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.

14. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substance should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substance such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.

15. Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communication barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.

16. The appraiser warrants only that the value conclusion is his best opinion estimate as of the exact day of valuation. For prospective value estimates, the appraiser cannot be held responsible for unforeseeable events which might alter market conditions prior to the effective date of the appraisal.

17. Any proposed improvements are assumed to be completed in good workmanlike manner in accordance with the submitted plans and specifications.

18. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

19. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used, or reproduced in part or its entirety, for any purpose by any person other than the **Escambia County** without the written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.

20. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without prior written consent and approval of the appraiser.

21. Use of this appraisal constitutes acceptance of the stated limiting conditions and assumptions. The appraiser’s liability extends to the current client and not to subsequent users of the appraisal.

22. The Americans with Disabilities Act (ADA) became effective January 26, 1992. For improved properties, we have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since we have no direct evidence relating to this issue, we did not consider possible noncompliance with the requirement of ADA in estimating the value of the property.

23. The appraiser certifies that he has no debt relationship with the **Escambia County.**

25. This valuation is contingent upon there being no contamination of the soil due to any source, including but not limited to underground tanks, if any.

26. This valuation is contingent upon a survey, legal description, and land area calculation being prepared by a qualified and properly licensed engineer to indicate the subject property to be basically the same as described in this appraisal report.

EXTRAORDINARY APPRAISAL ASSUMPTIONS:

1. This valuation is based upon the extraordinary assumption that the entire subject land parcel was in similar condition on the date of current valuation as that observed by the appraiser from the fronting road, as reported in this appraisal report. It should be noted that the use of this extraordinary assumption may affect the value conclusion in this appraisal.

HYPOTHETICAL CONDITIONS OF THE APPRAISAL:

There are no hypothetical conditions of this appraisal.

CERTIFICATION OF THE APPRAISER

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute and the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- I have made a personal inspection of the property (from its fronting road) that is the subject of this appraisal report.
- I have performed no services as an appraiser, or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. I conclude that I have no conflict of interest in performing this appraisal assignment for the client.
- No one provided significant real property appraisal assistance to the person signing this appraisal report and certification.
- I currently hold an appropriate state license or certification allowing the performance of real estate appraisals in connection with federally related transactions of properties located in Florida.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the State of Florida for state-certified appraisers.

The Appraisal Institute and the State of Florida conduct mandatory programs of continuing education for its designated members and licensees, respectively. Appraisers who meet the minimum standards of these programs are awarded periodic educational certification. As of the date of this report, I have completed the requirements of the continuing education programs for designated members of the Appraisal Institute, and of the State of Florida, respectively.

The use of this report is subject to the requirements of the State of Florida relating to review by the Real Estate Appraisal Subcommittee of the Florida Real Estate Commission, as well as the Appraisal Institute.



Charles C. Sherrill, Jr., MAI
State - Certified General Appraiser #RZ1665

Board of County Commissioners • Escambia County, Florida

Joy D. Blackmon, P.E., Director,
Public Works Department

December 15, 2017

Life Estate Windell L. Jones & Connie Shirah Hetherington
4235 Scooter Lane
Milton, Florida 32583

RE: Proposed Purchase of Your Property Located at 5548 Glass Drive

Mr. Jones and Ms. Hetherington:

This letter contains a preliminary statement of the principal terms and conditions for the proposed purchase of your property located 5548 Glass Drive as shown on the enclosed Exhibit "A." Based on the Board of County Commissioner's policy, the County had an appraisal performed on this property, which gave a value of **$32,000.00**.

If you agree to the terms and execute this letter, the County will incorporate these terms into a Contract for Sale and Purchase, which will be provided to you. The terms of the proposed purchase are as follows:

Total Purchase Price - $32,000.00

Conveyance of marketable title by Warranty Deed and subject to execution of a "Public Disclosure of Interest" document as required by Florida Statutes.

Allocation of closing costs will be as follows:

Property Owner – Seller
- Ad valorem taxes and assessments (prorated)
- Documentary stamp taxes
- Seller's attorney fees and real estate commission (if any incurred)
- Cost to cure title/survey/environmental defects
- Recording of documents

County- Buyer
- Title search/examination
- Environmental audit
- Boundary Survey

Please note that this is only an offer letter. All contracts are contingent on approval by the Escambia County Board of County Commissioners at a duly noticed public meeting.

If you agree to the terms listed above, please sign below and return the letter to this office or if making a counter offer, please provide it in writing.

Thank you for your time and help in this project. If you have any questions, please call (850) 595-1882, which is my direct office line.

Sincerely,

Kara Johnson
Real Estate Acquisition Technician
Real Estate Division

ACCEPTANCE

I have read the foregoing and would be willing to:

☐ a) Sell the property, located at 5548 Glass Drive, for $32,000.00 depicted in Exhibit "A"; or

☒ b) Agree to sell the property located at 5548 Glass Drive, for the counter amount of $ 47,000

I also understand the purchase may be subject to certain additional terms and conditions that will appear in a Contract for Sale and Purchase.

OWNER:

By: Wendell L Jones

Windell L Jones
Print or Type Name

Title: Owner

Date: 1-9-18

ESCAMBIA
my escambia

EXHIBIT "A"

Blue Springs at Clearwater & Glass (Crescent Lake)



ESCAMBIA COUNTY
ENGINEERING DIVISION

KPJ 9/7/17 DISTRICT 1

Jones Property
5548 Glass Drive

- Two Septic tanks. Septic tanks cost an average $4500 per septic tank in Pensacola to have installed
- Three power poles. Power poles cost an avg. $450, that's just for the powerpole, not counting costs for installation. Then the engineers costs to see how gulf power will hook it up for actual power. County permit fees also.
- Have to have my shed moved. Shed was $7500 new. I have to take the porch off in order to have it's dimensions legal to move. This may cost 1200-3000 for moving and permit, and set up requirement. Leveling and tie down.
- I am required to have the mobile home moved. 2500 minimum
- I will have to find more land at a comparable price and location.
- I have to hire a mover to move my belongings.
- In the contract I was given it is my duties to pay closing costs. I'm not sure how much the closing cost would be but have to assume it will be a couple thousand minimum

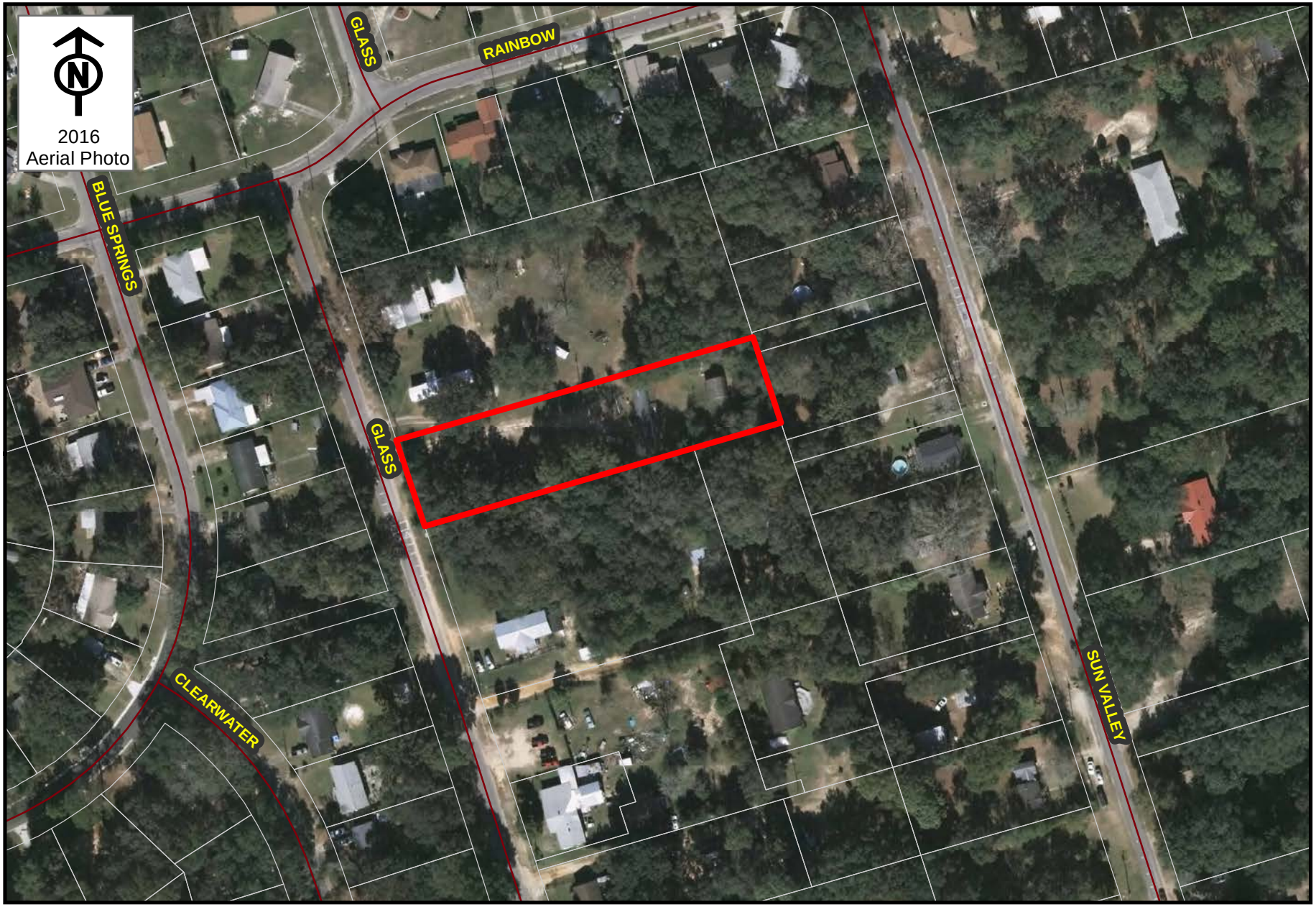
.

Two septics $9000	9000
Three power poles $1350 low avg	1350
Shed $2100 would be the middle 1200-3000	2100
Mobile home moved 2500	2500
Finding land, and moving, cant put a price on it.	
Closing costs $2000Ish	2000
	$17000 plus
	$32000
	$49000

That is why I am asking the commission to approve $47000 for this land.

Thank You

Blue Springs at Clearwater & Glass (Crescent Lake)



ESCAMBIA COUNTY
ENGINEERING DIVISION

KPJ 2/14/18 DISTRICT 1

Jones Property

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13414 **County Administrator's Report 9. 2.**
BCC Regular Meeting **Discussion**
Meeting Date: 03/01/2018
Issue: Acceptance of a Special Warranty Deed for City Owned Parcel on the Escambia Treating Site
From: Amy Lovoy, Assistant County Administrator
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Acceptance of a Special Warranty Deed from the City of Pensacola Conveying Property Located at 3910 North Palafox Street (052S301001002017) Back to the County - Amy Lovoy, Assistant County Administrator

That the Board take the following action:

A. Accept the Special Warranty Deed, as provided, from the City of Pensacola conveying property located at 3910 North Palafox Street (052S301001002017) back to the County;

B. Authorize the payment of documentary stamps;

C. Authorize the payment of incidental expenditures associated with the recording of this Special Warranty Deed; and

D. Authorize the Chairman or Vice Chairman to sign all related documents.

BACKGROUND:

In 2011 this parcel associated with the Escambia Treating Site escheated to the County. In 2012 the County conveyed this property to the City as part of an economic development initiative that the City was pursuing. This parcel is located on the old Escambia Treating site and would upon transfer from the City become a part of the whole site.

BUDGETARY IMPACT:

The estimated annual cost of acquiring the entire Escambia Treating site is estimated at about $50,000 annually.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:
N/A

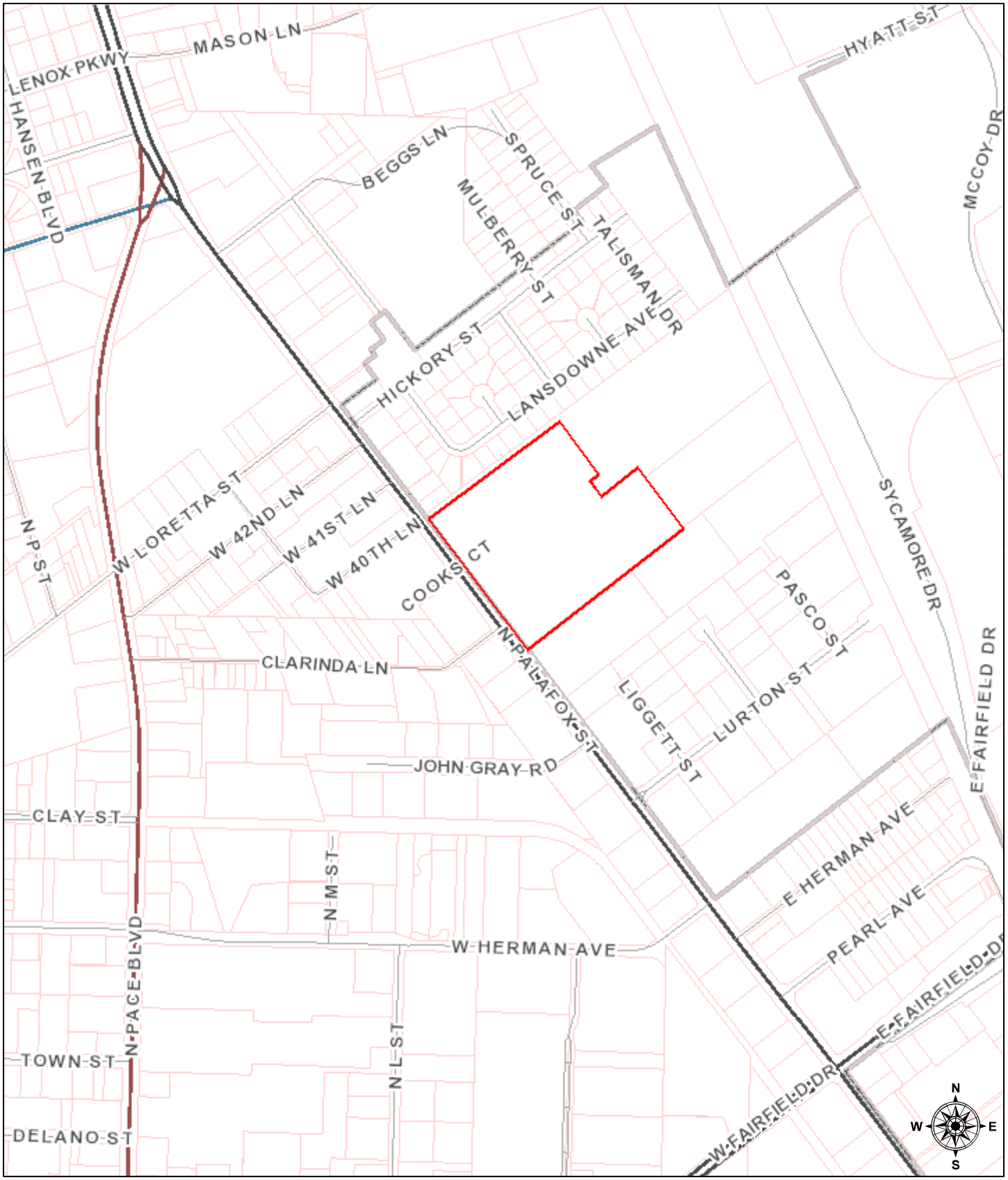
POLICY/REQUIREMENT FOR BOARD ACTION:
N/A

IMPLEMENTATION/COORDINATION:
N/A

Attachments

City Parcel Map
Special Warranty Deed

City Parcel at Escambia Treating



December 20, 2017

1:8,927

0 0.075 0.15 0.3 mi

0 0.1 0.2 0.4 km

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

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

STATE OF FLORIDA
COUNTY OF ESCAMBIA

SPECIAL WARRANTY DEED

THIS DEED is made and entered into this 14th day of February, 2018, by and between the City of Pensacola, a Florida municipal corporation acting through its duly authorized Mayor, whose address is 222 West Main Street, Pensacola, Florida 32502 (Grantor), and Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

WITNESSETH:

GRANTOR, for and in consideration of the sum of Ten Dollars ($10.00), and other good and valuable consideration in hand paid by Grantee, receipt of which is acknowledged, hereby grants, bargains, sells and conveys to Grantee, its successors and assigns forever, the following described land situated in Escambia County, Florida (Property):

See attached Exhibit A

THIS CONVEYANCE IS SUBJECT TO taxes for the year 2018 and subsequent years; conditions, easements, and restrictions of record, if any, but this reference does not operate to reimpose any of them; and zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.

And, subject to the foregoing, Grantor does hereby warrant that title to the Property is free from any claims, liens or encumbrances imposed or created by Grantor or anyone claiming by, through or under Grantor, and that Grantor will defend the title to the Property against the lawful claims of all persons claiming by, through or under Grantor, but no further.

GRANTOR further covenants that it shall not annex the Property for a period of fifteen (15) years from the date of this Special Warranty Deed.

THIS CONVENYANCE IS FURTHER MADE SUBJECT TO THE FOLLOWING: GRANTEE ACKNOWLEDGES, AGREES AND UNDERSTANDS THE PROPERTY IS HEREBY CONVEYED TO, AND ACCEPTED BY, GRANTEE IN "AS IS" CONDITION ON AND AS OF

THE DATE OF THIS DEED AND THAT GRANTOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE WHATSOEVER, WRITTEN OR ORAL, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONDITION OF THE PROPERTY; THE PRESENCE OR ABSENCE OF HAZARDOUS SUBSTANCES IN, ON, UNDER OR ABOVE THE PROPERTY; COMPLIANCE OR NONCOMPLIANCE OF THE PROPERTY WITH APPLICABLE LAWS, RULES AND REGULATIONS (INCLUDING BUT NOT LIMITED TO ENVIRONMENTAL LAWS); THE MERCHANTABILITY, HABITABILITY OR TENANTABILITY OF THE PROPERTY; OR THE SUITABILITY OF THE PROPERTY FOR ANY PARTICULAR PURPOSE, ANY AND ALL SUCH REPRESENTATIONS AND WARRANTIES BEING HEREBY EXPRESSLY DISCLAIMED. GRANTEE EXPRESSLY ACKNOWLEDGES THAT GRANTEE AND ITS REPRESENTATIVES ARE FAMILIAR WITH THE PROPERTY AND HAVE HAD AMPLE OPPORTUNITY TO EXAMINE, INSPECT AND SATISFY ITSELF WITH RESPECT TO ALL MATTERS RELATED TO THE PROPERTYAND THAT GRANTEE UNDERSTANDS AND AGREES THAT NEITHER GRANTOR NOR ANY ELECTED OR APPOINTED OFFICIAL, OFFICER, EMPLOYEE, AGENT, REPRESENTATIVE, ATTORNEY OR CONSULTANT OF OR FOR GRANTOR HAS MADE OR IS MAKING ANY WARRANTIES OR REPRESENTATIONS, ORAL OR WRITTEN, EXPRESS OR IMPLIED, WITH RESPECT TO ANY OF THE FOREGOING MATTERS.

IN WITNESS WHEREOF, Grantor has signed and sealed these presents on the day and year first above written.

GRANTOR:

CITY OF PENSACOLA

By: _____
Ashton J. Hayward, III, Mayor

Signed, sealed and delivered in the presence of witnesses to Grantor:

Rebecca Ferguson
Name: REBECCA FERGUSON

Stephanie A Chwastyk
Name: Stephanie A. Chwastyk

Attest:

Ericka L. Burnett
City Clerk

(AFFIX CITY SEAL)

Legal in form and valid as drawn:

_____
Lysia H. Bowling, City Attorney

Approved as to content:

_____
Print Name: Keith Wilkins
Title: Asst. City Administrator

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 14th day of February, 2018, by Ashton J. Hayward, III, as Mayor of the City of Pensacola, a Florida municipal corporation, on behalf of said municipal corporation. Said person is personally known to me or has produced _____ as identification and who did/did not take an oath.

Signature of Notary

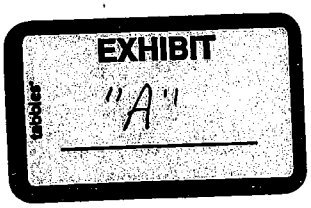
Stephanie A. Chwastyk

Printed Name of Notary

Stephanie A. Chwastyk
Notary Public-State of Florida
My Comm. Expires: April 5, 2020
Notary Comm. No. FF979104

(Notary Seal)

BEG AT INTER OF E R/W LI OF PALAFOX ST (US 29 78 05/100 FT R/W) & N LI OF LT 21 N 52 DEG 40 MIN 40 SEC E ALG N LI 800 FT S 37 DEG 19 MIN 20 SEC E 382 FT S 52 DEG 40 MIN 40 SEC W 963 FT TO E R/W LI OF PALAFOX ST N 37 DEG 19 MIN 20 SEC W ALG R/W 777 FT TO POB S/D OF PALMES GRANT W OF RR PLAT DB 10 P 490 OR 6841 P 956



ACCEPTANCE

This Special Warranty Deed 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

_____
Jeff Bergosh, Chairman

ATTEST: Pam Childers
Clerk of the Court

_____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13686 **County Administrator's Report 9. 3.**
BCC Regular Meeting **Discussion**
Meeting Date: 03/01/2018
Issue: State Law Enforcement Trust Fund Appropriation
From: Henrique Dias, Chief Financial Officer
Organization: Escambia County Sheriff's Office
CAO Approval:

RECOMMENDATION:

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

That the Board approve the following allocations of Law Enforcement Trust (LET) Funds, per the requirements of Florida Statute 932.7055(5), for Outside Agency partners in Escambia County for Fiscal Year 2017/2018:

A. AFCEA Blue Angels Pensacola Chapter, in the amount of $25,000;

B. Hadji Shriners, in the amount of $5,000;

C. Panhandle Charitable Open, in the amount of $30,000;

D. Pensacola Mess Hall, in the amount of $5,000;

E. FavorHouse of Northwest Florida, Inc., in the amount of $12,000;

F. Pensacola Little Theatre, Inc., in the amount of $6,000;

G. Christian Surfers, in the amount of $5,000;

H. Pensacola Opera, Inc., in the amount of $5,000; and

I. Jacksonville Sheriff's Office, in the amount of $2,000.

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

[Funding Source: Fund 121, Law Enforcement Trust Fund, Cost Center 540103, Aids to

Private Organizations 58201]

BACKGROUND:

Per F.S. 932.7055(5), certain law enforcement activities generate a revenue stream that must be appropriated into the Law Enforcement Trust to be expended by the Sheriff. These funds support various law enforcement related activities in Escambia County.

List of Agencies with amount (appropriate backup for each agency is attached):

AFCEA Blue Angels Pensacola Chapter - $25,000
Hadji Shriners - $5,000
Panhandle Charitable Open - $30,000
Pensacola Mess Hall - $5,000
FavorHouse of Northwest Florida Inc - $12,000
Pensacola Little Theatre Inc - $6,000
Christian Surfers - $5,000
Pensacola Opera Inc - $5,000
Jacksonville Sheriff's Office - $2,000

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

These funds may be expended upon request by the sheriff to the board of county commissioners or by the chief of police to the governing body of the municipality, accompanied by a written certification that the request complies with the provisions of this subsection, and only upon appropriation to the sheriff’s office or police department by the board of county commissioners or the governing body of the municipality.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

AFCEA Blue Angels Pensacola Chapter
Hadji Shriners

Panhandle Charitable Open
Pensacola Mess Hall
FavorHouse of NWF Inc
Pensacola Little Theatre Inc
Christian Surfers
Pensacola Opera Inc
Jacksonville Sheriff's Office

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630

LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

February 9, 2018

Commissioner Jeff Bergosh, District 1, Chairman
Escambia County Board of County Commissioners
221 Palafox Place
Pensacola, FL 32501

RE: Law Enforcement Trust Fund Requests

Dear Chairman Bergosh,

I have withheld acting on pending requests for Law Enforcement Trust Funds (LETF) proceeds based on the most recent discussions on this issue by the Board. To my knowledge, there has been no activity whatsoever to develop a new BOCC process for approval of these requests. Be advised that pursuant to Section 932.7055, Florida Statutes (2017), I must expend or donate no less than 25 percent of LETF proceeds for the support or operation of any drug treatment, drug abuse education, drug prevention, crime prevention, safe neighborhood, or school resource officer program or programs. The statute further provides that I have the discretion to determine which programs will receive the designated funds.

I am forwarding the attached LETF requests with my approval to EBOCC for action. EBOCC should take timely action on the attached requests.

Sincerely,

David Morgan, Sheriff

Copy to:
Jack Brown, County Administrator
Commissioner Doug Underhill, District 2
Commissioner Lumon May, District 3 (Vice Chairman)
Commissioner Grover Robinson, District 4
Commissioner Steven Barry, District 5

FLORIDA
ACCREDITED

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630

LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

February 12, 2018

AFCEA Blue Angels Pensacola Chapter
Attn: Randy Ramos
362 Gulf Breeze Parkway, Suite 282, Gulf Breeze, FL 32561

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated January 28, 2018.

Dear Randy Ramos,

We have received your request to provide your organization with funds from the Escambia Law Enforcement Trust (LET) fund. Your request for funding for Crime Prevention or other law enforcement purposes has been reviewed and approved by the Sheriff for the amount of $25,000. The Sheriff has submitted your request to the Escambia County Board of County Commissioner with his written certification that the funds will be used for a purpose authorized by law.

Your request for LET funding, as approved by the Sheriff, is now awaiting review by the Escambia County Board of County Commissioners. The funds cannot be provided to you until your request is approved by the Board. The Board has indicated that it may revise the procedure for approval of such requests, so we are unable to provide you with information on when you can expect the Board to act on your request.

Please contact the County Commissioner for your district for information on the status of your request.

Point of contact in this matter is Daniel Capozzolo, C.F.O. administrative assistant at 850-436-9949.

ESCAMBIA COUNTY SHERIFF'S OFFICE
APPLICATION FOR
STATE LAW ENFORCEMENT TRUST FUND MONIES

ALL Requests MUST have a justification statement (Page 2) that encourages one of the following areas: (Check the appropriate box or boxes)

☑ CRIME PREVENTION ☐ DRUG PREVENTION ☐ DRUG EDUCATION ☐ SAFE NEIGHBORHOOD

Funds will be used for: (Check the appropriate box)

☐ PROMOTE CRIME/DRUG ABUSE PREVENTION OR ☑ DIRECT SUPPORT

The Documents listed below MUST be attached to your request: (Check the appropriate boxes)

☑ 501c3 or c4 OR ☑ NOT-FOR-PROFIT AND ☑ W-9 AND ☑ CERTICATE OF EXEMPTION

To be considered the Application MUST be Completed, Signed and ALL Documentation Attached

ORGANIZATION/AGENCY NAME: AFCEA Blue Angels Pensacola Chapter DATE 01/28/2018

POINT OF CONTACT Randy M. Ramos PH#

EMAIL ADDRESS: rramos@gbsi.com ☑ INITIAL REQUEST ☐ PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) 03/01/2018 AMOUNT REQUESTED: $ 25,000

CHECK PAYABLE TO: AFCEA Blue Angels Pensacola Chapter

COMPLETE MAILING ADDRESS: ☐ NEW ADDRESS

Street 362 Gulf Breeze Parkway, Suite 282 City Gulf Breeze State FL Zip Code 32561

CERTIFICATION STATEMENT

1. As required by Florida law, the requested funds will be used for the purpose specified above, and no other purpose.
2. My agency shall, as required by Florida law, maintain records of these funds and provide such reports as may be requested by the Sheriff.
3. I have the appropriate authority (Board Member) on behalf of the requesting agency.
   a. To submit this application and to ensure funds are used for the purposes specified herein.
   b. To cause the required accounting and reporting of these funds.

All representations in this application are true to the best of my knowledge and belief RMR (Initial)

NAME OF CERTIFYING OFFICIAL
Randy M. Ramos

TITLE OF CERTIFYING OFFICIAL
Chapter President

SIGNATURE (Digital)
rramos@gbsi.com Digitally signed by rramos@gbsi.com DN: cn=rramos@gbsi.com Date: 2018.02.08 09:09:49 -06'00'

DATE
02/08/2018

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
CFO	Kelly N. Casart	☑	☐	
LEGAL		☑	☐	
CHIEF		☐	☐	AMOUNT APPROVED $25K
SHERIFF		☑	☐	I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055(5)

CFO ASSISTANT Date processed 2/12/18

DAVID MORGAN, SHERIFF

DATE 2/9/2018

1/2018

ORGANIZATION/AGENCY NAME:

AFCEA Blue Angels Pensacola Chapter

Per Florida State Statute Florida Statutes - Chapter 932.7055(5) - Such funds may be used only for school resource officer, Crime Prevention, Drug Abuse Education, Drug Prevention Programs or Safe Neighborhood or such other law enforcement purposes as the board of county commissioners or governing body of the municipality deems appropriate. PROVIDE A DESCRIPTION OF HOW YOUR AGENCY WILL BE USING THE FUNDING

JUSTIFICATION

REQUIRED INFORMATION

THIS APPLICATION CANNOT BE PROCESSED WITHOUT A JUSTIFICATION STATEMENT EXPLAINING YOUR PLANNED USE FOR FUNDING:

Be as specific as possible when describing how the monies will to be used in the effort to encourage Crime Prevention; Drug Education; Drug Prevention or Safe Neighborhoods.

YOU MAY PROVIDE ADDITIONAL PAGES WITH INFORMATION AS AN ATTACHMENT.

Begin Typing Here

The AFCEA Blue Angels Pensacola Chapter respectfully requests for a donation to support the Cyberthon 2018 event.

Cyberthon has become the Gulf Coast's largest Cybersecurity event of the year. This weekend event encourages and promotes a community culture of cybersecuirty awareness, cybercrime prevention and collaboration between Government, industry and academia, bring together community leaders, cyber experts and a cadre of cyber competitors from local schools to witness and participate in real-world cyber operations, cyber defense methods and cybercrime prevention.

This weekend event is organized by the Armed Forces Communications and Electronics Association (AFCEA), a non-profit organization dedicated to providing an ethical forum for increasing knowledge, exchanging information and promoting cybersecurity awareness, crime prevention and education in our community.

Cyberthon 2018 will be held at the Gulf Power Douglas L. McCrary Training and Emergency Response Center on Pine Forest Road in Pensacola, FL March 9-11, 2018. Cyberthon has captured the interest of the U.S. Department of Energy (DOE) and Idaho National Laboratory (INL). In partnership with Gulf Power and Southern Company, DOE and INL, will provide students in Northwest Florida an unprecedented cybersecurity learning opportunity themed on Industrial Control Systems (ICS). During the event, students from local schools will work through real-world exploit labs that replicate everyday controller devices deployed on the internet. The labs will walk through various exercises to demonstrate how an attacker can gather information from a variety of sources, use that information to identify vulnerabilities, interrupt controller process, and finally how proactive measures can prevent attacks and cyber crime.

New to Cyberthon 2018 is Cyber Saturday. Students and parents across the county are invited to participate in Cyberthon on Saturday, March 10. They can learn cyber coding and how to be cyber safe while on the internet. They can observe the Cyberthon main event competition and experience a Capture the Flag (CTF) cyber gaming challenge. More events are being added and a complete

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 10-10-2014

Employer Identification Number:
47-2054155

Form: SS-4

Number of this notice: CP 575 E

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

ARMED FORCES COMMUNICATIONS AND
ELECTRONICS ASSOC -PENSACOLA CHAPT
AFCEA - PENSACOLA
% RANDY RAMOS
362 GULF BREEZE PKWY
GULF BREEZE, FL 32561

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 47-2054155. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it's very important that you use your EIN along with your complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information shown above isn't correct, please send us the correction using the attached tear-off stub.

Annual filing requirements

Most organizations with an EIN have an annual filing requirement, even if they engage in minimal or no activity.

A. If you are tax exempt, you may be required to file one of the following returns or notices:

Form 990, Return of Organization Exempt From Income Tax
Form 990-EZ, Short Form Return of Organization Exempt From Income Tax
Form 990-PF, Return of Private Foundation
Form 990-N, e-Postcard (available online only)

Additionally, you may be required to file your annual return electronically.

If an organization required to file a Form 990, Form 990-PF, Form 990-EZ, or Form 990-N does not do so for three consecutive years, its tax-exempt status is automatically revoked as of the due date of the third return or notice.

Please refer to www.irs.gov/990filing for the most current information on your filing requirements.

B. If you are not tax-exempt, you may be required to file one of the following returns:

Form 1120, U.S. Corporation Income Tax Return
Form 1041, U.S. Income Tax Return for Estates and Trusts
Form 1065, U.S. Return of Partnership Income

Please refer to Publication 1635, Understanding Your EIN, for more information about which forms you may be required to file.

(IRS USE ONLY) 575E 10-10-2014 ARME O 9999999999 SS-4

Applying for Tax-Exempt Status

Receiving an EIN from the IRS is not the same thing as receiving IRS recognition of tax-exempt status. To apply for formal recognition of tax-exempt status, most organizations will need to complete either Form 1023, *Application for Recognition Under Section 501(c)(3) of the Internal Revenue Code*, or Form 1024, *Application for Recognition of Exemption Under Section 501(a)*. Submit the completed form, all applicable attachments, and the required user fee to:

Internal Revenue Service
PO Box 12192
Covington, KY 41012-0192

Publication 557, Tax Exempt Status for Your Organization, has details on the application, process as well as information on returns you may need to file.

Additional information

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you don't have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.
* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
* Refer to this EIN on your tax-related correspondence and documents.
* Provide future officers of your organization with a copy of this notice.

If you have questions about your EIN, you can contact us using the phone number or address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you don't need to write us, please don't complete and return this stub.

Your name control associated with this EIN is ARME. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

(IRS USE ONLY) 575E 10-10-2014 ARME O 9999999999 SS-4

Keep this part for your records. CP 575 E (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 E

9999999999

Your Telephone Number
( ) -

Best Time to Call

DATE OF THIS NOTICE: 10-10-2014
EMPLOYER IDENTIFICATION NUMBER: 47-2054155
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

ARMED FORCES COMMUNICATIONS AND
ELECTRONICS ASSOC -PENSACOLA CHAPT
AFCEA - PENSACOLA
% RANDY RAMOS
362 GULF BREEZE PKWY
GULF BREEZE, FL 32561

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Armed Forces Communications and Electronics Association - Pensacola Chapter

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
362 Gulf Breeze Pkwy, Suite 282

Requester's name and address (optional)

6 City, state, and ZIP code
Gulf Breeze, FL 32561

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
___ - ___ - ____

or

Employer identification number
4 7 - 2 0 5 4 1 5 5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Patrick G. Rooney Date ▶ 1-4-17

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Sent 6/26/15

AFCEA International Headquarters • 4400 Fair Lakes Court • Fairfax, Virginia 22033-3899, USA
Telephone 703-631-6100 or (800) 336-4583 • Facsimile 703-631-4693

www.afcea.org

June 26, 2015

Department of the Treasury
Internal Revenue Service
Ogden, UT 84201-0023

Re: Armed Forces Communications and Electronics Association Group Exemption (Number 3185)

To Whom It May Concern:

This letter is in reference to the Armed Forces Communications and Electronics Association's (AFCEA) Group Exemption (Number 3185). This letter provides the information required annually by Revenue Procedure 80-27 to maintain a group exemption letter.

We have reviewed the LIST OF PARENT AND SUBSIDIARY ACCOUNTS computer printout provided by the IRS and have provided corrections to be made on the list.

The following Chapters are new and we have added them into the attached spreadsheet (also highlighted in yellow):

472054155	Pensacola Chapter
473387896	Interior Alaska Chapter
474221220	Eifel Chapter

The following Chapters are missing from the list this year but should be included (highlighted in yellow on the attached spreadsheet):

371558822	South West Asia Chapter
521241081	Silicon Valley Chapter
521241094	Dallas Chapter
521241101	Palmetto Chapter
521241102	Canaveral Chapter
521241108	Atlanta Chapter
521241142	Rocky Mountain Chapter

521272001	Coastal North Carolina Chapter
521279067	Pacific Northwest Chapter
521279073	Fort Monmouth Chapter
521283944	Seoul Chapter
521283948	Las Vegas Chapter
521550970	West Point Chapter
521629262	Phantom Corps Chapter
521871682	Tucson Chapter
521887966	Belvoir Chapter
743254246	Bay Chapter
870416039	Wasatch Chapter
980051114	Marianas Chapter

There have been no changes in the purposes, character, or method of operations of the subordinates in the group exemption.

The following information is submitted on behalf of the AFCEA subordinates:

(i) The local AFCEA subordinates are affiliated with and subject to the general supervision of the national AFCEA Headquarters.

(ii) The principal purposes and activities of these AFCEA subordinates are to bring their members into closer fellowship with each other and with individuals of their armed services and governments through the medium of chapter meetings; through visits to government and military establishments, industrial plants, and laboratories; and through seminars, exhibitions, technical panels, and discussions consistent with the policies and objectives of AFCEA.

(iii) To the best of my knowledge, the AFCEA subordinates are not private foundations as defined in Section 509(a) of the Code.

(iv) To the best of my knowledge, the AFCEA subordinates are operating in accordance with the purposes stated in subparagraph (ii) above.

(v) Each AFCEA subordinate has furnished me with written authorization, signed by a duly authorized officer of the subordinate, to request that it becomes a member of the group of AFCEA subordinates with tax exempt status.

(vi) To the best of my knowledge, the AFCEA subordinates to be added to the group exemption letter have not previously received any IRS ruling or determination letter relating to exemption.

Thank you for your attention to this matter. Should any questions arise concerning our group exemption letter, please contact me at (703) 631-6242.

Sincerely,

Sean McGowan
Director,
Member and Chapter Services
AFCEA International

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630

LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

February 9, 2018

Commissioner Jeff Bergosh, District 1, Chairman
Escambia County Board of County Commissioners
221 Palafox Place
Pensacola, FL 32501

RE: Law Enforcement Trust Fund Requests

Dear Chairman Bergosh,

I have withheld acting on pending requests for Law Enforcement Trust Funds (LETF) proceeds based on the most recent discussions on this issue by the Board. To my knowledge, there has been no activity whatsoever to develop a new BOCC process for approval of these requests. Be advised that pursuant to Section 932.7055, Florida Statutes (2017), I must expend or donate no less than 25 percent of LETF proceeds for the support or operation of any drug treatment, drug abuse education, drug prevention, crime prevention, safe neighborhood, or school resource officer program or programs. The statute further provides that I have the discretion to determine which programs will receive the designated funds.

I am forwarding the attached LETF requests with my approval to EBOCC for action. EBOCC should take timely action on the attached requests.

Sincerely,

David Morgan, Sheriff

Copy to:
Jack Brown, County Administrator
Commissioner Doug Underhill, District 2
Commissioner Lumon May, District 3 (Vice Chairman)
Commissioner Grover Robinson, District 4
Commissioner Steven Barry, District 5

FLORIDA
ACCREDITED

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630

LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

February 12, 2018

Hadji Shriners
Attn: Jay Cowick
4001 Erika Court, Pensacola FL 32526

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated January 4, 2018.

Dear Jay Cowick,

We have received your request to provide your organization with funds from the Escambia Law Enforcement Trust (LET) fund. Your request for funding for Crime Prevention, Drug Prevention or other law enforcement purposes has been reviewed and approved by the Sheriff for the amount of $5,000. The Sheriff has submitted your request to the Escambia County Board of County Commissioner with his written certification that the funds will be used for a purpose authorized by law.

Your request for LET funding, as approved by the Sheriff, is now awaiting review by the Escambia County Board of County Commissioners. The funds cannot be provided to you until your request is approved by the Board. The Board has indicated that it may revise the procedure for approval of such requests, so we are unable to provide you with information on when you can expect the Board to act on your request.

Please contact the County Commissioner for your district for information on the status of your request.

Point of contact in this matter is Daniel Capozzolo, C.F.O. administrative assistant at 850-436-9949.

FLORIDA
ACCREDITED

ESCAMBIA COUNTY SHERIFF'S OFFICE
APPLICATION FOR
STATE LAW ENFORCEMENT TRUST FUND MONIES

ALL Requests MUST have a justification statement (Page 2) that encourages one of the following areas: (Check the appropriate box or boxes)

☑ CRIME PREVENTION ☑ DRUG PREVENTION ☐ DRUG EDUCATION ☐ SAFE NEIGHBORHOOD

Funds will be used for: (Check the appropriate box)

☑ PROMOTIONAL/ADVERTISING ☐ ☐ DIRECT SUPPORT

The Documents listed below MUST be attached to your request: (Check the appropriate boxes)

☑ 501c3 or c4 OR ☐ NOT-FOR-PROFIT AND ☑ W-9 AND ☐ CERTICATE OF EXEMPTION

To be considered the Application MUST be Completed, Signed and ALL Documentation Attached

ORGANIZATION/AGENCY NAME: Hadji Shriners DATE 01/04/2018

POINT OF CONTACT Jay cowick PH# (850) 206-8004

EMAIL ADDRESS: cowickj@bellsouth.net ☑ INITIAL REQUEST ☐ PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) 01/04/2018 AMOUNT REQUESTED: $ 5,000

CHECK PAYABLE TO: Hadji Shrine Director Staff

COMPLETE MAILING ADDRESS: ☐ NEW ADDRESS

Street 4001 Erika Court City Pensacola State fl Zip Code 32526

CERTIFICATION STATEMENT

1. As required by Florida law, the requested funds will be used for the purpose specified above, and no other purpose.
2. My agency shall, as required by Florida law, maintain records of these funds and provide such reports as may be requested by the Sheriff.
3. I have the appropriate authority (Board Member) on behalf of the requesting agency.
   a. To submit this application and to ensure funds are used for the purposes specified herein.
   b. To cause the required accounting and reporting of these funds.

All representations in this application are true to the best of my knowledge and belief | (initial)

NAME OF CERTIFYING OFFICIAL
Jay Cowick

TITLE OF CERTIFYING OFFICIAL
Director/Golf Tournament Chairman

SIGNATURE (Digital)

DATE
01/04/2018

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
LEGAL		☑	☐	Promotions
CHIEF		☑	☐	
CFO		☑	☐	AMOUNT APPROVED $5K
SHERIFF		☑	☐	I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055

CFO ASSISTANT Date processed 2/12/18

DAVID MORGAN, SHERIFF

DATE 2/8/2018

ORGANIZATION/AGENCY NAME:

Hadji Shriners

Per Florida State Statute Florida Statutes - Chapter 932.7055(5)(c) - Such funds may be used only for school resource, PROVIDE A DESCRIPTION OF HOW YOUR AGENCY WILL BE USING THE FUNDING Crime Prevention, Drug Abuse Education, or Drug Prevention Programs or Safe Neighborhood.

REQUIRED INFORMATION

THIS APPLICATION CANNOT BE PROCESSED WITHOUT A JUSTIFICATION STATEMENT EXPLAINING YOUR PLANNED USE FOR FUNDING:

Be as specific as possible when describing how the monies will to be used in the effort to encourage Crime Prevention; Drug Education; Drug Prevention or Safe Neighborhoods.

YOU MAY PROVIDE ADDITIONAL PAGES WITH INFORMATION AS AN ATTACHMENT.

Begin Typing Here

These funds will be used to promote Drug/Crime prevention. The Sheriff"s Logo and statement of where the funds come from will be posted on 18 tee box holes for Hadji Shrine Directors Staff 28th Annual Golf tournament on May 5th , 2018 which will be held at Marcus Pointe Golf Course.

SLET SPONSORSHIP

Date Received: 1/5/18

- ☑ 501C3
- ☐ Not for Profit
- ☑ W-9
- ☐ Tax Certificate
- ☑ Justification

#2834

- ☐ Request Info
- ☐ Email
- ☐ Phone
- ☐ Other

$ 5000.00 2/23/17

☑ PREVIOUSLY APPROVED

INTERNAL REVENUE SERVICE
Ogden, IRS Center

Department of the Treasury
P.O. Box 9941, Ogden, Utah 84409
MS 6273

Refer Reply To: 0423208240
Date: June 27, 2013 3910C

SHRINERS INTERNATIONAL
HADJI SHRINERS
% HADJI SHRINERS
800 W NINE MILE RD
PENSACOLA FL 32534

Taxpayer Identification Number: 59-1174237

Dear Taxpayer:

We received your request dated June 27, 2013, asking us to verify your Employer Identification Number [EIN] and name.

This letter confirms the parent and subordinate organization are exempt under Section 501(c) 10 of the Internal Revenue Code.

Parent Organization

Name: Shriners International

Subordinate Organization

EIN: 59-1174237
Name: Hadji Shriners

The EIN and Name on our records is 59-1174237 and Hadji Shriners as a subordinate unit of Shriners International.

Please provide a copy of this letter to your subordinate. A separate letter will not be mailed to the subordinate organization.

If you have any questions, please call us toll free at 1-877-829-5500. or you can write to us at the address shown at the top of this letter. If you write, please include:

1. A copy of this letter ,
2. Your telephone number and
3. The best hours you can be reached in the spaces below.

You should keep a copy of this letter for your records.

Telephone Number _____ Hours _____

Sincerely Yours,
Ogden Entity Department

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
ANCIENT ARABIC ORDER OF THE NOBLES OF THE MYSTIC SHRINE OF NORTH AMERICA SHRINERS

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
800 WEST NINE MILE ROAD

Requester's name and address (optional)

6 City, state, and ZIP code
PENSACOLA, FL 32534

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
			–			–				

or

Employer identification number
5	9	–	1	1	7	4	2	3	7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person ▶** Ernest L. Mills **Date ▶** 1/23/18

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

THE IMPERIAL COUNCIL
OF THE
ANCIENT ARABIC ORDER
OF THE
NOBLES OF THE MYSTIC SHRINE
FOR NORTH AMERICA
GENERAL OFFICES - TAMPA

MATTHEW C. NOELL
DIRECTOR OF TEMPLE ACCOUNTING

P.O. BOX 31356
TAMPA, FLORIDA 33631-3356
Area Code (813) 281-0300
Fax (813) 281-8460
mnoell@shrinenet.org

September 24, 2010

Treasurer/Recorder – U.S. Temples

HADJI SHRINERS
800 W. Nine Mile Road
Pensacola, FL 32534
850-476-9384

Re: Name change to Shriners International

As all of you are aware the name of our fraternal organization was changed to Shriners International at the 2010 annual session in Toronto. Our General Counsel has asked my office to provide you with this information.

A number of temples have inquired as to the name they should use when they complete their tax year 2010 annual Form 990 (Return of Organization Exempt from Income Tax). Your external auditor may be furnished with a copy of this letter if he or she believes it will provide him or her with guidance.

The name of your temple has not changed nor has the Employer Identification Number of your temple changed. So you will continue to use your appropriate name (by way of example "Egypt Shriners") and the same Employer Identification Number that you used in previous years.

The following may provide further guidance.

XYZ Shriners. This temple is a nonprofit organization. It is a domestic fraternal society operating under the lodge (temple) system. Its net earnings are devoted exclusively to charitable, literary, educational and fraternal purposes. It does not provide for the payment of life, sick, accident or other benefits. It embodies the charitable and educational principles of Shriners International. It has its exempt status under §501(c)(10) of the Internal Revenue Code, as a subordinate organization of Shriners International.

Shriners International. Shriners International is recognized for exemption under §501(c)(10) of the Internal Revenue Code. It is a group ruling (exemption number 0229) which includes all of its U.S. temples (including this temple), their shrine clubs and temple units, associations of temples and annual Shriners International convention corporations, as subordinate organizations to the central organization. Its federal identification number is 36-2158164.

(a) Subordinate organization. As a result of the aforesaid group ruling, U.S. temples (including this temple), are not required to file a separate application for tax exempt status. This temple is, however, to submit its authorization to the Internal Revenue Service (if it has not already done so) and state that it desires to be considered as a subordinate organization to the central organization.

(b) Form 990 (Return of Organization Exempt from Income Tax). U.S. temples (including this temple), must file their own Form 990 if their gross receipts are in excess of $25,000 annually, or as may be amended from time to time, or, if less than such sum, a postcard return (Form 990N). A copy thereof is to be sent to the Executive Vice President of Shriners International.

(c) Form SS-4 (Application for Employer Identification Number). U.S. temples (including this temple), must file their own Form SS-4 (Application for Employer Identification Number) if they have not already done so. A copy thereof is to be sent to the Executive Vice President of Shriners International.

Fraternally yours,

Matthew C. Noell
Director of Temple Accounting

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630

LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

February 9, 2018

Commissioner Jeff Bergosh, District 1, Chairman
Escambia County Board of County Commissioners
221 Palafox Place
Pensacola, FL 32501

RE: Law Enforcement Trust Fund Requests

Dear Chairman Bergosh,

I have withheld acting on pending requests for Law Enforcement Trust Funds (LETF) proceeds based on the most recent discussions on this issue by the Board. To my knowledge, there has been no activity whatsoever to develop a new BOCC process for approval of these requests. Be advised that pursuant to Section 932.7055, Florida Statutes (2017), I must expend or donate no less than 25 percent of LETF proceeds for the support or operation of any drug treatment, drug abuse education, drug prevention, crime prevention, safe neighborhood, or school resource officer program or programs. The statute further provides that I have the discretion to determine which programs will receive the designated funds.

I am forwarding the attached LETF requests with my approval to EBOCC for action. EBOCC should take timely action on the attached requests.

Sincerely,

David Morgan, Sheriff

Copy to:
Jack Brown, County Administrator
Commissioner Doug Underhill, District 2
Commissioner Lumon May, District 3 (Vice Chairman)
Commissioner Grover Robinson, District 4
Commissioner Steven Barry, District 5

FLORIDA
ACCREDITED

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630

LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

February 12, 2018

Panhandle Charitable Open
Attn: John Peacock
200 S. Tarragona Street, Pensacola FL 32502

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated January 25, 2018.

Dear John Peacock,

We have received your request to provide your organization with funds from the Escambia Law Enforcement Trust (LET) fund. Your request for funding for Crime Prevention, Drug Prevention, Drug Education, Safe Neighborhood or other law enforcement purposes has been reviewed and approved by the Sheriff for the amount of $30,000. The Sheriff has submitted your request to the Escambia County Board of County Commissioner with his written certification that the funds will be used for a purpose authorized by law.

Your request for LET funding, as approved by the Sheriff, is now awaiting review by the Escambia County Board of County Commissioners. The funds cannot be provided to you until your request is approved by the Board. The Board has indicated that it may revise the procedure for approval of such requests, so we are unable to provide you with information on when you can expect the Board to act on your request.

Please contact the County Commissioner for your district for information on the status of your request.

Point of contact in this matter is Daniel Capozzolo, C.F.O. administrative assistant at 850-436-9949.

FLORIDA
ACCREDITED

ESCAMBIA COUNTY SHERIFF'S OFFICE
APPLICATION FOR
STATE LAW ENFORCEMENT TRUST FUND MONIES

ALL Requests MUST have a justification statement (Page 2) that encourages one of the following areas: (Check the appropriate box or boxes)

☑ CRIME PREVENTION ☑ DRUG PREVENTION ☑ DRUG EDUCATION ☑ SAFE NEIGHBORHOOD

Funds will be used for: (Check the appropriate box)

☐ PROMOTIONAL/ADVERTISING OR ☑ DIRECT SUPPORT

The Documents listed below MUST be attached to your request: (Check the appropriate boxes)

☑ 501c3 or c4 OR ☐ NOT-FOR-PROFIT AND ☑ W-9 AND ☑ CERTICATE OF EXEMPTION

To be considered the Application MUST be Completed, Signed and ALL Documentation Attached

ORGANIZATION/AGENCY NAME: Panhandle Charitable Open DATE 01/25/2018

POINT OF CONTACT John Peacock PH# (850) 712-7466

EMAIL ADDRESS: john.peacock62@icloud.com ☑ INITIAL REQUEST ☐ PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) 04/01/2018 AMOUNT REQUESTED: $ 30,000

CHECK PAYABLE TO: Panhandle Charitable Open, Inc.

COMPLETE MAILING ADDRESS: ☐ NEW ADDRESS

Street 200 S. Tarragona St City Pensacola State FL Zip Code 32502

CERTIFICATION STATEMENT

1. As required by Florida law, the requested funds will be used for the purpose specified above, and no other purpose.
2. My agency shall, as required by Florida law, maintain records of these funds and provide such reports as may be requested by the Sheriff.
3. I have the appropriate authority (Board Member) on behalf of the requesting agency.
   a. To submit this application and to ensure funds are used for the purposes specified herein.
   b. To cause the required accounting and reporting of these funds.

All representations in this application are true to the best of my knowledge and belief JLP (Initial)

NAME OF CERTIFYING OFFICIAL: John Peacock

TITLE OF CERTIFYING OFFICIAL: President PCO Board

SIGNATURE (Digital):

DATE: 01/22/2018

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
CFO		☑	☐	
LEGAL		☑	☐	
CHIEF		☑	☐	AMOUNT APPROVED $ 30K
SHERIFF		☑	☐	I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055
CFO ASSISTANT		Date processed 2/12/18		DAVID MORGAN, SHERIFF
				DATE 2/8/2018

ORGANIZATION/AGENCY NAME:

Panhandle Charitable Open

Per Florida State Statute Florida Statutes - Chapter 932.7055(5)(c) - Such funds may be used only for school resource officer, Crime Prevention, Drug Abuse Education, Drug Prevention Programs or Safe Neighborhood or such other law enforcement purposes as the board of county commissioners or governing body of the municipality deems appropriate.
PROVIDE A DESCRIPTION OF HOW YOUR AGENCY WILL BE USING THE FUNDING

JUSTIFICATION

REQUIRED INFORMATION

THIS APPLICATION CANNOT BE PROCESSED WITHOUT A JUSTIFICATION STATEMENT EXPLAINING YOUR PLANNED USE FOR FUNDING:

Be as specific as possible when describing how the monies will to be used in the effort to encourage Crime Prevention; Drug Education; Drug Prevention or Safe Neighborhoods.

YOU MAY PROVIDE ADDITIONAL PAGES WITH INFORMATION AS AN ATTACHMENT.

Begin Typing Here

The Panhandle Charitable Open has contributed approximately $1.2 million to local non profits since inception, including a record $280,000 in 2017 to 25 different charities. The charities supported by the PCO provide services that directly impact and effect Crime Prevention, Drug Education, Drug Prevention and Safe Neighborhoods.

Four of our main charities are Gulf Coast Kids House, Child Guardian, Inc., Children's Home Society of Pensacola, and Council on Aging of West FL. These organizations provide services directly in support of the LETF mission.

Additionally, funds are provided to organizations such as Favor House, Pace Center for Girls, Big Brothers Big Sisters, Mr. Robbins Neighborhood, First Tee Program, and the Manna Food Bank. All of these organizations also provide services that support the LETF mission.

This event brings together multiple non profits for the united purpose of raising funds and raising awareness. Their collaboration with the PCO and the generosity of this community has made this event a success. Non profits are the heart and soul of our community. Without their amazing work, the needs and problems of our citizens would fall to government to resolve. We recognize that the budgets of government are already stretched very thin.

The PCO is a 3-day event starting with the FORE! Charity Tee-Off Par-Tee on the Thursday evening followed by 2 days of golf.

It should be noted that 100% of the funds provided by the LETF or any other sponsor goes directly to non-profits! All costs for the event are more than covered by other activities such as the live and silent auction, raffle sales and donations!

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JUL 14 2006

PANHANDLE CHARITABLE OPEN INC
6847A N 9TH AVE 239
PENSACOLA, FL 32504

Employer Identification Number:
20-4681683
DLN:
17053172067026
Contact Person:
JOHN J KOESTER ID# 31364
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
April 27, 2006
Contribution Deductibility:
Yes
Advance Ruling Ending Date:
December 31, 2010

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. During your advance ruling period, you will be treated as a public charity. Your advance ruling period begins with the effective date of your exemption and ends with advance ruling ending date shown in the heading of the letter.

Shortly before the end of your advance ruling period, we will send you Form 8734, Support Schedule for Advance Ruling Period. You will have 90 days after the end of your advance ruling period to return the completed form. We will then notify you, in writing, about your public charity status.

Please see enclosed Information for Exempt Organizations Under Section 501(c)(3) for some helpful information about your responsibilities as an exempt organization.

If you distribute funds to other organizations, your records must show whether they are exempt under section 501(c)(3). In cases where the recipient organization is not exempt under section 501(c)(3), you must have evidence the funds will be used for section 501(c)(3) purposes.

PANHANDLE CHARITABLE OPEN INC

Sincerely,

Loid G. Lerner
Director, Exempt Organizations
Rulings and Agreements

Enclosures: Information for Organizations Exempt Under Section 501(c)(3)
Statute Extension

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Panhandle Charitable Open, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☑ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
200 S Tarragona St

Requester's name and address (optional)

6 City, state, and ZIP code
Pensacola, FL 32502

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
			-			-				

or

Employer identification number
2	0	-	4	6	8	1	6	8	3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ _____ Date ▶ 01/22/2018

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

00/10/16

FLORIDA

Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 10/15

Certificate Number	Effective Date	Expiration Date	Exemption Category
85-8013646649C-8	07/31/2016	07/31/2021	501(C)(3) ORGANIZATION

This certifies that

PANHANDLE CHARITABLE OPEN INC
200 S TARRAGONA ST
PENSACOLA FL 32502-6033

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

FLORIDA

Important Information for Exempt Organizations

DR-14
R. 10/15

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630

LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

February 9, 2018

Commissioner Jeff Bergosh, District 1, Chairman
Escambia County Board of County Commissioners
221 Palafox Place
Pensacola, FL 32501

RE: Law Enforcement Trust Fund Requests

Dear Chairman Bergosh,

I have withheld acting on pending requests for Law Enforcement Trust Funds (LETF) proceeds based on the most recent discussions on this issue by the Board. To my knowledge, there has been no activity whatsoever to develop a new BOCC process for approval of these requests. Be advised that pursuant to Section 932.7055, Florida Statutes (2017), I must expend or donate no less than 25 percent of LETF proceeds for the support or operation of any drug treatment, drug abuse education, drug prevention, crime prevention, safe neighborhood, or school resource officer program or programs. The statute further provides that I have the discretion to determine which programs will receive the designated funds.

I am forwarding the attached LETF requests with my approval to EBOCC for action. EBOCC should take timely action on the attached requests.

Sincerely,

David Morgan, Sheriff

Copy to:
Jack Brown, County Administrator
Commissioner Doug Underhill, District 2
Commissioner Lumon May, District 3 (Vice Chairman)
Commissioner Grover Robinson, District 4
Commissioner Steven Barry, District 5

FLORIDA
ACCREDITED

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630

LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

February 12, 2018

Pensacola Mess Hall
Attn: Megan Pratt
116 N. Tarragona Street, Pensacola FL 32502

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated January 30, 2018.

Dear Megan Pratt,

We have received your request to provide your organization with funds from the Escambia Law Enforcement Trust (LET) fund. Your request for funding for Crime Prevention, Drug Prevention, Safe Neighborhood or other law enforcement purposes has been reviewed and approved by the Sheriff for the amount of $5,000. The Sheriff has submitted your request to the Escambia County Board of County Commissioner with his written certification that the funds will be used for a purpose authorized by law.

Your request for LET funding, as approved by the Sheriff, is now awaiting review by the Escambia County Board of County Commissioners. The funds cannot be provided to you until your request is approved by the Board. The Board has indicated that it may revise the procedure for approval of such requests, so we are unable to provide you with information on when you can expect the Board to act on your request.

Please contact the County Commissioner for your district for information on the status of your request.

Point of contact in this matter is Daniel Capozzolo, C.F.O. administrative assistant at 850-436-9949.

ESCAMBIA COUNTY SHERIFF'S OFFICE
APPLICATION FOR
STATE LAW ENFORCEMENT TRUST FUND MONIES

ALL Requests MUST have a justification statement (Page 2) that encourages one of the following areas: (Check the appropriate box or boxes)

☑ CRIME PREVENTION ☑ DRUG PREVENTION ☐ DRUG EDUCATION ☑ SAFE NEIGHBORHOOD

Funds will be used for: (Check the appropriate box)

☑ PROMOTIONAL/ADVERTISING OR ☐ DIRECT SUPPORT

The Documents listed below MUST be attached to your request: (Check the appropriate boxes)

☑ 501c3 or c4 OR ☐ NOT-FOR-PROFIT AND ☑ W-9 AND ☑ CERTICATE OF EXEMPTION

To be considered the Application MUST be Completed, Signed and ALL Documentation Attached

ORGANIZATION/AGENCY NAME: Pensacola MESS Hall DATE 01/30/2018

POINT OF CONTACT Megan Pratt PH# (877) 937-6377

EMAIL ADDRESS: megan.pratt@pensacolamesshall ☑ INITIAL REQUEST ☐ PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) 03/01/2018 AMOUNT REQUESTED: ~~$ 2,500~~ #5K

CHECK PAYABLE TO: Pensacola MESS Hall

COMPLETE MAILING ADDRESS: ☐ NEW ADDRESS

Street 116 N. Tarragona St City Pensacola State FL Zip Code 32502

CERTIFICATION STATEMENT

1. As required by Florida law, the requested funds will be used for the purpose specified above, and no other purpose.
2. My agency shall, as required by Florida law, maintain records of these funds and provide such reports as may be requested by the Sheriff.
3. I have the appropriate authority (Board Member) on behalf of the requesting agency.
   a. To submit this application and to ensure funds are used for the purposes specified herein.
   b. To cause the required accounting and reporting of these funds.

All representations in this application are true to the best of my knowledge and belief MBP (Initial)

NAME OF CERTIFYING OFFICIAL
Megan Pratt

TITLE OF CERTIFYING OFFICIAL
Executive Director

SIGNATURE (Digital)
Megan Pratt
Digitally signed by Megan Pratt
Date: 2018.01.30 09:44:40 -06'00'

DATE
01/30/2018

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
CFO	Amy Carter for HB	☑	☐	
LEGAL		☑	☐	
CHIEF		☑	☐	
SHERIFF		☑	☐	

AMOUNT APPROVED #5K

CFO ASSISTANT Debra Gilbert Date processed 2/12/18

I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055(5)

DAVID MORGAN, SHERIFF

DATE 2/8/18

1/2018

ORGANIZATION/AGENCY NAME:

Pensacola MESS Hall

Per Florida State Statute Florida Statutes - Chapter 932.7055(5) - Such funds may be used only for school resource officer, Crime Prevention, Drug Abuse Education, Drug Prevention Programs or Safe Neighborhood or such other law enforcement purposes as the board of county commissioners or governing body of the municipality deems appropriate. PROVIDE A DESCRIPTION OF HOW YOUR AGENCY WILL BE USING THE FUNDING

JUSTIFICATION

REQUIRED INFORMATION

THIS APPLICATION CANNOT BE PROCESSED WITHOUT A JUSTIFICATION STATEMENT EXPLAINING YOUR PLANNED USE FOR FUNDING:

Be as specific as possible when describing how the monies will to be used in the effort to encourage Crime Prevention; Drug Education; Drug Prevention or Safe Neighborhoods.

YOU MAY PROVIDE ADDITIONAL PAGES WITH INFORMATION AS AN ATTACHMENT.

Begin Typing Here

The Pensacola MESS Hall is coordinating the inaugural Gulf Coast Science Festival from March 8-17. The event is a community wide celebration of science with several events. The key public events include the Festival of Flight, the Field Trip Day, and the Expo Day. Festival of Flight will be at the Escambia 4H Center on March 10 and will feature all things flying, from drones to birds. The Field Trip Day will welcome over 500 Escambia County students in grades 5-8 to engage in hands on science exploration on March 16 at Seville Square. March 17 welcomes the public to the Expo Day which, like the Field Trip Day, will have booths provided by many community organizations that will engage visitors in hands on science discovery. Several other events during the duration of the festival will engage adults in learning current issues in science

Sponsor funds will cover the costs of the events. These include requirements for the festival days, such as port-a-potties, and marketing materials. Marketing materials include 50 posters for area businesses, bookmarks distributed to students on field trips and at partner organizations, brochures for the events, signage at the events, a banner at Palafox and Garden St, t-shirts for volunteers, a festival website, and social media, including boosted posts. The MESS Hall received a matching grant for this inaugural festival to help offset the costs of producing the events.

A sponsorship of $2500 will receive recognition on the festival website, logo recognition on all festival e-newsletters, logo on festival t-shirt, logo placement on festival banner at events, logo recognition on event brochure, a premium exhibit space, and a name listing in press releases.

The Pensacola MESS Hall is the lead organization for the Festival. In addition, a variety of community partners have worked to create the programming. These include UWF, IHMC, Escambia Extension Service, FPAN, National Museum of Naval Aviation, and the West Florida Public Library. All organizations will also promote the event through their channels and provide sponsor recognition.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JAN 16 2013

THE PENSACOLA MESS HALL INC
11 GATHERING GREEN E
PENSACOLA, FL 32502-7104

Employer Identification Number:
45-5211853
DLN:
17053305301002
Contact Person:
DALE T SCHABER ID# 31175
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
509(a)(2)
Form 990 Required:
Yes
Effective Date of Exemption:
April 18, 2012
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

THE PENSACOLA MESS HALL INC

Sincerely,

Holly O. Paz

Holly O. Paz
Director, Exempt Organizations
Rulings and Agreements

Enclosure: Publication 4221-PC

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Pensacola MESS Hall

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☑ Other (see instructions) ▶ non-profit, tax exempt 501(c)3 corporation

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
P.O. Box 847

Requester's name and address (optional)

6 City, state, and ZIP code
Pensacola, FL 32502

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
[ ][ ][ ] – [ ][ ] – [ ][ ][ ][ ]

or

Employer identification number
4 5 – 5 2 1 1 8 5 3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person ▶** Megan Pratt | **Date ▶** January 30, 2018

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

0000070 03/29/13

FLORIDA DEPARTMENT OF REVENUE

Consumer's Certificate of Exemption

DR-14
R. 04/11

Issued Pursuant to Chapter 212, Florida Statutes

Certificate Number	Effective Date	Expiration Date	Exemption Category
85-8016090670C-8	02/04/2013	02/28/2018	501(C)(3) ORGANIZATION

This certifies that

THE PENSACOLA MESS HALL INC
11 GATHERINGGREEN E
PENSACOLA FL 32502-7104

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

FLORIDA DEPARTMENT OF REVENUE

Important Information for Exempt Organizations

DR-14
R. 04/11

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630

LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

February 9, 2018

Commissioner Jeff Bergosh, District 1, Chairman
Escambia County Board of County Commissioners
221 Palafox Place
Pensacola, FL 32501

RE: Law Enforcement Trust Fund Requests

Dear Chairman Bergosh,

I have withheld acting on pending requests for Law Enforcement Trust Funds (LETF) proceeds based on the most recent discussions on this issue by the Board. To my knowledge, there has been no activity whatsoever to develop a new BOCC process for approval of these requests. Be advised that pursuant to Section 932.7055, Florida Statutes (2017), I must expend or donate no less than 25 percent of LETF proceeds for the support or operation of any drug treatment, drug abuse education, drug prevention, crime prevention, safe neighborhood, or school resource officer program or programs. The statute further provides that I have the discretion to determine which programs will receive the designated funds.

I am forwarding the attached LETF requests with my approval to EBOCC for action. EBOCC should take timely action on the attached requests.

Sincerely,

David Morgan, Sheriff

Copy to:
Jack Brown, County Administrator
Commissioner Doug Underhill, District 2
Commissioner Lumon May, District 3 (Vice Chairman)
Commissioner Grover Robinson, District 4
Commissioner Steven Barry, District 5

FLORIDA
ACCREDITED

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630

LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

February 12, 2018

FavorHouse of Northwest Florida Inc
Attn: Sue Hand
2001 W. Blount Street, Pensacola FL 32501

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated January 24, 2018.

Dear Sue Hand,

We have received your request to provide your organization with funds from the Escambia Law Enforcement Trust (LET) fund. Your request for funding for Crime Prevention or other law enforcement purposes has been reviewed and approved by the Sheriff for the amount of $12,000. The Sheriff has submitted your request to the Escambia County Board of County Commissioner with his written certification that the funds will be used for a purpose authorized by law.

Your request for LET funding, as approved by the Sheriff, is now awaiting review by the Escambia County Board of County Commissioners. The funds cannot be provided to you until your request is approved by the Board. The Board has indicated that it may revise the procedure for approval of such requests, so we are unable to provide you with information on when you can expect the Board to act on your request.

Please contact the County Commissioner for your district for information on the status of your request.

Point of contact in this matter is Daniel Capozzolo, C.F.O. administrative assistant at 850-436-9949.

ESCAMBIA COUNTY SHERIFF'S OFFICE
APPLICATION FOR
STATE LAW ENFORCEMENT TRUST FUND MONIES

ALL Requests MUST have a justification statement (Page 2) that encourages one of the following areas: (Check the appropriate box or boxes)

☑ CRIME PREVENTION ☐ DRUG PREVENTION ☐ DRUG EDUCATION ☐ SAFE NEIGHBORHOOD

Funds will be used for: (Check the appropriate box)

☐ PROMOTIONAL/ADVERTISING OR ☑ DIRECT SUPPORT

The Documents listed below MUST be attached to your request: (Check the appropriate boxes)

☑ 501c3 or c4 OR ☐ NOT-FOR-PROFIT AND ☑ W-9 AND ☑ CERTICATE OF EXEMPTION

To be considered the Application MUST be Completed, Signed and ALL Documentation Attached

ORGANIZATION/AGENCY NAME: FavorHouse of Northwest Florida, Inc. DATE 01/24/2018

POINT OF CONTACT Sue Hand PH# (850) 434-1177

EMAIL ADDRESS: sue@favorhouse.org ☑ INITIAL REQUEST ☐ PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) 04/09/2018 AMOUNT REQUESTED: $ 12,000

CHECK PAYABLE TO: FavorHouse of Northwest Florida, Inc.

COMPLETE MAILING ADDRESS: ☐ NEW ADDRESS

Street 2001 W. Blount St. City Pensacola State FL Zip Code 32501

CERTIFICATION STATEMENT

1. As required by Florida law, the requested funds will be used for the purpose specified above, and no other purpose.
2. My agency shall, as required by Florida law, maintain records of these funds and provide such reports as may be requested by the Sheriff.
3. I have the appropriate authority (Board Member) on behalf of the requesting agency.
   a. To submit this application and to ensure funds are used for the purposes specified herein.
   b. To cause the required accounting and reporting of these funds.

All representations in this application are true to the best of my knowledge and belief SH (initial)

NAME OF CERTIFYING OFFICIAL
Sue Hand

TITLE OF CERTIFYING OFFICIAL
Executive Director

SIGNATURE (Digital)
Sue Hand
Digitally signed by Sue Hand
DN: cn=Sue Hand, o=FavorHouse, ou=FavorHouse, email=sue@favorhouse.org, c=US
Date: 2018.01.24 16:29:09 -06'00'

DATE
01/24/2018

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
CFO	Holly Casaet for HD	☑	☐	
LEGAL		☑	☐	
CHIEF		☑	☐	AMOUNT APPROVED $12K
SHERIFF		☑	☐	I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055

CFO ASSISTANT [signature] Date processed 2/12/18

DAVID MORGAN, SHERIFF

DATE 2/8/2018

1/2018

ORGANIZATION/AGENCY NAME:

FavorHouse of Northwest Florida, Inc.

Per Florida State Statute Florida Statutes - Chapter 932.7055(5)(c) - Such funds may be used only for school resource officer, Crime Prevention, Drug Abuse Education, Drug Prevention Programs or Safe Neighborhood or such other law enforcement purposes as the board of county commissioners or governing body of the municipality deems appropriate.
PROVIDE A DESCRIPTION OF HOW YOUR AGENCY WILL BE USING THE FUNDING

REQUIRED INFORMATION

THIS APPLICATION CANNOT BE PROCESSED WITHOUT A JUSTIFICATION STATEMENT EXPLAINING YOUR PLANNED USE FOR FUNDING:

Be as specific as possible when describing how the monies will to be used in the effort to encourage Crime Prevention; Drug Education; Drug Prevention or Safe Neighborhoods.

YOU MAY PROVIDE ADDITIONAL PAGES WITH INFORMATION AS AN ATTACHMENT.

Begin Typing Here

Escambia and Santa Rosa Counties Domestic Violence Coalitions Annual Conference: ($2,000.00) Domestic violence in Escambia and Santa Rosa Counties continues to be a large percentage of reported crime. This conference is provided annually for law enforcement, prosecutors, victim advocates, probation officers, social workers and others who work with domestic violence crime and crime victims. The conference provides recognized experts to train those in attendance in domestic violence response/investigation . The 2018 Conference," Law Enforcement Training: Response to and Investigation of Domestic Violence, Dating Violence and Stalking" is presented by the National Sheriffs' Association in collaboration with the Office of Violence Against Women. The conference will effectively provide strategies to help the community in a coordinated approach to decrease domestic violence crime in our two counties. The 12-hour training will focus on the unique needs of front-line officers, investigators, and street supervisors. An expert law enforcement officer, prosecutor, and domestic violence advocate will team-teach law enforcement to appropriately respond to and investigate domestic violence, dating violence and stalking cases. In order to reach a broad base of participants and provide access to expert training in the dynamics of domestic violence the conference is offered free of charge as a service to the community in a coordinated approach to reduce domestic violence crime and increase prosecution.

FavorHouse White Rose Luncheon:($10,000.00) FavorHouse is the only certified domestic violence center for Escambia and Santa Rosa Counties. Each year law enforcement officers and deputies respond to thousands of domestic violence crime victims who need emergency shelter and direct services. Without a safe place, domestic violence crime victims become homeless on our streets or return to the abusive partner and require another response from law enforcement. FavorHouse provides the non-abusive parent and the children safe, emergency shelter 24-hours a day, which provides a consistent referral for law enforcement. The White Rose Event increases public awareness regarding the prevalence of domestic violence crime in Escambia County and highlights the need for community support for domestic violence crime prevention and community support and cooperation for law enforcement intervention.

Internal Revenue Service
District Director

Department of the Treasury

Date: APR 20 1983

Our Letter Dated:
May 22, 1981
Person to Contact:
J. Butcher/ch
Contact Telephone Number:
404-221-4516

File Folder Number: 580012551

Employer Identification Number:
59-2075120

FavorHouse of Northwest Florida, Inc.
2001 W. Blount St.
Pensacola, FL 32501

This modifies our letter of the above date in which we stated that you would be treated as an organization which is not a private foundation until the expiration of your advance ruling period.

Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Internal Revenue Code, because you are an organization of the type described in section _____*_____. Your exempt status under section 501(c)(3) of the code is still in effect.

Grantors and contributors may rely on this determination until the Internal Revenue Service publishes notice to the contrary. However, a grantor or a contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act that resulted in your loss of section _____*_____ status, or acquired knowledge that the Internal Revenue Service had given notice that you would be removed from classification as a section _____*_____ organization.

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,

District Director

* 509(a)(1) & 170(b)(1)(A)(vi)

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
FavorHouse of Northwest Florida, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
2001 W. Blount St.

6 City, state, and ZIP code
Pensacola, FL 32501

Requester's name and address (optional)
Escambia County Sheriff's Office
1700 W. Leonard St.
Pensacola, FL 32501

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
5 9 - 2 0 7 5 1 2 0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Lee Hunt Date ▶ 1-24-18

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

0000021 01/23/14

FEB 0 1 2014

DR-14
R. 04/11

FLORIDA DEPARTMENT OF REVENUE

Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

Certificate Number	Effective Date	Expiration Date	Exemption Category
85-8012614476C-0	02/28/2014	02/28/2019	501(C)(3) ORGANIZATION

This certifies that

FAVORHOUSE OF NORTHWEST FLORIDA INC
2001 W BLOUNT ST
PENSACOLA FL 32501-2270

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

FLORIDA DEPARTMENT OF REVENUE

Important Information for Exempt Organizations

DR-14
R. 04/11

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630

LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

February 9, 2018

Commissioner Jeff Bergosh, District 1, Chairman
Escambia County Board of County Commissioners
221 Palafox Place
Pensacola, FL 32501

RE: Law Enforcement Trust Fund Requests

Dear Chairman Bergosh,

I have withheld acting on pending requests for Law Enforcement Trust Funds (LETF) proceeds based on the most recent discussions on this issue by the Board. To my knowledge, there has been no activity whatsoever to develop a new BOCC process for approval of these requests. Be advised that pursuant to Section 932.7055, Florida Statutes (2017), I must expend or donate no less than 25 percent of LETF proceeds for the support or operation of any drug treatment, drug abuse education, drug prevention, crime prevention, safe neighborhood, or school resource officer program or programs. The statute further provides that I have the discretion to determine which programs will receive the designated funds.

I am forwarding the attached LETF requests with my approval to EBOCC for action. EBOCC should take timely action on the attached requests.

Sincerely,

David Morgan, Sheriff

Copy to:
Jack Brown, County Administrator
Commissioner Doug Underhill, District 2
Commissioner Lumon May, District 3 (Vice Chairman)
Commissioner Grover Robinson, District 4
Commissioner Steven Barry, District 5

FLORIDA
ACCREDITED

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630

LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

February 12, 2018

Pensacola Little Theatre Inc.
Attn: Sid Williams
400 South Jefferson Street, Pensacola FL 32502

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated January 31, 2018.

Dear Sid Williams,

We have received your request to provide your organization with funds from the Escambia Law Enforcement Trust (LET) fund. Your request for funding for Safe Neighborhood or other law enforcement purposes has been reviewed and approved by the Sheriff for the amount of $6,000. The Sheriff has submitted your request to the Escambia County Board of County Commissioner with his written certification that the funds will be used for a purpose authorized by law.

Your request for LET funding, as approved by the Sheriff, is now awaiting review by the Escambia County Board of County Commissioners. The funds cannot be provided to you until your request is approved by the Board. The Board has indicated that it may revise the procedure for approval of such requests, so we are unable to provide you with information on when you can expect the Board to act on your request.

Please contact the County Commissioner for your district for information on the status of your request.

Point of contact in this matter is Daniel Capozzolo, C.F.O. administrative assistant at 850-436-9949.

FLORIDA

ACCREDITED

ESCAMBIA COUNTY SHERIFF'S OFFICE
APPLICATION FOR
STATE LAW ENFORCEMENT TRUST FUND MONIES

ALL Requests MUST have a justification statement (Page 2) that encourages one of the following areas: (Check the appropriate box or boxes)

☐ CRIME PREVENTION ☐ DRUG PREVENTION ☐ DRUG EDUCATION ☑ SAFE NEIGHBORHOOD

Funds will be used for: (Check the appropriate box)

☐ PROMOTIONAL/ADVERTISING OR ☑ DIRECT SUPPORT

The Documents listed below MUST be attached to your request: (Check the appropriate boxes)

☑ 501c3 or c4 OR ☐ NOT-FOR-PROFIT AND ☑ W-9 AND ☑ CERTICATE OF EXEMPTION

To be considered the Application MUST be Completed, Signed and ALL Documentation Attached

ORGANIZATION/AGENCY NAME: Pensacola Little Theatre, Inc. DATE 01/31/2018

POINT OF CONTACT Sid Williams, Executive Director PH# (850) 432-2042

EMAIL ADDRESS: executive@pensacolalittletheatre.com ☑ INITIAL REQUEST ☐ PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) 01/31/2018 AMOUNT REQUESTED: $ 6,000

CHECK PAYABLE TO: Pensacola Little Theatre, Inc.

COMPLETE MAILING ADDRESS: ☐ NEW ADDRESS

Street 400 South Jefferson Street City Pensacola State FL Zip Code 32502

CERTIFICATION STATEMENT

1. As required by Florida law, the requested funds will be used for the purpose specified above, and no other purpose.
2. My agency shall, as required by Florida law, maintain records of these funds and provide such reports as may be requested by the Sheriff.
3. I have the appropriate authority (Board Member) on behalf of the requesting agency.
   a. To submit this application and to ensure funds are used for the purposes specified herein.
   b. To cause the required accounting and reporting of these funds.

All representations in this application are true to the best of my knowledge and belief JTB (Initial)

NAME OF CERTIFYING OFFICIAL
J. Terryl Bechtol

TITLE OF CERTIFYING OFFICIAL
President, Board of Trustees

SIGNATURE (Digital)
J Terryl Bechtol

DATE
01/31/2018

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
CFO	Holly N. Casarta	☑	☐	
LEGAL		☑	☐	
CHIEF		☑	☐	AMOUNT APPROVED $6,000
SHERIFF		☑	☐	I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055

CFO ASSISTANT

Date processed 2/12/18

DAVID MORGAN, SHERIFF

DATE 2/8/2018

1/2018

ORGANIZATION/AGENCY NAME:

Pensacola Little Theatre, Inc.

Per Florida State Statute Florida Statutes - Chapter 932.7055(5)(c) - Such funds may be used only for school resource officer, Crime Prevention, Drug Abuse Education, Drug Prevention Programs or Safe Neighborhood or such other law enforcement purposes as the board of county commissioners or governing body of the municipality deems appropriate.
PROVIDE A DESCRIPTION OF HOW YOUR AGENCY WILL BE USING THE FUNDING

JUSTIFICATION

REQUIRED INFORMATION

THIS APPLICATION CANNOT BE PROCESSED WITHOUT A JUSTIFICATION STATEMENT EXPLAINING YOUR PLANNED USE FOR FUNDING:

Be as specific as possible when describing how the monies will to be used in the effort to encourage Crime Prevention; Drug Education; Drug Prevention or Safe Neighborhoods.

YOU MAY PROVIDE ADDITIONAL PAGES WITH INFORMATION AS AN ATTACHMENT.

Begin Typing Here

Pensacola Little Theatre (PLT), owner of the Pensacola Cultural Center (PCC), is a safe home away from home for over 1,000 volunteer children and teens each year. Throughout the year, these volunteers will spend more than 85,000 hours at the PCC in a safe and educational environment. PLT prides itself on enriching the lives of these youth and Northwest Florida through diverse theatrical and educational opportunities, all while instilling a sense of community, diversity, and safe practices inside our theatre walls.

Through our performances and education classes, volunteers and students spend roughly 4 hours each day, Monday-Saturday, throughout the week inside of the PCC, as opposed to spending this time with their peers being subject to drug and alcohol abuse, peer pressure, domestic violence, and unsafe crime/neighborhood exposure. Acting as the second-home parents of these volunteers, we strive to display what a safe, drug-free and crime-free community of leaders and fellowship can be like.

Over the summer, PLT continues to offer these opportunities for involvement and education while schools are out, decreasing the chance of these demographics being involved in crime or dangerous activity. Over the summer, PLT will instruct and rehearse specific summer-long performances to keep these volunteers safe and culturally growing. This year, PLT will perform The Snow White Variety Show from July 13-22. The performance will be open to the public, which will further increase the exposure of the talents and safe practices of these volunteers to the community.

Between the rights, royalties, scripts, costumes, sets, lighting, marketing, and additional technical assistance required, the show is budgeted to cost PLT right over $6,000.00. In order to keep availability and affordability within reason for these audiences, PLT will come out of pocket to pay for this specific show.

It is our hope and request that you will support local, community theatre in continuing to create a safe environment for these 1,000+ volunteers each year and will specifically sponsor our performances of The Snow White Variety Show, which will include your logo on all printed materials in order to create community awareness of your efforts and belief in what we do at PLT.

We thank you for continuing your mission to improve the quality of life and protect the property of all individuals in Escambia County. Working together, PLT can continue to offer another safe haven for Escambia County - adults and youth alike - to improve their quality of life and enrich their mindsets and cultural diversity.

Department of The Treasury

Internal Revenue Service
EO Group 7404
Suite 1109, Stop 520-D
401 West Peachtree St.
Atlanta, GA 30365

Date: APR 11 1994

PENSACOLA LITTLE THEATRE
PO BOX 415
PENSACOLA, FL 32592

Employer Identification Number:
59-0906711
Person To Contact: Ms Lee Nees
Telephone Number: 404-331-300

Dear Sir or Madam:

We have received and reviewed the amended organizing documents that you sub
mitted on behalf of your organization. This information has been made a part o
your file.

Your organization shall continue to be recognized as exempt under Sectio
501(C)(3) of the Internal Revenue Code, effective as of DECEMBER 1952. Yo
may continue to rely on this exemption until it is modified, terminated o
revoked by the Internal Revenue Service.

**Please continue to let us know of any changes in the purpose, character, metho
of operation, name or address of your organization. This is a requirement fo
retaining your exempt status.**

A copy of this letter should remain in your permanent records, as it may hel
resolve any question about your exempt status.

Thank you for your cooperation.

Sincerely,

Lee Nees

Exempt Organizations Coordinato

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Pensacola Little Theatre, INC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
400 South Jefferson Street

Requester's name and address (optional)

6 City, state, and ZIP code
Pensacola, FL 32502

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
5 9 - 0 9 0 6 7 1 1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person ▶** S. L. Weller **Date ▶** 7/17/17

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

0000025 12/04/15

FLORIDA

Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 10/15

Certificate Number	Effective Date	Expiration Date	Exemption Category
85-8012673609C-1	03/31/2016	03/31/2021	501(C)(3) ORGANIZATION

This certifies that

PENSACOLA LITTLE THEATRE INC
400 S JEFFERSON ST
PENSACOLA FL 32502-5902

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

FLORIDA

Important Information for Exempt Organizations

DR-14
R. 10/15

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.



Pensacola Little Theatre
2018-2019 Sponsorship Opportunities
www.pensacolalittletheatre.com • 850.432.2042

400 South Jefferson Street, Pensacola, FL 32502 • PensacolaLittleTheatre.com • 850.432.2042

OFFICERS
J. Terryl Bechtol
President

Stephen Pitre
Vice President

Dave Clark
Secretary

Beth Skarda
Treasurer

Jim Reeves
Finance Chair

Danny Zimmern
Immediate Past President

TRUSTEES
Susan Clark Waters
Mei Ling Davis
Hal George
Kristina Gormley
Bill Harrell
Thad Kopac
Mike McCombs
Virginia Page
Robert "Bobby" Potomski
Debby Prather
Sue Sue Sherrill
JJ Zielinski
Robin Zimmern
Jessica Wade
Samantha Ward
Holiday Whisenant

TRUSTEE ADVISORS
Amelia Asmar
Melissa Hackel
Valerie Russenberger
Kerry Anne Schultz-Battle
Carolyn Ward

Pensacola Little Theatre Sponsorship Opportunities

For more than 80 years, Pensacola Little Theatre (PLT) has thrived as a staple of the arts community by entertaining, educating, and enriching Northwest Florida through volunteer-driven live entertainment. Across PLT's three series – Mainstage, Treehouse, and Studio 400 – we pride ourselves on having something to offer every audience. Both the quantity and the quality of our work are driven by a dedicated corps of volunteers. Through their generous support, alongside our staff, PLT continues to allow these fine actors and artists to share their talents in our historic setting – the Pensacola Cultural Center.

But around here, we are not all theatre. As the Pensacola Cultural Center, we are the community. Whether supporting local visual artists, showcasing diverse dance groups, hosting corporate seminars and festivals, shaping the minds of young talent through our education department, partnering with other local non-profits, or providing an opportunity to gather for worship – we're here to give back the same support that you give us.

As a 501(c)3 non-profit organization, PLT is indebted to you and your support. Because of you – our sponsors, donors, program advertisers, and loyal patrons – our existence is possible. While a corporate sponsorship is a fantastic opportunity to increase visibility in the community and to support the thriving arts in our growing town, we believe sponsorships are the greatest way to get a taste of everything we do here at PLT.

That's why this year, we're mixing things up with how we thank you – our sponsors. We want you to enjoy each and every opportunity PLT has to offer: our shows, our fundraisers, and our parties.

By extending your support, indulge in complimentary access for you and yours to our annual Cabaret fundraiser – an ever-changing, vibrant spring event showcasing local talent, decadent sips and snacks, and one of Pensacola's biggest themed annual parties. Enjoy trying your luck at our annual fall Raffle Party – a chance to win an exciting trip to somewhere around the world (or to walk away with $4,000 cash). Take comfort in customizing your diverse season of shows and hearing your sponsor name at each production.

It takes a village to keep the curtain rising, the classes engaging, and the culture thriving. With your support, we can continue to offer the same great experiences we've been offering since 1936.

On behalf of our Trustees, volunteers, and staff, I thank you for supporting community theatre!



Sid

Sid Williams, Executive Director

For more information on Pensacola Little Theatre sponsorships, please contact Sid Williams, Executive Director at 850.432.2042 ext. 108
or via email at executive@pensacolalittletheatre.com

400 South Jefferson Street, Pensacola, FL 32502 • PensacolaLittleTheatre.com • 850.432.2042

Sponsorship Level	Bronze $500	Silver $1,000	Gold $2,500	Platinum $5,000	Treehouse $7,500	Mainstage $10,000	Presenting $15,000
Star on the PLT Walk of Stars							✓
Company Introduction					All PLT Treehouse Productions	All PLT Mainstage Productions	All PLT Productions and Events
Highlight in Monthly Newsletter to over 10,000 Patrons					✓	✓	✓
Full Color Playbill Ad			Quarter Page Ad	Half Page Ad	Full Page Ad	Full Page Ad	Full Page Ad
Logo Placement	Logo Placement on Fundraiser Banners	Logo Placement on Fundraiser Banners	Logo Placement on Fundraiser Banners	Logo Placement on Fundraiser Banners	Presenting Sponsor on All Treehouse Promotional Materials	Presenting Sponsor on All Mainstage Promotional Materials	Top Tier Logo Placement on All Production, Promotional, and Event Materials
Tickets to PLT's Annual Cabaret Fundraiser	1 Ticket	2 Tickets	2 Tickets	4 Tickets	6 Tickets	8 Tickets	10 Tickets
Tickets to PLT's Annual Raffle Party	1 Ticket	2 Tickets	2 Tickets	4 Tickets	6 Tickets	8 Tickets	10 Tickets
Tickets to PLT Performances	1 Gold Flex Pass Subscription 6 Tickets	2 Gold Flex Pass Subscriptions 12 Tickets	2 Gold Flex Pass Subscriptions 12 Tickets	4 Gold Flex Pass Subscriptions 24 Tickets	10 Treehouse Season Tickets (Row A-E)	10 Mainstage Season Tickets (Row A-E)	5 Platinum Flex Pass Subscriptions 50 Tickets



400 South Jefferson Street, Pensacola, FL 32502 • PensacolaLittleTheatre.com • 850.432.2042

Pensacola Little Theatre Sponsorship Agreement

I agree to a Season Sponsorship of Pensacola Little Theatre

____ $15,000 Presenting
____ $10,000 Mainstage
____ $7,500 Treehouse
____ $5,000 Platinum
____ $2,500 Gold
____ $1,000 Silver
____ $500 Bronze

OR I agree to a 2018-2019 Full Color Playbill Ad (Mainstage + Treehouse)

____ $1,250 Full Page Ad
____ $1,000 Half Page Ad
____ $750 Quarter Page Ad

I agree to donate an item of value for PLT silent auctions and giveaways

Description of item: _____

Item Value: $_____

Item Expiration Date (if any): ____/____/____

If actual item cannot be delivered and displayed, the Donor will provide

____Picture ____Brochure ____Letter ____Certificate ____Display

____Other (please describe): _____

Date for: ____Delivery ____/____/____ or ____Pick-up ____/____/____

Please Make Checks Payable To:
Pensacola Little Theatre
400 South Jefferson Street
Pensacola, FL 32502

Commit by May 1st, 2018

Corporate Sponsor:

Company Name: _____

Contact Person: _____

Telephone: _____

Email: _____

Signature: _____

Date: ____/____/____

For more information on Pensacola Little Theatre sponsorships, please contact
Sid Williams, Executive Director, at 850.432.2042 ext. 108
or via email executive@pensacolalittletheatre.com

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630

LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

February 9, 2018

Commissioner Jeff Bergosh, District 1, Chairman
Escambia County Board of County Commissioners
221 Palafox Place
Pensacola, FL 32501

RE: Law Enforcement Trust Fund Requests

Dear Chairman Bergosh,

I have withheld acting on pending requests for Law Enforcement Trust Funds (LETF) proceeds based on the most recent discussions on this issue by the Board. To my knowledge, there has been no activity whatsoever to develop a new BOCC process for approval of these requests. Be advised that pursuant to Section 932.7055, Florida Statutes (2017), I must expend or donate no less than 25 percent of LETF proceeds for the support or operation of any drug treatment, drug abuse education, drug prevention, crime prevention, safe neighborhood, or school resource officer program or programs. The statute further provides that I have the discretion to determine which programs will receive the designated funds.

I am forwarding the attached LETF requests with my approval to EBOCC for action. EBOCC should take timely action on the attached requests.

Sincerely,

David Morgan, Sheriff

Copy to:
Jack Brown, County Administrator
Commissioner Doug Underhill, District 2
Commissioner Lumon May, District 3 (Vice Chairman)
Commissioner Grover Robinson, District 4
Commissioner Steven Barry, District 5

FLORIDA
ACCREDITED

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630

LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

February 12, 2018

Christian Surfers
Attn: Ben Martin
200 Pensacola Beach Road E6, Gulf Breeze FL 32561

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated January 19, 2018.

Dear Ben Martin,

We have received your request to provide your organization with funds from the Escambia Law Enforcement Trust (LET) fund. Your request for funding for Crime Prevention, Drug Prevention, Drug Education, Safe Neighborhood or other law enforcement purposes has been reviewed and approved by the Sheriff for the amount of $5,000. The Sheriff has submitted your request to the Escambia County Board of County Commissioner with his written certification that the funds will be used for a purpose authorized by law.

Your request for LET funding, as approved by the Sheriff, is now awaiting review by the Escambia County Board of County Commissioners. The funds cannot be provided to you until your request is approved by the Board. The Board has indicated that it may revise the procedure for approval of such requests, so we are unable to provide you with information on when you can expect the Board to act on your request.

Please contact the County Commissioner for your district for information on the status of your request.

Point of contact in this matter is Daniel Capozzolo, C.F.O. administrative assistant at 850-436-9949.

ESCAMBIA COUNTY SHERIFF'S OFFICE
APPLICATION FOR
STATE LAW ENFORCEMENT TRUST FUND MONIES

Requests have a justification statement (Page 2) that encourages one of the following areas: (Check the appropriate box or boxes)

☒ CRIME PREVENTION ☒ DRUG PREVENTION ☒ DRUG EDUCATION ☒ SAFE NEIGHBORHOOD

Funds will be used for: (Check the appropriate box)

☐ PROMOTIONAL/ADVERTISING OR ☒ DIRECT SUPPORT

The Documents listed below be attached to your request: (Check the appropriate boxes)

☒ 501c3 or c4 OR ☐ NOT-FOR-PROFIT AND ☒ W-9 AND ☒ CERTICATE OF EXEMPTION

ORGANIZATION/AGENCY NAME: Christian Surfers DATE 1-19-18

POINT OF CONTACT Ben Martin PH#

EMAIL ADDRESS: Innerlightben@gmail.com ☒ INITIAL REQUEST ☐ PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) 3-16-18, no later than 4/1/18 AMOUNT REQUESTED: $10,000.00

CHECK PAYABLE TO: Christian Surfers

COMPLETE MAILING ADDRESS: ☐ NEW ADDRESS

Street 200 Pensacola Beach Rd. E6 City Gulf Breeze State FL Zip Code 32561

CERTIFICATION STATEMENT

1. As required by Florida law, the requested funds will be used for the purpose specified above, and no other purpose.
2. My agency shall, as required by Florida law, maintain records of these funds and provide such reports as may be requested by the Sheriff.
3. I have the appropriate authority (Board Member) on behalf of the requesting agency.
   a. To submit this application and to ensure funds are used for the purposes specified herein.
   b. To cause the required accounting and reporting of these funds.

All representations in this application are true to the best of my knowledge and belief (Initial)

NAME OF CERTIFYING OFFICIAL Benjamin S Martin

TITLE OF CERTIFYING OFFICIAL Director

SIGNATURE (Digital) Benjamin S Martin

DATE 1-19-18

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
CFO		☑	☐	
LEGAL		☑	☐	
CHIEF		☑	☐	AMOUNT APPROVED $5K
SHERIFF		☑	☐	

CFO ASSISTANT Date processed 2/12/18

I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055

DAVID MORGAN, SHERIFF

DATE 2/8/2018

1/2018

Addendum to Justification Statement

In our effort to assist our community with crime and drug prevention and help establish safe neighborhoods, Christian Surfers will be working with area churches, individuals, and faith-based programs at the Family Beach Fest. This is an alcohol-free and drug-free event.

Not only will the bands performing be speaking and singing a positive message, several speakers will be sharing their personal testimonies of how they were delivered from drug addiction, alcohol abuse, and crime - I will be one of those speakers. Local churches will have tents set up and will have information about programs and events they provide. We will also have representatives from Teen Challenge Pensacola. Teen Challenge is committed to mobilizing people and resources to put hope within the reach of every addict. They have a 70% success rate versus the 10% success rate of non-faith based programs nationwide.

We also plan to have Pensacola Dream Center representatives on site. They are a community of passionate and loving people, united in purpose to reach the needy, at-risk, and underserved in our community with the love of Christ by meeting physical and spiritual needs. They rescue people out of poverty, addictions, homelessness, and human trafficking by maximizing the combined efforts of diverse social services and community resources.

Christian Surfers, along with local surf shops, will provide free surf lessons. This will help to promote exercise and a positive influence through the sport of surfing. We will also have a strong military presence which will have a positive impact on youth as they are making decisions for their future.

Ben Martin
Christian Surfers Pensacola Director

CHRISTIAN SURFERS

Family Beach Fest

Internal Revenue Service

Date: July 25, 2007

CHRISTIAN SURFERS UNITED STATES

PO BOX 9
ST AUGUSTINE FL 32085-0009

Department of the Treasury
P. O. Box 2508
Cincinnati, OH 45201

Person to Contact:
Ms. Chandler 17-52729
Customer Service Representative
Toll Free Telephone Number:
877-829-5500
Federal Identification Number:
77-0136158

Dear Sir or Madam:

This is in response to your request of July 25, 2007, regarding your organization's tax-exempt status.

In June 1987 we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records indicate that your organization is also classified as a public charity under sections 509(a)(1) and 170(b)(1)(A)(vi) of the Internal Revenue Code.

Our records indicate that contributions to your organization are deductible under section 170 of the Code, and that you are qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Internal Revenue Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,

Michele M. Sullivan

Michele M. Sullivan, Oper. Mgr.
Accounts Management Operations 1

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Christian Surfers Pensacola

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
Box 9

Requester's name and address (optional)

6 City, state, and ZIP code
St. Augustine, FL 32085

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
7 7 - 0 1 3 6 1 5 8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Ben Martin Date ▶ 1-19-18

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

C000137 07/26/16

FLORIDA

Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 10/15

Certificate Number	Effective Date	Expiration Date	Exemption Category
85-8012672817C-5	09/30/2016	09/30/2021	501(C)(3) ORGANIZATION

This certifies that

CHRISTIAN SURFERS UNITED STATES
6505 A1A S
ST AUGUSTINE FL 32080-7504

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

FLORIDA

Important Information for Exempt Organizations

DR-14
R. 10/15

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630

LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

February 9, 2018

Commissioner Jeff Bergosh, District 1, Chairman
Escambia County Board of County Commissioners
221 Palafox Place
Pensacola, FL 32501

RE: Law Enforcement Trust Fund Requests

Dear Chairman Bergosh,

I have withheld acting on pending requests for Law Enforcement Trust Funds (LETF) proceeds based on the most recent discussions on this issue by the Board. To my knowledge, there has been no activity whatsoever to develop a new BOCC process for approval of these requests. Be advised that pursuant to Section 932.7055, Florida Statutes (2017), I must expend or donate no less than 25 percent of LETF proceeds for the support or operation of any drug treatment, drug abuse education, drug prevention, crime prevention, safe neighborhood, or school resource officer program or programs. The statute further provides that I have the discretion to determine which programs will receive the designated funds.

I am forwarding the attached LETF requests with my approval to EBOCC for action. EBOCC should take timely action on the attached requests.

Sincerely,

David Morgan, Sheriff

Copy to:
Jack Brown, County Administrator
Commissioner Doug Underhill, District 2
Commissioner Lumon May, District 3 (Vice Chairman)
Commissioner Grover Robinson, District 4
Commissioner Steven Barry, District 5

FLORIDA
ACCREDITED

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630

LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

February 12, 2018

Pensacola Opera Inc.
Attn: Chandra Mckern
75 S. Tarragona Street, Pensacola FL 32502

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated January 30, 2018.

Dear Chandra Mckern,

We have received your request to provide your organization with funds from the Escambia Law Enforcement Trust (LET) fund. Your request for funding for Drug Prevention, Drug Education or other law enforcement purposes has been reviewed and approved by the Sheriff for the amount of $5,000. The Sheriff has submitted your request to the Escambia County Board of County Commissioner with his written certification that the funds will be used for a purpose authorized by law.

Your request for LET funding, as approved by the Sheriff, is now awaiting review by the Escambia County Board of County Commissioners. The funds cannot be provided to you until your request is approved by the Board. The Board has indicated that it may revise the procedure for approval of such requests, so we are unable to provide you with information on when you can expect the Board to act on your request.

Please contact the County Commissioner for your district for information on the status of your request.

Point of contact in this matter is Daniel Capozzolo, C.F.O. administrative assistant at 850-436-9949.

ESCAMBIA COUNTY SHERIFF'S OFFICE
APPLICATION FOR
STATE LAW ENFORCEMENT TRUST FUND MONIES

ALL Requests MUST have a justification statement (Page 2) that encourages one of the following areas: (Check the appropriate box or boxes)

☐ CRIME PREVENTION ☒ DRUG PREVENTION ☒ DRUG EDUCATION ☐ SAFE NEIGHBORHOOD

Funds will be used for: (Check the appropriate box)

☑ PROMOTIONAL/ADVERTISING OR ☐ DIRECT SUPPORT

The Documents listed below MUST be attached to your request: (Check the appropriate boxes)

☒ 501c3 or c4 OR ☐ NOT-FOR-PROFIT AND ☒ W-9 AND ☒ CERTICATE OF EXEMPTION

To be considered the Application MUST be Completed, Signed and ALL Documentation Attached

ORGANIZATION/AGENCY NAME: Pensacola Opera Inc. DATE 1/30/18

POINT OF CONTACT Chandra McKern PH# 850.433.6737

EMAIL ADDRESS: chandra@pensacolaopera.com ☒ INITIAL REQUEST ☐ PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) 4/1/2018 AMOUNT REQUESTED: $ 5,000.00

CHECK PAYABLE TO: Pensacola Opera Inc.

COMPLETE MAILING ADDRESS: ☐ NEW ADDRESS

Street 75 S. Tarragona Street City Pensacola State FL Zip Code 32502

CERTIFICATION STATEMENT

1. As required by Florida law, the requested funds will be used for the purpose specified above, and no other purpose.
2. My agency shall, as required by Florida law, maintain records of these funds and provide such reports as may be requested by the Sheriff.
3. I have the appropriate authority (Board Member) on behalf of the requesting agency.
   a. To submit this application and to ensure funds are used for the purposes specified herein.
   b. To cause the required accounting and reporting of these funds.

All representations in this application are true to the best of my knowledge and belief (Initial) CM

NAME OF CERTIFYING OFFICIAL Chandra McKern

TITLE OF CERTIFYING OFFICIAL Managing Director

SIGNATURE (Digital) Chandra McKern

DATE 1/30/2018

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
CFO	Kelly Casarta for HD.	☑	☐	
LEGAL		☑	☐	
CHIEF		☑	☐	AMOUNT APPROVED $5K
SHERIFF		☑	☐	I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055(5)
CFO ASSISTANT	D. L. Gaff	Date processed 2/12/18		DAVID MORGAN, SHERIFF DATE 2/8/2018

1/2018

ORGANIZATION/AGENCY NAME:

Pensacola Opera Inc.

Per Florida State Statute Florida Statutes - Chapter 932.7055(5) - Such funds may be used only for school resource officer, Crime Prevention, Drug Abuse Education, Drug Prevention Programs or Safe Neighborhood or such other law enforcement purposes as the board of county commissioners or governing body of the municipality deems appropriate. PROVIDE A DESCRIPTION OF HOW YOUR AGENCY WILL BE USING THE FUNDING

JUSTIFICATION

REQUIRED INFORMATION

THIS APPLICATION CANNOT BE PROCESSED WITHOUT A JUSTIFICATION STATEMENT EXPLAINING YOUR PLANNED USE FOR FUNDING:

Be as specific as possible when describing how the monies will to be used in the effort to encourage Crime Prevention; Drug Education; Drug Prevention or Safe Neighborhoods.

YOU MAY PROVIDE ADDITIONAL PAGES WITH INFORMATION AS AN ATTACHMENT.

Begin Typing Here

Pensacola Opera will host the Operazzi Ball- Opera Espana on April 21, 2018 and Jukebox Gala on October 13, 2018. All proceeds benefit Pensacola Opera's Education and Outreach Programs. The Diamond Level Sponsorship has several marketing and outreach opportunities that reach over 40,000 children and adults annually through our education and outreach programs. Pensacola Opera is proud to be a regional leader, providing arts experiences in our schools, libraries, community centers and assisted living centers. Our mission is to enrich the culture of Northwest Florida by producing professional opera performances, educational programs, and other opera-related community events for people of all ages, interests, and backgrounds. The opera recognizes the importance of an arts experience that is offered FREE regardless of socio-economic status.

Arts programs can keep at-risk youth off the streets, and, consequently, away from correctional institutions. Not only can art programs provide incentives for these children to stay in school, but it can also improve their academic performance. Students who didn't take arts classes are five times more likely to drop out of school before graduation. The arts can help disadvantaged children realize their full potential as it provides a safe harbor for those students who may lack a supportive environment at home. In many instances, arts classes motivate students to stay in school, especially low-achieving students, by fostering closer ties with peers and creating community-oriented environments.

Marketing of the "Your Life...Your Community...No place for Drugs or Crime" logo will be listed on the 2018-19 Mainstage Program, listing on the opera website, social media, event invitation and program, and all promotional materials. Additional benefits include:

Priority Seating for table of eight (8) guests. Names of attendees by Friday, April 13, 2018.
Four VIP Sponsor Party tickets

Pensacola Opera will continue to be a proud promoter of Drug Prevention and Drug Education through our Operazzi Ball, Jukebox Gala, and our Education and Outreach programs.

IRS Department of the Treasury
Internal Revenue Service
P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248464862
Nov. 30, 2009 LTR 4168C E0
59-2387417 000000 00
00015358
BODC: TE

PENSACOLA OPERA INC
PO BOX 1790
PENSACOLA FL 32591-1790

23512

Employer Identification Number: 59-2387417
Person to Contact: Miss Campbell
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Nov. 18, 2009, request for information regarding your tax-exempt status.

Our records indicate that your organization was recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in May 1984.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section 509(a)(2).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Beginning with the organization's sixth taxable year and all succeeding years, it must meet one of the public support tests under section 170(b)(1)(A)(vi) or section 509(a)(2) as reported on Schedule A of the Form 990. If your organization does not meet the public support test for two consecutive years, it is required to file Form 990-PF, Return of Private Foundation, for the second tax year that the organization failed to meet the support test and will be reclassified as a private foundation.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

0248464862
Nov. 30, 2009 LTR 4168C E0
59-2387417 000000 00
00015359

PENSACOLA OPERA INC
PO BOX 1790
PENSACOLA FL 32591-1790

Sincerely yours,

Michele M. Sullivan

Michele M. Sullivan, Oper. Mgr.
Accounts Management Operations I

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Pensacola Opera, Inc.

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ► .....
☑ Other (see instructions) ► **Non-Profit Corporation 501 (C) (3)**

☐ Exempt payee

Address (number, street, and apt. or suite no.)
75 S. Tarragona Street

Requester's name and address (optional)

City, state, and ZIP code
Pensacola, FL. 32502

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
: :

or

Employer identification number
59 : 2387417

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ► Chandra McLaren Date ► 6/13/2016

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

0000011 10/09/15

DEPARTMENT OF REVENUE

Consumer's Certificate of Exemption

DR-14
R. 04/11

Issued Pursuant to Chapter 212, Florida Statutes

85-8012586783C-1	01/31/2016	01/31/2021	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

PENSACOLA OPERA INC
75 S TARRAGONA ST
PENSACOLA FL 32502-6028

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

DEPARTMENT OF REVENUE

Important Information for Exempt Organizations

DR-14
R. 04/11

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630

LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

February 9, 2018

Commissioner Jeff Bergosh, District 1, Chairman
Escambia County Board of County Commissioners
221 Palafox Place
Pensacola, FL 32501

RE: Law Enforcement Trust Fund Requests

Dear Chairman Bergosh,

I have withheld acting on pending requests for Law Enforcement Trust Funds (LETF) proceeds based on the most recent discussions on this issue by the Board. To my knowledge, there has been no activity whatsoever to develop a new BOCC process for approval of these requests. Be advised that pursuant to Section 932.7055, Florida Statutes (2017), I must expend or donate no less than 25 percent of LETF proceeds for the support or operation of any drug treatment, drug abuse education, drug prevention, crime prevention, safe neighborhood, or school resource officer program or programs. The statute further provides that I have the discretion to determine which programs will receive the designated funds.

I am forwarding the attached LETF requests with my approval to EBOCC for action. EBOCC should take timely action on the attached requests.

Sincerely,

David Morgan, Sheriff

Copy to:
Jack Brown, County Administrator
Commissioner Doug Underhill, District 2
Commissioner Lumon May, District 3 (Vice Chairman)
Commissioner Grover Robinson, District 4
Commissioner Steven Barry, District 5

FLORIDA
ACCREDITED

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630

LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

February 13, 2018

Jacksonville Sheriff's Office
Attn: Lolita Smith
501 East Bay Street, Jacksonville, FL 32202

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated February 1, 2018.

Dear Lolita Smith,

We have received your request to provide your organization with funds from the Escambia Law Enforcement Trust (LET) fund. Your request for funding for Crime Prevention or other law enforcement purposes has been reviewed and approved by the Sheriff for the amount of $2,000. The Sheriff has submitted your request to the Escambia County Board of County Commissioner with his written certification that the funds will be used for a purpose authorized by law.

Your request for LET funding, as approved by the Sheriff, is now awaiting review by the Escambia County Board of County Commissioners. The funds cannot be provided to you until your request is approved by the Board. The Board has indicated that it may revise the procedure for approval of such requests, so we are unable to provide you with information on when you can expect the Board to act on your request.

Please contact the County Commissioner for your district for information on the status of your request.

Point of contact in this matter is Daniel Capozzolo, C.F.O. administrative assistant at 850-436-9949.

FLORIDA
ACCREDITED

ESCAMBIA COUNTY SHERIFF'S OFFICE
APPLICATION FOR
STATE LAW ENFORCEMENT TRUST FUND MONIES

ALL Requests MUST have a justification statement (Page 2) that encourages one of the following areas: (Check the appropriate box or boxes)

☑ CRIME PREVENTION ☐ DRUG PREVENTION ☐ DRUG EDUCATION ☐ SAFE NEIGHBORHOOD

Funds will be used for: (Check the appropriate box)

☐ PROMOTE CRIME/DRUG ABUSE PREVENTION OR ☑ DIRECT SUPPORT

The Documents listed below MUST be attached to your request: (Check the appropriate boxes)

☐ 501c3 or c4 OR ☐ NOT-FOR-PROFIT AND ☐ W-9 AND ☐ CERTICATE OF EXEMPTION

To be considered the Application MUST be Completed, Signed and ALL Documentation Attached

ORGANIZATION/AGENCY NAME: JACKSONVILLE SHERIFF'S OFFICE DATE 02/01/2018

POINT OF CONTACT Lolita Smith PH# (904) 630-2118

EMAIL ADDRESS: ☑ INITIAL REQUEST ☐ PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) 05/01/2018 AMOUNT REQUESTED: $ 2,000

CHECK PAYABLE TO: JACKSONVILLE SHERIFF'S OFFICE

COMPLETE MAILING ADDRESS: ☐ NEW ADDRESS

Street 501 East Bay Street City Jacksonville State FL Zip Code 32202

CERTIFICATION STATEMENT

1. As required by Florida law, the requested funds will be used for the purpose specified above, and no other purpose.
2. My agency shall, as required by Florida law, maintain records of these funds and provide such reports as may be requested by the Sheriff.
3. I have the appropriate authority (Board Member) on behalf of the requesting agency.
   a. To submit this application and to ensure funds are used for the requesting agency.
   b. To cause the required accounting and reporting of these funds.

All representations in this application are true to the best of my knowledge and belief | (Initial)

NAME OF CERTIFYING OFFICIAL
Lolita Smith

TITLE OF CERTIFYING OFFICIAL
Assistant Chief

SIGNATURE (Digital)
Daniel Capozzolo

DATE
02/01/2018

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
CFO	Holly Casad	☑	☐	
LEGAL		☑	☐	
CHIEF		☐	☐	AMOUNT APPROVED $2,000.00
SHERIFF		☑	☐	I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055(5)
CFO ASSISTANT		Date processed 2/13/18		DAVID MORGAN, SHERIFF 2/13/2018 DATE

1/2018

ORGANIZATION/AGENCY NAME:

JACKSONVILLE SHERIFF'S OFFICE

Per Florida State Statute Florida Statutes - Chapter 932.7055(5) - Such funds may be used only for school resource officer, Crime Prevention, Drug Abuse Education, Drug Prevention Programs or Safe Neighborhood or such other law enforcement purposes as the board of county commissioners or governing body of the municipality deems appropriate. PROVIDE A DESCRIPTION OF HOW YOUR AGENCY WILL BE USING THE FUNDING

JUSTIFICATION

REQUIRED INFORMATION

THIS APPLICATION CANNOT BE PROCESSED WITHOUT A JUSTIFICATION STATEMENT EXPLAINING YOUR PLANNED USE FOR FUNDING:

Be as specific as possible when describing how the monies will to be used in the effort to encourage Crime Prevention; Drug Education; Drug Prevention or Safe Neighborhoods.

YOU MAY PROVIDE ADDITIONAL PAGES WITH INFORMATION AS AN ATTACHMENT.

Begin Typing Here

See attached letter.

OFFICE OF THE SHERIFF
CONSOLIDATED CITY OF JACKSONVILLE
DUVAL COUNTY

501 EAST BAY STREET • JACKSONVILLE, FLORIDA 32202-2975

MIKE WILLIAMS
SHERIFF

2/8/18
make LET
donation.

February 1, 2018

Sheriff David Morgan
PO Box 18770
Pensacola FL 32523-8770

Dear Sheriff Morgan: David

The 33rd National Conference on Preventing Crime in the Black Community will be held May 30, 2018 - June 1, 2018 at the Hyatt Regency Jacksonville Riverfront Hotel, 225 East Coastline Drive, Jacksonville, Florida. This conference is a collaborative effort sponsored by Florida Attorney General Pam Bondi.

The Jacksonville Sheriff's Office is the host agency and shares the responsibility of organizing and staffing this conference. The mission of the National Conference on Preventing Crime in the Black Community is to showcase successful programs and promote a positive exchange of ideas and strategies for preventing crime in the black community. The conference continues to focus heavily on efforts to prevent youth violence and delinquency. The focal points of the conference include presentation by national and state leaders, motivational speaks, workshops on notable efforts to curb drug abuse and youth violence, community crime prevention and program models that are transferable to other communities. The conference includes plenary sessions, luncheons and break-out sessions for both adults and teens.

To guarantee the success of this conference, each local law enforcement agency is asked to contribute $2,000.00 from forfeiture or other funds. Your assistance will help ensure a positive learning experience for all participants. The 2018 conference is expected to attract over 2,000 attendees from across the country.

The National Conference on Preventing Crime in the Black Community Conference and the Jacksonville Sheriff's Office have partnered with the Jacksonville Brotherhood of Police Officers Inc., a 501(c) (3) organization to facilitate the accounting process involved in fundraising. For accounting purposes, any financial support provided should be made payable to Jacksonville Brotherhood of Police Officers Inc. and not to the Jacksonville Sheriff's Office.

Thank you for your consideration. If you have any questions, please contact Assistant Chief Lolita Smith at 904-630-2118 or Lieutenant Travis Cox at 904-630-4400.

Sincerely,

Mike

Mike Williams, Sheriff
Duval County, Florida

#894

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13720 **County Attorney's Report 9. 1.**
BCC Regular Meeting **Action**
Meeting Date: 03/01/2018
Issue: Approval of the Transfer of the Potable Water System on Innerarity Island to Emerald Coast Utilities Authority
From: Charles Peppler, Deputy County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of the Transfer of the Potable Water System on Innerarity Island to Emerald Coast Utilities Authority (Escambia County v. Innerarity Island Development Corporation, Case No. 2014 CA 000237).

That the Board approve the transfer of the potable water system on Innerarity Island to Emerald Coast Utilities Authority.

BACKGROUND:

On March 21, 2014, Escambia County was appointed receiver of the Innerarity Island Development Corporation (IIDC) utility system after IIDC filed a notice of abandonment, pursuant to Section 367.165(1), Fla. Stat. Since the time of being appointed receiver, the County has been in negotiations with the Emerald Coast Utilities Authority (ECUA) to be the ultimate transferee of the utility system. An Interlocal Agreement between the County and ECUA provided for improvements to be made to the potable water system for ultimate transfer to ECUA. Substantial completion has occurred. It is expected that final completion and acceptance by ECUA will take place on February 28, 2018.

ECUA has agreed to the entry of an order by Circuit Court Judge Scott Duncan to approve the permanent transfer of the potable water system on Innerarity Island to ECUA beginning midnight on March 1, 2018. Judge Duncan has entered the attached order approving the transfer on February 21, 2018.

ECUA is ready, willing and able to accept the potable water system for ownership and maintenance and will continue to operate the potable water system for the benefit of its rate payers and the citizens of Escambia County. Negotiations continue with ECUA regarding the transfer of sanitary sewer system of the utility system formerly operated by IIDC. Until transfer, the County will continue as receiver.

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

Order Transferring Potable Water System to ECUA

Filing # 68257752 E-Filed 02/21/2018 01:14:41 PM

IN THE CIRCUIT COURT OF
THE FIRST JUDICIAL CIRCUIT
IN AND FOR ESCAMBIA COUNTY, FLORIDA

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida,

Petitioner,

v.

Case No. 2014 CA 000237

INNERARITY ISLAND DEVELOPMENT CORPORATION, a Florida corporation, and EMERALD COAST UTILITIES AUTHORITY, an independent special district,

Respondents.
_____/

ORDER APPROVING TRANSFER OF POTABLE WATER SYSTEM ON INNERARITY ISLAND TO EMERALD COAST UTILITIES AUTHORITY

Upon consideration of Petitioner, Escambia County, Florida's motion to approve transfer of potable water system as Receiver of the utility system formerly operated by Innerarity Island Development Corporation and the Court having heard argument of counsel for the County and having been informed that the Emerald Coast Utilities Authority (ECUA) will accept the potable water system for permanent ownership and maintenance on March 1, 2018 upon completion of the improvements as described in the Interlocal Agreement dated June 2, 2016, it is HEREBY

ORDERED and ADJUDGED as follows:

1. The potable water system as described in the Interlocal

Agreement and the exhibits attached thereto dated June 2, 2016 and as further described in the attached summary prepared by Kenneth Horne & Associates, Inc. is hereby transferred to ECUA for permanent ownership and maintenance beginning at 12:01 a.m. on March 1, 2018. The transfer of the potable water system shall include all water meters as well as any other appurtenances or amenities on the public side of the water meters (but not the private side of the water meters) which is either necessary or convenient for the operation of the potable water system not otherwise described above. Moreover, as of that date and time all of Innerarity Island shall be deemed part of ECUA's potable water service area and thus hereafter be subject to ECUA's governance and regulation.

2. As part of the transfer to and acceptance by ECUA of the potable water system, money deposits paid for potable water consumption to the City of Gulf Breeze, as the agent for the County, shall be paid to ECUA in a lump sum payment together with a list of each customer who paid such deposit on or before March 1, 2018. The lump sum payment shall be equal to the total sum of $21.50 paid by each customer to the City of Gulf Breeze. The City shall refund the excess of $21.50 to each customer who paid a deposit.

3. The County will continue to operate the sanitary sewer system

of the utility system. The City, as the County's agent, will need access to water meter consumption readings in order to determine the charges for providing sanitary sewer service. ECUA shall cooperate with the City of Gulf Breeze to share monthly meter readings with the City. Should any customers of the potable water service system fail to pay their sanitary sewer bills, the City will send a list of defaulting customers to ECUA as to whom the City is requesting termination of potable water services. ECUA will then follow its normal process for disconnecting potable water service which is governed by §159.18(2), Fla. Stat. and Rule 25-30.320, F.A.C.

4. ECUA shall perform a final meter read on the morning of Thursday, March 1, 2018, or as soon thereafter as is practical, and that reading shall also serve as an initial meter read for ECUA (hereinafter referred to as the "Final/Initial Meter Reading"). ECUA will provide readings from that Final/Initial Meter Reading to the County (by way of its agent, City of Gulf Breeze), and the County shall be entitled to bill for and collect all potable water consumption reflected in that Final/Initial Meter Reading. ECUA shall simultaneously take a final reading of the master meter serving Innerarity Island and submit a final bill to the County for the consumption reflected in that reading. The County will be free to pursue collection for those sums owed to it by virtue of the Final/Initial Meter

Readings, and ECUA shall make no claim for past consumption reflected in the Final/Initial Meter Reading.

5. Any consumption reflected after the Final/Initial Meter Reading may be billed by and will be due to ECUA. The County will make no claim on any amounts billed by ECUA for potable water service after the Final/Initial Meter Reading.

6. The County's receivership as to the potable water system as provided under § 367.165(2), Fla. Stat. is hereby terminated as of 12:01 a.m. March 1, 2018.

7. All other terms and conditions of the Order Appointing Receiver shall continue in full force and effect which are not inconsistent with this order approving transfer.

DONE AND ORDERED in Chambers at Pensacola, Escambia County, Florida this 21st day of February 2018.

Honorable Scott J. Duncan,
Circuit Court Judge

INNERARITY ISLAND UTILITIES SYSTEM
WATER SYSTEM COMPONENTS TO BE TRANSFERRED TO ECUA
MARCH 1, 2018

Prepared by:
Kenneth Home & Associates, Inc.

The water system, including Russell Bayou, is a distribution system consisting of approximately 41,300 linear feet of water main in sizes from 8" down to 2", see Table 1 below.

Table 1
Water Distribution System

Water Main	
Size	Total Length (LF)
2 inch	3,484
3 inch	3,332
4 inch	4,356
6 inch	27208
8 inch	2,919
Total	41,299

The system to be transferred includes 480 renewed water services connected to new ECUA water meters for residential use. It also includes 35 fire hydrants (3 of which are new) and 54 system isolation valves including 7 that have been added to meet ECUA Standards. The piping system is located within the easements provided by the Innerarity Home Owners Association that include common are roadways and green space. As well as easements provided by individual property owners. These easements give ECUA the right to maintain the piping system and make improvements as necessary.

Also included are service connections to 2 new ECUA master meters at the town home development.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13747 **County Attorney's Report** **9. 2.**
BCC Regular Meeting **Action**
Meeting Date: 03/01/2018
Issue: Dellaina Merritt v. Escambia County, Florida - Case No. 3:15-cv-00286-MCR-EMT
From: Charles Peppler, Deputy County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning *Dellaina Merritt v. Escambia County, Florida,* Case No. 3:15-cv-00286-MCR-EMT

That the Board consider legal matters arising from the lawsuit of *Dellaina Merritt v. Escambia County, Florida,* Case No. 3:15-cv-00286-MCR-EMT.

BACKGROUND:

Dellaina Merritt has filed a claim for overtime compensation under the Fair Labor Standards Act. This lawsuit is now pending in U.S. District Court of the Northern District of Florida before Chief Judge M. Casey Rodgers. Certain legal issues have arisen which require discussion and action by the Board of County Commissioners.

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-13748 **County Attorney's Report** **9. 3.**
BCC Regular Meeting **Action**
Meeting Date: 03/01/2018
Issue: Sign Removal on Property Located at 3201 Navy Boulevard (Pending Purchase for Supervisor of Elections)
From: Alison Rogers, County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Sign Removal on Property located at 3201 Navy Boulevard (Pending Purchase for Supervisor of Elections)

That the Board authorize the removal and retention of the free-standing monument sign by New Dimensions Christian Center, Inc. prior to closing regardless of terms provided in the executed Contract for Sale and Purchase.

BACKGROUND:

On November 2, 2017, the Board authorized the purchase of property at 3201 West Navy Boulevard from New Dimensions Christian Center, Inc. (Seller) for use by the Supervisor of Elections as a warehouse and training facility. During the intervening period, the Seller has been unwilling or unable to proceed to closing despite numerous attempts to schedule one. The Seller recently represented that it will proceed to closing if it is allowed to remove and retain the large monument sign located on the northeastern portion of the parcel, adjacent to the right-of-way. The Contract for Sale and Purchase does not contain a provision that would allow the Seller to remove and retain the sign. However, the Supervisor of Elections has no need for it.

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.
