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 – November 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 May.

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. Presentation of plaques to the following appointees appointed by Commissioner Grover Robinson, IV, to various Boards and Committees:

BOARD OF ADJUSTMENT
Auby D. Smith - April 19, 2007 – November 19, 2018

ESCAMBIA COUNTY DISABILITY AWARENESS COMMITTEE
Paul Viksne - June 7, 2018 – November 19, 2018

ESCAMBIA COUNTY MASS TRANSIT ADVISORY COMMITTEE
David H. Powell - December 8, 2011 – November 19, 2018
Jesse Casey - June 7, 2018 -- November 19, 2018

ESCAMBIA MARINE ADVISORY COMMITTEE
David Dodson - November 19, 2002 – November 19, 2018
Kerry Freeland - November 18, 2014 – November 19, 2018

PLANNING BOARD
Eric L. Fears - February 2, 2017 – November 19, 2018

SANTA ROSA ISLAND AUTHORITY
Tammy Bohannon - November 21, 2006 – November 19, 2018

7. Proclamations.

Recommendation: That the Board take the following action:

A. Adopt the Proclamation commending and congratulating Mike Dixon, an Equipment Operator IV in the Operations Division of the Waste Services Department, on his selection as "Employee of the Month" for November 2018;

B. Adopt the Proclamation paying tribute to the life of Mr. Grover "Papa Rock" Rivers and recognizing his service to the community he loved so much;

C. Adopt the Proclamation proclaiming November 10 - 18, 2018, as "National Hunger and Homelessness Awareness Week" and encouraging all citizens to recognize that many people do not have housing and need support from citizens and private and public nonprofit service entities;

D. Adopt the Proclamation proclaiming November 2018 to be American Diabetes Month in Escambia County, Florida, and encouraging all Americans to recognize American Diabetes Month and be part of the American Diabetes Association's movement to confront, fight and, most importantly, change the future of this deadly disease; and

E. Ratify the Proclamation dated October 11, 2018, paying tribute to Dr. Reverend James S. Young, Sr., by recognizing his leadership and invaluable service to the Church and to Escambia County.

8. Retirement Proclamations.

Recommendation: That the Board take the following action concerning retirement Proclamations:

A. Adopt the Proclamation commending and congratulating William "Freddie" Burch, Public Works Department, on 20 years of dedicated service;

B. Rescind the Board's action of February 15, 2018, Item #7F, adopting the retirement Proclamation commending and congratulating Gregory L. Young, Corrections Department, on 24 years of dedicated service;

C. Adopt the retirement Proclamation commending and congratulating Gregory L. Young, Corrections Department, on 25 years of service; and

D. Ratify the Proclamation, dated August 21, 2018, commending and congratulating Albert D. Hutley, Facilities Management, on 20 years of service;

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

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

10. 5:31 p.m. Public Hearing for consideration of the Petition to Vacate a Portion of Delano Street, as petitioned by James W. Kiker.

Recommendation: That the Board take the following action regarding a Petition to Vacate a portion of Delano Street:

A. Approve or deny the Petition to Vacate a portion of Delano Street (1,001 feet), as petitioned by property owner, James W. Kiker;

B. Accept the Hold Harmless Agreement;

C. Adopt the Resolution to Vacate; and

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

This Petition to Vacate request is located in Commission District 3.

11. 5:32 p.m. Second of two Public Hearings to receive input on the designation of 128 Airport Boulevard and the 6200 Block of North Palafox as Brownfield Sites.

Recommendation: That the Board take the following action concerning the designation of 128 Airport Boulevard, Pensacola, Florida 32503 (Property Reference Numbers 35-1S-30-9002-002-012 and 35-1S-30-9002-007-008), and the 6200 Block of North Palafox Highway, Pensacola, Florida 32503 (Property Reference Number 36-1S-30-9002-000-003) as brownfield sites for the purpose of economic development and environmental rehabilitation:

A. Hold the second of two Public Hearings to receive input; and

B. Adopt and authorize the Chairman to sign the Resolution designating each of the three properties as a brownfield site within the Oakfield Community Redevelopment Area.

12. 5:33 p.m. Public Hearing for consideration of amending the Fiscal Year 2018/2019 Budget for the purpose of recognizing prior year grants and project balances and appropriating these funds for on-going projects.

Recommendation: That the Board take the following action concerning re-budgeting on-going projects that were not completed by the end of Fiscal Year 2017/2018:

A. Conduct the 5:33 p.m. public hearing on November 01, 2018, amending the Fiscal Year 2018/2019 Budget for the purpose of recognizing prior year grants and project balances and appropriating these funds for on-going projects;

B. Following a public hearing, adopt the Resolution approving Supplemental Budget Amendment #001, General Fund (001), Escambia County Restricted Fund (101), Economic Development Fund (102), Code Enforcement Fund (103), Tourist Promotion Fund (108), Other Grants & Projects (110), Jail Commissary Fund (111), Disaster Recovery Fund (112), Library Fund (113), Misdemeanor Probation Fund (114), Article V Fund (115), Development Review Fees Fund (116), Perdido Beach Mouse Fund (117), Gulf Coast Restoration Fund (118), SHIP Fund (120), Law Enforcement Trust Fund (121), Escambia Affordable Housing Fund (124), CDBG/HUD Entitlement Fund (129), Fire Protection Fund (143), Community Redevelopment Fund (151), Bob Sikes Toll Fund (167), Transportation Trust Fund (175), MSBU Assessment Program Fund (177), Drainage Basin Funds (181), Series 2017 Capital Project Fund (311), FTA Capital Fund (320), Local Option Sales Tax III Fund (352), Local Option Sales Tax IV Fund (353), Solid Waste Fund (401), Emergency Services Fund (408), and Internal Service Fund (501), in the amount of $251,839,428.30 to re-budget the funds associated with on-going grants and projects that were not completed by the end of Fiscal Year 2017/2018; and

C. Approve all associated Fiscal Year 2018/2019 Purchase Orders for projects with existing Purchase Orders.

13. 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 September 30, 2018 Investment Report

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended September 30, 2018, as required by Ordinance Number 95-13; on September 30, 2018, the portfolio market value was $337,429,228 and portfolio earnings totaled $418,453 for the month; the short-term portfolio yield 2.11%, which should be compared to the S&P Government Index Pool Index 30 Day benchmark of 2.04%; the long-term CORE portfolio achieved a yield of 2.76%, which should be compared to the Merrill Lynch 1-5 Year Treasury Index benchmark of 2.85%.

2. Recommendation Concerning Acceptance of TDT Collection Data for the August 2018 Returns Received in September 2018

That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the August 2018 returns received in the month of September 2018, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the twelfth month of collections for the Fiscal Year 2018; total collections for the month of August 2018 returns was $1,104,183.46; this is a 14.13% increase over the August 2017 returns; total collections year to date are 7.20% 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. Approve the Minutes of the Attorney-Client Session held October 18, 2018;

B. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held October 18, 2018;

C. Approve the Minutes of the Regular Board Meeting held October 18, 2018; and

D. Approve the Minutes of the Attorney-Client Session held October 25, 2018.

GROWTH MANAGEMENT REPORT

I. Public Hearing

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

That the Board take the following action concerning the rezoning cases heard by the Planning Board on October 1, 2018:

A. Review and either adopt, modify, or reject the Planning Board's recommendations for Rezoning Cases Z-2018-09 and Z-2018-13 or remand the cases back to the Planning Board; and

B. Authorize the Chairman to sign the Orders of the Escambia County Board of County Commissioners for the rezoning cases that were reviewed.

1. Case No.:	***Z-2018-09***
Address:	1900 Tate Road
Property Reference No.:	27-1N-31-0802-002-002
Property Size:	1.66 (+/-) acres
From:	LDR, Low Density Residential District (four du/acre)
To:	LDMU, Low Density Mixed-use district (seven du/acre)
FLU Category:	MU-S, Mixed-Use Suburban
Commissioner District:	5
Requested by:	Ronald Williams, Owner
Planning Board Recommendation:	Approved
Speakers:	Ronald Williams
2. Case No.:	***Z-2018-11***
Address:	Dogwood Place
Property Reference No.:	34-2S-30-0040-010-003
Property Size:	9.1 (+/-) acres
From:	HDMU, High Density Mixed-use district (25 du/acre
To:	Com, Commercial district (25 du/acre)
FLU Category:	MU-S, Mixed-Use Suburban
Commissioner District:	3
Requested by:	Gilbert Nelson, Owner

Planning Board Recommendation:	**Applicant requested that the case be pulled and the PB granted that request.**
Speaker:	N/A

3. Case No.: Z-2018-13

Address:	2335 Klinger Street
Property Reference:	18-1S-30-1201-005-005
Property Size:	0.46 (+/-) acres
From:	MDR, Medium Density Residential district (10 du/acre)
To:	HDUM, High Density Mixed-use district (25 du/acre)
FLU Category:	MU-U, Mixed-Use Urban
Commissioner District:	4
Requested by:	Robert O. Beasley, Agent for Crosby Holdings, LLC., Owner
Planning Board Recommendation:	Approval
Speakers:	Robert Beasley

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 October 1, 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. - A Public Hearing Concerning the Review of Bridlewood Subdivision, a Planned Unit Development

   That the Board of County Commissioners review the development plan for Bridlewood Subdivision, a Planned Unit Development (PUD), and confirm consistency of the plan with Land Development Code (LDC) requirements.

4. 5:47 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Chapter 3 Regarding Structure Setbacks and Minimum Lot Widths

   That the Board of County Commissioners (BCC) review and adopt an Ordinance amending the Land Development Code (LDC), Chapter 3, to explain structure setbacks on lots with multiple street frontage, define minimum lot widths on small radius rights-of-way, establish a minimum lot width within the HC/LI zoning district, and establish a minimum side setback for single-family dwellings that may be within the Commercial and Industrial zoning districts.

5. 5:48 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the Design Standards Manual, Chapter 1 and Land Development Code, Chapter 6, Definitions

   That the Board of County Commissioners (BCC) review and adopt an Ordinance amending the Design Standards Manual (DSM), Chapter 1, Engineering, Article 1, Stormwater, Section 1-1.4 Pond Slopes, Fencing, and Maintenance; and amending Section 1-1.6 Exemptions; amending Section 1-1.2 Stormwater Management Plans; amending Article 2, Transportation, Section 2-1 Roadway Design; amending Section 2-1.6 Connectivity, amending Section 2-2.2, removing density bonuses, and amending Chapter 6 of the Land Development Code (LDC), Definitions, to define conveyance systems.

6. 5:49 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Chapter 3, Zoning Regulations, Article 1, General Provisions, Article 2, Mainland Districts, Article 4, Perdido Key Districts, Article 5, Pensacola Beach Districts and Chapter 6, Definitions

   That the Board of County Commissioners (BCC) review an Ordinance amending the Land Development Code (LDC) amending Chapter 3, Zoning Regulations, Article 1, General Provisions, amending Section 3-1.4(j) "Compassionate Use of Low-THC and Medical Cannabis" to authorize medical use of marijuana as outlined in Section 381.986, Florida Statues (2018) and Florida Administrative Code 64-4: as amended, as an allowed use within Escambia County; amending Article 2, Mainland Districts, Article 4, Perdido Key Districts, and Article 5, Pensacola Beach districts, adding "Marijuana Dispensing Facilities" as a permitted use and amending Chapter 6, Definitions to define necessary terms related to marijuana dispensing facilities.

   This hearing serves as the first of two public hearings before the BCC.

7. 5:50 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the Escambia County 2030 Comprehensive Plan - CPA-2018-02

That the Board of County Commissioners (BCC) review and transmit to the Department of Economic Opportunity (DEO), an Ordinance to amend the Comprehensive Plan OBJ FLU 3.1, Rural Development, deleting FLU 3.1.5 in its entirety. The Planning Board recommended denial of this Ordinance.

This hearing serves as the first of two public hearings before the BCC.

II. Action Item

1. Recommendation Concerning Final Plat Seagrass Point Permit FP# 18103424

That the Board take the following action concerning recording of Seagrass Point (a 53-lot residential subdivision), located in the Weekley Bayou Community lying east of County Road 293 (Bauer Road) and north of Sorrento Road (County Road 292). Owned and developed by Esplanade Communities of Florida, 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. Approve the final plat for recording;

B. Approve the street names “Pinfish Road” and “Sandspur Lane”;

C. Accept all public easements, pond, 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 (MSBU); and

D. Authorize the Chairman or Vice Chairman to execute a Two-Year Warranty Agreement without Surety, for Streets and Drainage improvements, an Avigation Easement, and a Conservation Easement.

III. Consent Agenda

1. Recommendation Concerning the Scheduling of Public Hearings

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

December 6, 2018

A. 5:45 p.m. - A Public Hearing to amend the Official Zoning Map to include the following Rezonig cases to be heard by the Planning Board on November 8, 2018.

1.	**Case No.:**	***Z-2018-14***
	Address:	8925 Gulf Beach Highway
	Property Reference No.:	33-2S-31-2000-120-001
	From:	MDR, Medium Density Residential district (10 du/acre) and HC/LI, Heavy Commercial and Light Industrial district (25 du/acre)
	To:	HC/LI, Heavy Commercial and Light Industrial district (25 du/acre)
	FLU Category:	MU-U, Mixed-Use Urban
	Commissioner District	2
	Requested by:	Catalina Filip, Agent for Fil's Group, LLC, Owner
2.	**Case No.:**	***Z-2018-15***
	Address:	8939 Gulf Beach Highway
	Property Reference No.:	33-2S-31-1000-002-075
	From:	MDR, Medium Density Residential district (10 du/acre) and HC/LI, Heavy Commercial and Light Industrial district (25 du/acre)
	To:	HC/LI-NA, Heavy Commercial and Light Industrial district, prohibiting the subsequent establishment of any microbreweries, microdistilleries, microwineries, bars, nightclubs, or adult entertainment uses (25 du/acre)
	FLU Category:	MU-U, Mixed-Use Urban
	Commissioner District	2

Requested by:	Wiley C. “Buddy” Page, Agent for Gulf Beach Self Storage, Inc., Owner

3. Case No.: Z-2018-16

Address:	1250 Fairchild Street
Property Reference No.:	30-1S-30-1101-000-000
From:	HC/LI, Heavy Commercial and Light Industrial district (25 du/acre)
To:	HDR, High Density Residential district (18 du/acre)
FLU Category:	MU-U, Mixed-Use Urban
Commissioner District:	4
Requested by:	Wiley C. “Buddy” Page, Agent for James Campbell, Jr., Owner

4. Case No.: Z-2018-17

Address:	8891 Burning Tree Road
Property Reference No.:	06-1S-30-1000-000-024
Northern Portion:	
From:	Rec, Recreation district (du density limited to vested development)
To:	MDR, Medium Density Residential district (10 du/acre)
Southern Portion:	
From:	Rec, Recreation district (du density limited to vested development)
To:	Com, Commercial district (25 du/acre)
FLU Category:	MU-U, Mixed-Use Urban
Commissioner District:	5
Requested by:	Wiley C. “Buddy” Page, Agent for RNL Investment Group, LLC, Owner

5. Case No.: Z-2018-18

Address:	5950 West Nine Mile Road
Property Reference No.:	06-1S-31-4402-000-001
From:	LDR, Low Density Residential district (four du/acre)

To:	HDMU, High Density Mixed-use district (25 du/acre)
FLU Category:	MU-S, Mixed-Use Suburban
Commissioner District:	1
Requested by:	Kshitij Patel, Agent for Michael and Tammy Matcke, Owner

B. 5:46 p.m. - A Public Hearing - Vested Rights Determination - 3411 John Street - VRD-2018-01

Summary: In 2011, the applicant applied for and was granted a rezoning from R-4 to R-5, which is now HDMU zoning for the parcel located at 3411 John Street. Following the approval of the rezoning, the applicant became ill and was not able to go forward with placing a home on the lot. The applicant has since purchased a mobile home for the lot.

C. 5:47 p.m. - A Public Hearing - Medical Marijuana Ordinance (second of two public hearings)

Summary: Section 381.986, Florida Statutes (2018), and Florida Administrative Code Chapter 64-4 authorize a limited number of dispensing organizations throughout the State of Florida to cultivate and process medical cannabis for use by qualified patients. The dispensing organizations must be approved by the Florida Department of Health and, once approved, are subject to state regulation and oversight. The Escambia Board of County Commissioners finds that it is in the best interests of the health, safety, and welfare of its citizens to authorize Medical Marijuana Treatment Centers within the boundaries of the County.

COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

1. Recommendation Concerning Scheduling a Public Hearing for Adopting the Uniform Method of Collection for Non-Ad Valorem Special Assessments Resolution - Stephan Hall, Budget Manager, Management and Budget Services

   That the Board authorize the scheduling of a Public Hearing on December 6, 2018, at 5:32 p.m., to consider adopting a Resolution establishing its intent to use the Uniform Method of Collection for Non-Ad Valorem Special Assessments, as provided in Florida Statutes 197.3632.

2. Recommendation Concerning the Amendment to the Escambia County Behavioral Health Transportation Plan - Michael D. Weaver, Public Safety Department Director

   That the Board take the following action concerning the Escambia County Behavioral Health Transportation Plan:

   A. Adopt the revised Escambia County Behavioral Health Transportation Plan (BHTP); and

   B. Authorize the Public Safety Department staff to transmit the adopted Plan to the State of Florida for acceptance.

3. Recommendation Concerning the Florida Medicare Provider Revalidation Request for Additional Information - Michael D. Weaver, Public Safety Department Director

   That the Board take the following action concerning the Health & Human Services, USA, Centers for Medicare & Medicaid Services, Medicare Enrollment Application, CMS-855B:

   A. Approve and authorize Michael D. Weaver to sign the Department of Health & Human Services, USA, Centers for Medicare & Medicaid Services, Medicare Enrollment Application, CMS-855B, as authorized official, for revalidation of Escambia County Board of County Commissioners, D/B/A Escambia County EMS (Emergency Medical Services), as a Florida Medicare Provider;

   B. Approve and authorize Tamika Williams, Public Safety Business Operations Manager and Shandra Jenkins, EMS Billing Manager as being the Delegated Official and Contact Person which will allow them to speak with Medicare on behalf of Escambia County BCC regarding the account; and

   C. Authorize the submittal of the additional supporting documentation as requested by Medicare Provider Enrollment.

4. Recommendation Concerning the Request for Disposition of Property for the Corrections Department - William R. Powell, Director of Corrections

   That the Board approve the Request for Disposition of Property Form for the Corrections Department for property which is described and listed on the Disposition Form. 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 properly disposed.

II. Budget/Finance Consent Agenda

1. Recommendation Concerning Fiscal Year 2018/2019 Purchase Orders in Excess of $50,000, for the Public Safety Department - Michael D. Weaver, Public Safety Department Director

That the Board approve the issuance of blanket and/or individual Purchase Orders in excess of $50,000, based upon previously-awarded Contracts, Contractual Agreements, or annual requirements, as follows, for the Public Safety Department, for Fiscal Year 2018/2019:

	Vendor	Amount	Contract Number
	Motorola Solutions Inc. Vendor Number: 135001 Emergency Communications Fund: 001 (General) Cost Center: 330403	$365,127	Annual Support Service for Original Equipment

2. Recommendation Concerning Pay Instruction for the Volunteer Firefighters that Deployed for Mutual Aid for Hurricane Michael - Michael D. Weaver- Public Safety Department Director

That the Board approve and authorize the Chairman to sign the Resolution authorizing Escambia County Fire Rescue to provide a disaster stipend payment, in an amount of $500, to the Volunteer Firefighters, who worked during the declared State of Emergency for Hurricane Michael. Florida Governor Rick Scott declared a state of emergency in 26 counties on Sunday, October 7, 2018.

3. Recommendation Concerning a Purchase Order to South Central Planning and Development Commission for MyGovernmentOnline.org Software and License Fees - Tim Tolbert, Building Official/Building Services Department Director

That the Board approve and authorize a Purchase Order, in the amount of $84,399.84, to South Central Planning and Development Commission (SCPDC), for the use of the MyGovermentOnline.org (MGO) Software Suite, for the period of October 1, 2018, to September 30, 2019. The cost will be divided between the Building Services Department and the Information Technology Department.

[Funding: Fund 001, General Fund, Cost Center 270102, Information Systems - $42,199.92, and Fund 406, Building Inspections Fund, Cost Center 250111, Building Inspections Administration - $42,199.92]

4. Recommendation Concerning the Issuance of Fiscal Year 2018-2019 Purchase Orders in Excess of $50,000, for the Parks and Recreation Department - Michael Rhodes, Parks and Recreation Department Director

That the Board, for the Fiscal Year 2018-2019, approve the issuance of blanket and/or individual Purchase Orders in excess of $50,000, based upon previously-awarded Contracts, Contractual Agreements, or annual requirements, for the Parks and Recreation Department, as follows:

Vendor/Contractor	Amount	Contract Number
Blue Arbor, Inc. Vendor Number: 023818 Temporary Employment Services Fund: 001 (General) Cost Center: 350220 (Recreation) Cost Center: 350226 (Park Maintenance) Fund: 101 (Escambia County Restricted Fund) Cost Center: 350236 (Fishing Bridge) Fund: 352 (Local Option Sales Tax III) Cost Center: 350229 (Parks Capital Projects) Cost Center: 350231 (Equestrian Center) Fund: 353 (Local Option Sales Tax IV) Cost Center: 350221 (Parks Capital Projects) Cost Center: 350222 (Equestrian Center)	$250,000	PD 17-18.055

GameTime Vendor Number: 070316 Purchase of additional playground components, and playground repair pieces to original manufactured playground equipment at various park facilities Fund: 001 (General) Cost Center: 350226 (Park Maintenance) Fund: 352 (Local Option Sales Tax III) Cost Center: 350229 (Park Capital Projects) Fund: 353 (Local Option Sales Tax IV) Cost Center: 350222 (Park Capital Projects)	$300,000	U.S. Communities Contract
Keep Pensacola Beautiful, Inc. Vendor Number: 402053 Purchase of contracted services of waste disposal for County parks, boat ramps and fishing bridge Fund: 001 (General) Cost Center: 350226 (Park Maintenance) Fund: 101 (Restricted) Cost Center: 350236 (Fishing Bridge) Fund: 352 (Local Option Sales Tax III) Cost Center: 350229 (Park Capital Projects) Fund: 353 (Local Option Sales Tax IV) Cost Center: 350222 (Park Capital Projects)	$175,000	PD 16-17.008 Agreement awarded by BCC on 1-19-17 for term of 12 months, 1st extension BCC approved on 2-1-18 with option for 1 additional 12-month extension
Pot-O-Gold, LLC Vendor Number: 164754 Portable toilet rental service for county parks, boat ramps, fishing bridge and community centers Fund: 001 (General) Cost Center: 350220 (Recreation) Cost Center 350226 (Park Maintenance) Fund: 101 (Escambia County Restricted Fund) Cost Center: 350236 (Fishing Bridge) Fund: 352 (Local Option Sales Tax III) Cost Center: 350229 (Parks Capital Projects) Fund: 353 (Local Option Sales Tax IV) Cost Center: 350222 (Parks Capital Projects)	$60,000	Annual allocation for portable toilet rental services for various parks, boat ramps, fishing bridge, and community centers

5. Recommendation Concerning the State Housing Initiatives Partnership Program Interlocal Agreement Between Escambia County, Florida, and the Town of Century - Tonya Gant, Neighborhood & Human Services Department Director

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

A. Approve the Interlocal Agreement between Escambia County, Florida, and the Town of Century Relating to the SHIP Housing Rehabilitation Assistance Project, to provide $75,000 in SHIP funds to support housing repair or replacement within the Town of Century; and

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

[Funding: Fund 120/2017, 2018, and 2019 SHIP, Cost Centers 370204, 370205, and 370206]

6. Recommendation Concerning the Payment Processing Agreement Between Forte Payment Systems, Inc., and Escambia County - Patrick T. Johnson, Waste Services Department Director

That the Board take the following action concerning the Payment Processing Agreement between Forte Payment Systems, Inc., and Escambia County:

A. Approve the Payment Processing Agreement to allow for products and services to provide payment processing and related services, including but not limited to Automated Clearing House ("ACH"), Credit and Debit Card processing, account verification, and customer identification to the Waste Services Department; and

B. Authorize the Chairman to sign the Agreement.

[Funding: Fund 401, Solid Waste Fund, Cost Center 230314 (Operations), Object Code 54901 (Other Charges and Obligations)]

7. Recommendation Concerning Group Medical Insurance - Eric Kleinert, Human Resources Department Director

That the Board take the following action concerning Group Medical Insurance:

A. Approve an Agreement with Florida Blue to provide administrative services for the County to process claims as Third Party Administrator for a three-year period from January 2019 to December 2021;

B. Approve an Agreement with Great Midwest Insurance Company as the County's Stop Loss Carrier from January 1, 2019, to December 31, 2019; and

C. Authorize the County Administrator to sign the Florida Blue and Great Midwest Insurance Company Agreements.

The Agreements will be drafted upon approval of the Board action.

[Funding Source: Fund 501, Internal Service Fund, Cost Center 150108, Object Code 54501]

8. Recommendation Concerning the Issuance of Fiscal Year 2018/2019 Purchase Orders, in Excess of $50,000 - Todd Humble, Library Services Department Director

That the Board approve the issuance of individual Purchase Orders in excess of $50,000, based upon previously-awarded Contracts, Contractual Agreements, or annual requirements, for the West Florida Public Libraries, as follows:

	Vendor/Contractor	**Amount**	**Contract Number**
A.	Blue Arbor, Inc. Vendor Number: 023818 Employment Services Fund: 113 (Library Fund) Cost Center: 110501 (Operations) Account: 53401 (Other Contractual Services)	$308,000	PD 17-18.055
B.	American Facility Services, Inc. Vendor Number: 025944 Janitorial Services Fund: 113 (Library Fund) Cost Center: 110501 (Operations) Account: 53401 (Other Contractual Services)	$112,000	PD 17-18.014
C.	Dynamic Security, Inc. Vendor Number: 042841 Security for Pensacola and Westside Libraries Fund: 113 (Library Fund) Cost Center: 110501 (Operations) Account: 53401 (Other Contractual Services)	$67,000	PD 15-16.051

9. Recommendation Concerning Commercial Property Insurance - Robert Dye, Manager, Risk Management Office

That the Board approve the payment to USI Insurance Services, LLC, broker/agent of record, in the amount of $1,383,282, to place commercial property insurance through AmWins Brokerage of Alabama, LLC, for the period of December 1, 2018, through February 29, 2020.

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

10. Recommendation Concerning Authorization for Out-of-County Travel - 2018/2019 Board's Annual Travel Schedule - Amy Lovoy, Acting County Administrator

That the Board authorize and approve:

A. The out-of-County travel for any member of the Board, the County Administrator, and/or the County Attorney wishing to participate in the conferences/events, as noted on the 2018/2019 Annual Travel/Conference Schedule; and

B. The out-of-County travel expenditures (registration, hotel, airfare) for Commissioner-Elect Robert Bender to attend the 2019 Florida Association of Counties Legislative Conference, November 27-30, 2018, in Tampa, Florida.

[Funding Source: Fund 001, General Fund, Cost Centers 110101, 110302, and 110601, Object Codes 54001, 55401, and 55501]

11. Recommendation Concerning Supplemental Budget Amendment #010 - Stephan Hall, Budget Manager, Management & Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #010, General Fund (001), in the amount of $236,000, to recognize the remaining portion of the settlement regarding necessary repairs to the Perdido Key Fire Station due to various construction defects and to appropriate these funds to cover all repairs to the Perdido Key Fire Station (Project #19PF0419).

12. Recommendation Concerning Contract Award for CEI (Construction, Engineering, Inspection) for South Old Corry Field Road Bridge Replacement and Sidewalk & Drainage Improvements - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County and Mott MacDonald Florida, LLC, per the terms and conditions of PD 17-18.069, CEI (Construction, Engineering, Inspection) for South Old Corry Field Road Bridge Replacement and Sidewalk & Drainage Improvements, for a lump sum of $103,290.

[Funding: Fund 353, Local Option Sales Tax (LOST) IV; Cost Center 210106, Transportation and Drainage; Object Code 56301, Rehabilitation of Countywide Bridge System]

13. Recommendation Concerning Contract Award for Re-Bid Pensacola Beach Sign Frame Replacement - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Kenco Sign and Awning, LLC, per the terms and conditions of PD 17-18.099, Re-Bid Pensacola Beach Sign Frame Replacement for the Alternate Bid 1 amount of $262,440.90, (installation of a complete new sign and frame).

[Funding: Fund Number 167, Bob Sikes Toll Fund; Cost Center 140302, Bob Sikes Toll - Operation & Maintenance; Object Code 56301, Improvements Other Than Buildings]

14. Recommendation Concerning Contract Award for Clerk of the Courts IT Modifications MC Blanchard - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Birkshire Johnstone, LLC, per the terms and conditions of PD 17-18.087, Clerk of the Courts IT Modifications MC Blanchard, in the amount of $88,800.

[Funding: Fund 001, General Fund; Cost Center 310204, Facilities Priority One; Object Code 56201, Buildings]

15. Recommendation Concerning the Contract Award for Re-Solicit Special Magistrate - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action concerning the Agreement for Special Magistrate, PD 17-18.077, Re-Solicit Special Magistrate:

A. Award, and authorize the Chairman to sign, Continuing Contracts to John B. Trawick, P.L.L.C., Farrar Law Firm, P.A. and Robert O. Beasley, P.A., per the terms and conditions of PD 17-18.077, Re-Solicit Special Magistrate, based on the following fees:

1. Special Magistrate, in the amount of $155 per hour; and

2. Paralegal in the amount of $75 per hour; and

B. Authorize the Department(s), in conjunction with the Office of Purchasing to issue Purchase Orders as required.

[Funding: Fund 103, Code Enforcement Fund, Cost Center 290101, Object Code 53101]

16. Recommendation Concerning Contract Award for Re-Bid Old Courthouse 2nd Floor Restroom ADA Modifications - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Emerald Coast Constructors, Inc., per the terms and conditions of PD 17-18.078, Re-Bid Old Courthouse 2nd Floor Restroom ADA Modifications, in the amount of $53,030.

[Funding: Fund 129, CDBG Entitlement Fund; Cost Center 370224, 2015 CDBG Other; Object Code 56201, Buildings]

17. Recommendation Concerning Contract Amendment and Second Extension for Low Income Direct Emergency Assistance Program (LIDEAP) - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the Chairman to sign the Second Amendment of Agreement for Low Income Direct Emergency Assistance Program (LIDEAP), PD 15-16.030, to be amended to reflect that Escarosa Coalition on the Homeless, Inc., is now conducting business in the State of Florida under the name Opening Doors Northwest Florida (NWFL), Inc., a Florida not for profit corporation.

[Funding: Fund 001 General Fund, Cost Center 370102, Object Code 58201]

18. Recommendation Concerning the Safe Routes to School Grant Applications Submission - Joy Jones, P.E., Public Works Department Director

That the Board take the following action concerning the Safe Routes to School (SRTS) Grant Applications for 2018:

A. Authorize the County Administrator, or designee, to submit the following Safe Routes To School (SRTS) Grant Applications:

1. Longleaf Elementary School, Pine Forest High School, and West Florida High School - Sidewalks on Wymart Road from Hollyhill Road to Longleaf Drive - Commission District 1;

2. Warrington Elementary School - Sidewalks on Manchester Street from Druid Drive to Barrancas Avenue (State Road [SR] 292), and sidewalks on Park Drive from Manchester Street to Manchester Street - Commission District 2;

3. Ensley Elementary School - Sidewalks on East Johnson Avenue from the school to Cody Lane - Commission District 3;

4. C. A. Weis Elementary School - Sidewalks and crosswalks on Cross Street from "W" Street (County Road [CR] 453) to the school, and from Pace Boulevard (SR 292) to the school - Commission District 3;

5. Holm Elementary School and Workman Middle School - Sidewalks along Burgess Road (CR 742) from Sanders Street to Lanier Drive - Commission District 4; and

6. Ransom Middle School and Kingsfield Elementary School - Sidewalks along West Kingsfield Road from the school entrance to Highway 97(CR 97) - Commission District 5; and

B. Authorize the County Administrator, or designee, to sign all related documents without further action of the Board, and upon Legal review, if necessary.

[No funding is required for the project applications; however, the local agency will be required to maintain the improvements, if constructed. Requested grant funds are initially for design, and/or construction, depending on the awarded amount]

19. Recommendation Concerning Funding for the Beacon Addition to Existing Johnson Avenue Pedestrian Crossing - Joy Jones, P.E., Public Works Department Director

That the Board take the following action concerning the funding for the Beacon Addition to Existing Johnson Avenue Pedestrian Crossing:

Approve transferring $3,700 to the Traffic and Transportation Operations operating budget for the Beacon Addition to Existing Johnson Avenue Pedestrian Crossing from Commissioner Grover Robinson's discretionary funds.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 211201, "Transportation and Traffic Operations"]

20. Recommendation Concerning the Florida-Alabama Transportation Planning Organization Transportation Alternatives Program Project Applications for Escambia County, Florida - Joy Jones, P.E., Public Works Department Director

That the Board take the following action regarding the proposed State of Florida, Department of Transportation, District 3 Applications for Multi-Modal Facilities:

A. Approve submittal of Applications for the Florida-Alabama Transportation Planning Organization (TPO) Transportation Alternatives Program (TAP) funds to design and construct the multi-modal facilities at the following locations: 1. Sidewalks along Dog Track Road (CR [County Road] 297) from Blue Angel Parkway (SR [State Road] 173) to US 98 (SR 30) - Design - Commission District 1;

2. Multi-Use Path along Perdido Key Drive (SR 292) from the State Park Entrance to Theo Baars Bridge - Construction - Commission District 2;

3. Sidewalks along Chemstrand Road (CR 749) from Johnson Avenue to Nine Mile Road (SR 10) - Construction - Commission District 3;

4. Sidewalks along Olive Road (CR 290) from North Palafox Street (CR 295A) to Cody Lane - Design - Commission District 3;

5. Sidewalks along Olive Road (CR 290) from Cody Lane to Davis Highway (SR 291) - Design - Commission District 4;

6. Sidewalks along Chemstrand Road (CR 749) from existing sidewalks north of Nine Mile Road (SR 10) to existing sidewalks south of Ten Mile Road (CR 99) - Construction - Commission District 5; and

7. Sidewalks along Nine and ½ Mile Road from Pine Forest Road (CR 297) to Stefani Road (CR 489), and along Stefani Road (CR 489) from Nine Mile Road (SR 10) to the Escambia County Extension Office - Design - Commission District 5;

B. Adopt a Resolution in support of the Applications for the Transportation Alternatives Program Projects; and

C. Authorize the Chairman or Vice Chairman to sign the Transportation Alternatives Program Projects Applications, the Resolution, and any subsequent documents may be needed for proper submission.

[Funding: No local funding match is required. However, the Board allocated $1M towards the Chemstrand Road Sidewalks (Nine Mile Road to Ten Mile

Road) Project from LOST IV, and staff plans to leverage those funds as local match incentive for TAP funding (total construction cost estimate of $2.5-3M)]

21. Recommendation Concerning the Donation from District 4 Discretionary Funds for the HER Foundation - Commissioner Grover C. Robinson, IV, District 4

That the Board approve the contribution of $3,000 of discretionary funds by Commissioner Grover Robinson to the HER Foundation, per the Monument to Women Veterans' request, to help purchase a suppression kitchen hood vent for the only Homeless Female Veteran's Shelter on the Gulf Coast.

[Funding: Fund 001, General Fund, Board of County Commissioners' Discretionary Money, Cost Center 110101, Object Code 58201]

22. Recommendation Concerning Issuance of Not Exceeding $50,000,000 Escambia County, Florida, Capital Improvement Refunding Revenue Bonds, Series 2018 to Refund the Escambia County, Florida Capital Improvement Refunding Revenue Bond, Series 2011, Escambia County, Florida Capital Improvement Revenue Note, Series 2013 and Escambia County, Florida Sales Tax Refunding Revenue Bond, Series 2011 - JoLinda Herring, Shareholder, Bryant Miller Olive P.A.

That the Board of County Commissioners (the "Board") adopt a Resolution (the "Resolution") authorizing the issuance and sale of not exceeding $50,000,000, Escambia County, Florida Capital Improvement Refunding Revenue Bonds, Series 2018 (the "Series 2018 Bonds"), which Resolution includes (i) approval of the refunding of the County's Capital Improvement Refunding Revenue Bond, Series 2011; Capital Improvement Revenue Note, Series 2013, and Sales Tax Refunding Revenue Bond, Series 2011 (collectively, the "Refunded Obligations"), (ii) approval of a form of Bond Purchase Agreement among the County, RBC Capital Markets, LLC, Raymond James & Associates, Inc. and Wells Fargo Bank, National Association, (iii) approval of the distribution of a Preliminary Official Statement and authorization of a final Official Statement, (iv) approval of a form of Continuing Disclosure Certificate and (v) designation of U.S. Bank National Association as both Paying Agent and Escrow Agent.

23. Recommendation Concerning the Contract Award for the Roadway Materials Pricing Agreement - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board award an Indefinite Quantity, Indefinite Delivery Contract for PD 17-18.096, Roadway Materials Pricing Agreement, to the following firms based on pricing provided, which shall extend for a period of 12 months, with the option to extend for two additional 12-month periods, up to a maximum 36 months renewed upon mutual agreement of both parties, and approve and authorize the County Administrator to sign the Agreements:

A. Roads, Inc. of NWF;
B. Panhandle Grading and Paving, Inc.; and
C. Midsouth Paving, Inc.

[Funding: Fund 352, Local Option Sales Tax III, Cost Center 210107, Object Code 56301, Various Projects – $850,000; Fund 181, Master Drainage Basins, Cost Centers 210719-210736, Object Code 56301 – $50,000; Fund 175, Transportation Trust Fund, Cost Center 210402, Object Code 55301 – $300,000; Fund 401, Solid Waste Management, Cost Center 230309 [Closed Landfills], Object Code 55301 – $50,000; Fund 401, Solid Waste Management, Cost Center 230314 [Operations], Object Code 55301 – $200,000; and Fund 401, Solid Waste Management, Cost Center 230315 [Projects], Object Code 56301 – $500,000]

III. For Discussion

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

   That the Board approve the following allocations of Law Enforcement Trust (LET) Funds, per the requirements of F.S. 932.7055(5) for Outside Agency partners in Escambia County for Fiscal Year 2018/2019:

   A. Covenant Alzheimer's Services, in the amount of $5,000;

   B. Fellowship of Christian Athletes, in the amount of $800;

   C. Pace Center for Girls, in the amount of $20,000;

   D. Epps Christian Center, Inc., in the amount of $2,500; and

   E. Waterfront Rescue Mission, Inc., in the amount of $2,500.

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

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

2. Recommendation Concerning Local Government Area of Opportunity for RFA 2018-110 Housing Credit Financing for Affordable Housing Developments Located in Medium Counties - Tonya Gant, Neighborhood & Human Services Director

   That the Board select one development and approve and authorize the County Administrator or Assistant County Administrator to sign the Local Government Verification of Contribution Loan Form in support of the Local Government Area of Opportunity for RFA 2018-110 Housing Credit Financing for Affordable Housing Developments located in Medium Counties.

   [Funding: Escambia County Housing Finance Authority; Fund 120, SHIP; and/or Fund 124, Affordable Housing]

3. Recommendation Concerning a Reappointment or Appointment to the Tourist Development Council - Amy Lovoy, Acting County Administrator

That the Board take the following action concerning the Tourist Development Council (TDC):

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

B. Reappoint Gregory Jones to the Tourist Development Council for a four-year term, effective December 1, 2018, through November 30, 2022, to serve as an “Interested in Tourism” appointee; or

C. Appoint David M. Bear to the Tourist Development Council, for a four-year term, effective December 1, 2018, through November 30, 2022, to serve as an “Interested in Tourism” appointee.

A general alert was posted by Escambia County's Community and Media Relations Office on the County's website from September 26, 2018, through October 10, 2018, to seek residents interested in volunteering to be considered for an appointment as an "Interested in Tourism" appointee on the TDC. Mr. Jones and Mr. Bear are the only citizens who expressed an interest in serving.

4. Recommendation Concerning the Acquisition of Real Property Located at 2700 Silhouette Drive for the Bristol Park - Ashbury Hills Area Project - Joy Jones, P.E., Public Works Department Director

That the Board either approve, by super-majority vote or deny the following action:

A. Authorize the purchase of real property located at 2700 Silhouette Drive from John and Angela Russo, for the Bristol Park - Ashbury Hills Area Project, for the average of the county's highest appraised value of $365,000 and the owner's provided appraisal of $385,000, which equals $375,000;

B. Authorize County staff to draft the Contract for Sale and Purchase for the acquisition of real property (approximately 0.70 acres) located at 2700 Silhouette Drive, from John and Angela Russo, and to bring the executed Contract back before the Board; and

C. Authorize the County Attorney's Office to prepare, and the Chairman or Vice Chairman to execute, subject to Legal review and sign-off, any documents necessary to complete the acquisition of this property without further action of the Board (if the purchase is approved).

[Funding Source: Fund 352, Local Option Sales Tax (LOST) III, Cost Center 210120, Object Code 56101, Project #16EN3595]

This Property is located in Commission District 5.

5. Recommendation Concerning Local Government Verification of Contribution Loan Forms for RFA 2018-116 SAIL Financing of Affordable Multifamily Developments with Bonds and Housing Credits -Tonya Gant, Neighborhood & Human Services Director

That the Board approve and authorize the Acting County Administrator to sign the Local Government Verification of Contribution Loan Forms for developments meeting the minimum County-specified requirements that are applying for the Florida Housing Finance Corporation (FHFC) RFA 2018-116 SAIL Financing of Affordable Multifamily Developments with Tax-Exempt Bonds and Non-Competitive Housing Credits.

(**Application information and funding amounts will be distributed under separate cover**.)

[Funding: Escambia County Housing Finance Authority; Fund 120, SHIP; and/or Fund 124, Affordable Housing]

6. Recommendation Concerning the Acquisition of Real Property for the Bristol Park-Ashbury Hills Area Project - Joy Jones, P.E., Public Works Department Director

That the Board, in accordance with Section 46-139 of the Escambia County Code of Ordinances, and consistent with Federal Emergency Management Agency (FEMA) acquisition requirements, either approve by super-majority or deny the following action regarding the acquisition of real property for the Bristol Park-Ashbury Hills Area project:

A. Authorize the purchase of the following parcel in accordance with the terms and conditions contained in the Contract for Sale and Purchase, and Hazard Mitigation Grant Program (HMGP) Guidelines:

Property Owner	Property Address	Parcel Size	Purchase Price
Kiker, James W.	9990 Bristol Park Road	approx. 0.83 acres	$290,000

B. Approve the Contract for Sale and Purchase for the acquisition of real property located in the Bristol Park-Ashbury Hills Subdivision;

C. Authorize the payment of documentary stamp taxes and recording fees pursuant to the HMGP Guidelines; and

D. Authorize the County Attorney's Office to prepare and the Chairman or Vice Chairman to execute any documents, subject to Legal review and sign-off, necessary to complete the acquisition of this property without further action of the Board (if the purchases are approved).

[Funding Source: Fund 352, "Local Option Sales Tax III," Cost Center 210120, Object Code 56101, Project #16EN3595]

This property is located in Commission District 5.

7. Recommendation Concerning Floridian Ditch Restoration/Godwin Lane Pit Regional Pond Project - Joy Jones, P.E., Public Works Department Director

That the Board authorize staff to negotiate with Esplanade Communities of Florida, LLC, to bring back to the Board an Agreement that would allow the proposed Embers Ridge Subdivision to use County-owned property for stormwater purposes, upon appropriate improvements and payment by Esplanade.

This project is located in Commission District 1.

COUNTY ATTORNEY'S REPORT

I. For Action

1. Recommendation Concerning Amending the Unlawful Harassment Policy, Section II, Part C. 38.

   That the Board adopt the attached amended Unlawful Harassment Policy. Since its original adoption on April 17, 2018, the Board approved a negotiated settlement agreement with the EEOC in which the County agreed to amend and adopt an updated anti-harassment policy with clear, multiple avenues for employees to make complaints, whether in writing or orally.

II. For Information

1. Recommendation Concerning *Escambia County Board of County Commissioners v. Eager Beaver, LLC*, First District Court of Appeal Case No.: 1D17-3231

   That the Board accept the permit and conditional use authorization granted by the Director of Development Services on behalf of the Board of County Commissioners for Eager Beaver, LLC to operate as a vegetative yard trash recycling/processing facility (LCD recycling) located at 2170 Longleaf Drive, Pensacola, Florida 32505, as required by the Court pursuant to orders rendered by the Escambia County Circuit Court, Case No. 2017 CA 000030, and the First District Court of Appeal, Case No. 1D17-3231. The orders directing the issuance of the conditional use and permit are attached to this recommendation.

14. Items added to the agenda.

15. Announcements.

16. Adjournment.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15011 **Proclamations 7.**
BCC Regular Meeting
Meeting Date: 11/01/2018
Issue: Adoption/Ratification of Proclamations
From: Amy Lovoy, Assistant County Administrator
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Proclamations.

Recommendation: That the Board take the following action:

A. Adopt the Proclamation commending and congratulating Mike Dixon, an Equipment Operator IV in the Operations Division of the Waste Services Department, on his selection as "Employee of the Month" for November 2018;

B. Adopt the Proclamation paying tribute to the life of Mr. Grover "Papa Rock" Rivers and recognizing his service to the community he loved so much;

C. Adopt the Proclamation proclaiming November 10 - 18, 2018, as "National Hunger and Homelessness Awareness Week" and encouraging all citizens to recognize that many people do not have housing and need support from citizens and private and public nonprofit service entities;

D. Adopt the Proclamation proclaiming November 2018 to be American Diabetes Month in Escambia County, Florida, and encouraging all Americans to recognize American Diabetes Month and be part of the American Diabetes Association's movement to confront, fight and, most importantly, change the future of this deadly disease; and

E. Ratify the Proclamation dated October 11, 2018, paying tribute to Dr. Reverend James S. Young, Sr., by recognizing his leadership and invaluable service to the Church and to Escambia County.

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

Employee of the Month
Grover Papa Rock Rivers
National Hunger and Homelessness Awareness Week
American Diabetes Month
Dr. Reverend James S. Young, Sr.

PROCLAMATION

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

***WHEREAS**, Mike Dixon, an Equipment Operator IV, working as a Lead Operator in the Landfill Operations Division of the Waste Services Department, began his employment with the County on October 13, 2009, and is selected for "Employee of the Month" for November 2018, for the standards of excellence that he has displayed in the performance of his duties; and*

***WHEREAS**, Mr. Dixon effectively oversees resources assigned to him for maximum results and works diligently to ensure jobs are completed accurately and on time. He is very versatile in his heavy equipment operating ability and has the capacity to hear, feel, and see what is happening under and around him while operating. As with any well-experienced heavy equipment operator, Mike has good hand-foot-eye coordination and the ability to gauge distances and sizes. He also possesses a mechanical aptitude which enhances his ability to diagnose heavy equipment performance problems, which strengthens his operator capacity; and*

***WHEREAS**, Mr. Dixon has volunteered and successfully completed training to become a Certified High-Density Polyethylene Pipe Welder. This certification has allowed Waste Services to perform pipe welding in-house versus outsourcing this task. Because of his efforts, the Department has realized a cost savings and more flexibility to accomplish landfill gas and leachate collection, pipe fabrication, and the ability to perform repairs as needed; and*

***WHEREAS**, Mike routinely champions accomplishing challenging earthwork tasks under a variety of conditions associated with steep slopes, wet conditions, limited mobility of heavy equipment, and inclement weather conditions. He consistently expresses a "can do" attitude that is infectious to his subordinates, peers, and supervisors. Mike works diligently to train less-experienced operators, and as a result, permit required site maintenance activities are accomplished satisfactorily in a safe manner; and*

***WHEREAS**, Mr. Dixon demonstrates a level of compassion, desire, and the willingness to be successful and to serve the citizens of Escambia County. He has the desire to learn each day rather than just report for duty. He exhibits character and a strong work ethic that his peers can aspire to and respect as a Lead Equipment Operator. Waste Services considers Mr. Dixon to be a very valuable asset to the citizens of Escambia County and particularly to the Waste Services Department.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, commends and congratulates Mike Dixon on his selection as the "Employee of the Month" for November 2018.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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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

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Deputy Clerk

Adopted: November 1, 2018

PROCLAMATION

***WHEREAS**, Grover "Papa Rock" Rivers was an Alabama native who worked in the Black Radio industry in Mississippi; Pensacola, Florida; Mobile, Alabama; and Chattanooga, Tennessee; and*

***WHEREAS**, Papa Rock began a 54-year long career at WMOZ in Mobile, Alabama, which included his work in Pensacola at WBOP 980 AM in 1960; and*

***WHEREAS**, he spent most of his life establishing a career in the music industry. This was during the segregation period that produced the "Chitlin Circuit" and Black Radio as a strong viable force in the music industry and in the African-American community in general; and*

***WHEREAS**, in an interview, Papa Rock told the story of how he first came to Pensacola on the Trailways Bus Line, looking for a position at WBOP. As the story goes, when he arrived at WBOP, he found out that three of the on-air staff had the flu, and he was hired immediately to fill in. Once the staff returned from their illness, he was let go and he returned to Mobile. Once the radio listening public found out that he was gone, there was a popular community campaign to bring him back, and in March of 1960, WBOP hired him as an on-air personality in Pensacola; and*

***WHEREAS**, he soon became a fixture at Pensacola's WBOP, where he played old-school soul classics and delivered community news and announcements; and*

***WHEREAS**, Papa Rock has been recognized for his contribution to the music industry with awards which included the E. Rodney Jones Award and the Lifetime Achievement Award South Blues Network, Jackson, Mississippi; and*

***WHEREAS**, Papa Rock joined the Cumulus Family in 2005 with his legendary Blues Shows that could be heard every week on Magic 106.1. He had strong ties in the community with his unique ear for music and his relationship with his listeners; and*

***WHEREAS**, he hosted a weekly Saturday program playing southern soul. One of his favorite sayings when he liked a song was, "It sounds so nice, I think I'm going to back it up and do it twice."*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, pays tribute to the life of Mr. Grover "Papa Rock" Rivers and recognizes his service to the community he loved so much.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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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: November 1, 2018

PROCLAMATION

***WHEREAS**, for the past several years the National Coalition for the Homeless and National Student Campaign Against Hunger and Homelessness have sponsored "National Hunger and Homelessness Awareness Week"; and*

***WHEREAS**, the purpose of this Proclamation is to educate the public about the many reasons people are hungry and homeless, which includes a shortage of affordable housing in Escambia County, Florida, for very low-income residents and to encourage support for homeless assistance service-providers, as well as, support for community service opportunities for students and school service organizations; and*

***WHEREAS**, Opening Doors Northwest Florida, Inc., which includes many organizations, is committed to providing shelter, supportive services, meals, and food supplies to the homeless; and*

***WHEREAS**, the theme of "National Hunger and Homelessness Awareness Week" 2018 is "Changing the way homelessness is being addressed for those who are living, or close to living, without a home because everyone deserves a safe place to sleep at night"; and*

***WHEREAS**, the Board of County Commissioners recognizes that hunger and homelessness continue to be a serious problem for many individuals and families in Escambia County; and*

***WHEREAS**, the intent of "National Hunger and Homelessness Awareness Week" is consistent with the activities of Opening Doors Northwest Florida, Inc.*

***NOW, THEREFORE**, the Board of County Commissioners of Escambia County, Florida, hereby proclaims November 10-18, 2018 as*

"NATIONAL HUNGER AND HOMELESSNESS AWARENESS WEEK"

***BE IT FURTHER PROCLAIMED**, that the Board of County Commissioners encourages all citizens to recognize that many people do not have housing and need support from citizens and private and public nonprofit service entities.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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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: November 1, 2018

PROCLAMATION

***WHEREAS**, in the United States, more than 30 million people – including 2,400,000 in Florida – have diabetes, a serious disease with potentially life-threatening complications including heart disease, stroke, blindness, kidney disease, and amputation; and*

***WHEREAS**, an additional 84 million people in the United States are at risk of developing type 2 diabetes; and*

***WHEREAS**, approximately every 21 seconds, someone in the United States is diagnosed with diabetes; and*

***WHEREAS**, an increase in community awareness is necessary to put a stop to the diabetes epidemic.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, does hereby proclaim November 2018, to be American Diabetes Month® in Escambia County, Florida, and encourages all Americans to recognize American Diabetes Month and be part of the American Diabetes Association's movement to confront, fight and, most importantly, change the future of this deadly disease.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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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

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Deputy Clerk

Adopted: November 1, 2018

PROCLAMATION

***WHEREAS**, on February 9, 1920, Dr. Reverend James S. Young, Sr., was born in Santa Rosa County, Florida, to Reverend and Mrs. Mose Young; and*

***WHEREAS**, on June 11, 1960, Reverend Young, Sr., wed Ms. Marie Young and together they had one son, James "Jay" Young, Jr.; and*

***WHEREAS**, Reverend Young, Sr., spent 61 years in the ministry at the same church, Mount Canaan Missionary Baptist Church of Pensacola, Florida. "Moses led the people in the wilderness for 40 years; David ruled the Kingdom for 40 years; but Reverend Young, Sr., ministered to Mount Canaan Missionary Baptist Church for 61 years"; and*

***WHEREAS**, not only was Reverend Young, Sr., a soldier in the ministry, he was also instrumental in the Civil Rights Movement in Pensacola, Florida. He often represented and negotiated for black employees at the Naval Air Station during this period and worked closely with local ministers and leaders to form a coalition to lead boycotts throughout the City and County; and*

***WHEREAS**, Reverend Young, Sr., organized the Pensacola Chapter of the Southern Christian Leadership Conference over 50 years ago. The Southern Christian Leadership Conference, an African-American civil rights organization, is a nationwide organization made up of chapters and affiliates with programs that affect the lives of all Americans. Its sphere of influence and interests have become international in scope because the human rights movement transcends national boundaries; and*

***WHEREAS**, in 2013, Dr. Reverend James S. Young, Sr., retired and preached his final sermon at his home church, Mount Canaan Missionary Baptist Church. Taken from Hebrews 13:8, he said, "Jesus Christ is the same yesterday and today and forever"; and*

***WHEREAS**, Dr. Reverend James S. Young, Sr., went home to be with his Lord on September 29, 2018. He will be sorely missed by all.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, pays tribute to Dr. Reverend James S. Young, Sr., by recognizing his leadership and invaluable service to the Church and to Escambia County.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Lumon J. May, Vice Chairman
District Three

Jeff Bergosh, Chairman, District one

Grover C. Robinson, IV, District Four

Douglas Underhill, District Two

Steven Barry, District Five

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

Deputy Clerk

Dated: October 11, 2018

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15089 **Proclamations 8.**
BCC Regular Meeting
Meeting Date: 11/01/2018
Issue: Retirement Proclamations
From: Eric Kleinert, Department Director
Organization: Human Resources
CAO Approval:

RECOMMENDATION:
Retirement Proclamations.

Recommendation: That the Board take the following action concerning retirement Proclamations:

A. Adopt the Proclamation commending and congratulating William "Freddie" Burch, Public Works Department, on 20 years of dedicated service;

B. Rescind the Board's action of February 15, 2018, Item #7F, adopting the retirement Proclamation commending and congratulating Gregory L. Young, Corrections Department, on 24 years of dedicated service;

C. Adopt the retirement Proclamation commending and congratulating Gregory L. Young, Corrections Department, on 25 years of service; and

D. Ratify the Proclamation, dated August 21, 2018, commending and congratulating Albert D. Hutley, Facilities Management, on 20 years of service;

BACKGROUND:
N/A

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

110118retprocs

PROCLAMATION

WHEREAS, *William "Freddie" Burch worked as a County employee very faithfully for 20 years, retiring as an Engineering Technician on the Survey Team with the Public Works Department, Transportation & Traffic Operations Division; and*

WHEREAS, *William "Freddie" Burch has consistently exemplified tenacity, determination, great customer service, mentorship, and personified the County's desire to sincerely and effectively care for the safety and wellbeing of the citizens of Escambia County; and*

WHEREAS, *William "Freddie" Burch received Employee of the Month for the Board of County Commissioners in September 2005 and for the Engineering Division in March 2014; and*

WHEREAS, *William "Freddie" Burch was recognized by the Board of County Commissioners on July 7, 2005 for participating and finishing first place in the 11th Annual American Public Works Association (APWA), Florida Chapter, Big Bend Branch Equipment Road-E-O, held in Tallahassee; and*

WHEREAS, *William "Freddie" Burch was recognized by the Board of County Commissioners on July 24, 2008 for outstanding performance as a representative of Escambia County at the American Public Works Association, Florida Chapter Equipment Rodeo. In a field of more than 100 competitors, the Escambia County team members finished third overall; and*

WHEREAS, *William "Freddie" Burch has been an invaluable member of the Surveying discipline with the Transportation & Traffic Operations Division and has been a true asset to the department, leading the survey team with stellar leadership skills; and*

WHEREAS, *William "Freddie" Burch must be commended for his professional and personal dedication and service to the Escambia County residents, the Survey Community as a whole, the Transportation & Traffic Operations Division, and the Public Works Department; and*

WHEREAS, *William "Freddie" Burch will be deeply missed by his friends and colleagues.*

NOW, THEREFORE BE IT PROCLAIMED *that the Board of County Commissioners, on behalf of the citizens of Escambia County and fellow employees, commends and congratulates William "Freddie" Burch on his retirement.*

BE IT FURTHER PROCLAIMED *that the Board of County Commissioners of Escambia County expresses its appreciation to William "Freddie" Burch for 20 years of faithful and dedicated service as a County employee.*

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: November 1, 2018

PROCLAMATION

WHEREAS, *Albert D. Hutley has served Escambia County, Florida as an employee of the Board of Commissioner's very faithfully for 20 years, retiring as a Maintenance Technician, Facilities Management Department, Maintenance Division; and*

WHEREAS, *Mr. Hutley, was hired in February 1999 as a Maintenance Worker II as the junior member of the Facilities Management three person Night Shift crew tasked with performing the annual preventative maintenance on all the County's HVAC equipment. During his 20 years of service to the citizens of Escambia County, he continuously impressed his supervisors by going well beyond what was expected of him. Mr. Hutley embraced the difficult taskings seeing them as an opportunity to test his abilities, while expanding his technical knowledge. His talents and dedication were recognized with a promotion to Maintenance Mechanic I in 2000; and*

WHEREAS, *Mr. Hutley had firmly established himself as a technical expert in generator and small engine maintenance and repair. Because of his problem-solving skills, his fellow employees sought him out to assist them in resolving their difficult assignments. Mr. Hutley quickly became a "Go to Person." Mr. Hutley was again recognized for his outstanding professional performance by being promoted to Maintenance Mechanic II (Maintenance Technician) in April 2004; and*

WHEREAS, *Escambia County has been severely impacted by several hurricanes and storms, which caused many County facilities to lose their commercial electrical power. Once the winds lessened to 40 m.p.h., Mr. Hutley braved the wind and rain to place and connect an emergency generator to an affected building. Because of his steadfast commitment and dedication, the building's occupants could serve the citizens of Escambia County; and*

WHEREAS, *Mr. Hutley has earned numerous accolades throughout his career from his supervisors, peers, and County employees for his untiring work ethic, professionalism, and unwavering commitment to his public service and our citizens of Escambia County.*

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

BE IT FURTHER PROCLAIMED *that the Board of County Commissioners of Escambia County expresses its appreciation to Mr. Albert Hutley for 20 years of faithful and dedicated service as a County employee.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Jeff Bergosh, Chairman, District One

Lumon J. May, Vice Chairman, District Three

Doug Underhill, District Two

Grover C. Robinson, IV, District Four

Steven Barry, District Five

ATTEST: PAM CHILDERS,
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

Deputy Clerk

Dated: August 21, 2018

PROCLAMATION

***WHEREAS**, Gregory L. Young worked as a County employee very faithfully for 25 Years, retiring as a Senior Corrections Officer with the Corrections Department, Jail Division; and*

***WHEREAS**, Gregory L. Young has been an invaluable member of the Corrections team since February 1, 1993, when he accepted a Corrections Officer position with the Corrections Department and was a true asset to the agency and his shift; and*

***WHEREAS**, Gregory L. Young has worked to bring kindness and love to the lives of his family and co-workers and has always went above and beyond his call of duty; and*

***WHEREAS**, Gregory L. Young must be commended for his professional and personal dedication and service to the Corrections Department; and*

***WHEREAS**, Gregory L. Young will be deeply missed by his friends and colleagues and his leadership skills were stellar.*

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

***BE IT FURTHER PROCLAIMED** that the Board of County Commissioners of Escambia County expresses its appreciation to Gregory L. Young for 25 years of faithful and dedicated service as a County employee.*

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: November 1, 2018

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15056 **Public Hearings 10.**
BCC Regular Meeting
Meeting Date: 11/01/2018
Issue: 5:31 p.m. Public Hearing - Vacation of a Portion of Delano Street
From: Joy Jones, Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

5:31 p.m. Public Hearing for consideration of the Petition to Vacate a Portion of Delano Street, as petitioned by James W. Kiker.

Recommendation: That the Board take the following action regarding a Petition to Vacate a portion of Delano Street:

A. Approve or deny the Petition to Vacate a portion of Delano Street (1,001 feet), as petitioned by property owner, James W. Kiker;

B. Accept the Hold Harmless Agreement;

C. Adopt the Resolution to Vacate; and

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

This Petition to Vacate request is located in Commission District 3.

BACKGROUND:

This portion of Delano Street is located east of Market Street and runs parallel to Fairfield Drive.

The petitioner, James Kiker (agent, Teresa Kiker), has filed a Petition to Vacate 1,001 feet of Delano Street, lying east of the Market Street intersection. Mr. Kiker, of Kikers-U-Pull-it, owns the property on both the north and south side of this portion of Delano Street. The purpose of the request is for customer safety, theft

prevention, and the prevention of other inappropriate activities that have taken place on the roadway between the two Kiker-owned parcels.

Staff has reviewed the request. Transportation and Traffic Operations staff cannot support the request due to insufficient room for vehicles to turn around in what will become the new terminus of the roadway. Stormwater Management staff have no objections but do recommend that the property owner make drainage provisions within the area. All utility companies in the area have been contacted. AT&T, Emerald Coast Utilities Authority (ECUA), Gulf Power and Pensacola Energy require an easement in the petition area. Pensacola Energy also has a natural gas main in the area. If the request is approved, Pensacola Energy has agreed to cut and cap the existing gas main at the expense of the petitioner. The petitioner and his agent have been made aware of all concerns and are willing to create a means for vehicles to turn around at what will be the new terminus of Delano Street.

Notifications were sent to the surrounding property owners within a 500' radius of the area mentioned in the Petition to Vacate.

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:

Upon Board approval of the Petition to Vacate, the necessary documents will be signed and it will be the responsibility of the Petitioner to have the documents recorded in the public record and to advertise the required public notifications.

Attachments

Resolution - Delano Street
Hold Harmless - Delano Street
Notice of Adoption - Delano Street
Certification of Property Owners - Delano Street
Aerial Map - Kiker

RESOLUTION NUMBER R_____-_____

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

WHEREAS, James W. Kiker ha[s] petitioned this Board to vacate, abandon, and close the following public rights-of-way, alleyway, or other lands and to renounce and disclaim the right of Escambia County, Florida and of the public, and;

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

LEGAL DESCRIPTION

THE WEST 1001.00 FEET OF THAT AS RECORDED IN DEED BOOK 536, PAGE 576 LYING AND BEING IN SECTION 9, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY FLORIDA.

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

WHEREAS, Petitioner(s), James W. Kiker, has caused to be published on October 11, A.D., 2018, notice in a newspaper of general circulation in Escambia County, Florida, of the filing of said petition and that a public hearing thereon would be held at 5:31 pm on November 1, 2018 in the Board meeting room, Escambia County Governmental Complex, Pensacola, Florida; and

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

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

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

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

LEGAL DESCRIPTION

THE WEST 1001.00 FEET OF THAT AS RECORDED IN DEED BOOK 536, PAGE 576 LYING AND BEING IN SECTION 9, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY FLORIDA.

and any rights of the County and the public in and to the above described land is hereby

surrendered, renounced and disclaimed; provided however, that the adoption and approval of this resolution by the Board of County Commissioners is conditioned on the above-described vacated area remaining subject to a utility easement in favor of AT&T, Emerald Coast Utilities Authority, Gulf Power, and Pensacola Energy.

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

ESCAMBIA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By_____
Jeff Bergosh, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By_____
Deputy Clerk

Adopted:_____

HOLD/HARMLESS AGREEMENT

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

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

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

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

LEGAL DESCRIPTION

THE WEST 1001.00 FEET OF THAT AS RECORDED IN DEED BOOK 536, PAGE 576 LYING AND BEING IN SECTION 9, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY FLORIDA.

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

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

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

Executed in the presence of:

Witness

Chris Tate
Print or type name

Witness

TERESA O. KIKER
Print or type name

Petitioner(s)
James W. Kiker
Print or type name(s)

Date: October 4, 2018

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 4th day of October, 2018, by James W. Kiker. He/She is (X) personally known to me, (X) produced current Florida/Other K260-459-26-168-0 driver's license as identification, and/or (___) produced current _____ as identification.

Notary Public
Kathleen Farnon
Print or type name

(Notary Seal must be affixed)

KATHLEEN FARNON
MY COMMISSION # FF985867
EXPIRES April 25, 2020
(407) 398-0153 FloridaNotaryService.com

Commission Expires: April 25, 2020
Commission Number: FF985867

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By_____
Jeff Bergosh, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By_____
Deputy Clerk

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

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

NOTICE IS HEREBY GIVEN that on November 1, A.D., 2018, in accordance with Sections 336.09 and 336.10, Florida Statutes and Vacation Policy - Section III(A) of the Board of County Commissioners Policy Manual, the Board of County Commissioners of Escambia County, Florida, adopted a resolution vacating, abandoning and closing use of that certain public road rights-of-way, alleyway, or other land in Escambia County, Florida, described as follows:

LEGAL DESCRIPTION

THE WEST 1001.00 FEET OF THAT AS RECORDED IN DEED BOOK 536, PAGE 576 LYING AND BEING IN SECTION 9, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY FLORIDA.

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

Dated this 1st day of November, A.D., 2018.

Board of County Commissioners
Escambia County, Florida

CERTIFICATION OF PROPERTY OWNERS
WITHIN 500 FEET

The undersigned petitioner(s), do es hereby certify that the individuals whose names and addresses are attached, represent all of those individuals owning property which lies within 500 feet of the public road rights-of-way, alleyway, or other land which is subject to the Petition to Vacate, Abandon, and Close Certain Public Road Rights-of-Way, Alleyway or Other Lands, dated October 4, 2018.

James W. Kiker x James W. Kiker
Petitioner(s)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Before me, the undersigned authority, personally appeared James W. Kiker who x personally known to me or who have/has produced FL DRIVER LICENSE K260-459-26-168-0 as identification and who is/are known to me to be the individual(s) described in and who acknowledged that has executed the foregoing Certification for the uses and purposes described herein.

WITNESS my hand and official seal this 4th day of October, A.D., 2018.

Kathleen Farnon
Notary Public

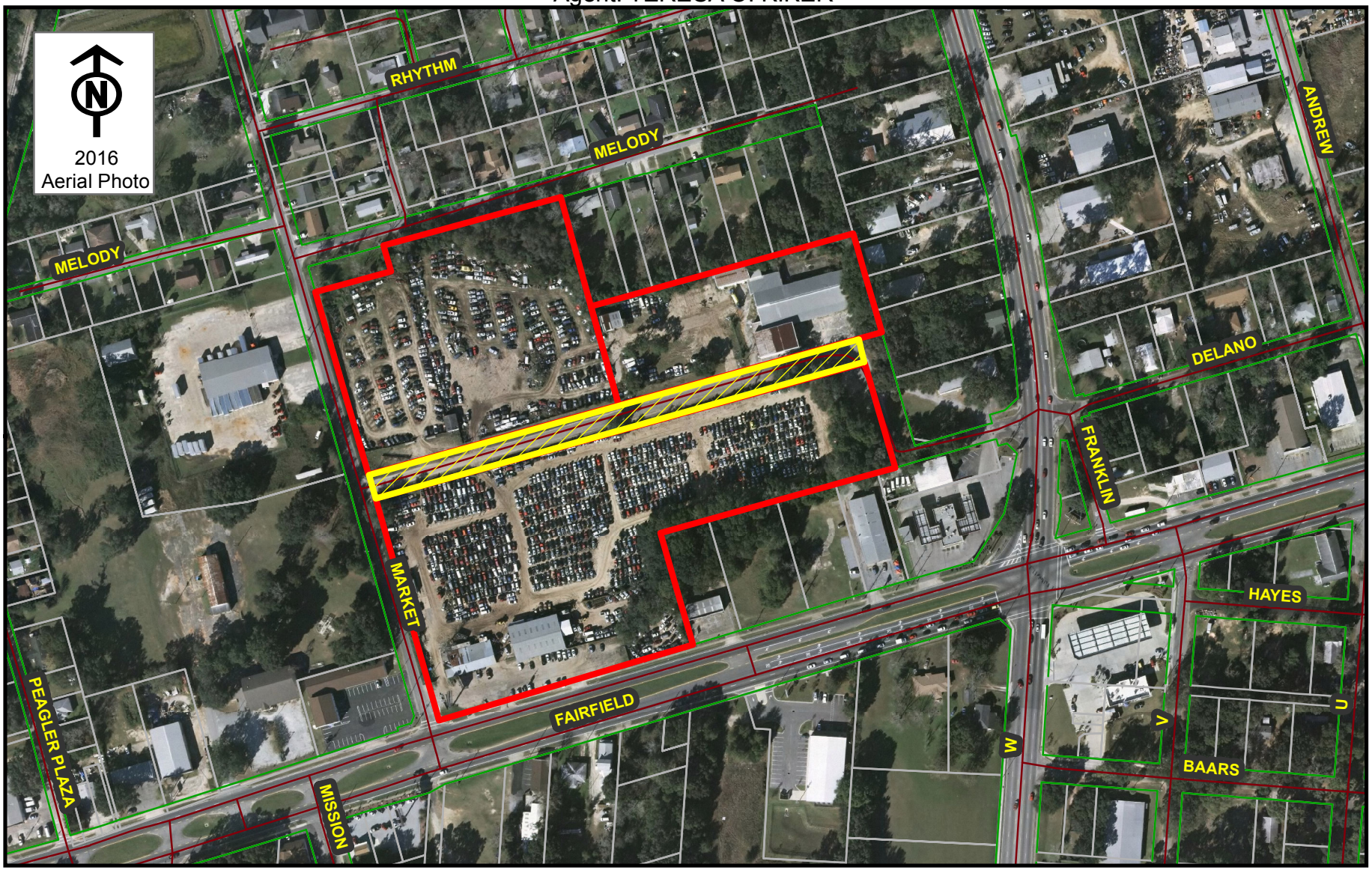
Kathleen Farnon
Print or type name

Commission Number:
Commission Expires:

KATHLEEN FARNON
MY COMMISSION # FF985867
EXPIRES April 25, 2020
(407) 398-0153 FloridaNotaryService.com

	Name	MailingAddr	CityState
1	MARLON D RODRIGUEZ AMADOR	343 FIRE WHEEL	SAN ANTONIO, TX 78245
2	EULA KATE BOOKER	2919 MELODY LN	PENSACOLA, FL 32505
3	JOHN A BOOTH	2634 W DELANO ST	PENSACOLA, FL 32505
4	BRENDAN INVESTMENTS INC	9515-D HOLSBERRY RD	PENSACOLA, FL 32534
5	WILLIE E & HAZEL MAE BRUNER	2924 MELODY LN	PENSACOLA, FL 32505
6	DUGGINS ENTERPRISES LLC &	2601 S 30TH AVE	MILTON, FL 32583
7	THOMAS M DUNN	553 MILESTONE BLVD	CANTONMENT, FL 32533
8	MARY LUCILLE EUBANKS	2948 BRECKENRIDGE DR	PENSACOLA, FL 32526
9	KATHERINE GARRETT VIDA	3224 NORTH W ST	PENSACOLA, FL 32505
10	CHARLES M & JOHNNIE M GRANT	10569 RHETT MCCONNELL RD	THEODORE, AL 36582
11	HOLY CROSS METROPOLITAN COMMUNITY INC	3130 W FAIRFIELD DR	PENSACOLA, FL 32505
12	HORTICULTURE INVESTMENT	3147 SONYA ST	PACE, FL 32571
13	TERESA KIKER	3294 CREEKWOOD DRIVE	CANTONMENT, FL 32533
14	JMG PROPERTIES LLC	3407 NORTH W ST	PENSACOLA, FL 32503
15	ROSCOE KIDD	5220 ZACHARY BLVD	PENSACOLA, FL 32526
16	LEE NATHAN HEAD OF PENSACOLA LLC	6727 DE LEN DR	PANAMA CITY, FL 32404
17	DOROTHY A LEWIS	2943 MELODY LN	PENSACOLA, FL 32505
18	WILLIE O LEWIS	2941 MELODY LN	PENSACOLA, FL 32505
19	LY VAN NGUYEN	2800 W FAIRFIELD DR	PENSACOLA, FL 32505
20	ANITA F PHILLIPS	7589 PINE MEADOWS LOOP	PACE, FL 32571
21	PREMIER GLOBAL LLC	3525 MCFARLAND BLVD E	TUSCALOOSA, AL 35405
22	PUCKETT OIL CO INC	7870 PITTMAN AVE	PENSACOLA, FL 32534
23	QCFS PROPERTY MANAGEMENT LLC	3319 NORTH W ST	PENSACOLA, FL 32505-3952
24	SOUTH CENTRAL STORES INC	P O BOX 30143	PENSACOLA, FL 32503
25	BENJAMIN & MARY STILL	2913 W MELODY LN	PENSACOLA, FL 32505
26	KIM TILLMAN	3320 N W ST	PENSACOLA, FL 32505
27	VCHILD HOLDINGS LLC	2496 W BAYSHORE ROAD	GULF BREEZE, FL 32563
28	WOS ENTERPRISES LLC	PO BOX 422	MILTON, FL 32572
29	JAMES D ZINIEWICZ	3309 NORTH W ST	PENSACOLA, FL 32505
30	STEPHEN W. POWELL	1840 KINGS WAY DRIVE	CANTONMENT, FL 32533
31	RAMANJIT K. BHATTI	2918 MELODY LANE	PENSACOLA, FL 32505
32	EST. OF FRANK J. CARTER	2801 W. FAIRFIELD DRIVE	PENSACOLA, FL 32505
33	ERNEST A. JAMES	5126 PECAN ROAD	OCALA, FL 34472
34	LERETHA SAVAGE	2976 MELODY LANE	PENSACOLA, FL 32505
	EST OF SARAH KNIGHT KENNEDY		
35	C/O MICHAEL KNIGHT	8141 CRYSTAL WELLS PLACE	PENSACOLA, FL 32514
36	EST OF FANNIE STALLWORTH	2974 MELODY LANE	PENSACOLA, FL 32505
37	JULIA GASTON LIFE EST.	2900 MELODY LANE	PENSACOLA, FL 32505
38	DAVID & ARMITENE HALL	7517 LILLIE LANE	PENSACOLA, FL 32526
39	JAMES GRIFFIN	PO BOX 3384	PENSACOLA, FL 32516
40	PRINTESS M. MITCHELL	1108 SUSSEX LANE	PENSACOLA, FL 32505
41	JAMES KIKER	9990 BRISTOL PARK ROAD	CANTONMENT, FL 32533
42	SAM PETTWAY	2942 W. MELODY LANE	PENSACOLA, FL 32505
43	WILLIAM CROSBY	2891 MAGNOLIA AVENUE	PENSACOLA, FL 32503
44	SPRINGLEAF HOME EQUITY, INC	1765 E. NINE MILE ROAD STE 7	PENSACOLA, FL 32514
45	ESCAMBIA COUNTY	221 PALAFOX PLACE STE 420	PENSACOLA, FL 32502
46	JOHNNIE BLOCKER	2930 MELODY LANE	PENSACOLA, FL 32505
47	GEORGE L. TOLBERT, JR.	2986 MELODY LANE	PENSACOLA, FL 32505
48	DANNIE LOUISE FOUNTAIN	3021 MELODY LANE	PENSACOLA, FL 32505
	REGIONS BANK LAKESHORE		
49	OPERATIONS CENTER -- ALBH70206A	201 MILAN PARKWAY	BIRMINGHAM, AL 35211

REQUEST TO VACATE: A PORTION OF DELANO STREET
Petitioner: JAMES W. KIKER
Agent: TERESA O. KIKER



ESCAMBIA COUNTY
ENGINEERING DIVISION

KPJ 6/14/18 DISTRICT 3

Petitioner's Property

Portion of Delano Street to be Vacated

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15090 **Public Hearings 11.**
BCC Regular Meeting
Meeting Date: 11/01/2018
Issue: 5:32 p.m. Second of Two Public Hearings to Designate 128 Airport Boulevard and the 6200 Block of North Palafox as Brownfield Sites
From: Chips Kirschenfeld, Director
Organization: Natural Resources
CAO Approval:

RECOMMENDATION:

5:32 p.m. Second of two Public Hearings to receive input on the designation of 128 Airport Boulevard and the 6200 Block of North Palafox as Brownfield Sites.

Recommendation: That the Board take the following action concerning the designation of 128 Airport Boulevard, Pensacola, Florida 32503 (Property Reference Numbers 35-1S-30-9002-002-012 and 35-1S-30-9002-007-008), and the 6200 Block of North Palafox Highway, Pensacola, Florida 32503 (Property Reference Number 36-1S-30-9002-000-003) as brownfield sites for the purpose of economic development and environmental rehabilitation:

A. Hold the second of two Public Hearings to receive input; and

B. Adopt and authorize the Chairman to sign the Resolution designating each of the three properties as a brownfield site within the Oakfield Community Redevelopment Area.

BACKGROUND:

The primary goals of the Brownfield Redevelopment Act (BRA) are to reduce public health and environmental hazards on existing commercial and industrial sites that are abandoned or underused due to these hazards; create financial and regulatory incentives to encourage voluntary cleanup and redevelopment of sites; derive cleanup target levels and a process for obtaining a "No Further Action" letter using Risk-Based Corrective Action principles; and provide the opportunity for Environmental Equity and Justice.

To qualify for the incentives offered through the BRA, a property must be officially designated a Brownfield via Resolution by the local governing entity. The applicants (owners) of all three properties are requesting the properties be designated as a brownfield in order to capture economic incentives offered through the State for voluntarily remediating existing environmental impacts on the subject properties. These sites meet the requirements as a brownfield as per Chapter 376.80 F.S. The applicants will not be requesting any local funding but will use the designation to apply for incentives available through the State Brownfield Redevelopment Program.

Notes:
1. The first of two Public Hearings was held at 5:32 p.m., on October 18, 2018.
2. Exhibit A-3 in the Resolution has been updated with complete legal description of property boundaries. Per Stephen G. West, Senior Assistant County Attorney, it is acceptable to replace the exhibit.

BUDGETARY IMPACT:

There is no budgetary impact to the County.

LEGAL CONSIDERATIONS/SIGN-OFF:

Stephen G. West, Senior Assistant County Attorney, has approved the Resolution as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Policy Section I, A (6)

IMPLEMENTATION/COORDINATION:

Brownfield Coordinator has been and will continue working with the property owners related to the process and implementation.

Attachments

Res-BrownfieldDesignation-Airport NPalafox

RESOLUTION R2018-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, DESIGNATING PROPERTIES LOCATED AT 128 AIRPORT BOULEVARD, PENSACOLA, FLORIDA 32503, IDENTIFIED BY PARCEL REFERENCE NUMBERS 35-1S-30-9002-002-012 AND 35-1S-30-9002-007-008, AND 6200 BLOCK NORTH PALAFOX HIGHWAY, PENSACOLA, FLORIDA 32503, IDENTIFIED BY PARCEL REFERENCE NUMBER 36-1S-30-9002-000-003, AS A BROWNFIELD SITE WITHIN THE OAKFIELD COMMUNITY REDEVELOPMENT AREA OF ESCAMBIA COUNTY FOR THE PURPOSE OF ECONOMIC DEVELOPMENT AND ENVIRONMENTAL REHABILITATION; AUTHORIZING THE NATURAL RESOURCES MANAGEMENT DEPARTMENT DIRECTOR TO NOTIFY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION OF THE DESIGNATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida has provided, in Sections 376.77-376.85, Florida Statutes, for the designation, by resolution, of certain contiguous areas consisting of one or more brownfield sites as "Brownfield Areas," and for the corresponding provision of economic development and environmental remediation for such areas; and

WHEREAS, Escambia County wishes to notify the Florida Department of Environmental Protection of its decision to designate a Brownfield Area for rehabilitation for purposes of Sections 376.77-376.85, Florida Statutes; and

WHEREAS, Escambia County has considered the following criteria set forth in Section 376.80(2)(c), Florida Statutes, and found that all have been satisfied:

1. A person who owns or controls a potential brownfield site is requesting the designation and has agreed to rehabilitate and redevelop the brownfield site;

2. The rehabilitation and redevelopment of the proposed brownfield site will result in economic productivity of the area, along with the creation of at least 5 new permanent jobs at the brownfield site that are full-time equivalent positions not associated with the implementation of the brownfield site rehabilitation agreement and that are not associated with redevelopment project demolition or construction activities pursuant to the redevelopment of the proposed brownfield site or area. However, the job creation requirement does not apply to the rehabilitation and redevelopment of a brownfield site that will provide affordable housing as defined in Section 420.0004, Florida Statutes, or the creation of recreational areas, conservation areas, or parks;

3. The redevelopment of the proposed brownfield site for distribution and wholesale warehousing by the person proposing the area for designation is consistent with the local comprehensive plan and is a permittable use under the applicable local land development regulations;

4. Notice of the proposed rehabilitation of the brownfield area has been provided to neighbors and nearby residents of the proposed area to be designated pursuant to Section 376.80(1)(c), Florida Statutes, and the person proposing the area for designation has afforded to those receiving notice the opportunity for comments and suggestions about rehabilitation. Notice pursuant to this subparagraph must be posted in the affected area;

5. The person proposing the area for designation has provided reasonable assurance that he or she has sufficient financial resources to implement and complete the rehabilitation agreement and redevelopment of the brownfield site; and

WHEREAS, the notice and public hearing requirements set forth in Section 125.66(4)(b), Florida Statutes, have been followed: Notice was published in the Pensacola News Journal on October 10, 2018 and October 24, 2018 and two public hearings were held on October 18, 2018 at 5:32 p.m. and November 1, 2018 at 5:32 p.m.; and

WHEREAS, the Board of County Commissioners finds it in the best interest of the citizens of Escambia County that the parcels addressed as 128 Airport Boulevard and 6200 Block North Palafox Highway be designated a brownfield area.

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

Section 1. That the Board of County Commissioners finds the above stated recitals to be true and correct and incorporates them herein by reference.

Section 2. That the Area depicted on Exhibits A-1 through A-3, attached hereto and incorporated by reference shall be designated as the 128 Airport Boulevard Brownfield Site for rehabilitation in accordance with the intent of Sections 376.77-376.85, Florida Statutes. Escambia County shall be the entity responsible for the administration of the Brownfield Program pursuant to Section 376.80, Florida Statutes. However, such designation shall not render Escambia County liable for costs of site rehabilitation or source removal, as those terms are defined in Section 376.79(19) and (20), Florida Statutes, or for any other costs, above and beyond those costs attributable to the County's role as administrator of a Brownfield site rehabilitation program.

Section 3. This Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

APPROVED AND ADOPTED this _____ day of _____, 2018.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Jeff Bergosh, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

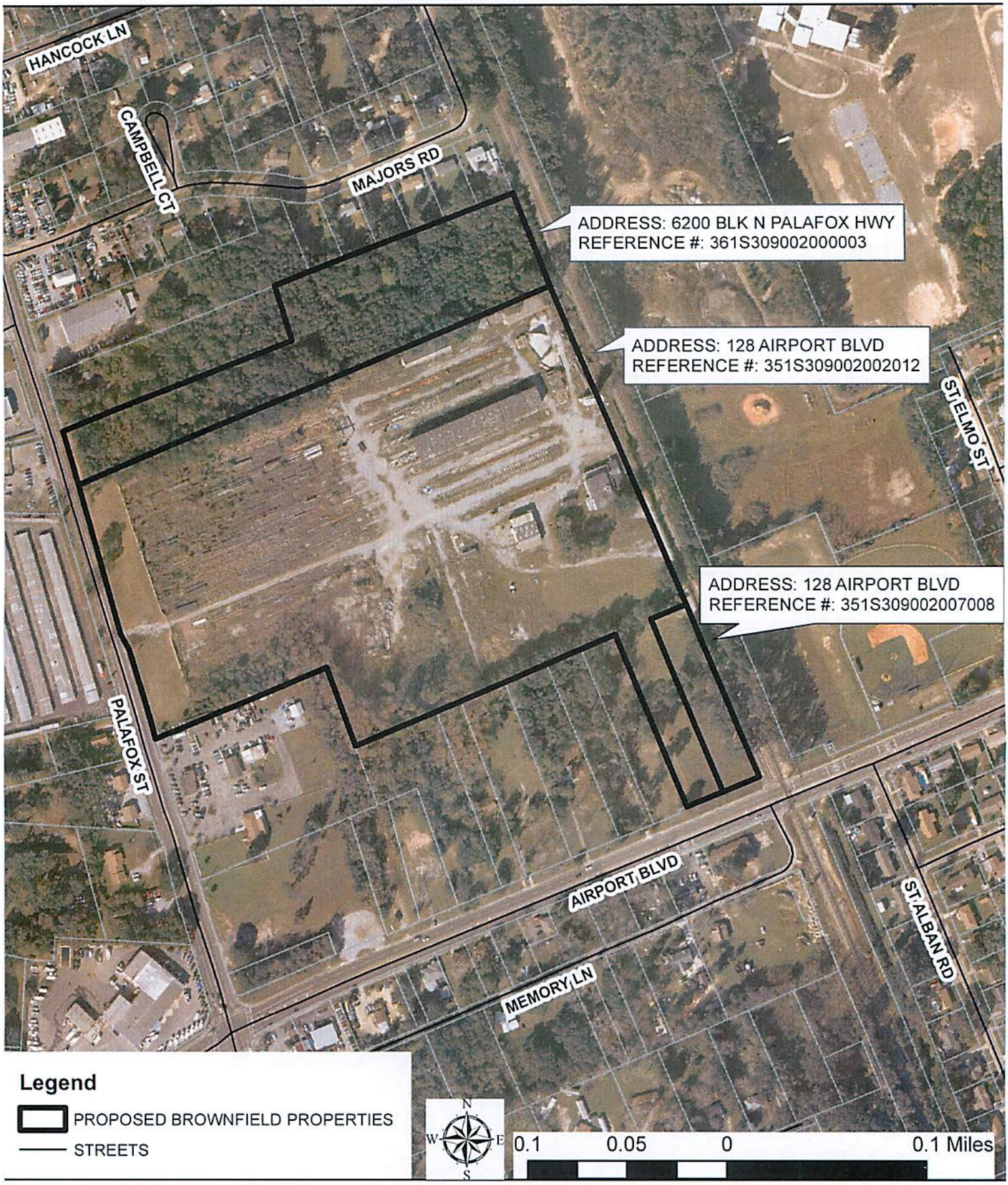
_____
Deputy Clerk

(SEAL)

BCC Approved: _____

This document approved as to form
and legal sufficiency.
By: _____
Title: Asst. County Attorney
Date: Oct. 15, 2018

PROPOSED BROWNFIELD PROPERTY DESIGNATIONS

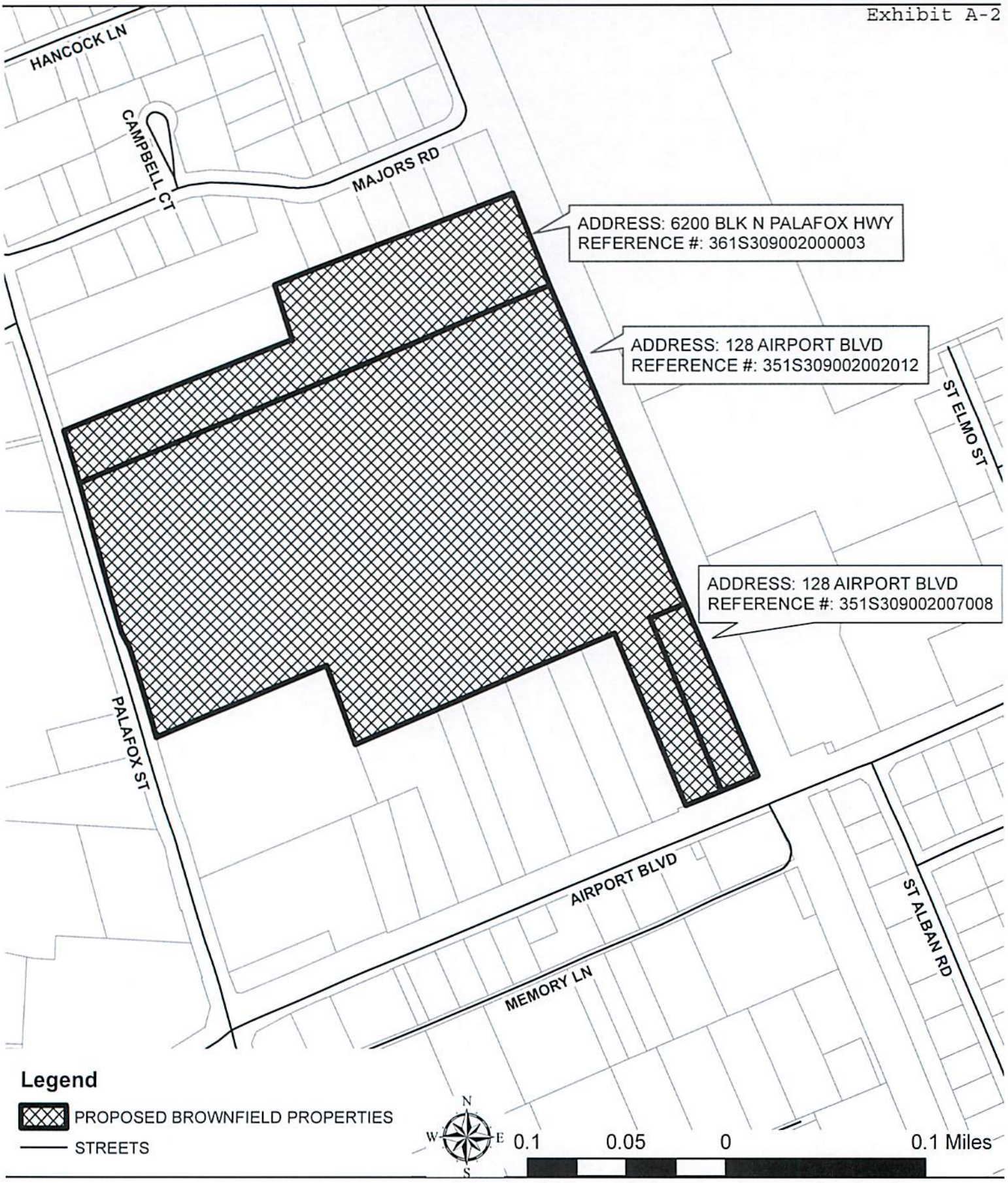


Source: Escambia County CRA Division "This map is provided for informational purposes only and is not to be used for the development of construction plans or any type of engineering services based on the information depicted herein. It is maintained for the function of this office only." Created September 13, 2018

Exhibit A-1

PROPOSED BROWNFIELD PROPERTY DESIGNATIONS

Exhibit A-2



Source: Escambia County CRA Division "This map is provided for informational purposes only and is not to be used for the development of construction plans or any type of engineering services based on the information depicted herein. It is maintained for the function of this office only." Created September 13, 2018

FORMER SPC PARCELS: Exhibit A-3

ADDRESS: 128 AIRPORT BLVD
REFERENCE #: 351S309002002012

That certain Piece, Parcel or Tract of land lying, being and situate in the County of Escambia, State of Florida, more particularly described as follows:

All of Lots 12, 13, 17 and a portion of Lots 11 and 8 of a Subdivision of parts of the Vidal Grant (Section 35) and of parts of Section 36, 37 and 38, Township 1 South, Range 30 West, Escambia County, Florida, described as follows:

Begin at the Northeast Corner of Lot 13, said Corner being the intersection of the North Line of Lot 13 and the West right of way Line of the Louisville and Nashville Railroad (100 foot right of way); thence go South 0 degrees 00 minutes East along aforesaid right of way Line (which is also the East Line of Lots 13 and 12) a distance of 895.00 feet; thence go North 89 degrees 47 minutes West along the South Line of Lot 12, a distance of 100.00 feet; thence go South 0 degrees 00 minutes East, a distance of 563.3 feet to the Northerly right of way Line of Kilbee Lane; thence go North 89 degrees 29 minutes West along said right of way Line, a distance of 100.00 feet; thence go North 0 degrees 00 minutes East, a distance of 562.7 feet to the intersection with the South Line of Lot 12; thence go North 89 degrees 47 minutes West, along said Lot Line, a distance of 770.46 feet to the Southwest Corner of aforesaid Lot; thence go North 2 degrees 28 minutes 30 seconds East along the West Line of Lot 12, a distance of 220.50 feet to the Northwest Corner of said Lot; thence go North 89 degrees 42 minutes 50 seconds West along the South Line of Lot 17, a distance of 470.29 feet to the intersection with the Easterly right of way Line of Old Palafox Highway (State Road 95-A, a 66 foot right of way); thence go North 5 degrees 57 minutes 10 seconds East along said right of way Line, a distance of 672.10 feet to the Northwest Corner of Lot 17; thence go North 89 degrees 41 minutes 10 seconds East along the North Line of said Lot, a distance of 711.42 feet to a Common Corner of Lots 17 and 13; thence go South 89 degrees 41 minutes East along the North Line of Lot 13, a distance of 650.00 feet to the Point of beginning.

Less and except any portion thereof contained within the right of ways of Airport Boulevard and North Palafox Street.

ADDRESS: 128 AIRPORT BLVD
REFERENCE #: 351S309002007008

That portion of Lots 8 and 11, Section 35, Township 1 South, Range 30 West, Escambia County, Florida, described as follows: Commencing at the Northeast Corner of said Lot 11, being a Point in the West right of way Line of Louisville and Nashville Railroad; thence North 89 degrees 48 minutes West along the North Line of said Lot 11 a distance of 100 feet; thence South 0 degrees 00 minutes East a distance of 563.3 feet to a Point in the North right of way Line of the County Road; thence South 89 degrees 29 minutes East along said North right of way Line a distance of 100 feet; thence North 0 degrees 00 minutes East along said Railroad right of way Line a

distance of 563.8 feet to the Point of Beginning; Less and Except that portion conveyed to the State of Florida Department of Transportation recorded in Official Records Book 3572 at Page 151 of the Public Records of Escambia County, Florida.

Less and except any portion thereof contained within the right of way of Airport Boulevard.

RUSHING PARCEL:

ADDRESS: 6200 BLK N PALAFOX HWY
REFERENCE #: 361S309002000003

The South 150 feet of Lot 18 and the South 300 feet of Lot 19, of a certain subdivision of Section 35, 36, and 38, according to map of said subdivision attached to a certain deed from P. Walter Jones and wife to James C. Watson recorded in Deed Book 23, Page 394 of the Public Records of Escambia County, Florida in Township 1 South, Range 30 West, Escambia County, Florida.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15095 **Public Hearings 12.**
BCC Regular Meeting
Meeting Date: 11/01/2018
Issue: 5:33 p.m. Public Hearing and Supplemental Budget Amendment #001 – Re-budgets
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

5:33 p.m. Public Hearing for consideration of amending the Fiscal Year 2018/2019 Budget for the purpose of recognizing prior year grants and project balances and appropriating these funds for on-going projects.

Recommendation: That the Board take the following action concerning re-budgeting on-going projects that were not completed by the end of Fiscal Year 2017/2018:

A. Conduct the 5:33 p.m. public hearing on November 01, 2018, amending the Fiscal Year 2018/2019 Budget for the purpose of recognizing prior year grants and project balances and appropriating these funds for on-going projects;

B. Following a public hearing, adopt the Resolution approving Supplemental Budget Amendment #001, General Fund (001), Escambia County Restricted Fund (101), Economic Development Fund (102), Code Enforcement Fund (103), Tourist Promotion Fund (108), Other Grants & Projects (110), Jail Commissary Fund (111), Disaster Recovery Fund (112), Library Fund (113), Misdemeanor Probation Fund (114), Article V Fund (115), Development Review Fees Fund (116), Perdido Beach Mouse Fund (117), Gulf Coast Restoration Fund (118), SHIP Fund (120), Law Enforcement Trust Fund (121), Escambia Affordable Housing Fund (124), CDBG/HUD Entitlement Fund (129), Fire Protection Fund (143), Community Redevelopment Fund (151), Bob Sikes Toll Fund (167), Transportation Trust Fund (175), MSBU Assessment Program Fund (177), Drainage Basin Funds (181), Series 2017 Capital Project Fund (311), FTA Capital Fund (320), Local Option Sales Tax III Fund (352), Local Option Sales Tax IV Fund (353), Solid Waste Fund (401), Emergency Services Fund (408), and Internal Service Fund (501), in the

amount of $251,839,428.30 to re-budget the funds associated with on-going grants and projects that were not completed by the end of Fiscal Year 2017/2018; and

C. Approve all associated Fiscal Year 2018/2019 Purchase Orders for projects with existing Purchase Orders.

BACKGROUND:

This supplemental budget amendment amends the FY 2018/2019 Budget to include re-budgets from FY 2017/2018. Re-budgets are funds for grants and projects that were approved in FY 2017/2018 or earlier, but since these projects were not completed, the associated funds must be brought forward into the FY 2018/2019 Budget, so these projects can be completed.

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

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

N/A

Attachments

FY18/19 ReBudgets
FY18/19 Rebudgets-Backup

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 County Budget.

WHEREAS, projects that began in the FY2017/2018 Budget have not been completed, and the funds associated with these projects must be rolled forward into the FY2018/2019 Budget and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2019:

Fund Name	Fund Number
General Fund	1
Escambia County Restricted Fund	101
Economic Development Fund	102
Code Enforcement Fund	103
Tourist Promotion	108
Other Grants and Projects Fund	110
Jail Commissary Fund	111
Disaster Recovery Fund	112
Library Fund	113
Misdemeanor Probation Fund	114
Article V Fund	115
Development Review Fees	116
Perdido Beach Mouse Fund	117
Gulf Coast Restoration Fund	118
SHIP Fund	120
Law Enforcement Trust Fund	121
Escambia Affordable Housing Fund	124
CDBG HUD Entitlement Fund	129
Fire Protection Fund	143
Community Redevelopment Fund	151
Bob Sikes Toll Fund	167
Transportation Trust Fund	175
MSBU Assessment Program	177
Drainage Basin Funds	181
Series 2017 Capital Project Fund	311
FTA Capital Project Fund	320
Local Option Sales Tax III	352
Local Option Sales Tax IV	353
Solid Waste Fund	401
Emergency Services Fund	408
Internal Service Fund	501

Revenue Title	Fund Number	Account Code	Amount
Fund Balance	1	389901	125,000
Fund Balance	1	389901	59,001
Fund Balance	1	389901	9,531
Fund Balance	1	389901	160,726
Fund Balance	1	389901	46,639
Fund Balance	1	389901	91,809
Fund Balance	1	389901	12,500
Fund Balance	1	389901	314,270
Fund Balance	1	389901	363,304
Fund Balance	1	389901	15,500
Fund Balance	1	389901	10,000
Fund Balance	1	389901	6,000
Fund Balance	1	389901	81,743
Fund Balance	1	389901	15,180
Fund Balance	1	389901	55,000
Fund Balance	1	389901	65,600
Natl Pollutant Discharge System	101	334332	4,500
Tree Fund Ordinance Fees	101	343701	25,000
Fishing Bridge	101	347206	10,000
Wetland Mitigation Fees	101	349010	8,000
Jones Swamp Wetland Preserve	101	365002	15,946
Memorial Reef	101	366004	9,600
Fund Balance	101	389901	4,500
Fund Balance	103	389901	138,846
Fund Balance	108	389901	29,505
Federal Elections Activity Grant	110	331105	11,309
DCA/Civil Defense Grant	110	331228	31,201
DCA/Civil Defense Grant	110	331228	154,665

EMP Federal Grant	110	331266	103,219
EMP Federal Grant	110	331266	85,168
Glynn Key Stormwater	110	331305	3,156
EPA Jackson Lake 43616	110	331901	36,200
Density Reduction	110	334220	200,000
EMS County Awards	110	334221	53,785
Hazardous Materials Plan	110	334244	56,297
Domestic Security Grant	110	334252	2,984
Defense Infrastructure 2014	110	334280	172,924
Oriskany PCB Monitoring	110	334326	56,600
FDEP LID Monitoring Grant	110	334367	500
NRDA Turtle Grant DEP/FWC	110	334368	94,564
Vessel Registration Fees	110	334704	300,000
NFWF Living Shoreline	110	337386	56,523
Fund Balance	111	389901	417,090
Fund Balance	115	389901	110,500
Fund Balance	116	389901	149,337
Fund Balance	117	389901	5,000
RDC Natural Resources	118	331301	1,090,000
RDC Natural Resources	118	331301	225,425
Bayou Chico Sediment	118	331306	335,510
FDEP#FES04 Beach Haven PH II	118	331350	5,598,802
RDC Infrastructure	118	331706	200,000
FDEP Living Shoreline	118	331705	217,499
RDC Infrastructure	118	331706	300,000
RDC Infrastructure	118	331706	1,423,701
Perdido Key Dune Restoration	118	334325	136,806
NFWF# 45910 Bayou Chico	118	334385	4,515,583
NRDA Boat Ramps	118	334735	449,696
RESTORE Planning Assistance	118	334736	42,896
FWC 15153 Artificial Reefs	118	334737	78,267
NRDA Bob Sikes Fishing Pier	118	334738	963,090
RESTORE Fund Balance	118	389901	341,284
Fund Balance	121	389901	256,381
2015 HUD Entitlement Grant	129	331556	925
Fund Balance	151	389901	18,200
Fund Balance	151	389901	74,260
Fund Balance	151	389901	94,423
Bob Sikes Toll	167	344601	4,175,227
Reimbursements	175	369401	177,059
Fund Balance	175	389901	50,000
Fund Balance	175	389901	12,214
Fund Balance	175	389901	149,337
Fund Balance	175	389901	47,000
Fund Balance	177	389901	226,000
Drainage Basin fees	181	389901	616,114
Fund Balance	311	389901	2,212,792
2017 FTA 320-FL90-X938	320	331426	151,838
2018 FTA GRNT 1092-2018-1	320	331427	99,264
2010 FTA Grant FL90X728	320	331455	92,927
2011 FTA Grant FL90X759	320	331459	61,303
2012 FTA Grant FL90-X804	320	331460	185,519
2013 FTA320 FL90-X825	320	331464	17,441
Good Repair Grant FL-04018100	320	331466	44,875
2013 FTA 5339 FL 34-0021	320	331470	600
2014 FTA 320 FL90-X848	320	331472	157,807
2015 FTA 320 FL90−X877−00	320	331477	1,201,288
2014 FTA 320 FL34-0030-00	320	331478	317,639
2015FTA/FDOT FL 16-X015-02	320	331479	25,476
2016 FTA FL17-003-00	320	331480	31,678
2017 FTA FL17-005-00	320	331482	501,251
Fund Balance	352	389901	3,887
Fund Balance	352	389901	34,956,165
HMGP Bristol Park - Grant	352	331285	1,851,497
HMGP Lake Charlene - Grant	352	331286	14,509
HMGP Delano	352	331287	1,423,344
HMGP Pin Oak Lane	352	331288	397,400
Motley Court Clear Creek	352	331289	646,930
Myrtle Grove Sidewalks	352	331413	21,012
LAP OC Phillips/Brushy Creek Design	352	331491	506,250
LAP Dawson Road Bridge	352	331492	487,500
Muscogee Road EDTPFA	352	334453	142,748
North W Street Sidewalks LAP	352	334494	11,140
Quietwater Beach Landing LAP	352	334495	241,447
Bauer Road Paved Shoulders LAP Project	352	334496	431,706
Johnson Avenue LAP	352	334497	57,587
CR295A Old Corry Sidewalk LAP	352	334498	529,988

CR292 Gulf Beach Hwy LAP	352	334499	147,462
SRIA Contribution	352	337403	647,500
SRIA Contribution	352	337403	4,640
SRIA Contribution	352	337403	197,075
Equestrian Center Fees	352	347530	53,550
Fund Balance	352	389901	16,999
Fund Balance	352	389901	3,799,226
Fund Balance	352	389901	30,000
Fund Balance	352	389901	2,160,297
Fund Balance	352	389901	121,855
Fund Balance	352	389901	1,753,279
Fund Balance	352	389901	146,463
Fund Balance	352	389901	372,808
Fund Balance	352	389901	996,450
Fund Balance	352	389901	211,000
Fund Balance	352	389901	500,000
Fund Balance	352	389901	30,000
Fund Balance	352	389901	50,000
Equestrian Center Fees	353	389901	1,200,000
Fund Balance	353	389901	3,123,893
Fund Balance	401	389901	1,055,000
Fund Balance	401	389901	207,719
Fund Balance	408	389901	238,637
Fund Balance	501	389901	300,000.00
Fund Balance	1	389901	167,515.67
Fund Balance	101	389901	2,393.62
Fund Balance	102	389901	342.69
Fund Balance	103	389901	39,000.00
Fund Balance	108	389901	7,800.00
VESSEL REGISTRATION FEES	110	334704	14,152.60
VESSEL REGISTRATION FEES	110	334704	49,430.00
DEFENSE INFRSTRUCTRE 2014	110	334280	10,500.00
FDEP LID MONITORING	110	334367	2,477.00
FDEP LID MONITORING	110	334367	4,890.32
FDEP LID MONITORING	110	334367	3,385.00
NRDA TURTLE GRANT-DEP/FWC	110	334368	14,031.71
EPA-JACKSON LAKE 43616	110	331901	44,200.00
EMS COUNTY AWARD GRANT	110	334221	999.15
FEMA REIMBURSEMENT	112	331203	93,355.00
Fund Balance	113	389901	167,576.20
Fund Balance	114	389901	7,125.00
Fund Balance	115	389901	34,096.34
Fund Balance	117	389901	28,880.00
NRDA BOAT RAMPS	118	334735	907.75
NRDA BOAT RAMPS	118	334735	9,772.50
NRDA BOAT RAMPS	118	334735	687.50
NRDA BOAT RAMPS	118	334735	1,386.00
NFWF#45910BAYOU CHICO	118	337385	34,527.80
NFWF#45910BAYOU CHICO	118	337385	1,091,802.95
NFWF#45910BAYOU CHICO	118	337385	176,245.56
PERDIDO KEY DUNE RSTRTN	118	334325	289.39
FWC15153 ARTFCIAL REEF	118	334737	531,200.00
FWC15153 ARTFCIAL REEF	118	334737	1,275,815.17
SHIP 2017 GRANT ADMIN	120	335709	385,925.00
Fund Balance	124	389901	8,853.50
Fund Balance	124	389901	1,100.00
Fund Balance	124	389901	1,349.65
Fund Balance	124	389901	6,335.00
BROWNFIELD/ROMANA-VCTC	129	369001	22,510.30
CDBG 2014 OTHR ACTIVITIES	129	331555	47,471.90
CDBG 2014 OTHR ACTIVITIES	129	331555	250.00
CDBG 2015 ADMIN	129	331556	11,484.00
CDBG 2015 OTHER	129	331556	25,000.00
CDBG 2015 OTHER	129	331556	1,800.00
CDBG 2015 OTHER	129	331556	13,500.00
Fund Balance	143	389901	8,728.04
Fund Balance	151	389901	123,122.42
Fund Balance	167	389901	49,727.00
Fund Balance	175	389901	341,815.83
Fund Balance	181	389901	47,804.71
Fund Balance	311	389901	80,214,417.89
FEMA Reimbursement	311	331203	40,661,736.00
2011 FTA GRANT FL90X759	320	331459	152,220.00
2013 FTA 5339 FL 34-0021	320	331470	71,770.00
IIDC WATER & SEWER GRANT	352	335350	114,881.47
PCOLA BCH RESTROOM.BRDWLK	352	337403	23,630.72

SRIA TRAFFIC CALMING	352	337403	4,271.00
HMGP BRISTOL CREEK AREA	352	331285	348,902.58
HMGP LAKE CHARLENE	352	331286	44,119.54
EDTPFA-MUSCOGEE ROAD	352	334453	121,170.79
HMGP DELANO ST.DRAINAGE	352	331287	464,354.49
Fund Balance	352	389901	15,748,055.48
Fund Balance	353	389901	14,484,322.82
Fund Balance	401	389901	3,956,786.03
Fund Balance	408	389901	9,000.00
Fund Balance	501	389901	725,145.22

Sub-Total	**89,783,082.00**
Sub-Total	**162,056,346.30**
Grand Total	**251,839,428.30**

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Utility Services	001/141002	54301	10,000
Repair & Maintenance	001/141002	54601	15,000
Reserves	001/141002	59801	100,000
Repair & Maintenance	001/210607	54601	41,507
Operating Supplies	001/210607	55201	25,316
Building	001/210607	56201	58,778
Improvements Other than Buildings	001/210607	56301	10,000
Machinery & Equipment	001/210607	56401	25,125
Repair & Maintenance	001/210612	54601	25,558
Operating Supplies	001/210612	55201	21,081
Professional Services	001/220100	53101	15,180
Professional Services	001/220105	53101	25,000
Machinery & Equipment	001/220105	56401	26,500
Machinery & Equipment	001/220105	56401	3,500
Machinery & Equipment	001/250207	56401	59,001
Repair & Maintenance	001/310204	54601	8,710
Repair & Maintenance	001/310204	54601	821
Other Contractual Services	001/110101	53401	91,809
Machinery & Equipment	001/110101	56401	6,500
Aids to Private Organizations	001/110101	58201	314,270
Operating Supplies	001/110201	55201	6,000
Operating Supplies	001/110201	55201	1,600
Machinery & Equipment	001/110201	56401	24,000
Machinery & Equipment	001/110201	56401	40,000
SRI Reserves	001/110201	59801	(1,000,000)
Reserves for Operating	001/110201	59805	(174)
Other Contractual Services	001/130201	53401	363,304
Machinery & Equipment	001/270103	56401	10,000
Repair & Maintenance	001/310203	54601	44,243
Repair & Maintenance	001/310203	54601	37,500
Aid to Private Organization	001/350238	58201	6,000
Professional Services	001/380201	53101	6,000
Printing & Binding	001/380201	54701	5,000
Training/Registration	001/380201	55501	4,500
Personal Services	001/510101	59702	174
Pcola Beach Tax Refund	001/520101	54932	1,000,000
Other Contractual Services	101/220310	53401	20,000
Operating Supplies	101/220310	55201	5,000
Other Contractual Services	101/220336	53401	6,000
Repair & Maintenance	101/220336	54601	2,000
Improvements Other than Buildings	101/220809	56301	9,600
Repair & Maintenance	101/221016	54601	15,946
Machinery & Equipment	101/221018	56401	4,500
Rentals & Leases	101/350224	54401	2,500
Operating Supplies	101/350224	55201	2,000
Repair & Maintenance	101/350236	54601	10,000
Refunds Prior Year	103/220110	54906	58,850
Machinery & Equipment	103/220110	56401	79,996
Aids to Private Organizations	108/360501	58201	29,505
Professional Services	110/220338	53101	53,750
Other Contractual Services	110/220338	53401	2,850
Improvements Other than Buildings	110/220807	56301	300,000
Other Contractual Services	110/221002	53401	2,156
Repair & Maintenance	110/221002	54601	1,000
Land	110/221006	56101	200,000
Land	110/221020	56101	172,924
Operating Supplies	110/221021	55201	500
Printing & Binding	110/221022	54701	1,905

Promotional Activities	110/221022	54801	2,972
Other Grants & Aids	110/221022	58301	89,687
Regular Salaries & Wages	110/221026	51201	30,000
Operating Supplies	110/221026	55201	6,200
Operating Supplies	110/221028	55201	56,523
Operating Supplies	110/330318	55201	21,087
Machinery & Equipment	110/330318	56401	30,850
Books/Publ/Subscript/Membr	110/330318	55401	1,848
Office Supplies	110/330323	55101	0
Operating Supplies	110/330323	55201	19,669
Machinery & Equipment	110/330323	56401	29,715
Intangible Assets	110/330323	56801	6,913
Other Contractual Service	110/330405	53401	0
Travel & Per Diem	110/330405	54001	12,158
Communications	110/330405	54101	7,796
Postage & Freight	110/330405	54201	428
Repair & Maintenance	110/330405	54601	22,893
Printing & Binding	110/330405	54701	8,562
Promotional Activities	110/330405	54801	16,546
Office Supplies	110/330405	55101	19,277
Operating Supplies	110/330405	55201	35,267
Books/Publ/Subscript/Membr	110/330405	55401	17,153
Training/Registration	110/330405	55501	4,650
Machinery & Equipment	110/330405	56401	9,935
Regular Salaries & Wages	110/330409	51201	52,423
FICA Taxes	110/330409	52101	4,164
Retirement	110/330409	52201	395
Life & Health	110/330409	52301	4,085
Workers Comp	110/330409	52401	127
Communications	110/330409	54101	5,500
Office Supplies	110/330409	55101	4,743
Operating Supplies	110/330409	55201	19,232
Books/Publ/Subscript/Membr	110/330409	55401	550
Training/Registration	110/330409	55501	7,000
Machinery & Equipment	110/330409	56401	5,000
Travel & Per Diem	110/330412	54001	3,762
Communications	110/330412	54101	0
Postage & Freight	110/330412	54201	300
Repair & Maintenance	110/330412	54601	3,008
Printing & Binding	110/330412	54701	183
Promotional Activities	110/330412	54801	410
Office Supplies	110/330412	55101	7,076
Operating Supplies	110/330412	55201	7,987
Books/Publ/Subscript/Membr	110/330412	55401	0
Training/Registration	110/330412	55501	2,475
Machinery & Equipment	110/330412	56401	6,000
Regular Salaries & Wages	110/330413	51201	35,620
Travel & Per Diem	110/330413	54001	0
Communications	110/330413	54101	1,040
Postage & Freight	110/330413	54201	0
Repair & Maintenance	110/330413	54601	13,905
Printing & Binding	110/330413	54701	0
Promotional Activities	110/330413	54801	0
Office Supplies	110/330413	55101	4,355
Operating Supplies	110/330413	55201	8,078
Communications	110/330413	54101	0
Books/Publ/Subscript/Membr	110/330413	55401	700
Training/Registration	110/330413	55501	4,500
Machinery & Equipment	110/330413	56401	16,970
Professional Services	110/330459	53101	1,131
Other Contractual Service	110/330459	53401	888
Office Supplies	110/330459	55101	500
Operating Supplies	110/330459	55201	465
Printing & Binding	110/550125	54701	11,000
Promotional Activities	110/550125	54801	309
Machinery & Equipment	111/290406	56401	417,090
Machinery & Equipment	115/410503	56401	36,000
Machinery & Equipment	115/410503	56401	8,000
Machinery & Equipment	115/410503	56401	8,000
Machinery & Equipment	115/410503	56401	2,000
Machinery & Equipment	115/410503	56401	4,000
Machinery & Equipment	115/410503	56401	50,000
Machinery & Equipment	115/410503	56401	2,500
Machinery & Equipment	116/240302	56401	149,337
Other Contractual Services	117/220335	53401	5,000
Other Contractual Services	118/222001	53401	233,167
Utility Services	118/222001	54301	19,512

Rentals & Leases	118/222001	54401	43,110
Repair & Maintenance	118/222001	54601	144,157
Operating Supplies	118/222001	55201	9,750
Regular Salaries & Wages	118/222002	51201	40,000
Other Contractual Services	118/222002	53401	53,882
Operating Supplies	118/222002	55201	19,005
Improvements Other than Buildings	118/222002	56301	3,652,696
Aids to Governmental Agencies	118/222002	58101	750,000
Professional Services	118/222003	53101	29,372
Repair & Maintenance	118/222003	54601	107,434
Other Contractual Services	118/222004	53401	65,550
Rentals & Leases	118/222004	54401	3,005
Operating Supplies	118/222004	55201	6,900
Machinery & Equipment	118/222004	56401	2,812
Improvements Other than Buildings	118/222005	56301	963,090
Professional Services	118/222006	53101	335,510
Regular Salaries & Wages	118/222007	51201	30,000
Other Contractual Services	118/222007	53401	18,000
Operating Supplies	118/222007	55201	12,000
Improvements Other than Buildings	118/222007	56301	5,529,003
Machinery & Equipment	118/222007	56401	9,799
Professional Services	118/222020	53101	300,000
Professional Services	118/222021	53101	1,423,701
Professional Services	118/222022	53101	200,000
Other Current Charges & Obligations	118/222030	54901	40,496
Machinery & Equipment	118/222030	56401	2,400
Other Current Charges & Obligations	118/222031	54901	341,284
Regular Salaries & Wages	118/222041	51201	20,000
Professional Services	118/222041	53101	197,499
Professional Services	118/222042	53101	1,040,000
Operating Supplies	118/222042	55201	30,500
Machinery & Equipment	118/222042	56401	19,500
Professional Services	118/222043	53101	225,425
Aids to Private Organizations	121/540103	58201	256,381
Building	129/370224	56201	925
Utility Services	151/370114	54301	94,423
Utility Services	151/370115	54301	74,260
Land	151/370117	56101	18,200
Improvements Other than Buildings	167/140302	56301	175,227
Improvements Other than Buildings	167/140302	56301	4,000,000
Repair and Maintenance	175/210402	54601	50,000
Machinery & Equipment	175/210402	56401	12,214
Machinery & Equipment	175/211101	56401	149,337
Other Contractual Service	175/211602	53401	47,000
Aids to Government Agency	175/211603	58101	177,059
Utility Services	177/140571	54301	11,000
Reserves	177/140572	59801	15,000
Improvements Other than Buildings	177/142010	56301	200,000
Improvements Other than Buildings	181/210719	56301	7,462
Improvements Other than Buildings	181/210720	56301	13,380
Improvements Other than Buildings	181/210721	56301	21,950
Improvements Other than Buildings	181/210722	56301	6,275
Improvements Other than Buildings	181/210723	56301	16,324
Improvements Other than Buildings	181/210724	56301	109,804
Improvements Other than Buildings	181/210725	56301	40,787
Improvements Other than Buildings	181/210726	56301	9,328
Improvements Other than Buildings	181/210727	56301	39,617
Improvements Other than Buildings	181/210728	56301	75,766
Improvements Other than Buildings	181/210729	56301	4,265
Improvements Other than Buildings	181/210730	56301	21,539
Improvements Other than Buildings	181/210731	56301	105,892
Improvements Other than Buildings	181/210732	56301	25,714
Improvements Other than Buildings	181/210733	56301	41,686
Improvements Other than Buildings	181/210734	56301	57,350
Improvements Other than Buildings	181/210735	56301	10,703
Improvements Other than Buildings	181/210736	56301	8,272
Reserves	311/290408	59801	2,212,792
Support Facility Repairs	320/211222	54607	4,585
Operating Supplies	320/211222	55201	837
Computer, Equipment, Software	320/211222	55230	3,647
Machinery & Equipment	320/211222	56401	83,858
Support Facility Repairs	320/211223	54607	25,409
Maintenance Equipment	320/211223	56408	35,894
Repair & Maintenance	320/211224	54601	124,339
Machinery & Equipment	320/211224	56401	61,180
Repair & Maintenance	320/211226	54601	17,441
Machinery & Equipment	320/211227	56401	44,875

Improvements Other than Buildings	320/211230	56301	600
Improvements Other than Buildings	320/211231	56301	19,590
Machinery & Equipment	320/211231	56401	138,217
Professional Services	320/211233	53101	43,007
Improvements Other than Buildings	320/211233	56301	6,190
Machinery & Equipment	320/211233	56401	1,152,091
Improvements Other than Buildings	320/211234	56301	97,639
Machinery & Equipment	320/211234	56401	220,000
Machinery & Equipment	320/211235	56401	25,476
Improvements Other than Buildings	320/211236	56301	31,678
Repair & Maintenance	320/211237	54601	63,831
Improvements Other than Buildings	320/211237	56301	227,420
Machinery & Equipment	320/211237	56401	210,000
Improvements Other than Buildings	320/211239	56301	34,127
Aids to Governmental Agencies	320/211239	58101	117,711
Repair & Maintenance	320/211240	54601	35,310
Aids to Governmental Agencies	320/211240	58101	63,954
Improvements Other than Buildings	352/110211	56301	372,808
Operating Supplies	352/110267	55201	30,000
Land	352/110267	56101	996,450
Building	352/110267	56201	2,969,651
Improvements Other than Buildings	352/110267	56301	121,855
Improvements Other than Buildings	352/110274	56301	642,899
Improvements Other than Buildings	352/110274	56301	647,500
Machinery & Equipment	352/110275	56401	4,640
Improvements Other than Buildings	352/210107	56301	34,956,165
Improvements Other than Buildings	352/210109	56301	3,887.00
Improvements Other than Buildings	352/210114	56301	142,748.00
Improvements Other than Buildings	352/210115	56301	241,447.00
Improvements Other than Buildings	352/210116	56301	3,325.00
Improvements Other than Buildings	352/210116	56301	428,381.00
Improvements Other than Buildings	352/210117	56301	57,587.00
Improvements Other than Buildings	352/210118	56301	147,462.00
Improvements Other than Buildings	352/210119	56301	197,075.00
Improvements Other than Buildings	352/210120	56301	1,851,497.00
Improvements Other than Buildings	352/210121	56301	14,509.00
Improvements Other than Buildings	352/210122	56301	11,140.00
Improvements Other than Buildings	352/210124	56301	1,423,344.00
Improvements Other than Buildings	352/210125	56301	529,988.00
Improvements Other than Buildings	352/210126	56301	73,000.00
Improvements Other than Buildings	352/210126	56301	138,000.00
Improvements Other than Buildings	352/210127	56301	506,250.00
Improvements Other than Buildings	352/210128	56301	487,500.00
Improvements Other than Buildings	352/210129	56301	500,000.00
Improvements Other than Buildings	352/210130	56301	397,400.00
Improvements Other than Buildings	352/210131	56301	646,930.00
Improvements Other than Buildings	352/210517	56301	21,012.00
Regular Salaries & Wages	352/211301	51201	30,000.00
Land	352/220102	56101	179,047.00
Land	352/220102	56101	378,602.00
Land	352/220102	56101	200,000.00
Improvements Other than Buildings	352/220102	56301	1,402,648.00
Machinery & Equipment	352/330435	56401	16,999.00
Other Contractual Svcs	352/350222	53401	90.00
Communications	352/350222	54101	1,305.00
Utility Services	352/350222	54301	52,266.00
Rentals and Leases	352/350222	54401	2,400.00
Repair and Maintenance	352/350222	54601	20,197.00
Other Current Charges	352/350222	54901	300.00
Operating Supplies	352/350222	55201	17,156.00
Reserves	352/350222	59801	52,749.00
Other Contractual Service	352/350229	53401	15,996.00
Building	352/350229	56201	66,676.00
Improvements Other than Buildings	352/350229	56301	1,857,283.00
Regular Salaries & Wages	352/350231	51201	43,993.00
Operating Supplies	352/350231	55201	9,557.00
Other Contractual Srvices	352/370106	53401	50,000.00
Improvements Other than Buildings	353/210106	56301	3,123,893.00
Improvements Other than Buildings	353/350221	56301	1,200,000.00
Machine & Equipment	401/230303	56401	1,035,000.00
Other Contractual Services	401/230307	53401	20,000.00
Capital Repair & Maintenance - Flood	401/230315	54612	16,319.00
Improvement other than Building	401/230315	56301	62,400.00
Improvement other than Building	401/230315	56301	129,000.00
Machinery & Equipment	408/330302	56401	238,637.00
Insurance/Surety Bonds	501/140835	54501	300,000.00

Professional Services	001/110201	53101	19,875.00
Professional Services	001/110201	53101	4,000.00
Other Current Charges	001/110601	54901	1,909.00
Professional Services	001/140201	53101	16,692.07
Office supplies	001/140701	55101	251.58
Operating Supplies	001/140701	55201	1,482.66
Machinery & Equipment	001/140701	56401	1,257.90
Machinery & Equipment	001/140701	56401	528.00
Machinery & Equipment	001/140701	56401	4,740.00
Buildings	001/210607	56201	11,956.93
Intangible Assets	001/221001	56801	1,351.99
Machinery & Equipment	001/250207	56401	23,265.00
Machinery & Equipment	001/250207	56401	13,117.00
Professional Services	001/270102	53101	3,360.00
Machinery & Equipment	001/270102	56401	5,536.44
Machinery & Equipment	001/270103	56401	6,629.10
Repair & Maintenance	001/310203	54601	18,288.00
Repair & Maintenance	001/310203	54601	9,569.00
Professional Services	001/310204	53101	2,655.00
Repair & Maintenance	001/330403	54601	5,850.00
Repair & Maintenance	001/330403	54601	8,221.00
Repair & Maintenance	001/330403	54601	6,980.00
Intangible Assets	101/221018	56801	2,393.62
Land	102/360704	56101	342.69
Other Contractual Services	103/220110	53401	12,500.00
Other Contractual Services	103/220110	53401	13,000.00
Other Contractual Services	103/220110	53401	13,500.00
Professional Services	108/220805	53101	3,500.00
Professional Services	108/220805	53101	3,000.00
Aids to Private Organizations	108/360105	58201	1,300.00
IOTB	110/220807	56301	14,152.60
IOTB	110/220807	56301	49,430.00
Land	110/221020	56101	10,500.00
Other Contractual Services	110/221021	53401	2,477.00
Operating Supplies	110/221021	55201	4,890.32
Operating Supplies	110/221021	55201	3,385.00
Other Contractual Services	110/221022	53401	14,031.71
Repair & Maintenance	110/221026	54601	44,200.00
Operating Supplies	110/330318	55201	999.15
Other Current Charges	112/250122	54901	17,676.50
Other Current Charges	112/250123	54901	34,356.00
Other Current Charges	112/250124	54901	21,889.00
Capital R&M Flood	112/330492	54612	195.50
Buildings	112/330494	56201	8,165.00
Buildings	112/330494	56201	11,073.00
Other Contractual Services	113/110501	53401	3,200.00
Machinery & Equipment	113/110501	56401	37,740.80
Machinery & Equipment	113/110501	56401	69,010.80
Machinery & Equipment	113/110501	56401	39,638.90
Machinery & Equipment	113/110501	56401	2,009.00
Machinery & Equipment	113/110501	56401	1,554.00
Machinery & Equipment	113/110501	56401	1,791.10
Other Contractual Services	113/110503	53401	1,650.00
Other Contractual Services	113/110503	53401	1,000.00
Operating Supplies	113/110503	55201	6,000.00
Operating Supplies	113/110503	55201	1,106.60
Machinery & Equipment	113/110503	56401	2,875.00
Training	114/290301	55501	4,800.00
Intangible Assets	114/290301	56801	2,325.00
Operating Supplies	115/410503	55201	1,631.88
Operating Supplies	115/410503	55201	10,080.00
Operating Supplies	115/410503	55201	10,416.00
Operating Supplies	115/410516	55201	11,968.46
Professional Services	117/220335	53101	20,880.00
Other Contractual Services	117/220335	53401	8,000.00
Other Contractual Services	118/222001	53401	907.75
Other Contractual Services	118/222001	53401	9,772.50
Utility Services	118/222001	54301	687.50
Utility Services	118/222001	54301	1,386.00
IOTB	118/222002	56301	34,527.80
IOTB	118/222002	56301	1,091,802.95
IOTB	118/222002	56301	176,245.56
Professional Services	118/222003	53101	289.39
IOTB	118/222004	56301	531,200.00
IOTB	118/222004	56301	1,275,815.17
Other Grants & Aids	120/370204	58301	385,925.00
Other Contractual Services	124/370290	53401	8,853.50

Other Current Charges	124/370290	54901	1,100.00
Other Grants & Aids	124/370290	58301	1,349.65
Other Grants & Aids	124/370290	58301	6,335.00
Professional Services	129/370213	53101	22,510.30
Professional Services	129/370221	53101	47,471.90
Professional Services	129/370221	53101	250.00
Professional Services	129/370222	53101	11,484.00
Professional Services	129/370224	53101	25,000.00
IOTB	129/370224	56301	1,800.00
IOTB	129/370224	56301	13,500.00
Repair & Maintenance	143/330206	54601	8,728.04
IOTB	151/370114	56301	6,968.58
IOTB	151/370114	56301	106,323.84
Land	151/370115	56101	4,800.00
IOTB	151/370116	56301	5,030.00
Professional Services	167/140302	53101	6,172.00
IOTB	167/140302	56301	13,610.71
IOTB	167/140302	56301	29,944.29
Professional Services	175/211201	53101	14,424.62
Professional Services	175/211201	53101	9,945.63
Professional Services	175/211201	53101	46,935.55
Repair & Maintenance	175/211201	54601	168,091.35
IOTB	175/211201	56301	5,120.00
IOTB	175/211201	56301	9,000.00
IOTB	175/211201	56301	10,770.00
IOTB	175/211201	56301	14,539.20
Machinery & Equipment	175/211201	56401	57,514.00
Aids to Governmental Agencies	175/211603	58101	5,475.48
IOTB	181/210724	56301	7,479.71
IOTB	181/210726	56301	27,000.00
IOTB	181/210728	56301	6,095.00
IOTB	181/210731	56301	7,230.00
Professional Services	311/290408	53101	21,338.00
Land	311/290408	56101	40,000.00
Buildings	311/290408	56201	699,262.00
Buildings	311/290408	56201	24,869,828.00
Buildings	311/290408	56201	85,484,209.78
Buildings	311/290408	56201	280,600.00
Buildings	311/290408	56201	123,320.00
Buildings	311/290408	56201	9,406.20
Buildings	311/290408	56201	544,115.00
Buildings	311/290408	56201	1,001,779.00
Buildings	311/290408	56201	203,364.00
IOTB	311/290408	56301	5,208,128.00
IOTB	311/290408	56301	1,937.07
IOTB	311/290408	56301	112,966.44
IOTB	311/290408	56301	104,486.90
IOTB	311/290408	56301	207,703.50
Machinery & Equipment	311/290408	56401	1,790,000.00
Machinery & Equipment	311/290408	56401	173,710.00
Machinery & Equipment	320/211223	56401	152,220.00
Machinery & Equipment	320/211230	56401	71,770.00
IOTB	352/110211	56301	114,881.47
Operating Supplies	352/110267	55201	3,497.97
Operating Supplies	352/110267	55201	1,639.77
Buildings	352/110267	56201	438.00
Buildings	352/110267	56201	27,890.00
Machinery & Equipment	352/110267	56401	16,473.37
Machinery & Equipment	352/110267	56401	5,425.00
Land	352/110273	56101	39,569.90
Land	352/110273	56101	447,467.48
IOTB	352/110273	56301	224,710.34
IOTB	352/110273	56301	1,780,902.54
Buildings	352/110274	56201	14,409.41
IOTB	352/110274	56301	9,221.31
IOTB	352/210104	56301	384,571.09
IOTB	352/210107	56301	49,984.67
IOTB	352/210107	56301	15,010.10
IOTB	352/210107	56301	108,849.72
IOTB	352/210107	56301	39,561.39
IOTB	352/210107	56301	22,185.83
IOTB	352/210107	56301	88,914.57
IOTB	352/210107	56301	11,444.35
IOTB	352/210107	56301	1,000.00
IOTB	352/210107	56301	8,935.28
IOTB	352/210107	56301	2,248.00
IOTB	352/210107	56301	2,614.50

IOTB	352/210107	56301	40,574.95
IOTB	352/210107	56301	6,755.45
IOTB	352/210107	56301	26,971.70
IOTB	352/210107	56301	32,082.50
IOTB	352/210107	56301	31,996.15
IOTB	352/210107	56301	64,128.90
IOTB	352/210107	56301	222,773.96
IOTB	352/210107	56301	13,445.00
IOTB	352/210107	56301	450.01
IOTB	352/210107	56301	162,458.39
IOTB	352/210107	56301	33,870.00
IOTB	352/210107	56301	13,720.60
IOTB	352/210107	56301	7,775.60
IOTB	352/210107	56301	10,640.25
IOTB	352/210107	56301	1,859.34
IOTB	352/210107	56301	19,812.74
IOTB	352/210107	56301	3,946,422.04
IOTB	352/210107	56301	14,536.31
IOTB	352/210107	56301	86,758.40
IOTB	352/210107	56301	4,775.00
IOTB	352/210107	56301	37,990.50
IOTB	352/210107	56301	13,445.00
IOTB	352/210107	56301	50,434.35
IOTB	352/210107	56301	443,937.68
IOTB	352/210107	56301	107,245.89
IOTB	352/210107	56301	771,603.34
IOTB	352/210107	56301	5,380.00
IOTB	352/210107	56301	34,204.82
IOTB	352/210107	56301	93,790.64
IOTB	352/210107	56301	15,820.00
IOTB	352/210107	56301	129,647.65
IOTB	352/210107	56301	120,825.13
IOTB	352/210107	56301	9,098.85
IOTB	352/210107	56301	46,967.53
IOTB	352/210107	56301	16,180.00
IOTB	352/210107	56301	26,440.00
IOTB	352/210107	56301	54,125.87
IOTB	352/210107	56301	49,860.30
IOTB	352/210107	56301	24,800.00
IOTB	352/210107	56301	100,197.00
IOTB	352/210107	56301	24,750.00
IOTB	352/210107	56301	24,750.00
IOTB	352/210107	56301	49,977.90
IOTB	352/210107	56301	1,291,129.48
IOTB	352/210107	56301	59,849.32
IOTB	352/210107	56301	175,335.00
IOTB	352/210107	56301	869,316.92
IOTB	352/210107	56301	225,748.00
IOTB	352/210107	56301	3,663.60
IOTB	352/210107	56301	439,072.44
IOTB	352/210107	56301	208.25
IOTB	352/210107	56301	0.01
IOTB	352/210107	56301	995,351.66
IOTB	352/210109	56301	2,965.74
IOTB	352/210109	56301	43,345.29
IOTB	352/210119	56301	4,271.00
IOTB	352/210120	56301	267,168.08
IOTB	352/210120	56301	81,734.50
IOTB	352/210121	56301	44,119.54
IOTB	352/210123	56301	121,170.79
IOTB	352/210124	56301	464,354.49
IOTB	352/220102	56301	24,090.00
IOTB	352/220102	56301	49,292.00
IOTB	352/220102	56301	63,542.00
Machinery & Equipment	352/290407	56401	99,843.40
Machinery & Equipment	352/330228	56401	113,884.00
Machinery & Equipment	352/330228	56401	69,440.00
Machinery & Equipment	352/330228	56401	69,440.00
Machinery & Equipment	352/330228	56401	632,614.00
Machinery & Equipment	352/330435	56401	16,999.00
Machinery & Equipment	352/330435	56401	79,413.00
Other Contractual Services	352/350229	53401	15,771.99
Other Contractual Services	352/350229	53401	12,312.00
Other Contractual Services	352/350229	53401	11,772.00
Other Contractual Services	352/350229	53401	14,397.75
Other Contractual Services	352/350229	53401	8,313.75
Other Contractual Services	352/350229	53401	8,138.89

Other Contractual Services	352/350229	53401	6,626.25
Utility Services	352/350229	54301	23.28
Utility Services	352/350229	54301	86.85
Rentals & Leases	352/350229	54401	256.24
Rentals & Leases	352/350229	54401	7.48
Repair & Maintenance	352/350229	54601	497.85
Repair & Maintenance	352/350229	54601	223.32
Repair & Maintenance	352/350229	54601	51.98
Repair & Maintenance	352/350229	54601	1,197.53
Repair & Maintenance	352/350229	54601	935.00
Repair & Maintenance	352/350229	54601	500.00
Repair & Maintenance	352/350229	54601	100.00
Repair & Maintenance	352/350229	54601	500.00
Repair & Maintenance	352/350229	54601	600.00
Repair & Maintenance	352/350229	54601	276.00
Repair & Maintenance	352/350229	54601	1,670.00
Repair & Maintenance	352/350229	54601	1,882.00
Repair & Maintenance	352/350229	54601	992.00
Repair & Maintenance	352/350229	54601	1,115.60
Repair & Maintenance	352/350229	54601	1,708.50
Repair & Maintenance	352/350229	54601	3,220.00
Repair & Maintenance	352/350229	54601	14,802.00
Operating Supplies	352/350229	55201	50.00
Operating Supplies	352/350229	55201	1,000.00
Operating Supplies	352/350229	55201	1,500.00
Operating Supplies	352/350229	55201	106.33
Operating Supplies	352/350229	55201	220.86
Buildings	352/350229	56201	5,099.95
IOTB	352/350229	56301	8,175.00
IOTB	352/350229	56301	3,386.40
Other Contractual Services	352/350231	53401	2,760.65
Utility Services	352/350231	54301	767.54
Repair & Maintenance	352/350231	54601	361.23
Repair & Maintenance	352/350231	54601	1.00
Operating Supplies	352/350231	55201	1,497.00
Operating Supplies	352/350231	55201	88.84
Machinery & Equipment	352/350231	56401	6,061.00
Other Contractual Services	352/370106	53401	7,844.70
IOTB	353/210106	56301	401,670.96
IOTB	353/210106	56301	142,910.00
IOTB	353/210106	56301	5,581,720.23
IOTB	353/210106	56301	218,212.08
IOTB	353/210106	56301	20,023.20
IOTB	353/210106	56301	82,821.08
IOTB	353/210106	56301	4,243,407.07
IOTB	353/210106	56301	57,983.00
IOTB	353/210106	56301	2,510,000.00
IOTB	353/210106	56301	45,360.00
IOTB	353/210106	56301	915,364.00
IOTB	353/210106	56301	50,000.00
IOTB	353/210106	56301	49,520.00
IOTB	353/210106	56301	90,983.10
IOTB	353/210106	56301	58,434.10
Utility Services	353/350222	54301	540.00
Repair & Maintenance	353/350222	54601	3.00
Repair & Maintenance	353/350222	54601	2,339.00
Operating Supplies	353/350222	55201	3.00
Operating Supplies	353/350222	55201	3.00
Buildings	353/410147	56201	13,026.00
Professional Services	401/230301	53101	15,000.00
Professional Services	401/230304	53101	22,813.73
Professional Services	401/230304	53101	39,500.00
Other Contractual Services	401/230304	53401	9,815.00
Repair & Maintenance	401/230304	54601	3,825.00
Machinery & Equipment	401/230306	56401	56,861.00
Professional Services	401/230309	53101	3,800.00
Other Contractual Services	401/230309	53401	3,444.50
Machinery & Equipment	401/230314	56401	1,257,711.00
Machinery & Equipment	401/230314	56401	161,780.00
Machinery & Equipment	401/230314	56401	277,755.00
Capital R&M Flood	401/230315	54612	33,468.81
IOTB	401/230315	56301	4,500.00
IOTB	401/230315	56301	76,775.14
IOTB	401/230315	56301	1,986,189.48
IOTB	401/230315	56301	2,543.37
Professional Services	401/230316	53101	1,000.00
Other Contractual Services	401/230316	53401	4.00

Operating Supplies	408/330302	55201	9,000.00
Other Contractual Services	501/140836	53401	39,535.20
Other Contractual Services	501/140836	53401	648,110.02
Professional Services	501/150108	53101	37,500.00
Sub-Total			**$89,783,082.00**
Sub-Total			**$162,056,346.30**
Grand Total			**$251,839,428.30**

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA, COUNTY, FLORIDA

Deputy Clerk

Jeff Bergosh, Chairman

Adopted

Stephan Hall

Digitally signed by Stephan Hall
DN: cn=Stephan Hall, o=OMB, ou=MBS, email=sdhall@myescambia.com, c=US
Date: 2018.10.22 10:38:55 -05'00'

OMB Approved

Supplemental Budget Amendment
Re-Budget Amendment - #001

FY 18/19 Re-Budgets-Manual Entry					EXPENSE SIDE:		
		Cost	Fund/Cost	Account			
Department-Division	Fund	Center	Center	Number	Title	Amount	Explanation
BCC Administration	001	110101	1/110101	53401	Other Contractual Services	91,809.00	Intern Money-Remaining Balance Rolled in FY 17-18 - Dist. 1-5.
BCC Administration	001	110101	1/110101	56401	Machine & Equipment	6,500.00	Machinery & Equipment (Comr. Elect D4 Computer/Desk)
BCC Administration	001	110101	1/110101	58201	Aids to Private Organizations	314,270.00	Discretionary Money-Remaining Balance Rolled in FY 17-18 - Dist 1-5
Non-Departmental	001	110201	1/110201	55201	Operating Supplies	6,000.00	Operating Supplies (Pine Straw/Plants-Central Office/Public Safety)
Non-Departmental	001	110201	1/110201	55201	Operating Supplies	1,600.00	Desk for the State Attorney's Office – Ordered to replace the one that was watered damaged
Non-Departmental	001	110201	1/110201	56401	Machinery & Equipment	24,000.00	Entry X-ray scanner for the ELM Lobby
Non-Departmental	001	110201	1/110201	56401	Machinery & Equipment	40,000.00	BCC Agenda Software
General Fund	001	110201	1/110201	59801	SRI Reserves	(1,000,000.00)	Pensacola Beach Tax Refunds due to Beach lawsuits on valuation.
Non-Departmental	001	110201	1/110201	59805	Reserves for Operating	(174.00)	Adjustment to the Property Appraiser's General Fund budget due to final changes in the NWFL Water Management Fee portion of his budget.
Social Programs	001	130201	1/130201	53401	Other Contractual Services	363,304.00	Balance of Social Program Funds, FY17/18.
McDonald Property Lease	001	141002	001/141002	54301	Utilities	10,000.00	Balance of funding in the McDonald Property Lease Budget.
McDonald Property Lease	001	141002	001/141002	54601	Repair & Maintenance	15,000.00	Balance of funding in the McDonald Property Lease Budget.
McDonald Property Lease	001	141002	001/141002	59801	Reserves	100,000.00	Balance of funding in the McDonald Property Lease Budget.
Juvenile Justice	001	210607	001/210607	54601	Repair & Maintenance	41,507.00	Unspent lease fees
Juvenile Justice	001	210607	001/210607	55201	Operating Supplies	25,316.00	Unspent lease fees
Juvenile Justice	001	210607	001/210607	56201	Building	58,778.00	Unspent lease fees
Juvenile Justice	001	210607	001/210607	56301	Improvements Other than Buildings	10,000.00	Unspent lease fees
Juvenile Justice	001	210607	001/210607	56401	Machinery & Equipment	25,125.00	Unspent lease fees
DJJ Assessment	001	210612	001/210612	54601	Repair & Maintenance	25,558.00	Unspent lease fees
DJJ Assessment	001	210612	001/210612	55201	Operating Supplies	21,081.00	Unspent lease fees
Nat Res Mgmt/Nat Res Mgmt Adı	001	220100	001/220100	53101	Professional Services	15,180.00	Pensacola Pass Inlet Mgmt Plan
Nat Res Mgmt/RESTORE	001	220105	001/220105	53101	Professional Services	25,000.00	Planning & Development Assistance
Nat Res Mgmt/RESTORE	001	220105	001/220105	56401	Machinery & Equipment	26,500.00	Purchasing Vehicle
Nat Res Mgmt/RESTORE	001	220105	001/220105	56401	Machinery & Equipment	3,500.00	Purchasing 2 computers
Building Services/Animal Control	001	250207	001/250207	56401	Machinery & Equipment	59,001.00	Animal Control Transport Units
Information Technology/Commun	001	270103	1/270103	56401	Machinery & Equipment	10,000.00	Help purchase Timeclock Plus equipment for Public Safety
Facilities Maintenance/Maintenan	001	310203	1/310203	54601	Repair & Maintenance	44,243.00	Judical Garage Repairs
Facilities Maintenance/Maintenan	001	310203	1/310203	54601	Repair & Maintenance	37,500.00	Sheriff Admin & Judical Elavator (A&E Fees)
Facilities Management/Priority Or	001	310204	001/310204	54601	Repair & Maintenance	8,710.00	Repairs on Judicial Garage Expansion joints
Facilities Management/Priority Or	001	310204	001/310204	54601	Repair & Maintenance	821.00	Clerk Funds BA063 - Clerk IT Renovations
Miracle League	001	350238	1/350238	58201	Aid to Private Organization	6,000.00	Assistance for Miracle League - Pensacola
BCC Administration/CMR	001	380201	1/380201	53101	Professional Services	6,000.00	AV Repair Contract that wasn't Budgeted in the FY 18-19 Budget
BCC Administration/CMR	001	380201	1/380201	54701	Printing & Binding	5,000.00	Up date BCC Material with new D4 Commissioner's Name
BCC Administration/CMR	001	380201	1/380201	55501	Training	4,500.00	Training that wasn't included in the FY 18-19 Budget

FY 18/19 Re-Budgets-Manual Entry					EXPENSE SIDE:		
		Cost	Fund/Cost	Account			
Department-Division	Fund	Center	Center	Number	Title	Amount	Explanation
Prperty Appraiser	001	510101	1/510101	59702	Personal Services	174.00	Adjustment to the Property Appraiser's General Fund budget due to final changes in the NWFL Water Management Fee portion of his budget.
Tax Collector	001	520101	1/520101	54932	Pcola Beach Tax Refund	1,000,000.00	Pensacola Beach Tax Refunds due to Beach lawsuits on valuation.
Nat Res Mgmt/WQLM	101	220310	101/220310	53401	Other Contractual Services	20,000.00	Installation of Trees on County Property
Nat Res Mgmt/WQLM	101	220310	101/220310	55201	Operating Supplies	5,000.00	Purchase of Tree/Seedlings
Nat Res Mgmt/WQLM	101	220336	101/220336	53401	Other Contractual Services	6,000.00	Controlled Burns Jones Swamp
Nat Res Mgmt/WQLM	101	220336	101/220336	54601	Repair & Maintenance	2,000.00	Fence/Drainage Repairs
Nat Res Mgmt/Marine Resources	101	220809	101/220809	56301	Improvements Other than Buildings	9,600.00	Purchase/Deployment of Artificial Reef
Nat Res Mgmt/Nat Res Conserva	101	221016	101/221016	54601	Repair & Maintenance	15,946.00	Maintenance of Fire Lines-Jones Swamp
Nat Res Mgmt/NPDES	101	221018	101/221018	56401	Machinery & Equipment	4,500.00	Purchase of Flourometer
Parks / Special Events	101	350224	101/350224	54401	Rentals & Leases	2,500.00	Tents & Portable Toilets for Special Events
Parks / Special Events	101	350224	101/350224	55201	Operating Supplies	2,000.00	Operating Supplies for Events
Fishing Bridge	101	350236	101/350236	54601	Repair & Maintenance	10,000.00	Re-paint Stripping (Fishing Bridge Maintentance)
Nat Res Mgmt/Env Code Enforce	103	220110	103/220110	54906	Refunds Prior Year	58,850.00	Refund Special Magistrate Hard Costs
Nat Res Mgmt/Env Code Enforce	103	220110	103/220110	56401	Machinery & Equipment	79,996.00	Code Enforcement Replacement vehicles (3)
4th Cent Tourist Development	108	360501	108/360501	58201	Aids to Private Organizations	29,505.00	4th Cent TDT Money - District 3 Rolled in FY 16-17 - Dist. 3
Nat Res Mgmt/Marine Resources	110	220338	110/220338	53101	Professional Services	53,750.00	Analytical Services for Samples
Nat Res Mgmt/Marine Resources	110	220338	110/220338	53401	Other Contractual Services	2,850.00	Charter Boats for Sampling Events
Nat Res Mgmt/Marine Resources	110	220807	110/220807	56301	Improvements Other than Buildings	300,000.00	Reconfigure Parking Lot Galvez Landing/ADA Upgrade
Nat Res Mgmt/WQLM	110	221002	110/221002	53401	Other Contractual Services	2,156.00	Tree Removal - Jones Creek East
Nat Res Mgmt/WQLM	110	221002	110/221002	54601	Repair & Maintenance	1,000.00	Repairs to Boardwalk - Jones Creek
Nat Res Mgmt/WQLM	110	221006	110/221006	56101	Land	200,000.00	Purchase Property/Appraisals/Title Work
Nat Res Mgmt/WQLM	110	221020	110/221020	56101	Land	172,924.00	Purchase Property/Appraisals/Title Work
Nat Res Mgmt/WQLM	110	221021	110/221021	55201	Operating Supplies	500.00	LID Monitoring Costs
Nat Res Mgmt/WQLM	110	221022	110/221022	54701	Printing & Binding	1,905.00	Eductional Brochures
Nat Res Mgmt/WQLM	110	221022	110/221022	54801	Promotional Activities	2,972.00	Promotional Handouts
Nat Res Mgmt/WQLM	110	221022	110/221022	58301	Other Grants & Aids	89,687.00	Pay Turtle Lighting Reimbursements
Nat Res Mgmt/WQLM	110	221026	110/221026	51201	Regular Salaries & Wages	30,000.00	Personnel Costs - Water Quality Monitoring
Nat Res Mgmt/WQLM	110	221026	110/221026	55201	Operating Supplies	6,200.00	Monitoring Supplies
Nat Res Mgmt/WQLM	110	221028	110/221028	55201	Operating Supplies	56,523.00	Monitoring Supplies
Public Satety/Grants	110	330318	110/330318	55201	Operating Suppiles	21,087.00	EMS COUNTY AWARDS
Public Satety/Grants	110	330318	110/330318	56401	Machinery & Equipment	30,850.00	EMS COUNTY AWARDS
Public Satety/Grants	110	330318	110/330318	55401	Books/Publ/Subscript/Membr	1,848.00	EMS COUNTY AWARDS
Public Satety/Grants	110	330323	110/330323	55101	Office Supplies	0.00	Hazardous Materials Plan
Public Satety/Grants	110	330323	110/330323	55201	Operating Suppiles	19,669.00	Hazardous Materials Plan
Public Satety/Grants	110	330323	110/330323	56401	Machinery & Equipment	29,715.00	Hazardous Materials Plan
Public Satety/Grants	110	330323	110/330323	56801	Intangible Assets	6,913.00	Hazardous Materials Plan
Public Satety/Grants	110	330405	110/330405	53401	Other Contractual Service	0.00	DCA/Civil Defense Grant
Public Satety/Grants	110	330405	110/330405	54001	Travel & Per Diem	12,158.00	DCA/Civil Defense Grant
Public Satety/Grants	110	330405	110/330405	54101	Communications	7,796.00	DCA/Civil Defense Grant
Public Satety/Grants	110	330405	110/330405	54201	Postage & Freight	428.00	DCA/Civil Defense Grant
Public Satety/Grants	110	330405	110/330405	54601	Repair & Maintenance	22,893.00	DCA/Civil Defense Grant
Public Satety/Grants	110	330405	110/330405	54701	Printing & Binding	8,562.00	DCA/Civil Defense Grant
Public Satety/Grants	110	330405	110/330405	54801	Promotional Activities	16,546.00	DCA/Civil Defense Grant
Public Satety/Grants	110	330405	110/330405	55101	Office Supplies	19,277.00	DCA/Civil Defense Grant
Public Satety/Grants	110	330405	110/330405	55201	Operating Supplies	35,267.00	DCA/Civil Defense Grant

FY 18/19 Re-Budgets-Manual Entry					EXPENSE SIDE:		
		Cost	Fund/Cost	Account			
Department-Division	Fund	Center	Center	Number	Title	Amount	Explanation
Public Satety/Grants	110	330405	110/330405	55401	Books/Publ/Subscript/Membr	17,153.00	DCA/Civil Defense Grant
Public Satety/Grants	110	330405	110/330405	55501	Training/Registration	4,650.00	DCA/Civil Defense Grant
Public Satety/Grants	110	330405	110/330405	56401	Machinery & Equipment	9,935.00	DCA/Civil Defense Grant
Public Satety/Grants	110	330409	110/330409	51201	Regular Salaries	52,423.00	EMP Federal Grant
Public Satety/Grants	110	330409	110/330409	52101	FICA Taxes	4,164.00	EMP Federal Grant
Public Satety/Grants	110	330409	110/330409	52201	Retirement	395.00	EMP Federal Grant
Public Satety/Grants	110	330409	110/330409	52301	Life & Health	4,085.00	EMP Federal Grant
Public Satety/Grants	110	330409	110/330409	52401	Workers Comp	127.00	EMP Federal Grant
Public Satety/Grants	110	330409	110/330409	54101	Communications	5,500.00	EMP Federal Grant
Public Satety/Grants	110	330409	110/330409	55101	Office Supplies	4,743.00	EMP Federal Grant
Public Satety/Grants	110	330409	110/330409	55201	Operating Supplies	19,232.00	EMP Federal Grant
Public Satety/Grants	110	330409	110/330409	55401	Books/Publ/Subscript/Membr	550.00	EMP Federal Grant
Public Satety/Grants	110	330409	110/330409	55501	Training/Registration	7,000.00	EMP Federal Grant
Public Satety/Grants	110	330409	110/330409	56401	Machinery & Equipment	5,000.00	EMP Federal Grant
Public Satety/Grants	110	330412	110/330412	54001	Travel & Per Diem	3,762.00	DCA/Civil Defense Grant
Public Satety/Grants	110	330412	110/330412	54101	Communications	0.00	DCA/Civil Defense Grant
Public Satety/Grants	110	330412	110/330412	54201	Postage & Freight	300.00	DCA/Civil Defense Grant
Public Satety/Grants	110	330412	110/330412	54601	Repair & Mainentance	3,008.00	DCA/Civil Defense Grant
Public Satety/Grants	110	330412	110/330412	54701	Printing & Binding	183.00	DCA/Civil Defense Grant
Public Satety/Grants	110	330412	110/330412	54801	Promotional Activities	410.00	DCA/Civil Defense Grant
Public Satety/Grants	110	330412	110/330412	55101	Office Supplies	7,076.00	DCA/Civil Defense Grant
Public Satety/Grants	110	330412	110/330412	55201	Operating Suppiles	7,987.00	DCA/Civil Defense Grant
Public Satety/Grants	110	330412	110/330412	55401	Books/Publ/Subscript/Membr	0.00	DCA/Civil Defense Grant
Public Satety/Grants	110	330412	110/330412	55501	Training/Registration	2,475.00	DCA/Civil Defense Grant
Public Satety/Grants	110	330412	110/330412	56401	Machinery & Equipment	6,000.00	DCA/Civil Defense Grant
Public Satety/Grants	110	330413	110/330413	51201	Regular Salaries	35,620.00	EMP Federal Grant
Public Satety/Grants	110	330413	110/330413	54001	Travel & Per Diem	0.00	EMP Federal Grant
Public Satety/Grants	110	330413	110/330413	54101	Communications	1,040.00	EMP Federal Grant
Public Satety/Grants	110	330413	110/330413	54201	Postage & Freight	0.00	EMP Federal Grant
Public Satety/Grants	110	330413	110/330413	54601	Repair & Maintenance	13,905.00	EMP Federal Grant
Public Satety/Grants	110	330413	110/330413	54701	Printing & Binding	0.00	EMP Federal Grant
Public Satety/Grants	110	330413	110/330413	54801	Promotional Activities	0.00	EMP Federal Grant
Public Satety/Grants	110	330413	110/330413	55101	Office Supplies	4,355.00	EMP Federal Grant
Public Satety/Grants	110	330413	110/330413	55201	Operating Supplies	8,078.00	EMP Federal Grant
Public Satety/Grants	110	330413	110/330413	54101	Communications	0.00	EMP Federal Grant
Public Satety/Grants	110	330413	110/330413	55401	Books/Publ/Subscript/Membr	700.00	EMP Federal Grant
Public Satety/Grants	110	330413	110/330413	55501	Training/Registration	4,500.00	EMP Federal Grant
Public Satety/Grants	110	330413	110/330413	56401	Machinery & Equipment	16,970.00	EMP Federal Grant
Public Satety/Grants	110	330459	110/330459	53101	Professional Services	1,131.00	Domestic Security Grant
Public Satety/Grants	110	330459	110/330459	53401	Other Contractual Service	888.00	Domestic Security Grant
Public Satety/Grants	110	330459	110/330459	55101	Office Supplies	500.00	Domestic Security Grant
Public Satety/Grants	110	330459	110/330459	55201	Operating Suppiles	465.00	Domestic Security Grant
SOE/Elections	110	550125	110/550125	54701	Printing & Binding	11,000.00	Federal Elections Activity Grant
SOE/Elections	110	550125	110/550125	54801	Promotional Activities	309.00	Federal Elections Activity Grant
Corrections/Jail Commissary	111	290406	111/290406	56401	Machinery & Equipment	417,090.00	3 Full body scanners to be located at the Jail, Work Release and Road Prison
Court Administration	115	410503	115/410503	56401	Machinery & Equipment	36,000.00	SamrtBench Server
Court Administration	115	410503	115/410503	56401	Machinery & Equipment	8,000.00	Cisco Switch
Court Administration	115	410503	115/410503	56401	Machinery & Equipment	8,000.00	Firewall
Court Administration	115	410503	115/410503	56401	Machinery & Equipment	2,000.00	KVM Console
Court Administration	115	410503	115/410503	56401	Machinery & Equipment	4,000.00	Universal Power Supply
Court Administration	115	410503	115/410503	56401	Machinery & Equipment	50,000.00	Storage Area Network

FY 18/19 Re-Budgets-Manual Entry					EXPENSE SIDE:		
		Cost	Fund/Cost	Account			
Department-Division	Fund	Center	Center	Number	Title	Amount	Explanation
Court Administration	115	410503	115/410503	56401	Machinery & Equipment	2,500.00	Server Rack
Development Services	116	240302	116/240302	56401	Machinery & Equipment	149,337.00	pipe inspection vehicle
Nat Res Mgmt/WQLM	117	220335	117/220335	53401	Other Contractual Services	5,000.00	Contract FWC for Mouse Monitoring
Nat Res Mgmt/RESTORE	118	222001	118/222001	53401	Other Contractual Services	233,167.00	Mowing/Trash Pickup at Boat Ramps
Nat Res Mgmt/RESTORE	118	222001	118/222001	54301	Utility Services	19,512.00	Electric/Water Bills for Boat Ramps
Nat Res Mgmt/RESTORE	118	222001	118/222001	54401	Rentals & Leases	43,110.00	Portable Toilets for Boat Ramps
Nat Res Mgmt/RESTORE	118	222001	118/222001	54601	Repair & Maintenance	144,157.00	Repair/Maintain Boat Ramps
Nat Res Mgmt/RESTORE	118	222001	118/222001	55201	Operating Supplies	9,750.00	Signage for Boat Ramps
Nat Res Mgmt/RESTORE	118	222002	118/222002	51201	Regular Salaries & Wages	40,000.00	Personnel Costs - Monitoring
Nat Res Mgmt/RESTORE	118	222002	118/222002	53401	Other Contractual Services	53,882.00	Other Contractual Services - Monitoring
Nat Res Mgmt/RESTORE	118	222002	118/222002	55201	Operating Supplies	19,005.00	Operating Supplies - Monitoring
Nat Res Mgmt/RESTORE	118	222002	118/222002	56301	Improvements Other than Buildings	3,652,696.00	Stormwater Improvements/Restoration
Nat Res Mgmt/RESTORE	118	222002	118/222002	58101	Aids to Govenmental Agencies	750,000.00	City of Pensacola Projects
Nat Res Mgmt/RESTORE	118	222003	118/222003	53101	Professional Services	29,372.00	Restoration Plan/Permitting
Nat Res Mgmt/RESTORE	118	222003	118/222003	54601	Repair & Maintenance	107,434.00	Dune Restoration Construction
Nat Res Mgmt/RESTORE	118	222004	118/222004	53401	Other Contractual Services	65,550.00	Artificial Reef Deployment
Nat Res Mgmt/RESTORE	118	222004	118/222004	54401	Rentals & Leases	3,005.00	Rental Equipment
Nat Res Mgmt/RESTORE	118	222004	118/222004	55201	Operating Supplies	6,900.00	Supplies for Reef Deployment
Nat Res Mgmt/RESTORE	118	222004	118/222004	56401	Machinery & Equipment	2,812.00	Equipment to Deploy/Monitor Reefs
Public Works/Engineering	118	222005	118/222005	56301	Improvements Other than Buildings	963,090.00	NRDA Bob Sikes Fishing Pier
Nat Res Mgmt/RESTORE	118	222006	118/222006	53101	Professional Services	335,510.00	Design - Bayou Chico Sediment Removal
Nat Res Mgmt/RESTORE	118	222007	118/222007	51201	Regular Salaries & Wages	30,000.00	Personnel Costs - Monitoring/Reporting Activities
Nat Res Mgmt/RESTORE	118	222007	118/222007	53401	Other Contractual Services	18,000.00	Monitoring Plan/Permitting
Nat Res Mgmt/RESTORE	118	222007	118/222007	55201	Operating Supplies	12,000.00	Monitoring Supplies
Nat Res Mgmt/RESTORE	118	222007	118/222007	56301	Improvements Other than Buildings	5,529,003.00	Construction Beach Haven PH II
Nat Res Mgmt/RESTORE	118	222007	118/222007	56401	Machinery & Equipment	9,799.00	Purchase Multiparameter Data Sonde
Nat Res Mgmt/RESTORE	118	222020	118/222020	53101	Professional Services	300,000.00	Universal Access Master Plan
Nat Res Mgmt/RESTORE	118	222021	118/222021	53101	Professional Services	1,423,701.00	Planning/Design Stormwater Park
Nat Res Mgmt/RESTORE	118	222022	118/222022	53101	Professional Services	200,000.00	Plan/Design Stormwater Improvements
Nat Res Mgmt/RESTORE	118	222030	118/222030	54901	Other Current Charges & Obligation	40,496.00	Indirect Costs
Nat Res Mgmt/RESTORE	118	222030	118/222030	56401	Machinery & Equipment	2,400.00	Purchase Computers
Nat Res Mgmt/RESTORE	118	222031	118/222031	54901	Other Current Charges & Obligation	341,284.00	Indirect Costs
Nat Res Mgmt/RESTORE	118	222041	118/222041	51201	Regular Salaries & Wages	20,000.00	Personnel Costs - FDEP Living Shoreline
Nat Res Mgmt/RESTORE	118	222041	118/222041	53101	Professional Services	197,499.00	FDEP Living Shoreline Design
Nat Res Mgmt/RESTORE	118	222042	118/222042	53101	Professional Services	1,040,000.00	Revitalization Plan/Design
Nat Res Mgmt/RESTORE	118	222042	118/222042	55201	Operating Supplies	30,500.00	Supplies for Water Quality Monitoring
Nat Res Mgmt/RESTORE	118	222042	118/222042	56401	Machinery & Equipment	19,500.00	Equipment for Water Quality Monitoring
Nat Res Mgmt/RESTORE	118	222043	118/222043	53101	Professional Services	225,425.00	Plan/Design/Permitting SW Ponds
Facilities Management/NED	129	370224	129/370224	56201	Building	925.00	A&E Services - ADA Mode CH 2nd floor restroom
NHS/CRA	151	370114	151/370114	54301	Utility Services	94,423.00	Gulf Beach Hwy Streetlight Project
NHS/CRA	151	370115	151/370115	54301	Utility Services	74,260.00	Westernmark Subdivision Streetlight Project
NHS/CRA	151	370117	151/370117	56101	Land	18,200.00	Acquire property located at 1703 N "Q" Street for Moreno Drainage
Public Works/Engineering	167	140302	167/140302	56301	Improvements Other than Buildings	175,227.00	Bob Sikes Toll project funding.
Public Works/Engineering	167	140302	167/140302	56301	Improvements Other than Buildings	4,000,000.00	Bob Sikes Toll project funding.
Public Works/Road Operations	175	210402	175/210402	54601	Repair and Maintenance	50,000.00	Pipe Lining - Hallendale Drive/ Necessary repairs due to Flooding from Tropical Storm
Public Works/Road Operations	175	210402	175/210402	56401	Machinery & Equipment	12,214.00	2 zero turn lawnmowers
Public Works/Engineering	175	211101	175/211101	56401	Machinery & Equipment	149,337.00	pipe inspection vehicle
Public Works/Engineering	175	211602	175/211602	53401	Other Contractual Service	47,000.00	Bayou Chico Dredging

FY 18/19 Re-Budgets-Manual Entry					EXPENSE SIDE:		
		Cost	Fund/Cost	Account			
Department-Division	Fund	Center	Center	Number	Title	Amount	Explanation
Public Works/Engineering	175	211603	175/211603	58101	Aids to Government Agency	177,059.00	NAS Guide Sign Project - Construction
Office of Management & Budget	177	140571	177/140571	54301	Utilities	11,000.00	Reimbursing cost center for Homeplace Lane setup
Office of Management & Budget	177	140572	177/140572	59801	Reserves	15,000.00	Reimbursing cost center for Homeplace Lane setup
Office of Management & Budget	177	142010	177/142010	56301	Improvements Other than Buildings	200,000.00	Funds for new private property improvement MSBUs
Public Works/Engineering	181	210719	181/210719	56301	Improvements Other than Buildings	7,462.00	Drainage Basin projects
Public Works/Engineering	181	210720	181/210720	56301	Improvements Other than Buildings	13,380.00	Drainage Basin projects
Public Works/Engineering	181	210721	181/210721	56301	Improvements Other than Buildings	21,950.00	Drainage Basin projects
Public Works/Engineering	181	210722	181/210722	56301	Improvements Other than Buildings	6,275.00	Drainage Basin projects
Public Works/Engineering	181	210723	181/210723	56301	Improvements Other than Buildings	16,324.00	Drainage Basin projects
Public Works/Engineering	181	210724	181/210724	56301	Improvements Other than Buildings	109,804.00	Drainage Basin projects
Public Works/Engineering	181	210725	181/210725	56301	Improvements Other than Buildings	40,787.00	Drainage Basin projects
Public Works/Engineering	181	210726	181/210726	56301	Improvements Other than Buildings	9,328.00	Drainage Basin projects
Public Works/Engineering	181	210727	181/210727	56301	Improvements Other than Buildings	39,617.00	Drainage Basin projects
Public Works/Engineering	181	210728	181/210728	56301	Improvements Other than Buildings	75,766.00	Drainage Basin projects
Public Works/Engineering	181	210729	181/210729	56301	Improvements Other than Buildings	4,265.00	Drainage Basin projects
Public Works/Engineering	181	210730	181/210730	56301	Improvements Other than Buildings	21,539.00	Drainage Basin projects
Public Works/Engineering	181	210731	181/210731	56301	Improvements Other than Buildings	105,892.00	Drainage Basin projects
Public Works/Engineering	181	210732	181/210732	56301	Improvements Other than Buildings	25,714.00	Drainage Basin projects
Public Works/Engineering	181	210733	181/210733	56301	Improvements Other than Buildings	41,686.00	Drainage Basin projects
Public Works/Engineering	181	210734	181/210734	56301	Improvements Other than Buildings	57,350.00	Drainage Basin projects
Public Works/Engineering	181	210735	181/210735	56301	Improvements Other than Buildings	10,703.00	Drainage Basin projects
Public Works/Engineering	181	210736	181/210736	56301	Improvements Other than Buildings	8,272.00	Drainage Basin projects
Law Enforcement Trust Funds	121	540103	121/540103	58201	Aids to Private Organizations	256,381.00	Balance of Sheriff's LET Funds
County Jail Facility	311	290408	311/290408	59801	Reserves	2,212,792.00	Balance of budgeted reserves
Mass Transit	320	211222	320/211222	54607	Support Facility Repairs	4,585.00	2010 FTA Grant FL90X728
Mass Transit	320	211222	320/211222	55201	Operating Supplies	837.00	2010 FTA Grant FL90X728
Mass Transit	320	211222	320/211222	55230	Computer, Equipment, Software	3,647.00	2010 FTA Grant FL90X728
Mass Transit	320	211222	320/211222	56401	Machinery & Equipment	83,858.00	2010 FTA Grant FL90X728
Mass Transit	320	211223	320/211223	54607	Support Facility Repairs	25,409.00	2011 FTA Grant FL90X759
Mass Transit	320	211223	320/211223	56408	Maintenance Equipment	35,894.00	2011 FTA Grant FL90X759
Mass Transit	320	211224	320/211224	54601	Repair & Maintenance	124,339.00	2012 FTA Grant FL90-X804
Mass Transit	320	211224	320/211224	56401	Machinery & Equipment	61,180.00	2012 FTA Grant FL90-X804
Mass Transit	320	211226	320/211226	54601	Repair & Maintenance	17,441.00	2013 FTA320 FL90-X825
Mass Transit	320	211227	320/211227	56401	Machinery & Equipment	44,875.00	Good Repair Grant FL-04018100
Mass Transit	320	211230	320/211230	56301	Improvements Other than Buildings	600.00	FY 17-18 Budget was short $600 in error. This is correcting the budget as should have been keyed as $97,969
Mass Transit	320	211231	320/211231	56301	Improvements Other than Buildings	19,590.00	2014 FTA 320 FL90-X848
Mass Transit	320	211231	320/211231	56401	Machinery & Equipment	138,217.00	2014 FTA 320 FL90-X848

FY 18/19 Re-Budgets-Manual Entry					EXPENSE SIDE:		
		Cost	Fund/Cost	Account			
Department-Division	Fund	Center	Center	Number	Title	Amount	Explanation
Mass Transit	320	211233	320/211233	53101	Professional Services	43,007.00	2015 FTA 320 FL90−X877−00
Mass Transit	320	211233	320/211233	56301	Improvements Other than Buildings	6,190.00	2015 FTA 320 FL90−X877−00
Mass Transit	320	211233	320/211233	56401	Machinery & Equipment	1,152,091.00	2015 FTA 320 FL90−X877−00
Mass Transit	320	211234	320/211234	56301	Improvements Other than Buildings	97,639.00	2014 FTA 320 FL34-0030-00
Mass Transit	320	211234	320/211234	56401	Machinery & Equipment	220,000.00	2014 FTA 320 FL34-0030-00
Mass Transit	320	211235	320/211235	56401	Machinery & Equipment	25,476.00	2015FTA/FDOT FL 16-X015-02
Mass Transit	320	211236	320/211236	56301	Improvements Other than Buildings	31,678.00	2016 FTA FL17-003-00
Mass Transit	320	211237	320/211237	54601	Repair & Maintenance	63,831.00	2017 FTA FL17-005-00
Mass Transit	320	211237	320/211237	56301	Improvements Other than Buildings	227,420.00	2017 FTA FL17-005-00
Mass Transit	320	211237	320/211237	56401	Machinery & Equipment	210,000.00	2017 FTA FL17-005-00
Mass Transit	320	211239	320/211239	56301	Improvements Other than Buildings	34,127.00	2017 FTA 320-FL90-X938
Mass Transit	320	211239	320/211239	58101	Aids to Governmental Agencies	117,711.00	2017 FTA 320-FL90-X938
Mass Transit	320	211240	320/211240	54601	Repair & Maintenance	35,310.00	2018 FTA GRNT 1092-2018-1
Mass Transit	320	211240	320/211240	58101	Aids to Governmental Agencies	63,954.00	2018 FTA GRNT 1092-2018-1
Public Works/Engineering	352	110211	352/110211	56301	Improvements Other than Buildings	372,808.00	IIDC Water and Sewer Grant
NHS/Admin	352	110267	352/110267	55201	Opeating Supplies	30,000.00	Browsville Community Center FF&E.
Public Works/Engineering	352	110267	352/110267	56101	Land	996,450.00	Perdido Key Beach Access Land Purchase
Facilities Management	352	110267	352/110267	56201	Building	2,969,651.00	Construction - Navy Blvd. SOE Warehouse Renovation
County Admin/Extension	352	110267	352/110267	56301	Improvements Other than Buildings	121,855.00	Project 14PF2695, 4-H Barn/Animal Farm balance.
Facilities Management/Public Works	352	110274	352/110274	56301	Improvements Other than Buildings	642,899.00	SRIA Beachside Restroom Project Balance to Construction
Public Works/Engineering	352	110274	352/110274	56301	Improvements Other than Buildings	647,500.00	Pensacola Beach Restroom/Boardwalk
Public Works/Engineering	352	110275	352/110275	56401	Machinery & Equipment	4,640.00	SRIA Palm Tree Lift
Public Works/Engineering	352	210107	352/210107	56301	Improvements Other than Buildings	34,956,165.00	Balance of LOST III IOTB Public Works Projects.
Public Works/Engineering	352	210109	352/210109	56301	Improvements Other than Buildings	3,887.00	FDOT Olive Rd Grant
Public Works/Engineering	352	210114	352/210114	56301	Improvements Other than Buildings	142,748.00	Muscogee Road EDTPFA
Public Works/Engineering	352	210115	352/210115	56301	Improvements Other than Buildings	241,447.00	Quietwater Beach Landing LAP
Public Works/Engineering	352	210116	352/210116	56301	Improvements Other than Buildings	3,325.00	Design
Public Works/Engineering	352	210116	352/210116	56301	Improvements Other than Buildings	428,381.00	Construction/CEI
Public Works/Engineering	352	210117	352/210117	56301	Improvements Other than Buildings	57,587.00	Johnson Avenue LAP
Public Works/Engineering	352	210118	352/210118	56301	Improvements Other than Buildings	147,462.00	CR292 Gulf Beach Hwy LAP
Public Works/Engineering	352	210119	352/210119	56301	Improvements Other than Buildings	197,075.00	CR399 SRIA Traffic Calming Interlocal
Public Works/Engineering	352	210120	352/210120	56301	Improvements Other than Buildings	1,851,497.00	HMGP Bristol Park - Grant
Public Works/Engineering	352	210121	352/210121	56301	Improvements Other than Buildings	14,509.00	HMGP Lake Charlene - Grant
Public Works/Engineering	352	210122	352/210122	56301	Improvements Other than Buildings	11,140.00	North W Street Sidewalks LAP
Public Works/Engineering	352	210124	352/210124	56301	Improvements Other than Buildings	1,423,344.00	HMGP Delano
Public Works/Engineering	352	210125	352/210125	56301	Improvements Other than Buildings	529,988.00	CR295A Old Corry Sidewalk LAP
Public Works/Engineering	352	210126	352/210126	56301	Improvements Other than Buildings	73,000.00	Massachusetts Avenue LAP
Public Works/Engineering	352	210126	352/210126	56301	Improvements Other than Buildings	138,000.00	(should be in 210107 but h as been recorded in
Public Works/Engineering	352	210127	352/210127	56301	Improvements Other than Buildings	506,250.00	LAP OC Phillips/Brushy Creek Design
Public Works/Engineering	352	210128	352/210128	56301	Improvements Other than Buildings	487,500.00	LAP Dawson Road Bridge
Public Works/Engineering	352	210129	352/210129	56301	Improvements Other than Buildings	500,000.00	Muscogee Road Phase IVB
Public Works/Engineering	352	210130	352/210130	56301	Improvements Other than Buildings	397,400.00	HMGP Pin Oak Lane
Public Works/Engineering	352	210131	352/210131	56301	Improvements Other than Buildings	646,930.00	Motley Court Clear Creek

FY 18/19 Re-Budgets-Manual Entry					EXPENSE SIDE:		
		Cost	Fund/Cost	Account			
Department-Division	Fund	Center	Center	Number	Title	Amount	Explanation
Public Works/Engineering	352	210517	352/210517	56301	Improvements Other than Buildings	21,012.00	Myrtle Grove Sidewalks
Public Works/Engineering	352	211301	352/211301	51201	Regular Salaries	30,000.00	Design Team - Regular Salaries
Nat Res Mgmt/LOST III	352	220102	352/220102	56101	Land	179,047.00	Purchase Environmentally Sensitive Land Proj# 08NE0028
Nat Res Mgmt/LOST III	352	220102	352/220102	56101	Land	378,602.00	Appraisal/Survey Redevelopment Property Proj# 08NE0058
Nat Res Mgmt/LOST III	352	220102	352/220102	56101	Land	200,000.00	Envion Sensitive Land Acquisition
Nat Res Mgmt/LOST III	352	220102	352/220102	56301	Improvements Other than Buildings	1,402,648.00	Balance of LOST III IOTB Projects NRM
LOST III	352	330435	352/330435	56401	Machinery & Equipment	16,999.00	Animal Control Transport Units/Proj# 08PS0048
Parks and Recreation	352	350222	352/350222	53401	Other Contractual Svcs	90.00	Equestrian Center Balance in project
Parks and Recreation	352	350222	352/350222	54101	Communications	1,305.00	Equestrian Center Balance in project
Parks and Recreation	352	350222	352/350222	54301	Utility Services	52,266.00	Equestrian Center Balance in project
Parks and Recreation	352	350222	352/350222	54401	Rentals and Leases	2,400.00	Equestrian Center Balance in project
Parks and Recreation	352	350222	352/350222	54601	Repair and Maintenance	20,197.00	Equestrian Center Balance in project
Parks and Recreation	352	350222	352/350222	54901	Other Current Charges	300.00	Equestrian Center Balance in project
Parks and Recreation	352	350222	352/350222	55201	Operating Supplies	17,156.00	Equestrian Center Balance in project
Parks and Recreation	352	350222	352/350222	59801	Reserves	52,749.00	Equestrian Center Balance in project
Parks and Recreation	352	350229	352/350229	53401	Other Contractual Service	15,996.00	Park Mowing
Parks and Recreation	352	350229	352/350229	56201	Building	66,676.00	Baulah Park Restroom Construction
Parks and Recreation	352	350229	352/350229	56301	Improvements Other than Buildings	1,857,283.00	Balance of Parks IOTB LOST III Prjoects
Parks and Recreation	352	350231	352/350231	51201	Regular Salaries	43,993.00	Equestrian Center
Parks and Recreation	352	350231	352/350231	55201	Operating Supplies	9,557.00	TOTAL FUND 350231
NHS/Comm Centers	352	370106	352/370106	53401	Other Contractual Srvices	50,000.00	LOST III Community Centers balance
Public Works/Engineering	353	210106	353/210106	56301	Improvements Other than Buildings	3,123,893.00	Balance of current LOST IV Projects
Parks and Recreation	353	350221	353/350221	56301	Improvements Other than Buildings	600,000.00	County Operated Event Facilities Mgmt
Parks and Recreation	353	350221	353/350221	56301	Improvements Other than Buildings	600,000.00	Countywide Park Maintenance
Waste Services/Transfers	401	230303	401/230303	56401	Machine & Equipment	1,035,000.00	Allocating for RD Waste Handling Equipment
Waste Services/Transfer Station	401	230307	401/230307	53401	Other Contractual Services	20,000.00	Demolition of Building - Palafox Transit Station
Waste Services/Projects	401	230315	401/230315	54612	Capital Repair & Maintenance - Floc	16,319.00	Flood repairs at Beulah Landfill
Waste Services/Projects	401	230315	401/230315	56301	Improvement other than Building	62,400.00	Fencing & Borrow Pit at Perdido Landfill
Waste Services/Projects	401	230315	401/230315	56301	Improvement other than Building	129,000.00	Construct road for Bailey Property
Public Safety/EMS Operations	408	330302	408/330302	56401	Machinery & Equipment	238,637.00	Physio-Control, 7 LifePak 15 cardiac monitors approved by BCC 9/20/18
Property Casualty	501	140835	501/140835	54501	Insurance/Surety Bonds	300,000.00	Balance of Insurance proceeds from water damage in the judicial building.
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					TOTAL:	**89,783,082.00**	

FY 18/19 Re-Budgets-Manual Entry					REVENUE SIDE:		
Department-Division	Fund	Cost Center	Fund/Cost Center	Account Number	Title	Amount	Explanation
General Fund	001			389901	Fund Balance	125,000.00	Balance of funding in the McDonald Property Lease Budget.
General Fund	001			389901	Fund Balance	59,001.00	Animal Control Transport Units
Facilities Management/Priority One	001			389901	Fund Balance	9,531.00	Priority One Projects
Juvenile Justice	001			389901	Fund Balance	160,726.00	Unspent lease fees
DJJ Assessment	001			389901	Fund Balance	46,639.00	Unspent lease fees
General Fund	001			389901	Fund Balance	91,809.00	Intern Money-Remaining Balance Rolled in FY 17-18 - Dist. 1-5.
General Fund	001			389901	Fund Balance	12,500.00	Machinery & Equipment (Comr. Elect D4 Computer/Desk) Operating Supplies (Pine Straw/Plants-Central Office/Public Safety)
General Fund	001			389901	Fund Balance	314,270.00	Discretionary Money-Remaining Balance Rolled in FY 17-18 - Dist 1-5
General Fund	001			389901	Fund Balance	363,304.00	Balance of Social Program Funds, FY17/18.
General Fund	001			389901	Fund Balance	15,500.00	AV Repair Contract that wasn't Budgeted in the FY 18-19 Budget, Training that wasn't included in the FY 18-19 Budget
General Fund	001			389901	Fund Balance	10,000.00	Help purchase Timeclock Plus equipment for Public Safety
General Fund	001			389901	Fund Balance	6,000.00	Assistance for Miracle League - Pensacola
General Fund	001			389901	Fund Balance	81,743.00	Judicial Garage Repairs & Sheriff Admin & Judicial Elevator (A&E Fees)
General Fund	001			389901	Fund Balance	15,180.00	Pensacola Pass Inlet Mgmt Plan
General Fund	001			389901	Fund Balance	55,000.00	General Fund RESTORE Direct Component
General Fund	001			389901	Fund Balance	65,600.00	X-ray, Desk, and Agenda Software/Administration
Escambia County Restricted Fund	101			334332	Natl Pollutant Discharge System	4,500.00	Purchase of Flourometer
Escambia County Restricted Fund	101			343701	Tree Fund Ordinance Fees	25,000.00	Tree Fund Ordinance Fees
Restricted Fund	101			347206	Fishing Bridge	10,000.00	Re-paint Stripping (Fishing Bridge Maintenance)
Escambia County Restricted Fund	101			349010	Wetland Mitigation Fees	8,000.00	Wetland Mitigation Fees
Escambia County Restricted Fund	101			365002	Jones Swamp Wetland Preserve	15,946.00	Maintenance of Fire Lines-Jones Swamp
Escambia County Restricted Fund	101			366004	Memorial Reef	9,600.00	Purchase/Deployment of Artificial Reef
Restricted Fund	101			389901	Fund Balance	4,500.00	Tents & Portable Toilets for Special Events / Operating Supplies for Events
Nat Res Mgmt/Env Code Enforcement	103			389901	Fund Balance	138,846.00	Refund Special Magistrate Hard Costs & Purchase vehicles
Tourist Development Fund	108			389901	Fund Balance	29,505.00	4th Cent TDT Money - District 3 Rolled in FY 16-17 - Dist. 3
SOE/Elections	110			331105	Federal Elections Activity Grant	11,309.00	Federal Elections Activity Grant
Public Safety/Grants	110			331228	DCA/Civil Defense Grant	31,201.00	DCA/Civil Defense Grant
Public Safety/Grants	110			331228	DCA/Civil Defense Grant	154,665.00	DCA/Civil Defense Grant
Public Safety/Grants	110			331266	EMP Federal Grant	103,219.00	EMP Federal Grant
Public Safety/Grants	110			331266	EMP Federal Grant	85,168.00	EMP Federal Grant
Other Grants and Projects Fund	110			331305	Glynn Key Stormwater	3,156.00	Glynn Key Stormwater
Other Grants and Projects Fund	110			331901	EPA Jackson Lake 43616	36,200.00	EPA Jackson Lake 43616
Other Grants and Projects Fund	110			334220	Density Reduction	200,000.00	Purchase Property/Appraisals/Title Work
Public Safety/Grants	110			334221	EMS County Awards	53,785.00	EMS COUNTY AWARDS
Public Safety/Grants	110			334244	Hazardous Materials Plan	56,297.00	Hazardous Materials Plan
Public Safety/Grants	110			334252	Domestic Security Grant	2,984.00	Domestic Security Grant
Other Grants and Projects Fund	110			334280	Defense Infrastructure 2014	172,924.00	Purchase Property/Appraisals/Title Work
Other Grants and Projects Fund	110			334326	Oriskany PCB Monitoring	56,600.00	Analytical services for samples and Charter boats for sampling events
Other Grants and Projects Fund	110			334367	FDEP LID Monitoring Grant	500.00	LID Monitoring Costs
Other Grants and Projects Fund	110			334368	NRDA Turtle Grant DEP/FWC	94,564.00	NRDA Turtle Grant DEP/FWC
Other Grants and Projects Fund	110			334704	Vessel Registration Fees	300,000.00	Reconfigure Parking Lot Galvez Landing/ADA Upgrade
Other Grants and Projects Fund	110			337386	NFWF Living Shoreline	56,523.00	Monitoring Supplies

FY 18/19 Re-Budgets-Manual Entry					REVENUE SIDE:		
Department-Division	Fund	Cost Center	Fund/Cost Center	Account Number	Title	Amount	Explanation
Jail Commissary Fund	111			389901	Fund Balance	417,090.00	3 Full body scanners to be located at the Jail, Work Release and Road Prison
Article V Fund	115			389901	Fund Balance	110,500.00	Court Administration Capital and Equipment
Development Services	116			389901	Fund Balance	149,337.00	pipe inspection vehicle
Perdido Beach Mouse Fund	117			389901	Fund Balance	5,000.00	Contract FWC for Mouse Monitoring
Gulf Coast Restoration Fund	118			331301	RDC Natural Resources	1,090,000.00	RES Carpenter Crk/Texar
Gulf Coast Restoration Fund	118			331301	RDC Natural Resources	225,425.00	RES Eleven Mile Ponds
Gulf Coast Restoration Fund	118			331306	Bayou Chico Sediment	335,510.00	Design - Bayou Chico Sediment Removal
Gulf Coast Restoration Fund	118			331350	FDEP#FES04 Beach Haven PH	5,598,802.00	FDEP#FES04 Beach Haven PH II
Gulf Coast Restoration Fund	118			331706	RDC Infrastructure	200,000.00	RESTORE S Dogtrack Drainage
Gulf Coast Restoration Fund	118			331705	FDEP Living Shoreline	217,499.00	Personnel Costs & Design - FDEP Living Shoreline
Gulf Coast Restoration Fund	118			331706	RDC Infrastructure	300,000.00	Universal Access Master Plan
Gulf Coast Restoration Fund	118			331706	RDC Infrastructure	1,423,701.00	RESTORE Hollice Williams SW Park
Gulf Coast Restoration Fund	118			334325	Perdido Key Dune Restoration	136,806.00	Perdido Key Dune Restoration
Gulf Coast Restoration Fund	118			334385	NFWF# 45910 Bayou Chico	4,515,583.00	NFWF# 45910 Bayou Chico
Gulf Coast Restoration Fund	118			334735	NRDA Boat Ramps	449,696.00	NRDA Boat Ramps
Gulf Coast Restoration Fund	118			334736	RESTORE Planning Assistance	42,896.00	Indirect Costs & Purchase Computers- RESTORE Planning Assistance
Gulf Coast Restoration Fund	118			334737	FWC 15153 Artificial Reefs	78,267.00	FWC 15153 Artificial Reefs
Public Works/Engineering	118			334738	NRDA Bob Sikes Fishing Pier	963,090.00	NRDA Bob Sikes Fishing Pier
Gulf Coast Restoration Fund	118			389901	RESTORE Fund Balance	341,284.00	Indirect Costs
Facilities Management/NED	129			331556	2015 HUD Entitlement Grant	925.00	A&E Services - ADA Mode CH 2nd floor restroom
NHS/CRA	151			389901	Fund Balance	18,200.00	CRA Englewood
NHS/CRA	151			389901	Fund Balance	74,260.00	CRA Palafox
NHS/CRA	151			389901	Fund Balance	94,423.00	CRA Warrington
Public Works/Engineering	167			344601	Bob Sikes Toll	4,175,227.00	Bob Sikes Toll project funding.
Public Works/Engineering	175			369401	Reimbursements	177,059.00	NAS Guide Sign Project - Construction
Transportation Trust Fund	175			389901	Fund Balance	50,000.00	Pipe Lining - Hallendale Drive/ Necessary repairs due to Flooding from Tropical Storm
Public Works/Road Operations	175			389901	Fund Balance	12,214.00	2 zero turn lawnmowers
Public Works/Engineering	175			389901	Fund Balance	149,337.00	pipe inspection vehicle
Public Works/Engineering	175			389901	Fund Balance	47,000.00	Bayou Chico Dredging
Office of Management & Budget	177			389901	Fund Balance	226,000.00	MSBU adjustments
Public Works/Engineering	181			389901	Fund Balance	616,114.00	Drainage Basin projects
Law Enforcement Trust Fund	121			389901	Fund Balance	256,381.00	Balance of Sheriff's LET Funds
Series 2017 Project Fund/New Jail	311			389901	Fund Balance	2,212,792.00	Balance of budgeted reserves
FTA Capital Fund	320			331426	2017 FTA 320-FL90-X938	151,838.00	2017 FTA 320-FL90-X938
FTA Capital Fund	320			331427	2018 FTA GRNT 1092-2018-1	99,264.00	2018 FTA GRNT 1092-2018-1
FTA Capital Fund	320			331455	2010 FTA Grant FL90X728	92,927.00	2010 FTA Grant FL90X728
FTA Capital Fund	320			331459	2011 FTA Grant FL90X759	61,303.00	2011 FTA Grant FL90X759
FTA Capital Fund	320			331460	2012 FTA Grant FL90-X804	185,519.00	2012 FTA Grant FL90-X804
FTA Capital Fund	320			331464	2013 FTA320 FL90-X825	17,441.00	2013 FTA320 FL90-X825
FTA Capital Fund	320			331466	Good Repair Grant FL-0401810(	44,875.00	Good Repair Grant FL-04018100
FTA Capital Fund	320			331470	2013 FTA 5339 FL 34-0021	600.00	FY 17-18 Budget was short $600 in error. This is correcting the budget as should have been keyed as $97,969
FTA Capital Fund	320			331472	2014 FTA 320 FL90-X848	157,807.00	2014 FTA 320 FL90-X848
FTA Capital Fund	320			331477	2015 FTA 320 FL90−X877−00	1,201,288.00	2015 FTA 320 FL90−X877−00
FTA Capital Fund	320			331478	2014 FTA 320 FL34-0030-00	317,639.00	2014 FTA 320 FL34-0030-00

FY 18/19 Re-Budgets-Manual Entry					REVENUE SIDE:		
Department-Division	Fund	Cost Center	Fund/Cost Center	Account Number	Title	Amount	Explanation
FTA Capital Fund	320			331479	2015FTA/FDOT FL 16-X015-02	25,476.00	2015FTA/FDOT FL 16-X015-02
FTA Capital Fund	320			331480	2016 FTA FL17-003-00	31,678.00	2016 FTA FL17-003-00
FTA Capital Fund	320			331482	2017 FTA FL17-005-00	501,251.00	2017 FTA FL17-005-00
Public Works/Engineering	352			389901	Fund Balance	3,887.00	FDOT Olive Rd Grant
Public Works/Engineering	352			389901	Fund Balance	34,956,165.00	Public Works LOST III
Public Works/Engineering	352			331285	HMGP Bristol Park - Grant	1,851,497.00	HMGP Bristol Park - Grant
Public Works/Engineering	352			331286	HMGP Lake Charlene - Grant	14,509.00	HMGP Lake Charlene - Grant
Public Works/Engineering	352			331287	HMGP Delano	1,423,344.00	HMGP Delano
Public Works/Engineering	352			331288	HMGP Pin Oak Lane	397,400.00	HMGP Pin Oak Lane
Public Works/Engineering	352			331289	Motley Court Clear Creek	646,930.00	Motley Court Clear Creek
Public Works/Engineering	352			331413	Myrtle Grove Sidewalks	21,012.00	Myrtle Grove Sidewalks
Public Works/Engineering	352			331491	LAP OC Phillips/Brushy Creek D	506,250.00	LAP OC Phillips/Brushy Creek Design
Public Works/Engineering	352			331492	LAP Dawson Road Bridge	487,500.00	LAP Dawson Road Bridge
Public Works/Engineering	352			334453	Muscogee Road EDTPFA	142,748.00	Muscogee Road EDTPFA
Public Works/Engineering	352			334494	North W Street Sidewalks LAP	11,140.00	North W Street Sidewalks LAP
Public Works/Engineering	352			334495	Quietwater Beach Landing LAP	241,447.00	Quietwater Beach Landing LAP
Public Works/Engineering	352			334496	Bauer Road Paved Shoulders LA	431,706.00	Bauer Road Paved Shoulders LAP Project
Public Works/Engineering	352			334497	Johnson Avenue LAP	57,587.00	Johnson Avenue LAP
Public Works/Engineering	352			334498	CR295A Old Corry Sidewalk LAI	529,988.00	CR295A Old Corry Sidewalk LAP
Public Works/Engineering	352			334499	CR292 Gulf Beach Hwy LAP	147,462.00	CR292 Gulf Beach Hwy LAP
Public Works/Engineering	352			337403	SRIA Contribution	647,500.00	Pensacola Beach Restroom/Boardwalk
Public Works/Engineering	352			337403	SRIA Contribution	4,640.00	SRIA Palm Tree Lift
Public Works/Engineering	352			337403	SRIA Contribution	197,075.00	CR399 SRIA Traffic Calming Interlocal
Parks and Recreation	352			347530	Equestrian Center Fees	53,550.00	Equestrian Center LOST III
LOST III	352			389901	Fund Balance	16,999.00	Animal Control Transport Units/Proj# 08PS0048
Facilities LOST III	352			389901	Fund Balance	3,799,226.00	Facilities LOST Projects balance
NHS/Admin	352			389901	Fund Balance	30,000.00	Brownsville Community Center FF&E.
Nat Res Mgmt/LOST III	352			389901	Fund Balance	2,160,297.00	Nat Res Mgmt/LOST III
County Admin/Extension	352			389901	Fund Balance	121,855.00	Project 14PF2695, 4-H Barn/Animal Farm balance.
Parks and Recreation	352			389901	Fund Balance	1,753,279.00	Balance Parks LOST
Parks and Recreation	352			389901	Fund Balance	146,463.00	Total 350222/ Equestrian
Public Works/Engineering	352			389901	Fund Balance	372,808.00	IIDC Water and Sewer Grant
Public Works/Engineering	352			389901	Fund Balance	996,450.00	Perdido Key Beach Access Land Purchase
Public Works/Engineering	352			389901	Fund Balance	211,000.00	Massachusetts Avenue LAP
Public Works/Engineering	352			389901	Fund Balance	500,000.00	Muscogee Road Phase IVB
Public Works/Engineering	352			389901	Fund Balance	30,000.00	Design Team - Regular Salaries
NHS/Comm Centers	352			389901	Fund Balance	50,000.00	LOST III Community Centers balance
Parks and Recreation	353			389901	Fund Balance	1,200,000.00	TOTAL 350221
Public Works/Engineering	353			389901	Fund Balance	3,123,893.00	Public Works LOST IV
Waste Services/Transfer Station	401			389901	Fund Balance	1,055,000.00	Demolition of Building - Palafox Transit Station
Waste Services/Projects	401			389901	Fund Balance	207,719.00	Flood repairs at Beulah Landfill, Fencing & Borrow Pit at Perdido Landfill, and Construct road for Bailey Property.
Public Safety/EMS Operations	408			389901	Fund Balance	238,637.00	Physio-Control, 7 LifePak 15 cardiac monitors approved by BCC 9/20/19
Internal Service Fund	501			389901	Fund Balance	300,000.00	Balance of Insurance proceeds from water damage in the judicial building.
			/				
			/		**TOTAL:**	**89,783,082**	
			/				

Open Purchase Orders

Fund	Fund Title	Cost Center	Cost Center Title	Account	Proj	Proj Acct	PO No	PO Description	Vend No	Full Vendor Name	Line No	Final	Orig Amt	Change Bal	Paymt Bal	Remaining Balance
001	GENERAL FUND	110201	NON DEPTMNTAL ADMIN	53101			161504	CLASSIFICATION & COMPENSA	422363	422363 - EVERGREEN SOLUTIONS LLC	1		79,500.00	0.00	59,625.00	19,875.00
				53101			180488	PURCHASE ORDER FOR OPEB (	423723	423723 - GABRIEL ROEDER SMITH & COMPANY	1		19,500.00	0.00	15,500.00	4,000.00
001	GENERAL FUND	110601	COUNTY ATTY ADMIN	54901			181518	ONE DELL LATITUDE 7390 2-	040517	040517 - DELL MARKETING LP	1		1,909.00	0.00	0.00	1,909.00
001	GENERAL FUND	140201	OMB-ADMIN	53101			181481	AUDIT SERVICES FOR ESCAMB	230810	230810 - WARREN AVERETT LLC	1		33,000.00	0.00	16,307.93	16,692.07
001	GENERAL FUND	140701	OFFICE OF PURCHASING-ADMI	55101			181508	DELL 24 MONITOR – E2417H,	040517	040517 - DELL MARKETING LP	4		251.58	0.00	0.00	251.58
				56401			181508	DELL 24 MONITOR – E2417H,	040517	040517 - DELL MARKETING LP	4		1,257.90	0.00	0.00	1,257.90
				55201			181508	OPTIPLEX 5050 MFF, PER QU	040517	040517 - DELL MARKETING LP	3		1,482.66	0.00	0.00	1,482.66
				56401			181508	DELL BUSINESS DOCK - WD15	040517	040517 - DELL MARKETING LP	2		528.00	0.00	0.00	528.00
				56401			181508	DELL LATITUDE 5590, RCRC9	040517	040517 - DELL MARKETING LP	1		4,740.00	0.00	0.00	4,740.00
001	GENERAL FUND	210607	JUVENILE JUSTICE	56201			181443	DJJ - ADDITIONAL DOOR OF	100313	100313 - JOHNSON CONTROLS INC	1		11,956.93	0.00	0.00	11,956.93
001	GENERAL FUND	221001	LAND MANAGEMENT SECTION	56801			161076	MATRIX GEMINI ENVIRONMENT	421803	421803 - AUTOSCRIBE INFORMATICS INC	1		34,985.00	(3,294.18)	30,338.83	1,351.99
001	GENERAL FUND	250207	ANIMAL CONTROL ENFORCEMNT	56401			181198	ANIMAL TRANSPORT UNIT FOR	424352	424352 - BOWIE INTERNATIONAL LLC	1		23,265.00	0.00	0.00	23,265.00
				56401	08PS0048	56401	181276	FORD F-250 3/4 TON EXTEND	042807	042807 - DUVAL FORD LLC	1		13,117.00	0.00	0.00	13,117.00
001	GENERAL FUND	270102	INFORMATION SYSTEMS	53101			181028	OFFICE 365 HEALTHCHECK, R	424455	424455 - PLANET TECHNOLOGIES INC	1		16,800.00	0.00	13,440.00	3,360.00
				56401			181520	PURCHASE A SERVER FOR INT	040517	040517 - DELL MARKETING LP	1		5,536.44	0.00	0.00	5,536.44
001	GENERAL FUND	270103	TELECOMMUNICATIONS	56401			181521	PURCHASE OF SWITCHES FOR	150525	150525 - PC SPECIALISTS INC	1		6,629.10	0.00	0.00	6,629.10
001	GENERAL FUND	310203	FACILITIES MAINTENANCE	54601			181484	EMERGENCY REPAIR TO HEATE	010332	010332 - ADCO COMPANIES, LTD	2		18,288.00	0.00	0.00	18,288.00
				54601			181484	EMERGENCY REPAIR TO HEATE	010332	010332 - ADCO COMPANIES, LTD	1		9,569.00	0.00	0.00	9,569.00
001	GENERAL FUND	310204	FACILITIES PRIORITY ONE	53101			181207	A&E SERVICES FOR THE CLER	026399	026399 - BULLOCK TICE ASSOCIATES INC	1		14,610.00	0.00	11,955.00	2,655.00
001	GENERAL FUND	330403	COMMUNICATIONS	54601			181497	MICROWAVE SITE MAINTENANC	034300	034300 - COMMUNICATIONS ENGINEERING SERVICES	1		5,850.00	0.00	0.00	5,850.00
				54601			181502	SLR8000 100 WATT BASE REP	034300	034300 - COMMUNICATIONS ENGINEERING SERVICES	1		8,221.00	0.00	0.00	8,221.00
				54601			181531	MODEL GXT4-6000RT208, 600	034300	034300 - COMMUNICATIONS ENGINEERING SERVICES	1		6,980.00	0.00	0.00	6,980.00
101	ESCAMBIA CTY RESTRICTED	221018	NATL POLLUTNT DISCHRG SYS	56801			161076	MATRIX GEMINI ENVIRONMENT	421803	421803 - AUTOSCRIBE INFORMATICS INC	1		15,000.00	(2,400.00)	10,206.38	2,393.62
102	ECONOMIC DEVELOPMENT	360704	ECON DEV OPERATING	56101	13OLF8	56101	140476	PD 12-13.065 "DESIGN SERV	021556	021556 - BASKERVILLE-DONOVAN INC	1		0.00	792,849.65	792,506.96	342.69
103	CODE ENFORCEMENT	220110	ENVIR CODE ENFORCEMNT	53401			181476	2501 W LEE STREET	423827	423827 - LARRY GATES CONSTRUCTION	3		12,500.00	0.00	0.00	12,500.00
				53401			181476	9929 BEULAH ROAD	423827	423827 - LARRY GATES CONSTRUCTION	1		13,000.00	0.00	0.00	13,000.00
				53401			181478	2713 N M STREET	013673	013673 - APPLIED CONSTRUCTION MANAGEMENT	3		13,500.00	0.00	0.00	13,500.00
108	TOURIST PROMOTION	220805	4TH CENT MARINE RECREATIO	53101			161131	OBTAIN PERMITS FOR HABITA	232151	232151 - WETLAND SCIENCES INC.	1		7,000.00	0.00	3,500.00	3,500.00
				53101			181152	OBTAIN ALL NECESSARY REGU	232151	232151 - WETLAND SCIENCES INC.	1		3,000.00	0.00	0.00	3,000.00
108	TOURIST PROMOTION FUND	360105	FOURTH CENT PROJECTS	58201			161569	ON 09/01/16, THE BOARD AP	421332	421332 - CANTONMENT IMPROVEMENT COMMITTEE IN	1		1,300.00	0.00	0.00	1,300.00
110	OTHER GRANTS & PROJECTS	220807	VESSEL REGISTRATION FEES	56301			161395	PERDIDO BAY BOAT RAMP PRO	081206	081206 - MOTT MACDONALD CONSULTANTS INC	1		78,051.00	3,023.00	66,921.40	14,152.60

Open Purchase Orders

Fund	Fund Title	Cost Center	Cost Center Title	Account	Proj	Proj Acct	PO No	PO Description	Vend No	Full Vendor Name	Line No	Final	Orig Amt	Change Bal	Paymt Bal	Remaining Balance
				56301			181516	PROVIDE ENGINEERING SERVI	422931	422931 - MUNICIPAL ENGINEERING SERVICES INC	1		49,430.00	0.00	0.00	49,430.00
110	OTHER GRANTS & PROJECTS	221020	DEFENSE INFRSTRUCTRE 2014	56101			181517	APPRAISALS FOR PROPERTIES	410028	410028 - BRANTLEY & ASSOCIATES	1		10,500.00	0.00	0.00	10,500.00
110	OTHER GRANTS & PROJECTS	221021	FDEP LID MONITORING	53401			161452	OPEN PURCHASE ORDER FOR A	200965	200965 - TESTAMERICA LABORATORIES INC	1		4,888.00	3,310.00	5,721.00	2,477.00
				55201			161464	OPEN ORDER FOR MULTIPLE P	061420	061420 - FISHER SCIENTIFIC CO LLC	1		10,000.00	0.00	5,109.68	4,890.32
				55201			171250	BLANKET PURCHASE ORDER FO	191932	191932 - SEIGNIORY CHEMICAL PRODUCTS LTD	1		4,500.00	0.00	1,115.00	3,385.00
110	OTHER GRANTS & PROJECTS	221022	NRDA TURTLE GRANT-DEP/FWC	53401			181022	TEMPORARY LABOR FOR COMPL	023818	023818 - BLUE ARBOR INC	1		30,000.00	0.00	15,968.29	14,031.71
110	OTHER GRANTS & PROJECTS	221026	EPA-JACKSON LAKE 43616	54601			181473	PURCHASE OF HERBACEOUS PL	423982	423982 - BEEMATS LLC	1		44,200.00	0.00	0.00	44,200.00
110	OTHER GRANTS	330318	EMS COUNTY AWARD	55201			181453	BINDER LIFT - VINYL SIZE	423751	423751 - BINDER LIFT LLC	1		999.15	0.00	0.00	999.15
112	DISASTER RECOVERY	250122	FEMA MIT ASSISTANCE	54901			161327	FEMA FLOOD MITIGATION ASS	422161	422161 - ARCADIS US INC	1		0.00	37,336.50	19,660.00	17,676.50
112	DISASTER RECOVERY	250123	FLOOD MITIGATION ASSIST	54901			181272	FEMA FLOOD MITIGATION ASS	422161	422161 - ARCADIS US INC	1		34,356.00	0.00	0.00	34,356.00
112	DISASTER RECOVERY	250124	FEMA FLD MIT RETROFIT	54901			181273	FEMA FLOOD MITIGATION ASS	422161	422161 - ARCADIS US INC	1		21,889.00	0.00	0.00	21,889.00
112	DISASTER RECOVERY	330492	CAT C - APRIL 2014 FLOODS	54612	ESCPW23	54612	140760	CONTRACT AWARD PER THE TE	081206	081206 - MOTT MACDONALD CONSULTANTS INC	1		0.00	35,081.00	34,885.50	195.50
112	DISASTER RECOVERY	330494	CAT E - APRIL 2014 FLOODS	56201	414F0080	56201	161376	A&E SERVICES FOR 2014 FLO	195504	195504 - STOA INTERNATIONAL/FLORIDA INC	2		16,506.00	0.00	8,341.00	8,165.00
				56201	414F179A	56201	161376	A&E SERVICES FOR THE 2014	195504	195504 - STOA INTERNATIONAL/FLORIDA INC	1		21,352.00	0.00	10,279.00	11,073.00
113	LIBRARY FUND	110501	OPERATIONS	53401			181212	LIBRARY LOGO APPLIED TO 4	424939	424939 - SIGNATURE TECH LLC	1		3,200.00	0.00	0.00	3,200.00
				56401			181222	VAN "W3U" - ONE 2018 FORD	422097	422097 - GARBER FORD INC	3		37,740.80	0.00	0.00	37,740.80
				56401			181222	VAN "W2U" - TWO 2018 FORD	422097	422097 - GARBER FORD INC	2		69,010.80	0.00	0.00	69,010.80
				56401			181222	VAN "U4X" ONE 2018 FORD T	422097	422097 - GARBER FORD INC	1		39,638.90	0.00	0.00	39,638.90
				56401			181241	(2) VAN "W2U" - UPON DELI	080929	080929 - HARRELL & HALL ENTERPRISES INC	2		2,009.00	0.00	0.00	2,009.00
				56401			181241	(1) VAN "W2U" - UPON DELI	080929	080929 - HARRELL & HALL ENTERPRISES INC	1		1,554.00	0.00	0.00	1,554.00
				56401			181242	CARGO BARRIERS INSTALLED	061447	061447 - SPECIALTY VEHICLES SOUTHEAST, INC	1		1,791.10	0.00	0.00	1,791.10
113	LIBRARY FUND	110503	INFORMATION	53401			181519	UPGRADE TWO EXISTING A/V	165119	165119 - PRO SOUND, INC	1		1,650.00	0.00	0.00	1,650.00
				55201			181519	UPGRADE TWO EXISTING A/V	165119	165119 - PRO SOUND, INC	1		6,000.00	0.00	0.00	6,000.00
				53401			181522	PURCHASE HARDWARE FOR PC	420005	420005 - THE LIBRARY CORPORATION	1		0.00	1,000.00	0.00	1,000.00
				55201			181522	PURCHASE HARDWARE FOR PC	420005	420005 - THE LIBRARY CORPORATION	1		0.00	1,106.60	0.00	1,106.60
				56401			181522	PURCHASE HARDWARE FOR PC	420005	420005 - THE LIBRARY CORPORATION	1		2,875.00	0.00	0.00	2,875.00
114	MISDEMEANOR PROBATION FD	290301	MISDEMEANOR PROBATION	55501			171461	TO PROVIDE FOR IMPLEMENTA	423519	423519 - SPIRIT INC	1		4,800.00	0.00	0.00	4,800.00
				56801			171461	TO PROVIDE FOR IMPLEMENTA	423519	423519 - SPIRIT INC	1		172,325.00	0.00	170,000.00	2,325.00
115	ARTICLE V FUND	410503	CA-ESCAMBIA TECHNOLOGY	55201			181470	DELL DOCKING STATION, WD1	040517	040517 - DELL MARKETING LP	2		1,631.88	0.00	0.00	1,631.88
				55201			181470	LATITUDE 3590, I5 PROCESS	040517	040517 - DELL MARKETING LP	1		10,080.00	0.00	0.00	10,080.00
				55201			181471	DELL OPTIPLEX 3050 SFF DE	040517	040517 - DELL MARKETING LP	1		10,416.00	0.00	0.00	10,416.00
115	ARTICLE V FUND	410516	CA-OKALOOSA TECHNOLOGY	55201			181434	OPTIPLEX 3050 SFF	040517	040517 - DELL MARKETING LP	1		11,968.46	0.00	0.00	11,968.46
117	PERDIDO KEY BEACH MOUSE	220335	PERDIDO KEY BEACH MOUSE	53101			181150	DAILY SEA TURTLE MONITORI	232151	232151 - WETLAND SCIENCES INC.	1		20,880.00	0.00	0.00	20,880.00

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Fund	Fund Title	Cost Center	Cost Center Title	Account	Proj	Proj Acct	PO No	PO Description	Vend No	Full Vendor Name	Line No	Final	Orig Amt	Change Bal	Paymt Bal	Remaining Balance
				53401			181325	PRODUCTION OF ONE SHORT D	425106	425106 - JENNIFER BROWN	1		12,000.00	0.00	4,000.00	8,000.00
118	GULF COAST RESTORATION	222001	NRDA BOAT RAMPS	54301	NRDA0104	54301	180802	PURCHASE ORDER FOR CLEANU	402053	402053 - KEEP PENSACOLA BEAUTIFUL INC	1		3,107.50	412.50	2,832.50	687.50
				54301	NRDA1201	54301	180802	PURCHASE ORDER FOR CLEANU	402053	402053 - KEEP PENSACOLA BEAUTIFUL INC	1		5,593.50	2,227.50	6,435.00	1,386.00
				53401	NRDA1201	53401	180803	MAHOGANY MILL BOAT RAMP L	072500	072500 - GULF COAST ENVIRONMENTAL CONT INC	1		4,273.00	0.00	3,365.25	907.75
				53401	NRDA0104	53401	181036	PERDIDO RIVER BOAT RAMP L	072500	072500 - GULF COAST ENVIRONMENTAL CONT INC	1		14,760.00	0.00	4,987.50	9,772.50
118	GULF COAST RESTORATION FN	222002	NFWF#45910BAYOU CHICO	56301	NFWF10EC	56301	161575	JONES SWAMP FLOODPLAIN RE	081206	081206 - MOTT MACDONALD CONSULTANTS INC	1		181,184.00	0.00	146,656.20	34,527.80
				56301	NFWF07EC	56301	170855	CONTRACT PD 15-16.094 BEA	422594	422594 - PHOENIX CONSTRUCTION SERVICES INC	1		4,977,250.00	0.00	3,885,447.05	1,091,802.95
				56301	NFWF10EC	56301	171545	JACKSON CREEK FLOODPLAIN	220584	220584 - VOLKERT INC	1		238,548.87	0.00	62,303.31	176,245.56
118	GULF COAST RESTORATION	222003	PERDIDO KEY DUNE RSTRTN	53101			161580	PROFESSIONAL SERVICES FOR	232151	232151 - WETLAND SCIENCES INC.	1		18,950.00	0.00	18,660.61	289.39
118	GULF COAST RESTORATION	222004	FWC15153 ARTFCIAL REEF	56301			181056	CONSTRUCT, TRANSPORT AND	033754	033754 - COASTAL REEF BUILDERS INC	1		531,200.00	0.00	0.00	531,200.00
				56301			181057	CONSTRUCT, TRANSPORT, AND	230402	230402 - DAVID M WALTER	1		1,733,996.62	0.00	458,181.45	1,275,815.17
120	S.H.I.P	370204	SHIP 2017 GRANT ADMIN	58301			180823	SHIP HOUSING REPAIR ASSIS	034270	034270 - COMMUNITY ACTION PROGRAM COMM INC	1		450,000.00	0.00	64,075.00	385,925.00
124	ESC AFFORDABLE	370290	ESC AFFORDABLE HOUSING	54901			160804	TITLE SEARCHES AND TITLE	194123	194123 - SOUTHERN GUARANTY TITLE COMPANY	1		4,000.00	3,500.00	6,400.00	1,100.00
				58301			161104		060189	060189 - FABRE ENGINEERING INC	1		25,000.00	0.00	23,650.35	1,349.65
				53401			180800	PLAN PREPARATION: $1.25/S	201988	201988 - TODAYS HOMES OF NORTHWEST FL INC	1		14,000.00	0.00	5,146.50	8,853.50
				58301			180913	SEPTIC PUMPOUT SERVICES A	423756	423756 - EXTREME PUMPING & SEPTIC LLC	1		7,500.00	0.00	1,165.00	6,335.00
129	CDBG HUD ENTITLEMENT	370213	BROWNFIELD/ROMAN A-VCTC	53101			141429	FORMER MOSQUITO CONTROL F	030296	030296 - CAMERON-COLE LLC	1		0.00	317,782.65	295,272.35	22,510.30
129	CDBG HUD ENTITLEMENT	370221	CDBG 2014 OTHR ACTIVITIES	53101			141429	FORMER MOSQUITO CONTROL F	030296	030296 - CAMERON-COLE LLC	1		0.00	247,442.00	199,970.10	47,471.90
				53101			180942	APPRAISALS FOR ACQUISITIO	025977	025977 - G. DANIEL GREEN AND ASSOCIATES, INC	1		7,250.00	1,250.00	8,250.00	250.00
129	CDBG HUD ENTITLEMENT	370222	CDBG 2015 ADMIN	53101			180710	LEAD BASED PAINT (LBP)	165054	165054 - PROFESSIONAL SERV INDUSTRIES INC	1		15,000.00	0.00	3,516.00	11,484.00
129	CDBG HUD ENTITLEMENT	370224	CDBG 2015 OTHER	53101			141429	FORMER MOSQUITO CONTROL F	030296	030296 - CAMERON-COLE LLC	1		0.00	25,000.00	0.00	25,000.00
				56301			181509	2015 CDBG - SLAB REMOVAL/	420065	420065 - WEBSTER CONSTRUCTION INC	2		1,800.00	0.00	0.00	1,800.00
				56301			181509	2015 CDBG - ASBESTOS SURV	420065	420065 - WEBSTER CONSTRUCTION INC	1		13,500.00	0.00	0.00	13,500.00
143	FIRE PROTECTION	330206	FIRE DEPT PD	54601			181087	TRUCK AND TRAILER REPAIRS	021900	021900 - HAYNESON INC	1		7,000.00	24,000.00	22,271.96	8,728.04
151	COMMUNITY REDEVELOPMEN	370114	CRA WARRINGTON	56301			170720	TASK ORDER PD 02-03.79.20	100142	100142 - JEHLE-HALSTEAD INC	1		44,270.93	28,284.94	65,587.29	6,968.58
				56301			170855	CONTRACT PD 15-16.094 BEA	422594	422594 - PHOENIX CONSTRUCTION SERVICES INC	1		109,325.00	0.00	3,001.16	106,323.84
151	COMMUNITY REDEVELOPMEN	370115	CRA PALAFOX	56101			180882	TITLE COMMITMENT FOR ERRE	150166	150166 - FIRST INTERNATIONAL TITLE	1		11,600.00	6,000.00	12,800.00	4,800.00
151	COMMUNITY REDEVELOPMEN	370116	CRA BARRANCAS	56301			171420	CONTRACT PD 02-03.79 PROF	021556	021556 - BASKERVILLE-DONOVAN INC	1		44,788.00	0.00	39,758.00	5,030.00
167	BOB SIKES TOLL FACIL OPER	140302	BOB SIKES TOLL-OPER & MAI	56301			121158	CONTRACT PD10-11.005 "ENG	021556	021556 - BASKERVILLE-DONOVAN INC	1		0.00	575,626.75	562,016.04	13,610.71
				53101			180891	CONTRACT PD 02-03.79 "PRO	081206	081206 - MOTT MACDONALD CONSULTANTS INC	1		19,490.00	0.00	13,318.00	6,172.00
				56301			181405	INSTALL A PIPE LINER OF	161495	161495 - PENSACOLA CONCRETE CONST CO INC	1		29,944.29	0.00	0.00	29,944.29
175	TRANSPORTATIO	211201	TRAFFIC OPERATIONS	53101			171543	CONTRACT PD 13-14.080 - S	042846	042846 - DRMP INC	1		48,921.54	0.00	34,496.92	14,424.62

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				53101			180845	CONTRACT PD 13-14.080 TAS	042846	042846 - DRMP INC	1		0.00	31,170.83	21,225.20	9,945.63
				53101			180936	CONTRACT PD 13-14.080 SIG	042846	042846 - DRMP INC	1		300,000.00	0.00	253,064.45	46,935.55
				54601			181183	CONTRACT PD.NO. 16.17.072	033766	033766 - COASTLINE STRIPING, INC	1		223,271.75	10,000.00	65,180.40	168,091.35
				56301			181340	CNM-04-MCCAIN ATC TS2-2 T	205208	205208 - TRANSPORTATION CONTROL SYSTEMS INC	3		0.00	5,120.00	0.00	5,120.00
				56301			181340	685-106-PB-TI SYSTEM AUXI	205208	205208 - TRANSPORTATION CONTROL SYSTEMS INC	2		0.00	9,000.00	0.00	9,000.00
				56301			181340	TCS TSW-TA SERIES CONTROL	205208	205208 - TRANSPORTATION CONTROL SYSTEMS INC	1		0.00	10,770.00	0.00	10,770.00
				56401			181433	2019 FORD F-250 3/4 TON 4	042807	042807 - DUVAL FORD LLC	1		57,514.00	0.00	0.00	57,514.00
				56301			181530	SOLAR POWER RADAR SIGN -	425426	425426 - RADARSIGN LLC	1		14,539.20	0.00	0.00	14,539.20
175	TRANSPORTATION TRUST	211603	DIRECTIONAL SIGN PROGRAM	58101			171297	CONTRACT PD 02-03.79 "PRO	164749	164749 - ATKINS NORTH AMERICA INC	1		47,940.74	0.00	42,465.26	5,475.48
181	MASTER DRAINAGE	210724	MASTER DRAINAGE BASIN VI	56301			101630	TASK ORDER NO. 01.02.02.C	021556	021556 - BASKERVILLE-DONOVAN INC	1		7,479.71	0.00	0.00	7,479.71
181	MASTER DRAINAGE	210726	MASTER DRAINAGE BAS VIII	56301			181437	CONTRACT PD 17-18.068 SOU	182328	182328 - ROADS INC OF NWF	1		27,000.00	0.00	0.00	27,000.00
181	MASTER DRAINAGE	210728	MASTER DRAINAGE BASIN X	56301			131180	TASK ORDER NO.02.03.79.46	080483	080483 - HAMMOND ENGINEERING INC	1		35,440.00	32,660.50	62,005.50	6,095.00
181	MASTER DRAINAGE BASIN	210731	MASTER DRAINAGE BAS XIII	56301			151196	TASK ORDER NO.02.03.79.13	081206	081206 - MOTT MACDONALD CONSULTANTS INC	1		40,775.00	29,422.00	62,967.00	7,230.00
311	SERIES 2017 PROJECT FUND	290408	COUNTY JAIL FACILITY	56201	14SH2728	56201	151531	DESIGN CRITERIA PROFESSIO	421219	421219 - DLR GROUP INC	1		0.00	1,484,900.00	785,638.00	699,262.00
				53101	414E0155	53101	171076	BAL OF FUNDS FROM PO 1411	081206	081206 - MOTT MACDONALD CONSULTANTS INC	1		0.00	27,582.00	6,244.00	21,338.00
				56101	14SH2728	56101	181004	CONTINUATION - DESIGN BUI	424100	424100 - WHITESELL-GREEN/CADDELL JV LLC	2		55,000.00	0.00	15,000.00	40,000.00
				56201	14SH2728	56201	181004	CONTINUATION - DESIGN BUI	424100	424100 - WHITESELL-GREEN/CADDELL JV LLC	2		24,869,828.00	0.00	0.00	24,869,828.00
				56301	14SH2728	56301	181004	CONTINUATION - DESIGN BUI	424100	424100 - WHITESELL-GREEN/CADDELL JV LLC	2		5,730,416.00	0.00	522,288.00	5,208,128.00
				56401	14SH2728	56401	181004	CONTINUATION - DESIGN BUI	424100	424100 - WHITESELL-GREEN/CADDELL JV LLC	2		1,790,000.00	0.00	0.00	1,790,000.00
				56201	14SH2728	56201	181004	DESIGN BUILD SERVICES FOR	424100	424100 - WHITESELL-GREEN/CADDELL JV LLC	1		99,999,999.00	(3,269,386.01)	11,246,403.21	85,484,209.78
				56201	14SH2728	56201	181180	ENHANCED COMMISSIONING FO	424792	424792 - H2ENGINEERING INC	1		305,000.00	0.00	24,400.00	280,600.00
				56201	14SH2728	56201	181181	THRESHOLD INSPECTIONS FOR	081206	081206 - MOTT MACDONALD CONSULTANTS INC	1		144,200.00	0.00	20,880.00	123,320.00
				56201	14SH2728	56201	181220	AUGERCAST GROUT 4000 PSI	424866	424866 - CEMEX INC - FOLEY	1		429,675.00	30,883.00	451,151.80	9,406.20
				56201	14SH2728	56201	181439	OPD FOR NEW ESCAMBIA COUN	130962	130962 - MAGNOLIA STEEL CO INC	1		562,318.00	0.00	18,203.00	544,115.00
				56201	14SH2728	56201	181440	ODP FOR NEW ESCAMBIA COUN	425334	425334 - ARGOS NORTH AMERICA CORP	1		1,034,000.00	0.00	32,221.00	1,001,779.00
				56401	14SH2728	56401	181441	ODP FOR NEW ESCAMBIA COUN	033576	033576 - COIN LAUNDRY EQUIPMENT CO INC	1		0.00	173,710.00	0.00	173,710.00
				56201	14SH2728	56201	181454	ODP FOR NEW ESCAMBIA COUN	425297	425297 - BRONCHO COMPANY	1		203,364.00	0.00	0.00	203,364.00
				56301	14SH2728	56301	181525	ODP FOR NEW ESCAMBIA COUN	131725	131725 - MATHES ELECTRIC SUPPLY CO INC	1		45,916.06	0.00	43,978.99	1,937.07
				56301	14SH2728	56301	181526	ODP FOR NEW ESCAMBIA COUN	034547	034547 - CONSOLIDATED PIPE & SUPPLY CO INC	1		124,977.44	0.00	12,011.00	112,966.44
				56301	14SH2728	56301	181527	ODP FOR NEW ESCAMBIA COUN	193791	193791 - SOUTHEASTERN PIPE AND PRECAST INC	1		104,486.90	0.00	0.00	104,486.90
				56301	14SH2728	56301	181528	ODP FOR NEW ESCAMBIA COUN	011899	011899 - AMERICAN CONCRETE SUPPLY INC	1		207,703.50	0.00	0.00	207,703.50
320	FTA-CAPITAL PROJECT FUND	211223	2011 FTA GRANT FL90X759	56401			181379	9 CUMMINS ENGINES DR6955R	182903	182903 - RUSH TRUCK CENTER OF ALABAMA	1		228,330.00	0.00	76,110.00	152,220.00

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320	FTA-CAPITAL PROJECT FUND	211230	2013 FTA 5339 FL 34-0021	56401			181489	CONTRACT# TRIPS-15-MB-CB;	035191	035191 - CREATIVE BUS SALES INC	1		71,770.00	0.00	0.00	71,770.00
352	LOST III	110211	IIDC WATER & SEWER GRANT	56301	16PF3502	56301	171024	INTERLOCAL AGREEMENT WITH	420925	420925 - EMERALD COAST UTILITIES AUTHORITY	1		580,000.00	230,000.00	695,118.53	114,881.47
352	LOST III	110267	PUBLIC FAC & PROJ LOST 3	56201	14PF2695	56201	171204	A&E SERVICES FOR THE 4H L	131320	131320 - SAM MARSHALL ARCHITECTS PA	1		16,935.00	1,200.00	17,697.00	438.00
				55201	08PF0045	55201	171405	ON 05/19/16, THE BOARD AP	034270	034270 - COMMUNITY ACTION PROGRAM COMM INC	1		4,000.00	0.00	502.03	3,497.97
				56401	08PF0045	56401	171405	ON 05/19/16, THE BOARD AP	034270	034270 - COMMUNITY ACTION PROGRAM COMM INC	1		16,473.37	0.00	0.00	16,473.37
				55201	13PF2503	55201	171424	BLANKET PURCHASE ORDER FO	V0000101	V0000101 - STAPLES CONTRACT & COMMERCIAL LLC	1		0.00	8,000.00	6,360.23	1,639.77
				56201	17PF3753	56201	181075	A&E SERVICES FOR SUPERVIS	202217	202217 - TOWNES + ARCHITECTS, P.A.	1		78,480.00	2,640.00	53,230.00	27,890.00
				56401	13PF2503	56401	181483	PURCHASE ORDER FOR BASKET	425345	425345 - SHOOT-A-WAY INC	1		5,425.00	0.00	0.00	5,425.00
352	LOST III	110273	LOST ECONOMIC DEVELOPMENT	56101	16PF3518	56101	140476	PD 12-13.065 "DESIGN SERV	021556	021556 - BASKERVILLE-DONOVAN INC	1		0.00	192,788.89	153,218.99	39,569.90
				56301	16PF3518	56301	140476	PD 12-13.065 "DESIGN SERV	021556	021556 - BASKERVILLE-DONOVAN INC	1		0.00	543,471.20	318,760.86	224,710.34
				56101	16PF3518	56101	161442	CONTRACT PD 15-16.067 "OL	133404	133404 - J MILLER CONSTRUCTION INC	1		0.00	5,033,861.92	4,586,394.44	447,467.48
				56301	16PF3518	56301	181078	CONTRACT PD 17-18.035 OLF	160114	160114 - PANHANDLE GRADING & PAVING INC	1		8,089,208.64	70,765.94	6,379,072.04	1,780,902.54
352	LOST III	110274	PCOLA BCH RESTROOM.BRDWLK	56201	16PF3614	56201	161539	A&E SERVICES FOR ESCAMBIA	195504	195504 - STOA INTERNATIONAL/FLORIDA INC	1		63,152.00	(3,198.00)	45,544.59	14,409.41
				56301	16PF3614	56301	161539	A&E SERVICES FOR ESCAMBIA	195504	195504 - STOA INTERNATIONAL/FLORIDA INC	1		21,701.00	6,875.00	19,354.69	9,221.31
352	LOST III	210104	UWF CAMPUS AGREEMEMT	56301	09EN0315	56301	101041	TASK ORDER AWARD FOR PD 0	164749	164749 - ATKINS NORTH AMERICA INC	1		517,639.00	678,022.67	811,090.58	384,571.09
352	LOST III	210107	TRANSPORTATION & DRAINAGE	56301	05EN2313	56301	101399	TO RE-OPEN TASK ORDER CLO	080064	080064 - HDR ENGINEERING INC	1		0.00	95,742.21	45,757.54	49,984.67
				56301	08EN0534	56301	101686	TASK ORDER CONRACT PD 09-	021556	021556 - BASKERVILLE-DONOVAN INC	1		699,999.45	430,095.00	1,115,084.35	15,010.10
				56301	10EN0745	56301	110484	CONTRACT PD 09-10.076 "DE	081954	081954 - KENNETH HORNE & ASSOCIATES INC	1		199,265.00	62,412.54	152,827.82	108,849.72
				56301	12EN2044	56301	121158	CONTRACT PD10-11.005 "ENG	021556	021556 - BASKERVILLE-DONOVAN INC	1		0.00	251,611.03	212,049.64	39,561.39
				56301	15EN3214	56301	121158	CONTRACT PD10-11.005 "ENG	021556	021556 - BASKERVILLE-DONOVAN INC	1		0.00	198,364.96	176,179.13	22,185.83
				56301	09EN0115	56301	121251	LUMP SUM CONTRACT PER TER	181263	181263 - REBOL-BATTLE & ASSOCIATES LLC	1		906,213.00	136,714.00	954,012.43	88,914.57
				56301	08EN0272	56301	121406	CONTRACT PD 11-12.038 "BE	100142	100142 - JEHLE-HALSTEAD INC	1		999,430.00	67,800.59	1,055,786.24	11,444.35
				56301	10EN0455	56301	130843	TO IMPLEMENT MITIGATION,M	232151	232151 - WETLAND SCIENCES INC.	1		5,800.00	0.00	4,800.00	1,000.00
				56301	13EN2395	56301	131177	TO PROVIDE PROFESSIONAL E	081206	081206 - MOTT MACDONALD CONSULTANTS INC	1		87,803.50	30,299.44	109,167.66	8,935.28
				56301	14EN2592	56301	131180	TASK ORDER NO.02.03.79.46	080483	080483 - HAMMOND ENGINEERING INC	1		0.00	4,496.00	2,248.00	2,248.00
				56301	12EN2061	56301	140760	CONTRACT AWARD PER THE TE	081206	081206 - MOTT MACDONALD CONSULTANTS INC	1		80,382.00	20,915.00	98,682.50	2,614.50
				56301	12EN2152	56301	141077	CONTRACT PD 13-14.016 "DE	164749	164749 - ATKINS NORTH AMERICA INC	1		195,682.83	3,452.62	158,560.50	40,574.95
				56301	13EN2188	56301	141172	CONTRACT PD 13-14.030 "DE	081206	081206 - MOTT MACDONALD CONSULTANTS INC	1		137,714.00	35,448.00	166,406.55	6,755.45
				56301	13EN2382	56301	141356	TASK ORDER NO.02.03.79.2.	021556	021556 - BASKERVILLE-DONOVAN INC	1		0.00	26,971.70	0.00	26,971.70
				56301	14EN2825	56301	141428	CONTRACT PD 10-11.080, TA	060189	060189 - FABRE ENGINEERING INC	1		44,988.75	0.00	12,906.25	32,082.50

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				56301	13EN2198	56301	150758	CONTRACT PD 13-14.081 "LA	080064	080064 - HDR ENGINEERING INC	1		133,746.77	15,250.64	117,001.26	31,996.15
				56301	08EN0105	56301	150896	CONTRACT PD 13-14.051 "DE	181263	181263 - REBOL-BATTLE & ASSOCIATES LLC	1		182,124.83	0.00	117,995.93	64,128.90
				56301	12EN2152	56301	151032	CONTRACT PD.NO.12.13.049	406608	406608 - INGRAM SIGNALIZATION INC	1		341,413.96	0.00	118,640.00	222,773.96
				56301	15EN3325	56301	160973	CONTRACT PD 15-16.004 "DE	192991	192991 - SIGMA CONSULTING GROUP INC	1		115,325.00	13,685.00	115,565.00	13,445.00
				56301	15EN3344	56301	161017	CONTRACT PD 15-16.007 "PE	220584	220584 - VOLKERT INC	1		463,227.00	0.00	462,776.99	450.01
				56301	13EN2523	56301	161148	CONTRACT PD 12-13.065 - A	081206	081206 - MOTT MACDONALD CONSULTANTS INC	1		328,006.46	84,610.00	250,158.07	162,458.39
				56301	15EN3214	56301	161331	CONTRACT PD 15-16.038 "DE	021556	021556 - BASKERVILLE-DONOVAN INC	1		130,870.00	0.00	97,000.00	33,870.00
				56301	12EN1738	56301	161463	CONTRACT PD 15-16.049 "DE	100142	100142 - JEHLE-HALSTEAD INC	1		98,538.77	0.00	84,818.17	13,720.60
				56301	16EN3542	56301	170382	TASK ORDER PD 02-03.79.46	080483	080483 - HAMMOND ENGINEERING INC	1		40,652.00	5,780.00	38,656.40	7,775.60
				56301	09EN0572	56301	170697	CONTRACT PD 15-16.072 "DE	192991	192991 - SIGMA CONSULTING GROUP INC	1		60,810.00	0.00	50,169.75	10,640.25
				56301	14EN3135	56301	170725	CONTRACT PD 02-03.79.15.5	080064	080064 - HDR ENGINEERING INC	1		49,404.74	30,788.38	78,333.78	1,859.34
				56301	16EN3495	56301	170782	CONTRACT PD 15-16.091 "DE	421492	421492 - JOHN DAVENPORT ENGINEERING INC	1		106,910.00	96,620.00	183,717.26	19,812.74
				56301	08EN0272	56301	170855	CONTRACT PD 15-16.094 BEA	422594	422594 - PHOENIX CONSTRUCTION SERVICES INC	1		4,910,547.21	323,706.46	1,287,831.63	3,946,422.04
				56301	16EN3535	56301	171017	CONTRACT PD 16-17.010 MUS	182328	182328 - ROADS INC OF NWF	1		0.00	185,162.49	170,626.18	14,536.31
				56301	15EN3205	56301	171088	CONTRACT PD 16-017.011 "B	081206	081206 - MOTT MACDONALD CONSULTANTS INC	1		373,920.00	0.00	287,161.60	86,758.40
				56301	09EN0572	56301	171242	CONTRACT PD 02-03.79 "PRO	133197	133197 - MERRILL PARKER SHAW INC	1		21,575.00	0.00	16,800.00	4,775.00
				56301	17EN3734	56301	171399	CONTRACT PD 16-17.028 DES	192991	192991 - SIGMA CONSULTING GROUP INC	1		98,475.00	0.00	60,484.50	37,990.50
				56301	13EN2198	56301	171412	CONTRACT PD 02-03.79 PROF	100142	100142 - JEHLE-HALSTEAD INC	1		48,915.00	0.00	35,470.00	13,445.00
				56301	08EN0068	56301	171462	CONTRACT PD 16-17.045 "DE	181263	181263 - REBOL-BATTLE & ASSOCIATES LLC	1		89,940.84	0.00	39,506.49	50,434.35
				56301	08EN0272	56301	171538	CONTRACT PD 16-17.053 "BE	081206	081206 - MOTT MACDONALD CONSULTANTS INC	1		574,908.73	0.00	130,971.05	443,937.68
				56301	13EN2188	56301	180734	CONTRACT PD 16-17.058 "CO	032335	032335 - CHAVERS CONSTRUCTION INC	1		964,830.59	0.00	857,584.70	107,245.89
				56301	13EN2523	56301	180734	CONTRACT PD 16-17.058 "CO	032335	032335 - CHAVERS CONSTRUCTION INC	1		1,069,217.07	17,617.20	315,230.93	771,603.34
				56301	08EN0228	56301	181040	CONTRACT PD 02-03.79 PROF	192991	192991 - SIGMA CONSULTING GROUP INC	1		12,241.00	0.00	6,861.00	5,380.00
				56301	14EN2675	56301	181082	CONTRACT PD 16-17.081 GEN	182328	182328 - ROADS INC OF NWF	1		34,204.82	0.00	0.00	34,204.82
				56301	14EN3135	56301	181082	CONTRACT PD 16-17.081 GEN	182328	182328 - ROADS INC OF NWF	1		258,234.95	29,010.60	193,454.91	93,790.64
				56301	12EN2061	56301	181122	CONTRACT PD 17-18.016 "GR	420683	420683 - SITE AND UTILITY LLC	1		275,420.00	0.00	259,600.00	15,820.00
				56301	13EN2523	56301	181124	CONTRACT PD 17-18.013 CEI	164749	164749 - ATKINS NORTH AMERICA INC	1		271,850.05	0.00	142,202.40	129,647.65
				56301	15EN3244	56301	181127	CONTRACT PD 17-18.015 "CE	081206	081206 - MOTT MACDONALD CONSULTANTS INC	1		149,190.13	0.00	28,365.00	120,825.13
				56301	14EN2845	56301	181131	CONTRACT PD 17-18.029 CR2	182328	182328 - ROADS INC OF NWF	1		0.00	9,098.85	0.00	9,098.85
				56301	15EN3252	56301	181142	CONTRACT PD 02-03.79 PROF	100142	100142 - JEHLE-HALSTEAD INC	1		46,967.53	0.00	0.00	46,967.53
				56301	12EN1763	56301	181193	CONTRACT PD 02-03.79 PROF	060189	060189 - FABRE ENGINEERING INC	1		34,566.00	0.00	18,386.00	16,180.00
				56301	16EN3542	56301	181226	CONTRACT PD 17-18.038 MAY	420683	420683 - SITE AND UTILITY LLC	1		318,251.50	6,780.00	298,591.50	26,440.00

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				56301	08EN0068	56301	181302	CONTRACT PD 17-18.040 DES	080064	080064 - HDR ENGINEERING INC	1		75,265.74	0.00	21,139.87	54,125.87
				56301	13EN2188	56301	181326	CONTRACT PD 02-03.79 "PRO	081206	081206 - MOTT MACDONALD CONSULTANTS INC	1		49,860.30	0.00	0.00	49,860.30
				56301	13EN2188	56301	181352	CONTRACT PD 02=03.79 PROF	201604	201604 - THOMPSON ENGINEERING, INC	1		24,800.00	0.00	0.00	24,800.00
				56301	09EN0388	56301	181391	STRIPE ROADS OVERLAYED WI	033766	033766 - COASTLINE STRIPING, INC	1		100,197.00	0.00	0.00	100,197.00
				56301	08EN0822	56301	181406	PERFORM DEMOLITION FOR 17	032335	032335 - CHAVERS CONSTRUCTION INC	1		24,750.00	0.00	0.00	24,750.00
				56301	15EN3244	56301	181406	PERFORM DEMOLITION FOR 17	032335	032335 - CHAVERS CONSTRUCTION INC	1		24,750.00	0.00	0.00	24,750.00
				56301	14EN3135	56301	181417	CONTRACT PD 02-03.79 PROF	181263	181263 - REBOL-BATTLE & ASSOCIATES LLC	1		49,977.90	0.00	0.00	49,977.90
				56301	13EN2395	56301	181426	CONTRACT PD 17-18.-48 CAR	420661	420661 - B & W UTILITIES INC	1		1,291,129.48	0.00	0.00	1,291,129.48
				56301	08EN0228	56301	181431	CONTRACT PD 16-17.081 PAV	032335	032335 - CHAVERS CONSTRUCTION INC	1		59,849.32	0.00	0.00	59,849.32
				56301	17EN3734	56301	181431	CONTRACT PD 16-17.081 PAV	032335	032335 - CHAVERS CONSTRUCTION INC	1		175,335.00	0.00	0.00	175,335.00
				56301	13EN2382	56301	181437	CONTRACT PD 17-18.068 SOU	182328	182328 - ROADS INC OF NWF	1		869,316.92	0.00	0.00	869,316.92
				56301	11EN1028	56301	181513	CONTRACT PD 15-16.090 TRA	406608	406608 - INGRAM SIGNALIZATION INC	1		225,748.00	0.00	0.00	225,748.00
				56301	08EN0334	56301	280590	CONTRACT PD. NO. 95.96.74	081206	081206 - MOTT MACDONALD CONSULTANTS INC	1		0.00	18,775.00	15,111.40	3,663.60
				56301	08EN0078	56301	290817	CONTRACT AMENDMENT NO. 2	021556	021556 - BASKERVILLE-DONOVAN INC	1		1,575,498.01	1,803,445.51	2,939,871.08	439,072.44
				56301	08EN0301	56301	291166	TASK ORDER PD 08-09.007 "	021556	021556 - BASKERVILLE-DONOVAN INC	1		200,660.10	19,608.92	220,060.77	208.25
				56301	08EN0021	56301	291417	TASK ORDER PD 08-09.027 "	164749	164749 - ATKINS NORTH AMERICA INC	1		416,886.17	21,945.40	438,831.56	0.01
				56301	12EN1728	56301	291417	TASK ORDER PD 08-09.027 "	164749	164749 - ATKINS NORTH AMERICA INC	1		0.00	2,699,611.25	1,704,259.59	995,351.66
352	LOST III	210109	FDOT OLIVE ROAD GRANT	56301	10EN0363	56301	120652	OLIVE ROAD EAST CORRIDOR	042846	042846 - DRMP INC	1		1,482,372.47	0.00	1,479,406.73	2,965.74
				56301	10EN0363	56301	181127	CONTRACT PD 17-18.015 "CE	081206	081206 - MOTT MACDONALD CONSULTANTS INC	1		43,345.29	0.00	0.00	43,345.29
352	LOST III	210119	SRIA TRAFFIC CALMING	56301	16EN3424	56301	121158	CONTRACT PD10-11.005 "ENG	021556	021556 - BASKERVILLE-DONOVAN INC	1		0.00	84,902.51	80,631.51	4,271.00
352	LOST III	210120	HMGP BRISTOL CREEK AREA	56301	16EN3595	56301	171088	CONTRACT PD 16-017.011 "B	081206	081206 - MOTT MACDONALD CONSULTANTS INC	1		492,513.00	0.00	225,344.92	267,168.08
				56301	16EN3595	56301	171367	CONTRACT PD.NO.16-17.032	022702	022702 - BELLVIEW SITE CONTRACTORS INC	1		240,888.00	24,217.50	183,371.00	81,734.50
352	LOST III	210121	HMGP LAKE CHARLENE	56301	16EN3602	56301	150758	CONTRACT PD 13-14.081 "LA	080064	080064 - HDR ENGINEERING INC	1		0.00	295,181.73	251,062.19	44,119.54
352	LOST III	210123	EDTPFA-MUSCOGEE ROAD	56301	16EN3695	56301	171265	CONTRACT PD 16-17.017 "LA	081206	081206 - MOTT MACDONALD CONSULTANTS INC	1		498,828.85	0.00	377,658.06	121,170.79
352	LOST III	210124	HMGP DELANO ST.DRAINAGE	56301	17EN3743	56301	171266	CONTRACT PD 16-17.023 "DE	080064	080064 - HDR ENGINEERING INC	1		851,150.18	0.00	386,795.69	464,354.49
352	LOST III	220102	NESD CAPITAL PROJECTS	56301	15NE3392	56301	171531	LABOR & MATERIALS TO INST	420809	420809 - INFRASTRUCTURE SPECIALTY SRVCS INC	1		0.00	24,090.00	0.00	24,090.00
				56301	11NE0878	56301	180928	CONSTRUCTION OF ELEVATED	072896	072896 - GULF MARINE CONSTRUCTION, INC	1		50,327.00	0.00	1,035.00	49,292.00
				56301	15NE3392	56301	180928	CONSTRUCTION OF ELEVATED	072896	072896 - GULF MARINE CONSTRUCTION, INC	1		99,034.20	(35,492.20)	0.00	63,542.00
352	LOST III	290407	DETENTION CAPITAL PROJECT	56401	14SH2738	56401	181051	INMATE TRANSPORT VEHICLES	233900	233900 - KEY FORD LLC	1		99,843.40	0.00	0.00	99,843.40
352	LOST III	330228	FIRE SERVICES CAP PROJECT	56401	08FS0018	56401	180879	PURCHASE OF MULTIPLE VEHI	070423	070423 - GARBER CHEVROLET BUICK PONTIAC	1		113,884.00	0.00	0.00	113,884.00
				56401	08FS0018	56401	180886	PURCHASE OF MULTIPLE VEHI	082128	082128 - HUB CITY FORD-MERCURY INC	1		69,440.00	0.00	0.00	69,440.00

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				56401	08FS0018	56401	180887	PURCHASE OF MULTIPLE VEHI	082128	082128 - HUB CITY FORD-MERCURY INC	1		69,440.00	0.00	0.00	69,440.00
				56401	08FS0018	56401	181457	PIERCE IMPEL PUC RESCUE P	200935	200935 - TEN-8 FIRE EQUIPMENT INC	1		632,614.00	0.00	0.00	632,614.00
352	LOST III	330435	PUBLIC SAFETY CAP	56401	08PS0048	56401	181276	FORD F-250 3/4 TON EXTEND	042807	042807 - DUVAL FORD LLC	1		16,999.00	0.00	0.00	16,999.00
				56401	08PS0018	56401	181396	2018 CHEVY COLORADO EXTEN	423194	423194 - ALAN JAY IMPORT INC	1		79,413.00	0.00	0.00	79,413.00
352	LOST III	350229	PARKS CAPITAL PROJECTS	56201	11PR1331	56201	171521	A&E SERVICES FOR THE BEUL	420641	420641 - DALRYMPLE SALLIS ARCHITECTURE	1		12,773.88	550.00	8,223.93	5,099.95
				54301	06PR0085	54301	180393	BLANKET PURCHASE ORDER FO	420244	420244 - REPUBLIC SERVICES INC	1		720.00	0.00	696.72	23.28
				54301	08PR0025	54301	180393	BLANKET PURCHASE ORDER FO	420244	420244 - REPUBLIC SERVICES INC	1		1,500.00	0.00	1,413.15	86.85
				54601	06PR0085	54601	180546	BLANKET PURCHASE ORDER TO	052430	052430 - EWING IRRIGATION PRODUCTS INC	1		1,000.00	0.00	502.15	497.85
				54601	08PR0025	54601	180546	BLANKET PURCHASE ORDER TO	052430	052430 - EWING IRRIGATION PRODUCTS INC	1		500.00	0.00	276.68	223.32
				54601	06PR0085	54601	180551	BLANKET PURCHASE ORDER TO	160340	160340 - PAUL PATRICK ELECTRIC INC	1		5,000.00	1,500.00	6,448.02	51.98
				54601	06PR0085	54601	180559	BLANKET PURCHASE ORDER TO	420703	420703 - LIVING WATER FIRE PROTECTION LLC	1		2,000.00	0.00	802.47	1,197.53
				54601	08PR0025	54601	180559	BLANKET PURCHASE ORDER TO	420703	420703 - LIVING WATER FIRE PROTECTION LLC	1		2,000.00	0.00	1,065.00	935.00
				54401	06PR0085	54401	180585	PORTABLE TOILET RENTAL SE	164754	164754 - POT-O-GOLD RENTALS, LLC	1		2,200.00	0.00	1,943.76	256.24
				54401	08PR0025	54401	180585	PORTABLE TOILET RENTAL SE	164754	164754 - POT-O-GOLD RENTALS, LLC	1		3,000.00	1,320.00	4,312.52	7.48
				54601	08PR0025	54601	180643	BLANKET PURCHASE ORDER TO	162000	162000 - PENSACOLA HARDWARE COMPANY INC	1		500.00	0.00	0.00	500.00
				55201	08PR0025	55201	180643	BLANKET PURCHASE ORDER TO	162000	162000 - PENSACOLA HARDWARE COMPANY INC	1		50.00	0.00	0.00	50.00
				54601	06PR0085	54601	180646	BLANKET PURCHASE ORDER TO	162249	162249 - PENSACOLA LOCK AND SAFE INC	1		100.00	0.00	0.00	100.00
				54601	08PR0025	54601	180646	BLANKET PURCHASE ORDER TO	162249	162249 - PENSACOLA LOCK AND SAFE INC	1		500.00	0.00	0.00	500.00
				55201	06PR0085	55201	180647	BLANKET PURCHASE ORDER TO	150532	150532 - CHARLES NEELY CORP	1		1,000.00	0.00	0.00	1,000.00
				55201	08PR0025	55201	180647	BLANKET PURCHASE ORDER TO	150532	150532 - CHARLES NEELY CORP	1		1,500.00	0.00	0.00	1,500.00
				54601	06PR0085	54601	180650	BLANKET PURCHASE ORDER TO	180297	180297 - RLF BALDWIN OPERATIONS II LLC	1		1,000.00	(400.00)	0.00	600.00
				54601	08PR0025	54601	180650	BLANKET PURCHASE ORDER TO	180297	180297 - RLF BALDWIN OPERATIONS II LLC	1		1,000.00	(400.00)	324.00	276.00
				55201	06PR0085	55201	180651	BLANKET PURCHASE ORDER TO	196295	196295 - SUPREME PAPER SUPPLIES INC	1		1,000.00	0.00	893.67	106.33
				55201	08PR0025	55201	180651	BLANKET PURCHASE ORDER TO	196295	196295 - SUPREME PAPER SUPPLIES INC	1		1,500.00	0.00	1,279.14	220.86
				54601	06PR0085	54601	180702	BLANKET PURCHASE ORDER TO	422536	422536 - JASON E MILLS	1		3,370.00	1,500.00	3,200.00	1,670.00
				54601	08PR0025	54601	180702	BLANKET PURCHASE ORDER TO	422536	422536 - JASON E MILLS	1		5,055.00	3,500.00	6,673.00	1,882.00
				54601	06PR0085	54601	180704	BLANKET PURCHASE ORDER TO	164244	164244 - PIONEER MANUFACTURING COMPANY INC	1		1,000.00	1,000.00	1,008.00	992.00
				54601	08PR0025	54601	180704	BLANKET PURCHASE ORDER TO	164244	164244 - PIONEER MANUFACTURING COMPANY INC	1		4,000.00	6,000.00	8,884.40	1,115.60
				54601	06PR0085	54601	180706	BLANKET PURCHASE ORDER TO	073481	073481 - GULF WINDS ELECTRIC, LLC	1		2,000.00	6,000.00	6,291.50	1,708.50
				54601	08PR0025	54601	180706	BLANKET PURCHASE ORDER TO	073481	073481 - GULF WINDS ELECTRIC, LLC	1		2,000.00	4,000.00	2,780.00	3,220.00
				53401	08PR0078	53401	180717	LONG TERM TEMPORARY EMPLO	023818	023818 - BLUE ARBOR INC	1		110,000.00	0.00	94,228.01	15,771.99
				54601	11PR0988	54601	180790	1500 CUBIC YARDS ENGINEER	040465	040465 - J A DAWSON & COMPANY INC	1		29,604.00	0.00	14,802.00	14,802.00

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				53401	08PR0078	53401	181083	ZONE 5 GROUNDS MOWING & T	422860	422860 - BIG ORANGE ENTERPRISES LLC	1		54,720.00	0.00	42,408.00	12,312.00
				53401	08PR0078	53401	181084	ZONE 6 GROUNDS MOWING & T	072500	072500 - GULF COAST ENVIRONMENTAL CONT INC	1		52,320.00	0.00	40,548.00	11,772.00
				53401	08PR0078	53401	181088	ZONE 2 GROUNDS MOWING & T	182054	182054 - RHETT JAMES LANDSCAPING INC	1		63,990.00	0.00	49,592.25	14,397.75
				53401	08PR0078	53401	181089	ZONE 4 GROUNDS MOWING & T	422857	422857 - COASTAL LANDSCAPING & MAINTENANCE	1		36,950.00	0.00	28,636.25	8,313.75
				53401	08PR0078	53401	181090	ZONE 3 GROUNDS MOWING & T	050866	050866 - EMERALD COAST GRASS CO, LLC	1		36,172.50	0.00	28,033.61	8,138.89
				53401	08PR0078	53401	181091	ZONE 1 GROUNDS MOWING AND	202014	202014 - TOTAL LANDSCAPE SERVICE INC	1		29,450.00	0.00	22,823.75	6,626.25
				56301	06PR0049	56301	181289	REMODEL AND REFURBISHMENT	040465	040465 - J A DAWSON & COMPANY INC	1		29,634.46	0.00	21,459.46	8,175.00
				56301	06PR0049	56301	181290	PROVIDE AND INSTALL 8' VO	040465	040465 - J A DAWSON & COMPANY INC	1		11,222.77	0.00	7,836.37	3,386.40
352	LOST III	350231	EQUESTRIAN CENTER LOST	54301	08PR0031	54301	180393	BLANKET PURCHASE ORDER FO	420244	420244 - REPUBLIC SERVICES INC	1		1,010.00	2,500.00	2,742.46	767.54
				55201	08PR0031	55201	180626	BLANKET PURCHASE ORDER TO	150532	150532 - CHARLES NEELY CORP	1		500.00	997.00	0.00	1,497.00
				54601	08PR0031	54601	180627	BLANKET PURCHASE ORDER TO	182035	182035 - REYNOLDS HARDWARE INC	1		100.00	397.00	135.77	361.23
				55201	08PR0031	54601	180627	BLANKET PURCHASE ORDER TO	182035	182035 - REYNOLDS HARDWARE INC	1		50.00	97.00	58.16	88.84
				54601	08PR0031	54601	180663	BLANKET PURCHASE ORDER TO	073481	073481 - GULF WINDS ELECTRIC, LLC	1		900.00	0.00	899.00	1.00
				53401	08PR0031	53401	181381	TEMPORARY EMPLOYMENT SERV	023818	023818 - BLUE ARBOR INC	1		4,820.40	0.00	2,059.75	2,760.65
				56401	08PR0031	56401	181523	7' REGULAR REVEAL 4-N-1 D	182029	182029 - D. J. REVEAL INC	1		6,061.00	0.00	0.00	6,061.00
352	LOST III	370106	COMMUNITY CENTERS	53401	14CA2868	53401	181277	PROVIDE TEMPORARY EMPLOYM	023818	023818 - BLUE ARBOR INC	1		49,000.00	0.00	41,155.30	7,844.70
353	LOST IV	210106	TRANSPORTATION &	56301	18EN0224	56301	161017	CONTRACT PD 15-16.007 "PE	220584	220584 - VOLKERT INC	1		0.00	967,901.49	566,230.53	401,670.96
				56301	18EN0205	56301	181029	CONTRACT PD 15-16.090 "TR	406608	406608 - INGRAM SIGNALIZATION INC	1		196,920.00	(2,210.00)	51,800.00	142,910.00
				56301	18EN0214	56301	181076	CONTRACT PD 17-18.020 OLI	160114	160114 - PANHANDLE GRADING & PAVING INC	1		6,281,787.93	0.00	700,067.70	5,581,720.23
				56301	18EN0214	56301	181127	CONTRACT PD 17-18.015 "CE	081206	081206 - MOTT MACDONALD CONSULTANTS INC	1		218,212.08	0.00	0.00	218,212.08
				56301	18EN0205	56301	181131	CONTRACT PD 17-18.029 CR2	182328	182328 - ROADS INC OF NWF	1		1,010,138.85	(9,098.85)	981,016.80	20,023.20
				56301	18EN0303	56301	181366	CONTRACT PD 17-18.042 SOU	181263	181263 - REBOL-BATTLE & ASSOCIATES LLC	1		98,842.84	0.00	16,021.76	82,821.08
				56301	18EN0238	56301	181376	CONTRACT PD 17-18-059 RES	133305	133305 - MIDSOUTH PAVING INC	1		4,243,407.07	0.00	0.00	4,243,407.07
				56301	18EN0255	56301	181386	CONTRACT PD 17-18.039 DES	192991	192991 - SIGMA CONSULTING GROUP INC	1		60,000.00	0.00	2,017.00	57,983.00
				56301	18EN0192	56301	181437	CONTRACT PD 17-18.068 SOU	182328	182328 - ROADS INC OF NWF	1		2,510,000.00	0.00	0.00	2,510,000.00
				56301	18EN0238	56301	181447	CONTRACT PD 02-03.79 PROF	080064	080064 - HDR ENGINEERING INC	1		45,360.00	0.00	0.00	45,360.00
				56301	18EN0224	56301	181491	CONTRACT PD 16-17.084 CON	032335	032335 - CHAVERS CONSTRUCTION INC	1		915,364.00	0.00	0.00	915,364.00
				56301	18EN0245	56301	181495	CONTRACT PD 17-18.071 DES	422931	422931 - MUNICIPAL ENGINEERING SERVICES INC	1		50,000.00	0.00	0.00	50,000.00
				56301	18EN0275	56301	181495	CONTRACT PD 17-18.071 DES	422931	422931 - MUNICIPAL ENGINEERING SERVICES INC	1		49,520.00	0.00	0.00	49,520.00
				56301	18EN0355	56301	181512	CONTRACT PD 16-17.081 GEN	160114	160114 - PANHANDLE GRADING & PAVING INC	1		285,049.62	0.00	194,066.52	90,983.10
				56301	18EN0345	56301	181514	CONTRACT PD 16-17.081 GEN	160114	160114 - PANHANDLE GRADING & PAVING INC	1		257,784.42	0.00	199,350.32	58,434.10
353	LOST IV	350222	EQUESTRIAN CENTER LOST	54301	18PR0321	54301	180393	BLANKET PURCHASE ORDER FO	420244	420244 - REPUBLIC SERVICES INC	1		0.00	540.00	0.00	540.00
				55201			180626	BLANKET PURCHASE ORDER TO	150532	150532 - CHARLES NEELY CORP	1		1,000.00	(997.00)	0.00	3.00

Open Purchase Orders

Fund	Fund Title	Cost Center	Cost Center Title	Account	Proj	Proj Acct	PO No	PO Description	Vend No	Full Vendor Name	Line No	Final	Orig Amt	Change Bal	Paymt Bal	Remaining Balance
				54601			180627	BLANKET PURCHASE ORDER TO	182035	182035 - REYNOLDS HARDWARE INC	1		400.00	(397.00)	0.00	3.00
				55201			180627	BLANKET PURCHASE ORDER TO	182035	182035 - REYNOLDS HARDWARE INC	1		100.00	(97.00)	0.00	3.00
				54601	18PR0321	54601	180663	BLANKET PURCHASE ORDER TO	073481	073481 - GULF WINDS ELECTRIC, LLC	1		0.00	2,600.00	261.00	2,339.00
353	LOST IV	410147	JUDICIAL CAP IMP LOST IV	56201	18JS0312	56201	181416	THIS PROJECT WILL BE USED	040595	040595 - DELL CONSULTING LLC	1		13,026.00	0.00	0.00	13,026.00
401	SOLID WASTE FUND	230301	SOLID WASTE ADMIN	53101			181293	REVIEW, REVISION AND BIDD	425076	425076 - THOMPSON CONSULTING SERVICES LLC	1		15,000.00	0.00	0.00	15,000.00
401	SOLID WASTE FUND	230304	ENVIRONMENTAL QUALITY	53101			170563	PROFESSIONAL SERVICES TO	190025	190025 - STEARNS, CONRAD, & SCHMIDT CONSULT	1		82,695.00	123,355.00	183,236.27	22,813.73
				53401			180988	OPEN PURCHASE ORDER FOR S	200965	200965 - TESTAMERICA LABORATORIES INC	1		13,500.00	2,000.00	5,685.00	9,815.00
				53101			181023	TASK ORDER PD 05-06.041.0	071236	071236 - GEOSYNTEC CONSULTANTS INC	1		41,100.00	0.00	1,600.00	39,500.00
				54601			181024	OPEN PURCHASE ORDER FOR S	190028	190028 - SBP INC	1		3,825.00	0.00	0.00	3,825.00
401	SOLID WASTE FUND	230306	RECYCLING	56401			181154	OPEN P.O. FOR (1) 2018 FO	424713	424713 - ASHBURY JAX FORD LLC	1		56,861.00	0.00	0.00	56,861.00
401	SOLID WASTE FUND	230309	SW CLOSED LANDFILLS	53401			180988	OPEN PURCHASE ORDER FOR S	200965	200965 - TESTAMERICA LABORATORIES INC	1		17,700.00	1,000.00	15,255.50	3,444.50
				53101			181023	TASK ORDER PD 05-06.041.0	071236	071236 - GEOSYNTEC CONSULTANTS INC	1		5,800.00	0.00	2,000.00	3,800.00
401	SOLID WASTE FUND	230314	SWM OPERATIONS	56401			181145	CATERPILLAR 836K LANDFILL	201640	201640 - THOMPSON TRACTOR CO INC	1		1,257,711.00	0.00	0.00	1,257,711.00
				56401			181380	OPEN PURCHASE ORDER FOR T	072460	072460 - GULF CITY BODY & TRAILER WORKS INC	1		161,780.00	0.00	0.00	161,780.00
				56401			181492	OPEN PURCHASE ORDER TO PE	201640	201640 - THOMPSON TRACTOR CO INC	1		277,755.00	0.00	0.00	277,755.00
401	SOLID WASTE FUND	230315	PROJECTS	56301			151246	PD 14-15.022, ENGINEERING	100699	100699 - JONES EDMUNDS & ASSOCIATES INC	1		460,000.00	0.00	455,500.00	4,500.00
				56301			160870	PERDIDO LANDFILL SECTION	100699	100699 - JONES EDMUNDS & ASSOCIATES INC	1		1,074,000.00	0.00	997,224.86	76,775.14
				56301			180862	PERDIDO LANDFILL, SECTION	422039	422039 - BKW INC	1		5,137,550.00	(1,480,155.15)	1,671,205.37	1,986,189.48
				56301			181060	PURCHASE ORDER FOR QUOTE	424457	424457 - PBR INC	1		599,587.25	0.00	597,043.88	2,543.37
				54612			181202	OPEN PURCHASE ORDER FOR R	160114	160114 - PANHANDLE GRADING & PAVING INC	1		258,680.55	0.00	225,211.74	33,468.81
401	SOLID WASTE FUND	230316	SAUFLEY LANDFILL	53401			180988	OPEN PURCHASE ORDER FOR S	200965	200965 - TESTAMERICA LABORATORIES INC	1		1,080.00	455.00	1,531.00	4.00
				53101			181023	TASK ORDER PD 05-06.041.0	071236	071236 - GEOSYNTEC CONSULTANTS INC	1		2,000.00	0.00	1,000.00	1,000.00
408	EMERGENCY	330302	EMS OPERATIONS	55201			181453	BINDER LIFT - VINYL SIZE	423751	423751 - BINDER LIFT LLC	1		9,000.00	0.00	0.00	9,000.00
501	INTERNAL SERVICE FUND	140836	BUILDINGS	53401			180883	MICROFILM DIGITAL CONVERS	423927	423927 - IMAGENET LLC	2		39,535.20	0.00	0.00	39,535.20
				53401			180883	MICRFICHE DIGITAL CONVERS	423927	423927 - IMAGENET LLC	1		648,110.02	0.00	0.00	648,110.02
501	INTERNAL SERVICE FUND	150108	HEALTH	53101			181162	HEALTHCARE BROKER/CONSULT	424847	424847 - USI SOUTHWEST INC	1		150,000.00	0.00	112,500.00	37,500.00
Total													**207,824,366.91**	**14,211,974.67**	**59,979,995.28**	**162,056,346.30**

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-15065 **Clerk & Comptroller's Report 13. 1.**
BCC Regular Meeting **Consent**
Meeting Date: 11/01/2018
Issue: September 2018 Investment Report
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of the September 30, 2018 Investment Report

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended September 30, 2018, as required by Ordinance Number 95-13; on September 30, 2018, the portfolio market value was $337,429,228 and portfolio earnings totaled $418,453 for the month; the short-term portfolio yield 2.11%, which should be compared to the S&P Government Index Pool Index 30 Day benchmark of 2.04%; the long-term CORE portfolio achieved a yield of 2.76%, which should be compared to the Merrill Lynch 1-5 Year Treasury Index benchmark of 2.85%.

Attachments

September 2018 Investment Report

INVESTMENT PORTFOLIO SUMMARY REPORT

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO SUMMARY REPORT
FISCAL YEAR 2017-2018
September 30, 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
September 30, 2018

INVESTMENT PORTFOLIO COMPOSITION

SUMMARY OF INVESTMENT ALLOCATION	Market Value August 31, 2018	Market Value September 30, 2018
Bank Accounts	19,237,172	23,040,060
Money Market Accounts	39,047,115	15,023,780
Local Government Investment Pools*	79,173,348	79,354,948
Local Government Investment Pools**	70,592,726	70,592,726
Certificates of Deposit	60,518,473	60,518,473
Money Market Mutual Fund	272,190	367,862
U.S. Treasury Bond/Notes	39,222,736	39,084,569
Federal Agency Bond/Note	25,816,511	25,803,351
Municipal Bonds	3,898,050	3,894,156
Corporate Notes	19,806,341	19,749,303
Total Portfolio Assets:	$357,584,661	$337,429,228
Current Month Earnings:	**$618,784**	**$418,453**
Fiscal Year to Date Earnings:	**$3,981,817**	**$4,400,271**

**FL PRIME, FLCLASS, FL-FIT*
***FL TRUST*

SHORT TERM AND LONG TERM CORE PORTFOLIO PERFORMANCE STATISTICS

SHORT TERM PORTFOLIO:	August 31, 2018	September 30, 2018
Market Value	**$268,568,835**	**$248,529,987**
Short Term Portfolio Yield:	**1.87%**	**2.11%**
Benchmark: S&P GIP Index 30 Day Gross of Fees Yield:	2.01%	2.04%
Fiscal YTD Earnings:	**$2,641,067**	**$2,948,387**

LONG TERM CORE PORTFOLIO:	August 31, 2018	September 30, 2018
Market Value	**$89,015,827**	**$88,899,241**
CORE Portfolio Yield to Maturity at Market:	**2.63%**	**2.76%**
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	2.64%	2.85%
CORE Portfolio Total Return:	**0.36%**	**-0.09%**
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	0.43%	-0.28%
Effective Duration (Years)	**1.84**	**1.76**
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	2.54	2.57
Fiscal YTD Earnings:	**$1,340,750**	**$1,451,884**

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO REPORT
FISCAL YEAR 2017-2018
September 30, 2018

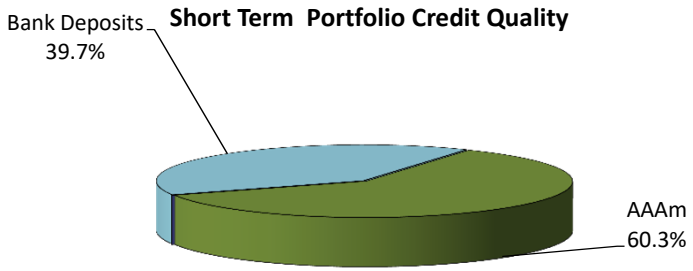
SHORT TERM INVESTMENT PORTFOLIO:

PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:

Investment Type	Market Value	Percent Allocation
Bank of America Checking Account	$ 23,040,060	9.3%
Money Market Accounts	15,023,780	6.0%
Certificates of Deposit	60,518,473	24.4%
Local Government Investment Pools*	79,354,948	31.9%
Local Government Investment Pools**	70,592,726	28.4%
Total Short Term Portfolio Assets:	**$ 248,529,987**	100.0%

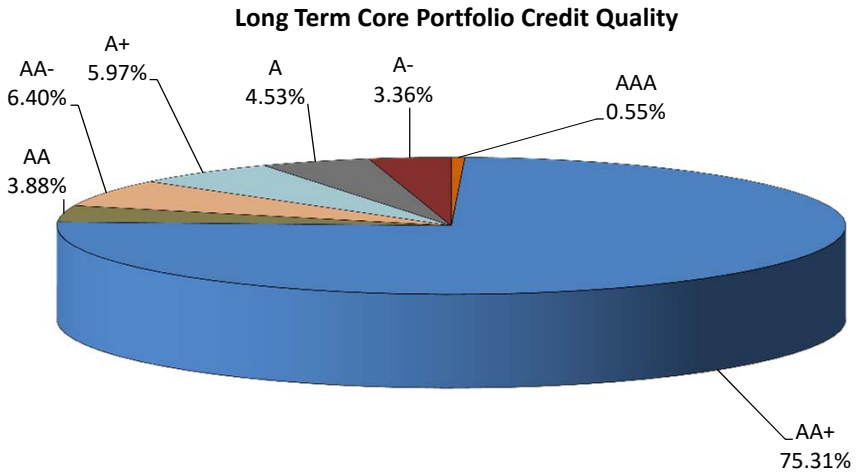
**FL PRIME, FLCLASS, FL-FIT*

***FL TRUST*



LONG TERM INVESTMENT PORTFOLIO:

Investment Type	Market Value	Percent Allocation
U.S. Treasury Bond / Note	$ 39,084,569	44.0%
Federal Agency Bond / Note	25,803,351	29.0%
Municipal Obligations	3,894,156	4.4%
Corporate Note	19,749,303	22.2%
Money Market Mutual Fund - Federated Government	367,862	0.4%
Total Long Term Core Portfolio Assets:	**$ 88,899,241**	**100.0%**



ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT POLICY COMPLIANCE REPORT
FISCAL YEAR 2017-2018
September 30, 2018

Security Type	Market Value	Percent Allocation	Permitted by Policy	In Compliance
United States Treasury Securities	39,084,569	11.6%	100%	Yes
Federal Instrumentalities	25,803,351	7.6%	50%	Yes
Local Government Investment Pools	149,947,674	44.4%	75%	Yes
Certificates of Deposit	60,518,473	17.9%	50%	Yes
Savings Accounts	15,023,780	4.5%	50%	Yes
Corporate Notes	19,749,303	5.9%	25%	Yes
State and/or Local Government Debt	3,894,156	1.2%	25%	Yes
Bank Accounts - Bank of America	23,040,060	6.83%	100%	Yes
Money Market Mutual Fund	367,862	0.1%	50%	Yes
Total Investment Holdings	**$ 337,429,228**	**100.0%**		

Individual Issuer Breakdown	Market Value	Percent Allocation	Permitted by Policy	In Compliance
American Express Co	995,283	0.3%	5%	Yes
American Honda Finance	411,599	0.1%	5%	Yes
Bank Accounts - Bank of America	23,040,060	6.8%	100%	Yes
BBVA Compass	25,255,617	7.5%	15%	Yes
Centennial Bank	20,008,480	5.9%	15%	Yes
Caterpillar INC	731,816	0.2%	5%	Yes
Cisco Systems Inc.	1,992,880	0.6%	5%	Yes
City of New York	1,686,094	0.5%	5%	Yes
Coca-Cola Company	313,468	0.1%	5%	Yes
Deere & Company	1,150,557	0.3%	5%	Yes
Exxon Mobil Corporate Notes	996,838	0.3%	5%	Yes
Fannie Mae	8,169,607	2.4%	5%	Yes
Federal Home Loan Bank (FHLB)	13,287,066	3.9%	25%	Yes
Fidelity Institutional Government MMF	367,862	0.1%	25%	Yes
FLCLASS	5,143,216	1.5%	25%	Yes
FL-FIT	14,681,460	4.4%	25%	Yes
Florida Prime (SBA)	59,530,272	17.6%	25%	Yes
Florida Local Government Investment Trust	70,592,726	20.9%	25%	Yes
Freddie Mac	4,346,678	1.3%	25%	Yes
Hancock Bank	5,009,723	1.5%	15%	Yes
Home Depot Inc.	462,487	0.1%	5%	Yes
Intel Corporation	972,708	0.3%	5%	Yes
International Business Machines	970,278	0.3%	5%	Yes
JP Morgan Chase Corporate Notes	982,054	0.3%	5%	Yes
Microsoft Corporate Notes	488,182	0.1%	5%	Yes
Mississippi State	752,430	0.2%	5%	Yes
Oracle Corp	973,303	0.3%	5%	Yes
Pepsico, Inc.	1,020,503	0.3%	5%	Yes
Pfizer Inc Corporate Notes	997,288	0.3%	5%	Yes
Proctor & Gamble Co	635,303	0.2%	5%	Yes

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT POLICY COMPLIANCE REPORT
FISCAL YEAR 2017-2018
September 30, 2018

Individual Issuer Breakdown	Market Value	Percent Allocation	Permitted by Policy	In Compliance
Servisfirst Bank	25,268,434	7.5%	15%	Yes
State of Connecticut	676,410	0.2%	5%	Yes
State Street Corporation	992,294	0.3%	5%	Yes
The Walt Disney Corporation	485,289	0.1%	5%	Yes
Toyota Motor Corp	2,067,092	0.6%	5%	Yes
United Parcel Service Inc.	483,137	0.1%	5%	Yes
United States Treasury Securities	39,084,569	11.6%	100%	Yes
University of WA Taxable Revenue Bonds	779,222	0.2%	5%	Yes
Visa Inc	628,070	0.2%	5%	Yes
Wells Fargo &Company Corporate Notes	998,875	0.3%	5%	Yes
Total Investment Holdings	**$ 337,429,228**	**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-15092 **Clerk & Comptroller's Report 13. 2.**
BCC Regular Meeting **Consent**
Meeting Date: 11/01/2018
Issue: TDT Collection Data for the August 2018 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 August 2018 Returns Received in September 2018

That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the August 2018 returns received in the month of September 2018, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the twelfth month of collections for the Fiscal Year 2018; total collections for the month of August 2018 returns was $1,104,183.46; this is a 14.13% increase over the August 2017 returns; total collections year to date are 7.20% more than the comparable timeframe in Fiscal Year 2017.

Attachments

August 2018 TDT Collections Received in September

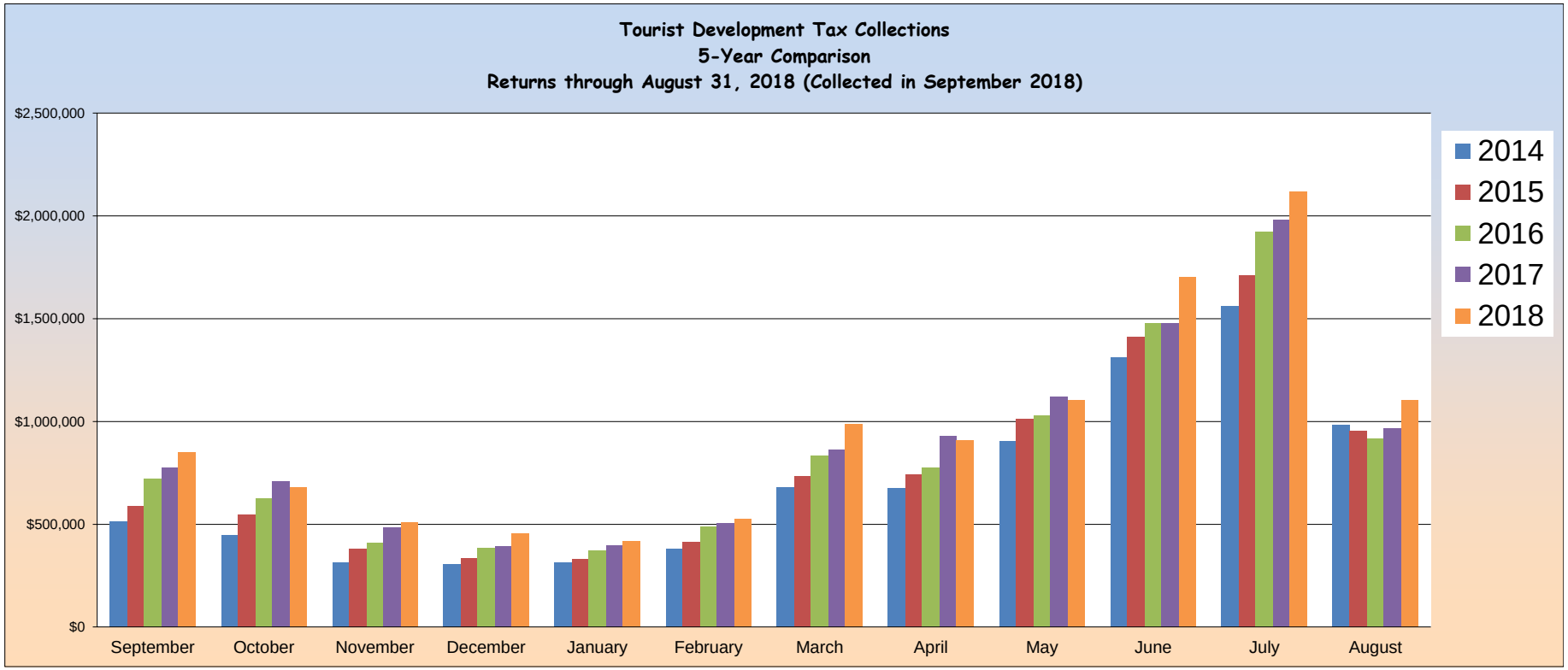
FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA

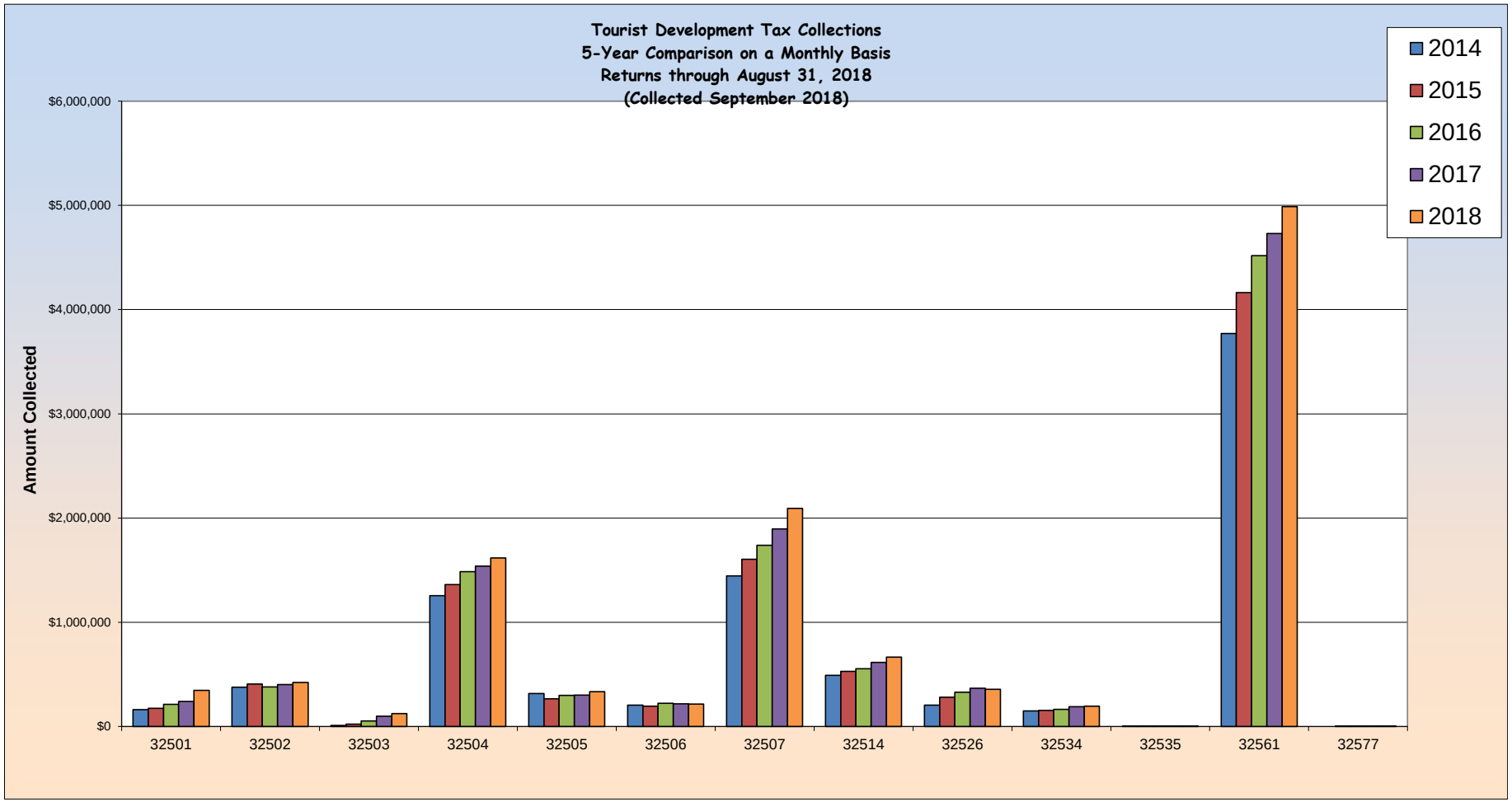
REPORTED IN FISCAL YEAR FORMAT

ESCAMBIA COUNTY FLORIDA

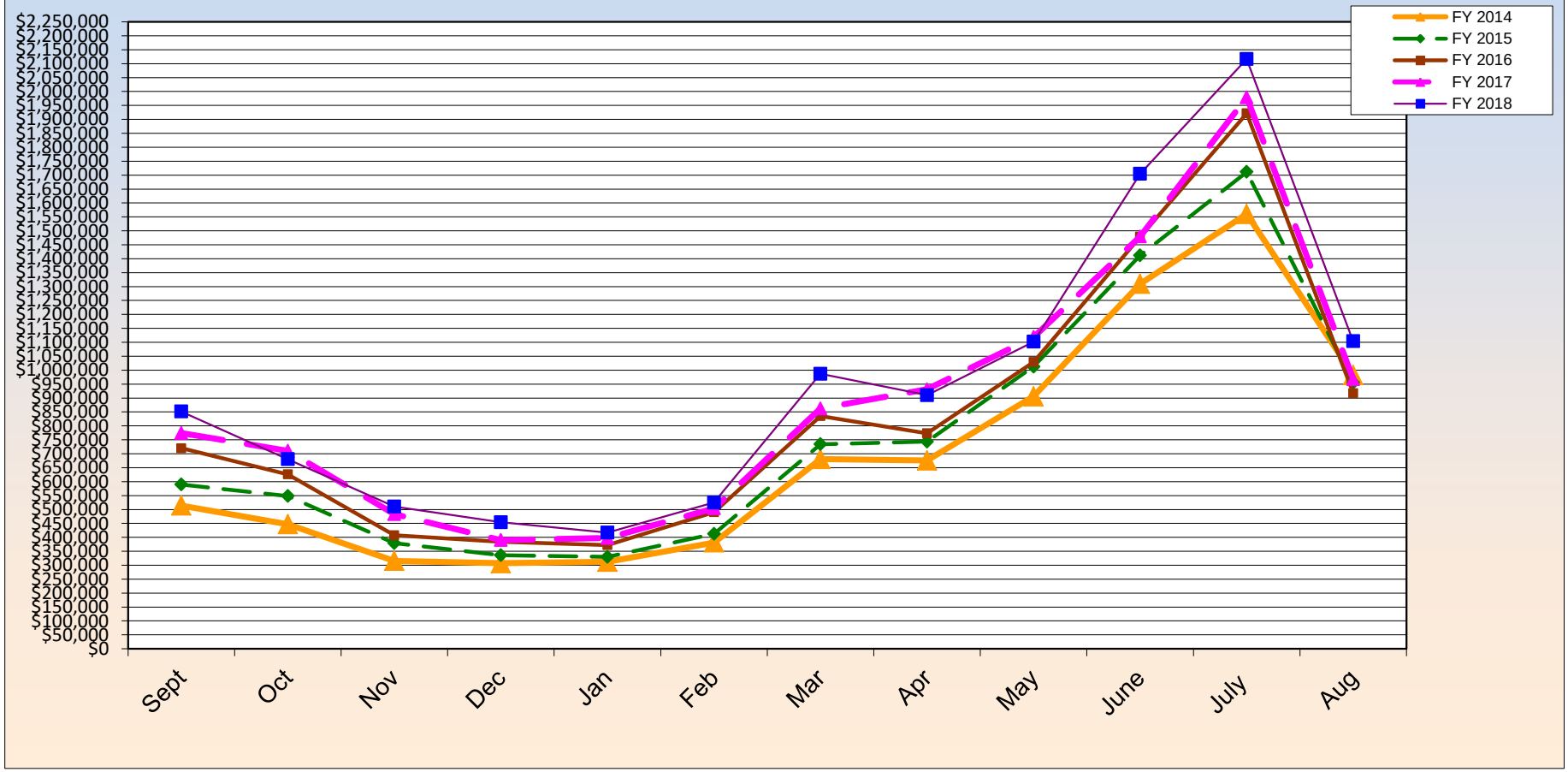
AS OF September 2018

Zip Code	Fiscal Year 2018 YTD Collected	Fiscal Year 2017 YTD Collected	Difference	% Change
32501	347,676	241,132	106,544	44%
32502	423,830	403,222	20,608	5%
32503	122,792	97,566	25,226	26%
32504	1,617,173	1,539,061	78,112	5%
32505	333,170	302,006	31,164	10%
32506	214,571	216,949	(2,378)	-1%
32507	2,093,849	1,895,743	198,105	10%
32514	664,613	614,672	49,941	8%
32526	358,037	365,774	(7,737)	-2%
32534	195,843	190,960	4,883	3%
32535	1,611	1,715	(105)	-6%
32561	4,988,886	4,730,210	258,676	5%
32562	-	-	-	0%
32577	438	168	269	160%
Total	**$ 11,362,488**	**$ 10,599,179**	763,309	**7%**


Tourist Development Tax Collections
5-Year Comparison
Returns through August 31, 2018 (Collected in September 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 August 31, 2018
(Collected September 2018)
2014
2015
2016
2017
2018
Amount Collected
$6,000,000
$5,000,000
$4,000,000
$3,000,000
$2,000,000
$1,000,000
$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 August 31, 2018 (Collected in September 2018)



FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
ESCAMBIA COUNTY FLORIDA
FISCAL YEAR 2018
AS OF September 30, 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%	**8,054**	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%
02/18	**16,581**	4%	**20,599**	5%	**6,278**	2%	**93,500**	22%	**17,664**	4%
03/18	**23,638**	5%	**27,222**	5%	**7,113**	1%	**99,293**	19%	**21,179**	4%
04/18	**34,008**	3%	**38,474**	4%	**11,949**	1%	**152,410**	15%	**34,756**	4%
05/18	**34,862**	4%	**40,502**	4%	**11,202**	1%	**142,785**	16%	**31,626**	3%
06/18	**34,292**	3%	**40,063**	4%	**12,965**	1%	**152,719**	14%	**35,518**	3%
07/18	**48,038**	3%	**51,902**	3%	**14,956**	1%	**189,236**	11%	**42,120**	2%
08/18	**52,947**	3%	**58,481**	3%	**17,086**	1%	**213,620**	10%	**50,925**	2%
09/18	**37,655**	3%	35,018	3%	**11,004**	1%	**136,250**	12%	**20,979**	2%
Total	**$ 347,676**	**3%**	**$ 423,830**	**4%**	**$ 122,792**	1%	**$ 1,617,173**	**14%**	**$ 333,170**	**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%	**16,787**	2%
11/17	**14,116**	2%	**117,580**	17%	**45,400**	7%	**25,079**	4%	**13,812**	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%
02/18	**10,328**	2%	**59,924**	14%	**39,584**	9%	**22,010**	5%	**10,365**	2%
03/18	**11,701**	2%	**85,625**	16%	**39,610**	8%	**22,481**	4%	**11,745**	2%
04/18	**18,397**	2%	**167,734**	17%	**62,926**	6%	**33,533**	3%	**19,546**	2%
05/18	**18,378**	2%	**135,773**	15%	**58,839**	6%	**32,623**	4%	**17,144**	2%
06/18	**20,256**	2%	**200,553**	18%	**65,249**	6%	**31,913**	3%	**18,518**	2%
07/18	**28,979**	2%	**430,950**	25%	**78,631**	5%	**40,285**	2%	**23,202**	1%
08/18	**31,811**	2%	**444,248**	21%	**87,501**	4%	**45,131**	2%	**26,579**	1%
09/18	**19,267**	2%	**206,555**	19%	**58,238**	5%	**27,328**	2%	**16,533**	1%
Total	**$ 214,571**	2%	**$ 2,093,849**	18%	**$ 664,613**	6%	**$ 358,037**	3%	**$ 195,843**	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%
02/18	**-**	0%	**120,225**	29%	**-**	0%	**-**	0%	**417,058**	100%
03/18	**304**	0%	**174,793**	33%	**-**	0%	**33**	0%	**524,739**	100%
04/18	**171**	0%	**412,832**	42%	**-**	0%	**85**	0%	**986,822**	100%
05/18	**173**	0%	**386,040**	42%	**-**	0%	**64**	0%	**910,012**	100%
06/18	**120**	0%	**490,084**	44%	**-**	0%	**60**	0%	**1,102,309**	100%
07/18	**-**	0%	**756,088**	44%	**-**	0%	**29**	0%	**1,704,415**	100%
08/18	**-**	0%	**1,088,179**	51%	**-**	0%	**49**	0%	**2,116,558**	100%
09/18	**230**	0%	**535,126**	48%	**-**	0%	**-**	0%	**1,104,183**	100%
Total	**$ 1,611**	0%	**$ 4,988,886**	44%	**$ -**	0%	**$ 438**	0%	**$ 11,362,488**	

FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
ESCAMBIA COUNTY FLORIDA
FISCAL YEAR 2017
AS OF September 30, 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%
02/17	**12,855**	3%	**20,184**	5%	**4,061**	1%	**88,341**	22%	**16,726**	4%
03/17	**16,219**	3%	**26,153**	5%	**5,274**	1%	**95,993**	19%	**19,123**	4%
04/17	**20,894**	2%	**35,754**	4%	**8,948**	1%	**145,212**	17%	**31,829**	4%
05/17	**20,380**	2%	**38,255**	4%	**7,697**	1%	**141,063**	15%	**27,182**	3%
06/17	**24,674**	2%	**43,047**	4%	**9,951**	1%	**160,413**	14%	**31,577**	3%
07/17	**26,982**	2%	**44,728**	3%	**12,068**	1%	**167,378**	11%	**36,214**	2%
08/17	**35,881**	2%	**57,956**	3%	**15,598**	1%	**204,620**	10%	**46,920**	2%
09/17	**20,452**	2%	**32,253**	3%	**10,281**	1%	**134,358**	14%	**22,092**	2%
Total	**$ 241,132**	2%	**$ 403,222**	4%	**$ 97,566**	1%	**$ 1,539,061**	15%	**$ 302,006**	**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%
02/17	**12,085**	3%	**52,690**	13%	**37,083**	9%	**23,259**	6%	**12,137**	3%
03/17	**13,158**	3%	**70,759**	14%	**40,304**	8%	**30,673**	6%	**13,739**	3%
04/17	**21,455**	2%	**129,291**	15%	**62,062**	7%	**31,662**	4%	**19,449**	2%
05/17	**19,189**	2%	**143,419**	15%	**57,860**	6%	**31,242**	3%	**17,208**	2%
06/17	**21,821**	2%	**185,667**	17%	**67,355**	6%	**35,058**	3%	**19,374**	2%
07/17	**26,518**	2%	**356,906**	24%	**69,676**	5%	**37,343**	3%	**20,365**	1%
08/17	**36,222**	2%	**445,116**	22%	**75,121**	4%	**46,114**	2%	**25,840**	1%
09/17	**14,784**	2%	**179,374**	19%	**49,749**	5%	**29,837**	3%	**14,928**	2%
Total	**$ 216,949**	2%	**$ 1,895,743**	18%	**$ 614,672**	6%	**$ 365,774**	3%	**$ 190,960**	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	**106**	0%	**371,593**	48%	**-**	0%	**100**	0%	**774,539**	100%
11/16	**229**	0%	**316,293**	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%
02/17	**135**	0%	**118,318**	30%	**-**	0%		0%	**397,875**	100%
03/17	**126**	0%	**172,429**	34%	**-**	0%		0%	**503,949**	100%
04/17	**191**	0%	**355,829**	41%	**-**	0%	**68**	0%	**862,643**	100%
05/17	**191**	0%	**427,495**	46%		0%		0%	**931,179**	100%
06/17	**148**	0%	**519,609**	46%		0%		0%	**1,118,695**	100%
07/17	**136**	0%	**681,271**	46%	**-**	0%	**-**	0%	**1,479,585**	100%
08/17	**154**	0%	**989,810**	50%	**-**	0%	**-**	0%	**1,979,352**	100%
09/17	**90**	0%	**459,288**	47%	**-**	0%		0%	**967,487**	100%
Total	**$ 1,715**	0%	**$ 4,730,210**	45%	**$ -**	0%	**$ 168**	0%	**$ 10,599,179**	**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	638,833
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
FEB	JAN	176,773	171,885	192,262	200,843	205,954	233,879	247,492	279,148	298,406	312,794
MAR	FEB	215,131	201,473	241,571	270,226	283,812	286,019	309,204	367,477	377,962	393,554
APR	MAR	297,195	330,261	397,690	464,002	518,242	510,758	550,693	626,572	646,982	740,116
MAY	APR	338,268	358,871	417,733	447,350	455,554	506,593	557,617	580,106	698,384	682,509
JUN	MAY	387,513	417,285	510,038	542,048	601,927	679,428	759,528	771,756	839,021	826,731
JUL	JUN	598,667	510,928	708,757	876,396	946,229	982,133	1,059,211	1,109,041	1,109,689	1,278,312
AUG	JUL	714,120	535,005	871,107	930,410	1,021,761	1,170,208	1,283,566	1,440,991	1,484,514	1,587,419
SEP	AUG	407,425	361,349	494,298	532,823	636,509	736,893	716,012	688,096	725,616	828,138
	TOTAL	**$ 3,998,998**	**$ 3,779,607**	**$ 4,850,526**	**$ 5,369,323**	**$ 5,855,500**	**$ 6,293,313**	**$ 6,872,753**	**$ 7,466,178**	**$ 7,949,384**	**$ 8,521,866**

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
FEB	JAN	58,924	57,295	64,087	66,948	68,651	77,960	82,497	93,049	99,469	104,265
MAR	FEB	71,710	67,158	80,524	90,075	94,604	95,340	103,068	122,492	125,987	131,185
APR	MAR	99,065	110,087	132,563	154,667	172,747	170,253	183,564	208,857	215,661	246,707
MAY	APR	112,756	119,624	139,244	149,117	151,851	168,864	185,872	193,369	232,795	227,503
JUN	MAY	129,171	139,095	170,013	180,683	200,642	226,476	253,176	257,252	279,674	275,577
JUL	JUN	199,556	170,309	236,252	292,132	315,410	327,378	353,070	369,680	369,896	426,104
AUG	JUL	238,040	178,335	290,369	310,137	340,587	390,069	427,855	480,330	494,838	529,140
SEP	AUG	135,808	120,450	164,766	177,608	212,170	245,631	238,671	229,365	241,872	276,045
TOTAL		**$1,332,999**	**$1,259,869**	**$1,616,842**	**$1,789,774**	**$1,951,833**	**$2,097,771**	**$2,290,918**	**$2,488,726**	**$2,649,795**	**$2,840,622**

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-15108 **Clerk & Comptroller's Report 13. 3.**
BCC Regular Meeting **Consent**
Meeting Date: 11/01/2018
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. Approve the Minutes of the Attorney-Client Session held October 18, 2018;

B. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held October 18, 2018;

C. Approve the Minutes of the Regular Board Meeting held October 18, 2018; and

D. Approve the Minutes of the Attorney-Client Session held October 25, 2018.

Attachments

201810118 Attorney-Session
20181018 Agenda Work Session
20181018 Regular BCC Meeting
20181025 Attorney Client Session Minutes

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

OCTOBER 18, 2018

Present: Commissioner Jeffrey W. Bergosh, Chairman, District 1
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
Alison Rogers, County Attorney
Lizabeth Carew, Administrative Specialist, Clerk and Comptroller's Office
Judy H. Witterstaeter, Program Coordinator, County Administrator's Office

Absent: Commissioner Lumon J. May, Vice Chairman, District 3

Location: Ernie Lee Magaha Government Building, Board Chambers, First Floor, 221 Palafox Place, Pensacola, Florida

Minutes prepared by: Lizabeth Carew

AGENDA NUMBER

1. Call to Order

Chairman Bergosh called the Attorney-Client Session to order at 8:32 a.m.

2&3. Session

Chairman Bergosh advised that:

A. The County Attorney desires direction concerning the case of *Daniel Smillie, Jr. v. Department of Retirement Management Services and Escambia County, Florida, Case No. R-14-28255-PEN*;

(Continued on Page 2)

ATTORNEY-CLIENT SESSION MINUTES – Continued

AGENDA NUMBER – Continued

2&3. Session – Continued

B. County Attorney requests that the Board retire to the BCC Conference Room for the Attorney/Client Session regarding the case of *Daniel Smillie, Jr. v. Department of Retirement Management Services and Escambia County, Florida, Case No. R-14-28255-PEN*, which session was advertised via the *Pensacola News Journal* on Saturday, October 6, 2018, 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 case of *Daniel Smillie, Jr., v. Department of Retirement Management Services and Escambia County, Florida, Case No. R-14-28255-PEN*, in accordance with Section 286.01(8), Florida Statutes. Such attorney/client session will be held at 8:30 a.m., on Thursday, October 18, 2018, in the Ernie Lee Magaha Government Building, Board Chambers, 221 Palafox Place, Pensacola, Florida, and is expected to last approximately thirty minutes. 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, and Assistant County Attorney Meredith D. Crawford and a certified court reporter will attend the attorney/client session.

C. The session is expected to last about thirty (30) minutes and the following are expected to attend: Commissioners Bergosh, May, Underhill, Robinson, and Barry; and County Attorney Alison Rogers and Assistant County Attorney Meredith Crawford. Acting County Administrator Amy Lovoy will be not be present.

RECESS: 8:35 A.M. – COMMISSIONER BERGOSH, COMMISSIONER UNDERHILL, COMMISSIONER BARRY, COMMISSIONER ROBINSON, AND COUNTY ATTORNEY ALISON ROGERS RETIRED TO THE BCC CONFERENCE ROOM

RECONVENE: 8:49 A.M. – COMMISSIONER BERGOSH, COMMISSIONER UNDERHILL, COMMISSIONER BARRY, COMMISSIONER ROBINSON, AND COUNTY ATTORNEY ALISON ROGERS RETURNED TO BOARD CHAMBERS

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 8:49 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: November 1, 2018

REPORT OF THE AGENDA WORK SESSION OF
THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

OCTOBER 18, 2018
(9:04 a.m. – 11:29 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
Honorable Pam Childers, Clerk of the Circuit Court and Comptroller
Jack Brown, County Administrator
Alison Rogers, County Attorney
Susan Woolf, General Counsel to the Clerk
Lizabeth Carew, Administrative Specialist, Clerk and Comptroller's Office
Judy H. Witterstaeter, Program Coordinator, County Administrator's Office

Location: Ernie Lee Magaha Government Building, Board Chambers, First Floor, 221 Palafox Place, Pensacola, Florida

Minutes prepared by: Lizabeth Carew

1. FOR INFORMATION: The agenda for the October 18, 2018, Regular Board Meeting was reviewed as follows:

   A. Chairman Bergosh reviewed the Regular BCC Agenda and County Attorney Rogers reviewed the Written Communication items;

   B. Honorable Pam Childers, Clerk of the Circuit Court and Comptroller, reviewed the Clerk's Report;

   C. Horace Jones, Director, Development Services Department, reviewed the Growth Management Report;

   D. Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, reviewed the County Administrators Report, and Sheryl Rehberg, CareerSource Escarosa, presented a PowerPoint Presentation for CAR III-2;

   E. Alison Rogers, County Attorney, reviewed the County Attorney’s Report; and

   F. Commissioner Barry, Commissioner Robinson, and Commissioner Bergosh reviewed their add-on items.

MINUTES OF THE GARY SANSING PUBLIC FORUM AND REGULAR MEETING OF THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

OCTOBER 18, 2018

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 (Regular Board Meeting only)
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
Susan Woolf, General Counsel to the Clerk (Regular Board Meeting only)
Lizabeth Carew, Administrative Specialist, Clerk and Comptroller's Office
Judy H. Witterstaeter, Program Coordinator, County Administrator's Office

Location: Ernie Lee Magaha Government Building, Board Chambers, First Floor, 221 Palafox Place, Pensacola, Florida

Minutes prepared by: Lizabeth Carew

GARY SANSING PUBLIC FORUM

Chairman Bergosh called the Gary Sansing Public Forum to order at 4:33 p.m.

1. FOR INFORMATION: The Board heard comments from the following individuals concerning tree conservation:

   Kelly Moore
   Margaret Hostetter

2. FOR INFORMATION: The Board heard comments from the following individuals concerning the referendum regarding land on Pensacola Beach:

   Lilly Eubanks
   Dianne Krumel

3. FOR INFORMATION: The Board heard comments from Norman Jeter concerning the Bob-O-Link/Cruzat drainage project.

GARY SANSING PUBLIC FORUM – Continued

4. FOR INFORMATION: The Board heard comments from Melissa Pino concerning shoreline projects.

5. FOR INFORMATION: The Board heard comments from Larry Downs, Jr., concerning land on Perdido Key for beach access.

5:07 P.M. – PUBLIC FORUM ADJOURNED
5:30 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 5:30 p.m.

2. Invocation

   Commissioner Underhill delivered the Invocation.

3. Pledge of Allegiance to the Flag

   Commissioner Barry led the Pledge of Allegiance to the Flag.

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

Motion: To adopt the agenda as amended	
Made by: Commissioner Barry	**Seconded by:** Commissioner May
Disposition: Carried unanimously	
Audio:	

REGULAR BCC AGENDA – Continued

5. Commissioners' Forum:

   A. District 2 – Commissioner Underhill provided comments;

   B. District 4 – Commissioner Robinson provided comments;

   C. District 5 – Commissioner Barry provided comments;

   D. District 3 – Commissioner May provided comments; and

   E. District 1 – Commissioner Bergosh provided comments.

6. Written Communication:

   A. August 3, 2018, communication from Amanda Barnes requesting relief for the Community Development Block Grant Program Mortgage for property located at 33 Camelia Drive;

Motion: To approve a partial release of the mortgage in the amount of $16,668	
Made by: Commissioner May	**Seconded by:** Commissioner Barry
Disposition: Carried unanimously	
Audio:	

   B. September 30, 2018, communication from Fran Ogden regarding land filling that has occurred a few feet from her home located at 5330 Pale Moon Drive.

Disposition: No Action Taken
Speaker(s): Fran Ogden, Lisa Minshew
Audio:

REGULAR BCC AGENDA – Continued

7. 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*, as follows:

   A. The following two Public Hearings on the agenda:

      (1) The 5:31 p.m. Public Hearing, advertised in *The Escambia Sun Press* on September 27, 2018, for consideration of the Petition to Vacate Surfview Drive, as petitioned by Ed Czmut, Paradise Isle Homeowners Association; and

      (2) The 5:32 p.m. **first** Public Hearing, advertised in the *Pensacola News Journal* on October 10, 2018, to receive input on the designation of 128 Airport Boulevard and the 6200 Block of North Palafox as Brownfield Areas; and

   B. The *Board of County Commissioners – Escambia County, Florida, Meeting Schedule October 15-October 19, 2018,* as published in the *Pensacola News Journal* on October 13, 2018.

Motion: To waive the reading	
Made by: Commissioner Underhill	**Seconded by:** Commissioner May
Disposition: Carried unanimously	
Audio:	

8. Public Hearings:

   A. 5:31 p.m. Public Hearing for consideration of the Petition to Vacate Surfview Drive, as petitioned by Ed Czmut, Paradise Isle Homeowners Association.

      Recommendation: That the Board take the following action regarding a Petition to Vacate Surfview Drive, Paradise Isle Subdivision:

      A. Approve or deny the Petition to Vacate Surfview Drive, Paradise Isle Subdivision, (0.93 acres, more or less), as petitioned by Ed Czmut, Paradise Isle Homeowners Association;

(Continued on Page 5)

REGULAR BCC AGENDA – Continued

8. Continued…

A. 5:31 p.m. Public Hearing – Continued

B. Accept the Hold Harmless Agreement;

C. Adopt the Resolution [R2018-115] to Vacate; and

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

This Petition to Vacate request is located in Commission District 2.

Motion: To move the 5:31 in the affirmative	
Made by: Commissioner Underhill	**Seconded by:** Commissioner Robinson
Disposition: Carried unanimously	
Speaker(s): Ed Czmut	
Audio:	

B. 5:32 p.m. first of two Public Hearings to receive input on the designation of 128 Airport Boulevard and the 6200 Block of North Palafox as Brownfield Areas.

Recommendation: That the Board hold the first of two Public Hearings to receive input on the designation of 128 Airport Boulevard, Pensacola, Florida 32503 (Property Reference Numbers 351S309002002012 and 351S309002007008), and the 6200 Block of North Palafox Highway, Pensacola, Florida 32503 (Property Reference Number 361S309002000003), as brownfield areas for the purposes of economic development and environmental rehabilitation.

Motion: "So moved"	
Made by: Commissioner May	**Seconded by:** Commissioner Underhill
Disposition: Carried unanimously	
Speaker(s): None	
Audio:	

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

I. CONSENT AGENDA

1. Recommendation: That the Board accept, for filing with the Board's Minutes, the following documents relating to Hurricane Michael:

   A. The Proclamation Declaring State of Local Emergency, dated October 8, 2018, due to the imminent threat of Hurricane Michael; and

   B. The Evacuation Order to Reduce Vulnerability to Damage, Injury, and Loss of Life or Property Resulting from an Imminent Threat, dated October 9, 2018.

Motion: To move the entire Clerk's agenda	
Made by: Commissioner Underhill	**Seconded by:** Commissioner Robinson
Disposition: Carried unanimously	
Audio:	

2. Recommendation: That the Board accept, for filing with the Board's Minutes, the Fiscal Year 2018-19 Adopted Budget for the Northwest Florida Water Management District, as provided by April Murray, Budget Analyst, Northwest Florida Water Management District.

Motion: To move the entire Clerk's agenda	
Made by: Commissioner Underhill	**Seconded by:** Commissioner Robinson
Disposition: Carried unanimously	
Audio:	

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

   A. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held October 4, 2018; and

   B. Approve the Minutes of the Regular Board Meeting held October 4, 2018.

Motion: To move the entire Clerk's agenda	
Made by: Commissioner Underhill	**Seconded by:** Commissioner Robinson
Disposition: Carried unanimously	
Audio:	

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

I. ACTION ITEM

1. Recommendation: That the Board, at the 5:45 p.m. Public Hearing, take the following action concerning recording of Bradfield Subdivision (a 62-lot, residential subdivision), located in the Pine Forest Community lying west of County Road 297A and lying south of West Kingsfield Road (County Road 186), owned and developed by Smart Living, 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. Approve the Final Plat for recording;

   B. Approve the street names "Woodman Loop" and "Pemberton Lane";

   C. Accept all public easements, pond, 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. Authorize the Chairman or Vice Chairman to execute a Two-Year Warranty Agreement without Surety, for Streets and Drainage improvements and a Conservation Easement.

Motion: To move Items A, B, C, and D	
Made by: Commissioner Barry	**Seconded by:** Commissioner May
Disposition: Carried unanimously	
Speaker(s): None	
Audio:	

COUNTY ADMINISTRATOR'S REPORT – Jack R. Brown, County Administrator

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA

1. Recommendation: That the Board take the following action concerning the Memorandum of Agreement between Gulf Coast Addiction Medicine and Escambia County:

   A. Approve the Memorandum of Agreement between Gulf Coast Addiction Medicine and Escambia County that will establish the relationship by which Escambia County Corrections, in conjunction with Gulf Coast Addiction Medicine, appropriately identifies potential alcohol and/or opioid abuse patients to participate in the Vivitrol Program upon release from the custody of Escambia County Corrections; and

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

   [Funding: The Florida Legislature allocated funds to provide naltrexone to treat alcohol and opioid addicted offenders in community-based drug treatment programs. As a participating provider, Gulf Coast Addiction Medicine may be reimbursed for costs associated with screening and assessing individuals, for actual administration of the medication and for medical support and monitoring. There will be no adverse financial impact to the County.]

Motion: To "move the balance" **For Information:** The "balance" refers to Consent Agenda Items 1 through 13, with the exception of Items 8, 9, and 11, which were held for separate votes.	
Made by: Commissioner May	**Seconded by:** Commissioner Barry
Disposition: Carried unanimously	
Audio:	

2. Recommendation: That the Board accept, for filing with the Board's Minutes, the September 20, 2018, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

Motion: To "move the balance" **For Information:** The "balance" refers to Consent Agenda Items 1 through 13, with the exception of Items 8, 9, and 11, which were held for separate votes	
Made by: Commissioner May	**Seconded by:** Commissioner Barry
Disposition: Carried unanimously	
Audio:	

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

3. Recommendation: 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-2015-020 through October 31, 2019, and decreasing the Federal Funding by $145,329.04, for the maximum amount payable under the Agreement to be $314,435.25; and

   B. Authorize the Chairman to sign the Agreement.

Motion: To "move the balance" **For Information:** The "balance" refers to Consent Agenda Items 1 through 13, with the exception of Items 8, 9, and 11, which were held for separate votes	
Made by: Commissioner May	**Seconded by:** Commissioner Barry
Disposition: Carried unanimously	
Audio:	

4. Recommendation: That the Board take the following action concerning one appointment to the Board of Electrical Examiners:

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

   B. Reappoint Scott A. Adams, electrical engineer, for a three-year term, retroactive to October 1, 2018, through September 30, 2021.

   A Community and Media Relations General Alert posted September 19, 2018, advising "Appointee Sought for Board of Electrical Examiners," received no responses as of the posted deadline of October 3, 2018. The current appointee has indicated that he wishes to continue serving on the Board.

(Continued on Page 10)

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

4. Continued…

Motion: To "move the balance" **For Information:** The "balance" refers to Consent Agenda Items 1 through 13, with the exception of Items 8, 9, and 11, which were held for separate votes	
Made by: Commissioner May	**Seconded by:** Commissioner Barry
Disposition: Carried unanimously	
Audio:	

5. Recommendation: That the Board adopt, and authorize the Chairman to sign, the Resolution [R2018-116] authorizing West Florida Public Libraries to donate tangible personal property to three nonprofit organizations, to allow the Library's continued practice of donating materials withdrawn from the Library's collection to the Friends of West Florida Public Library, Inc., Friends of the Southwest Branch Library Foundation, Inc., and West Florida Genealogical Society, Inc.

Motion: To "move the balance" **For Information:** The "balance" refers to Consent Agenda Items 1 through 13, with the exception of Items 8, 9, and 11, which were held for separate votes	
Made by: Commissioner May	**Seconded by:** Commissioner Barry
Disposition: Carried unanimously	
Audio:	

6. Recommendation: That the Board approve the Request for Disposition of Property Form for Court Administration, for property that has far exceeded the manufacturer's warranty, is not economically feasible to repair, or is past end-of-life. Some equipment is not operational and is no longer of use to the department.

Motion: To "move the balance" **For Information:** The "balance" refers to Consent Agenda Items 1 through 13, with the exception of Items 8, 9, and 11, which were held for separate votes	
Made by: Commissioner May	**Seconded by:** Commissioner Barry
Disposition: Carried unanimously	
Audio:	

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

7. Recommendation: That the Board authorize the scheduling of a Public Hearing on November 1, 2018, at 5:33 p.m., concerning re-budgeting ongoing Grant and Project Funding that will amend the Fiscal Year 2018/2019 Budget and appropriate these funds for those related ongoing Grants and projects.

Motion: To "move the balance" **For Information:** The "balance" refers to Consent Agenda Items 1 through 13, with the exception of Items 8, 9, and 11, which were held for separate votes	
Made by: Commissioner May	**Seconded by:** Commissioner Barry
Disposition: Carried unanimously	
Audio:	

8. Recommendation: That the Board take the following action regarding a Petition to Vacate a portion of unopened right-of-way known as Grande Boulevard:

   A. Authorize the scheduling of a Public Hearing for December 6, 2018, at 5:31 p.m., to consider the Petition to Vacate a portion of unopened right-of-way known as Grande Boulevard (right-of-way varies due to the shoreline of Bayou Grande), as petitioned by Carole A. Lockhart; and

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

   This request is located in Commission District 2.

Motion: To move the scheduling of the Public Hearing	
Made by: Commissioner Robinson	**Seconded by:** Commissioner Underhill
Disposition: Carried unanimously	
Speaker(s): Carole Lockhart	
Audio:	

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

9. Recommendation: That the Board take the following action:

   A. Adopt, and authorize the Chairman to sign, the Resolution [R2018-117] of support for renaming a portion of US Highway 29 (from Cox Road to Sigler Road), for Mr. Maceo Perkins; and

   B. Authorize the County Administrator, or designee, to transmit the signed Resolution to the State of Florida for consideration.

Motion: To move the item	
Made by: Commissioner Barry	**Seconded by:** Commissioner May
Disposition: Carried unanimously	
Speaker(s): LaQuinda Perkins	
Audio:	

10. Recommendation: That the Board abolish the Committee for the Selection of the Design/Build Entity for the New Correctional Facility.

Motion: To "move the balance" **For Information:** The "balance" refers to Consent Agenda Items 1 through 13, with the exception of Items 8, 9, and 11, which were held for separate votes	
Made by: Commissioner May	**Seconded by:** Commissioner Barry
Disposition: Carried unanimously	

11. Recommendation: That the Board take the following action regarding the Pensacola and Perdido Bays Estuary Program Interlocal Agreement:

   A. Approve the Pensacola and Perdido Bays Estuary Program Interlocal Agreement;

   B. Authorize the Chairman to sign the Pensacola and Perdido Bays Estuary Program Interlocal Agreement; and

(Continued on Page 13)

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

11. Continued…

C. Approve the dissolution of the Restated Interlocal Agreement Among Escambia and Santa Rosa Counties and the Cities of Gulf Breeze, Milton, and Pensacola Establishing Local Funding Requirements for the Bay Area Resource Council, dated August 9, 2005.

Motion: To move this item	
Made by: Commissioner Robinson	**Seconded by:** Commissioner Underhill
Disposition: Carried unanimously	
Speaker(s): Kent Wimmer, Glenn Conrad	
Audio:	

12. Recommendation: That the Board approve, and authorize the Chairman to sign, a letter of support and assistance for the University of West Florida in performing a feasibility study to establish Escambia County as a National Heritage Area.

Motion: To "move the balance" **For Information:** The "balance" refers to Consent Agenda Items 1 through 13, with the exception of Items 8, 9, and 11, which were held for separate votes	
Made by: Commissioner May	**Seconded by:** Commissioner Barry
Disposition: Carried unanimously	
Audio:	

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

13. Recommendation: That the Board adopt the revised Municipal Services Benefits Units Guidelines and Procedures document.

The original Municipal Services Benefits Units (MSBU) Guidelines and Procedures document was adopted in July 1998, and then revised for clarity in April 2014. Portions of the document have become outdated and in need of further clarification. The most significant change to the guidelines is the addition of procedures for improving private property that will not be maintained or dedicated to the County after project completion. The current guidelines for infrastructure projects only allowed for MSBUs to be utilized for improvements to property that will be dedicated to the County, or for on-going maintenance projects. The new section on private property improvements will not require these projects to meet County standards because the County will have no on-going responsibility or maintenance after completion of the project.

Motion: To "move the balance" **For Information:** The "balance" refers to Consent Agenda Items 1 through 13, with the exception of Items 8, 9, and 11, which were held for separate votes	
Made by: Commissioner May	**Seconded by:** Commissioner Barry
Disposition: Carried unanimously	
Audio:	

14. Recommendation: That the Board adopt the "National Disability Employment Awareness Month" Proclamation.

Motion: "So moved"	
Made by: Commissioner May	**Seconded by:** Commissioner Barry
Disposition: Carried unanimously	
Speaker(s): Kathy Wilks	
Audio:	

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA

1. Recommendation: That the Board ratify the following October 18, 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 eight Residential Rehab Grant Program Funding and Lien Agreements:

      (1) The Agreements between Escambia County CRA and Joseph M. Baudendistel, owner of residential property located at 424 Gibbs Road, Warrington Redevelopment District, each in the amount of $4,375, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, total electrical rewiring upgrade;

      (2) The Agreements between Escambia County CRA and Brian M. Curley, Trustee for Brian M. Curley Trust, owner of residential property located at 15 Ruberia Avenue, Barrancas Redevelopment District, each in the amount of $3,500, 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 Brian M. Curley, Trustee for Brian M. Curley Trust, owner of residential property located at 6 Lakewood Road, Barrancas Redevelopment District, each in the amount of $2,897, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, to replace roof;

      (4) The Agreements between Escambia County CRA and Sean V. Louden, owner of residential property located at 403 Northwest Syrcle Drive, Warrington Redevelopment District, each in the amount of $4,795, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, to replace windows;

(Continued on Page 16)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1. Continued…

A. Continued…

(5) The Agreements between Escambia County CRA and Patricia A. Finlay, owner of residential property located at 304 Southeast Kalash 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;

(6) The Agreements between Escambia County CRA and Amron Properties, LLC, owner of residential property located at 805 Arlington Street, Brownsville Redevelopment District, each in the amount of $2,695, representing an in-kind match through the Brownsville Tax Increment Financing (TIF), Fund 151, Cost Center 370113, to replace roof;

(7) The Agreements between Escambia County CRA and Crystal J. Bryars, owner of residential property located at 206 Lakewood Road, Barrancas Redevelopment District, each in the amount of $2,393, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, to replace roof; and

(8) The Agreements between Escambia County CRA and Wanda D. Brown, owner of residential property located at 416 South First Street, Warrington Redevelopment District, each in the amount of $2,650, 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.

Motion: To drop Item A(7)	
Made by: Commissioner Robinson	**Seconded by:** Commissioner May
Disposition: Carried unanimously	
Audio:	

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

2. Recommendation: That the Board ratify the following October 18, 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 the Residential Rehab Grant Program Liens:

   A. Approving the following cancellations of five Residential Rehab Grant Program Liens, as the Grant recipients have met their one-year of compliance with the Residential Rehab Grant Program:

Property Owners	Address	Amount
Stephen E. and Brenda J. Ward	110 Vaughn Avenue	$2,875
Ryan W. Gerke and Britney G. Hirras	4 Greve Court	$1,815
Margaret A. Cushing	108 Second Street	$3,490
Lois W. Merritt	205 Northwest Syrcle Drive	$3,350
Kimberly K. Kaminski	121 Southeast Kalash Road	$1,050

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

Motion: "So moved" **For Information:** The Chairman requested a motion on the "balance" of CAR II, which refers to Items 2 through 29, with the exception of Item 13, which was held for separate vote, as amended to drop Item 19.	
Made by: Commissioner May	**Seconded by:** Commissioner Robinson
Disposition: Carried unanimously	
Audio:	

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

3. Recommendation: That the Board ratify the following October 18, 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 the Commercial Facade, Landscape, and Infrastructure Grant Program Lien:

   A. Approving the following one Cancellation of the Commercial Facade, Landscape, and Infrastructure Grant Program Lien, as the Grant recipient has met the one-year of compliance with the Commercial Façade, Landscape, and Infrastructure Grant Program:

Property Owner	**Address**	**Amount**
Navy Park, LLC	3960 Navy Boulevard	$2,929

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

Motion: "So moved" **For Information:** The Chairman requested a motion on the "balance" of CAR II, which refers to Items 2 through 29, with the exception of Item 13, which was held for separate vote, as amended to drop Item 19.	
Made by: Commissioner May	**Seconded by:** Commissioner Robinson
Disposition: Carried unanimously	
Audio:	

4. Recommendation: That the Board take the following action concerning the Community Development Block Grant Homeless Services Agreement with Loaves and Fishes Soup Kitchen, Inc.:

   A. Approve the Community Development Block Grant Homeless Services Agreement with Loaves and Fishes Soup Kitchen, Inc., detailing the use of $50,000 to support shelter operations at the Loaves and Fishes facility located at 257 East Lee Street; and

(Continued on Page 19)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

4. Continued…

B. Authorize the Chairman or Vice Chairman to execute the subject Agreement and all related documents to complete the project.

[Funding: Fund 129/2018 CDBG, Cost Center 370232]

Motion: "So moved" **For Information:** The Chairman requested a motion on the "balance" of CAR II, which refers to Items 2 through 29, with the exception of Item 13, which was held for separate vote, as amended to drop Item 19.	
Made by: Commissioner May	**Seconded by:** Commissioner Robinson
Disposition: Carried unanimously	
Audio:	

5. Recommendation: That the Board approve the issuance of blanket and/or individual Purchase Orders, in excess of $50,000, for the Fiscal Year 2018-2019, based upon previously awarded Contracts, Contractual Agreements, or annual requirements, for the Information Technology Department, Information Technology Telecommunications, and Information Technology Library Services, as follows:

	Vendors/Contractor	Amounts	Contract Numbers
A.	Caliber (Formerly known as: SmartCop, Inc., DBA (CTS America) Vendor Number: 193560 Jail Management System Fund: 001 – General Fund Cost Center: 270102 IT	$80,000	

(Continued on Page 20)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

5. Continued…

	Vendors/Contractor	**Amounts**	**Contract Numbers**
B.	Cox Communications Vendor Number: 034901 Internet Services, PRI Services, Metro-E Fund: 001 – General Fund Cost Center 270103 IT/Telecommunications Fund: 113 – Library Fund Cost Center: 110503 IT/Library Services	$75,000	
C.	PC Specialists, Inc. DBA Technology Integration Group (TIG) Vendor Number: 150525 Maintenance Renewal, Switches, Routers, VOIP Equipment, and Professional Services Fund: 001 – General Fund Cost Center: 270102 IT Cost Center: 270103 IT/Telecommunications Fund: 113 – Library Fund Cost Center: 110503 IT/Library Services	$260,000	Florida State Contract #43220000-WSCA-14-ACS
D.	Environmental Systems Research Institute Vendor Number: 051291 Geographical Information Systems Software Support and Maintenance Fund: 001 – General Fund Cost Center: 270102 IT	$80,000	
E.	SHI Vendor Number: 193696 Volume Licensing Agreement W/Microsoft Corp Fund: 001 – General Fund Cost Center: 270102 IT Fund: 113 – Library Fund Cost Center: 110503 IT/Library Services	$600,000	State of Florida Contract #43230000-15-02

(Continued on Page 21)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

5. Continued…

	Vendors/Contractors	Amounts	Contract Numbers
F.	Uniti Fiber (Formerly known as: Southern Light) Vendor Number: 193781 Internet Services Fund: 001 General Fund Cost Center: 270103 IT/Telecommunications Fund: 113 – Library Fund Cost Center: 110503 IT/Library Services	$350,000	PD 14-15.099

Motion: "So moved" **For Information:** The Chairman requested a motion on the "balance" of CAR II, which refers to Items 2 through 29, with the exception of Item 13, which was held for separate vote, as amended to drop Item 19.	
Made by: Commissioner May	**Seconded by:** Commissioner Robinson
Disposition: Carried unanimously	
Audio:	

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

   A. Approve the Program Participation Agreement between Pathways for Change, Inc., and Escambia County; and

(Continued on Page 22)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

6. Continued…

B. Authorize the Chairman to sign the referenced Agreement.

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

Motion: "So moved" **For Information:** The Chairman requested a motion on the "balance" of CAR II, which refers to Items 2 through 29, with the exception of Item 13, which was held for separate vote, as amended to drop Item 19.	
Made by: Commissioner May	**Seconded by:** Commissioner Robinson
Disposition: Carried unanimously	
Audio:	

7. Recommendation: That the Board take the following action concerning the Application for the Jail Alternative Initiative Project, in the amount of $30,000:

A. Approve the Application for Funding Assistance regarding the Florida Department of Law Enforcement Justice Assistance Grant County-wide Program for the Jail Alternative Initiative project, in the amount of $30,000; and

B. Authorize the Chairman to sign the Application for Funding Assistance regarding the Jail Alternative Initiative project.

[Funding: This Grant does not require matching funds]

Motion: "So moved" **For Information:** The Chairman requested a motion on the "balance" of CAR II, which refers to Items 2 through 29, with the exception of Item 13, which was held for separate vote, as amended to drop Item 19.	
Made by: Commissioner May	**Seconded by:** Commissioner Robinson
Disposition: Carried unanimously	
Audio:	

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

8. Recommendation: That the Board take the following action concerning the Agreement for Professional Staff Services for Small Quantity Generator Program by and between the West Florida Regional Planning Council and Escambia County, Florida:

   A. Approve the Agreement for Professional Staff Services for Small Quantity Generator Program; and

   B. Authorize the Chairman to sign the Agreement.

   [Funding: Fund 401, Solid Waste Fund, Cost Center 230306, Object Code 53101]

Motion: "So moved" **For Information:** The Chairman requested a motion on the "balance" of CAR II, which refers to Items 2 through 29, with the exception of Item 13, which was held for separate vote, as amended to drop Item 19.	
Made by: Commissioner May	**Seconded by:** Commissioner Robinson
Disposition: Carried unanimously	
Audio:	

9. Recommendation: That the Board approve, and authorize the Chairman to sign, the Resolution [R2018-118] authorizing the County Administrator to provide emergency compensation to the Unclassified, Exempt Employees and Classified, Non-Exempt Employees, who worked during the declared State of Local Emergency for Hurricane Michael. The County's declaration was from 5:00 p.m. on Monday, October 8, 2018, through 7:59 a.m., on Monday, October 15, 2018.

Motion: "So moved" **For Information:** The Chairman requested a motion on the "balance" of CAR II, which refers to Items 2 through 29, with the exception of Item 13, which was held for separate vote, as amended to drop Item 19.	
Made by: Commissioner May	**Seconded by:** Commissioner Robinson
Disposition: Carried unanimously	
Audio:	

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

10. Recommendation: That the Board take the following action concerning an Application for a Certificate of Need for a Solid Waste Management activity for BR Bonner's Hauling, Inc.:

A. Approve the Application for a Certificate of Need, permitting BR Bonner's Hauling, Inc., to operate in Escambia County; and

B. Authorize the Chairman to sign the Certificate.

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

Motion: "So moved" **For Information:** The Chairman requested a motion on the "balance" of CAR II, which refers to Items 2 through 29, with the exception of Item 13, which was held for separate vote, as amended to drop Item 19.	
Made by: Commissioner May	**Seconded by:** Commissioner Robinson
Disposition: Carried unanimously	
Audio:	

11. Recommendation: That the Board approve the issuance of seven Fiscal Year 2018-2019 Purchase Orders and/or Blanket Purchase Orders from previously awarded or approved annual requirement Contracts or Contractual Agreements for the Human Resources Department, as follows:

	Vendor/Contractor	**Not-To-Exceed Amount**	**Contract**
A.	Delta Dental Insurance Company Vendor #040643 Dental Insurance Cost Center 150109 Claims	$880,723	PD 15-16.042

(Continued on Page 25)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

11. Continued

	Vendor/Contractor	Not-To-Exceed Amount	Contract
B.	Delta Dental Insurance Company Vendor #040643 Dental Insurance Cost Center 150109 Administrative Fees	$80,000	PD 15-16.042
C.	Blue Cross Blue Shield of Florida Vendor #023808 Health Insurance Cost Center 150108 Retiree Premiums	$328,000	PD 14-15.069
D.	Blue Cross Blue Shield of Florida Vendor #023808 Health Insurance Cost Center 150108 Stop Loss/Administrative Fees	$1,657,916.40	PD 14-15.069
E.	Blue Cross Blue Shield of Florida Vendor #023808 Health Insurance Cost Center 150108 Claims	$22,536,564	PD 14-15.069
F.	Standard Insurance Company (Oct - Dec 2018) Vendor # 121147 Life Insurance Cost Center 150110	$90,000	PD 15-16.042
G.	Occupational Health Center of S.W. PA DBA Concentra Medical Center Vendor #150079 Health Clinic Cost Center 150112	$770,014	PD 09-10.005

(Continued on Page 26)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

11. Continued

[Funding: Fund 501, Worker's Compensation, Health and Life Funds]

Motion: "So moved" **For Information:** The Chairman requested a motion on the "balance" of CAR II, which refers to Items 2 through 29, with the exception of Item 13, which was held for separate vote, as amended to drop Item 19.	
Made by: Commissioner May	**Seconded by:** Commissioner Robinson
Disposition: Carried unanimously	
Audio:	

12. Recommendation: That the Board approve, and authorize the County Administrator to sign, the BlueMedicare Group Master Agreement with Blue Cross Blue Shield of Florida, Inc., D/B/A Florida Blue, and the Escambia County Board of County Commissioners, for Escambia County's Group Medical Insurance.

[Funding Source: Fund 501, Internal Service Fund, Cost Center 150108, Object Code 54501]

Motion: "So moved" **For Information:** The Chairman requested a motion on the "balance" of CAR II, which refers to Items 2 through 29, with the exception of Item 13, which was held for separate vote, as amended to drop Item 19.	
Made by: Commissioner May	**Seconded by:** Commissioner Robinson
Disposition: Carried unanimously	
Audio:	

13. Recommendation: That the Board approve the out-of-county travel request for Commissioner Jeff Bergosh, Chairman of the Board, to attend the Memorandum of Understanding signing for Project Titan in Singapore on October 22-28, 2018. [Funding: Fund 001, General Fund, Cost Center 110101, Object Code 54001]

Motion: To move this item	
Made by: Commissioner Robinson	**Seconded by:** Commissioner Barry
Disposition: Carried 4-1, with Commissioner Underhill voting "no"	
Audio:	

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

14. Recommendation: That the Board adopt the Resolution [R2018-119] approving Supplemental Budget Amendment #004, General Fund (001), in the amount of $16,076, to recognize funding from the Escambia County 4-H Foundation for funding a contract part-time Program Assistant for 6 months to provide support for the 4-H agents.

Motion: "So moved" **For Information:** The Chairman requested a motion on the "balance" of CAR II, which refers to Items 2 through 29, with the exception of Item 13, which was held for separate vote, as amended to drop Item 19.	
Made by: Commissioner May	**Seconded by:** Commissioner Robinson
Disposition: Carried unanimously	
Audio:	

15. Recommendation: That the Board take the following action:

A. Adopt the Resolution [R2018-120] approving Supplemental Budget Amendment #007, General Fund (001) and Gulf Coast Restoration Fund (118), in the amount of $2,136,088, to recognize Grant funds from the U.S. Environmental Protection Agency through a Cooperative Agreement using RESTORE funding, and to appropriate these funds for an Estuary Program for Pensacola and Perdido Bays; and

B. Approve establishing three positions to perform duties associated with the Grant. These positions (Director, Senior Scientist, and Public Outreach Specialist), may be needed in the first year of the Grant. The titles of these positions are subject to change. Two other positions have been approved by the Grant (Technical Program Assistant and Grant Writer), but may not be needed until future years. The Estuary Program Grant budget period is from 8/1/18-7/31/22. These positions will be hired as needed and will terminate when the Grant ends or when the positions are no longer needed during the term of the Grant.

The yearly funding allocation for salaries is as follows for the first three positions, but doesn't include fringe benefits (Director - $91,222, Senior Scientist - $76,948, and Public Outreach Specialist - $52,097), as stated in the Grant Application and budget justification worksheet.

(Continued on Page 28)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

15. Continued…

This Grant allocates 10% indirect funding for administrative management of the Grant. Also, $30,000 will be placed in capital to purchase two Water Quality Multi-Parameter Meters.

Motion: "So moved" **For Information:** The Chairman requested a motion on the "balance" of CAR II, which refers to Items 2 through 29, with the exception of Item 13, which was held for separate vote, as amended to drop Item 19.	
Made by: Commissioner May	**Seconded by:** Commissioner Robinson
Disposition: Carried unanimously	
Audio:	

16. Recommendation: That the Board adopt the Resolution [R2018-121] approving Supplemental Budget Amendment #008, Local Option Sales Tax Fund III (352), in the amount of $2,101,252, to recognize Federal Grant proceeds from a Federal Emergency Management Agency and State of Florida Division of Emergency Management Hazard Mitigation Grant Program Subaward, and to appropriate these funds for the Lake Charlene Drainage Improvement Project.

Motion: "So moved" **For Information:** The Chairman requested a motion on the "balance" of CAR II, which refers to Items 2 through 29, with the exception of Item 13, which was held for separate vote, as amended to drop Item 19.	
Made by: Commissioner May	**Seconded by:** Commissioner Robinson
Disposition: Carried unanimously	
Audio:	

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

17. Recommendation: That the Board approve Budget Amendment #241, Detention/Jail Commissary Fund (111), Article V Fund (115), Community Redevelopment Fund (151), Bob Sikes Toll Fund (167), in the amount of $14,060, to cover personnel shortages in several cost centers for ending Fiscal Year 2017/2018. Funding is available within each of the listed funds, and there is no change to the total budget.

Motion: "So moved" **For Information:** The Chairman requested a motion on the "balance" of CAR II, which refers to Items 2 through 29, with the exception of Item 13, which was held for separate vote, as amended to drop Item 19.	
Made by: Commissioner May	**Seconded by:** Commissioner Robinson
Disposition: Carried unanimously	
Audio:	

18. Recommendation: That the Board approve, and authorize the County Administrator to sign, the Agreement between Escambia County, Florida, and Jobe's Dirt Works, LLC, per the terms and conditions of PD 17-18.080, Demolition of the Central Booking Facility, for the lump sum of $ 476,900.

[Funding: Fund 311, Series 2017 Project Fund, Cost Center 290408, Object Code 54601, Project # 414E0155]

Motion: "So moved" **For Information:** The Chairman requested a motion on the "balance" of CAR II, which refers to Items 2 through 29, with the exception of Item 13, which was held for separate vote, as amended to drop Item 19.	
Made by: Commissioner May	**Seconded by:** Commissioner Robinson
Disposition: Carried unanimously	
Audio:	

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

19. Recommendation: That the Board rescind its action of December 14, 2017, County Administrator's Report II-6, authorizing the issuance of Fiscal Year 2017/2018 Purchase Orders, in excess of $50,000, based on previously awarded Contracts, Contractual Agreements, or annual requirements for the Public Safety Department, as follows:

	Vendor/Contractor	**Amount**	**Contract Number**
A	Garber Chevrolet Buick GMC Truck Vendor #070423 Vehicles Fund: 352 Local Option Sales Tax (LOST) Cost Center: 330228 Amount: $113,884	$113,884	VE 17-18.002
B	Hub City Ford Vendor # 082128 Vehicles Fund: 352 LOST Cost Center: 330228 Amount: $69,440	$69,440	VE 17-18.002

[Funding: Fund 352, Local Option Sales Tax, Cost Center 330228, Machinery & Equipment, Object Code 56401]

Motion: "So moved" **For Information:** The Chairman requested a motion on the "balance" of CAR II, which refers to Items 2 through 29, with the exception of Item 13, which was held for separate vote, as amended to drop Item 19.	
Made by: Commissioner May	**Seconded by:** Commissioner Robinson
Disposition: Carried unanimously	
Audio:	

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

20. Recommendation: That the Board take the following action concerning the Agreement between Escambia County, Florida, and Birkshire Johnstone, LLC, per the terms and conditions of PD 17-18.081, Underground Storage Tanks at Bus Transit and Road Prison:

A. Approve, and authorize the County Administrator to sign, the Agreement for a base bid lump sum of $587,970; and

B. Authorize the County Administrator to execute all related documents, Purchase Orders, and Owner Direct Purchases, in the amount of $50,000 or greater.

[Funding: Fund 501, Fuel Distribution; Cost Center 210407, Fuel Distribution; Object Code 55201, Operating Supplies]

Motion: "So moved" **For Information:** The Chairman requested a motion on the "balance" of CAR II, which refers to Items 2 through 29, with the exception of Item 13, which was held for separate vote, as amended to drop Item 19.	
Made by: Commissioner May	**Seconded by:** Commissioner Robinson
Disposition: Carried unanimously	
Audio:	

21. Recommendation: That the Board approve bringing $400,000, available in "Local Option Sales Tax" IV, Cost Center 210106, Fund 353, forward from Fiscal Year 2020 to Fiscal Year 2019 for the Willowbrook Lake Dam project so that staff can begin the construction process.

This project is located in Commission District 5.

Motion: "So moved" **For Information:** The Chairman requested a motion on the "balance" of CAR II, which refers to Items 2 through 29, with the exception of Item 13, which was held for separate vote, as amended to drop Item 19.	
Made by: Commissioner May	**Seconded by:** Commissioner Robinson
Disposition: Carried unanimously	
Audio:	

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

22. Recommendation: That the Board approve the reallocation of funds from the Capital Improvement Program, in the amount of $174,577, from the Rebel Road Drainage Project, Fund 352, Local Option Sales Tax (LOST) III, Cost Center 210107, Transportation and Drainage (T&D) Project #16EN3471, to the Kenwood Drive Drainage Improvement Project, Fund 352, LOST III, Cost Center 210107, Project Number to be determined.

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

These projects are located in Commission District 1.

Motion: "So moved" **For Information:** The Chairman requested a motion on the "balance" of CAR II, which refers to Items 2 through 29, with the exception of Item 13, which was held for separate vote, as amended to drop Item 19.	
Made by: Commissioner May	**Seconded by:** Commissioner Robinson
Disposition: Carried unanimously	
Audio:	

23. Recommendation: That the Board take the following action:

A. Advance the $1,726,325 available in Local Option Sales Tax (LOST) IV from Fiscal Year 2024 to Fiscal Year 2019, for County Road (CR) 99 (Highway 97 to Alabama State Line) Resurfacing Project; and

B. Direct staff to begin the construction solicitation process.

[Funding: Fund 353, Local Option Sales Tax (LOST) IV, Cost Center 210106, Transportation Fiscal Year 2024]; This project is located in Commission District 5.

Motion: "So moved" **For Information:** The Chairman requested a motion on the "balance" of CAR II, which refers to Items 2 through 29, with the exception of Item 13, which was held for separate vote, as amended to drop Item 19.	
Made by: Commissioner May	**Seconded by:** Commissioner Robinson
Disposition: Carried unanimously	
Audio:	

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

24. Recommendation: That the Board take the following action concerning a drainage easement, located in the 9200 Block of University Parkway, from Southern Scrap Company, Inc.:

A. Accept the donation of a drainage easement (approximately 2,497 square feet), located in the 9200 Block of University Parkway, from Southern Scrap Company, Inc., for drainage improvements;

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

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

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

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

This property is located in Commission District 4.

Motion: "So moved" **For Information:** The Chairman requested a motion on the "balance" of CAR II, which refers to Items 2 through 29, with the exception of Item 13, which was held for separate vote, as amended to drop Item 19.	
Made by: Commissioner May	**Seconded by:** Commissioner Robinson
Disposition: Carried unanimously	
Audio:	

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

25. Recommendation: That the Board take the following action concerning insurance for the Escambia County Jail:

A. Rescind the Board's action of September 20, 2018, County Administrator's Report II-29B, approving the payment to USI Insurance Services, LLC, for the Professional Liability (Medical Malpractice) Insurance policy written through AB Risk (Wholesale Broker) and issued through Pro-Praxis Insurance and underwritten by certain underwriters at Lloyd's, London, to extend the existing policy for one month, effective October 1, 2018, through November 30, 2018, in the amount of $5,570, to allow for additional time for negotiation of the terms for a full term policy; and

B. Approve the payment to USI Insurance Services, LLC, for Professional Liability (Medical Malpractice) Insurance policy written through AB Risk (Wholesale Broker) and issued through Pro-Praxis Insurance and underwritten by certain underwriters at Lloyd's, London, effective October 1, 2018, through September 30, 2019, in the amount of $170,522.

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

Motion: "So moved" **For Information:** The Chairman requested a motion on the "balance" of CAR II, which refers to Items 2 through 29, with the exception of Item 13, which was held for separate vote, as amended to drop Item 19.	
Made by: Commissioner May	**Seconded by:** Commissioner Robinson
Disposition: Carried unanimously	
Audio:	

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

26. Recommendation: That the Board, for Fiscal Year 2018/2019, approve the issuance of two blanket and/or individual Purchase Orders, in excess of $50,000, based upon previously awarded Contracts, Contractual Agreements, or annual requirements, for the Public Works Department, as follows (meeting in regular session on October 4, 2018, the Board held Item "A" [which was Item "B" on the County Administrator's Report (CAR) II-24], for further discussion; Item "B" [which was Item "GG" on CAR II-24], had scrivener's errors, which have been changed in the entry below):

	Vendor/Contractor	Amount	Contract Number
A	**CSX Transportation** **Vendor Number: 030050** **Signal Maintenance for Railroad Crossings** Fund 175 (Transportation Trust Fund) Cost Center: 211201	$63,861	Annual Signal Maintenance for Railroad Crossings
B	**McPherson Companies, Inc.** **Vendor Number: 194540** **Gasoline and Diesel Fuel** Fund 001 (General Fund) Cost Center: 211401, Object Code: 55204 (SRI Public Works)	$150,000	Annual allocation for gas and diesel for use in SRI Public Works vehicles

Motion: "So moved" **For Information:** The Chairman requested a motion on the "balance" of CAR II, which refers to Items 2 through 29, with the exception of Item 13, which was held for separate vote, as amended to drop Item 19.	
Made by: Commissioner May	**Seconded by:** Commissioner Robinson
Disposition: Carried unanimously	
Audio:	

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

27. Recommendation: That the Board take the following action concerning the Fiscal Year 2018/2019 Miscellaneous Appropriations Agreement for Keep Pensacola Beautiful, Inc.:

A. Rescind the Board's action of October 4, 2018, approving the Miscellaneous Appropriations Agreement between Escambia County and Keep Pensacola Beautiful, Inc., in the amount of $51,000, to be paid from the Solid Waste Management Fund (401), Cost Center 230314; Account 53401;

B. Approve the Miscellaneous Appropriations Agreement between Escambia County and Keep Pensacola Beautiful, Inc., in the amount of $51,000, to be paid from the Solid Waste Management Fund (401), Cost Center 230314, Account 53401;

C. Ratify the Chairman's signature dated October 4, 2018; and

D. Authorize the execution of the necessary Purchase Order.

Motion: "So moved" **For Information:** The Chairman requested a motion on the "balance" of CAR II, which refers to Items 2 through 29, with the exception of Item 13, which was held for separate vote, as amended to drop Item 19.	
Made by: Commissioner May	**Seconded by:** Commissioner Robinson
Disposition: Carried unanimously	
Audio:	

28. Recommendation: That the Board approve, and authorize the Chairman to sign, the Resolution [R2018-122] authorizing the County Administrator to deploy County personnel and assets to assist neighboring jurisdictions impacted by Hurricane Michael.

Motion: "So moved" **For Information:** The Chairman requested a motion on the "balance" of CAR II, which refers to Items 2 through 29, with the exception of Item 13, which was held for separate vote, as amended to drop Item 19.	
Made by: Commissioner May	**Seconded by:** Commissioner Robinson
Disposition: Carried unanimously	
Audio:	

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

29. Recommendation: That the Board take the following action concerning the International Paper Company Easement:

A. Authorize acceptance of the provided, updated Easement to build a stormwater retention pond in the Carver Park area of Cantonment, Florida;

B. Authorize the Chairman to execute the Easement, and any subsequent Easements, Agreements, and program-related documents for this project that do not alter the finite terms of funding amounts or budgets;

C. Authorize payment of documentary stamps, because the Easement is being donated for governmental use, which is for road and drainage improvements, and benefits the public, and the Easement will enhance the safety and well-being of the citizens of Escambia County; and

D. Authorize the payment of incidental expenditures associated with the recording of documents.

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

Motion: "So moved" **For Information:** The Chairman requested a motion on the "balance" of CAR II, which refers to Items 2 through 29, with the exception of Item 13, which was held for separate vote, as amended to drop Item 19.	
Made by: Commissioner May	**Seconded by:** Commissioner Robinson
Disposition: Carried unanimously	
Audio:	

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION

1. Recommendation: 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 2018/2019:

   A. Independence for the Blind of West Florida, Inc., in the amount of $2,500;

   B. New World Believers, in the amount of $2,500; and

   C. Escambia County Public Schools Foundation, 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]

Motion: To move the item	
Made by: Commissioner Robinson	**Seconded by:** Barry
Disposition: Carried 4-0, with Commissioner May having left the meeting	
Audio:	

2. Recommendation: That the Board acknowledge the presentation of the Vision and Mission of CareerSource Escarosa, which includes their scope of work, duties, and responsibilities, programs, funding sources, and community partners.

Motion: To acknowledge the presentation that was made and the discussion with Ms. Rehberg **For Information:** The Board viewed and discussed a PowerPoint Presentation during Agenda Work Session held earlier in the day, presented by Sheryl Rehberg, Chief Executive Officer of CareerSource Escarosa.	
Made by: Commissioner Barry	**Seconded by:** Commissioner Robinson
Disposition: Carried 4-0, with Commissioner May having left the meeting	
Audio:	

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

3. Recommendation: That the Board either approve, by super-majority vote, or deny the following action:

   A. Authorize the purchase of real property, located at 9990 Bristol Park Road, from James W. Kiker, for the Bristol Park - Ashbury Hills Area Project, for $290,000, which is the average of the County's appraised value of $295,000 and the owner's provided appraisal of $285,000;

   B. Authorize County staff to draft the Contract for Sale and Purchase for the acquisition of real property (approximately 0.83 acres), located at 9990 Bristol Park Road, from James W. Kiker, and to bring the executed Contract back before the Board; and

   C. Authorize the County Attorney's Office to prepare, and the Chairman or Vice Chairman to execute, subject to Legal review and sign-off, any documents necessary to complete the acquisition of this property, without further action of the Board (if the purchase is approved).

      [Funding Source: Fund 352, "Local Option Sales Tax III," Cost Center 210120, Object Code 56101, Project #16EN3595]

   This Property is located in Commission District 5.

Motion: To move the Item, A, B, and C	
Made by: Commissioner Barry	**Seconded by:** Commissioner Underhill
Disposition: Carried 4-0, with Commissioner May having left the meeting	
Audio:	

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

4. Recommendation: That the Board select one development and approve, and authorize the County Administrator or Assistant County Administrator to sign, the Local Government Verification of Contribution Loan Form in support of the Local Government Area of Opportunity for RFA 2018-110 Housing Credit Financing for Affordable Housing Developments located in Medium Counties.

   [Funding: Escambia County Housing Finance Authority; Fund 120, SHIP; and/or Fund 124, Affordable Housing]

Disposition: No Action Taken
For Information: The Board was advised by County Administrator Brown that this item has been dropped
Audio:

5. Recommendation: That the Board take the following action concerning the OLF8 Master Plan Request for Proposals (RFP):

   A. Approve the OLF8 Master Plan RFP Scope of Work;

   B. Authorize staff to begin the solicitation process through the Office of Purchasing; and

   C. Authorize staff to shortlist responses to no more than three firms (not ranked), to bring to the Board for review, ranking, and selection.

Disposition: No Action Taken
For Information: The Board was advised by County Administrator Brown that this item has been dropped
Audio:

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

6. Recommendation: That the Board take the following action concerning options to develop public Gulf of Mexico access on Perdido Key:

   A. Develop public access at 16400 Perdido Key Drive utilizing clustered or expanded access; or

   B. Develop public access at alternate location(s) on east side of Perdido Key (between Perdido Key State Park and Johnson Beach);

   C. Identify a funding source for this project; and

   D. Direct staff to evaluate additional Gulf of Mexico public access locations and bring back for the Board's consideration.

Motion: To direct staff to begin to procure the planning aspect moving forward and utilize the funds that are in the Perdido Key Beach Acquisition Project of $50,000	
Made by: Commissioner Barry	**Seconded by:** Commissioner Robinson
Disposition: Carried 3-1, with Commissioner Underhill voting "no" and Commissioner May having left the meeting	
Speaker(s): Kent Wimmer, Mae Dean, Dianne Krumel, Melissa Pino, Margaret Hostetter, Scott Trotter, Tom Scarritt, Wilson Robertson, Randy Cudd	
Audio:	

7. Recommendation: That the Board accept Jack R. Brown's 90-day notice of his "Intent to Retire" and approve his request to be placed on terminal leave through February 4, 2019.

Motion: To "acknowledge and accept"	
Made by: Commissioner Barry	**Seconded by:** Commissioner Robinson
Disposition: Carried 4-0, with Commissioner May having left the meeting	
Audio:	

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

8. Recommendation: That the Board discuss how to handle the County Administrator's search to replace Jack R. Brown, County Administrator, upon his retirement on January 31, 2019.

Motion: To have staff get in touch with FAC and engage them in the search process **For Information:** FAC is the Florida Association of Counties	
Made by: Commissioner Barry	**Seconded by:** Commissioner Robinson
Disposition: Carried 4-0, with Commissioner May having left the meeting	
Audio:	

9. Recommendation: That the Board approve the proposed new Escambia County Board of County Commissioners' Organizational Chart, as provided.

Motion: To move this item	
Made by: Commissioner Robinson	**Seconded by:** Commissioner Barry
Disposition: Carried 4-0, with Commissioner May having left the meeting	
Audio:	

COUNTY ATTORNEY'S REPORT – Alison Rogers, County Attorney

I. FOR ACTION

1. Recommendation: That the Board take the following action concerning the Resolution repealing and replacing Resolution R2015-149, as amended by R2017-27 [identifying Economic Development Projects to be funded from the Local Option Sales Tax Economic Development Trust Fund]:

   A. Adopt the Resolution [R2018-123] repealing and replacing R2015-149, as amended by R2017-27; and

   B. Authorize the Chairman to sign the Resolution.

Motion: To "move the two items" **For Information:** The "two items" refer to County Attorney's Report Action Items I-1 and I-2	
Made by: Commissioner Robinson	**Seconded by:** Commissioner Barry
Disposition: Carried 4-0, with Commissioner May having left the meeting	
Audio:	

COUNTY ATTORNEY'S REPORT – Continued

I. FOR ACTION – Continued

2. Recommendation: That the Board take the following action:

A. Rescind the Board's action, dated January 4, 2018, concerning Canvassing Board membership;

B. Appoint Commissioner Lumon May to serve as the Board's member on the Canvassing Board for the 2018 General Election; and

C. Authorize the Chairman to sign the letter to Chief Judge Linda L. Nobles respectfully requesting that she appoint to the 2018 Canvassing Board as alternates:

(1) Al Coby, first alternate; and

(2) Kevin White, second alternate.

Motion: To "move the two items" **For Information:** The "two items" refer to County Attorney's Report Action Items I-1 and I-2	
Made by: Commissioner Robinson	**Seconded by:** Commissioner Barry
Disposition: Carried 4-0, with Commissioner May having left the meeting	
Audio:	

II. FOR DISCUSSION

1. Recommendation: That the Board, at the request of Commissioner Grover Robinson, adopt, and authorize the Chairman to sign, the Resolution [R2018-124] in support of Amendment 9 that prohibits offshore oil and gas drilling.

The Board may adopt a Resolution that takes a position on a ballot measure. However, the Board may not otherwise spend public funds to expressly advocate a position on a ballot measure.

Motion: To move the item	
Made by: Commissioner Robinson	**Seconded by:** Commissioner Barry
Disposition: Carried 3-1, with Commissioner Underhill voting "no" and Commissioner May having left the meeting	
Audio:	

COUNTY ATTORNEY'S REPORT – Continued

II. FOR DISCUSSION – Continued

2. Recommendation: That the Board, at the request of Commissioner Grover Robinson, adopt, and authorize the Chairman to sign, the Resolution [R2018-125] supporting a "yes" vote on the nonbinding referendum relating to the Escambia County policy for the preservation of Santa Rosa Island.

   The Board may adopt a Resolution that takes a position on a ballot measure. However, the Board may not otherwise spend public funds to expressly advocate a position on a ballot measure.

Motion: To move this item, that "we support the Resolution with a 'yes' vote"	
Made by: Commissioner Robinson	**Seconded by:** Commissioner Barry
Disposition: Carried 3-1, with Commissioner Underhill voting "no" and Commissioner May having left the meeting	
Speaker(s): Lilly Eubanks	
Audio:	

3. Recommendation: That the Board, at the request of Commissioner Jeff Bergosh, adopt, and authorize the Chairman to sign, the Resolution [R2018-126] supporting a "yes" vote on the School Board referendum relating to the question shall the superintendent of schools of Escambia County, Florida, be appointed by the School Board.

   The Board may adopt a resolution that takes a position on a ballot measure. However, the Board may not otherwise spend public funds to expressly advocate a position on a ballot measure.

Motion: To move the item in the affirmative	
Made by: Commissioner Bergosh (Commissioner Bergosh relinquished the Chair to Commissioner Barry)	**Seconded by:** Commissioner Robinson
Disposition: Carried 3-1, with Commissioner Underhill voting "no" and Commissioner May having left the meeting	
Speaker(s): Lorrie Newman, Lilly Eubanks, Dianne Krumel, Melissa Pino, Anita Feliciano, James Scaminaci	
Audio:	

ITEMS ADDED TO THE AGENDA – COMMISSIONER GROVER C. ROBINSON, IV

1. Recommendation: That the Board approve the contribution of $2,500 of discretionary funds by Commissioner Grover Robinson to 100 Black Men of Pensacola, Inc.

   [Funding: Fund 001, General Fund, Board of County Commissioners' Discretionary Money, Cost Center 110101, Object Code 58201]

Motion: To move the item	
Made by: Commissioner Robinson	**Seconded by:** Commissioner Barry
Disposition: Carried 4-0, with Commissioner May having left the meeting	
Audio:	

ITEMS ADDED TO THE AGENDA – COMMISSIONER STEVEN L. BARRY

1. Recommendation: That the Board approve the Market Analysis proposal of $24,500 from the Town of Century and the Haas Center, and approve the Purchase Order for this purpose.

   [Funding: Local Option Sales Tax IV, Cost Center 110277]

Motion: To approve the Market Analysis proposal of $24,500 from the Town of Century and the Haas Center, and approve the PO to be cut for it	
Made by: Commissioner Barry	**Seconded by:** Commissioner Underhill
Disposition: Carried 4-0, with Commissioner May having left the meeting	
Audio:	

ITEMS ADDED TO THE AGENDA – COMMISSIONER JEFFREY W. BERGOSH

1. Recommendation: That the Board approve the funding allocation of $1,500 from Commissioner Jeff Bergosh's discretionary money for the ARC Gateway.

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

Motion: To move the item	
Made by: Commissioner Barry	**Seconded by:** Commissioner Robinson
Disposition: Carried 4-0, with Commissioner May having left the meeting	
Audio:	

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 ?:? 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: November 1, 2018

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

OCTOBER 25, 2018

Present: 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
Alison Rogers, County Attorney
DeLana Allen-Busbee, Administrative Specialist, Clerk and Comptroller's Office
Judy H. Witterstaeter, Program Coordinator, County Administrator's Office

Absent: Commissioner Jeffrey W. Bergosh, Chairman, District 1

Location: Ernie Lee Magaha Government Building, Board Chambers, First Floor, 221 Palafox Place, Pensacola, Florida

Minutes prepared by: DeLana Allen-Busbee

AGENDA NUMBER

1. Call to Order

   Acting Chairman May called the Attorney-Client Session to order at 9:05 a.m.

2. Session

   Acting Chairman May advised that:

   A. County Attorney requests that the Board retire to the BCC Conference Room for the Attorney/Client Session regarding the case of *Allen, Clarke, et al. v. A.E. New, Jr., Inc., Caldwell and Associates, Inc., Escambia County, Florida, et al., Case No. 2015 CA 000722, Escambia County Circuit Court.*, which session was advertised in the Saturday, October 13, 2018, and October 20, 2018, editions of the *Pensacola News Journal* as follows:

ATTORNEY-CLIENT SESSION MINUTES – October 25, 2018

AGENDA NUMBER – Continued

2. Session – Continued

A. Continued…

PUBLIC NOTICE

IT IS THE INTENTION of the Board of County Commissioners of Escambia County, Florida, to hold a Special Board meeting for the sole purpose of conducting a private meeting with its attorneys to discuss pending litigation in the case of Allen, Clarke, et al. v. A.E. New, Jr., Inc., Caldwell and Associates, Inc., Escambia County, Florida, et al., Case No. 2015 CA 000722, Escambia County Circuit Court, in accordance with Section 286.01(8), Florida Statutes. The Special Board meeting in which to conduct an attorney/client session will be held at 9:00 a.m., on Thursday, October 25, 2018, in the Ernie Lee Magaha Government Building, Board Chambers, 221 Palafox Place, Pensacola, Florida. Commissioners Jeff Bergosh, Doug B. Underhill, Lumon J. May, Grover C. Robinson, IV, Steven L. Barry, Acting County Administrator Amy Lovoy, County Attorney Alison P. Rogers, Deputy County Attorney Charles V. Peppler, Lawson Hester, attorneys representing Escambia County in the foregoing litigation and a certified court reporter will attend the attorney/client session.

B. The session is expected to last about sixty (60) minutes and the following are expected to attend: Commissioners Bergosh, Underhill, May, Robinson, and Barry; Acting County Administrator Amy Lovoy; County Attorney Alison Rogers; Deputy County Attorney Charlie Peppler; and Lawson Hester.

RECESS: 9:06 A.M. – COMMISSIONER MAY, COMMISSIONER UNDERHILL, COMMISSIONER BARRY, AND COUNTY ATTORNEY ALISON ROGERS RETIRED TO THE BCC CONFERENCE ROOM

RECONVENE: 9:29 A.M. – COMMISSIONER MAY, COMMISSIONER UNDERHILL, COMMISSIONER BARRY, COMMISSIONER ROBINSON, AND COUNTY ATTORNEY ALISON ROGERS RETURNED TO BOARD CHAMBERS

ATTORNEY-CLIENT SESSION MINUTES – October 25, 2018

ADJOURNMENT

There being no further business to come before the Board, Acting Chairman May declared the Attorney-Client Session of the Board of County Commissioners adjourned at 9:30 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: November 1, 2018

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15084 **Growth Management Report 13. 1.**
BCC Regular Meeting
Meeting Date: 11/01/2018
Issue: Review of Rezoning Cases Heard by the Planning Board on October 1, 2018
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Review of the Rezoning Cases Heard by the Planning Board on October 1, 2018

That the Board take the following action concerning the rezoning cases heard by the Planning Board on October 1, 2018:

A. Review and either adopt, modify, or reject the Planning Board's recommendations for Rezoning Cases Z-2018-09 and Z-2018-13 or remand the cases back to the Planning Board; and

B. Authorize the Chairman to sign the Orders of the Escambia County Board of County Commissioners for the rezoning cases that were reviewed.

1. Case No.:	**Z-2018-09**
Address:	1900 Tate Road
Property Reference No.:	27-1N-31-0802-002-002
Property Size:	1.66 (+/-) acres
From:	LDR, Low Density Residential District (four du/acre)
To:	LDMU, Low Density Mixed-use district (seven du/acre)
FLU Category:	MU-S, Mixed-Use Suburban
Commissioner District:	5
Requested by:	Ronald Williams, Owner
Planning Board Recommendation:	Approved
Speakers:	Ronald Williams
2. Case No.:	**Z-2018-11**
Address:	Dogwood Place

Property Reference No.:	34-2S-30-0040-010-003
Property Size:	9.1 (+/-) acres
From:	HDMU, High Density Mixed-use district (25 du/acre
To:	Com, Commercial district (25 du/acre)
FLU Category:	MU-S, Mixed-Use Suburban
Commissioner District:	3
Requested by:	Gilbert Nelson, Owner
Planning Board Recommendation:	**Applicant requested that the case be pulled and the PB granted that request.**
Speaker:	N/A

3. Case No.:	***Z-2018-13***
Address:	2335 Klinger Street
Property Reference:	18-1S-30-1201-005-005
Property Size:	0.46 (+/-) acres
From:	MDR, Medium Density Residential district (10 du/acre)
To:	HDUM, High Density Mixed-use district (25 du/acre)
FLU Category:	MU-U, Mixed-Use Urban
Commissioner District:	4
Requested by:	Robert O. Beasley, Agent for Crosby Holdings, LLC., Owner
Planning Board Recommendation:	Approval
Speakers:	Robert Beasley

BACKGROUND:

The above cases were owner initiated and heard at the October 1, 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-2018-09

Z-2018-13

Z-2018-09

ESCAMBIA COUNTY PLANNING BOARD
QUASI-JUDICIAL HEARING

Case #: Z-2018-09
Applicant: Ronald C. Williams, Owner
Address: 1900 Block Tate Road
Property size: 1.66 (+/-) acres

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

To: LDMU, Low Density Mixed-use district (7 du/acre)

A quasi-judicial hearing was held in the above-styled cause before the Escambia County Planning Board on the 1st day of October 2018, commencing at approximately 8:30 a.m., at the Escambia County Central Office Complex, 3363 West Park Place, Room 104, Governmental Center, Pensacola, Florida, reported by David A. Deik, CP, CPE, Professional Reporter.

PLANNING BOARD

BOARD MEMBERS PRESENT:
TIM PYLE, Acting Chair — District 2
JAY INGWELL — District 1
REID RUSHING — At Large
ALAN GRAY — At Large
WILLIAM CLAY — District 3
ERIC FEARS — District 4
PATTY HIGHTOWER — School Board
STEPHEN OPALENIK — Navy

PLANNING BOARD STAFF PRESENT:
MEREDITH CRAWFORD, ESQUIRE
Assistant County Attorney

HORACE JONES, DIRECTOR
KAYLA MEADOR
ALLYSON CAIN
JON FISHER

- - -

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P R O C E E D I N G S

(The Planning Board staff was duly sworn.)

THE ACTING CHAIRMAN (MR. PYLE): So we'll start off with a quasi-judicial hearing.

The Planning Board is acting under its authority to hear and recommendations to the Board of County Commissioners on rezoning applications.

These hearings are quasi-judicial in nature. Quasi-judicial hearings are like evidentiary hearings in a court of law, however, less formal.

All testimony will be given under oath, and anyone testifying before the Planning Board may be subject to cross-examination.

All documents and exhibits that the Planning Board considered will be entered into evidence and made part of the record.

Opinion testimony will be limited to experts, and closing arguments will be limited to evidence in the record.

Before making a decision, the Planning Board will consider the relevant testimony, the exhibits entered into evidence, and the applicable law.

Each individual who wishes to address the Planning Board must complete a speaker request form -- that's one of these pink forms -- and submit it to the Planning Board clerk. These forms are obtainable in the back of the boardroom. You will not be allowed to speak until we receive a completed form.

And please note that only those individuals who are present and give testimony on the record at this hearing 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 BCC meeting. Therefore, all testimony and evidence must be presented today.

The Planning Board will provide a recommendation for each zoning request to the Board of County Commissioners, which will review testimony, documents, and exhibits, consider the closing arguments and make a final decision.

All decisions by the BCC are final. Anyone who wishes to seek judicial review for the decision of the Board of County Commissioners must do so in a court of competent

jurisdiction within 30 days of the date the BCC approves or rejects the recommended order of the Planning Board.

All written or oral communications outside of this hearing with the members of the Planning Board regarding matters under consideration today are considered ex parte communications.

Ex parte communications are presumed prejudicial under Florida law and must be disclosed, as provided in BCC Resolution Number 96-13.

As each case is heard, the Chair will ask that any board member who has been involved in any ex parte communication please identify themselves and describe the communication.

- - -

THE ACTING CHAIRMAN: I believe we have three cases today.

First we have Z-2018-09.

And I want to ask -- start on this end -- if any members of the board have been -- has there been any ex parte communication between you and the applicant, of the applicant's agents, attorneys, witnesses, with fellow Planning Board members or anyone from the

general public prior to this hearing?

Have you visited the property? Also, please disclose if you are a relative or business associate of the applicant or the applicant's agents.

MR. OPALENIK: No to all.

MS. HIGHTOWER: No to all.

MR. GRAY: No to all.

THE ACTING CHAIRMAN: No to all. I have been to the site.

MR. FEARS: No to all.

MR. INGWELL: No to all.

MR. CLAY: No to all.

MR. RUSHING: And no to all.

THE ACTING CHAIRMAN: Very good.

Will the applicant or their representative please come forward for Z-2018-09?

Mr. Ronald C. Williams.

If you would please swear in the applicant.

- - -

RONALD C. WILLIAMS, upon being duly sworn, was examined and testified as follows:

- - -

THE ACTING CHAIRMAN: State your full name

and address for the record, sir.

MR. WILLIAMS: Ronald C. Williams. My home address, 259 Fidlers Circle, Cantonment, Florida.

THE ACTING CHAIRMAN: All righty.

And you understand that you have the burden -- Oh, first of all, have you received a copy of the rezoning hearing package with the findings of fact?

MR. WILLIAMS: Yes, sir.

THE ACTING CHAIRMAN: And 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 the Comprehensive Plan, and is not in conflict with any portion of the county's Land Development Code?

MR. WILLIAMS: Yes, sir.

THE ACTING CHAIRMAN: All right. Please go ahead.

MR. WILLIAMS: About all I have to say, really, is on these findings -- I think there's five different. And all of them are pretty much favorable except the one about the address

and -- on this Tate Road.

And actually, I've always known I was going to inherit this property in the future. And a few years ago, I put a meter on it to use the property, a water meter to wash trucks, and kind of involving with my business.

And it was addressed 1348 Tate Road. And that's what it's been all along, except when my brother finished his probate. And because the rest of my parents' property was in the 1900 block of Tate Road, I guess he just put that on it.

But I called ECUA the other day, and it's still that. The meter is still there. I've quit using it.

And they have it as 1348 Kingsfield Road. That's where all the footage is, 200-and-something footage, except for a driveway over on Tate.

That's basically -- And all the rest of the findings seem to be favorable to the zoning change.

And it said in there if it were -- if it were the address on Kingsfield Road, it would be favorable. And actually, it has been up till

just this year, really, when he finalized this stuff.

THE ACTING CHAIRMAN: Yes, sir.

Any questions?

MR. GRAY: No, but I may have a question for the applicant once we do hear from the staff, in that respect.

Thank you.

THE ACTING CHAIRMAN: Staff.

MS. CAIN: Allyson Cain, Urban Planner, Development Services.

This is Rezoning Case Z-2018-9, 1900 block, Tate Road, from LDR, low-density residential to LDMU, low-density mixed use.

This is the location map showing the location along Kingsfield, and then you see the Tate Road.

Zoning map showing the outline, the parcel partial outline in red is LDR currently. And the corner partial is LDMU, surrounding LDMU and other LDR.

Future land use category is from mixed-use suburban.

This is the existing land use of the parcel showing existing uses around the parcel.

This is the aerial photography at the site.

This is our public hearing sign that we posted on Tate Road. It's looking north along Tate Road.

Looking onto a portion of the property from the drive on Tate Road.

Looking across the subject property along Tate.

Looking south along the gate from the subject property towards Kingsfield.

Looking across -- This is another view, looking across Tate Road from the subject parcel.

This the public hearing sign that we posted on Kingsfield Road.

This is looking into the subject property from Kingsfield.

Looking south across Kingsfield from the subject property.

And looking southwest along Kingsfield.

This is looking at the adjoining parcel to the west next to the subject property on Kingsfield.

Looking east along Kingsfield Road towards

Tate.

And that's it for the maps and photography.

THE ACTING CHAIRMAN: All right.

MS. CAIN: And I can go into the findings.

THE ACTING CHAIRMAN: Go right ahead.

MS. CAIN: Criterion A, consistent with the Comprehensive Plan.

The amendment is consistent with the future land use mixed-use suburban.

Mixed-use suburban future land use allows for both residential and nonresidential uses, while it does -- promoting compatible infill development.

Consistent with the Land Development Code, the . . . as the applicant stated, the findings were that it's not consistent with the Land Development Code because it does not meet the locational criteria because the address frontage is on Tate Road, which is a local road.

And the locational criteria states that it needs to be either on a collector or an arterial roadway.

There also is, as the applicant mentioned, an entrance or available access from Kingsfield

Road, which is a collector.

So should that parcel be addressed off of Kingsfield, it would meet the locational criteria of the . . . being within a quarter mile of the high school as a traffic generator.

And the applicant did provide some sort of compatibility analysis that the board -- for the location criteria that the board can review and waive, if they see fit.

Compatible with the surrounding areas. The proposed amendment is compatible with the surrounding areas.

There is an existing business on the corner, which is also owned by the applicant. There are preexisting businesses to the west of the subject parcel, as well as a high school and a church within the impacted area of the subject parcel.

And so the area is predominantly rural in nature. And from medium to large parcels that have a low-density residential zoning designation, recognizing the fact that this should not promote preparation -- or commercial activities.

Criteria D, appropriate if spot zoning.

The request for the rezoning to LDMU would not be considered spot zoning, as the adjacent parcels are currently zoned LDMU along Tate Road. There are residential uses, and along Kingsfield that are some existing neighborhood commercial uses.

Criteria E, appropriately change or changing conditions. The land use and development conditions within the area surrounding the property -- They have not changed, and the proposed rezoning to LDMU would share the same allowable uses as the adjoining parcels currently have. And that's the ending of staff findings.

THE ACTING CHAIRMAN: Okay. I'm not sure if I have anyone signed up to speak on this case or not. I've got a couple blank ones, but I don't believe I do, if anyone has a shot to fill out your form. If not, we'll move on.

Board members, do you have any questions?

MR. FEARS: So in summary, one of the five criteria were not met, based on the physicality of the physical address registered.

MS. CAIN: Correct.

MR. FEARS: And if that address had

changed to the adjacent Kingsfield, all five criteria would have been met.

MS. CAIN: Yes, sir.

MR. GRAY: I have a question, Mr. Chair.

You spoke about -- This is for the applicant. You spoke about a water meter being used to service the property.

MR. WILLIAMS: Yes.

MR. GRAY: That meter exists off of Kingsfield Road, sir?

MR. WILLIAMS: Yes, sir. Yes, sir. It's still there.

MR. GRAY: So your service provider is providing you from Kingsfield, the water, if it wasn't used --

MR. WILLIAMS: Let me clear that up. There's two -- there's one meter there for my existing business.

This meter was put there a few years ago, and I used it for a few years. And then I had it cut off, but the meter is still there. That's basically it.

MR. GRAY: Okay. And let's say that this -- this shows favor with this board. Are you -- are you able to address this property as

it -- as it develops off of Kingsfield?

MR. WILLIAMS: Yes, sir. Yes, sir.

It's actually got a . . . Well, it used to have a driveway there, but it doesn't now. They moved that out. But that doesn't matter.

MR. GRAY: That was -- that was my question for staff.

Is there -- is there any issue -- can we make a criterion of our motion that the applicant use the Kingsfield Road as the proper adjacent road for -- for addressing -- somewhat compel them to do this as part of our motion? That would be -- this use -- or have we thought of that?

MS. CRAWFORD: Meredith Crawford.

I don't believe that you can make it a requirement. However, as part of your recommendation, that's something that you could definitely include.

It wouldn't be a conditional rezoning or a condition necessary for them to meet. However, that would be within your purview, to recommend that the applicant do that or agree to do that, in the same way that, you know, sometimes this board makes other recommendations to their

applicants.

MR. GRAY: Okay.

MR. JONES: And also, too -- Thank you, Meredith.

And also, too, you can ask staff, Development Services, the DRC committee, the plans when they come in for any type of building or additional expansion, to look at.

MR. GRAY: Okay.

MR. JONES: To get with addressing.

MR. GRAY: Okay.

Thank you much.

THE ACTING CHAIRMAN: Anything else from staff?

(No response.)

THE ACTING CHAIRMAN: Hearing nothing else -- Anything else from the board?

MR. INGWELL: Would there be any limitations to changing the address that anyone can think of?

MS. CAIN: Not that we're aware of. They just usually come into the addressing department and give the property reference number.

That happens sometimes in development review situations. Sometimes they don't even

have an address when they come in to DRC, so they just would ask for that parcel to be addressed off of Kingsfield Road, change the address.

MR. GRAY: I think we might be able to lateral that request or that recommendation or concern from our board to theirs. And it -- I mean, that doesn't have to be part of the motion.

MS. CAIN: Or you could -- as the code allows, you could kind of waive the location criteria and state the address.

MR. GRAY: Okay.

THE ACTING CHAIRMAN: Is there anything further from the applicant? Do you have anything else?

MR. WILLIAMS: No, sir.

THE ACTING CHAIRMAN: Anything else?

(No response.)

THE ACTING CHAIRMAN: I'll entertain a motion.

MR. GRAY: Yeah. I'd like to make a motion, Mr. Chair. I'd like to make a motion that we approve Case Z-2018-09 and waive the locational criteria -- that was the one staff

issue -- with the understanding that the applicant and the other -- the other committees can handle the proper addressing onto the Kingsfield Road.

THE ACTING CHAIRMAN: I have a motion. Do I have a second?

MR. INGWELL: Second.

THE ACTING CHAIRMAN: All those in favor say "aye."

(Chorus of "ayes.")

THE ACTING CHAIRMAN: Any opposed?

(No response.)

THE ACTING CHAIRMAN: The motion passes.

(Hearing concluded at 9:05 a.m.)

CERTIFICATE OF REPORTER

STATE OF FLORIDA)
)
COUNTY OF ESCAMBIA)

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

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

_____
DAVID A. DEIK, CP, CPE
Professional Court Reporter

Planning Board-Rezoning **7. A.**

Meeting Date: 10/01/2018
CASE : Z-2018-09
APPLICANT: Ronald C. Williams, Owner
ADDRESS: 1900 Block Tate Rd
PROPERTY REF. NO.: 27-1N-31-0802-002-002
FUTURE LAND USE: MU-S, Mixed-Use Suburban
DISTRICT: 5
OVERLAY DISTRICT: N/A
BCC MEETING DATE: 10/04/2018

SUBMISSION DATA:
REQUESTED REZONING:

FROM: LDR, Low Density Residential district (4 du/acre)

TO: LDMU, Low Density Mixed-use district (7 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

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 Category The Mixed-Use Suburban (MU-S) Future Land Use (FLU) category is intended for a mix of residential and nonresidential uses while promoting compatible infill development and the separation of urban and suburban land uses. Range of allowable uses include: Residential, Retail and Services, Professional Office, Recreational Facilities, Public and Civic. The maximum residential density is twenty five dwelling units per acre.

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

CPP FLU 2.1.2 Compact Development. To promote compact development, FLUM amendments and residential rezonings to allow higher residential densities may be allowed in the Mixed-Use Urban (MU-U) and Mixed-Use Suburban (MU-S) future land use categories.

FINDINGS

The proposed amendment to LDMU **is consistent** with the intent and purpose of Future Land Use category MU-S stated in CPP FLU 1.3.1. The current FLU allows for residential and non-residential uses while promoting compatible infill development and the separation of urban and suburban land uses. The parcel will use the existing roads and infrastructures.

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.

LDR, Low Density Residential.

Purpose. The Low Density Residential (LDR) district establishes appropriate areas and land use regulations for residential uses at low densities within suburban areas. The primary intent of the district is to provide for large-lot suburban type residential neighborhood development that blends aspects of rural openness with the benefits of urban street connectivity, and at greater density than the Rural Residential district. Residential uses within the LDR district are predominantly detached single-family dwellings. Clustering dwellings on smaller residential lots may occur where needed to protect prime farmland from non-agricultural use or to conserve and protect environmentally sensitive areas.

non-agricultural use or to conserve and protect environmentally sensitive areas. The district allows non-residential uses that are compatible with suburban residential neighborhoods and the natural resources of the area.

LDMU, Low Density Mixed-use

Purpose. The Low Density Mixed-use (LDMU) district establishes appropriate areas and land use regulations for a complementary mix of low density residential uses and compatible non-residential uses within mostly suburban areas. The primary intent of the district is to provide for a mix of neighborhood-scale retail sales, services and professional offices with greater dwelling unit density and diversity than the Low Density Residential district. Additionally, the LDMU district is intended to rely on a pattern of well-connected streets and provide for the separation of suburban uses from more dense and intense urban uses. Residential uses within the district include most forms of single-family, two-family and multi-family dwellings.

LDC 3-2.6(e) Location criteria. All new non-residential uses proposed within the LDMU district that are not part of a predominantly residential development or a planned unit development, or are not identified as exempt by district regulations, shall be on parcels that satisfy at least one of the following location criteria:

(1) Proximity to intersection. Along an arterial or collector street, and within 200 feet of an intersection with another arterial or collector.

(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, or shopping mall.

(3) Infill development. Along an arterial or collector street, in an area where already established non-residential uses are otherwise consistent with the LDMU 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 street and at the intersection with a local street that serves to connect the arterial street to another arterial, and all of the following site design conditions:

a. Any intrusion into a recorded residential subdivision is limited to a corner lot

b. Access and stormwater management is shared with adjoining uses or properties to the extent practicable.

c. Adverse impacts to any adjoining residential uses are minimized by placing the more intensive elements of the use (solid waste dumpsters, truck loading/unloading areas, drive-thru facilities, etc.) furthest from the residential uses.

FINDINGS

The proposed amendment **is not** consistent with the intent and purpose of the Land Development Code. LDMU zoning allows for a mix of neighborhood commercial as well as an increase in density from four dwelling units to seven

dwelling units an acre. The subject property is adjacent to LDMU and LDR parcels and currently has access from Tate Rd. The parcel **does not** meet the locational criteria as it is addressed off a local roadway, however If the parcel where to be addressed off of Kingsfield Rd, a collector roadway, the parcel would meet the locational criteria as it is within a quarter of a mile of Tate High School, a traffic generator. The applicant provided a compatibility analysis and per the LDC, the Board may waive the locational criteria.

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 LDR and LDMU. There is an existing business on the corner, which is also owned by the applicant. It is there intention to use the subject parcel for his existing business. There are pre existing business to the west of the subject parcel as well as a high school and a church within the impacted area. The area is predominately rural in nature with medium to large size parcels that have the LDR zoning designation, recognizing the fact that this should not promote a proliferation of commercial activities

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.

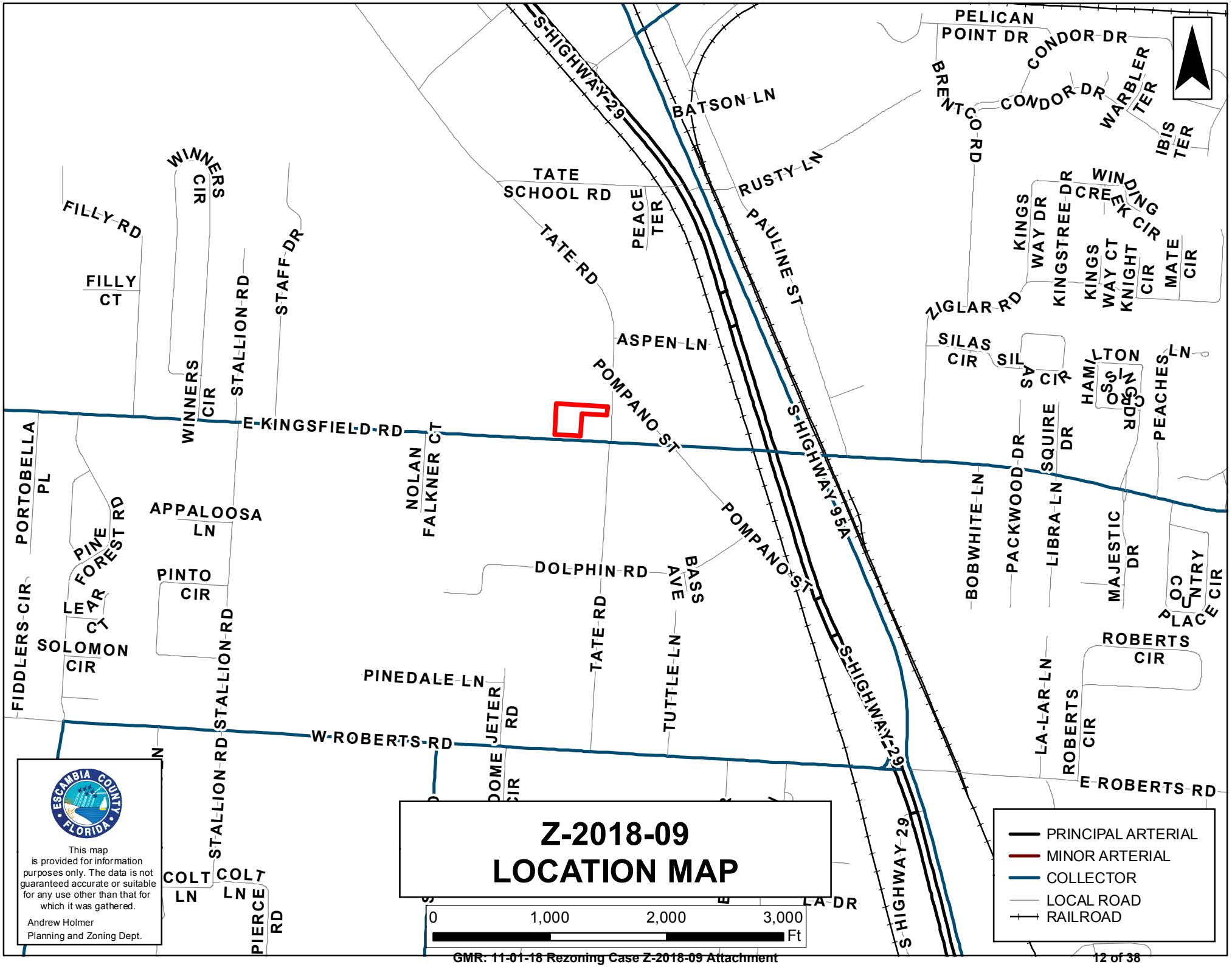
FINDINGS
The requested zoning district would not be considered to be spot zoning as the adjoining parcels are currently zoned LDMU. Along Tate road, there are residential use properties and along Kingsfield are some existing neighborhood commercial.

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 due to new developments or land use changes. The proposed rezoning to LDMU will share the same allowable uses as the adjoining parcels currently have.

Attachments

Working Case File



Z-2018-09
LOCATION MAP

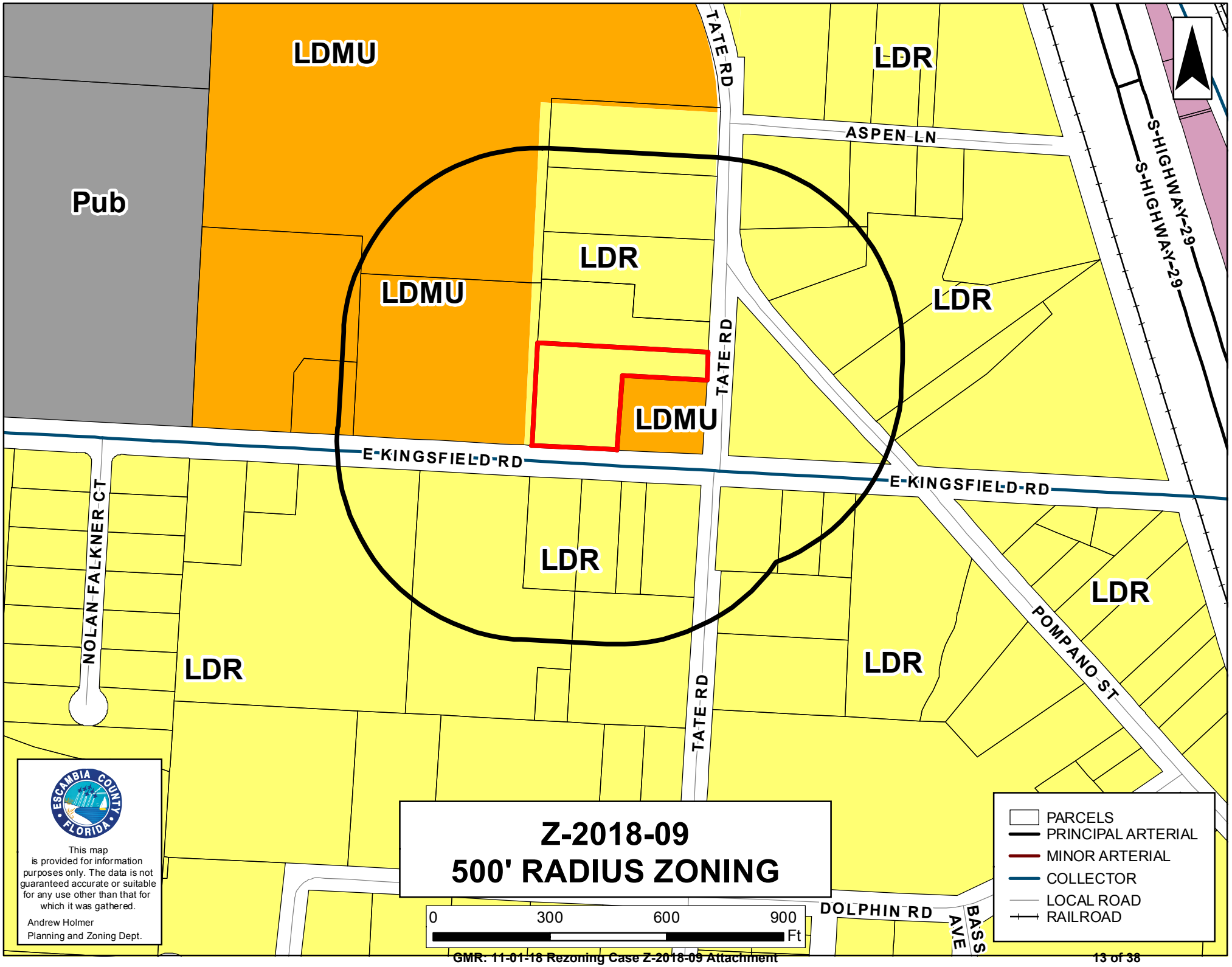
0 1,000 2,000 3,000 Ft

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.

Andrew Holmer
Planning and Zoning Dept.


LDMU
LDR
Pub
LDR
LDMU
LDR
LDMU
TATE RD
ASPEN LN
S-HIGHWAY-29
E-KINGSFIELD-RD
E-KINGSFIELD-RD
NOLAN-FALKNER CT
LDR
LDR
LDR
LDR
POMPANO ST
TATE RD
DOLPHIN RD
BASS AVE
Z-2018-09
500' RADIUS ZONING
0
300
600
900
Ft
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
RAILROAD
ESCAMBIA COUNTY FLORIDA
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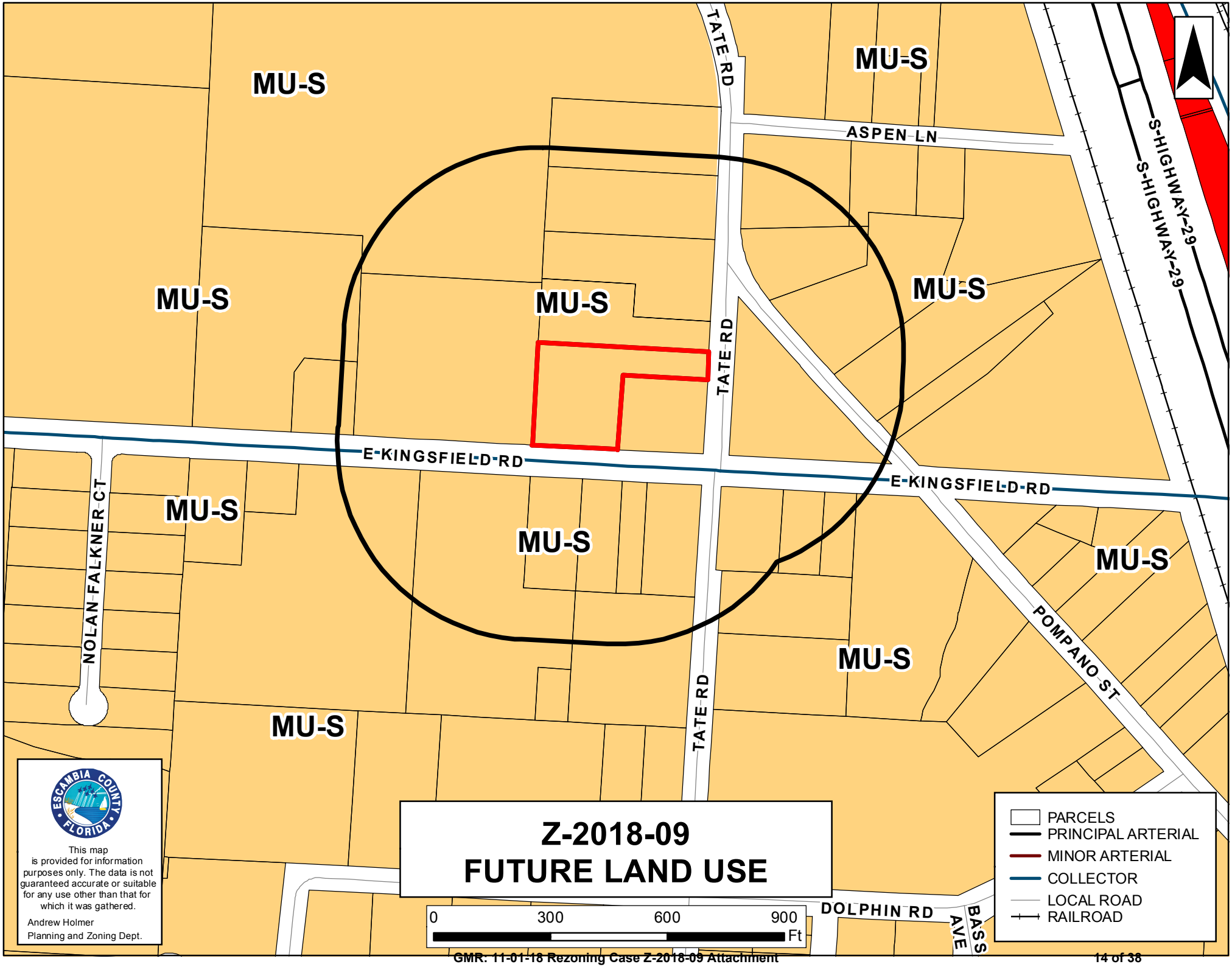
Andrew Holmer
Planning and Zoning Dept.


MU-S
MU-S
MU-S
MU-S
MU-S
MU-S
MU-S
MU-S
MU-S
TATE RD
TATE RD
TATE RD
ASPEN LN
S HIGHWAY 29
S HIGHWAY 29
E KINGSFIELD RD
E KINGSFIELD RD
NOLAN FALKNER CT
POMPANO ST
DOLPHIN RD
BASS AVE
Z-2018-09
FUTURE LAND USE
0
300
600
900
Ft
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
RAILROAD
ESCAMBIA COUNTY FLORIDA
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Andrew Holmer
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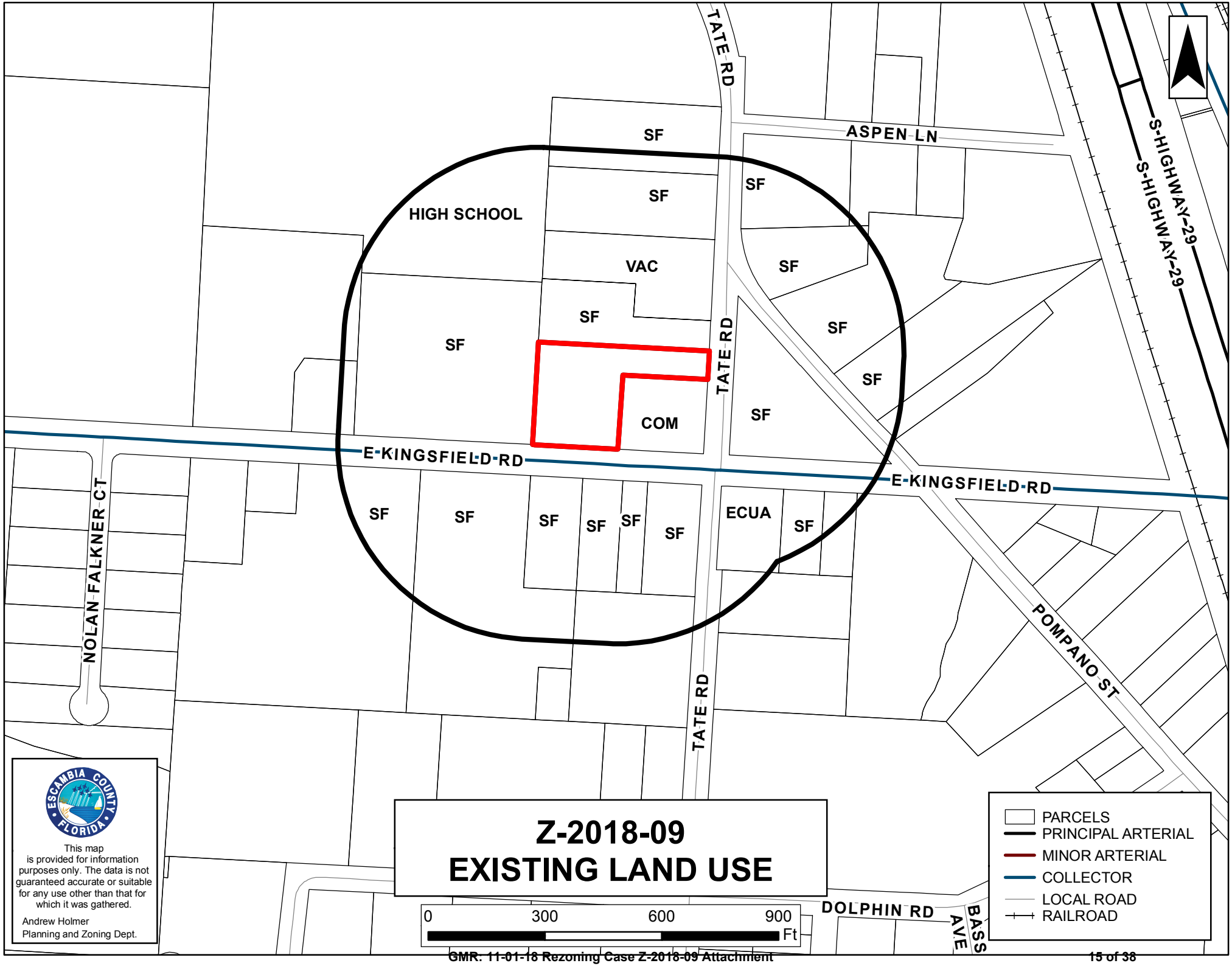
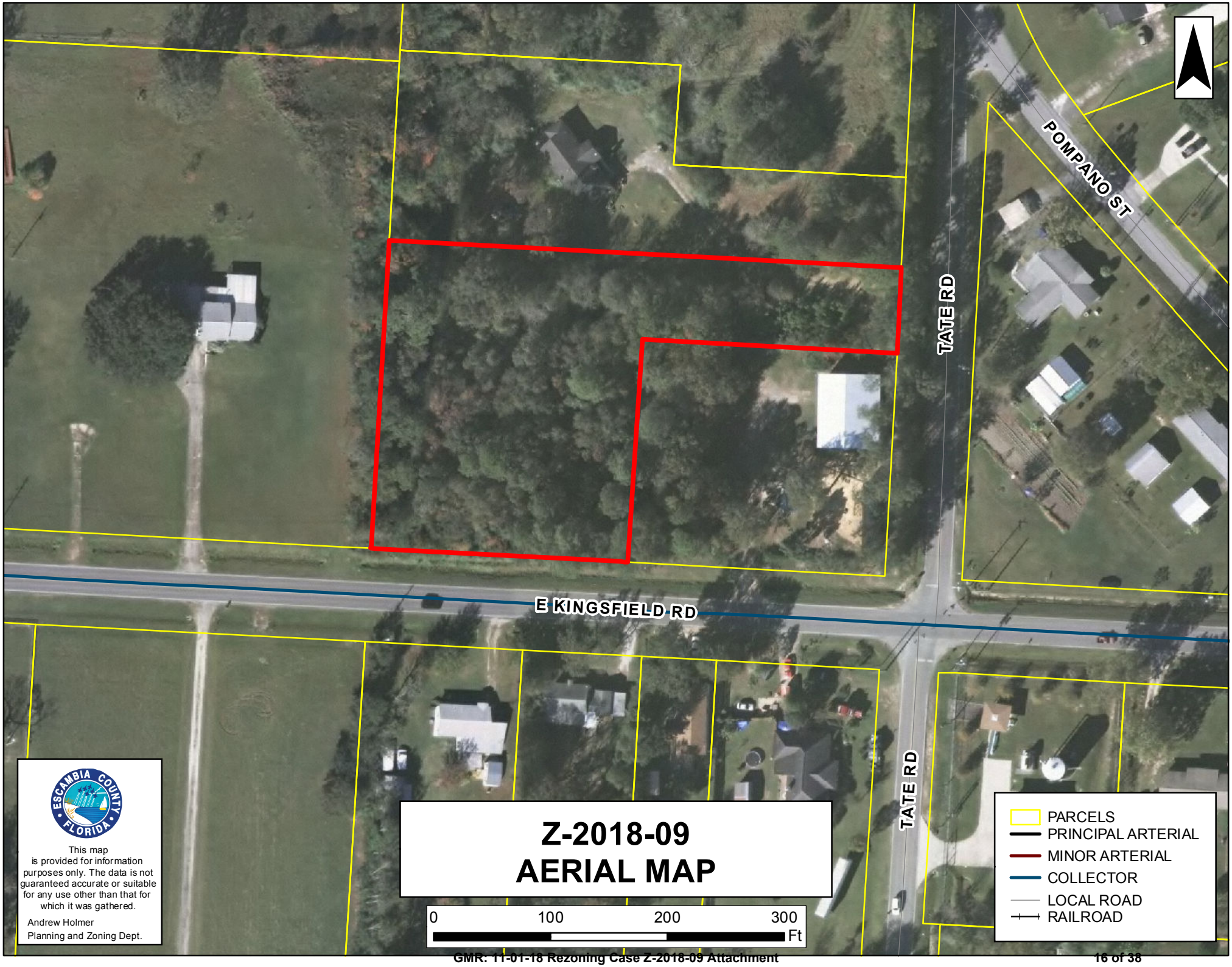

TATE RD
ASPEN LN
S-HIGHWAY-29
S-HIGHWAY-29
SF
SF
SF
HIGH SCHOOL
VAC
SF
SF
SF
SF
SF
SF
COM
SF
E-KINGSFIELD-RD
E-KINGSFIELD-RD
NOLAN FALKNER CT
SF
SF
SF
SF
SF
SF
ECUA
SF
TATE RD
POMPANO ST
DOLPHIN RD
BASS AVE
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.
Z-2018-09
EXISTING LAND USE
0
300
600
900
Ft
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
RAILROAD



Z-2018-09
AERIAL MAP

Public Hearing Sign on Tate Rd

Looking north on Tate Rd

Looking onto a portion of property from drive on Tate Rd

Looking from subject parcel across Tate Rd

Looking south along Tate
from subject parcel access

Looking across Tate Rd
from subject parcel

Public Hearing sign on Kingsfield Rd

Looking onto subject parcel from Kingsfield

Looking south across Kingsfield Rd from subject parcel

Looking southwest
along Kingsfield Rd

Looking at adjoining parcel to west along Kingsfield Rd

Looking east along Kingsfield Rd

Escambia County Planning and Zoning
Development Services Department
3363 West Park Place
Pensacola, FL 32505
Phone: (850) 595-3475 • Fax: (850) 595-3481
http://myescambia.com/business/ds

Rezoning Application

FOR OFFICE USE ONLY - Case Number: Z-2018-09 Accepted by: _____ PB Meeting: 8/7/18

1. **Contact Information:**

   A. **Property Owner/Applicant:** RONALD C WILLIAMS

   Mailing Address: P.O. BOX 571

   Business Phone: 850-968-0427 Cell: 850-380-4094

   Email: callsigns@bellsouth.net

   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: 1900 TATE RD.

   Parcel ID (s): 27-1N-31-0802-002-002

   B. Total acreage of the subject property: 1.66 AC

   C. Existing Zoning: LDR

   Proposed Zoning: LDMU ; explain why necessary and/or appropriate

   FLU Category: MU-S

D. Is the subject property developed (if yes, explain): NO

E. Sanitary Sewer: N/A Septic: N/A

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.

IT'S ALLOWED BY THE COMPREHENSIVE PLAN

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

1000 FT WEST IS JOHNS MODELS STORE & A WELDING/FAB SHOP - NORTH IS TATE HIGH AUTO SHOP & AGG SHOP - SOUTH EAST ACCROSS STREET IS ECUA PUMP STATION / WATER WELL ALSO WILLIAMS SCRAP ON 2 SIDES, PARCELS ON BOTH SIDES OF THIS PARCEL IS ZONED LDMU

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.

I AGREE THIS IS TRUE

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*

NOT SPOT ZONING

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.

NO ZONING CHANGES LATELY
NOT APPLY

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): 27-1N-31-0802-002-002

Property Address: 1900 TATE RD.

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 6-18-18 DAY OF _____, YEAR OF _____.

Ronald C. Williams	RONALD C. WILLIAMS	6-18-18
Signature of Property Owner	Printed Name of Property Owner	Date
Signature of Property Owner	Printed Name of Property Owner	Date

AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

(if applicable)

As owner of the property located at _____
_____, Florida, property reference number(s)_____
_____ I hereby designate _____
_____ 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 _____day of_____ the year of,_____, 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:_____ Email:_____
Address:_____ Phone:_____

_____	_____	_____
Signature of Property Owner	Printed Name of Property Owner	Date
_____	_____	_____
Signature of Property Owner	Printed Name of Property Owner	Date

STATE OF _____COUNTY OF _____
The foregoing instrument was acknowledged before me this _____day of _____ 20 ___,
by _____.
Personally Known ☐ OR Produced Identification☐. Type of Identification Produced: _____

_____	_____
Signature of Notary	Printed Name of Notary

(Notary Seal)

DONT INCLUDE PG

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: $1,084.00
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. _____N/A Compatibility Analysis (if applicable): If the subject property does not meet the roadway requirements of Locational Criteria, a compatibility analysis prepared by the applicant is required to provide substantial evidence of unique circumstances regarding the parcel or use that were not anticipated by the alternative criteria. (See "Documented Compatibility" within the request zoning district of the LDC.)

E. _____ Signed and Notarized Affidavit of Owner/Limited Power of Attorney AND Concurrency Determination Acknowledgement (pages 4 and 5).

By my signature, I hereby certify that:

1) I am duly qualified as owner(s) or authorized agent to make such application, this application is of my own choosing, and staff has explained all procedures relating to this request; and

2) All information given is accurate to the best of my knowledge and belief, and I understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application; and

3) I understand that there are no guarantees as to the outcome of this request, and that the application fee is non-refundable; and

4) I authorize County staff to enter upon the property referenced herein at any reasonable time for purposes of site inspection and authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County staff; and

5) I am aware that Public Hearing notices (legal ad and/or postcards) for the request shall be provided by the Development Services Bureau.

Ronald C. Williams — Signature of Owner/Agent

RONALD C. WILLIAMS — Printed Name Owner/Agent

6-18-18 — Date

_____ Signature of Owner

_____ Printed Name of Owner

_____ Date

STATE OF Florida COUNTY OF Escambia The foregoing instrument was acknowledged before me this 18th day of June 20 18, by Ronnie C. Williams

Personally Known ☑ OR Produced Identification ☐. Type of Identification Produced: _____

Kim L. Wilson — Signature of Notary

Kim L. Wilson — Printed Name of Notary

NOTARY PUBLIC (notarial seal) STATE OF FLORIDA

KIM L. WILSON
MY COMMISSION # FF 991192
EXPIRES: May 10, 2020
Bonded Thru Budget Notary Services

Recorded in Public Records 12/28/2016 2:11 PM OR Book 7644 Page 653, Instrument #2016099331, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $10.00 Deed Stamps $3.50

12 CC
3.50

THIS INSTRUMENT PREPARED BY AND RETURN TO:

SURETY LAND TITLE OF FLORIDA, LLC 850/476/5695
358 WEST NINE MILE ROAD SUITE D
PENSACOLA, FLORIDA 32534
Property Appraisers Parcel Identification (Folio) Number: 271N310802002002
Incidental to the issuance of a title insurance policy

WARRANTY DEED

SPACE ABOVE THIS LINE FOR RECORDING DATA

THIS WARRANTY DEED, made the 16th day of December, 2016 by **William G. Williams, a single man** , whose post office address is **3376 Pine Forest Road, Cantonment, FL 32533** herein called the grantor, to **Ronald C. Williams, a single man, and Patricia M. Williams, a married woman and Melissa C. Williams, Single, as joint tenants with the rights of suvirorship and not as tenants in common**, whose post office address is **2590 Fiddlers Circle, Cantonment, FL 32533**, hereinafter called the Grantees:
(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

W I T N E S S E T H: That the grantor, for and in consideration of the sum of TEN AND 00/100'S ($10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in ESCAMBIA County, State of Florida, viz.:

PARCEL "E" COMMENCE AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF KINGSFIELD ROAD (80 FEET RIGHT OF WAY) AND THE EAST LINE OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE SOUTH 89 DEGREES 15 MINUTES 47 SECONDS WEST ALONG THE NORTH RIGHT OF WAY OF KINGSFIELD ROAD FOR 14 FEET TO THE WEST RIGHT OF WAY LINE OF TATE ROAD (66 FEET RIGHT OF WAY); THENCE PROCEED ALONG THE WEST RIGHT OF WAY OF TATE ROAD (66 FEET RIGHT OF WAY); NORTH 02 DEGREES 17 MINUTES 53 SECONDS WEST FOR 190.94 FEET TO A POINT ON THE WEST RIGHT OF WAY OF TATE ROAD AND THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 52 MINUTES 47 SECONDS WEST FOR 69.00 FEET; THENCE SOUTH 89 DEGREES 33 MINUTES 05 SECONDS WEST FOR 439.41 FEET; THENCE SOUTH 00 DEGREES 29 MINUTES 35 SECONDS EAST FOR 259.87 FEET; THENCE NORTH 89 DEGREES 48 MINUTES 37 SECONDS EAST FOR 219.62 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 24 SECONDS WEST FOR 190.88 FEET; THENCE NORTH 89 DEGREES 15 MINUTES 47 SECONDS EAST FOR 218.69 FEET TO THE POINT OF BEGINNING.

Subject to easements, restrictions and reservations of record and taxes for the year 2016 and thereafter.

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, the grantor hereby covenants with said grantees that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2015.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness #1 Signature

Witness #1 Printed Name

Witness #2 Signature

Witness #2 Printed Name

William G. Williams

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 16th day of December, 2016 by William G. Williams, who is personally known to me or has produced a current driver license as identification.

Notary Public

Printed Notary Name
My Commission Expires:

SEAL

Joanne Gunn
Notary Public - State of Florida
Commission No. FF 179009
Commission Expires 1/25/19

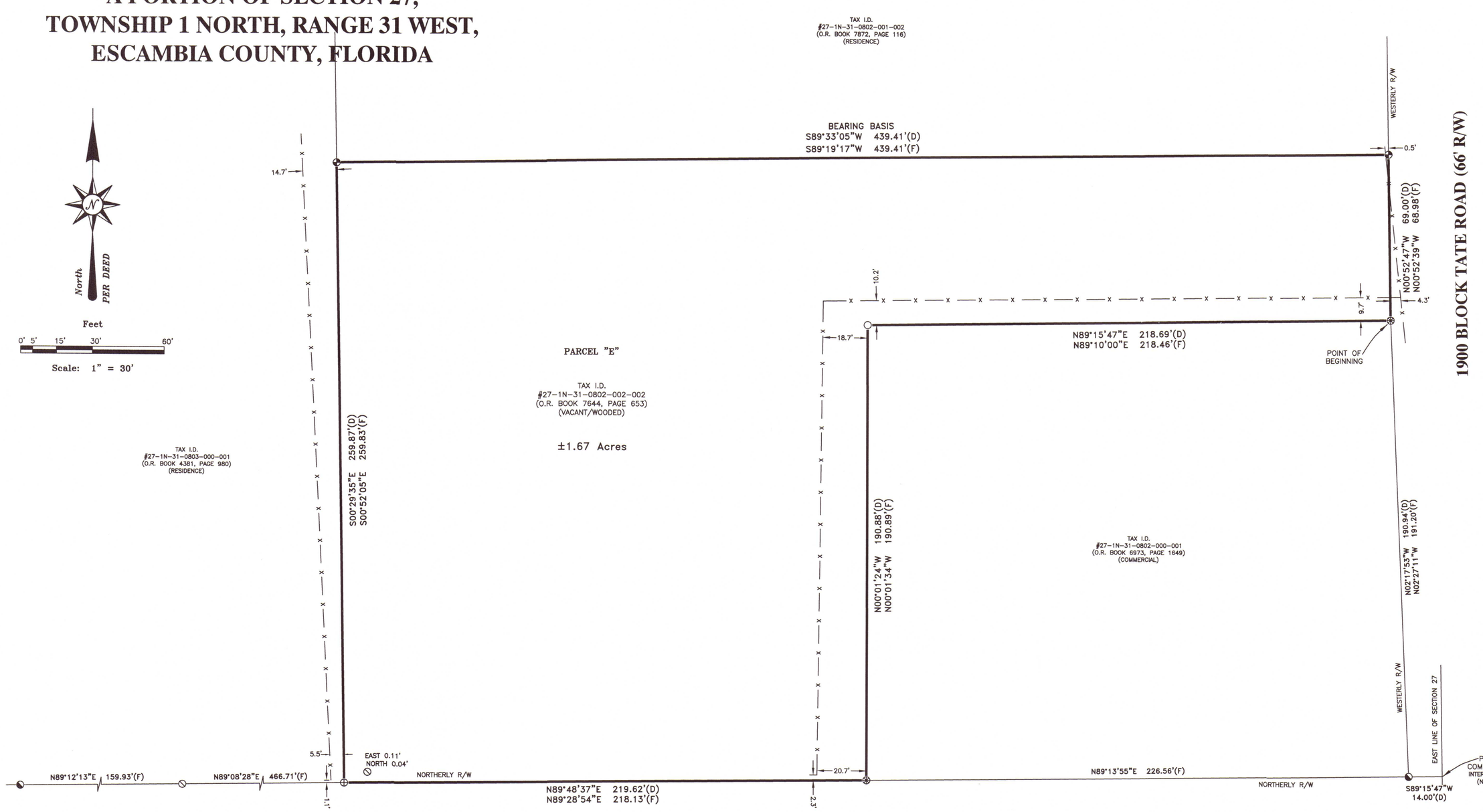
File No.: 1612077J

COMPATABLE ANALYSIS

MEETS LOCATION CRITERIA #2 PROXIMITY TO TRAFFIC GENERATOR - KINGSFIELD RD & TATE RD. TATE HIGH SCHOOL LETS OUT ON KINGSFIELD RD & TATE RD - TRAFFIC EXITS ON TATE & KINGSFIELD RD & TRAVELS THROUGH INTERSECTION OF TATE & KINGSFIELD RD.

BOUNDARY SURVEY
1900 BLOCK TATE ROAD
A PORTION OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA

EMPIRE LAND·SURVEYING INC



KINGSFIELD ROAD (R/W VARIES)

LEGAL DESCRIPTION: (O.R. BOOK 7644, PAGE 653)

PARCEL "E" COMMENCE AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF KINGSFIELD ROAD (80 FEET RIGHT OF WAY) AND THE EAST LINE OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE SOUTH 89 DEGREES 15 MINUTES 47 SECONDS WEST ALONG THE NORTH RIGHT OF WAY OF KINGSFIELD ROAD FOR 14 FEET TO THE WEST RIGHT OF WAY LINE OF TATE ROAD (66 FEET RIGHT OF WAY); THENCE PROCEED ALONG THE WEST RIGHT OF WAY OF TATE ROAD (66 FEET RIGHT OF WAY); NORTH 02 DEGREES 17 MINUTES 53 SECONDS WEST FOR 190.94 FEET TO A POINT ON THE WEST RIGHT OF WAY OF TATE ROAD AND THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 52 MINUTES 47 SECONDS WEST FOR 69.00 FEET; THENCE SOUTH 89 DEGREES 33 MINUTES 05 SECONDS WEST FOR 439.41 FEET; THENCE SOUTH 00 DEGREES 29 MINUTES 35 SECONDS EAST FOR 259.87 FEET; THENCE NORTH 89 DEGREES 48 MINUTES 37 SECONDS EAST FOR 219.62 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 24 SECONDS WEST FOR 190.88 FEET; THENCE NORTH 89 DEGREES 15 MINUTES 47 SECONDS EAST FOR 218.69 FEET TO THE POINT OF BEGINNING.

LEGEND

R/W	RIGHT OF WAY
O.R.	OFFICIAL RECORD BOOK
L.B.	LICENSED BUSINESS
—— x ——	WIRE FIELD FENCE
⊛	FOUND 1/2" CAPPED IRON ROD – L.B. #1292
⊘	FOUND 1" IRON PIPE
◐	FOUND 1" IRON ROD
○	FOUND 1/2" CAPPED IRON ROD ILLEGIBLE
◕	SET 1/2" CAPPED IRON ROD – ELSI L.B. #6993
⊕	FOUND 1/2" CAPPED IRON ROD – 4153

THE UNDERSIGNED CLIENT(S) ACKNOWLEDGE RECEIPT AND ACCEPTANCE OF THIS SURVEY:

Ronald C. Williams — RONALD C. WILLIAMS

Patricia M. Williams — PATRICIA M. WILLIAMS

THE PURPOSE OF THIS SURVEY IS FOR TITLE TRANSACTION AND ITS ACCOMPANYING MORTGAGE. THIS MAP IS CERTIFIED AS MEETING THE FLORIDA STANDARDS OF PRACTICE TO THE FOLLOWING AND IS FOR THE BENEFIT OF ONLY THE FOLLOWING LISTED CLIENT(S), AGENT(S) AND COMPANIES:

RONALD C. WILLIAMS
PATRICIA M. WILLIAMS
MELISSA C. WILLIAMS

CLIENT: WILLIAMS

SOURCE OF INFORMATION:
FIELD EVIDENCE — PRIOR SURVEYS/DRAWINGS
DEEDS OF RECORD
PLAT RECORDED IN:

BEARING BASIS: S89°33'05"W NORTH LINE OF PARCEL "E" (PER DEED)

TYPE OF SURVEY: BOUNDARY

GENERAL NOTES:
1. *Fence locations as drawn are not to scale.* 1A. *This drawing only reflects setback lines, which appear on the recorded plat.*
2. *Jurisdiction (Wetlands) boundary lines not located unless shown on drawing.* 2a. *This property may also be subject to setback lines mandated by zoning.*
3. *Footings, foundations, or any other subsurface structures were not located unless otherwise noted.*
4. *All bearings and/or angles and distances are Deed and Actual unless otherwise noted: Deed = (D); Description = (DE); Actual Field Measurement = (F); Plat = (P) 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.*
5. *All measurements were made in accordance with United States standards. The accuracy shown meet the standards required by this type of survey as required in the appropriate land area.*
6. *No Title Search of the Public Records has been performed by this firm and lands shown hereon were not abstracted for ownership, easements, or right-of-ways for this survey.*

EMPIRE LAND SURVEYING, INC.
PROFESSIONAL LAND SURVEYING ◆ SERVING NORTHWEST FLORIDA
8720 N. PALAFOX STREET, PENSACOLA, FLORIDA 32534
PHONE: 850-477-3745--FAX: 850-477-3705
LICENSED BUSINESS #6993, STATE OF FLORIDA

REVISIONS	FIELD BOOK	DATE

POSSIBLE ENCROACHMENTS: FENCES

NOT VALID WITHOUT THE ORIGINAL BLUE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SURVEYORS CERTIFICATE

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN FLORIDA ADMINISTRATION CODE CHAPTER 5J-17.050, 5J-17.051 AND 5J-17.052, PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

STATE OF FLORIDA — LELAND M. EMPIE — CERTIFICATE NO. 5766 — PROFESSIONAL SURVEYOR AND MAPPER

JULY 9, 2018 LELAND M. EMPIE, P.S.M.
PROFESSIONAL SURVEYOR AND MAPPER, NO. 5766, STATE OF FLORIDA — DATE

SCALE: 1" = 30'
FIELD DATE: 6/28/18
ORDER NO: 242-18
FIELD BOOK: 192/77

C:\Amanda's Drawings\242-18-1.dwg, 7/9/2018 9:59:25 AM

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

INTEROFFICE MEMORANDUM

TO: **Andrew Holmer, Manager**
Development Services Department

FROM: **Terri V. Malone, AICP, Transportation Planner**
Transportation & Traffic Operations Division

THRU: **David Forte, Manager**
Transportation & Traffic Operations Division

DATE: **August 27, 2018**

RE: **Transportation & Traffic Operations (TTO) Comments – Z-2018-09**

TTO Staff has reviewed the Rezoning Case (Z)-2018-09, 1900 Tate Road, agenda item for the Planning Board meeting scheduled for September 4, 2018. Please see the below comments.

Tate Road is a two-lane road without shoulders or sidewalks. The pavement width is approximately 22 feet. Right of Way on Tate Road varies from 60 to 65 feet. JM Tate Senior High School is located about 0.25 miles from the subject property. There are six back-out residential driveways on Tate Road between the subject property and the school.

Currently, there are no ongoing or programmed projects for Tate Road on the County's Capital Improvements Program or FDOT's Work Program.

Tate Road is classified as a local street and assumed to be functioning within its allowable capacity for traffic volumes. As of 2017, Tate Road south of Kingsfield Road had 1,800 daily vehicles.

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 Jones, P.E., Public Works Department Director
Colby Brown, P.E., Public Works Department Deputy Director
Allyson Cain, Development Services Department

Z-2018-13

ESCAMBIA COUNTY PLANNING BOARD
QUASI-JUDICIAL HEARING

Case #: Z-2018-13
Applicant: Robert O. Beasley, Agent for Crosby Holdings, LLC, Owner

Address: 2335 Klinger Street
Property size: 0.46 (+/-) acres

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

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

A quasi-judicial hearing was held in the above-styled cause before the Escambia County Planning Board on the 1st day of October 2018, commencing at approximately 9:10 a.m., at the Escambia County Central Office Complex, 3363 West Park Place, Room 104, Governmental Center, Pensacola, Florida, reported by David A. Deik, CP, CPE, Professional Reporter.

PLANNING BOARD

BOARD MEMBERS PRESENT:
TIM PYLE, Acting Chair — District 2
JAY INGWELL — District 1
REID RUSHING — At Large
ALAN GRAY — At Large
WILLIAM CLAY — District 3
ERIC FEARS — District 4
PATTY HIGHTOWER — School Board
STEPHEN OPALENIK — Navy

PLANNING BOARD STAFF PRESENT:
MEREDITH CRAWFORD, ESQUIRE
Assistant County Attorney

HORACE JONES, DIRECTOR
KAYLA MEADOR
ALLYSON CAIN
JON FISHER

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P R O C E E D I N G S

THE ACTING CHAIRMAN: Moving on next to Z-2018-13, Mr. Robert O. Beasley, agent for Crosby Holdings.

Mr. Beasley will come forward.

And Mr. Court Reporter, if you will swear him in.

THE COURT REPORTER: He doesn't need to be sworn. He's an attorney.

MR. BEASLEY: You can still swear at me, if you want.

(Laughter).

THE ACTING CHAIRMAN: That will come later.

MR. BEASLEY: I do solemnly swear, Mr. Speaker.

THE ACTING CHAIRMAN: If you will state your name and address for the record, please.

MR. BEASLEY: My name is Robert Beasley. 226 East Government Street.

And I'm here on behalf of the applicant with respect to Crosby Holdings, LLC, and the property on 2335 Klinger Street.

THE ACTING CHAIRMAN: And you understand

that you have the burden of presenting competent and substantial evidence establishing that the rezoning district will contribute and result in orderly development.

And you may proceed, if you wish.

MR. BEASLEY: Thank you.

I'm going to run through briefly -- The staff does recommend approval and finds that the criteria have all been met and are consistent.

I'm going to give you an overview real quick. We're asking for a change from MDR to HDMU. The primary issue is to allow the use of the property as a professional office space.

The property has been used for a professional office space already and for some time. Actually, for some unknown period of years, and may be a prior existing nonconforming use.

This is right behind West Florida Hospital, and it's the block behind it. And so what you've seen in that area is surrounding the rear of West Florida Hospital, you have the expansion of the West Florida Hospital parking area. And then you have a couple professional office spaces developing with medical-related

uses. We anticipate that would be the proper use for this property.

It was previously used by one of the Roy Jones entities for his office space. And he may have even placed a recording studio or something there. I can't find use of space prior to that, but it has been professional space for some time, despite its zoning.

We did the notice and publication, of course, two times because of the rehearing or one of the reschedulings. And it had no objections from the neighbors. The neighbors are -- It's a -- it's a quite mixed community still.

This is right on the edge of a residential area. Probably is a good, natural break for that residential, professional space break, given the development.

And when we -- As you run through the criteria, the only criteria that's not just completely consistent or that bears discussion, I think, is the spot zoning issue.

When you have spot zoning, it bears a minute of scrutiny to determine why and whether it's -- if it's spot zoning, whether it's

appropriate. And that deals with the transitional nature and character of the neighborhoods.

So, again, you have two districts transitioning here. They'll show you on the map. And it's a good break point for this transition.

It appears that what's left on this side of the south side -- let me think about it -- southwest side, is going to develop as professional space.

Of course, you have the big parking area, so it will limit the development. And then you'll have -- From that intersection forward, you'll have continued residential. There's your map there.

So as you can see, you have the HDMU that we're requesting, have it immediately across Binkley Street. And then you have the MDR. As you come down Klinger, which is the road that is a -- It's a two-block road that runs behind West Florida Hospital.

It dumps out onto Davis. And then everything that's in red there being commercial is all medical accessory-type buildings. I

think there's a realty company on the Davis side, on the Davis corner.

So we think that this is -- while it is spot zoning, it is appropriate. It is not out of place. It's not in the middle of a residential district, and it's an appropriate and natural development pattern for this area of the community.

Other than that, if there's any questions, I'd be glad to answer them. And we stand on our application and the staff's recommendation.

THE ACTING CHAIRMAN: Board members, before we go any further, I'm going to ask everybody, if you would, starting to my left, if you would tell us if you had any ex parte communications and if you visited the site.

MR. OPALENIK: No to all.

MS. HIGHTOWER: No to all.

MR. GRAY: No to all, Mr. Chair.

THE ACTING CHAIRMAN: No to all, but I've been on the site.

MR. FEARS: No to all.

MR. INGWELL: No to all.

THE ACTING CHAIRMAN: Very good. Do y'all have any --

MR. CLAY: No to all, but I'm very familiar with that area, due to the valuation of city routes for years, so I'm very familiar with that area.

MR. RUSHING: No to all.

THE ACTING CHAIRMAN: Very good.

Any questions for the applicant before we go to the staff's presentation?

(No response.)

THE ACTING CHAIRMAN: Thank you.

Staff, go ahead.

MS. CAIN: This is the rezoning Z-2018-13, 2335 Klinger Street, from MDR, medium density residential, to high density mixed-use.

And this is Mr. Lemos' case, and I'm filling in for him, so if you have any questions, I'll try to figure it out.

MR. BEASLEY: Know the feeling.

MS. CAIN: So the first one is Criterion A, consistent with the Comprehensive Plan.

The proposed amendment to HDMU is consistent. Oh. I guess I do need to do the -- Sorry. I can do the pictures and photographs first. So I'm a little backwards. Sorry. Okay. So -- All right.

So here's the first location criteria map on Klinger.

And here's the zoning map showing the current MDR zoning with surrounding of the MDR, HDMU and commercial.

Future land use, showing all of the parcel. And surrounding is mixed-use urban.

Existing future land use, showing all the surrounding properties. Existing land use. Sorry.

And here's the aerial photography showing the parcel on the corner of Binkley and Klinger.

Here's the public hearing sign that was posted on Klinger.

The public hearing on Binkley.

This is looking east on Klinger Street.

This is looking west from the property along Klinger Street.

Looking north from the property across Klinger.

Looking south from the subject parcel along Binkley.

This is looking at the property on Binkley.

This is another, looking south onto the

subject property from Klinger.

And that's the maps and photography. And now back to the findings.

Consistent with the Comprehensive Plan, it is consistent with future land use, mixed-use urban, intended for use of residential and nonresidential uses.

A list of range -- a listed range of allowable uses includes residential, retail and services, professional office, light industrial, recreation facilities, public, civic and limited agricultural.

Criterion B, consistent with the Land Development Code. The proposed amendment is consistent with the intent and purpose of the Land Development Code.

The proposed high density mixed-use zoning may be established only within the mixed-use suburban, urban and commercial future land use categories.

The district is suitable for areas where the intermixing of uses has been the custom, where future uses are uncertain, and some redevelopment is probable.

The district is appropriate to provide

transitions between areas zoned or used for medium or high density residential and areas zoned or used for commercial.

Criteria C, compatible with surrounding uses. The proposed amendment is compatible with the surrounding and existing uses in the area.

In the 500 radius area, there were zoning categories of commercial, HDMU, and MDR.

36 single-family residents, one vacant commercial, one multi-family residential, one professional building, one fire station, one hospital parking lot, 7 vacant residential parking.

MR. GRAY: Mr. Chairman, may I have just a second on that?

I've noticed the aerials that are being used in our presentation are either more advanced or not cut off with what's actually available prior to the sector -- So Google Earth is showing a brand-new building to the south of this.

Do we know what the building is adjacent to the south of this subject parcel? It's under construction. And the Google image, I'd really love it to show it to you here, but it's on my

phone.

(Unintelligible.)

MR. GRAY: So it's under that -- That's the subject parcel? I mean . . .

MS. CAIN: I currently don't know what this is.

MR. GRAY: So when we're talking about the existing conditions, there used to be a small, brown home that was in the neighboring parcel to the south, adjacent -- the most adjacent parcel to that same street.

And now it's -- The whole entire parcel is -- is dirt, and there's an erection of a building similar in size in the current state. And perhaps even the applicant's representatives may know what the condition is at that -- that pull-up parcel.

But if that one does change, the -- what's the -- what's the -- what's the current adjacent? So it would be the Berg and Binkley corner. There you can see it now. So that's the lot under development just to the south. Zoom in.

I wonder if that's . . . Because that used to be a very small home at the Binkley Street

edge.
MR. FISHER: That is actually a home. I just brought it up on Google Earth. It's just more up-to-date. It's actually a home just built.
MR. GRAY: Okay. It's a family dwelling unit.
Okay. Thank you. Thank you for catching that.
Thank you, Mr. Chair.
MS. CAIN: Okay. Criteria D, appropriate if spot zoning.
Based on staff's research of aerial photographs, the commercial building has existed on site since at least 1999.
Review of the Escambia County public records shows the structure on site was built in 1975, and the current taxing label for the property is office.
If the approved -- If approved, the zoning would be transitional in character between the joining districts, and the differences would be -- districts would be minor.
The existing parcel size and location would limit the potential uses under the

proposed zoning.
Criteria E, appropriate with change or changing conditions. The land uses and the development conditions within the area surrounding the property of -- of the rezoning have changed.
Although the parcel is part of a platted division, Klinger, with a -- Klinger with the approval date of 1939, multiple internal lots of the subdivision along Davis Highway, Berg Road and Beal Road currently house commercial uses and intensities.
The current request does not support the transitional character uses and intensities of the surrounding area.
THE ACTING CHAIRMAN: Does.
MS. CAIN: Oh, does support.
And that concludes staff's findings.
THE ACTING CHAIRMAN: You know, in all these other -- the items that we recently -- seems recent -- spot zoning, I have to tell -- I think if Mr. Lemos wrote that, that probably was the best one I've read yet, quite honestly.
I know that sounds so weird, but it made perfect sense with the transitional because

that's the definition of why we have that criteria in there. And I think it was well written, personally.
But, again, I don't believe I have anybody signed up for public comment.
If anybody wants to . . . I believe that the applicant is Mr. Beasley.
So if nothing else, staff, do you have any -- or board, do you have any questions for the applicant or any questions of staff?
(No response.)
THE ACTING CHAIRMAN: Hearing none, I'll entertain a motion.
MR. GRAY: Mr. Chair, I think I'd like to make a motion for Case Number Z-2018-13, given that it is -- is adjacent to cross that facility, that road facility, to another of that similar, you know, HDMU; and then if you were to hopscotch the corner to the northwest, you'd find commercial zoning, that it is . . . it wouldn't really stand, in my mind, to be a spot zoning since it's adjacent across that street.
So I would . . . I'd like to make a motion that we approve, and let the applicant take that property to wherever they intend to with it.

THE ACTING CHAIRMAN: I have a motion to approve.
Any second?
MR. FEARS: Second.
THE ACTING CHAIRMAN: All those in favor signify by saying "aye."
(Chorus of "ayes.")
THE ACTING CHAIRMAN: Any opposed?
(No response.)
THE ACTING CHAIRMAN: Motion passes.
(Hearing concluded at 9:25 p.m.)

CERTIFICATE OF REPORTER

STATE OF FLORIDA)
)
COUNTY OF ESCAMBIA)

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

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

_____
DAVID A. DEIK, CP, CPE
Professional Court Reporter

Planning Board-Rezoning **7. C.**

Meeting Date:	10/01/2018
CASE :	Z-2018-13
APPLICANT:	Robert O. Beasley, Agent for Crosby Holdings, LLC., Owner
ADDRESS:	2335 Klinger Street
PROPERTY REF. NO.:	18-1S-30-1201-005-005
FUTURE LAND USE:	MU-U, Mixed-Use Urban
DISTRICT:	4
OVERLAY DISTRICT:	Atwood
BCC MEETING DATE:	10/04/2018

SUBMISSION DATA:
REQUESTED REZONING:

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

TO: HDMU, High Density Mixed-use 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.

FLU 1.3.1 Future Land Use Categories. General descriptions, range of allowable uses, and residential densities and non-residential intensities for all future land use categories in Escambia County are outlined below.
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 HDMU **is consistent** with the intent and purpose of Future Land Use category MU-U as stated in CPP FLU 1.3.1. The MU-U FLU 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. The listed Range of Allowable Uses includes residential, retail and services, professional office, light industrial, recreational facilities, public, civic and limited agriculture. The amendment is also consistent with the intent of FLU 1.5.1, by making use of the existing public roads and the availability of utilities and service infrastructure.

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. 3-2.9 High Density Mixed-use district (HDMU).
(a) Purpose. The High Density Mixed-use (HDMU) district establishes appropriate areas and land use regulations for a complimentary mix of high density residential uses and compatible non-residential uses within urban areas. The primary intent of the district is to provide for a mix of neighborhood retail sales, services and professional offices with greater dwelling unit density and diversity than the Low Density Mixed-use district. Additionally, the HDMU district is intended to rely on urban street connectivity and encourage vertical mixes of commercial and residential uses within the same building to accommodate a physical pattern of

development characteristic of village main streets and older neighborhood commercial areas. Residential uses within the district include all forms of single-family, two-family and multi-family dwellings.

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

(1) Residential. The following residential uses are allowed throughout the district, but if within a Commercial (C) future land use category they are permitted only if part of a predominantly commercial development.

a. Group living, excluding dormitories, fraternity and sorority houses, and residential facilities providing substance abuse treatment, post-incarceration reentry, or similar services.

b. Manufactured (mobile) homes, including manufactured home subdivisions, but excluding new or expanded manufactured home parks.

c. Single-family dwellings (other than manufactured homes), detached or attached, including townhouses and zero lot line subdivisions.

d. Two-family and multi-family dwellings.

See also conditional uses in this district.

(2) Retail sales. Small-scale (gross floor area 6000 sq.ft. or less per lot) retail sales, including Low-THC marijuana dispensing facilities, sales of beer and wine, but excluding sales of liquor, automotive fuels, or motor vehicles, and excluding permanent outdoor storage, display, or sales. See also conditional uses in this district.

(3) Retail services. The following small-scale (gross floor area 6000 sq.ft. or less per lot) retail services, excluding outdoor work or permanent outdoor storage:

a. Bed and breakfast inns.

b. Boarding and rooming houses.

c. Child care facilities.

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.

g. Restaurants, and brewpubs, including on-premises consumption of alcoholic beverages, but excluding drive-in or drive-through service and brewpubs with distribution of alcoholic beverages for off-site sales.

See also conditional uses in this district.

(4) Public and civic.

a. Preschools and kindergartens.

b. Emergency service facilities, including law enforcement, fire fighting, and medical assistance.

c. Foster care facilities.

d. Places of worship.

e. Public utility structures, excluding telecommunications towers.

See also conditional uses in this district.

(5) Recreation and entertainment.

a. Marinas, private only.

b. Parks without permanent restrooms or outdoor event lighting.

See also conditional uses in this district.

(6) Industrial and related. No industrial or related uses.

(7) Agricultural and related. Agricultural production limited to food primarily for personal consumption by the producer, but no farm animals.

(8) Other uses. [Reserved]

(c) Conditional uses. Through the conditional use process prescribed in Chapter 2, the BOA may conditionally allow the following uses within the HDMU district:

(1) Residential.

a. Dormitories.

b. Fraternity and sorority houses.

c. Manufactured (mobile) home parks.

(2) Retail sales. Medium-scale (gross floor area greater than 6000 sq.ft. per lot, but no greater than 35,000 sq.ft.) retail sales, including sales of beer and wine and automotive fuels, but excluding sales of motor vehicles and liquor, and excluding permanent outdoor storage, display, or sales.

(3) Retail services.

a. Medium-scale (gross floor area greater than 6000 sq. ft. per lot, but no greater than 35,000 sq. ft.) retail services, excluding motor vehicle service and repair.

b. Restaurants and brewpubs with drive-in or drive-through service and brewpubs with the distribution of on-premises produced alcoholic beverages for off-site sales.

c. Small-scale (gross floor area 6000 sq.ft. or less per lot) major motor vehicle service and repair, excluding painting or body work and outdoor work.

(4) Public and civic.

a. Broadcast stations with satellite dishes and antennas, excluding towers.

b. Cemeteries, including family cemeteries.

c. Clubs, civic and fraternal.

d. Community service facilities, including auditoriums, libraries, museums, and neighborhood centers.

e. Cinerators.

f. Educational facilities not among the permitted uses of the district.

g. Funeral establishments.

h. Hospitals.

i. Offices for government agencies or public utilities.

j. Public utility structures exceeding the district structure height limit and telecommunications towers of any height, excluding any industrial uses.

k. Warehousing or maintenance facilities for government agencies or public utilities.

(5) Recreation and entertainment.

a. Amusement arcade centers and bingo facilities.

b. Golf courses, tennis centers, swimming pools and similar active outdoor recreational facilities, including associated country clubs.

c. Parks with permanent restrooms or outdoor event lighting.

(6) Industrial and related. Microbreweries, microdistilleries, and microwineries

(**7) Agricultural and related.**

a. Horses or other domesticated equines kept on site, and stables for such animals, only as a private residential accessory with a minimum lot area of two acres and a maximum of one animal per acre.

b. Veterinary clinics.

(8) Other uses.

a. Self-storage facilities with a maximum lot area of one acre and outdoor storage limited to operable motor vehicles and boats. No vehicle rental.

b. Structures of permitted uses exceeding the district structure height limit, excluding telecommunications towers.

FINDINGS

The proposed amendment **is consistent** with the intent and purpose of the Land Development Code. The proposed High Density Mixed-use zoning may be established only within the Mixed-Use Suburban (MU-S), Mixed-Use Urban (MU-U), or Commercial (C) future land use categories. The district is suitable for areas where the intermixing of uses has been the custom, where future uses are uncertain, and some redevelopment is probable. The district is appropriate to provide transitions between areas zoned or used for medium or high density residential and areas zoned or used for 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 applicant has provided a compatibility analysis for the record. The proposed amendment **is compatible** with surrounding existing uses in the area. Within the 500 radius area, staff observed properties with zoning districts Commercial, HDMU and MDR. Thirty-six single family residences, one vacant commercial, one multi-family residential, one professional building, one fire station, one hospital parking lot, seven vacant residential properties.

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

Based on staff's research of aerial photographs, the commercial building has existed on the site since at least 1999. Review of Escambia County public records shows the structure on-site was built in 1975 and the current taxing label for the property is office. If approved the zoning would be transitional in character between the adjoining districts, and the differences with those districts would be minor. The existing parcel size and location would limit the potential allowed uses under the proposed zoning district.

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

Appropriate with changed or changing conditions

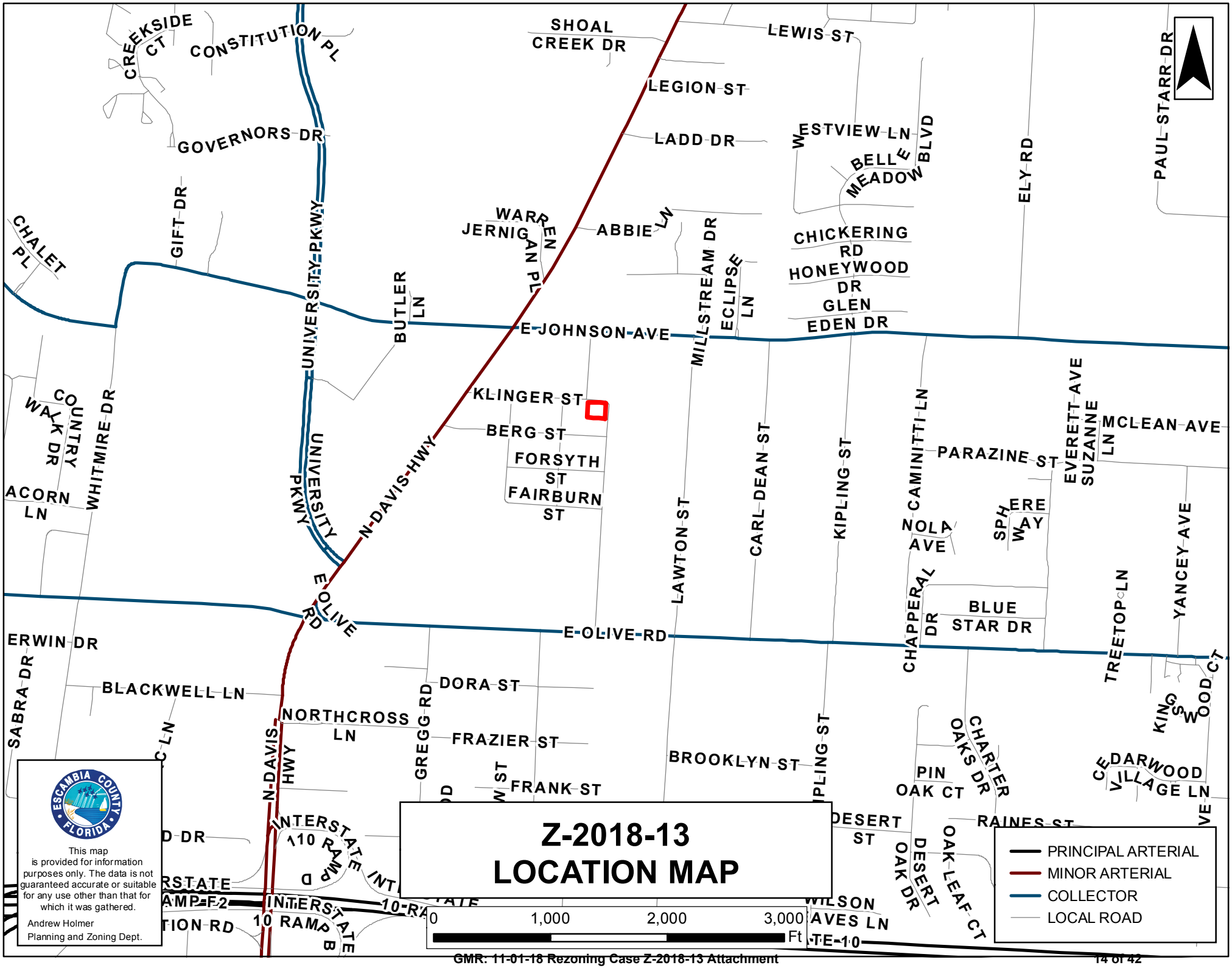
If the land uses or development conditions within the area surrounding the property of rezoning have changed, the changes are to such a degree and character that it is in the public interest to allow new uses, density, or intensity in the area through rezoning; and the permitted uses of the proposed 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.** Although the parcel is part of a platted subdivision, Klinger with an approval date of 1939, multiple external lots of the subdivision along Davis Hwy, Berg Road and Beal Road currently house commercial uses and intensities. The current request does support the transitional character, uses and intensities of the surrounding areas.

Attachments

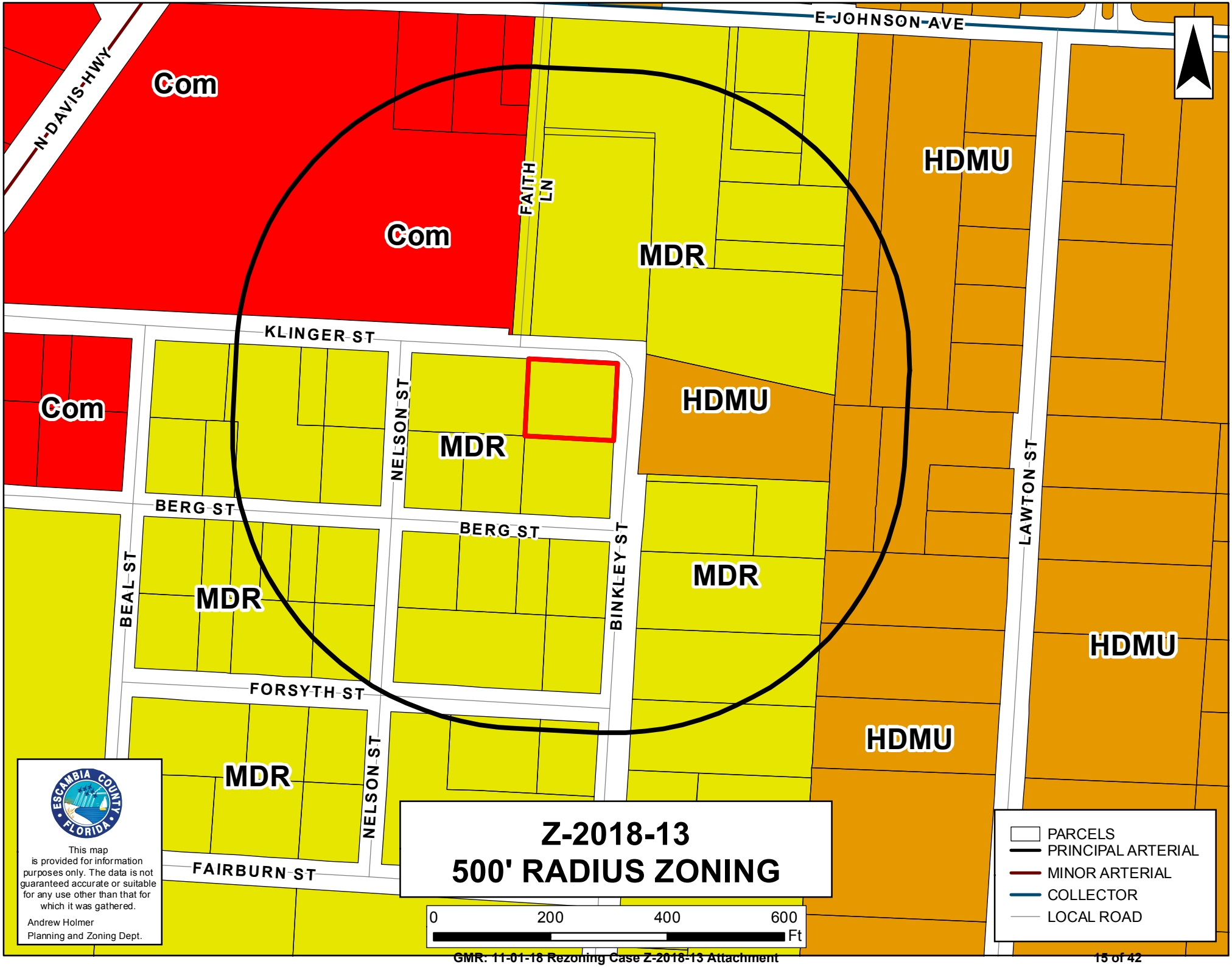
Working Case File

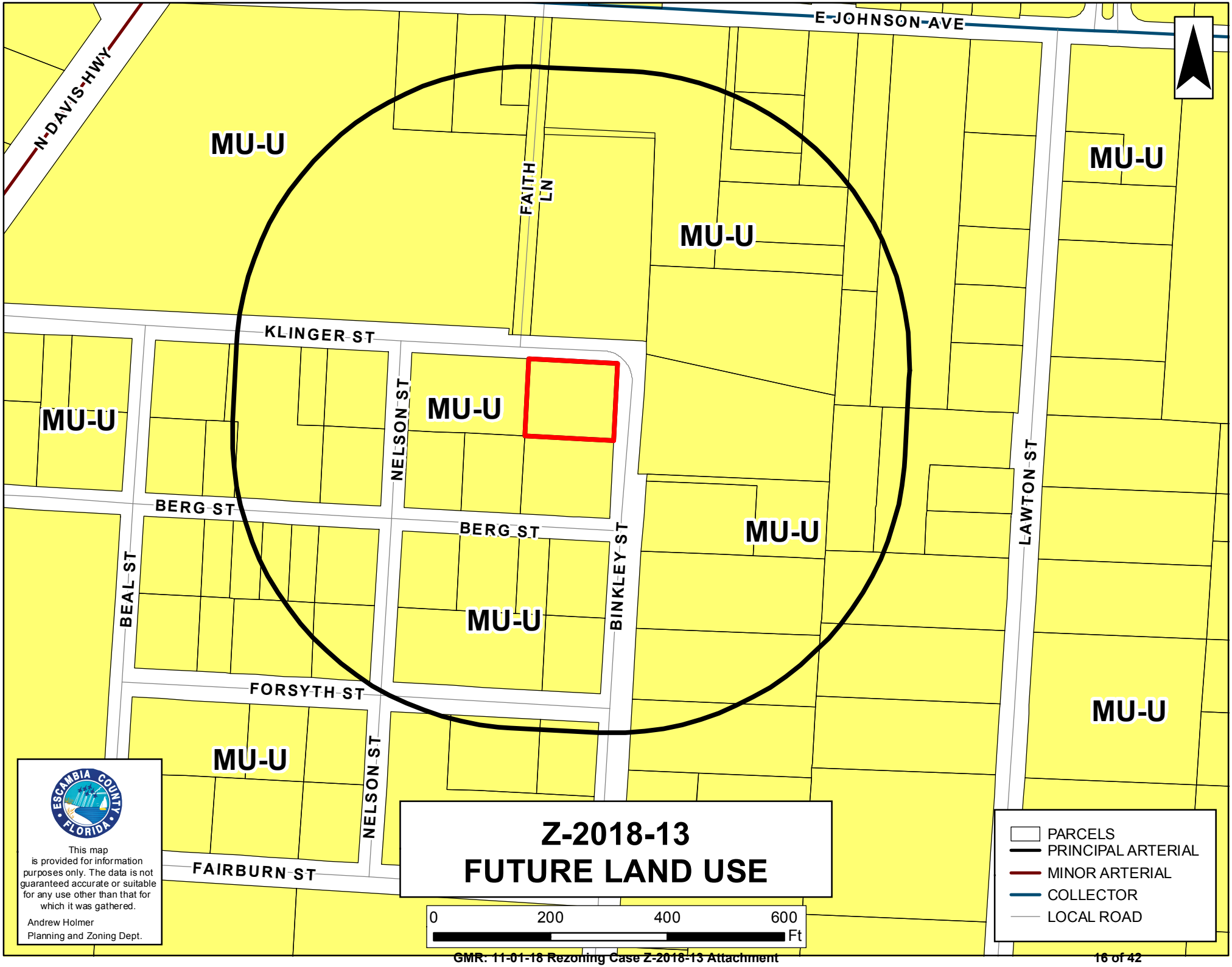


Z-2018-13
LOCATION MAP

This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.


E JOHNSON AVE
N DAVIS HWY
FAITH LN
KLINGER ST
NELSON ST
BERG ST
BERG ST
BEAL ST
BINKLEY ST
LAWTON ST
FORSYTH ST
NELSON ST
FAIRBURN ST
Com
Com
Com
MDR
MDR
MDR
MDR
MDR
HDMU
HDMU
HDMU
HDMU
Z-2018-13
500' RADIUS ZONING
0
200
400
600
Ft
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.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BINKLEY ST
LAWTON ST
FORSYTH ST
NELSON ST
FAIRBURN ST
MU-U
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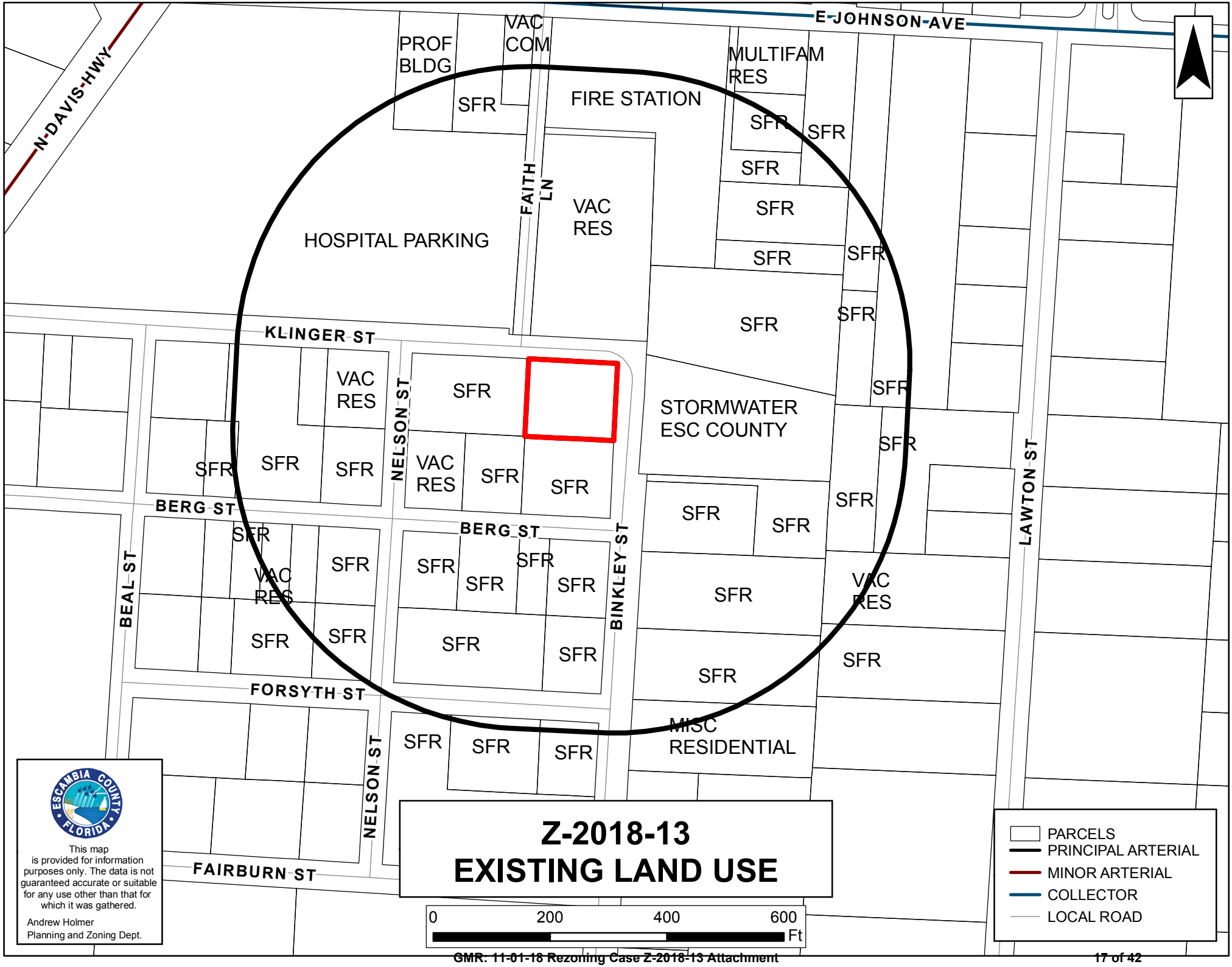
MU-U
MU-U
MU-U
MU-U
MU-U
MU-U
Z-2018-13
FUTURE LAND USE
0
200
400
600
Ft
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.


E JOHNSON AVE
N DAVIS HWY
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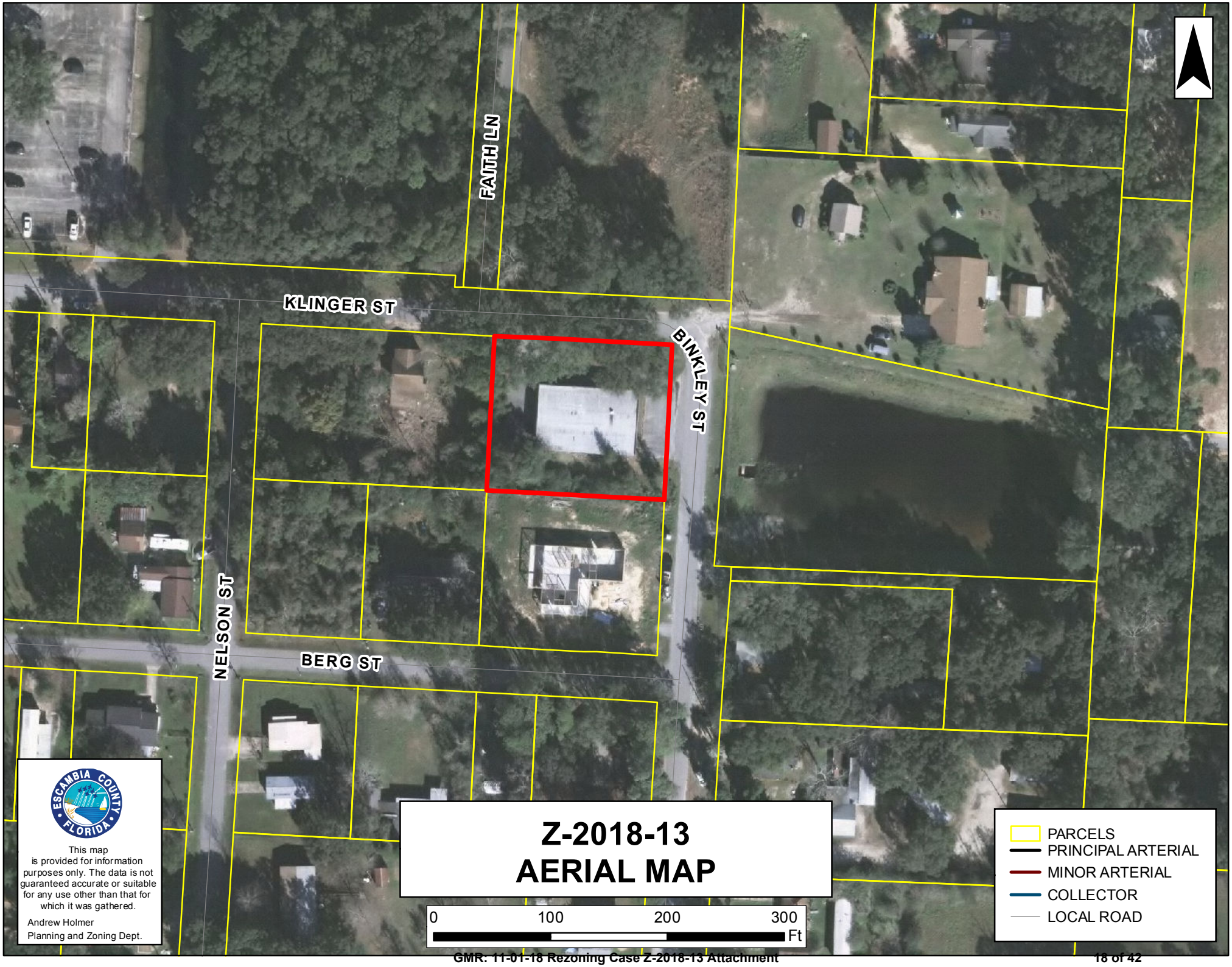
FIRE STATION
MULTIFAM RES
SFR
SFR
SFR


FAITH LN
KLINGER ST
BINKLEY ST
NELSON ST
BERG ST
Z-2018-13
AERIAL MAP
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PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.

Public Hearing Sign on Klinger

Public Hearing Sign on Binkley

Looking East on Klinger

Looking West from property along Klinger

Looking North from property across Klinger

Looking South from property along Binkley

Looking West across Binkley onto property

Looking South onto property from Klinger

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-2018-13 Accepted by: A Cain PB Meeting: 9/4/18

1. **Contact Information:**

   A. **Property Owner/Applicant:** Crosby Holdings, LLC

   Mailing Address: 5500 Hwy 99, Molino, FL 32577

   Business Phone: _____ Cell: 850-554-2479

   Email: mcrosbyllc@gmail.com

   B. **Authorized Agent (if applicable):** Robert O. Beasley

   Mailing Address: 226 E. Government St., Pensacola, FL 32502

   Business Phone: 850-432-9818 Cell: _____

   Email: rob@lawpensacola.com + dclark@lawpensacola.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: 2335 Klinger St., Pensacola, FL 32514

   Parcel ID (s): 18-1S-30-1201-005-005

   B. Total acreage of the subject property: 0.46

   C. Existing Zoning: MDR

   Proposed Zoning: HDMU; explain why necessary and/or appropriate

   For use as a professional office. A professional office currently exists on the property which was built by a previous owner.

   FLU Category: _____

D. Is the subject property developed (if yes, explain): Yes, a professional office building is built on the property.

E. Sanitary Sewer: X 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.

The parcel will be used as a professional office building and will comply with Escambia County LDC 3-2.6(3)(c) There will be no alcohol sales on the subject property.

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

The proposed zoning is consistent and compatible with the purpose of non-residential uses. The proposed zoning allows for a mix of neighborhood-scale retail sales services and professional offices. This will allow for the existing office building to be used as a professional office.

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.

All of the permitted uses of the proposed zoning are compatible, as defined in Chapter 6. The uses can co-exist in relative proximity to each other. No use, activity or condition is unduly negatively impacted directly or indirectly by another use, activity or condition. There are current businesses on the road.

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*

Spot zoning is appropriate because it is transitional and the difference between the districts are minor, as explained in the attached compatibility explanation.

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.

The property around the property has changed such that it is in the public interest to allow new uses. West Florida Hospital purchased a large commercial parcel for parking for hospital employees. The area has developed because of the hospital. MDMU is not premature as businesses already exist, as explained in the Compatibility attachment.

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): 18-1S-30-1201-005-005

Property Address: 2335 Kluger St 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 21st DAY OF May, YEAR OF 2018.

Signature of Property Owner	Printed Name of Property Owner	Date
	Matt Crosby	05/21/18
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 2335 Klinger St. Pensacola, Florida, property reference number(s) 181S301201005005 I hereby designate Robert O. Beasley 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 18th day of April the year of, 2018, 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: Robert O. Beasley Email: rob@lawpensacola.com
Address: 226 E. Government St. Pensacola, FL 32502 Phone: 432-4818

Signature of Property Owner	Printed Name of Property Owner	Date
	Matt Crosby	05/21/18

Signature of Property Owner	Printed Name of Property Owner	Date

STATE OF Florida COUNTY OF Escambia
The foregoing instrument was acknowledged before me this 21st day of May 20 18
by Matt Crosby.
Personally Known [X] OR Produced Identification [ ] Type of Identification Produced: _____

Signature of Notary	Printed Name of Notary
	DeWitt Clark

(Notary Seal)

DEWITT CLARK
MY COMMISSION EXPIRES
APRIL 28, 2022
#GG 171464
Bonded thru
Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

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
Signature of Owner	Matt Crosby	05/21/18
	Printed Name of Owner	Date

STATE OF Florida COUNTY OF Escambia The foregoing instrument was acknowledged before me this 21st day of May 20 18, by Matt Crosby

Personally Known ☒ OR Produced Identification ☐ Type of Identification Produced: _____

Signature of Notary	Printed Name of Notary	(notary seal)
	DeWitt Clark	

DEWITT CLARK MY COMMISSION EXPIRES APRIL 28, 2022 #GG 171464 Bonded thru Notary Public Underwriters NOTARY PUBLIC STATE OF FLORIDA

COMPATIBILITY

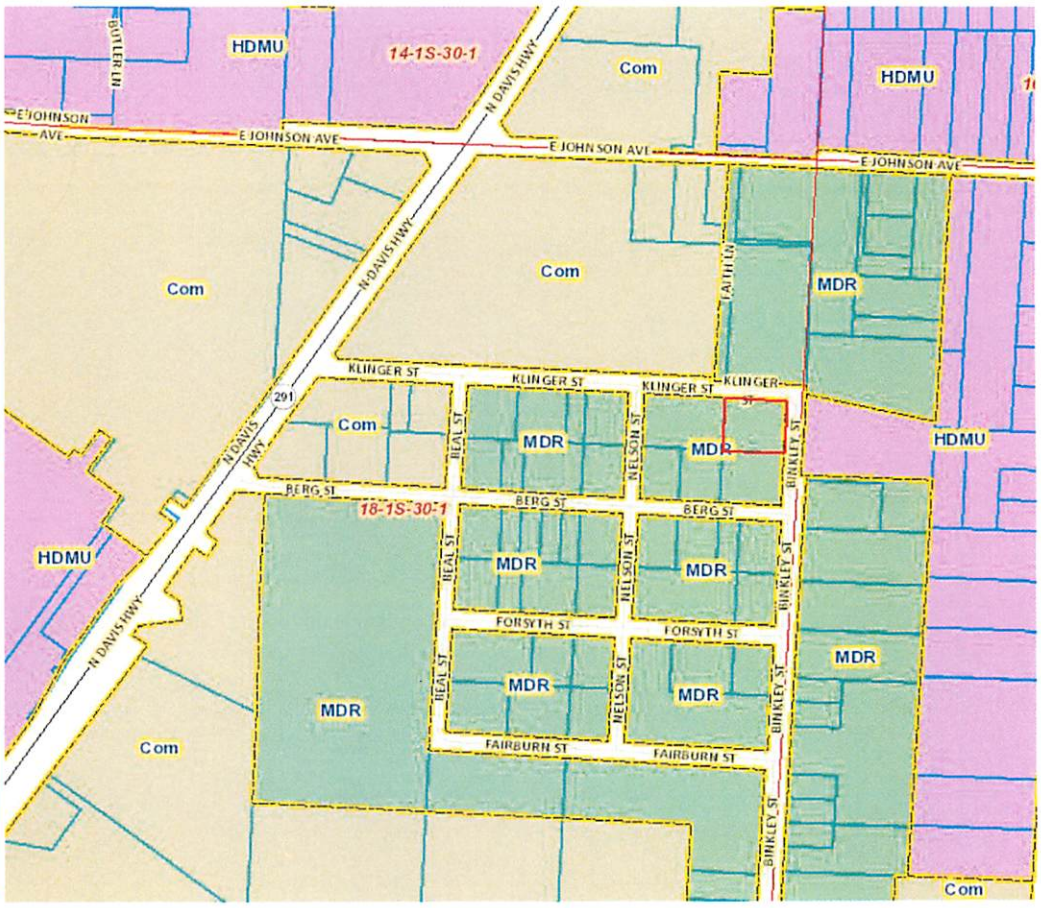
The subject parcel is currently zoned MDR but a professional office building exists on the parcel. Although on a local road, the parcel is within a quarter mile of West Florida Hospital, the major traffic generator. Within 500 ft. of the parcel there are day care centers, a fire station and churches, which are all compatible with HDMU. In addition, the parcel across the street owned by West Florida Hospital is zoned commercial. The parcel to the east of the subject parcel is zoned HDMU as is all the property on Lawton street, directly to the east of the subject parcel. Two blocks to the west of the subject parcel is zoned commercial and the street directly to the north, is zoned HDMU and commercial. This small area zoned MDR is surrounded by a mix of Commercial and HDMU. This is an area that would fit the FLU as it is a transitional area and is within a quarter mile of an arterial highway.

Chris Jones - Escambia County Property Appraiser

Account: 022525000
Refno: 181S301201005005
OName1: CROSBY HOLDINGS LLC
MailingAddr: 5500 HWY 99+MOLINO, FL 32577
Situs: 2335 KLINGER ST
LastSale: 5/18/2018
LastSalePr: 88000
DORCd: OFFICE, 1 STORY
acreage: 0.4600
BldCnt: 1
TotHeatArea: 3750
SecMapId: 18-1S-30-1
ComplexType: S
ComplexDscr: KLINGER PB 1 P 48
Zoned: MDR
MLSNbr: 537331
TaxAuth: COUNTY MSTU
PicCnt: 1
Schools: FERRY PASS|FERRY PASS|PINE FOREST

Street View

3/28/17



THIS INSTRUMENT PREPARED BY AND RETURN TO:

Surety Land Title of Florida, LLC
358 W. Nine Mile Road, Suite D
Pensacola, Florida 32534
Property Appraisers Parcel Identification (Folio) Numbers: 18-1S-30-1201-005-005

SPACE ABOVE THIS LINE FOR RECORDING DATA

THIS WARRANTY DEED, made the 18TH day of MAY, 2018 by **Julian E. Howell III of Auction Management Corporation, a Georgia Corporation as Reciever for the Roy Jones, Inc. as appointed under "Agreed Order Granting PNC Bank, National Association, Motion for Appointment" under Case 2012-CA-003265,** herein called the grantor, to **Crosby Holdings, LLC, a Florida Limited Liability Company,** whose post office address is **5500 Hwy 99, Molino, FL 32577,** hereinafter called the Grantee:
(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

W I T N E S S E T H: That the grantor, for and in consideration of the sum of TEN AND 00/100'S ($10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in ESCAMBIA County, State of Florida, viz.:

See Attached Exhibit "A" Legal Description

Subject to easements, restrictions and reservations of record and to taxes for the year 2018 and thereafter.

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.
TO HAVE AND TO HOLD, the same in fee simple forever.
AND, the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2017.

File No.: 1712-364

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness #1 Signature

Witness #2 Signature

Auction Management Corporation, a Georgia Corporation as Reciever for Roy Jones, Jr., Inc. as appointed under "Agreed Order GRanting PNC Bank, National Association, Motion for Appointment" under Case 2012-CA-003265

By: Julian E. Howell, III, Reciever

STATE OF Georgia
COUNTY OF Cobb

The foregoing instrument was acknowledged before me this 18th day of May, 2018 by Julian E. Howell, III, Reciever on behalf of Auction Management Corporation, a Georgia Corporation as Receiver for Roy Jones, Jr. Inc. as appointed under "Agreed Order Granting PNC Bank, National Association, Motion for Appointment" under Case 2012-CA-003265. He/She is personally known to me or has produced GA Driver's License as identification.

HARRISON WALDRIP NOTARY PUBLIC COBB COUNTY GEORGIA EXPIRES JULY 11, 2021

SEAL

Notary Signature

Harrison Waldrip
Printed Notary Signature

My Commission Expires: 7/11/20

File No.: 1712-364

Florida Department of State

DIVISION OF CORPORATIONS

Department of State / Division of Corporations / Search Records / Detail By Document Number /

Detail by Entity Name

Florida Limited Liability Company
CROSBY HOLDINGS LLC

Filing Information

Document Number	L15000200645
FEI/EIN Number	37-1798114
Date Filed	12/01/2015
Effective Date	12/01/2015
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	10/19/2016

Principal Address

5500 HIGHWAY 99
MOLINO, FL 32577

Mailing Address

5500 HIGHWAY 99
MOLINO, FL 32577

Registered Agent Name & Address

CROSBY, MATTHEW T
5500 HIGHWAY 99
MOLINO, FL 32577

Name Changed: 10/19/2016

Authorized Person(s) Detail

Name & Address

Title MGR

CROSBY, MATTHEW T
5500 HIGHWAY 99
MOLINO, FL 32577

Title MGR

CROSBY, KRISTI L
5500 HIGHWAY 99
MOLINO, FL 32577

Annual Reports

Report Year	Filed Date
2016	10/19/2016
2017	03/02/2017
2018	01/26/2018

Document Images

01/26/2018 -- ANNUAL REPORT	View image in PDF format
03/02/2017 -- ANNUAL REPORT	View image in PDF format
10/19/2016 -- REINSTATEMENT	View image in PDF format
12/01/2015 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

Exhibit "A"

Legal Description

Lots 5, 6, and 7, Block 5, Klinger Subdivision, according to the Plat thereof as recorded in Plat Book 1, Page 48, of the Public Records of Escambia County, Florida.

File No.: 1712-364

NORTHWEST FLORIDA LAND SURVEYING, INC.

7142 BELGIUM CIRCLE
Pensacola, FL 32526
(850) 432-1052

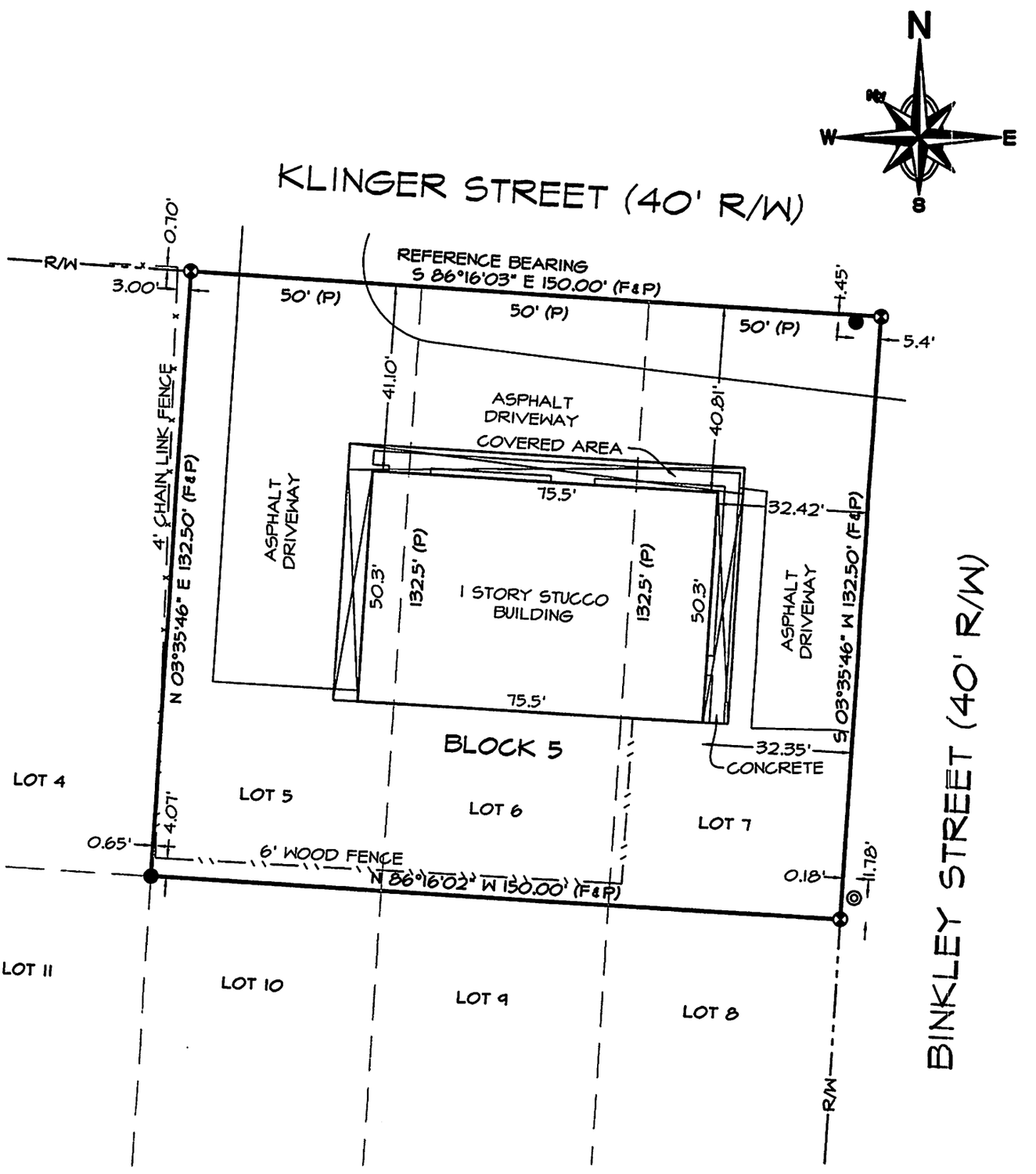
A PROFESSIONAL SERVICE ORGANIZATION

PREPARED FOR: CROSBY HOLDING, LLC
REQUESTED BY: MATT CROSBY/EXIT REALTY, N.F.I.

JOB NO.: 10-22222-18
DATE: MAY 8, 2018

PROPERTY ADDRESS: 2335 KLINGER STREET

SCALE: 1"=30'



BOUNDARY SURVEY WITH IMPROVEMENTS

SHEET 1 OF 2

MEASUREMENTS MADE TO UNITED STATES STANDARDS

P.C.: RM DRAFTED: JAS TYPED: JAS CHECKED: FRT

DESCRIPTION: LOTS 5, 6, AND 7, BLOCK 5, KLINGER SUBDIVISION

SEC. 18, TWP. 1S, RGE. 30W, ESCAMBIA COUNTY, STATE OF FLORIDA.
RECORDED PLAT BOOK 1, PAGE 48. *THE ENCROACHMENTS ARE AS SHOWN*
FIELD DATE: 5/7/18, FIELD BOOK: RM36, PG. 2

NORTHWEST FLORIDA LAND SURVEYING, INC.
FLORIDA CORPORATION NUMBER 7277

Fred R Thompson 5/9/18

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

REVISIONS:

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

NORTHWEST FLORIDA LAND SURVEYING, INC.

7142 BELGIUM CIRCLE
Pensacola, FL 32526
(850) 432-1052

A PROFESSIONAL SERVICE ORGANIZATION

PREPARED FOR: CROSBY HOLDING, LLC

REQUESTED BY: MATT CROSBY/EXIT REALTY, N.F.I.

JOB NO.: 10-22222-18

DATE: MAY 8, 2018

PROPERTY ADDRESS: 2335 KLINGER STREET

SCALE: 1"=30'

GENERAL NOTES:

1. THE BEARINGS AS SHOWN HEREON ARE REFERENCED TO THE ASSUMED BEARING OF SOUTH 86 DEGREES 16 MINUTES 03 SECONDS EAST ALONG THE NORTH LINE OF THE PROPERTY.
2. THE SURVEY DATUM AS SHOWN HEREON IS REFERENCED TO THE DESCRIPTION AS FURNISHED AND TO EXISTING FIELD MONUMENTATION.
3. NO TITLE SEARCH WAS PROVIDED TO NOR PERFORMED BY NORTHWEST FLORIDA LAND SURVEYING, INC., FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, STATE AND/OR FEDERAL JURISDICTIONAL AREAS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY.
4. THE PROPERTY AS SHOWN HEREON IS LOCATED IN FLOOD ZONE "X", BASE FLOOD ELEVATION N/A, AS DETERMINED FROM FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP OF ESCAMBIA COUNTY, FLORIDA (UNINCORPORATED AREAS), MAP NUMBER 12033C 0315 G, REVISED SEPTEMBER 29, 2006.
5. THIS SURVEY DOES NOT DETERMINE OWNERSHIP.
6. THIS SURVEY MEETS MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17.050 - 5J-17.173052 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, TO THE BEST OF MY KNOWLEDGE AND BELIEF.
7. THE MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS.
8. THE MEASUREMENTS OF THE BUILDINGS AND/OR FOUNDATIONS SHOWN HEREON DO NOT INCLUDE CONCRETE FOOTERS OR EAVE OVERHANGS.
9. FENCE LOCATIONS SHOWN HEREON MAY BE EXAGGERATED AND NOT TO SCALE FOR CLARITY PURPOSES
10. FEDERAL AND STATE COPYRIGHT ACTS PROTECT THIS MAP FROM UNAUTHORIZED USE. THIS MAP IS NOT TO BE COPIED OR REPRODUCED IN WHOLE OR PART AND IS NOT TO BE USED FOR THE BENEFIT OF ANY OTHER PERSON, COMPANY OR FIRM, WITHOUT PRIOR WRITTEN CONSENT OF THE COPYRIGHT OWNER, FRED R. THOMPSON, AND IS TO BE RETURNED TO OWNER UPON REQUEST.
11. THIS DOCUMENT MUST BE COMPARED TO THE ORIGINAL HARD COPY ISSUED ON THE SURVEY DATE WITH A RAISED SEAL TO INSURE THE ACCURACY OF THE INFORMATION AND TO FURTHER INSURE THAT NO CHANGES, ALTERATIONS OR MODIFICATIONS HAVE BEEN MADE. NO RELIANCE SHOULD BE MADE ON A DOCUMENT TRANSMITTED BY COMPUTER OR OTHER ELECTRONIC MEANS UNLESS FIRST COMPARED TO THE ORIGINAL SIGNED AND SEALED DOCUMENT.
12. THIS SURVEY MAY BE SUBJECT TO ADDITIONAL REQUIREMENTS BY COUNTY, STATE OR OTHER AGENCIES.
13. ENCROACHMENTS ARE AS SHOWN.

DENOTES:

⊗ ~ 1/2" CAPPED IRON ROD, NUMBERED 7277 (PLACED)
● ~ 1/2" IRON ROD, UNNUMBERED (FOUND)
◎ ~ 1" IRON PIPE, UNNUMBERED (FOUND)
(P) ~ PLATTED INFORMATION
(F) ~ FIELD INFORMATION
R/W ~ RIGHT OF WAY
SEC. ~ SECTION
TWP. ~ TOWNSHIP
RGE. ~ RANGE
PG. ~ PAGE

CERTIFICATIONS:

CROSBY HOLDINGS, LLC
FIRST AMERICAN TITLE INSURANCE COMPANY
SURETY LAND TITLE OF FLORIDA, LLC

BOUNDARY SURVEY WITH IMPROVEMENTS

SHEET 2 OF 2

MEASUREMENTS MADE TO UNITED STATES STANDARDS

P.C.: RM DRAFTED: JAS TYPED: JAS CHECKED: FRT

DESCRIPTION: LOTS 5, 6, AND 7, BLOCK 5, KLINGER SUBDIVISION

SEC. 18, TWP. 1S, RGE. 30W, ESCAMBIA COUNTY, STATE OF FLORIDA.

RECORDED PLAT BOOK 1, PAGE 48. *THE ENCROACHMENTS ARE AS SHOWN*

FIELD DATE: 5/7/18, FIELD BOOK: RM36, PG. 2

NORTHWEST FLORIDA LAND SURVEYING, INC.
FLORIDA CORPORATION NUMBER 7277

Fred R. Thompson 5/9/18

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

REVISIONS:

FRED R. THOMPSON
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL LAND SURVEYOR
FLORIDA
Professional 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, Division Manager**
Transportation & Traffic Operations Division

DATE: **August 14, 2018**

RE: **Transportation & Traffic Operations (TTO) Comments – Z-2018-13**

TTO Staff has reviewed the Rezoning Case (Z)-2018-13, 2334 Klinger Street, agenda item for the Planning Board meeting scheduled on September 4, 2018. Please see the below comments.

Klinger Street is two lane local road without shoulders, curb and gutter or sidewalks. The approximate pavement width is 18 feet with two nine-foot travel lanes. Right of Way is 66 feet with portions of the roadway showing only 66 feet of easement. There is a considerable amount of vehicular and school bus traffic that uses Klinger / Beal for access to the rear of the school on Davis Highway.

Currently, there are no on-going or programmed projects on Klinger Street showing in the County's Capital Improvement Program (CIP). Likewise, there are no ongoing or programmed projects on the adjacent segment of Davis Highway (SR 291) in either the County's CIP or the Florida Department of Transportation's five-year work program. There is programmed sidewalk construction on nearby Johnson Avenue.

Klinger Street is classified as a local street and assumed to be functioning within its allowable capacity for traffic volumes. Per the TPO's Congestion Management Process Plan, Davis Highway (SR 291) is classified as a minor arterial with an allowable vehicular capacity of 39,800 and a year 2017 daily volume of 30,500 vehicles.

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 Jones, P.E., Public Works Department Director
Colby Brown, P.E., Public Works Department Deputy Director
Juan Lemos, CFM, Development Services Department

3363 WEST PARK PLACE • PENSACOLA, FLORIDA 32505 • 850-595-3404 • 850-595-3405 (FAX)

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15085 **Growth Management Report 13. 2.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 11/01/2018
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 October 1, 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-2018-09 and Z-2018-13 were heard by the Planning Board on October 1, 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-2018-09**
Address:	1900 Tate Road
Property Reference No.:	27-1N-31-0802-002-002
Property Size:	1.66 (+/-) acres
From:	LDR, Low Density Residential district (four du/acre)
To:	LDMU, Low Density Mixed-use district (seven du/acre)
FLU Category:	MU-S, Mixed-Use Suburban

Case No.:	**Z-2018-13**
Address:	2335 Klinger Street
Property Reference No.:	18-1S-30-1201-005-005
Property Size:	0.46 (+/-) acres
From:	MDR, Medium Density Residential district (10 du/acre)
To:	HDMU, High Density Mixed-use district (25 du/acre)
FLU Category:	MU-U, Mixed-Use Urban

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-15079 **Growth Management Report 13. 3.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 11/01/2018
Issue: 5:46 p.m. - A Public Hearing Concerning the Review of Bridlewood Subdivision, a Planned Unit Development
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:
5:46 p.m. - A Public Hearing Concerning the Review of Bridlewood Subdivision, a Planned Unit Development

That the Board of County Commissioners review the development plan for Bridlewood Subdivision, a Planned Unit Development (PUD), and confirm consistency of the plan with Land Development Code (LDC) requirements.

BACKGROUND:
Rebol-Battle & Associates, Consulting Engineers, project agent and engineer, submitted a Master Plan and associated subdivision development plans for PUD approval. The proposed subdivision is located in Section 16, Township 1 South, Range 31 West and is currently mostly zoned LDR with a little portion of MDR. The site is located on the North side of Mobile Highway West of Klondike Road and East of Beulah Road. The project encompasses approximately 322.99± acres total which also includes 221.82 acres of wetlands. The subject parcels are 16-1S-31-2000-513-005, 16-1S-31-2000-510-005, 16-1S-31-2000-600-005 and will include 388 lots.

Sewer and Water are provided by ECUA. Storm water treatment and attenuation will be accomplished by a retention pond meeting Escambia County and NWFWMD requirements. Conveyance of storm water will be accomplished through a retention pond discharging into surrounding wetlands. No wetland impacts are expected with the proposed development. The proposed site plan indicates that the lot will be accessed from Mobile Highway only.

BUDGETARY IMPACT:

No budgetary impact is anticipated by the approval of this PUD.

LEGAL CONSIDERATIONS/SIGN-OFF:

The legal advertisement of the PUD 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 required.

POLICY/REQUIREMENT FOR BOARD ACTION:

Section 2-6.8 of the Land Development Code requires that the Planning Board review the PUD in a quasi-judicial public hearing and transmit its recommendation to the BCC for a final decision on the development plan.

IMPLEMENTATION/COORDINATION:

The PUD has been reviewed and commented upon by the Development Review Committee prior to consideration and recommendation by the Planning Board. Approval of the proposed development plan by the BCC would authorize the applicant to proceed under the conditions of a PUD preliminary plat Development Order, including the subsequent submission of an implementing subdivision infrastructure construction plan for county approval. Upon completion of construction and Final Plat approval, the Building Inspections Department would be authorized to issue permits allowing construction of homes on all residential lots within the subdivision.

Attachments

Master Plan Drawing
PUD Report from Applicant
Lighting
Illustrative Site Plan
Staff Analysis
10-1-18 Planning Board Speaker Request Forms
10-1-18 Planning Board Transcripts

A MASTER PLAN OF
BRIDLEWOOD PLANNED UNIT DEVELOPMENT
BEING A RESUBDIVISION OF PORTIONS OF PLAT BOOK 19, PAGE 21-21H
ESCAMBIA COUNTY, FLORIDA

August 8, 2018

SITE INFORMATION

PROPERTY REFERENCE NO'S:	16-1S-31-2000-513-005; 16-1S-31-2000-510-005; 16-1S-31-2000-600-005
PROPERTY ADDRESS:	STEEPLECHASE BOULEVARD
TOTAL SITE AREA:	322.99 ACRES
ZONING DISTRICT:	LDR & MDR
FUTURE LAND USE:	MU-S
PROPOSED MINIMUM LOT WIDTH:	50'

UTILITY SERVICE PROVIDERS:

BELL SOUTH
605 GARDEN STREET
PENSACOLA, FL 32501

COX COMMUNICATIONS
2421 EXECUTIVE PLAZA ROAD
PENSACOLA, FL 32504

GULF POWER
ONE ENERGY PLACE
PENSACOLA, FL 32520-0047

ECUA
ENGINEERING DEPARTMENT
9300 STURDEVANT STREET
PENSACOLA, FL 32514-0311

PENSACOLA ENERGY
1625 ATWOOD DRIVE
PENSACOLA, FLORIDA 32504

SEC. 3-2.5 LOW DENSITY RESIDENTIAL DISTRICT (LDR).

1. DENSITY: A MAXIMUM OF FOUR (4) DWELLING UNITS PER ACRE.
2. FLOOR AREA RATIO: A MAXIMUM FLOOR AREA RATIO OF 1.0 FOR ALL USES.
3. STRUCTURE HEIGHT: A MAXIMUM STRUCTURE HEIGHT OF 45 FEET ABOVE HIGHEST ADJACENT GRADE UNLESS OTHERWISE PRESCRIBED BY USE.
4. LOT AREA: NO MINIMUM LOT AREA UNLESS PRESCRIBED BY USE.
5. LOT WIDTH: A MINIMUM LOT WIDTH OF 20 FEET AT THE STREET RIGHT-OF-WAY FOR CUL-DE-SAC LOTS AND 50 FEET FOR ALL OTHER LOTS.
6. LOT COVERAGE: MINIMUM PERVIOUS LOT COVERAGE OF 30 PERCENT (70 PERCENT MAXIMUM SEMI-IMPERVIOUS AND IMPERVIOUS COVER) FOR ALL USES.
7. STRUCTURE SETBACKS: FOR ALL PRINCIPAL STRUCTURES, MINIMUM SETBACKS ARE:

   A. FRONT AND REAR: TWENTY-FIVE (25) FEET IN THE FRONT AND REAR.

   B. SIDES: ON EACH SIDE, FIVE (5) FEET OR 10 PERCENT OF THE LOT WIDTH AT THE FRONT BUILDING LINE, WHICHEVER IS GREATER, BUT NOT REQUIRED TO EXCEED 15 FEET.

UTILITY SERVICE NOTES:

POTABLE WATER/FIRE PROTECTION:
6", 8" AND 12" POTABLE WATER/FIRE PROTECTION MAINS ARE PROPOSED FOR THE SUBDIVISION. THE POINTS OF CONNECTION WILL BE THE EXISTING ECUA MAINS ON STEEPLECHASE BOULEVARD. AFTER FINAL ACCEPTANCE, ALL WATER INFRASTRUCTURE SHALL BE OWNED, OPERATED, AND MAINTAINED BY ECUA.

SANITARY SEWER:
THE DEVELOPMENT WILL BE SERVICED BY A COMBINATION OF ECUA LOW PRESSURE SEWER MAINS, GRAVITY SEWER MAINS, AND CENTRAL ECUA LIFT STATIONS. THE POINT OF CONNECTION WILL BE THE ECUA GRAVITY MAIN ON STEEPLECHASE BOULEVARD. AFTER FINAL ACCEPTANCE, ALL SEWER INFRASTRUCTURE SHALL BE OWNED, OPERATED, AND MAINTAINED BY ECUA.

STORM SEWER:
THE STORMWATER COLLECTION AND CONVEYANCE SYSTEM WILL CONSIST OF INLETS, PIPING, CURB, GUTTER, AND GRASSED SWALES. STORMWATER WILL BE TREATED AND ATTENUATED IN STORMWATER RETENTION PONDS. ALL STORMWATER IMPROVEMENT WILL BE CONSTRUCTED WITH THE ASSOCIATED PHASE. AFTER FINAL PLAT APPROVAL, STORMWATER IMPROVEMENTS SHALL BE OWNED AND MAINTAINED BY ESCAMBIA COUNTY.

ELECTRIC, GAS, TELEPHONE, CABLE TELEVISION:
THESE SERVICES WILL BE INSTALLED AND MAINTAINED BY THE ASSOCIATED UTILITY COMPANY.

SITE ENVIRONMENTAL INFORMATION	
OVERALL SITE AREA	322.99 ACRES
WETLANDS (ACOE, NWFWMD, ESCO)	221.82 ACRES
WETLAND BUFFER	10.82 ACRES
WETLAND IMPACT	0.93 ACRES
WETLAND BUFFER IMPACT	0.50 ACRES

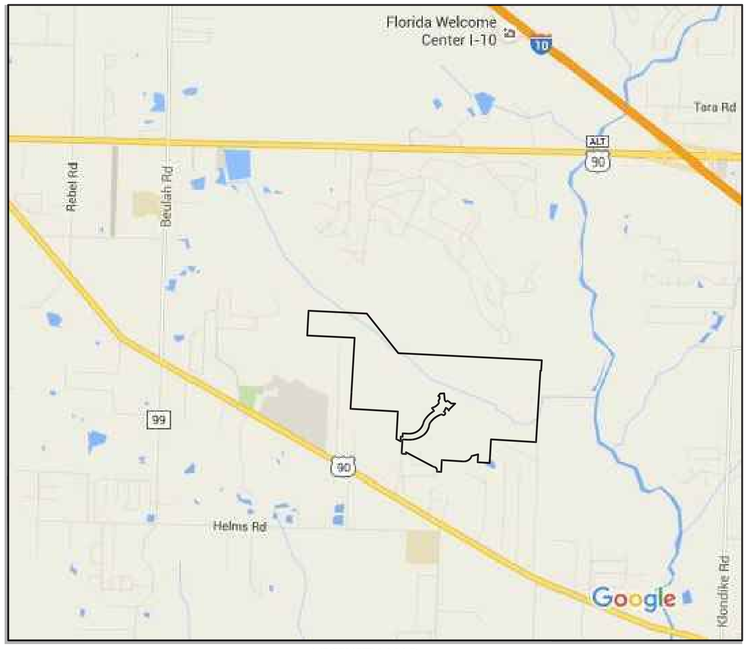
SITE ENVIRONMENTAL NOTES:

1. ALL WETLAND AND WETLAND BUFFER IMPACTS MUST BE PERMITTED THROUGH ACOE, NWFWMD, AND ESCAMBIA COUNTY PRIOR TO COMMENCING ANY CONSTRUCTION ACTIVITIES.
2. A PROTECTED TREE SURVEY WILL BE CONDUCTED FOR EACH INDIVIDUAL PHASE TO DETERMINE THE PRESENCE OF HERITAGE TREES.
3. INDIVIDUAL LOT GEOMETRIES SHOWN ARE SUBJECT TO CHANGE AT THE TIME OF PLATTING EACH INDIVIDUAL PHASE. ANY OTHER ENVIRONMENTAL IMPACTS WILL BE REVIEWED FOR EACH PHASE.

OWNER AND DEVELOPER
D.R. HORTON, INC
25366 PROFIT DRIVE
DAPHNE, AL 36526

PROFESSIONAL SURVEYOR AND MAPPER
MARK A. NORRIS P.S.M.
REBOL-BATTLE & ASSOCIATES, LLC
2301 NORTH NINTH AVE., SUITE 300
PENSACOLA, FL 32503

CIVIL ENGINEER
PAUL A. BATTLE, P.E.
REBOL-BATTLE & ASSOCIATES, LLC
2301 NORTH NINTH AVE., SUITE 300
PENSACOLA, FL 32503



VICINITY MAP
SCALE: 1" = 2000'

AMENITY TABLE	
AMENITY	CONSTRUCTED IN PHASE:
AMENITY SITE	2
DOG PARK	1
SIDEWALKS (BOTH SIDES OF ROAD)	1,2,3,4
OPEN SPACE	1,3,4
CONSERVATION EASEMENT / RECREATIONAL AREA	2
UPLAND BUFFERS	1,2,3,4
WALKING TRAIL	3
ENHANCED ENTRY SIGN	1
UNDERGROUND UTILITIES	1,2,3,4
DECORATIVE STREET LIGHTING	1,2,3,4
HOMEBUILDER LANDSCAPE PACKAGE	1,2,3,4

PHASE CALCULATIONS		
PHASE	No. OF RESIDENTIAL LOTS	ACREAGE
PHASE 1	106	45.11
PHASE 2	114	84.00
PHASE 3	103	90.11
PHASE 4	65	103.77
TOTAL	388	322.99

FLOOD ZONE NOTE:

IT IS THE OPINION OF THE UNDERSIGNED SURVEYOR & MAPPER THAT THE PARCEL OF LAND SHOWN HEREON IS IN ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AREAS WITHIN THE 0.2% ANNUAL CHANCE FLOODPLAIN, AND ZONE "AE" BASED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR ESCAMBIA COUNTY, FLORIDA, COMMUNITY PANEL NUMBER 12033C0290G, EFFECTIVE DATE OF SEPTEMBER 29, 2006.

CLEARING NOTE:

PRIOR TO ANY LAND DISTURBANCE, THE DEVELOPER / CONTRACTOR SHALL OBTAIN ALL COUNTY, STATE AND/OR FEDERAL APPLICABLE PERMITS GOVERNING THE CLEARING ACTIVITIES

LEGAL DESCRIPTION:

PARCEL 3:
PARCELS C-1, C-2, C-3, C-4, C-5, C-6, C-7, C-8, D-1, D-2, D-3, D-4, AND D-5, BRIDLEWOOD, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 19, PAGES 21, 21A THROUGH 21H, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

Line Table (F)		
Line #	Length	Direction
L1	221.27'	S3°28'46"W
L2	187.54'	N75°48'27"E
L3	120.08'	S87°00'46"E
L4	31.94'	S3°05'19"W
L5	1.66'	S87°18'32"E
L6	47.86'	N3°08'48"E
L7	94.93'	S86°55'52"E
L8	139.39'	S86°51'40"E
L9	119.92'	N24°39'21"E
L10	43.42'	S23°02'17"W
L11	226.12'	S45°41'29"W
L12	111.83'	S88°47'39"E
L13	38.87'	N62°45'55"E
L14	16.59'	N88°53'43"E
L15	46.21'	S36°29'09"E
L16	189.49'	S4°59'08"E
L17	111.88'	N86°55'18"E
L18	85.78'	N37°47'09"E
L19	35.37'	N68°52'01"W
L20	60.98'	N4°35'21"W
L21	64.74'	N27°58'32"E
L22	63.96'	N8°16'19"W
L23	6.46'	S66°30'34"E
L24	43.84'	N59°48'27"E
L25	168.05'	S86°51'40"E
L26	94.81'	S3°07'55"W
L27	50.00'	S86°51'40"E
L28	128.57'	S3°07'55"W
L29	131.41'	S62°06'25"E

Line Table (P)		
Line #	Length	Direction
L1	221.27'	S00°32'53"W
L2	187.54'	N72°52'34"E
L3	119.82'	S89°57'07"W
L4	31.87'	N00°13'58"W
L5	1.30'	S89°46'02"E
L6	47.83'	N00°13'54"E
L7	95.00'	S89°46'06"E
L8	139.38'	S89°46'06"E
L9	119.82'	N21°48'58."E
L10	43.42'	S20°02'39"W
L11	226.12'	S42°42'28"W
L12	111.83'	S88°14'28"W
L13	38.87'	N59°48'02"E
L14	16.59'	N85°58'50"E
L15	46.21'	S39°27'02"E
L16	189.49'	S7°57'01"E
L17	111.88'	N83°57'25"E
L18	85.78'	N34°49'16"E
L19	35.37'	N71°49'54"W
L20	60.98'	N7°33'14"W
L21	64.74'	N25°39'04"E
L22	63.96'	N11°17'12"W
L23	6.46'	S69°28'27"E
L24	43.84'	N56°50'34"E
L25	168.04'	S89°46'06"E
L26	95.00'	S0°13'54"W
L27	50.00'	S89°46'06"E
L28	128.56'	S0°13'54"W
L29	121.14'	S65°00'04"E
L30		S11°12'59"E
L31	77.92'	S25°52'54"W
L32	82.01'	S6°34'21"W
L33	49.19'	S20°38'41"W
L34	33.19'	S0°22'45"W
L35	247.11'	N89°33'46"W
L36	120.00'	S0°26'14"W
L37	150.00'	N89°33'46"W
L38	120.00'	N0°26'14"E
L39	189.42'	N89°33'46"W
L40	190.00'	S0°26'14"W
L41	131.50'	N89°33'46"W
L42		S1°30'08"W

Line Table (D)		
Line #	Length	Direction
L1	221.26'	S00°32'47"W
L2	187.54'	N72°52'36"E

Curve Table (F)					
Curve #	Length	Radius	Central Angle	Chord	Chord Bearing
C1	288.55'	219.99'	75°09'05"	268.30'	N55°40'07"E
C2	157.15'	100.00'	90°02'21"	141.47'	N42°21'02"W
C3	39.30'	25.00'	90°04'40"	35.38'	S41°53'32"E
C4	39.27'	25.00'	89°59'32"	35.35'	S48°08'34"W
C5	92.83'	640.00'	8°18'37"	92.74'	N88°57'27"E
C6	334.82'	640.00'	29°58'29"	331.02'	N69°48'54"E
C7	342.66'	430.00'	45°39'29"	333.66'	N32°03'47"E
C8	89.59'	200.00'	25°39'58"	88.84'	S22°04'34"W
C9	386.10'	600.00'	36°52'11"	379.47'	S53°17'09"W
C10	27.71'	25.00'	63°30'31"	26.31'	N76°31'06"W
C11	174.63'	50.00'	200°06'32"	98.46'	N35°10'53"E
C12	113.95'	170.01'	38°24'11"	111.83'	N46°00'25"W
C13	125.98'	578.32'	12°28'52"	125.73'	S52°59'04"E
C14	197.31'	326.82'	34°35'30"	194.33'	N50°26'23"E
C15	100.31'	820.00'	7°00'32"	100.25'	N34°33'23"W
C16	334.58'	770.00'	24°53'47"	331.96'	S47°12'57"W
C17	126.34'	370.00'	19°33'51"	125.73'	S25°01'27"W
C18	544.70'	400.00'	78°01'20"	503.58'	N54°10'39"E

Curve Table (P)					
Curve #	Length	Radius	Central Angle	Chord	Chord Bearing
C1 (C)	288.54'	219.99'	75°08'50"		
C1 (D)	289.36'	219.99'	75°21'50"	268.95'	N52°50'45"E
C2	89.36'	100.00'	51°11'57"	86.42'	N64°37'59"W
C3	39.27'	25.00'	90°00'00"	35.36'	S44°46'06"E
C4	39.27'	25.00'	90°00'00"	35.36'	S45°13'54"W
C5	92.72'	640.00'	8°18'04"	92.64'	N86°04'52"E
C6 (C)	335.02'	640.00'	29°59'34"		
C7	342.88'	430.00'	45°41'13"	333.86'	N29°05'40"E
C8	89.53'	200.00'	25°38'55"	88.78'	S19°04'31"W
C9	386.24'	600.00'	36°52'58"	379.60'	S50°20'27"W
C10	28.09'	25.00'	64°22'20"	26.63'	N79°01'53"W
C11	176.17'	50.00'	201°52'50"	98.18'	N32°12'51"E
C12 (C)	114.30'	170.01'	38°31'11"		
C13	125.97'	578.32'	12°28'50"	125.73'	S55°56'57"E
C14	197.31'	326.82'	34°35'28"	194.33'	N47°28'30"E
C15 (C)	100.33'	820.00'	7°00'36"		
	330.26'	770.00'	24°32'34"		
C19	345.58'	220.00'	90°00'00"	311.13'	S45°26'14"W

REBOL-BATTLE & ASSOCIATES
Civil and Environmental Engineers
2301 N. Ninth Avenue, Suite 300
Pensacola, Florida 32503
Telephone 850.438.0400 Fax 850.438.0448
EB 0005957

MASTER PLAN

Bridlewood Subdivision
A 388 LOT SUBDIVISION
STEEPLECHASE BOULEVARD
ESCAMBIA COUNTY, FLORIDA

REVISION	DATE	No.

SEAL

NOT FOR CONSTRUCTION

PAUL A. BATTLE, P.E.
No.53126

Dr. By: CBD
Ck By: PAB
Job No.: 2017.274
Date: 7/19/2018

DRAWING No.

1

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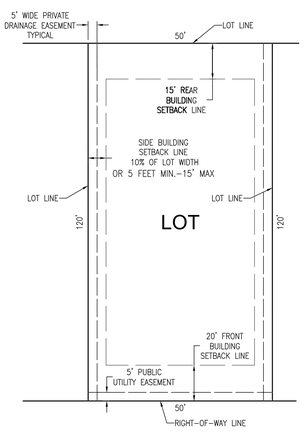
A MASTER PLAN OF
BRIDLEWOOD PLANNED UNIT DEVELOPMENT

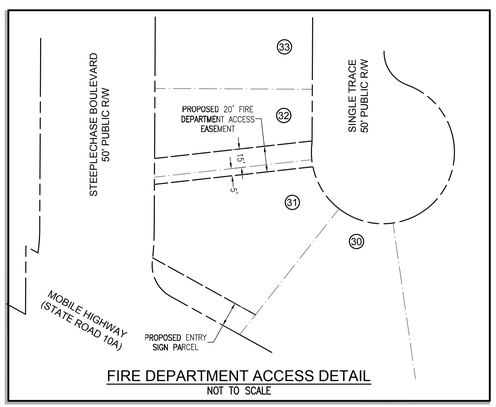
BEING A RESUBDIVISION OF A PORTION OF PLAT BOOK 19, PAGE 21-21H
ESCAMBIA COUNTY, FLORIDA

August 8, 2018

HORIZONTAL SCALE
250 0 125 250 500 1000
(IN FEET)
1 INCH = 250 FT. (24"x36")
1 INCH = 500 FT. (12"x18")



TYPICAL LOT LAYOUT DETAIL
NOT TO SCALE
ALL LOT WIDTHS AND SETBACKS PER APPROVED PUD PLAN



FIRE DEPARTMENT ACCESS DETAIL
NOT TO SCALE

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EB 1000/26937

MASTER PLAN

Bridlewood Subdivision
A 388 LOT SUBDIVISION
STEEPLECHASE BOULEVARD
ESCAMBIA COUNTY, FLORIDA

No.	DATE	REVISION

SEAL
NOT FOR CONSTRUCTION
PAUL A. BATTLE, P.E.
No.53126

Dr. By: CBD
Ck By: PAB
Job No.: 2017.274
Date: 7/19/2018

DRAWING No.
2

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Planned Unit Development Report
Bridlewood Subdivision
Date: 8/9/2018
RBA Project No.: 2017.274
Escambia County Project No.: 18072410PSD-MP

Project Narrative

The development will consist of phased additions to a previously platted residential subdivision known as Bridlewood. Bridlewood is located on the north side of Mobile Highway, approximately 1.4-miles east of Beulah Road. The addition will create approximately 390 new lots intended for single-family detached homes. All roads and stormwater improvements will be dedicated to Escambia County. The property is zoned LDR which allows a minimum lot width of 60' at the right-of-way line, and 25' front and rear setbacks. A PUD is proposed to allow a reduction in the lot width to 50', and a reduction in the front and rear setbacks to 20' and 15' respectively. The overall proposed density of the subdivision with 50' lots will remain below the maximum allowable density of the LDR district (< 4 du/acre). The property is surrounded by multiple properties zoned MDR in the immediate vicinity. The MDR district allows 50' lots, ensuring Bridlewood would remain compatible with surrounding areas. The developer proposes a mix of several different models of dwelling units throughout the subdivision.

The Master Plan for the overall development received a development order in 2007 under the name of "Viansa". At the time, the property was zoned R-R; the master plan exercised the clustering provision of the Land Development Code which reduced the lot width requirements to that of the R-3 zone. Subsequently, 50' lots were approved on the Master Plan. The first phase of the Master Plan was constructed between 2008 and 2010, and platted in 2012 with 50' lots. The remaining phases remain undeveloped. The zoning districts in Escambia County were consolidated in 2015 and this property was classified as LDR. The current Land Development Code as of 2018 no longer allows lots in the LDR zone to be reduced to 50' under the revised clustering provision. As an approved Planned Unit Development, the proposed subdivision would closely resemble the Master Plan approved by Escambia County in 2007; utilizing 50' lots while providing several amenities for public benefit beyond what is required by the Land Development Code.

Proposed PUD Variances

Minimum Lot Width and Setback Requirements:

(1) 3-2.5(d)(5): For all lots with the exception of cul-de-sac lots, a reduction of the minimum lot width from 60' at the street right-of-way to **50'** at the street right of way is requested. Minimum lot width for cul-de-sac lots remains unchanged at 20'.

(2) 3-2.5(d)(7): For all principal structures, the minimum front setback is requested to be reduced from 25' to **20'**.

(3) 3-2.5(d)(7): For all principal structures, the minimum front setback is requested to be reduced from 25' to **15'**.

Proposed Features & Amenities

The developers propose to provide the following amenities and features to Bridlewood:

1. A centrally-located amenities site will be constructed in the second phase of development. The amenity site will include a swimming pool, clubhouse, open space, and on-site parking. Restrooms and a kitchen will be included in the clubhouse. The location of the proposed amenities site is shown on the attached master plan. Construction of the clubhouse and pool will be completed prior to the Phase 2 final plat recording.
2. Several additional common areas are to be provided throughout the subdivision. Two common areas will be created in the first phase, as well as another in the 3rd phase. One of the common areas in the first phase will be converted to a dog park. The location of the dog park and common areas are shown on the attached master plan.
3. 5' wide sidewalks will be provided on both sides of every proposed right-of-way in all phases to promote pedestrian mobility between the residential areas and the amenity areas. To avoid damage to the sidewalks, the homebuilder will construct the sidewalks on an individual lot basis after the completion of each home.
4. All unimpacted wetlands on site (approximately 220-acres) will be preserved through a perpetual conservation easement. This shall exceed the minimum preservation required by county, state and/or federal mitigation standards. The conservation easement will be recorded in the 2nd phase of development.
5. Upland buffers in exceedance of the required 25' will be provided wherever possible to protect the surrounding environmentally sensitive areas and natural vegetation. Widened buffers will be provided in all phases of development. The widened upland buffers are identified on the attached Master Plan.
6. A natural walking trail is proposed to connect the 3rd phase of development to the 1st phase. Please see the attached conceptual subdivision rendering for the location of the walking trail.
7. A landscape architect will be engaged to design attractive entry features. A large decorative "Bridlewood" subdivision sign will be placed near the subdivision entry. Landscaping will be planted around the proposed sign. A rendering of the proposed entry sign is attached. All entry improvements will be installed in the first phase of development.
8. All utilities throughout the subdivision shall be underground. Overhead power lines will not be used in any phase of development. Sanitary sewer service will be provided to all residents. No potable water wells or septic tanks shall be utilized for this project.
9. Decorative street lighting will be used in all phases. An upgraded style of lighting above the Gulf Power standard model, such as the "Colonial" style, or approved equal, is proposed. A sample of the proposed street lighting is attached to this report.
10. The homebuilder will provide a landscape package for each lot. The homebuilder will plant trees, shrubs, and install sod on each lot purchased. This is available in all phases.

Phasing Schedule

The Bridlewood Planned Unit Development is split into four (4) phases. Tables on sheet 1 of the Master Plan include the lot count, acreage, and proposed amenities within each phase.

Stormwater Management Plan

A stormwater management plan for the subdivision will meet all requirements of the Land Development Code and Design Standards Manual. All stormwater retention facilities will be designed for the 100-year critical duration storm event.

Figures

Figure 1 – Project Location Map (above)

Figure 2 – Proposed Master Plan of Bridlewood (attached)

Figure 3 – Illustrative Site Plan of Bridlewood Planned Unit Development by WAS Design (attached)

Figure 4 – Previously approved Master Plan of Bridlewood from 2007; formerly known as Viansa (attached)

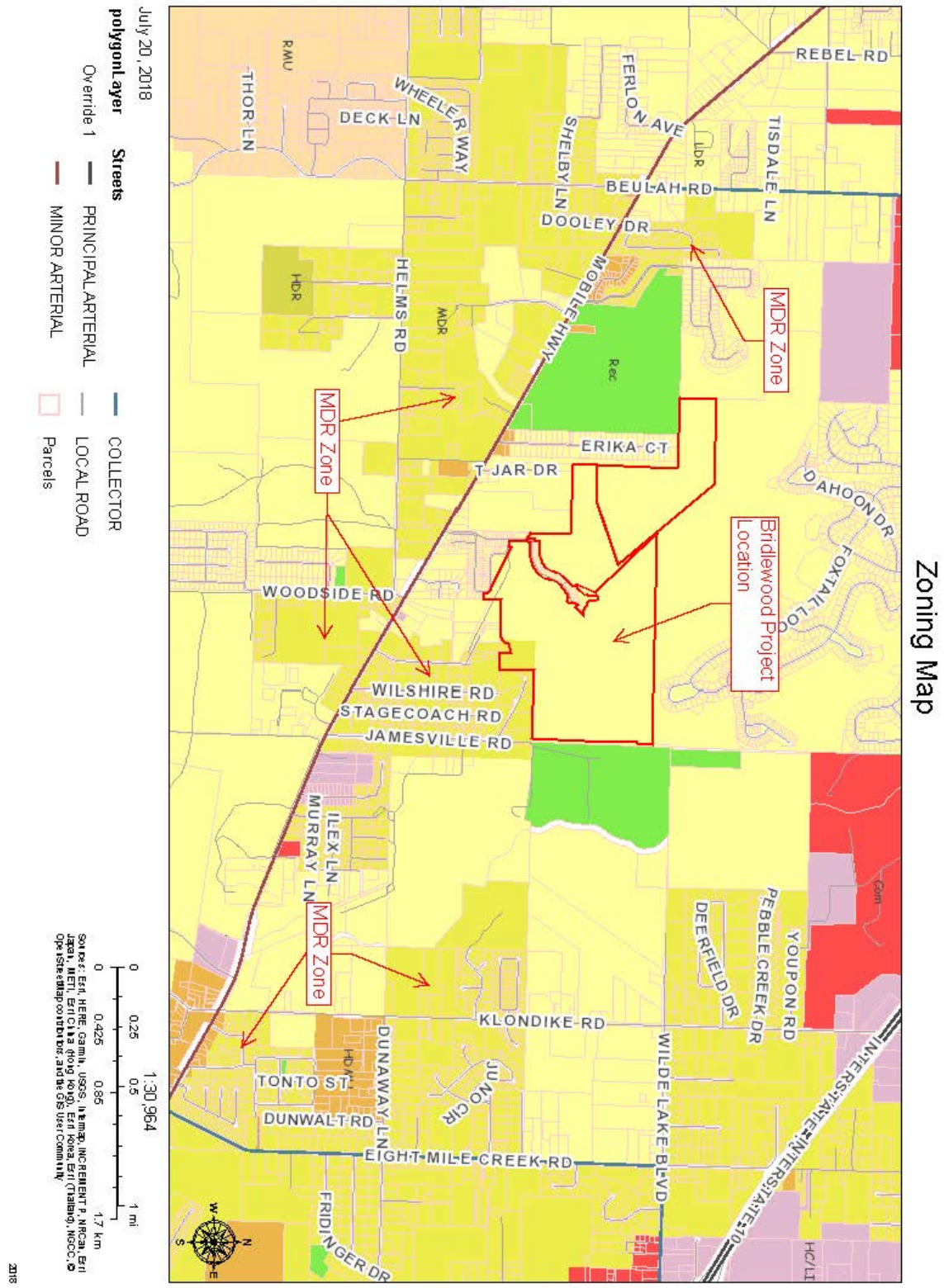


Figure 5 – Zoning Map (above)

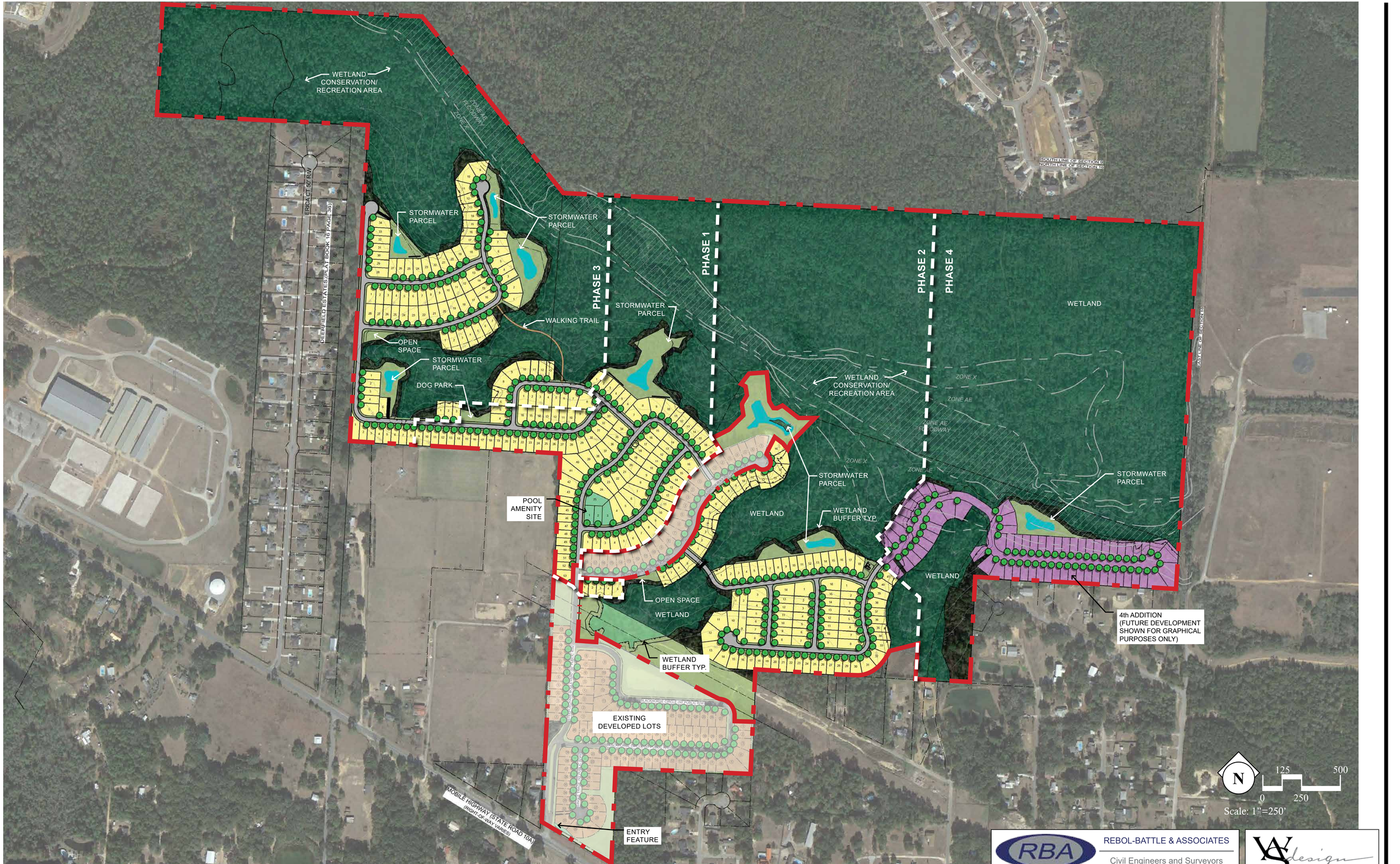
Colonial

GULF POWER
A SOUTHERN COMPANY

Wattage	Source	kWh	Distri – bution Type	Paid Up Front (PUF) Amount	Monthly w/PUF	Monthly w/o PUF
100	HPS	41	II, III	$232.00	$4.92	$8.50
150	PSMH	65	III	$307.00	$7.57	$12.33
45	LED	15	III, V	$567.00	$5.99	$13.53
72	LED	25	III, V	$680.00	$7.60	$17.09

Mounting Height	Material	Paid Up Front (PUF) Amt	Monthly Amt – No PUF
16’	Aluminum, Round Tapered	$468	$5.63
12’	Aluminum, Decorative	$996	$18.08
13’	Fluted Concrete	$1,073	$17.24
14’	Aluminum, Decorative	$1,267	$16.43
16’	Aluminum, Decorative	$1,064	$13.44

Note: Pricing effective 1/1/2015. Paid up front is available to customers at the time of installation only. All monthly figures include fuel, ECR, ECCR, PPCC, and adjusted gross receipts tax. Monthly figures do not include applicable franchise fees or state and local taxes.



Bridlewood - Pensacola, Florida

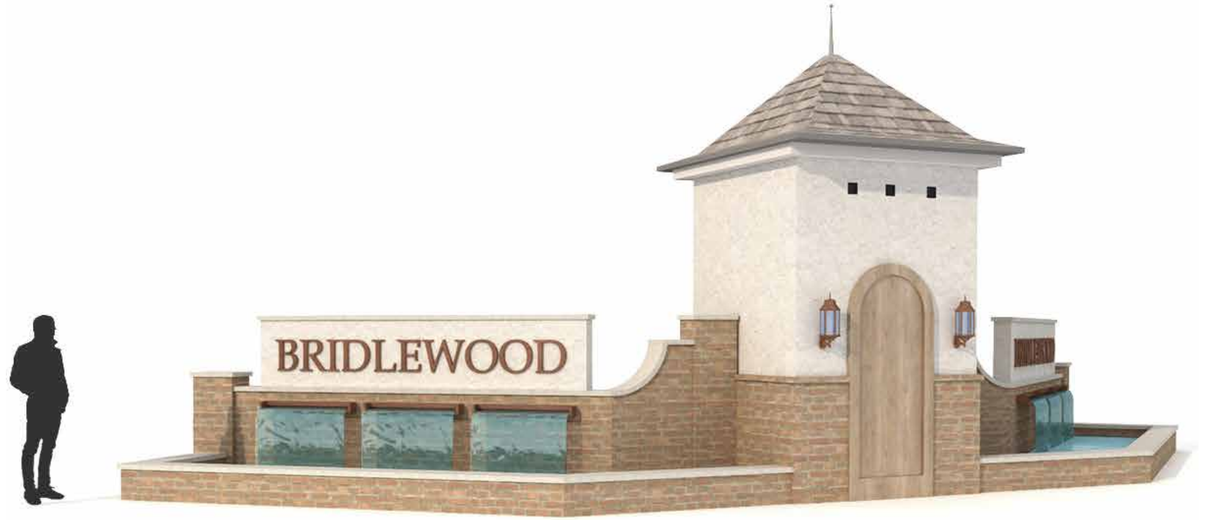
08.10.18

Planned Unit Development

REBOL-BATTLE & ASSOCIATES
Civil Engineers and Surveyors

WATKINS • ACY • STRUNK
landscape architecture • land planning • placemaking

ENTRY FEATURE ENLARGEMENT



ENTRY FEATURE MODEL

ENTRY FEATURE PHOTO SIMULATION

N

5 20

0 10

Scale: 1”=10’

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Civil Engineers and Surveyors

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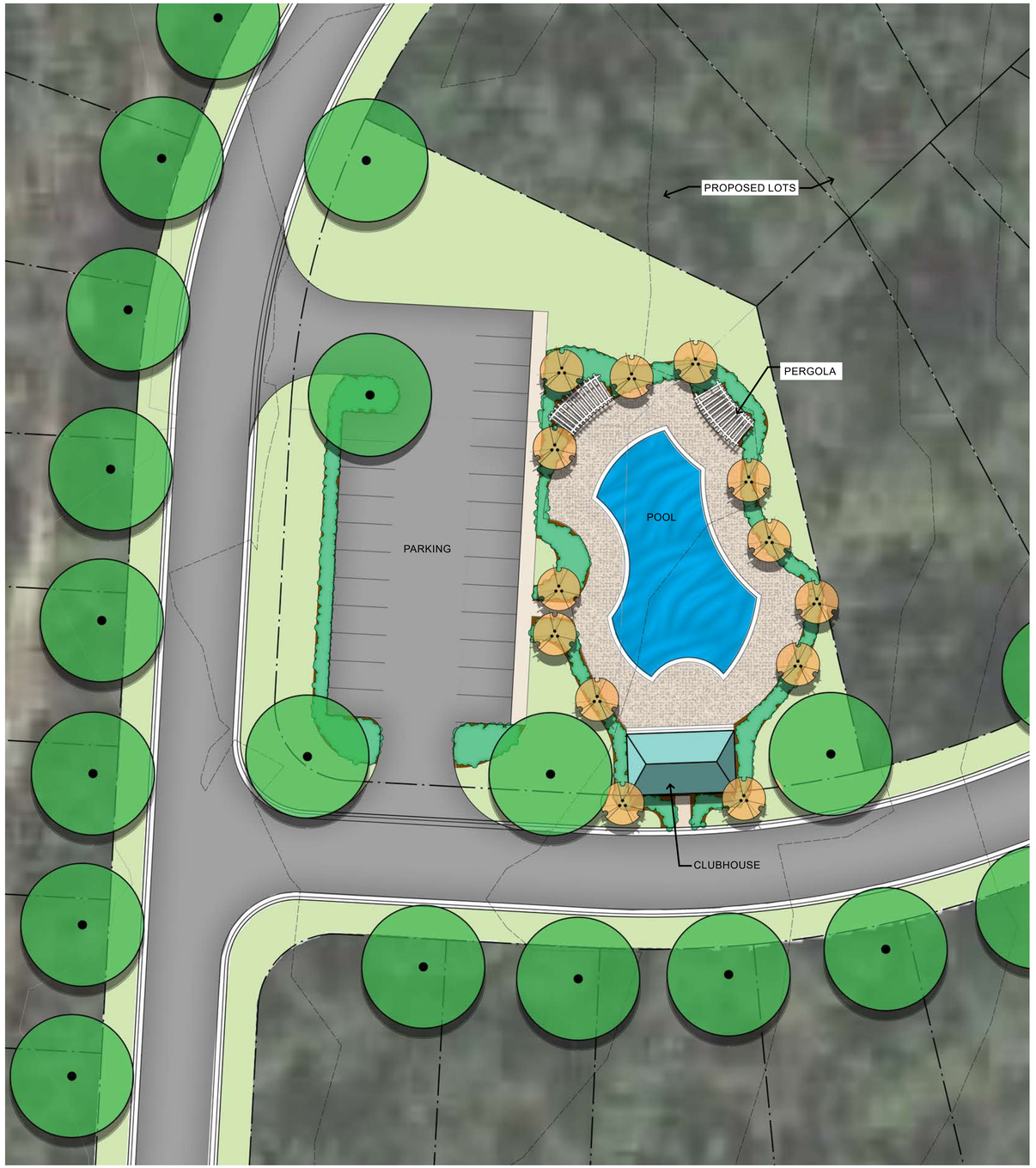
PHASE 1 ENLARGEMENT

N

50 200

0 100

Scale: 1"=100'



SCHEMATIC POOL AMENITY - FINAL LAYOUT AND DESIGN TO BE DETERMINED

Not to Scale

REBOL-BATTLE & ASSOCIATES
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Bridlewood - Pensacola, Florida

08.10.18

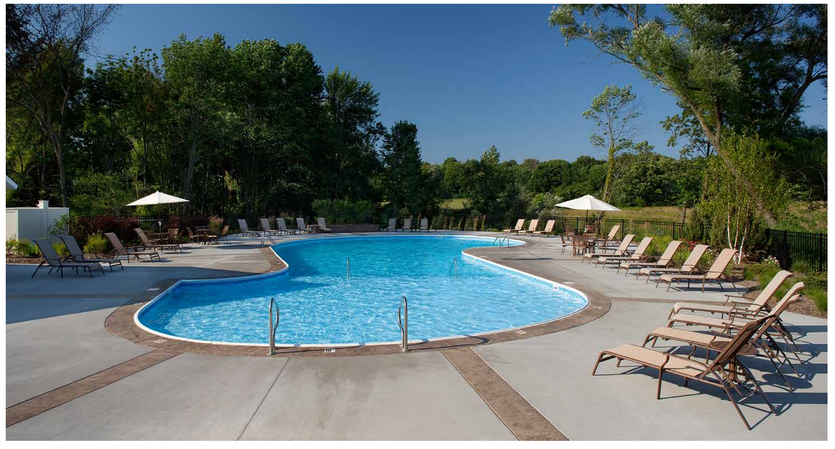
Planned Unit Development

PHASE 2 ENLARGEMENT

N

0 50 100 200

Scale: 1"=100'



INSPIRATION IMAGES (NEED NOT BE BUILT)

REBOL-BATTLE & ASSOCIATES
Civil Engineers and Surveyors

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landscape architecture • land planning • placemaking

Bridlewood - Pensacola, Florida

08.10.18

Planned Unit Development

PHASE 3 ENLARGEMENT

N

0 50 100 200

Scale: 1"=100'

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Bridlewood - Pensacola, Florida

08.10.18

Planned Unit Development

PHASE 4 ENLARGEMENT

N

0 50 100 200

Scale: 1”=100’

REBOL-BATTLE & ASSOCIATES
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DENSITY CLUSTERING CALCULATIONS

ACCORDING TO SECTION 7.13.04 OF THE ESCAMBIA COUNTY LDC, THE CLUSTERING OF DEVELOPMENT AWAY FROM ENVIRONMENTALLY SENSITIVE LANDS MUST MEET THE FOLLOWING CRITERIA:

1. AT LEAST 90% OF THE ENVIRONMENTALLY SENSITIVE LANDS MUST REMAIN UNDISTURBED = 90.04%
   AREA OF JURISDICTIONAL WETLANDS = 198.46 AC
   AREA OF ENDANGERED SPECIES HABITAT = 0.84 AC 9.43
   AREA OF FLOODWAY OUTSIDE OF WETLANDS = 2.01 AC
   TOTAL AREA OF ENVIRONMENTALLY SENSITIVE LANDS = 201.31 AC
   REQ'D UNDISTURBED ENV. SENSITIVE LANDS = (0.90)(201.31 AC) = 181.18 AC
   PROVIDED UNDISTURBED ENV. SENSITIVE LANDS = 197.19 AC
   181.18 AC < 197.19 AC OK
2. OVERALL ALLOWABLE GROSS DENSITY OF PARCEL IS NOT EXCEEDED –
   AREA OF PROPERTY = 358.41 AC
   RR ZONING ALLOWS A DENSITY OF 2.00 UNITS/AC
   ALLOWABLE # OF UNITS = (2.00 UNITS/AC)(349.86 AC) = 699.32 UNITS
   R2 ZONING ALLOWS A DENSITY OF 7.00 UNITS/AC
   ALLOWABLE # OF UNITS = (7.00 UNITS/AC)(8.75 AC) = 61.25 UNITS
   REQUESTED # OF UNITS = 517 UNITS
   517 UNITS < (699+61)=760 UNITS OK
3. WITHIN RR ZONING DISTRICT, 30% OF PARCEL MUST BE CONSERVED –
   AREA OF PROPERTY = 358.41 AC
   REQUIRED CONSERVED AREA = (0.30)(358.41 AC) = 107.52 AC
   PROVIDED CONSERVED AREA (TOTAL OF ALL "C" PARCELS) = 224.41 AC
   107.52 < 224.41 AC OK
4. DENSITY THRESHOLD WITHIN UPLAND ACREAGE MUST BE EXCEEDED –
   AREA OF UPLANDS = 157.10 AC
   RR ZONING ALLOWS A DENSITY OF 2.00 UNITS/AC
   ALLOWABLE # OF UNITS = (2.00 UNITS/AC)(153.69 AC) = 307.38 UNITS
   R2 ZONING ALLOWS A DENSITY OF 7.00 UNITS/AC
   ALLOWABLE # OF UNITS = (7.00 UNITS/AC)(3.41 AC) = 23.87 UNITS
   REQUESTED # OF UNITS = 517 UNITS
   (307+24)=331 UNITS < 517 UNITS OK

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF SECTIONS 8, 9, & 16, TOWNSHIP 1 SOUTH, RANGE 31 WEST, COUNTY OF ESCAMBIA, STATE OF FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTHEAST CORNER OF SAID SECTION 16, SAID CORNER BEING MARKED BY A 3" DIAMETER CONCRETE MONUMENT AND ASSUMING THE EAST LINE OF SAID SECTION 16 AS BEARING SOUTH 00 DEGREES 37 MINUTE 40 SECONDS WEST WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO: THENCE NORTH 89 DEGREES 51 MINUTES 53 SECONDS WEST ALONG THE NORTH LINE OF SAID SECTION FOR 50.00 FEET; THENCE SOUTH 00 DEGREES 37 MINUTES 40 SECONDS WEST PARALLEL WITH THE EAST LINE OF SAID SECTION FOR 349.47 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00 DEGREES 37 MINUTES 40 SECONDS WEST PARALLEL WITH THE EAST LINE OF SAID SECTION FOR 293.74 FEET; THENCE NORTH 89 DEGREES 51 MINUTES 53 SECONDS WEST FOR 20.00 FEET; THENCE SOUTH 00 DEGREES 37 MINUTES 40 SECONDS WEST PARALLEL WITH THE EAST LINE OF SAID SECTION FOR 2000.00 FEET; THENCE NORTH 89 DEGREES 25 MINUTES 00 SECONDS WEST FOR 1261.98 FEET; THENCE SOUTH 00 DEGREES 10 MINUTES 49 SECONDS WEST FOR 660.61 FEET; THENCE NORTH 89 DEGREES 28 MINUTES 24 SECONDS WEST 1341.07 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 55 SECONDS EAST 658.31 FEET TO THE NORTHEAST CORNER OF BRANDYWOOD SUBDIVISION AS RECORDED IN PLAT BOOK 13 AT PAGE 34 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 89 DEGREES 46 MINUTES 02 SECONDS WEST ALONG THE NORTH LINE OF SAID SUBDIVISION AND ITS EXTENSION FOR 846.48 FEET; THENCE SOUTH 00 DEGREES 24 MINUTES 58 SECONDS EAST FOR 606.22 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF MOBILE HIGHWAY (STATE ROAD NO. 10-A, R/W VARIES); THENCE NORTH 61 DEGREES 02 MINUTES 22 SECONDS WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE FOR 525.78 FEET ; THENCE NORTH 00 DEGREES 13 MINUTES 54 SECONDS EAST FOR 2306.55 FEET; THENCE NORTH 89 DEGREES 33 MINUTES 46 SECONDS WEST FOR 1325.63 FEET TO THE WEST LINE OF SAID SECTION; THENCE NORTH 00 DEGREES 22 MINUTES 45 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION FOR 1986.57 FEET TO THE NORTHWEST CORNER OF SAID SECTION 16, SAID CORNER BEING MARKED BY A 2" AXLE; THENCE SOUTH 89 DEGREES 52 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF SECTION 8 FOR 1326.25 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE1/4 OF THE SE1/4) OF SECTION 8; THENCE DEPARTING SAID SOUTH LINE NORTH 00 DEGREES 13 MINUTES 56 SECONDS EAST ALONG THE WEST LINE OF THE SE1/4 OF THE SE1/4 FOR 694.91 FEET TO A 4X4 CONCRETE MONUMENT STAMPED #6783; NORTH 89 DEGREES 54 MINUTES 12 SECONDS EAST FOR 1630.13 FEET TO A 4X4 CONCRETE MONUMENT; THENCE SOUTH 41 DEGREES 21 MINUTES 43 SECONDS EAST FOR 1414.83 FEET TO A 4X4 CONCRETE MONUMENT STAMPED #6783; THENCE NORTH 89 DEGREES 55 MINUTES 18 SECONDS EAST FOR 4015.15 FEET TO A 4X4 CONCRETE MONUMENT STAMPED #6783 AND THE POINT OF BEGINNING. CONTAINING 358.41 ACRES, MORE OR LESS.

SITE DATA/SUBDIVISION NOTES

1. THIS SITE LIES WITHIN SECTIONS 8, 9, & 16 T-1-S, R-31-W, PARCEL #'S 16-1S-31-1101-000-000, 16-1S-31-1101-000-002, & 16-1S-31-1102-000-000
2. TOTAL AREA = 358.41 ACRES
3. DEVELOPMENT CONSISTS OF 517 SINGLE FAMILY DETACHED RESIDENTIAL LOTS.
   RESIDENTIAL DENSITY = 770 UNITS
4. TYPICAL LOT SIZE = 50' X 120'
5. CURRENT ZONING : R-8 = 349.66 ACRES, 517 LOTS, R-2 = 8.75 ACRES, 0 LOTS
   DUE TO DENSITY CLUSTERING, R-3 SITE REQUIREMENTS WILL GOVERN
   FUTURE LAND USE: R & LDR
6. IMPERVIOUS LOT COVERAGE SHALL NOT EXCEED 70%
7. BUILDING SETBACK LINE (BSL) REQUIREMENTS:
   FRONT = 20'
   REAR = 15'
   SIDE = THE MINIMUM SIDE YARD ON EACH SIDE SHALL BE TEN PERCENT OF THE LOT WIDTH MEASURED AT THE FRONT BUILDING SETBACK, WITH A MINIMUM SIDE SETBACK OF 5', BUT NOT TO EXCEED 15'
   SIDE STREET = 15'
8. MINIMUM LOT WIDTH AT FRONT BSL = 40'
   MINIMUM LOT WIDTH AT R/W = 40'
   MINIMUM LOT WIDTH AT R/W FOR CUL-DE-SACS = 20'
9. MAXIMUM BUILDING HEIGHT = 35'
10. JURISDICTIONAL WETLAND LINES WERE DELINEATED BY EDMISTEN & ASSOCIATES, INC. IN NOVEMBER, 2004.
11. THE DEVELOPER WILL OBTAIN THE NECESSARY COE, DEP, ECUA AND ESCAMBIA COUNTY PERMITS AND APPROVALS PRIOR TO CONSTRUCTION.
12. THIS SUBDIVISION LIES WITHIN FLOOD ZONE "X" AREA DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN AND ZONE "AE" AREAS WHERE BASE FLOOD ELEVATIONS HAVE BEEN DETERMINED TO BE BETWEEN 38 AND 49 FEET, ACCORDING TO THE FEMA FLOOD INSURANCE RATE MAP, MAP NO. 12033C0290 G, AS REVISED SEPTEMBER 29, 2006, COMMUNITY NUMBER 120080, PANEL NO. 0290 G.
13. ACCORDING TO THE 1980 ESCAMBIA COUNTY SOIL SURVEY, THE FOLLOWING SOIL TYPES ARE FOUND ON THIS SITE.
    Ec = EUSTIS LOAMY FINE SAND, GENTLY SLOPING PHASE
    Ee = EUSTIS LOAMY SAND, LEVEL PHASE
    Ef = EUSTIS LOAMY SAND, VERY GENTLY SLOPING PHASE
    Hb = HUCKABEE LOAMY FINE SAND, VERY GENTLY SLOPING PHASE
    Kb = KALMIA FINE SAND LOAM VERY GENTLY SLOPING PHASE
    Lo = LAKELAND LOAMY FINE SAND, LEVEL PHASE
    Lf = LAKELAND LOAMY SAND, VERY GENTLY SLOPING PHASE
    Lg = LAKELAND LOAMY SAND, GENTLY SLOPING PHASES
    Lo = LAKELAND, RUSTON, AND NORFOLK SOILS, GENTLY SLOPING PHASES
    Lr = LAKELAND, RUSTON, AND NORFOLK SOILS, ERODED SLOPING PHASES
    Mg = MIXED ALLUVIAL LAND, POORLY DRAINED
    Md = MYATT VERY FINE SANDY LOAM, LEVEL PHASE
    Me = MYATT VERY FINE SANDY LOAM, LEVEL PHASE
    No = NORFOLK FINE SANDY LOAM, LEVEL PHASE
    Nb = NORFOLK FINE SANDY LOAM, VERY GENTLY SLOPING PHASE
    Nc = NORFOLK FINE SANDY LOAM, GENTLY SLOPING PHASE
    Po = PAMLICO MUCK
    Pd = PLUMMER LOAMY SAND, LEVEL PHASE
    Pe = PLUMMER LOAMY SAND, VERY GENTLY SLOPING PHASE
    Rk = RUSTON FINE SANDY LOAM, VERY GENTLY SLOPING PHASE
14. ALL R/W INTERSECTIONS SHALL HAVE A 25' RADIUS
15. STREETS SHALL BE DEDICATED TO ESCAMBIA COUNTY ON THE FINAL PLAT
16. ALL STORMWATER AREAS AND FACILITIES WILL BE MAINTAINED BY ESCAMBIA COUNTY. ALL DRAINAGE EASEMENTS WILL FAVOR ESCAMBIA COUNTY. ALL DEDICATIONS WILL BE MADE ON THE FINAL PLAT.
17. ALL UTILITY EASEMENTS WILL FAVOR ECUA. ALL DEDICATIONS WILL BE MADE ON THE FINAL PLAT.
18. RESTRICTIVE COVENANTS AND NECESSARY HOMEOWNER'S ASSOCIATION DOCUMENTS WILL BE SUBMITTED PRIOR TO THE RECORDING OF THE FINAL PLAT.
19. NO HERITAGE OR CHAMPION TREES ON SITE.
20. ALL PHASES OF THIS MASTER PLAN SHALL BE APPROVED IN ACCORDANCE WITH APPLICABLE ZONING AND LAND USE REGULATIONS IN EFFECT AT THE TIME OF EACH PRELIMINARY PLAT SUBMITTAL.
21. APPROVAL OF THIS MASTER PLAN DOES NOT APPROVE OR IMPLY APPROVAL OF IMPACTS TO ENVIRONMENTALLY SENSITIVE LANDS. COUNTY APPROVAL OF MINIMIZED, UNAVOIDABLE IMPACTS MAY BE GRANTED WITH THE APPROVAL OF EACH PHASE.
22. THE DEVELOPER WILL PUT IN A TRAFFIC SIGNAL IF FDOT REQUESTS/DEEMS IT NECESSARY.
23. SIDEWALKS TO BE PLACED IN A SIDEWALK EASEMENT, BEING 5' ADJACENT TO THE FRONT RIGHT OF WAY. ALL SIDEWALKS TO BE A MINIMUM OF 4' IN WIDTH AND PLACED AND CONSTRUCTED BY THE HOMEBUILDER. THE DEVELOPER WILL PLACE SIDEWALKS IN THE RIGHT OF WAY AT STREET INTERSECTIONS AND ACROSS PUBLIC USE PARCELS

PHASING SCHEDULE

VIANSA
- TOTAL ACREAGE = 358.41 AC
- TOTAL LOTS = 122
- ALLOWABLE DENSITY = (770 UNITS)
- GROSS DENSITY = 122 UNITS
- REMAINING UNITS AVAILABLE 770-122=648 UNITS

1ST ADDITION
- TOTAL ACREAGE = 55.53 AC
- TOTAL LOTS = 145
- ALLOWABLE DENSITY = 648 UNITS
- GROSS DENSITY = 145 UNITS
- REMAINING UNITS AVAILABLE 648-145=503 UNITS

2ND ADDITION
- TOTAL ACREAGE = 77.13 AC
- TOTAL LOTS = 182
- ALLOWABLE DENSITY = 503 UNITS
- GROSS DENSITY = 182
- REMAINING UNITS AVAILABLE 503-182=321 UNITS

3RD ADDITION
- TOTAL ACREAGE = 68.99 AC
- TOTAL LOTS = 68
- ALLOWABLE DENSITY = 321 UNITS
- GROSS DENSITY = 68
- REMAINING UNITS AVAILABLE 321-68=253 UNITS

EACH ADDITION WILL BE A REPLAT OF CERTAIN PARCELS LOCATED WITHIN THE ORIGINAL SUBDIVISION. PLEASE SEE INDIVIDUAL ADDITION SHEET FOR SPECIFIC PARCEL INFORMATION. CONSTRUCTION FOR EACH ADDITION WILL COMMENCE UPON APPROVAL OF CONSTUCTION PLANS FOR THAT ADDITION. RESIDENTIAL CONSTRUCTION WILL COMMENCE UPON RECORDING OF THE FINAL PLAT FOR THAT ADDITION. THERE ARE CURRENTLY NO PLANS FOR ANY PUBLIC RECREATION AREAS FOR THIS SUBDIVISION. ANY PUBLIC/OPEN SPACE CONSTRUCTION WILL TAKE PLACE DURING CONSTRUCTION OF THE ADDITION IN WHICH IT APPEARS. ALL CONSTRUCTION AND AS-BUILTS WILL BE PROVIDED PRIOR TO FINAL PLAT APPOVAL OF EACH ADDITION.

SIGNAGE

Signage is limited to two (2) identification signs per subdivision entrance. Additionally, each sign must maintain visual clearance along rights-of-way and at intersections, and is limited to a maximum six (6) feet in height, a maximum 32 sq. ft. area, and a minimum ten (10) feet setback from the right-of-way. A valid Escambia County Sign Permit must be obtained prior to erecting, constructing, altering, or relocating any site signage. For those signs placed on a corner, the side setback will be determined by measuring 35 feet along the intersection of the two public rights-of-way.

MASTER PLAN FOR VIANSA

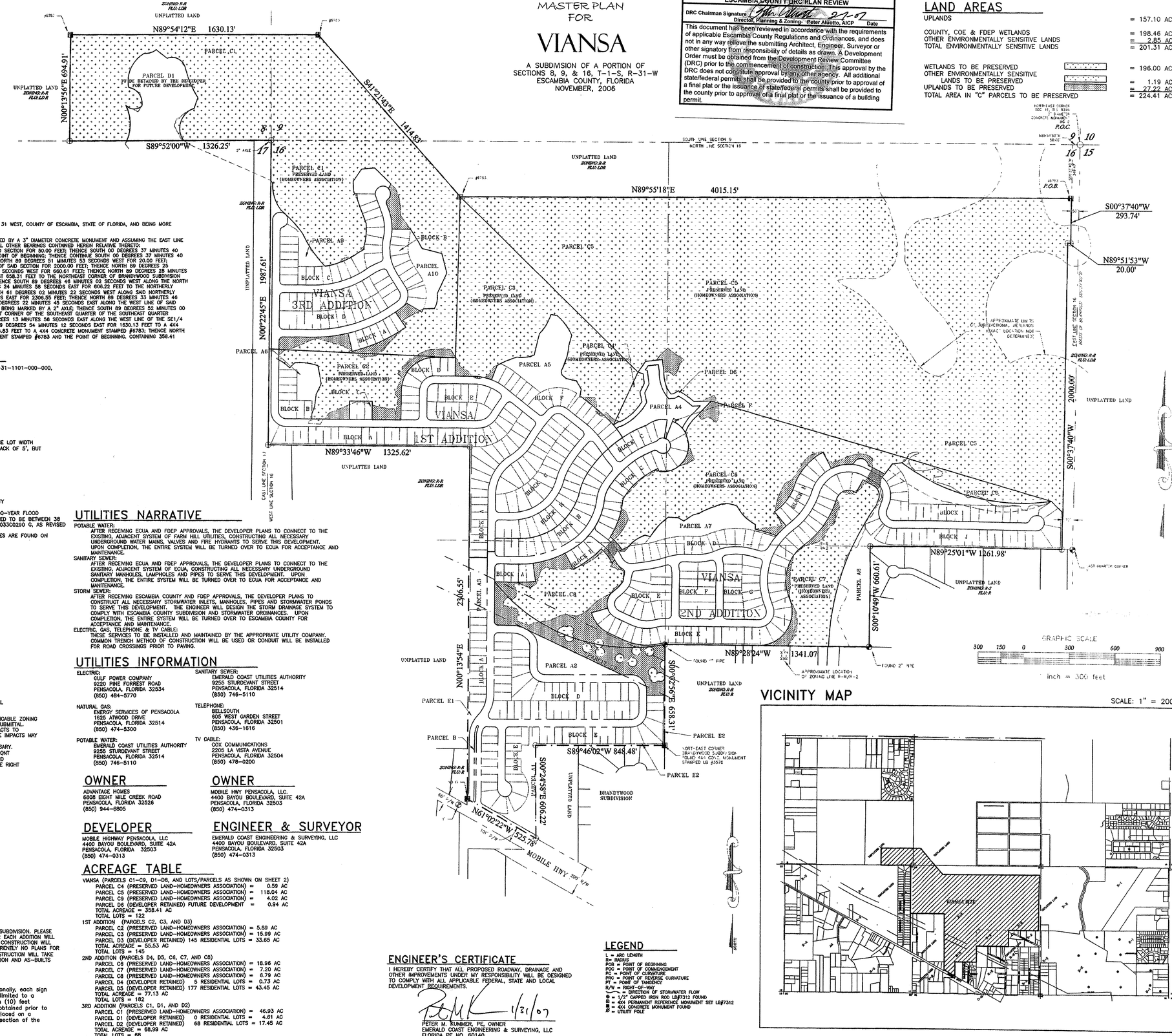
A SUBDIVISION OF A PORTION OF SECTIONS 8, 9, & 16, T-1-S, R-31-W
ESCAMBIA COUNTY, FLORIDA
NOVEMBER, 2006

Approved
ESCAMBIA COUNTY DRC PLAN REVIEW
DRC Chairman Signature: _____ Date: 2-1-07
Director, Planning & Zoning: Peter Aliotto, AICP

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

LAND AREAS

UPLANDS	= 157.10 AC
COUNTY, COE & FDEP WETLANDS	= 198.46 AC
OTHER ENVIRONMENTALLY SENSITIVE LANDS	= 2.85 AC
TOTAL ENVIRONMENTALLY SENSITIVE LANDS	= 201.31 AC
WETLANDS TO BE PRESERVED	= 196.00 AC
OTHER ENVIRONMENTALLY SENSITIVE LANDS TO BE PRESERVED	= 1.19 AC
UPLANDS TO BE PRESERVED	= 27.22 AC
TOTAL AREA IN "C" PARCELS TO BE PRESERVED	= 224.41 AC



UTILITIES NARRATIVE

POTABLE WATER:
AFTER RECEIVING ECUA AND FDEP APPROVALS, THE DEVELOPER PLANS TO CONNECT TO THE EXISTING, ADJACENT SYSTEM OF FARM HILL UTILITIES, CONSTRUCTING ALL NECESSARY UNDERGROUND WATER MAINS, VALVES AND FIRE HYDRANTS TO SERVE THIS DEVELOPMENT. UPON COMPLETION, THE ENTIRE SYSTEM WILL BE TURNED OVER TO ECUA FOR ACCEPTANCE AND MAINTENANCE.

SANITARY SEWER:
AFTER RECEIVING ECUA AND FDEP APPROVALS, THE DEVELOPER PLANS TO CONNECT TO THE EXISTING, ADJACENT SYSTEM OF ECUA, CONSTRUCTING ALL NECESSARY UNDERGROUND SANITARY MANHOLES, LAMPHOLES AND PIPES TO SERVE THIS DEVELOPMENT. UPON COMPLETION, THE ENTIRE SYSTEM WILL BE TURNED OVER TO ECUA FOR ACCEPTANCE AND MAINTENANCE.

STORM SEWER:
AFTER RECEIVING ESCAMBIA COUNTY AND FDEP APPROVALS, THE DEVELOPER PLANS TO CONSTRUCT ALL NECESSARY STORMWATER INLETS, MANHOLES, PIPES AND STORMWATER PONDS TO SERVE THIS DEVELOPMENT. THE ENGINEER WILL DESIGN THE STORM DRAINAGE SYSTEM TO COMPLY WITH ESCAMBIA COUNTY SUBDIVISION AND STORMWATER ORDINANCES. UPON COMPLETION, THE ENTIRE SYSTEM WILL BE TURNED OVER TO ESCAMBIA COUNTY FOR ACCEPTANCE AND MAINTENANCE.

ELECTRIC, GAS, TELEPHONE & TV CABLE:
THESE SERVICES TO BE INSTALLED AND MAINTAINED BY THE APPROPRIATE UTILITY COMPANY. COMMON TRENCH METHOD OF CONSTRUCTION WILL BE USED OR CONDUIT WILL BE INSTALLED FOR ROAD CROSSINGS PRIOR TO PAVING.

UTILITIES INFORMATION

ELECTRIC:
GULF POWER COMPANY
9220 PINE FORREST ROAD
PENSACOLA, FLORIDA 32534
(850) 484-5770

NATURAL GAS:
ENERGY SERVICES OF PENSACOLA
1625 ATWOOD DRIVE
PENSACOLA, FLORIDA 32514
(850) 474-5300

POTABLE WATER:
EMERALD COAST UTILITIES AUTHORITY
9255 STURDEVANT STREET
PENSACOLA, FLORIDA 32514
(850) 746-5110

SANITARY SEWER:
EMERALD COAST UTILITIES AUTHORITY
9255 STURDEVANT STREET
PENSACOLA, FLORIDA 32514
(850) 746-5110

TELEPHONE:
BELLSOUTH
605 WEST GARDEN STREET
PENSACOLA, FLORIDA 32501
(850) 436-1616

TV CABLE:
COX COMMUNICATIONS
2205 LA VISTA AVENUE
PENSACOLA, FLORIDA 32504
(850) 478-0200

OWNER

ADVANTAGE HOMES
6808 EIGHT MILE CREEK ROAD
PENSACOLA, FLORIDA 32526
(850) 944-0805

OWNER

MOBILE HWY PENSACOLA, LLC.
4400 BAYOU BOULEVARD, SUITE 42A
PENSACOLA, FLORIDA 32503
(850) 474-0313

DEVELOPER

MOBILE HIGHWAY PENSACOLA, LLC
4400 BAYOU BOULEVARD, SUITE 42A
PENSACOLA, FLORIDA 32503
(850) 474-0313

ENGINEER & SURVEYOR

EMERALD COAST ENGINEERING & SURVEYING, LLC
4400 BAYOU BOULEVARD, SUITE 42A
PENSACOLA, FLORIDA 32503
(850) 474-0313

ACREAGE TABLE

VIANSA (PARCELS C1-C9, D1-D6, AND LOTS/PARCELS AS SHOWN ON SHEET 2)
- PARCEL C4 (PRESERVED LAND-HOMEOWNERS ASSOCIATION) = 0.59 AC
- PARCEL C5 (PRESERVED LAND-HOMEOWNERS ASSOCIATION) = 118.04 AC
- PARCEL C9 (PRESERVED LAND-HOMEOWNERS ASSOCIATION) = 4.02 AC
- PARCEL D6 (DEVELOPER RETAINED) FUTURE DEVELOPMENT = 0.94 AC
- TOTAL ACREAGE = 358.41 AC
- TOTAL LOTS = 122

1ST ADDITION (PARCELS C2, C3, AND D3)
- PARCEL C2 (PRESERVED LAND-HOMEOWNERS ASSOCIATION) = 5.89 AC
- PARCEL C3 (PRESERVED LAND-HOMEOWNERS ASSOCIATION) = 15.99 AC
- PARCEL D3 (DEVELOPER RETAINED) 145 RESIDENTIAL LOTS = 33.65 AC
- TOTAL ACREAGE = 55.53 AC
- TOTAL LOTS = 145

2ND ADDITION (PARCELS D4, D5, C6, C7, AND C8)
- PARCEL C8 (PRESERVED LAND-HOMEOWNERS ASSOCIATION) = 18.96 AC
- PARCEL C7 (PRESERVED LAND-HOMEOWNERS ASSOCIATION) = 7.20 AC
- PARCEL C6 (PRESERVED LAND-HOMEOWNERS ASSOCIATION) = 8.79 AC
- PARCEL D4 (DEVELOPER RETAINED) 5 RESIDENTIAL LOTS = 0.73 AC
- PARCEL D5 (DEVELOPER RETAINED) 177 RESIDENTIAL LOTS = 43.45 AC
- TOTAL ACREAGE = 77.13 AC
- TOTAL LOTS = 182

3RD ADDITION (PARCELS C1, D1, AND D2)
- PARCEL C1 (PRESERVED LAND-HOMEOWNERS ASSOCIATION) = 46.93 AC
- PARCEL D1 (DEVELOPER RETAINED) 0 RESIDENTIAL LOTS = 4.61 AC
- PARCEL D2 (DEVELOPER RETAINED) 68 RESIDENTIAL LOTS = 17.45 AC
- TOTAL ACREAGE = 68.99 AC
- TOTAL LOTS = 68

ENGINEER'S CERTIFICATE

I HEREBY CERTIFY THAT ALL PROPOSED ROADWAY, DRAINAGE AND OTHER IMPROVEMENTS UNDER MY RESPONSIBILITY WILL BE DESIGNED TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL DEVELOPMENT REQUIREMENTS.

1/31/07

PETER M. KUMMER, PE, OWNER
EMERALD COAST ENGINEERING & SURVEYING, LLC
FLORIDA PE NO. 60140

VICINITY MAP

SCALE: 1" = 2000'

LEGEND

L = ARC LENGTH
R= RADIUS
POC = POINT OF COMMENCEMENT
POB = POINT OF BEGINNING
PC = POINT OF CURVATURE
PRC = POINT OF REVERSE CURVATURE
PT = POINT OF TANGENCY
R/W = RIGHT-OF-WAY
= DIRECTION OF STORMWATER FLOW
= 1/2" CAPPED IRON ROD LB#7312 FOUND
= 4X4 PERMANENT REFERENCE MONUMENT SET LB#7312
= 4X4 CONCRETE MONUMENT FOUND
= UTILITY POLE

REV	DATE	REVISION DESCRIPTION

DESIGNED JNT
DRAWN JNT
DATE 11/06
NOT RELEASED FOR CONSTRUCTION

EMERALD COAST ENGINEERING & SURVEYING, LLC
- engineers - surveyors - land planners -
4400 Bayou Boulevard, Suite 42A
Pensacola, Florida 32503
Florida Certificate of Authorization No. 25848
Office: 850.474.0313
fax: 850.474.4961
www.emeraldcoastllc.com

PETER M. KUMMER
FLORIDA P.E. NO. 60140
1/31/07

MASTER PLAN FOR VIANSA
A SUBDIVISION OF A PORTION OF SECTIONS 8, 9, & 16, T-1-S, R-31-W
ESCAMBIA COUNTY, FLORIDA
NOVEMBER, 2006

RECEIVED
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NWFWMD

ECES NO. E-040211
SHEET 1 OF 6

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MASTER PLAN FOR VIANSA

A SUBDIVISION OF A PORTION OF SECTIONS 8, 9, & 16, T-1-S, R-31-W
ESCAMBIA COUNTY, FLORIDA
NOVEMBER, 2006

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF SECTIONS 8, 9, & 16, TOWNSHIP 1 SOUTH, RANGE 31 WEST, COUNTY OF ESCAMBIA, STATE OF FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTHEAST CORNER OF SAID SECTION 16, SAID CORNER BEING MARKED BY A 3" DIAMETER CONCRETE MONUMENT AND ASSUMING THE EAST LINE OF SAID SECTION 16 AS BEARING SOUTH 00 DEGREES 37 MINUTE 40 SECONDS WEST WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO;
THENCE NORTH 89 DEGREES 51 MINUTES 53 SECONDS WEST ALONG THE NORTH LINE OF SAID SECTION FOR 50.00 FEET; THENCE SOUTH 00 DEGREES 37 MINUTES 40 SECONDS WEST PARALLEL WITH THE EAST LINE OF SAID SECTION FOR 349.47 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00 DEGREES 37 MINUTES 40 SECONDS WEST PARALLEL WITH THE EAST LINE OF SAID SECTION FOR 293.74 FEET; THENCE NORTH 89 DEGREES 51 MINUTES 53 SECONDS WEST FOR 20.00 FEET; THENCE SOUTH 00 DEGREES 37 MINUTES 40 SECONDS WEST PARALLEL WITH THE EAST LINE OF SAID SECTION FOR 2000.00 FEET; THENCE NORTH 89 DEGREES 25 MINUTES 00 SECONDS WEST FOR 1261.98 FEET; THENCE SOUTH 00 DEGREES 10 MINUTES 49 SECONDS WEST FOR 660.61 FEET; THENCE NORTH 89 DEGREES 28 MINUTES 24 SECONDS WEST 1341.07 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 55 SECONDS EAST 658.31 FEET TO THE NORTHEAST CORNER OF BRANDYWOOD SUBDIVISION AS RECORDED IN PLAT BOOK 13 AT PAGE 34 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 89 DEGREES 46 MINUTES 02 SECONDS WEST ALONG THE NORTH LINE OF SAID SUBDIVISION AND ITS EXTENSION FOR 848.48 FEET; THENCE SOUTH 00 DEGREES 24 MINUTES 58 SECONDS EAST FOR 606.22 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF MOBILE HIGHWAY (STATE ROAD NO. 10-A, R/W VARIES); THENCE NORTH 61 DEGREES 02 MINUTES 22 SECONDS WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE FOR 525.78 FEET ; THENCE NORTH 00 DEGREES 13 MINUTES 54 SECONDS EAST FOR 2306.55 FEET; THENCE NORTH 89 DEGREES 33 MINUTES 46 SECONDS WEST FOR 1325.63 FEET TO THE WEST LINE OF SAID SECTION; THENCE NORTH 00 DEGREES 22 MINUTES 45 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION FOR 1988.57 FEET TO THE NORTHWEST CORNER OF SAID SECTION 16, SAID CORNER BEING MARKED BY A 2" AXLE; THENCE SOUTH 89 DEGREES 52 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF SECTION 8 FOR 1326.25 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE1/4 OF THE SE1/4) OF SECTION 8; THENCE DEPARTING SAID SOUTH LINE NORTH 00 DEGREES 13 MINUTES 56 SECONDS EAST ALONG THE WEST LINE OF THE SE1/4 OF THE SE1/4 FOR 694.91 FEET TO A 4X4 CONCRETE MONUMENT STAMPED #5783; NORTH 89 DEGREES 54 MINUTES 12 SECONDS EAST FOR 1630.13 FEET TO A 4X4 CONCRETE MONUMENT; THENCE SOUTH 41 DEGREES 21 MINUTES 43 SECONDS EAST FOR 1414.83 FEET TO A 4X4 CONCRETE MONUMENT STAMPED #5783; THENCE NORTH 89 DEGREES 55 MINUTES 18 SECONDS EAST FOR 4015.15 FEET TO A 4X4 CONCRETE MONUMENT STAMPED #5783 AND THE POINT OF BEGINNING. CONTAINING 358.41 ACRES, MORE OR LESS.

CONSTRUCTION NOTES

1. THE DEVELOPER/CONTRACTOR SHALL INSTALL PRIOR TO THE START OF CONSTRUCTION AND MAINTAIN DURING CONSTRUCTION ALL SEDIMENT CONTROL MEASURES AS REQUIRED TO RETAIN ALL SEDIMENTS ON THE SITE. IMPROPER SEDIMENT CONTROL MEASURES MAY RESULT IN CODE ENFORCEMENT VIOLATION.
2. RETENTION/DETENTION AREAS SHALL BE SUBSTANTIALLY COMPLETE PRIOR TO ANY CONSTRUCTION ACTIVITIES THAT MAY INCREASE STORMWATER RUNOFF RATES. THE DEVELOPER/CONTRACTOR SHALL CONTROL STORMWATER DURING ALL PHASES OF CONSTRUCTION.
3. NOTIFY SUNSHINE UTILITIES 48 HOURS IN ADVANCE PRIOR TO DIGGING WITHIN R/W; 1-800-432-4770.
4. TO COMPLY WITH NPDES REQUIREMENTS, ALL EROSION CONTROL MEASURES SHALL BE INSPECTED AFTER EACH 1/4" RAINFALL EVENT OR AT LEAST WEEKLY. THE CONTRACTOR SHALL DOCUMENT SUCH INSPECTIONS AND EROSION CONTROL MAINTENANCE EFFORTS; INSPECTION RECORDS SHALL BE PROVIDED TO THE NPDES PERMIT APPLICANT FOR PROPER REPORTING TO FDEP.
5. IN ORDER TO PROTECT WETLANDS FROM THE ACTIVITIES AND IMPACTS OF DEVELOPMENT, NO LAND DISTURBANCE SHALL OCCUR IN AREAS DESIGNATED AS WETLANDS AND/OR WETLAND BUFFERS, UNLESS OTHERWISE NOTED ON THE PLAT.
6. THE PROJECT ENGINEER (ENGINEER OF RECORD) SHALL PROVIDE TO ESCAMBIA COUNTY "AS-BUILT" RECORD DRAWINGS FOR VERIFICATION AND APPROVAL BY ESCAMBIA COUNTY ONE WEEK PRIOR TO REQUESTING A FINAL INSPECTION. OR PROVIDE "AS-BUILT" CERTIFICATION THAT THE PROJECT CONSTRUCTION ADHERES TO THE PERMITTED PLANS SPECIFICATIONS. THE "AS-BUILT" CERTIFICATION OR THE "AS-BUILT" RECORD DRAWINGS MUST BE SIGNED, SEALED AND DATED BY A REGISTERED FLORIDA PROFESSIONAL ENGINEER.
7. CONTRACTOR SHALL MAINTAIN RECORD DRAWINGS DURING CONSTRUCTION WHICH SHOW AS-BUILT CONDITIONS OF ALL WORK INCLUDING PIPING, DRAINAGE STRUCTURES, TOPO OF PONDS, OUTLET STRUCTURES, DIMENSIONS, ELEVATIONS, GRADING, ETC. RECORD DRAWINGS SHALL BE PROVIDED TO THE ENGINEER OF RECORD PRIOR TO REQUESTING FINAL INSPECTION.
8. ALL DISTURBED AREAS WHICH ARE NOT PAVED SHALL BE STABILIZED WITH SEEDING, FERTILIZER AND MULCH, HYDROSEED AND/OR SOD.
9. ALL NEW BUILDING ROOF DRAINS, DOWN SPOUTS, OR GUTTERS SHALL BE ROUTED TO CARRY ALL STORMWATER TO RETENTION/DETENTION AREAS.
10. DEVELOPER/CONTRACTOR/HOME OWNERS ASSOCIATION SHALL RESHAPE PER PLAN SPECIFICATIONS, CLEAN OUT ACCUMULATED SILT, AND STABILIZE RETENTION/DETENTION PONDS AT THE END OF CONSTRUCTION WHEN ALL DISTURBED AREAS HAVE BEEN STABILIZED AND AT THE END OF THE TWO YEAR WARRANTY PERIOD.
11. NO DEVIATIONS OR REVISIONS FROM THESE PLANS BY THE CONTRACTOR SHALL BE ALLOWED WITHOUT PRIOR APPROVAL FROM BOTH THE DESIGN ENGINEER AND ESCAMBIA COUNTY. ANY DEVIATIONS MAY RESULT IN DELAYS IN COUNTY ACCEPTANCE OF IMPROVEMENTS.

SITE DATA/SUBDIVISION NOTES

1. THIS SITE LIES WITHIN SECTIONS 8, 9, & 16, T-1-S, R-31-W, PARCEL #'S 16-1S-31-1101-000-000, 16-1S-31-1101-000-002, & 16-1S-31-1102-000-000
2. TOTAL PHASE AREA = 358.41 ACRES
   PARCELS C1-C9 (PRESERVED) = 224.41 AC
3. DEVELOPMENT CONSISTS OF 122 SINGLE FAMILY DETACHED RESIDENTIAL LOTS.
   RESIDENTIAL DENSITY = 770 UNITS
4. TYPICAL LOT SIZE = 50' X 120'
5. CURRENT ZONING = R-4R & R-2
   DUE TO DENSITY CLUSTERING, R-3 SITE REQUIREMENTS WILL GOVERN
   FUTURE LAND USE: R & LDR
6. IMPERVIOUS LOT COVERAGE SHALL NOT EXCEED 70%
7. BUILDING SETBACK LINE (BSL) REQUIREMENTS:
   FRONT = 20'
   REAR = 15'
   SIDE = THE MINIMUM SIDE YARD ON EACH SIDE SHALL BE TEN PERCENT OF THE LOT WIDTH MEASURED AT THE FRONT BUILDING SETBACK, WITH A MINIMUM SIDE SETBACK OF 5', BUT NOT TO EXCEED 15'
   SIDE STREET = 15'
8. MINIMUM LOT WIDTH AT FRONT BSL = 40'
   MINIMUM LOT WIDTH AT R/W = 40'
   MINIMUM LOT WIDTH AT R/W FOR CUL-DE-SACS = 20'
9. MAXIMUM BUILDING HEIGHT = 35'
10. JURISDICTIONAL WETLAND LINES WERE DELINEATED BY EDMISTEN & ASSOCIATES, INC. IN NOVEMBER, 2004.
11. THE DEVELOPER WILL OBTAIN THE NECESSARY COE, DEP, ECUA AND ESCAMBIA COUNTY PERMITS AND APPROVALS PRIOR TO CONSTRUCTION.
12. THIS SUBDIVISION LIES WITHIN FLOOD ZONE "X" AREA DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN AND ZONE "AE" AREAS WHERE BASE FLOOD ELEVATIONS HAVE BEEN DETERMINED TO BE BETWEEN 38 AND 46 FEET, ACCORDING TO THE FEMA FLOOD INSURANCE RATE MAP, MAP NO. 12033C0290 G, AS REVISED SEPTEMBER 29, 2006, COMMUNITY NUMBER 120080, PANEL NO. 0290 G.
13. ACCORDING TO THE 1960 ESCAMBIA COUNTY SOIL SURVEY, THE FOLLOWING SOIL TYPES ARE FOUND ON THIS SITE:
    Ea = EUSTIS LOAMY FINE SAND, GENTLY SLOPING PHASE
    Eb = EUSTIS LOAMY SAND, LEVEL PHASE
    Ef = EUSTIS LOAMY SAND, VERY GENTLY SLOPING PHASE
    Hb = HUCKABEE LOAMY FINE SAND, VERY GENTLY SLOPING PHASE
    Kb = KALMIA FINE SAND LOAM VERY GENTLY SLOPING PHASE
    La = LAKELAND LOMY FINE SAND, LEVEL PHASE
    Lf = LAKELAND LOAMY SAND, VERY GENTLY SLOPING PHASE
    Lg = LAKELAND LOAMY SAND, GENTLY SLOPING PHASES
    Ls = LAKELAND, RUSTON, AND NORFOLK SOILS, GENTLY SLOPING PHASES
    Lr = LAKELAND, RUSTON, AND NORFOLK SOILS, ERODED SLOPING PHASES
    Ms = MIXED ALLUVIAL LAND, POORLY DRAINED
    Md = MYATT VERY FINE SANDY LOAM, LEVEL PHASE
    Me = MYATT VERY FINE SANDY LOAM, LEVEL PHASE
    Nb = NORFOLK FINE SANDY LOAM, LEVEL PHASE
    Nb = NORFOLK FINE SANDY LOAM, VERY GENTLY SLOPING PHASE
    Nc = NORFOLK FINE SANDY LOAM, GENTLY SLOPING PHASE
    Pa = PAMLICO MUCK
    Pd = PLUMMER LOAMY SAND, LEVEL PHASE
    Pe = PLUMMER LOAMY SAND, VERY GENTLY SLOPING PHASE
    Rk = RUSTON FINE SANDY LOAM, VERY GENTLY SLOPING PHASE
14. ALL R/W INTERSECTIONS SHALL HAVE A 25' RADIUS
15. STREETS SHALL BE DEDICATED TO ESCAMBIA COUNTY ON THE FINAL PLAT
16. ALL STORMWATER AREAS AND FACILITIES WILL BE MAINTAINED BY ESCAMBIA COUNTY. ALL DRAINAGE EASEMENTS WILL FAVOR ESCAMBIA COUNTY. ALL DEDICATIONS WILL BE MADE ON THE FINAL PLAT.
17. ALL UTILITY EASEMENTS WILL FAVOR ECUA. ALL DEDICATIONS WILL BE MADE ON THE FINAL PLAT.
18. RESTRICTIVE COVENANTS AND NECESSARY HOMEOWNER'S ASSOCIATION DOCUMENTS WILL BE SUBMITTED PRIOR TO THE RECORDING OF THE FINAL PLAT.
19. NO HERITAGE OR CHAMPION TREES ON SITE.
20. SIDEWALKS TO BE PLACED IN A SIDEWALK EASEMENT, BEING 5' ADJACENT TO THE FRONT RIGHT OF WAY. ALL SIDEWALKS TO BE A MINIMUM OF 4' IN WIDTH AND PLACED AND CONSTRUCTED BY THE HOMEBUILDER. THE DEVELOPER WILL PLACE SIDEWALKS IN THE RIGHT OF WAY AT STREET INTERSECTIONS AND ACROSS PUBLIC USE PARCELS
21. LOTS 1-12, BLOCK A, AND LOTS 1-5, BLOCK D SHALL BE CONSTRUCTED WITH A "T"-TYPE DRIVEWAY. LOTS 30-36, BLOCK E SHALL HAVE A 1' NON-ACCESS EASEMENT ALONG THE REAR OF THE PROPERTY
22. ALL PHASES OF THIS MASTER PLAN SHALL BE APPROVED IN ACCORDANCE WITH APPLICABLE ZONING AND LAND USE REGULATIONS IN EFFECT AT THE TIME OF EACH PRELIMINARY PLAT SUBMITTAL.
23. APPROVAL OF THIS MASTER PLAN DOES NOT APPROVE OR IMPLY APPROVAL OF IMPACTS TO ENVIRONMENTALLY SENSITIVE LANDS. COUNTY APPROVAL OF MINIMIZED, UNAVOIDABLE IMPACTS MAY BE GRANTED WITH THE APPROVAL OF EACH PHASE.

UTILITIES NARRATIVE

POTABLE WATER:
AFTER RECEIVING ECUA AND FDEP APPROVALS, THE DEVELOPER PLANS TO CONNECT TO THE EXISTING, ADJACENT SYSTEM OF FARM HILL UTILITIES, CONSTRUCTING ALL NECESSARY UNDERGROUND WATER MAINS, VALVES AND FIRE HYDRANTS TO SERVE THIS DEVELOPMENT. UPON COMPLETION, THE ENTIRE SYSTEM WILL BE TURNED OVER TO ECUA FOR ACCEPTANCE AND MAINTENANCE.

SANITARY SEWER:
AFTER RECEIVING ECUA AND FDEP APPROVALS, THE DEVELOPER PLANS TO CONNECT TO THE EXISTING, ADJACENT SYSTEM OF ECUA, CONSTRUCTING ALL NECESSARY UNDERGROUND SANITARY MANHOLES, LAMPHOLES AND PIPES TO SERVE THIS DEVELOPMENT. UPON COMPLETION, THE ENTIRE SYSTEM WILL BE TURNED OVER TO ECUA FOR ACCEPTANCE AND MAINTENANCE.

STORM SEWER:
AFTER RECEIVING ESCAMBIA COUNTY AND FDEP APPROVALS, THE DEVELOPER PLANS TO CONSTRUCT ALL NECESSARY STORMWATER INLETS, MANHOLES, PIPES AND STORMWATER PONDS TO SERVE THIS DEVELOPMENT. THE ENGINEER WILL DESIGN THE STORM DRAINAGE SYSTEM TO COMPLY WITH ESCAMBIA COUNTY SUBDIVISION AND STORMWATER ORDINANCES. UPON COMPLETION, THE ENTIRE SYSTEM WILL BE TURNED OVER TO ESCAMBIA COUNTY FOR ACCEPTANCE AND MAINTENANCE.

ELECTRIC, GAS, TELEPHONE & TV CABLE:
THESE SERVICES TO BE INSTALLED AND MAINTAINED BY THE APPROPRIATE UTILITY COMPANY. COMMON TRENCH METHOD OF CONSTRUCTION WILL BE USED OR CONDUIT WILL BE INSTALLED FOR ROAD CROSSINGS PRIOR TO PAVING.

BENCHMARK DESCRIPTIONS

BM #537-3-2 EL = 115.98'
NAIL SET IN THE NORTHWEST SIDE OF 22" OAK TREE

BM #537-3-4 EL = 103.33'
NAIL SET IN THE NORTHWEST SIDE OF 12" PIPE

BM #537-3-5 EL = 99.23'
NAIL SET IN THE WEST FACE OF 18" OAK TREE

BM #537-3-9 EL = 104.49"
NAIL SET IN THE WEST FACE OF 18" OAK TREE

BM #537-24-A EL = 97.16'
#4 REBAR AT PC

BM #537-24-B EL = 73.99'
#4 REBAR AT PRC

BM #537-24-C EL = 69.26'
SET HUB & TACK

SIGNAGE

Signage is limited to two (2) identification signs per subdivision entrance. Additionally, each sign must maintain visual clearance along rights-of-way and at intersections, and is limited to a maximum six (6) feet in height, a maximum 32 sq. ft. area, and a minimum ten (10) feet setback from the right-of-way. A valid Escambia County Sign Permit must be obtained prior to erecting, constructing, altering, or relocating any site signage. For those signs placed on a corner, the side setback will be determined by measuring 35 feet along the intersection of the two public rights-of-way.

UTILITIES INFORMATION

ELECTRIC:
GULF POWER COMPANY
9220 PINE FORREST ROAD
PENSACOLA, FLORIDA 32534
(850) 484-8770

NATURAL GAS:
ENERGY SERVICES OF PENSACOLA
1625 ATWOOD DRIVE
PENSACOLA, FLORIDA 32514
(850) 474-5300

POTABLE WATER:
EMERALD COAST UTILITIES AUTHORITY
9255 STURDEVANT STREET
PENSACOLA, FLORIDA 32514
(850) 746-5110

SANITARY SEWER:
EMERALD COAST UTILITIES AUTHORITY
9255 STURDEVANT STREET
PENSACOLA, FLORIDA 32514
(850) 746-5110

TELEPHONE:
BELLSOUTH
605 WEST GARDEN STREET
PENSACOLA, FLORIDA 32501
(850) 436-1616

TV CABLE:
COX COMMUNICATIONS
2205 LA VISTA AVENUE
PENSACOLA, FLORIDA 32504
(850) 478-0200

GRAPHIC SCALE
300 150 0 300 600 900
1 inch = 300 feet

OWNER

ADVANTAGE HOMES
6808 EIGHT MILE CREEK ROAD
PENSACOLA, FLORIDA 32526
(850) 944-6805

DEVELOPER

MOBILE HIGHWAY PENSACOLA, LLC
4400 BAYOU BOULEVARD, SUITE 42A
PENSACOLA, FLORIDA 32503
(850) 474-0313

OWNER

MOBILE HWY PENSACOLA, LLC.
4400 BAYOU BOULEVARD, SUITE 42A
PENSACOLA, FLORIDA 32503
(850) 474-0313

ENGINEER & SURVEYOR

EMERALD COAST ENGINEERING & SURVEYING, LLC
4400 BAYOU BOULEVARD, SUITE 42A
PENSACOLA, FLORIDA 32503
(850) 474-0313

ENGINEER'S CERTIFICATE

I HEREBY CERTIFY THAT ALL PROPOSED ROADWAY, DRAINAGE AND OTHER IMPROVEMENTS UNDER MY RESPONSIBILITY WILL BE DESIGNED TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL DEVELOPMENT REQUIREMENTS.

PETER M. KUMMER, PE, OWNER
EMERALD COAST ENGINEERING & SURVEYING, LLC
FLORIDA PE NO. 60140

LEGEND

L = ARC LENGTH
R= RADIUS
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
PC = POINT OF CURVATURE
PRC = POINT OF REVERSE CURVATURE
PT = POINT OF TANGENCY
R/W = RIGHT-OF-WAY
= DIRECTION OF STORMWATER FLOW
● = 1/2" CAPPED IRON ROD LB#7312 FOUND
■ = 4X4 PERMANENT REFERENCE MONUMENT SET LB#7312
■ = 4X4 CONCRETE MONUMENT FOUND
⊕ = UTILITY POLE

APPROVED
DRC
2/07/07

RECEIVED
DEC 21 2007
NWFWMD

REV	DATE	REVISION DESCRIPTION

DESIGNED JNT
DRAWN JNT
DATE 11/06
NOT RELEASED FOR CONSTRUCTION

EMERALD COAST ENGINEERING & SURVEYING, LLC
- engineers - surveyors - land planners -
4400 Bayou Boulevard, Suite 42A
Pensacola, Florida 32503
Office: 850.474.0313
fax: 850.474.4961
www.emeraldcoastllc.com
Florida Certificate of Authorization No. 25848

PETER M. KUMMER
FLORIDA PE NO. 60140

MASTER PLAN FOR VIANSA
A SUBDIVISION OF A PORTION OF SECTIONS 8, 9, & 16, T-1-S, R-31-W
ESCAMBIA COUNTY, FLORIDA
NOVEMBER, 2006

ECES NO. E-040211
SHEET 2 OF 6

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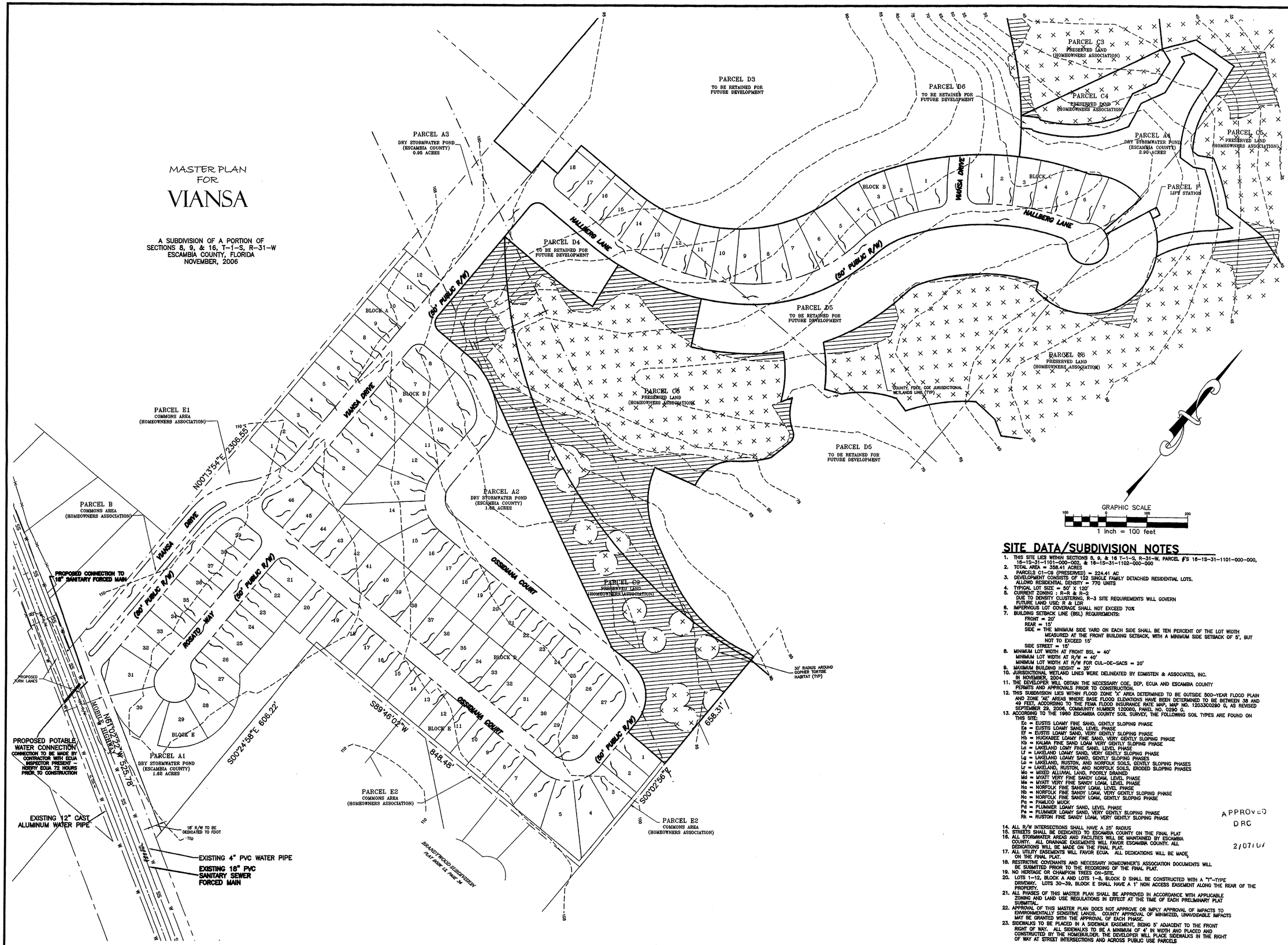
MASTER PLAN
FOR
VIANSA

A SUBDIVISION OF A PORTION OF
SECTIONS 8, 9, & 16, T-1-S, R-31-W
ESCAMBIA COUNTY, FLORIDA
NOVEMBER, 2006



SITE DATA/SUBDIVISION NOTES

1. THIS SITE LIES WITHIN SECTIONS 8, 9, & 16 T-1-S, R-31-W, PARCEL #'S 16-1S-31-1101-000-000, 16-1S-31-1101-000-002, & 16-1S-31-1102-000-000
2. TOTAL AREA = 358.41 ACRES
   PARCELS C1-C6 (PRESERVED) = 224.41 AC
3. DEVELOPMENT CONSISTS OF 122 SINGLE FAMILY DETACHED RESIDENTIAL LOTS.
   ALLOWD RESIDENTIAL DENSITY = 770 UNITS
4. TYPICAL LOT SIZE = 50' X 120'
5. CURRENT ZONING : R-R & R-2
   DUE TO DENSITY CLUSTERING, R-3 SITE REQUIREMENTS WILL GOVERN
   FUTURE LAND USE: R & LDR
6. IMPERVIOUS LOT COVERAGE SHALL NOT EXCEED 70%
7. BUILDING SETBACK LINE (BSL) REQUIREMENTS:
   FRONT = 20'
   REAR = 15'
   SIDE = THE MINIMUM SIDE YARD ON EACH SIDE SHALL BE TEN PERCENT OF THE LOT WIDTH MEASURED AT THE FRONT BUILDING SETBACK, WITH A MINIMUM SIDE SETBACK OF 5', BUT NOT TO EXCEED 15'
   SIDE STREET = 15'
8. MINIMUM LOT WIDTH AT FRONT BSL = 40'
   MINIMUM LOT WIDTH AT R/W = 40'
   MINIMUM LOT WIDTH AT R/W FOR CUL-DE-SACS = 20'
9. MAXIMUM BUILDING HEIGHT = 35'
10. JURISDICTIONAL WETLAND LINES WERE DELINEATED BY EDMISTEN & ASSOCIATES, INC. IN NOVEMBER, 2004.
11. THE DEVELOPER WILL OBTAIN THE NECESSARY COE, DEP, ECUA AND ESCAMBIA COUNTY PERMITS AND APPROVALS PRIOR TO CONSTRUCTION.
12. THIS SUBDIVISION LIES WITHIN FLOOD ZONE "X" AREA DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN AND ZONE "AE" AREAS WHERE BASE FLOOD ELEVATIONS HAVE BEEN DETERMINED TO BE BETWEEN 38 AND 49 FEET, ACCORDING TO THE FEMA FLOOD INSURANCE RATE MAP, MAP NO. 12033C0290 G, AS REVISED SEPTEMBER 29, 2006, COMMUNITY NUMBER 120080, PANEL NO. 0290 G.
13. ACCORDING TO THE 1960 ESCAMBIA COUNTY SOIL SURVEY, THE FOLLOWING SOIL TYPES ARE FOUND ON THIS SITE:
    - Ec = EUSTIS LOAMY FINE SAND, GENTLY SLOPING PHASE
    - Es = EUSTIS LOAMY SAND, LEVEL PHASE
    - Ef = EUSTIS LOAMY SAND, VERY GENTLY SLOPING PHASE
    - Hb = HUCKABEE LOAMY FINE SAND, VERY GENTLY SLOPING PHASE
    - Ko = KALMIA FINE SAND LOAM VERY GENTLY SLOPING PHASE
    - Ld = LAKELAND LOMY FINE SAND, LEVEL PHASE
    - Lf = LAKELAND LOAMY SAND, VERY GENTLY SLOPING PHASE
    - Lg = LAKELAND LOAMY SAND, GENTLY SLOPING PHASES
    - Ls = LAKELAND, RUSTON, AND NORFOLK SOILS, GENTLY SLOPING PHASES
    - Lr = LAKELAND, RUSTON, AND NORFOLK SOILS, ERODED SLOPING PHASES
    - Mo = MIXED ALLUVIAL LAND, POORLY DRAINED
    - Md = MYATT VERY FINE SANDY LOAM, LEVEL PHASE
    - Ma = MYATT VERY FINE SANDY LOAM, LEVEL PHASE
    - No = NORFOLK FINE SANDY LOAM, LEVEL PHASE
    - Nb = NORFOLK FINE SANDY LOAM, VERY GENTLY SLOPING PHASE
    - Nc = NORFOLK FINE SANDY LOAM, GENTLY SLOPING PHASE
    - Pa = PAMLICO MUCK
    - Pd = PLUMMER LOAMY SAND, LEVEL PHASE
    - Pe = PLUMMER LOAMY SAND, VERY GENTLY SLOPING PHASE
    - Rk = RUSTON FINE SANDY LOAM, VERY GENTLY SLOPING PHASE
14. ALL R/W INTERSECTIONS SHALL HAVE A 25' RADIUS
15. STREETS SHALL BE DEDICATED TO ESCAMBIA COUNTY ON THE FINAL PLAT
16. ALL STORMWATER AREAS AND FACILITIES WILL BE MAINTAINED BY ESCAMBIA COUNTY. ALL DRAINAGE EASEMENTS WILL FAVOR ESCAMBIA COUNTY. ALL DEDICATIONS WILL BE MADE ON THE FINAL PLAT.
17. ALL UTILITY EASEMENTS WILL FAVOR ECUA. ALL DEDICATIONS WILL BE MADE ON THE FINAL PLAT.
18. RESTRICTIVE COVENANTS AND NECESSARY HOMEOWNER'S ASSOCIATION DOCUMENTS WILL BE SUBMITTED PRIOR TO THE RECORDING OF THE FINAL PLAT.
19. NO HERITAGE OR CHAMPION TREES ON-SITE.
20. LOTS 1-12, BLOCK A AND LOTS 1-8, BLOCK D SHALL BE CONSTRUCTED WITH A "T"-TYPE DRIVEWAY. LOTS 30-39, BLOCK E SHALL HAVE A 1' NON ACCESS EASEMENT ALONG THE REAR OF THE PROPERTY.
21. ALL PHASES OF THIS MASTER PLAN SHALL BE APPROVED IN ACCORDANCE WITH APPLICABLE ZONING AND LAND USE REGULATIONS IN EFFECT AT THE TIME OF EACH PRELIMINARY PLAT SUBMITTAL.
22. APPROVAL OF THIS MASTER PLAN DOES NOT APPROVE OR IMPLY APPROVAL OF IMPACTS TO ENVIRONMENTALLY SENSITIVE LANDS. COUNTY APPROVAL OF MINIMIZED, UNAVOIDABLE IMPACTS MAY BE GRANTED WITH THE APPROVAL OF EACH PHASE.
23. SIDEWALKS TO BE PLACED IN A SIDEWALK EASEMENT, BEING 5' ADJACENT TO THE FRONT RIGHT OF WAY. ALL SIDEWALKS TO BE A MINIMUM OF 4' IN WIDTH AND PLACED AND CONSTRUCTED BY THE HOMEBUILDER. THE DEVELOPER WILL PLACE SIDEWALKS IN THE RIGHT OF WAY AT STREET INTERSECTIONS AND ACROSS PUBLIC USE PARCELS

APPROVED
DRC
2/07/07

RECEIVED
DEC 21 2007
NWFWMD

REV	DATE	REVISION DESCRIPTION

DESIGNED JNT
DRAWN JNT
DATE 11/06
NOT RELEASED FOR CONSTRUCTION

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- engineers - surveyors - land planners -
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Pensacola, Florida 32503
Office: 850.474.0313
fax: 850.474.4961
www.emeraldcoastllc.com
Florida Certificate of Authorization No. 25848

1/31/07
PETER M. KINMAN
FLORIDA PE NO. 65140

MASTER PLAN FOR VIANSA
A SUBDIVISION OF A PORTION OF SECTIONS 8, 9, & 16, T-1-S, R-31-W
ESCAMBIA COUNTY, FLORIDA
NOVEMBER, 2006

ECES NO.	SHEET
E-040211	3 OF 6

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MASTER PLAN
FOR
VIANSA

A SUBDIVISION OF A PORTION OF
SECTIONS 8, 9, & 16, T-1-S, R-31-W
ESCAMBIA COUNTY, FLORIDA
NOVEMBER, 2006

VIANSA
1ST ADDITION

BEING A RESUBDIVISION OF PARCELS
C2, C3, AND D3, VIANSA
ESCAMBIA COUNTY, FLORIDA
NOVEMBER, 2006

KEY MAP
NOT TO SCALE

PRIVATE PARCEL (DEVELOPER) TO BUFFER TO BE MAINTAINED ALONG WEST BOUNDARY OF DEVELOPMENT

VIANSA

PARCEL D2
TO BE RETAINED BY DEVELOPER FOR FUTURE DEVELOPMENT

PARCEL C1
PRESERVED LAND
(HOMEOWNERS ASSOCIATION)

PARCEL C2
PRESERVED LAND
(HOMEOWNERS ASSOCIATION)
JURISDICTIONAL WETLANDS TO BE PRESERVED (TYP.)

PARCEL C3
PRESERVED LAND
(HOMEOWNERS ASSOCIATION)

PARCEL A6
DRY STORMWATER POND
(ESCAMBIA COUNTY)
0.92 ACRES
(PUBLIC)

PARCEL A5
DRY STORMWATER POND
(ESCAMBIA COUNTY)
2.73 ACRES
(PUBLIC)

JURISDICTIONAL WETLANDS TO BE PRESERVED (TYP.)

COE/DEP JURISDICTIONAL LINE

IAN FORD WAY (50' PUBLIC R/W)

ARNEIS PLACE (50' PUBLIC R/W)

VIANSA DRIVE (50' PUBLIC R/W)

HAGOPIAN WAY (50' PUBLIC R/W)

BLOCK A
BLOCK B
BLOCK C
BLOCK D
BLOCK E
BLOCK F
BLOCK G
BLOCK H

N89°33'46"W 1325.63'

N00°13'54"E 2306.55'

PARCEL G3
COMMON AREA
(HOMEOWNERS ASSOCIATION)

PARCEL G3
COMMON AREA
(HOMEOWNERS ASSOCIATION)

GRAPHIC SCALE
100 0 100 200
1 inch = 100 feet

SITE DATA/SUBDIVISION NOTES

1. THIS SITE LIES WITHIN SECTIONS 8, 9, & 16 T-1-S, R-31-W, PARCEL #'S 18-1S-31-1101-000-000, 16-1S-31-1101-000-002,& 16-1S-31-1102-000-000
2. PARCELS C2 & C3 (PRESERVED) = 21.86 AC
   PARCEL D3 = 33.65 AC
   TOTAL 1ST ADDITION AREA = 55.53 ACRES
3. DEVELOPMENT CONSISTS OF 146 SINGLE FAMILY DETACHED RESIDENTIAL LOTS.
   ALLOWABLE RESIDENTIAL DENSITY = 770 UNITS
4. TYPICAL LOT SIZE = 50' X 120'
5. CURRENT ZONING : R-1, R & R-2
   DUE TO DENSITY CLUSTERING, R-3 SITE REQUIREMENTS WILL GOVERN
   FUTURE LAND USE: R & LDR
6. IMPERVIOUS LOT COVERAGE SHALL NOT EXCEED 70%
7. BUILDING SETBACK LINE (BSL) REQUIREMENTS:
   FRONT = 20'
   REAR = 15'
   SIDE = THE MINIMUM SIDE YARD ON EACH SIDE SHALL BE TEN PERCENT OF THE LOT WIDTH MEASURED AT THE FRONT BUILDING SETBACK, WITH A MINIMUM SIDE SETBACK OF 5', BUT NOT TO EXCEED 15'
   SIDE STREET = 15'
8. MINIMUM LOT WIDTH AT FRONT BSL = 40'
   MINIMUM LOT WIDTH AT R/W = 40'
   MINIMUM LOT WIDTH AT R/W FOR CUL-DE-SACS = 20'
9. MAXIMUM BUILDING HEIGHT = 35'
10. JURISDICTIONAL WETLAND LINES WERE DELINEATED BY EDMISTEN & ASSOCIATES, INC. IN NOVEMBER, 2004.
11. THE DEVELOPER WILL OBTAIN THE NECESSARY COE, DEP, ECUA AND ESCAMBIA COUNTY PERMITS AND APPROVALS PRIOR TO CONSTRUCTION.
12. THIS SUBDIVISION LIES WITHIN FLOOD ZONE "X" AREA DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN AND ZONE "AE" AREAS WHERE BASE FLOOD ELEVATIONS HAVE BEEN DETERMINED TO BE BETWEEN 36 AND 49 FEET, ACCORDING TO THE FEMA FLOOD INSURANCE RATE MAP, MAP NO. 1203300290 G, AS REVISED SEPTEMBER 29, 2006, COMMUNITY NUMBER 120080, PANEL NO. 0290 G.
13. ACCORDING TO THE 1960 ESCAMBIA COUNTY SOIL SURVEY, THE FOLLOWING SOIL TYPES ARE FOUND ON THIS SITE:
    Eo = EUSTIS LOAMY FINE SAND, GENTLY SLOPING PHASE
    Es = EUSTIS LOAMY SAND, LEVEL PHASE
    Et = EUSTIS LOAMY SAND, VERY GENTLY SLOPING PHASE
    Hb = HUCKABEE LOAMY FINE SAND, VERY GENTLY SLOPING PHASE
    Kh = KALMIA FINE SAND LOAM VERY GENTLY SLOPING PHASE
    La = LAKELAND LOAMY FINE SAND, LEVEL PHASE
    Lf = LAKELAND LOAMY SAND, VERY GENTLY SLOPING PHASE
    Lg = LAKELAND LOAMY SAND, GENTLY SLOPING PHASES
    Lo = LAKELAND, RUSTON, AND NORFOLK SOILS, GENTLY SLOPING PHASES
    Lr = LAKELAND, RUSTON, AND NORFOLK SOILS, ERODED SLOPING PHASES
    Ma = MIXED ALLUVIAL LAND, POORLY DRAINED
    Md = MYATT VERY FINE SANDY LOAM, LEVEL PHASE
    Me = MYATT VERY FINE SANDY LOAM, LEVEL PHASE
    Nd = NORFOLK FINE SANDY LOAM, LEVEL PHASE
    Nb = NORFOLK FINE SANDY LOAM, VERY GENTLY SLOPING PHASE
    No = NORFOLK FINE SANDY LOAM, GENTLY SLOPING PHASE
    Pc = PAMLICO MUCK
    Pd = PLUMMER LOAMY SAND, LEVEL PHASE
    Pe = PLUMMER LOAMY SAND, VERY GENTLY SLOPING PHASE
    Rk = RUSTON FINE SANDY LOAM, VERY GENTLY SLOPING PHASE
14. ALL R/W INTERSECTIONS SHALL HAVE A 25' RADIUS
15. STREETS SHALL BE DEDICATED TO ESCAMBIA COUNTY ON THE FINAL PLAT
16. ALL STORMWATER AREAS AND FACILITIES WILL BE MAINTAINED BY ESCAMBIA COUNTY. ALL DRAINAGE EASEMENTS WILL FAVOR ESCAMBIA COUNTY. ALL DEDICATIONS WILL BE MADE ON THE FINAL PLAT.
17. ALL UTILITY EASEMENTS WILL FAVOR ECUA. ALL DEDICATIONS WILL BE MADE ON THE FINAL PLAT.
18. RESTRICTIVE COVENANTS AND NECESSARY HOMEOWNER'S ASSOCIATION DOCUMENTS WILL BE SUBMITTED PRIOR TO THE RECORDING OF THE FINAL PLAT.
19. NO HERITAGE OR CHAMPION TREES ON-SITE.
20. ALL PHASES OF THIS MASTER PLAN SHALL BE APPROVED IN ACCORDANCE WITH APPLICABLE ZONING AND LAND USE REGULATIONS IN EFFECT AT THE TIME OF EACH PRELIMINARY PLAT SUBMITTAL.
21. APPROVAL OF THIS MASTER PLAN DOES NOT APPROVE OR IMPLY APPROVAL OF IMPACTS TO ENVIRONMENTALLY SENSITIVE LANDS. COUNTY APPROVAL OF MINIMIZED, UNAVOIDABLE IMPACTS MAY BE GRANTED WITH THE APPROVAL OF EACH PHASE.
22. SIDEWALKS TO BE PLACED IN A SIDEWALK EASEMENT, BEING 5' ADJACENT TO THE FRONT RIGHT OF WAY. ALL SIDEWALKS TO BE A MINIMUM OF 4' IN WIDTH AND PLACED AND CONSTRUCTED BY THE HOMEBUILDER. THE DEVELOPER WILL PLACE SIDEWALKS IN THE RIGHT OF WAY AT STREET INTERSECTIONS AND ACROSS PUBLIC USE PARCELS

APPROVED
DRC
2/07/07

RECEIVED
DEC 21 2007
NWFWMD

REV	DATE	REVISION DESCRIPTION

DESIGNED	JNT
DRAWN	JNT
DATE	11/06
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EMERALD COAST
ENGINEERING & SURVEYING, LLC
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fax: 850.474.4961
www.emeraldcoastllc.com
Florida Certificate of Authorization No. 23848

PETER M. KUMER
FLORIDA P.E. NO. 59140
1/31/07

MASTER PLAN
FOR
VIANSA
A SUBDIVISION OF A PORTION OF
SECTIONS 8, 9, & 16, T-1-S, R-31-W
ESCAMBIA COUNTY, FLORIDA
NOVEMBER, 2006

ECES NO.	SHEET
E-040211	4 OF 6

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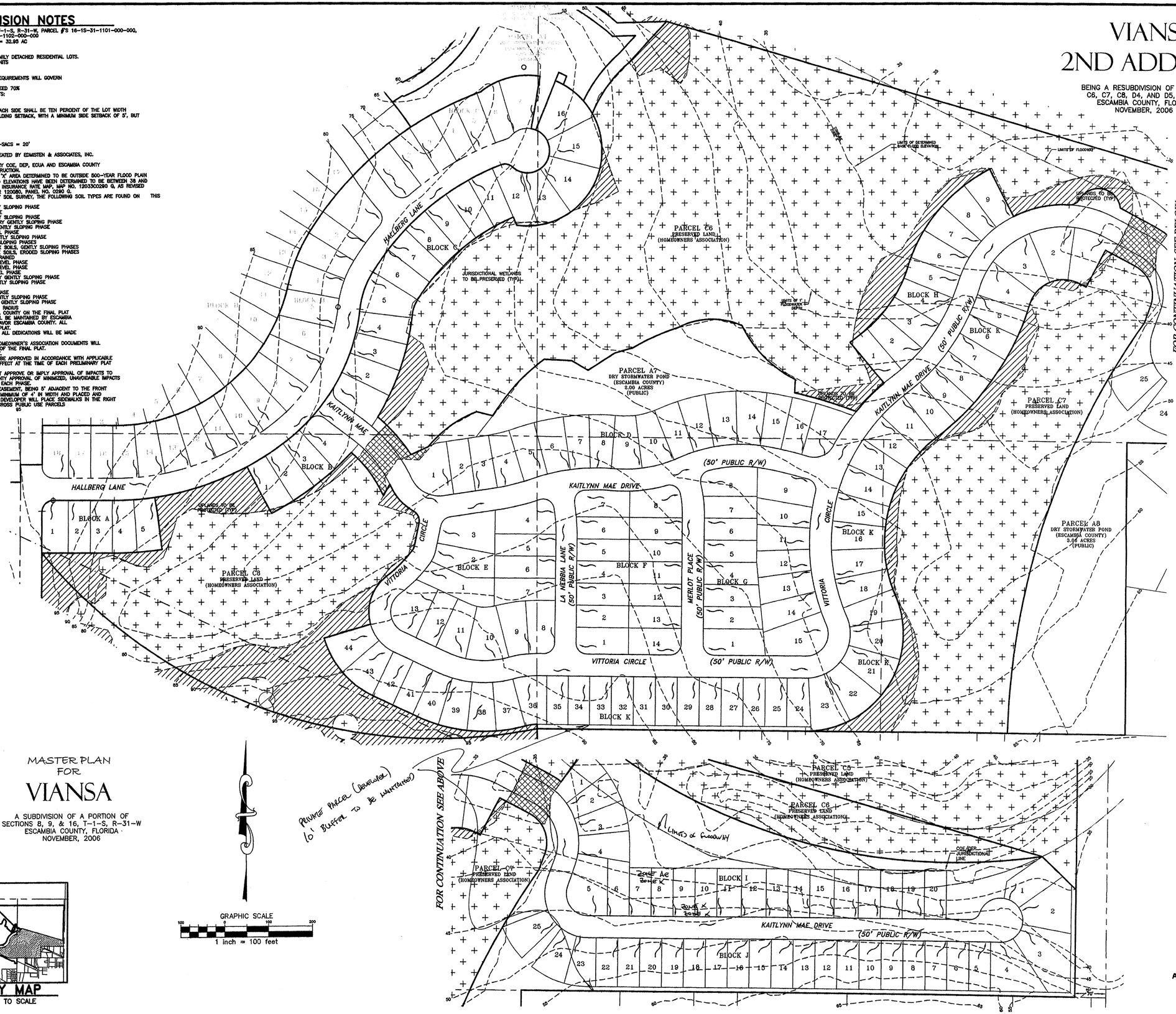
VIANSA
2ND ADDITION

BEING A RESUBDIVISION OF PARCELS
C6, C7, C8, D4, AND D5, VIANSA
ESCAMBIA COUNTY, FLORIDA
NOVEMBER, 2006

SITE DATA/SUBDIVISION NOTES

1. THIS SITE LIES WITHIN SECTIONS 8, 9, 16 T-1-S, R-31-W. PARCEL #'S 16-1S-31-1101-000-000, 16-1S-31-1101-000-002, & 16-1S-31-1102-000-000
2. PARCELS C6, C7, & C8 (PRESERVED) AREA = 32.95 AC
   PARCELS D4 & D5 AREA = 44.18 AC
   TOTAL 2ND ADDITION AREA = 77.13 ACRES
3. DEVELOPMENT CONSISTS OF 182 SINGLE FAMILY DETACHED RESIDENTIAL LOTS.
   ALLOWABLE RESIDENTIAL DENSITY = 770 UNITS
4. TYPICAL LOT SIZE = 50' X 120'
5. CURRENT ZONING : R-R & R-2
   DUE TO DENSITY CLUSTERING, R-3 SITE REQUIREMENTS WILL GOVERN
   FUTURE LAND USE: R & LDR
6. IMPERVIOUS LOT COVERAGE SHALL NOT EXCEED 70%
7. BUILDING SETBACK LINE (BSL) REQUIREMENTS:
   FRONT = 20'
   REAR = 15'
   SIDE = THE MINIMUM SIDE YARD ON EACH SIDE SHALL BE TEN PERCENT OF THE LOT WIDTH MEASURED AT THE FRONT BUILDING SETBACK, WITH A MINIMUM SIDE SETBACK OF 5', BUT NOT TO EXCEED 15'
   SIDE STREET = 15'
8. MINIMUM LOT WIDTH AT FRONT BSL = 40'
   MINIMUM LOT WIDTH AT R/W = 40'
   MINIMUM LOT WIDTH AT R/W FOR CUL-DE-SACS = 20'
9. MAXIMUM BUILDING HEIGHT = 35'
10. JURISDICTIONAL WETLAND LINES WERE DELINEATED BY EDMISTEN & ASSOCIATES, INC. IN NOVEMBER, 2004.
11. THE DEVELOPER WILL OBTAIN THE NECESSARY COE, DEP, ECUA AND ESCAMBIA COUNTY PERMITS AND APPROVALS PRIOR TO CONSTRUCTION.
12. THIS SUBDIVISION LIES WITHIN FLOOD ZONE "X" AREA DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN AND ZONE "AE" AREAS WHERE BASE FLOOD ELEVATIONS HAVE BEEN DETERMINED TO BE BETWEEN 38 AND 49 FEET, ACCORDING TO THE FEMA FLOOD INSURANCE RATE MAP, MAP NO. 12033C0290 G, AS REVISED SEPTEMBER 29, 2006, COMMUNITY NUMBER 120080, PANEL NO. 0290 G.
13. ACCORDING TO THE 1960 ESCAMBIA COUNTY SOIL SURVEY, THE FOLLOWING SOIL TYPES ARE FOUND ON THIS SITE:
    - Ee = EUSTIS LOAMY FINE SAND, GENTLY SLOPING PHASE
    - Es = EUSTIS LOAMY SAND, LEVEL PHASE
    - Ef = EUSTIS LOAMY SAND, VERY GENTLY SLOPING PHASE
    - Hb = HUCKABEE LOAMY FINE SAND, VERY GENTLY SLOPING PHASE
    - Ko = KALMIA FINE SAND LOAM VERY GENTLY SLOPING PHASE
    - Le = LAKELAND LOAMY FINE SAND, LEVEL PHASE
    - Lf = LAKELAND LOAMY SAND, VERY GENTLY SLOPING PHASE
    - Ls = LAKELAND LOAMY SAND, GENTLY SLOPING PHASES
    - Lr = LAKELAND, RUSTON, AND NORFOLK SOILS, GENTLY SLOPING PHASES
    - Lf = LAKELAND, RUSTON, AND NORFOLK SOILS, ERODED SLOPING PHASES
    - Ma = MIXED ALLUVIAL LAND, POORLY DRAINED
    - Mc = MYATT VERY FINE SANDY LOAM, LEVEL PHASE
    - Mm = MYATT VERY FINE SANDY LOAM, LEVEL PHASE
    - Nc = NORFOLK FINE SANDY LOAM, LEVEL PHASE
    - Nb = NORFOLK FINE SANDY LOAM, VERY GENTLY SLOPING PHASE
    - Nm = NORFOLK FINE SANDY LOAM, GENTLY SLOPING PHASE
    - Pc = PAMLICO MUCK
    - Pd = PLUMMER LOAMY SAND, LEVEL PHASE
    - Pe = PLUMMER LOAMY SAND, VERY GENTLY SLOPING PHASE
    - Rr = RUSTON FINE SANDY LOAM, VERY GENTLY SLOPING PHASE
14. ALL R/W INTERSECTIONS SHALL HAVE A 25' RADIUS
15. STREETS SHALL BE DEDICATED TO ESCAMBIA COUNTY ON THE FINAL PLAT.
16. ALL STORMWATER AREAS AND FACILITIES WILL BE MAINTAINED BY ESCAMBIA COUNTY. ALL DRAINAGE EASEMENTS WILL FAVOR ESCAMBIA COUNTY. ALL DEDICATIONS WILL BE MADE ON THE FINAL PLAT.
17. ALL UTILITY EASEMENTS WILL FAVOR ECUA. ALL DEDICATIONS WILL BE MADE ON THE FINAL PLAT.
18. RESTRICTIVE COVENANTS AND NECESSARY HOMEOWNER'S ASSOCIATION DOCUMENTS WILL BE SUBMITTED PRIOR TO THE RECORDING OF THE FINAL PLAT.
19. NO HERITAGE OR CHAMPION TREES ON-SITE.
20. ALL PHASES OF THIS MASTER PLAN SHALL BE APPROVED IN ACCORDANCE WITH APPLICABLE ZONING AND LAND USE REGULATIONS IN EFFECT AT THE TIME OF EACH PRELIMINARY PLAT SUBMITTAL.
21. APPROVAL OF THIS MASTER PLAN DOES NOT APPROVE OR IMPLY APPROVAL OF IMPACTS TO ENVIRONMENTALLY SENSITIVE LANDS. COUNTY APPROVAL OF MINIMIZED, UNAVOIDABLE IMPACTS MAY BE GRANTED WITH THE APPROVAL OF EACH PHASE.
22. SIDEWALKS TO BE PLACED IN A SIDEWALK EASEMENT, BEING 5' ADJACENT TO THE FRONT RIGHT OF WAY. ALL SIDEWALKS TO BE A MINIMUM OF 4' IN WIDTH AND PLACED AND CONSTRUCTED BY THE HOMEBUILDER. THE DEVELOPER WILL PLACE SIDEWALKS IN THE RIGHT OF WAY AT STREET INTERSECTIONS AND ACROSS PUBLIC USE PARCELS



MASTER PLAN
FOR
VIANSA

A SUBDIVISION OF A PORTION OF
SECTIONS 8, 9, & 16, T-1-S, R-31-W
ESCAMBIA COUNTY, FLORIDA
NOVEMBER, 2006

GRAPHIC SCALE
100 0 100 200
1 inch = 100 feet

KEY MAP
NOT TO SCALE

APPROVED
DRC
2/07/07

REV	DATE	REVISION DESCRIPTION

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DRAWN JNT
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FLORIDA PE NO. 60140

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ESCAMBIA COUNTY, FLORIDA
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ECES NO.	SHEET
E-040211	5 OF 6

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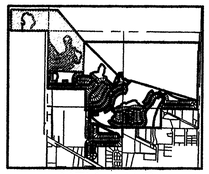
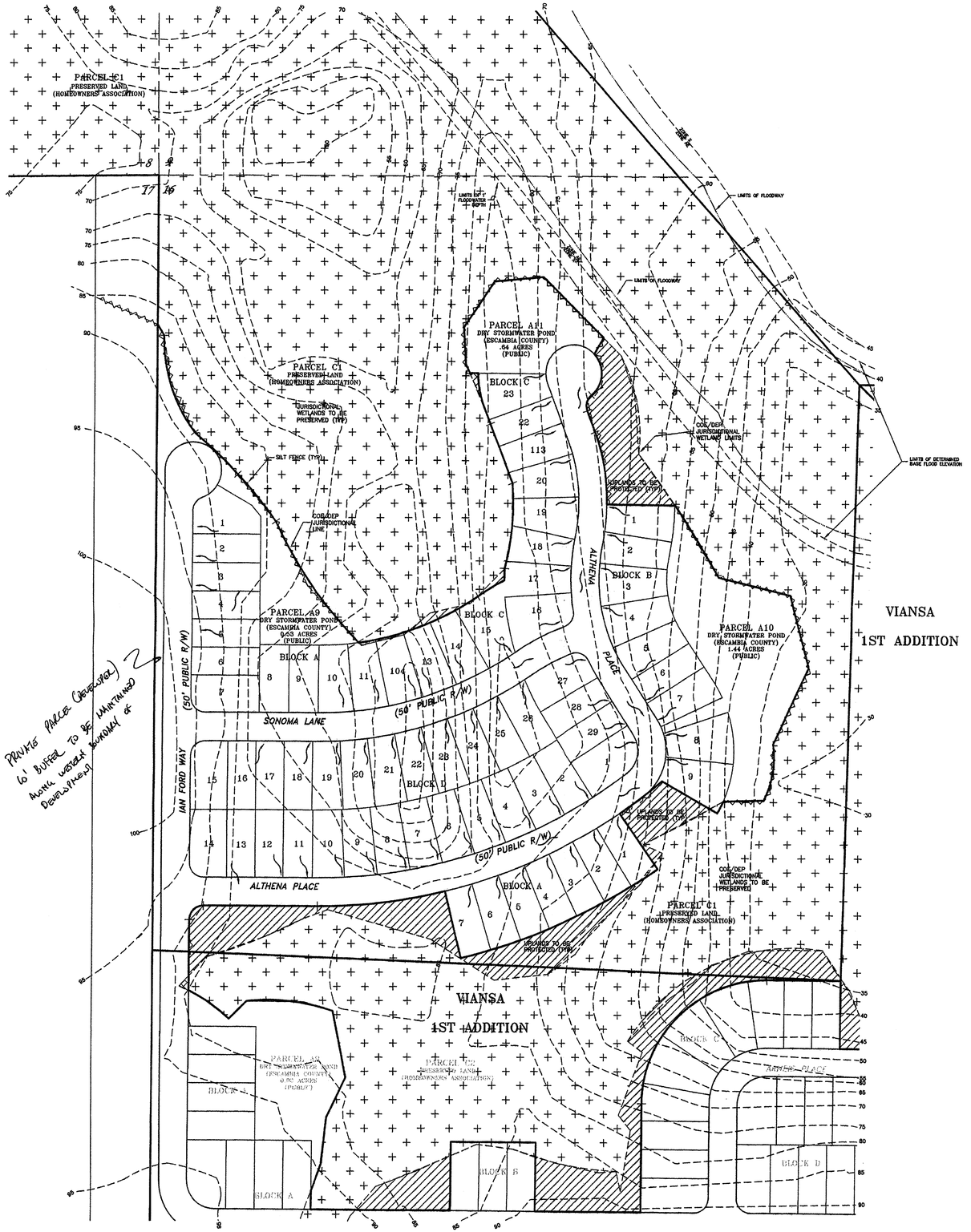


KEY MAP
NOT TO SCALE

GRAPHIC SCALE
100 0 100 200
1 inch = 100 feet

MASTER PLAN
FOR
VIANSA

A SUBDIVISION OF A PORTION OF
SECTIONS 8, 9, & 16, T-1-S, R-31-W
ESCAMBIA COUNTY, FLORIDA
NOVEMBER, 2006



PAINT PARCEL (OVERSIZE) 2
to 1' BUFFER TO BE MAINTAINED
MONT WATER BOUNDARY OF
DEVELOPMENT

VIANSA
1ST ADDITION

SITE DATA/SUBDIVISION NOTES

1. THIS SITE LIES WITHIN SECTIONS 8, 9, & 16 T-1-S, R-31-W, PARCEL #'S 16-1S-31-1101-000-000, 16-1S-31-1100-000-002, & 16-1S-31-1102-000-000
2. PARCEL C1 (PRESERVED) AREA = 46.93 AC
   PARCEL D1 & D2 AREA = 22.06 AC
   TOTAL 3RD ADDITION AREA = 68.99 ACRES
3. DEVELOPMENT CONSISTS OF 68 SINGLE FAMILY DETACHED RESIDENTIAL LOTS.
   ALLOWABLE RESIDENTIAL DENSITY = 770 UNITS
4. TYPICAL LOT SIZE = 50' X 120'
5. CURRENT ZONING : R-R & R-2
   DUE TO DENSITY CLUSTERING, R-3 SITE REQUIREMENTS WILL GOVERN
   FUTURE LAND USE: R & LDR
6. IMPERVIOUS LOT COVERAGE SHALL NOT EXCEED 70%
7. BUILDING SETBACK LINE (BSL) REQUIREMENTS:
   FRONT = 20'
   REAR = 15'
   SIDE = THE MINIMUM SIDE YARD ON EACH SIDE SHALL BE TEN PERCENT OF THE LOT WIDTH MEASURED AT THE FRONT BUILDING SETBACK, WITH A MINIMUM SIDE SETBACK OF 5', BUT NOT TO EXCEED 15'
   SIDE STREET = 15'
8. MINIMUM LOT WIDTH AT FRONT BSL = 40'
   MINIMUM LOT WIDTH AT R/W = 40'
   MINIMUM LOT WIDTH AT R/W FOR CUL-DE-SACS = 20'
9. MAXIMUM BUILDING HEIGHT = 35'
10. JURISDICTIONAL WETLAND LINES WERE DELINEATED BY EDMISTEN & ASSOCIATES, INC. IN NOVEMBER, 2004.
11. THE DEVELOPER WILL OBTAIN THE NECESSARY COE, DEP, ECUA AND ESCAMBIA COUNTY PERMITS AND APPROVALS PRIOR TO CONSTRUCTION.
12. THIS SUBDIVISION LIES WITHIN FLOOD ZONE "X" AREA DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN AND ZONE "AE" AREAS WHERE BASE FLOOD ELEVATIONS HAVE BEEN DETERMINED TO BE BETWEEN 38 AND 49 FEET, ACCORDING TO THE FEMA FLOOD INSURANCE RATE MAP, MAP NO. 12033C0290 G, AS REVISED SEPTEMBER 29, 2006, COMMUNITY NUMBER 120080, PANEL NO. 0290 G.
13. ACCORDING TO THE 1960 ESCAMBIA COUNTY SOIL SURVEY, THE FOLLOWING SOIL TYPES ARE FOUND ON THIS SITE:
    - Ec = EUSTIS LOAMY FINE SAND, GENTLY SLOPING PHASE
    - Ea = EUSTIS LOAMY SAND, LEVEL PHASE
    - Ef = EUSTIS LOAMY SAND, VERY GENTLY SLOPING PHASE
    - Hb = HUCKABEE LOAMY FINE SAND, VERY GENTLY SLOPING PHASE
    - Kb = KALMIA FINE SAND LOAM VERY GENTLY SLOPING PHASE
    - La = LAKELAND LOMY FINE SAND, LEVEL PHASE
    - Lf = LAKELAND LOAMY SAND, VERY GENTLY SLOPING PHASE
    - Lg = LAKELAND LOAMY SAND, GENTLY SLOPING PHASES
    - Ls = LAKELAND, RUSTON, AND NORFOLK SOILS, GENTLY SLOPING PHASES
    - Lr = LAKELAND, RUSTON, AND NORFOLK SOILS, ERODED SLOPING PHASES
    - Ma = MIXED ALLUVIAL LAND, POORLY DRAINED
    - Md = MYATT VERY FINE SANDY LOAM, LEVEL PHASE
    - Me = MYATT VERY FINE SANDY LOAM, LEVEL PHASE
    - Na = NORFOLK FINE SANDY LOAM, LEVEL PHASE
    - Nb = NORFOLK FINE SANDY LOAM, VERY GENTLY SLOPING PHASE
    - Nc = NORFOLK FINE SANDY LOAM, GENTLY SLOPING PHASE
    - Pa = PAMLICO MUCK
    - Pd = PLUMMER LOAMY SAND, LEVEL PHASE
    - Pe = PLUMMER LOAMY SAND, VERY GENTLY SLOPING PHASE
    - Rk = RUSTON FINE SANDY LOAM, VERY GENTLY SLOPING PHASE
14. ALL R/W INTERSECTIONS SHALL HAVE A 25' RADIUS
15. STREETS SHALL BE DEDICATED TO ESCAMBIA COUNTY ON THE FINAL PLAT
16. ALL STORMWATER AREAS AND FACILITIES WILL BE MAINTAINED BY ESCAMBIA COUNTY. ALL DRAINAGE EASEMENTS WILL FAVOR ESCAMBIA COUNTY. ALL DEDICATIONS WILL BE MADE ON THE FINAL PLAT.
17. ALL UTILITY EASEMENTS WILL FAVOR ECUA. ALL DEDICATIONS WILL BE MADE ON THE FINAL PLAT.
18. RESTRICTIVE COVENANTS AND NECESSARY HOMEOWNER'S ASSOCIATION DOCUMENTS WILL BE SUBMITTED PRIOR TO THE RECORDING OF THE FINAL PLAT.
19. NO HERITAGE OR CHAMPION TREES ON-SITE.
20. ALL PHASES OF THIS MASTER PLAN SHALL BE APPROVED IN ACCORDANCE WITH APPLICABLE ZONING AND LAND USE REGULATIONS IN EFFECT AT THE TIME OF EACH PRELIMINARY PLAT SUBMITTAL.
21. APPROVAL OF THIS MASTER PLAN DOES NOT APPROVE OR IMPLY APPROVAL OF IMPACTS TO ENVIRONMENTALLY SENSITIVE LANDS. COUNTY APPROVAL OF MINIMIZED, UNAVOIDABLE IMPACTS MAY BE GRANTED WITH THE APPROVAL OF EACH PHASE.
22. SIDEWALKS TO BE PLACED IN A SIDEWALK EASEMENT, BEING 3' ADJACENT TO THE FRONT RIGHT OF WAY. ALL SIDEWALKS TO BE A MINIMUM OF 4' IN WIDTH AND PLACED AND CONSTRUCTED BY THE HOMEBUILDER. THE DEVELOPER WILL PLACE SIDEWALKS IN THE RIGHT OF WAY AT STREET INTERSECTIONS AND ACROSS PUBLIC USE PARCELS

APPROVED
DRC
2/07/07

VIANSA
3RD ADDITION

BEING A RESUBDIVISION OF PARCELS
C1, D1, AND D2, VIANSA
ESCAMBIA COUNTY, FLORIDA
NOVEMBER, 2006

REV	DATE	REVISION DESCRIPTION

DESIGNED JNT
DRAWN JNT
DATE 11/06
NOT RELEASED FOR CONSTRUCTION

EMERALD COAST
ENGINEERING & SURVEYING, LLC
- engineers - surveyors - land planners -
4400 Bayou Boulevard, Suite 42A
Pensacola, Florida 32503
Office: 850.474.0313
fax: 850.474.4961
www.emeraldcoastllc.com
Florida Certificate of Authorization No. 25848

PETER M. KRAMER
FLORIDA PE NO. 60149
1/31/07

MASTER PLAN
FOR
VIANSA
A SUBDIVISION OF A PORTION OF
SECTIONS 8, 9, & 16, T-1-S, R-31-W
ESCAMBIA COUNTY, FLORIDA
NOVEMBER, 2006

RECEIVED
DEC 21 2007
NWFWMD

ECES NO.	SHEET
E-040211	6 OF 6

C:\Land Projects 2005\plat\CAD\MASTER.dwg, 1/31/2007 11:53:13 AM

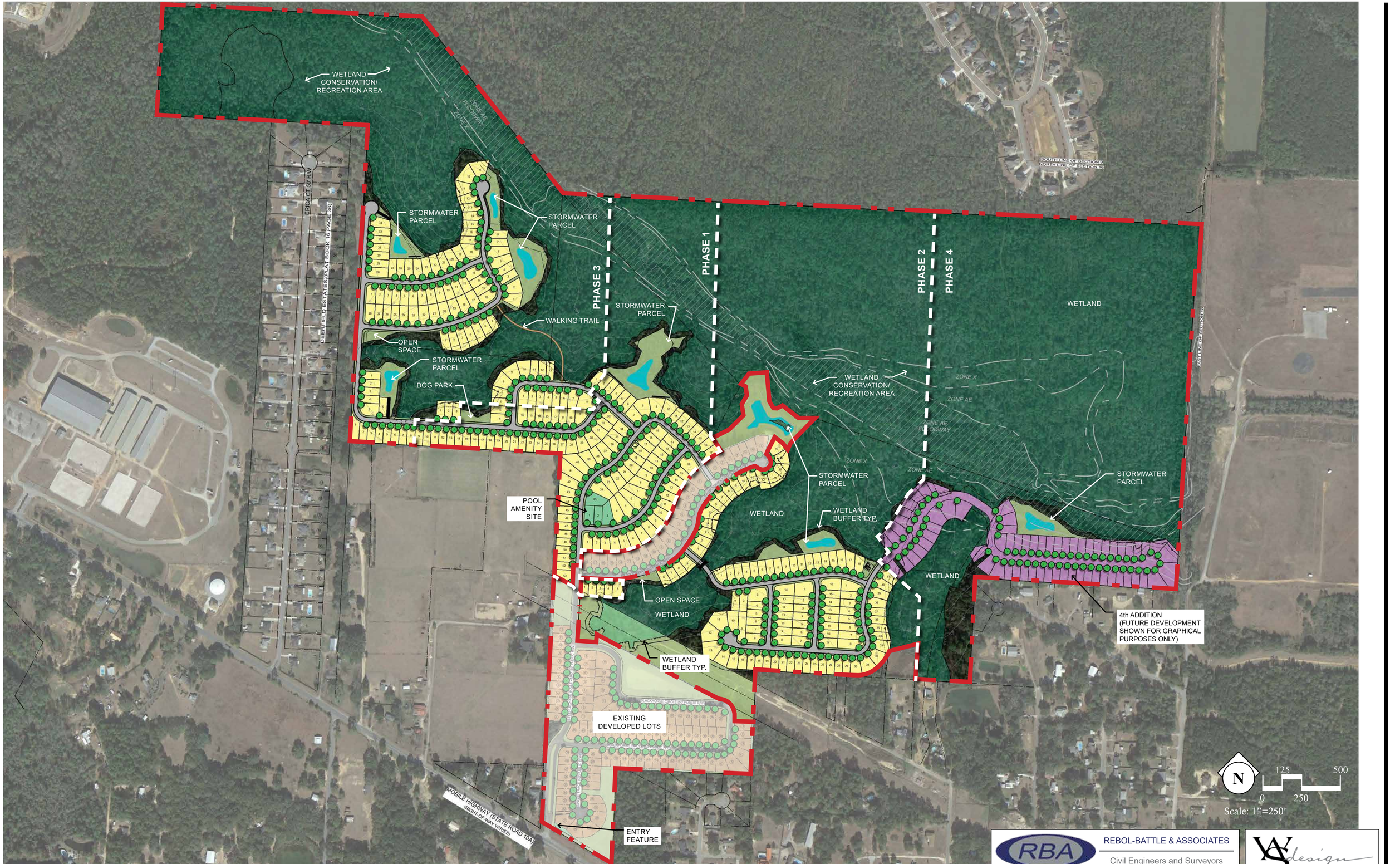
Colonial

GULF POWER
A SOUTHERN COMPANY

Wattage	Source	kWh	Distri – bution Type	Paid Up Front (PUF) Amount	Monthly w/PUF	Monthly w/o PUF
100	HPS	41	II, III	$232.00	$4.92	$8.50
150	PSMH	65	III	$307.00	$7.57	$12.33
45	LED	15	III, V	$567.00	$5.99	$13.53
72	LED	25	III, V	$680.00	$7.60	$17.09

Mounting Height	Material	Paid Up Front (PUF) Amt	Monthly Amt – No PUF
16’	Aluminum, Round Tapered	$468	$5.63
12’	Aluminum, Decorative	$996	$18.08
13’	Fluted Concrete	$1,073	$17.24
14’	Aluminum, Decorative	$1,267	$16.43
16’	Aluminum, Decorative	$1,064	$13.44

Note: Pricing effective 1/1/2015. Paid up front is available to customers at the time of installation only. All monthly figures include fuel, ECR, ECCR, PPCC, and adjusted gross receipts tax. Monthly figures do not include applicable franchise fees or state and local taxes.



Bridlewood - Pensacola, Florida

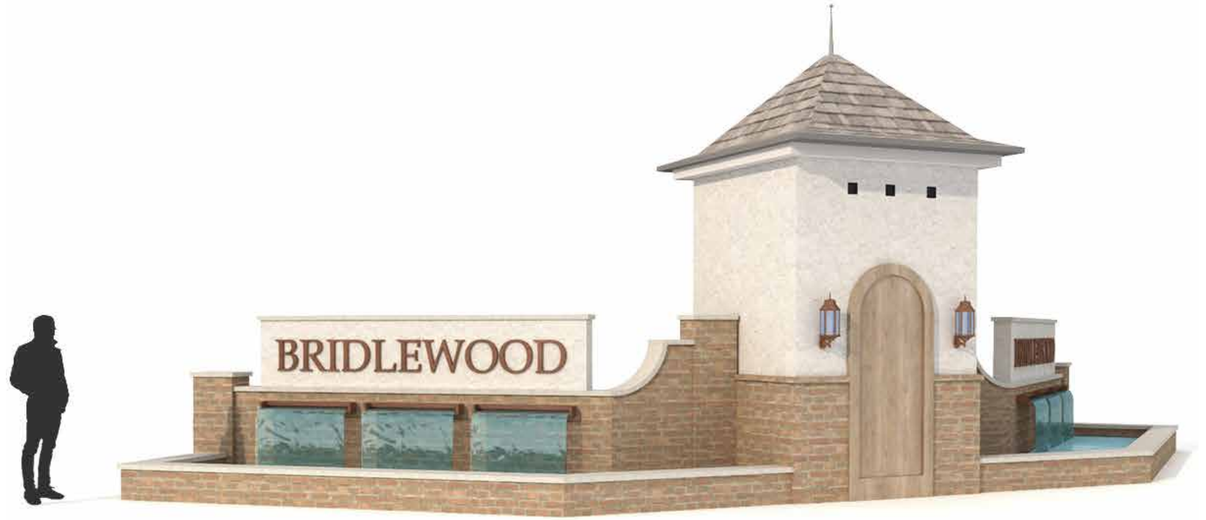
08.10.18

Planned Unit Development

REBOL-BATTLE & ASSOCIATES
Civil Engineers and Surveyors

WATKINS • ACY • STRUNK
landscape architecture • land planning • placemaking

ENTRY FEATURE ENLARGEMENT



ENTRY FEATURE MODEL

ENTRY FEATURE PHOTO SIMULATION

N

5 20

0 10

Scale: 1”=10’

REBOL-BATTLE & ASSOCIATES
Civil Engineers and Surveyors

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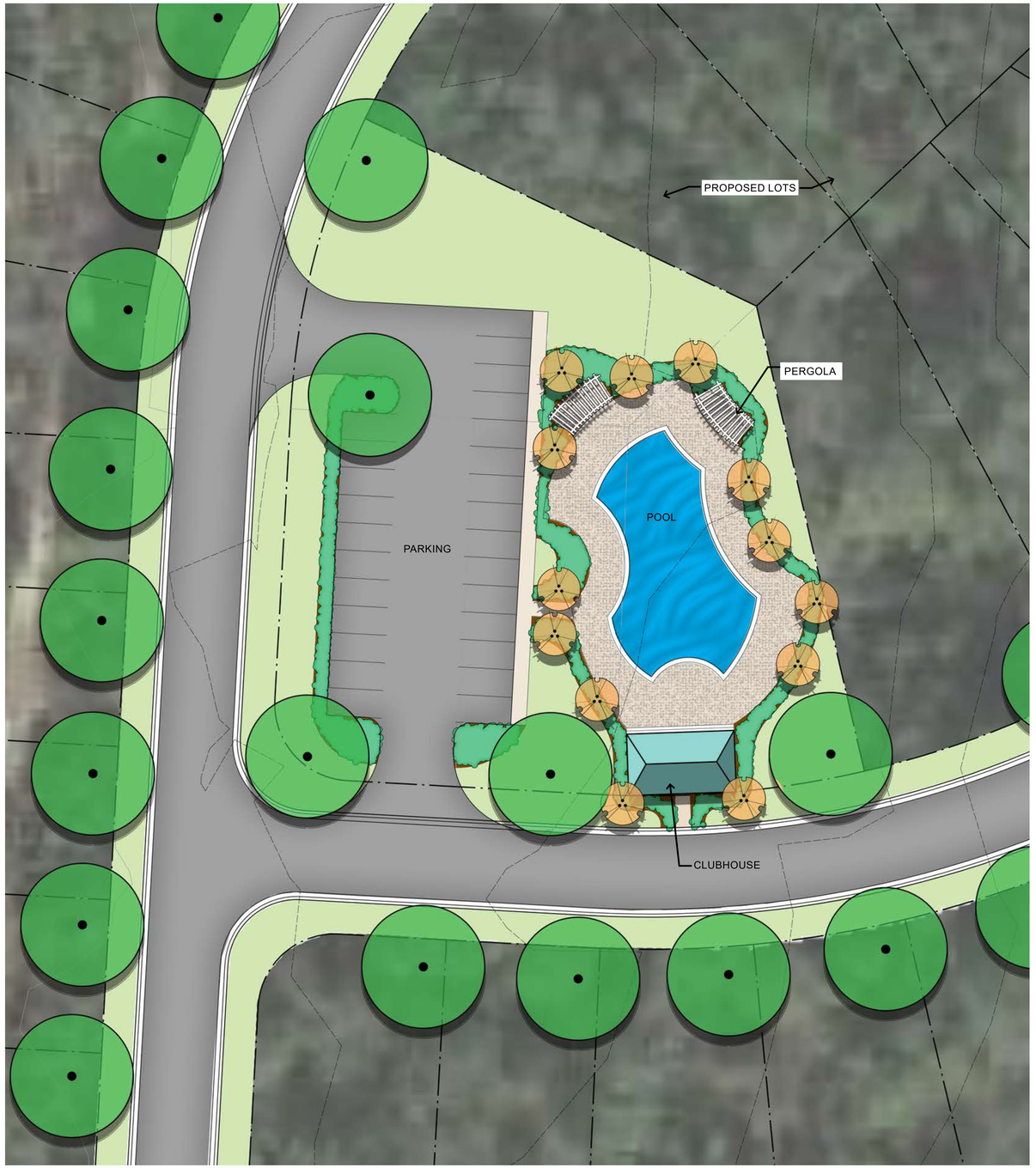
PHASE 1 ENLARGEMENT

N

50 200

0 100

Scale: 1"=100'



SCHEMATIC POOL AMENITY - FINAL LAYOUT AND DESIGN TO BE DETERMINED

Not to Scale

REBOL-BATTLE & ASSOCIATES
Civil Engineers and Surveyors

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Bridlewood - Pensacola, Florida

08.10.18

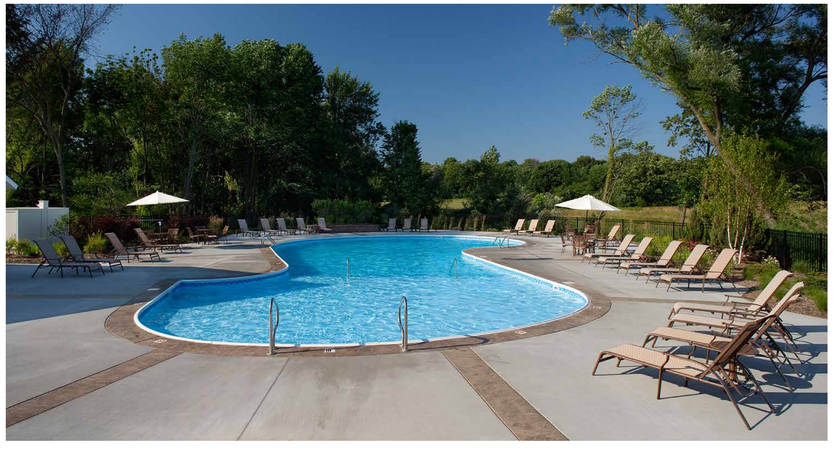
Planned Unit Development

PHASE 2 ENLARGEMENT

N

0 50 100 200

Scale: 1"=100'



INSPIRATION IMAGES (NEED NOT BE BUILT)

REBOL-BATTLE & ASSOCIATES
Civil Engineers and Surveyors

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Bridlewood - Pensacola, Florida

08.10.18

Planned Unit Development

PHASE 3 ENLARGEMENT

N

0 50 100 200

Scale: 1"=100'

REBOL-BATTLE & ASSOCIATES
Civil Engineers and Surveyors

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Bridlewood - Pensacola, Florida

08.10.18

Planned Unit Development

PHASE 4 ENLARGEMENT

N

0 50 100 200

Scale: 1”=100’

REBOL-BATTLE & ASSOCIATES
Civil Engineers and Surveyors

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Staff Analysis of Specific Land Development Code (LDC)

Planned Unit Development (PUD) Approval Criteria for Bridlewood Master Plan Subdivision

LDC Sec. 2-6.8 Planned Unit Developments.

(a) General. Planned unit development is an optional and supplemental compliance review process for the subdivision of land. It allows flexibility in LDC requirements to encourage greater creativity in land use planning and design for the mutual benefit of developers and the public. The intent of the PUD is to obtain benefits not anticipated by the strict application of zoning district regulations and subdivision standards, and not available by other variance processes. For the private gain of greater design flexibility, developers are required to provide greater public benefits through permanently preserved common open space, infrastructure improvements, accommodation of environmental and aesthetic features, and other permanent site improvements and amenities benefiting public health, safety and welfare. Proposed PUD is evaluated first through a quasi-judicial public hearing by the Planning Board and then by the Board of County Commissioners (BCC).

General description of proposed development: The project is located in Escambia County approximately 1.4 miles east of Beulah Road on the north side of Mobile Highway, State Road 10A US Highway 90. The site is in Section 16, Township 1 South, Range 31 West. The project is a proposed planned unit development, situated on an approximate (+-) total 322.99± acres located within mostly Low Density Residential (LDR) zoning district and a small section of Medium Density Residential (MDR) district and the Mixed Use-Suburban, (MU-S) Future Land Use Category.

The applicant is requesting variations as follows:

1. A reduction of the required minimum width at the front building line from 60 feet to 50 feet, for all lots.

2. A reduction of the required minimum front setbacks from 25 feet to 20 feet, for all lots.

3. A reduction of the required minimum rear setbacks from 25 feet to 15 feet, for all lots.

(b) Limits on PUD. Planned unit development can be used to mix land uses, provide broader housing choices, and allow more compact development through specific height, area, yard, size and use requirements that are different in any or all respects from those required by the applicable zoning district, or subdivision design standards different from those prescribed in [LDC] Chapter 5. Planned unit development is allowed for subdivision within any zoning district or future land use category, but it is subject to the following limitations:

(1) Land uses. Land uses may vary from the specific uses allowed by the applicable zoning district, but they shall comply with the range of allowed uses within the applicable future land use category.

The proposed single-family residential use is allowed by the applicable zoning district and future land use category.

(2) Density. The number of dwelling units shall not exceed the density allowed by the applicable future land use category or zoning district.

The proposed number of dwelling units does not exceed the residential density allowed by the zoning district and the applicable future land use category. The applicant is proposing 1.2 dwelling units per acre verse the allowed four dwelling units per acre.

(3) Other processes. The PUD process supplements but does not replace other applicable compliance review processes of the LDC, including those for approval of preliminary plats, construction plans, and final plats.

The preliminary development plan of the PUD has been forwarded to the Planning Board for its consideration after review and written comment by the members of the Development Review Committee (DRC). Prior to PUD plan review and final determination by the Board of County Commissioners (BCC), the plan must address any remaining conditions of LDC compliance not modified by the proposed variances of the PUD and must respond to any conditions of the Planning Board's recommendation to the BCC.

The essential commitments of the development plan and the expectations of the county will be established upon BCC approval of the PUD, which includes the preliminary plat and associated documenting plans. The implementing subdivision infrastructure construction plans and final plat must be in substantial conformance with the approved PUD plans as determined through the established review and approval processes of the LDC.

(4) Standards. The PUD process shall not modify any level of service standards for adequate public facilities or standards for accessibility, life safety, or health.

The proposed development will comply with all applicable level of service standards.

(c) Compliance review. The Planning Board shall conduct a quasi-judicial public hearing as noticed to consider whether conditions warrant the proposed modifications and make recommendations regarding the proposal to the BCC and for them to consider and act on those recommendations.

The Planning Official has forwarded the proposed PUD and an analysis of its compliance with the requirements of the Land Development Code to the Planning Board for its required consideration and recommendation.

(d) Criteria for PUD approval. The applicant has the burden of presenting competent substantial evidence to the [Planning] board that establishes each of the following conditions for the PUD:

(1) Creative Planning. Uses and structures are arranged in a manner that demonstrates creative concepts of land use planning throughout the development area. Residential uses include a complementary and sustainable mix of dwelling unit types or mix with non-residential uses.

The presence of wetlands on the property constrains viable arrangements of uses and structures and limits creative development options on the remaining uplands. As well there is a "X" and "AE" Floodzone part of FEMA's Special Flood Hazard Areas on the development parcel. A further review during the Site Plan Review Process will be evaluated. Single-family dwellings appear to be a sustainable land use for the site, but no mix of dwelling unit types is documented in the submitted plans. No non-residential uses other than accessory to the dwellings are proposed within the subdivision.

1. **Recommendation:** That the PUD document the characteristics of dwelling units to which the PUD can commit, including floor area, stories, provision of garage or other parking outside of rights-of-way, and any diversity of housing styles and materials. At the time of construction, the proposed project must meet all of the construction standards from the Florida Building Code, for structures within a FEMA Special Flood Hazard Area.

(2) Natural amenities. Clustering, setbacks, easements and other methods are utilized to preserve to the greatest extent practicable the natural amenities and characteristics of the land, including open space, topography, natural vegetation, groundwater recharge, waterways, and scenic views. Deficiencies in natural amenities are supplemented through landscaping and other enhancements.

Smaller lots and reduced building setbacks are among the methods used to maintain viable density while preserving natural amenities. The applicant has stated that 220± wetlands will remain undisturbed and maintained under a conservation easement and be recorded in phase II as LDC clustering provisions would require.

Recommendation: That the PUD cluster the proposed development on the upland area of the site such that the wetlands and wetland buffer area is excluded from residential lots, a conservation easement will be executed and the conservation area is dedicated to the home owners association to

comply with the minimum clustering provisions of the LDC (DSM Sec. 1-2). The complete exclusion of wetlands from individual lots and minimized buffer impacts is preferred.

(3) Desirable environment. A more desirable environment in which to live or work is created than would be possible through the strict application of the minimum requirements of the LDC. Common open space area is within reasonable walking distance of all dwelling units in the development.

The proposed development will be completed in four phases. Plan includes

1. A centrally-located amenities site will be constructed in the second phase of development. The amenity site will include a swimming pool, clubhouse, open space, and on-site parking. Restrooms and a kitchen will be included in the clubhouse. Construction of the clubhouse and pool will be completed prior to the Phase 2 final plat recording.

2. Several additional common areas are to be provided throughout the subdivision. Two common areas will be created in the first phase, as well as another in the 3rd phase. One of the common areas in the first phase will be converted to a dog park.

3. Five (5) foot wide sidewalks will be provided on both sides of every proposed right-of-way in all phases to promote pedestrian mobility between the residential areas and the amenity areas. To avoid damage to the sidewalks, the homebuilder will construct the sidewalks on an individual lot basis after the completion of each home.

4. All unimpacted wetlands on site (approximately 220-acres) will be preserved through a perpetual conservation easement. This shall exceed the minimum preservation required by county, state and/or federal mitigation standards. The conservation easement will be recorded in the 2nd phase of development.

5. Upland buffers in exceedance of the required 25' will be provided wherever possible to protect the surrounding environmentally sensitive areas and natural vegetation. Widened buffers will be provided in all phases of development. The widened upland buffers are identified on the attached Master Plan.

6. A natural walking trail is proposed to connect the 3rd phase of development to the 1st phase. Please see the attached conceptual subdivision rendering for the location of the walking trail.

7. A landscape architect will be engaged to design attractive entry features. A large decorative "Bridlewood" subdivision sign will be placed near the subdivision entry. Landscaping will be planted around the proposed sign. A rendering of the proposed entry sign is attached. All entry improvements will be installed in the first phase of development.

8. All utilities throughout the subdivision shall be underground. Overhead power lines will not be used in any phase of development. Sanitary sewer service will be provided to all residents. No potable water wells or septic tanks shall be utilized for this project.

9. Decorative street lighting will be used in all phases. An upgraded style of lighting above the Gulf Power standard model, such as the "Colonial" style, or approved equal, is proposed. A sample of the proposed street lighting is attached to this report.

10. The homebuilder will provide a landscape package for each lot. The homebuilder will plant trees, shrubs, and install sod on each lot purchased. This is available in all phases.

Recommendation: The PUD development plan submitted has shown many different illustrations of enhanced features from a typical subdivision. Further review will be needed at the time of preliminary and construction plans when submitted to Site Plan Review

(4) Mobility. Internal circulation systems promote both pedestrian and vehicular mobility, especially between residential areas and local public open space, schools, retail sales and services, and employment. Sidewalks are located on at least one side of every street to support safe pedestrian mobility within the development and appropriate access to surrounding uses.

Safe and effective pedestrian and vehicular mobility within the subdivision is promoted through compact upland development, central park placement, and a network of sidewalks that includes the dog park perimeter.

(5) Efficient land use. An efficient use of land results in smaller networks of streets and utilities. If street rights-of-way are proposed to be less than standard width, easements will provide adequate space to install and maintain utilities.

The interconnection of subdivision streets, small lots, and the limitation of improvements limited by environmental features support an efficient use of land that results in smaller networks of streets and utilities. Easements will supplement proposed less-than-standard width rights-of-way to accommodate underground utilities.

(6) Compatibility. The development is compatible with surrounding areas and provides stable conditions and character to maintain long-term compatibility.

The proposed density of single-family detached dwellings is compatible with the predominantly low density single-family development of the surrounding areas, and the constructed improvements of a residential

subdivision will provide the stable conditions and character to maintain that compatibility long term.

Other considerations: In the review and analysis of the proposed development the Planning Board may include conditions relative to the six LDC criteria for PUD approval to insure the intent of the process is achieved.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 10/1/18

Rezoning Quasi-judicial Hearing

Rezoning Case #: D - Bridgewood PUD

X In Favor _____ Against

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

*Name: Kenny Anne Schultz

*Address: 3869 Paradise Bay *City, State, Zip: Gulf Breeze, FL 32563

Email Address: KAschultz@fountainlaw.com Phone: 939-3535

Please indicate if you:

X ☒ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

****

Chamber Rules

1. All who wish to speak will be heard and granted uniform time to speak (normally 3 – 5 minutes).
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
6. Speakers will refrain from the use of obscene language, "fighting words" likely to incite violence from the individual(s) to whom the words are addressed, or other language which is disruptive to the orderly and fair progress of discussion at the meeting.
7. During public hearings, at the Chairman's discretion, if there is a controversial item in which Escambia County citizens are involved, he may institute a provision against clapping, if he/she feels that clapping or the noise will deter open speech between the two parties.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 10/1/18

Rezoning Quasi-judicial Hearing

Rezoning Case #: 7D (PUD)

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor ✓ Against

*Name: Theresa Blackwell

*Address: 9535 Tower Ridge *City, State, Zip: _____

Email Address: theresa.blackwell@gmail.com Phone: _____

Please indicate if you:

☐ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

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ESCAMBIA COUNTY, FLORIDA

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www.myescambia.com

Pls donate my time to Mrs Blackwell

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 10/1/18

Rezoning Quasi-judicial Hearing

Rezoning Case #: 7-D-(PUD) OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor ✓ Against

*Name: Cynthia Cole

*Address: 3101 Hwy 97 *City, State, Zip: Molino Fl 32577

Email Address: _____ Phone: _____

Please indicate if you:

☐ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

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ESCAMBIA COUNTY, FLORIDA

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 10-1-18

Rezoning Quasi-judicial Hearing

Rezoning Case #: Bridle wood subdivision OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

____ In Favor X Against

*Name: Earl RHODES

*Address: 5658 Jamesville LN *City, State, Zip: Pensacola, FL 32526

Email Address: _____ Phone: 850 944-4808

Please indicate if you:

☑ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

****

Chamber Rules

1. All who wish to speak will be heard and granted uniform time to speak (normally 3 – 5 minutes).
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
6. Speakers will refrain from the use of obscene language, "fighting words" likely to incite violence from the individual(s) to whom the words are addressed, or other language which is disruptive to the orderly and fair progress of discussion at the meeting.
7. During public hearings, at the Chairman's discretion, if there is a controversial item in which Escambia County citizens are involved, he may institute a provision against clapping, if he/she feels that clapping or the noise will deter open speech between the two parties.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 10-1-18

Rezoning Quasi-judicial Hearing

Rezoning Case #: Bridgewood

____ In Favor X Against

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

*Name: Charlene Rhodes

*Address: 5658 Jamesville LN *City, State, Zip: Pensacola, FL 32526

Email Address: _____ Phone: (850) 941-4808

Please indicate if you:

☐ would like to be notified of any further action related to the public hearing item.

☑ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

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ESCAMBIA COUNTY PLANNING BOARD
QUASI-JUDICIAL HEARING

A public hearing concerning the review of Bridlewood Subdivision, a Planned Unit Development

That the Board review the development plan for Bridlewood residential subdivision, a Planned Unit Development (PUD), and confirm consistency of the plan with Land Development Code (LDC) requirements prior to transmittal of a recommendation to the Board of County Commissioners (BCC) to review and consider the plan for a final decision.

A quasi-judicial hearing was held in the above-styled cause before the Escambia County Planning Board on the 1st day of October 2018, commencing at approximately 9:25 a.m., at the Escambia County Central Office Complex, 3363 West Park Place, Room 104, Governmental Center, Pensacola, Florida, reported by David A. Deik, CP, CPE, Professional Reporter.

PLANNING BOARD

BOARD MEMBERS PRESENT:
TIM PYLE, Acting Chair — District 2
JAY INGWELL — District 1
REID RUSHING — At Large
ALAN GRAY — At Large
WILLIAM CLAY — District 3
ERIC FEARS — District 4
PATTY HIGHTOWER — School Board
STEPHEN OPALENIK — Navy

PLANNING BOARD STAFF PRESENT:
MEREDITH CRAWFORD, ESQUIRE
Assistant County Attorney

HORACE JONES, DIRECTOR
KAYLA MEADOR
ALLYSON CAIN
JON FISHER

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P R O C E E D I N G S

THE ACTING CHAIRMAN: Next we have a public hearing concerning review of Bridlewood Subdivision, a planned unit development, known as a PUD.

Mr. Jones, somebody help me on this. Would you like me to go through the recommendation or do you go through that first?

MR. JONES: Staff will.

THE ACTING CHAIRMAN: He will.

MR. JONES: It will be presented.

THE ACTING CHAIRMAN: Very good.

I'll hand over the reins gladly.

MR. FISHER: Jon Fisher, Development Services Senior Planner.

I'll just give a brief description. And I guess we'll let Ms. Kerry Anne come in and do the . . . Did she step out?

MR. JONES: She did.

THE ACTING CHAIRMAN: While we're waiting, have you had any ex parte communication on this property, and are you familiar with the property location?

MR. OPALENIK: No to all.

MS. HIGHTOWER: No to all.
MR. GRAY: No to all.
THE ACTING CHAIRMAN: No to all. I know where the property is.
MR. FEARS: No to all. Familiar with the property.
MR. INGWELL: No to all. And I'm also familiar with the property.
MR. CLAY: No to all.
MR. RUSHING: No to all.
THE ACTING CHAIRMAN: Thank you for keeping me on task.
MR. FISHER: This is the planned unit development for Bridlewood.
Looking at the general description, this is about 1.4 miles east of Beulah Road, the north side of Mobile Highway.
This is approximately 322 acres, located within mostly low density residential zoning district and a small section of medium density residential district.
The applicant has requested as follows: A reduction of the required minimum width of from the front building line from 60 feet to 50 feet for all lots, and also a reduction from the

required minimum front setbacks from 25 feet to 20 feet for all lots, and a reduction of the required minimum rear setbacks from 25 feet to 15 feet for all lots.
Probably let Ms. -- the applicant go ahead and take their part, and then we can go through staff's findings as required.
THE ACTING CHAIRMAN: Ms. Schultz, if you will come.
MS. SCHULTZ: Thank you, Your Honor.
THE ACTING CHAIRMAN: State your name and address for the record.
MS. SCHULTZ: Yes. Kerry Anne Schultz, a local attorney. And I have the pleasure of representing the owner.
And thank you for the nice, well-written staff analysis, as well as the comments today.
THE ACTING CHAIRMAN: Does she need to be sworn in?
THE COURT REPORTER: Not if she's an attorney.
Would you spell your name for me?
MS. SCHULTZ: K-e-r-r-y, A-n-n-e, Schultz, S-c-h-u-l-t-z.
THE ACTING CHAIRMAN: Thank you. Proceed.

MS. SCHULTZ: Thank you.
Thank you, Your Honor.
Just by project narrative, this -- actually, this project had started back in 2007.
This development will consist of various phases to a previously platted residential subdivision known as Bridlewood.
It's located north of Mobile Highway, approximately 1.4 miles east of Beulah Road.
The addition will create approximately 390 new intended single-family detached homes. All roads and stormwater improvements will be dedicated to Escambia County.
The property is zoned LDR, which allows a minimum lot width of 60 at the right-of-way line and 25 front and rear setbacks.
The reason we're going forward with the PUD is, as staff, Mr. Fisher, had mentioned is proposed to allow reduction in the lot width to 50.
Now, mind you, just kind of going back to historical road, back in 2007 -- and the engineers are here -- when the plan was previously approved, the code did permit that.
And so we're trying to go back somewhat to

that master plan but give some new amenities. And I'll go over these real briefly. So we're trying to do what was allowed last time.
The great thing about this project is, we only need to use 1.5 units per dwelling, where we would be entitled to 4. So we're really minimizing the intensity we could have, which is always a good thing.
The MDR district allows 50 lots, but ensuring Bridlewood remain compatible with surrounding areas, the developer proposes a mix of several different models of dwelling units throughout the subdivision.
In your packets, you should find -- I'm sure the staff had provided that to you -- the developer has about 8 or 9 home concepts, so you'll see that variety in that subdivision, which will be very, very nice.
The previous master plan, as I mentioned, that was approved back in 2007, at that time the property was zoned RR. As we all know, there's been significant changes in the Land Development Code.
The master plan exercised the clustering provision of the Land Development Code, which

actually reduced the lot width requirement to that of an R-3 zone.

Well, subsequently, the 50-foot lots were approved on the master plan. The first phase of the master plan was constructed between 2008 and 2010, and was actually platted in 2012.

The remaining phases remain undeveloped, and that's why we're here today, to finish out what the original developer had wanted to do.

Well, the zoning districts in Escambia County were consolidated, as we all know, in 2015. And the property at that time was then classified as LDR.

Of course, the current Land Development Code in 2018 no longer allows lots in the LDR zone to be reduced to 50 feet under the revised clustering provision.

So we have one portion of it that's one way. And now with the new law changes, we're just trying to make the PUD concept to have uniformity in that beautiful neighborhood. And so as staff had mentioned, our proposed PUD variances.

Let me talk to you about some of the features and amenities that we believe -- If you

look at the staff analysis that was provided to you, including our master plan, some of the price products of what we're looking at and overall package, the developer spent a lot of time on -- in working with the applicant in providing that.

Let's talk about some of the things that we're doing for the public, as far as amenities. There will be a centrally located amenities that will be constructed in the second phase of development.

This will include a swimming pool, a clubhouse, open space, on-site parking. Restrooms and kitchen will be included in the clubhouse. And the location of the proposed amenities site is shown on the documents that you have in front of you.

Now, construction of the clubhouse and pool will be completed prior to phase II.

Secondly, there will be several additional common areas that will be provided throughout the subdivision. Two common areas will be created in the first phase, as well as another in the third phase.

One of the common areas in the first phase

will actually be converted to a dog park. I know that the engineers have sat down with county staff extensively in going through some of the review process, anticipating this PUD application.

Also -- it's exciting -- is that five-foot-wide sidewalks will be provided on both sides of every proposed lot, the right-of-way in all phases, to promote pedestrian mobility between the residential areas and amenity areas.

To avoid damage to sidewalks, the home builders will actually construct those per lot. So we already have that plan in place to protect the owners and to provide pedestrian mobility, which we think is very exciting for this neighborhood.

Let's talk about the wetlands. That's always a concern. As you can see, there's a lot of acreage here, but approximately 220 acres will be preserved through a perpetual conservation easement. This shall exceed the minimum preservation requirements required by the county.

The conservation easement will be recorded

in the phase II phase of the development. And my law firm will be handling that and working with county staff, should we be able to move to the next level, and make sure that that conservation easement is recorded and meets the needs to accommodate those 220 acres. Now, it would be very little impact to the wetlands. In your packets, you will see that.

There will be upland buffers in exceedance of the required 25 foot, that will be provided wherever possible to protect the surrounding environmentally sensitive areas and natural vegetation. So we will definitively make this PUD compatible with that. The widened buffers will provide in all phases of development -- The upland buffers are as identified on that master plan.

What's really exciting is the natural walking trail. That's going to connect your phase III of the development to the first phase. That's also included on there.

We have hired a landscape architect, who will be engaged to design the attractive entry features. If you look on your master plan, you will see that that entry feature is compatible

with the other nice neighborhoods and also will connect what was done basically emplatted in 2012, which goes back to the 2007 overall master concept.

But due to legal changes with the Land Development Code, we have to come before this honorable board today to make sure that our new plan, although compatible with what we intended to do in '07 with a different developer, is in compliance with our Land Development Code today.

All utilities throughout the subdivision will be underground. If you look in your packet, you will see from Gulf Power the proposed colonial lotting, so it will give a nice, flush look of the exterior.

Everything will be underground. You will not see any overhead power lines used in this phase of any of the development.

You'll see also from ECUA that sanitary sewer has been accommodated. It will be provided to all residents. And there's no portable water wells or septics that will be utilized in this project. As I mentioned, the decorative streetlighting, that colonial style.

Also, just so you know, there's always a

big concern in any development, "What are you doing for landscaping for these owners?"

Well, the developer has already worked out -- and that should be in your packets -- to talk about -- when you look at the different design features, so that we can comply with that criteria of showing a mix of residents. This is not just going to be one house that's cookie-cutter because that would be inconsistent with criteria. So you'll see the different type of price product or houses that are beautiful.

The great news is the homebuilder will provide for a package for landscaping for each lot owner, so trees, shrubs, and installing the sod have been taken into consideration. It will be a part of that.

That's just an overall . . . If you look at the staff analysis, I don't see anything in the staff analysis that would show that the applicant or the engineer have not provided information or we have not demonstrated that we can meet the criteria. In fact, we do believe that we can meet the criteria in the Land Development Code to 6.8.

Just very briefly, in summary, the reason

we need to do this, obviously, is law changed from 2007 to 2018. Under 2018, because we're in that mix there with LDR, the reason we are doing the PUD is to provide some concessions with respect to amenities, but also the beautiful thing about this is, even though we could do 4 units per acre, with the wetlands and just calculations of the surface, we are -- we can only do 1.5.

And so we're not maximizing the density. That allows for all the nature trails and all the other common amenities that these nice homeowners will appreciate in the future.

We'll do a reduction of the required minimum width from 60 to 50. I know that's always concerning to this honorable board, but keep in mind back in 2007, that was allowed in the master plan.

And then you've got your 25 to 20. Now, we talked about -- Let's just go through criteria very quickly, where we believe that the applicant has met the criteria for this honorable board to feel comfortable legally that we can move forward.

The land uses, the staff analysis reports

that the proposed single-family residential use is allowed by the applicable zoning district and future land-use category.

So everything will be 100 percent residential. Density -- I just mentioned that. And excuse me. I misstated something. I apologize. It's 1.2 dwelling units, not 1.5. So please strike my comments earlier. I think I made two references to 1.5. That was inaccurate. It is 1.2. And that was my fault. And I apologize. So instead of the 4 units per dwelling, it would be 1.2 dwelling units versus what's allowed.

Under the other processes, obviously the PUD process supplements but does not replace other applicable compliance review standards.

We believe under our development plan -- and what was anticipated in 2007 -- that we have met that criteria.

Under standards, the proposed development will comply with all applicable levels of service standards. There's nothing out there that we would not be able -- We're not going to have a more intense use of standards, local standards, because what is existing now is

already compatible. You'll see the utility letters in your package that staff, I assume, has shared with you.

The creative planning and looking at criteria for PUD approval. We believe that we've done creative planning. What's anticipated. If you looked at the various homes that these owners can pick, they're nice. They're new. There's a different flavor and price points in there, along with the creativity that we've done with the nature trail, the dog park, the amenities for the owners, which is always something that people recommend.

You'll see the natural amenities. As I previously mentioned, we could meet that with protecting those wetlands with the conservation easement. And that will be taken into consideration.

You also see engineers are here, Mr. Battle and Mr. Rebol, to talk about any stormwater management. We believe that all of that will go to the permitting process and be in compliance with both state, federal requirements and local requirements.

Desirable environment. As I've already

mentioned -- I've gone through that -- this will be four phases. We've talked about the different amenities that we believe some of the concessions -- and with mobility and efficient land use and compatibility, we believe that -- what I've already demonstrated -- that we can meet the criteria for PUD approval.

And I'll take any questions at this time. And the engineers can join me up here. I know they'll need to be sworn in, to provide any answers to any specific engineering or architectural question.

THE ACTING CHAIRMAN: Board members.

MR. GRAY: Yeah. Mr. Chairman, I have a question for Mr. Battle, if he doesn't mind. Or Mr. Rebol. Sorry, Jason. I get you guys -- not to look twice, but confused by the name of the company. Sorry.

- - -

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

- - -

THE ACTING CHAIRMAN: State your name and address, please.

MR. REBOL: Jason Rebol, Rebol-Battle &

Associates, 2301 North 9th Avenue.

MR. GRAY: Glad to see you guys are on this project.

I do have a question about drainage and traditional drainage patterns, based on what I'm seeing, which are the wetlands.

MR. REBOL: Yes.

MR. GRAY: A dendritic pattern that flows to the southeast.

And I also note from an aerial that there's an open field that's the -- I guess the RC model plane enthusiasts, air -- Is that -- is that what's sort of off to the -- to the east of this parcel? I guess it's called Escambia County on the parcel map.

But it doesn't show up as well here, but on that bottom corner above Jamesville Lane and -- Janesville -- I'm sorry -- Janesville Road, where this -- that's a -- that bottom corner is basically an outlet from that parcel, if you will, for a good deal of drainage.

Is that your estimation as well, sir?

MR. REBOL: Yes.

MR. GRAY: Is there any -- any reason why this area may have a stricture point as it gets

off site that could -- that could cause some ponding or any issues of that -- that flow that's natural that you -- that you know of off your site?

MR. REBOL: No, I don't have a good answer for you on that one.

MR. GRAY: I'm just wondering because I -- I know for a fact we have, you know, the parcel boundaries and wetlands boundaries from '06, but we've had some significant instances.

MR. REBOL: Well, we're -- I mean, we're designing the entire subdivision to meet today's standards, so --

MR. GRAY: Okay.

MR. REBOL: -- it's all -- it's not -- We're not going back to the old master plan from a design standpoint. We're redesigning the entire subdivision.

MR. GRAY: Again, this is the relief that I expressed because I have no professional around there in 10 years in the area.

MR. REBOL: Yeah.

MR. GRAY: So I do -- I just do have a concern that this -- this has not led to your project here.

But if there's anything that can be done on your site that would -- that would reduce impedance of that flow, would be --

MR. REBOL: Okay.

MR. GRAY: -- ideal.

And also, are we using the northeast corner, which would be right here adjacent to the RC park? Are we using that for some of the development densities that were on there as well?

MR. REBOL: No. That's all wetland area. We're not touching that up there.

MR. GRAY: Whole top corner sort of --

MR. REBOL: Yes.

MR. GRAY: -- bridges over that?

MR. REBOL: Yeah.

MR. GRAY: Okay.

MR. REBOL: We're basically -- Our goal was to try to minimize wetland impacts as much as possible.

The only place we're really impacting is where we're having to cross a finger to get over to an upland area. And so that whole northwest corner is too broad of a crossing to get -- to get across.

MR. GRAY: Okay. And that northeast corner as well. Is that -- The northeast corner will be used but not the northwest upper end finger; is that correct?

MR. REBOL: Yeah.

MR. GRAY: Okay. Okay.

Well, then again, I am -- I am glad to hear some of the notions being used, the clustering.

And I do understand what you're asking for. It is effectively not maximizing the density on the project, but it also increases the amenities and the separation from those environmental amenities, and those things that you're --

MR. REBOL: Yeah. And I think it's -- You know, because of the lay of the land, it offers a unique design for the subdivision itself.

MR. GRAY: Yeah. Okay.

Thank you, Mr. Chair. Those are -- Those are my questions.

THE ACTING CHAIRMAN: I appreciate it, with the scrutiny given the area. There's so much going on over there.

Any other board members have any questions

for the applicant? Any of the agents?

MS. HIGHTOWER: Mr. Chair.

THE ACTING CHAIRMAN: Yes, ma'am.

MS. HIGHTOWER: Has the staff had conversations with the school district on capacity issues, Beulah Elementary and our new middle school?

MR. FISHER: We, you know, currently don't have any, like, you know --

MS. HIGHTOWER: I know we don't have any --

MR. FISHER: So what staff does is, once they formally submit, which we have submitted it to Kimberly O'Dale, who is part of the --

MS. HIGHTOWER: Okay.

MR. FISHER: -- school board, and she basically takes the numbers of how many units will be coming and gives them to the facilities.

MS. HIGHTOWER: Okay.

MR. FISHER: When I get a letter back from them, we'll put in the record, school --

MS. HIGHTOWER: Have you -- have you had that communication, you're waiting --

MR. FISHER: Yes. Yes. I've already got the school concurrency form back.

MS. HIGHTOWER: Okay.

MR. FISHER: And it's basically just a statement letting the school know that this many units could be coming.

MS. HIGHTOWER: Okay.

MR. JONES: And Ms. Hightower, if I may, yes, we do not have school concurrency nor do we have disconcurrency, but the -- the main point with the schools, that there is an interlocal agreement between the county. And so, therefore, those things must be honored as well.

That's why, during the site plan review, because of the interlocal agreement, as part of that, we -- we definitely always stay in contact. And basically they give us compassibility requirement because of the interlocal agreement that is currently in force by the county and the school board.

MS. HIGHTOWER: How many homes are in the first phase?

MS. SCHULTZ: In the -- in the first phase -- Let me just get my numbers here. Are you talking about the phase that was finished in 2012?

MS. HIGHTOWER: No.

MS. SCHULTZ: Oh, you're talking about our first phase of our project.
MS. HIGHTOWER: Yes.
MS. SCHULTZ: Okay.
MS. HIGHTOWER: Those units.
MS. SCHULTZ: Huh?
MS. HIGHTOWER: Those two that's already in schools.
MS. SCHULTZ: Be 102.
So in phase -- in our phase I will be 102.
MS. HIGHTOWER: Okay. Thank you.
MR. INGWELL: Can you confirm the number of homes per phase? I counted 102, 140, 164 phases I through IV.
Is that correct?
MS. SCHULTZ: Right. The addition will create approximately 300 in new -- 390 new --
MR. INGWELL: Well, the question was about how -- number by phase, number of homes by phase.
MS. SCHULTZ: By phase. Yeah, if I can get that to you.
MR. INGWELL: While they're looking that up, to women, to ducktail on the school -- the school question, it's my understanding this will

be two entrances on Mobile Highway; is that correct?
MS. SCHULTZ: Yes. That's exactly right.
MR. INGWELL: They will be the only two entrances to the PUD?
Do we know what the impact on Mobile Highway is?
MR. JONES: Mobile Highway is a state road, but we -- we did -- Mr. David wasn't -- he wasn't here. That is a state -- that is a state road.
MR. GRAY: He's right there.
MS. SCHULTZ: May I answer your question, Mr. Ingwell?
MR. INGWELL: Yes.
MS. SCHULTZ: Okay. So in phase I, we've talked about that number.
Phase II, 114. Phase III, 103. Phase IV, 85.
UNIDENTIFIED MAN: 65. 65.
MS. SCHULTZ: Oh, sorry. 65. I need to get some glasses. Geez, it is 65. I'm sorry. I need to get my eyes checked, gentlemen. I'm sorry.
MR. INGWELL: I'm trying to count up the

little green dots, so that's why mine are different.
MS. SCHULTZ: Apologize.
MR. JONES: And -- and -- and we will -- we will be -- They -- they really got to get back with -- with DOT on Mobile Highway.
They got to go by their review and get all of their permits and issues in compliance with the -- with the state, with DOT.
MR. INGWELL: You know, the concern is the lag in the infrastructure out in that area. It falls behind the developments and all, but -- I know the citizens are really concerned about that.
MR. JONES: Yes. Yes.
MR. INGWELL: And this is a prime example.
MR. JONES: Yes.
MR. INGWELL: And they talk about the amenities being built after phase II. Well, that's after, you know, 105 homes -- or I'm sorry -- after 100 -- or 220 homes are built.
Who's to say . . . This project has been delayed once. What if they just delay it just prior to phase II, and . . . I'm thinking you have no amenities. But, again, 220 homes, so,

again, it's a concern. And I'm sure we'll hear about it when the citizens speak.
THE ACTING CHAIRMAN: Horace, briefly -- and it may be beneficial -- a planned unit development and urban development -- planned unit development, would you give a short description of what it is, why they're here proposing this, just for us, for everybody?
MR. JONES: Absolutely. Absolutely, Chairman.
As Ms. Kerry Anne stated, because of the -- because of the Land Development Code requirements, as far as what the setbacks and -- and the lot width requirement of the zoning district, they are proposing, based on a reduction in the lot-width requirement for the zoning district, as well as a setback requirement in the zoning district.
Now, because we do not give a blanket variance to plats, the only option that is available is a planned unit development process.
According to the Land Development Code, with that type of process, they have to present the county -- They got to be creative, and they got to present the county with some

incentives -- with some incentives so the county can say, "Hey, like these things. It will benefit the entire county" with their proposal.

It is a quasi-judicial process. And that's why we're here today because, again, the county does not give a blanket variance because a variance requires a substantial hardship.

This is not a hardship. This is a request from them. But the planned unit development process, it allows them to be creative. It allows the counties to review it, and look at some of the things that they are presenting to the county as bonuses or as incentives for the county. This is the type of development that we do want to see.

Now -- And I must say this: Currently -- currently our subdivisions regulations in place, according to the Land Development Code, they are very, very limiting in scope and limiting in what we would like to see.

So, therefore, the PUD -- I should give them opportunity to tell, "This is what we could aim for. This is what we want to see."

And if you do that, hopefully the board can say, "Let's make some overall subdivision

changes."

But right now, the subdivision is very, very limiting in some of these things that they're offering or asking the county to take on.

THE ACTING CHAIRMAN: So to the point, I guess what I'm really after is, let's just in theory suppose that this particular project -- any other PUD gets approved, where does the applicant stand at that point? What is their next step?

So the reason I'm asking this is, in my estimation -- you can correct me if I'm wrong -- it does not allow the applicant to circumvent any of the process.

It is simply another -- Where do they stand in the process, if it is approved going forward? And to that point, where does it go from here? Board of County Commissioners.

And explain the public's input along that path, where they go. So, in other words, explain where they are with the development order that -- they have the PUD development order. Where do they have to go from there?

MR. JONES: Okay. So -- so one other

step. They started with the application with the site plan review committee.

We gave them some additional comments. Now this is set for today. They got to let the board say, "We like -- we like the amenities, in light of what is being asked."

The Planning Board will make a recommendation, whether it be in favor or not. We just assume that is going to be in favor, so I can tell you the next step.

It will go back to the DRC committee. And based on all those things, to get -- formulate to the BCC. The BCC is the one that will accept the PUD.

Once that is accepted by the BCC, all of those things come back to the site plan for the review and all of the things must -- They cannot alter --

THE ACTING CHAIRMAN: Site plan.

MR. JONES: The site plan.

THE ACTING CHAIRMAN: And I'm saying this in response to the question about the infrastructure because it is important.

MR. JONES: Yes.

THE ACTING CHAIRMAN: And then they -- Go

ahead. Keep going.

MR. JONES: Yes, sir. Yes, sir.

Once the -- once the board approve the planned unit development, they cannot alter. They got to abide by those, what is asked of them.

They got to adhere to those exact -- Now, being that this is a phase development, there's a timeline in place. So, therefore -- so, therefore, certain things will come at set times.

Now, with the -- with the issue of the DOT and the infrastructure needs, I wish I had more latitude and more discussion on that, but that's something that, as far as the state, we don't -- we cannot control them.

We can just say, "Please, please, please. We want you to do that."

But they must stay consistent with the timeline. If -- if they do not meet those things in the site plan, they will not receive a development order. They cannot alter. They got to -- If they said they're going to do, the board said, "It got to be done."

THE ACTING CHAIRMAN: That's regardless of

the phasing.
MR. JONES: Yes, sir.
THE ACTING CHAIRMAN: The development order is universal, correct?
MR. JONES: Yes, it is.
THE ACTING CHAIRMAN: It's not a development order per phase.
MR. JONES: No.
THE ACTING CHAIRMAN: It is a development order per phase.
MR. JONES: But the master plan . . .
THE ACTING CHAIRMAN: Yes, sir.
MR. JONES: . . . is what they have to go by.
THE ACTING CHAIRMAN: Okay. Thank you.
MR. FEARS: Okay. So when they're done with the BCC, they would be going for the preliminary plat review. They need a development order for that, and as well as the construction plans for each phase.
So once they got those for phase I, they have to resubmit for phase II. Preliminary plat, construction plans, and get final plat before they can build it.
MR. JONES: And each time staff will look

at the PUD documents. And if it's not in there, they will not be receiving site plan review or a development order.
THE ACTING CHAIRMAN: Very good.
Ms. Schultz.
MS. SCHULTZ: Yes. Thank you, Mr. Chair.
If I can go ahead and just respond to what Mr. Ingwell had mentioned earlier about, "Hey, why are the amenities not going to be even, you know, constructed until phase II?"
We worked that out because, as most of you know, in development, we don't want the pool and the clubhouse and all of that to sit there and incur a lot of expense with utilities or to be damaged. And so -- or to be -- trespassers to come or to be an issue. So it wasn't -- That was the thought process in going in there.
Now, I can tell you, in knowing this developer -- I represent the applicant, but in knowing the developer, I know that they get in there and they do what they want to do because they're excited about this, if they are able to move to the next level. So that's the only reason.
And what happened in 2007 is not the same

group. And obviously we all know the economy at the time, so this -- we don't anticipate there to be any other issues with that.
We hope that you will find that we have met the criteria for PUD approval. We believe that through the staff analysis, supports, and what you've heard today, and what has been presented before you, that we believe -- we believe that we have met the criteria.
And we're hoping that you will see a recommendation in favor so that we can move to the next step.
Thank you for your time.
THE ACTING CHAIRMAN: Thank you, Ms. Schultz.
Y'all have any other questions?
MR. INGWELL: I have one more quick question.
If the PUD doesn't get approved, how many homes can go in, if you don't get the 50 foot?
MS. SCHULTZ: It would be the four units. So I'd have to do the math.
MR. REBOL: I don't believe we've looked at anything other than the 50-foot lots because we're, again, starting with the old 2007 master

plan.
So I would -- 10 or 20 percent probably reduction overall.
MR. INGWELL: Thanks.
THE ACTING CHAIRMAN: I guess the idea, we're saying the tradeoff with the --
MR. JONES: Yes.
THE ACTING CHAIRMAN: -- PUD is that the people get something in return, correct?
MR. JONES: Yes, sir. And I do -- Thank you. And I do believe that that -- this will be a public subdivision.
MR. REBOL: Yes.
MR. JONES: And there could be some public uses as well. For example, with the dog walk.
Those things. Sidewalks on both sides of the road. Those -- The shade trees. And all those things are good things that subdivisions do need.
But, again, our provisions are very limited on what they can do.
MR. FISHER: Staff has -- under findings.
And one thing I just wanted to mention. We did talk about the wetlands, but, you know, this is a 322-acre parcel. 220 of the wetlands

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would be in a conservation easement, where if they didn't -- went the other route with wet loss, they don't have to put it in conservation easement. This is another way -- They're making sure these wetlands will not be touched in the future.

THE ACTING CHAIRMAN: I'm joking, but not joking. Staff may entertain finding a home for our previous unicorn relocation program. I'm -- I'm -- I'm not kidding. I mean, if you look at the map, it's not far away. But I'm going to leave that alone.

But does the board have any questions for the staff or for the applicant at this point?

MR. GRAY: I may have a tiny question for that northwest entrance for Jason again, Mr. Rebol.

MR. REBOL: Yes.

MR. GRAY: I am not familiar with the equestrian center, but I do assume they do have riding trails that go up in the northern extents of their property.

And do those have any connective tissue? Is there any potential for connecting any of your homes with an equestrian center to the back

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end?

MR. REBOL: Alan, I really don't know. I haven't been that far back into the property, just because of its inherent wetlands, so I do not know if there's any trails that cross onto our property from the equestrian center.

MR. GRAY: Yeah. And I can't tell from here. It's minor, you know, lines along the trees.

I'm just wondering if there's any trails that have -- you know, over the trees --

MR. REBOL: You --

MR. GRAY: -- not by purpose, but by --

MR. REBOL: If there --

MR. GRAY: -- people doing it, going into that property.

MR. REBOL: If there are trails there now, it's going to be put into a conservation easement.

I'm not saying that they can't just go trespass, but --

MR. GRAY: -- there was a lot in conservation --

MR. REBOL: Yeah. Well --

MR. GRAY: -- recreation --

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MR. REBOL: -- that -- that --

MR. GRAY: -- is absolutely encouraging --

MR. REBOL: Okay.

MR. GRAY: -- recreation.

MR. REBOL: Well, then, I would say that could continue to happen on the property.

MR. GRAY: Well, I wonder if that's an untapped amenity that you have yet --

MR. REBOL: Yeah.

MR. GRAY: -- to figure out --

MR. REBOL: Yeah.

MR. GRAY: -- for the northern end of some of your -- of your --

MR. REBOL: Yeah.

MR. GRAY: -- reach there.

THE ACTING CHAIRMAN: A new equine community.

MR. GRAY: A new equine community, indeed.

Okay. Thank you.

No pun intended on the -- the unicorn relocation.

THE ACTING CHAIRMAN: We have some speakers.

Before I ask Ms. Cynthia Cole to come up, I'm going to ask Meredith for your advice on

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this. It has a note on here to please donate her time to Ms. Theresa Blackwell.

Does that -- I mean, does that speaker need to come up, state their name, and then formally say that? Or what's the process? I forgot.

MS. CRAWFORD: No, not necessarily. Typically what this board does and I've seen the Board of County Commissioners do is simply state that, you know, Person X has submitted a form and they agree to donate their name to person Y, and that's sufficient for that second individual to come up and speak for the consolidated time.

THE ACTING CHAIRMAN: Very good.

All right. Well, Ms. Cynthia Cole, if she's here, do you still intend to donate your time to Ms. Blackwell?

(No audible response.)

THE ACTING CHAIRMAN: I guess she's here. Go ahead and assume that she did. It's written on here.

So Ms. Cynthia Cole, 3101 Highway 97, Molino, has asked to donate her time to Ms. Theresa Blackwell.

Ms. Blackwell, If you'll come up.

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

MS. BLACKWELL: Good morning. Theresa Blackwell.

I just want to start with an aside. The name of this subdivision is going to be confusing, since we have a Bridlewood Road further up Mobile Highway. They have a Bridlewood Subdivision. Seems to me it should be a different name.

Okay. To start off, I'll just say this applicant is asking for a great deal.

In 2015 we already doubled the maximum density for LDR for most of the zoning that was combined into it.

So . . . So now they want to reduce that further to make that -- and then again, we reduced the lot width from a minimum of 70 to 60. And now the applicant wants to reduce that further to 50. Not only that. They want to reduce the setbacks.

I'm going to start with criteria one, creative planning.

If you look at the subdivision lots, they -- you know, they -- they are all very close in size. You know, much more creativity could have been included here. We could have had much more of a mix of housing types in there.

Yes, the houses have different facades, but the size of those lots are going to mean that they're all -- you know, they will be -- you know, they'll look much like the subdivision that's in back of me, which looks like mushrooms sprouting behind me, they are so close together. So there could be much more creativity in dwelling unit types, which is a prime criteria for this.

Second, item 2 of the criteria. I haven't heard anything about the wetlands buffer areas. Those need to be preserved also.

And amenities, number 3. These amenities will benefit the people who live in that subdivision, but I don't see how they would benefit anyone else in the greater area for the traffic they will be getting.

A dog park? We have one right down the road on Mobile Highway, a nice dog park. So

even if you let the public in there, you know, they don't need it. They've got a nice one right down the road.

Landscape package. Landscape package. What does that mean? Does that mean that whoever buys this house who is scraping for their down payment or for their -- you know, to be able to buy the place, are they going to be offered that they can pay more for this landscape package? That doesn't . . . I'm not sure what that means. I don't -- I wouldn't take that as something I can count on.

Other considerations. Traffic.

But I'll start with schools. Kevin Adams has told me that they got way more students than they expected this year.

If you look at Beulah Elementary, it looks -- you know, it looks more like a bunch of mobile buildings. And even then, they got more -- way more than they expected.

This will not -- Since we have no concurrency, there won't be anything to help pay for that new school. There won't be anything to pay for the maintenance of all those roads going into that subdivision. And at Mobile Highway,

they will have traffic bottlenecks.

I could not see on that plan where there's a second entrance. All I could see was going off of Steeplechase, which in that case would mean 399 new homes. You know, say two cars a home. That's like 800 cars making trips back and forth past those poor people on Steeplechase. When they moved in there, I don't think they were expecting that.

So if someone could clarify that. Where is that second entrance? I don't see it.

But . . . Okay. So this will reduce the quality of life for those people that all these cars will pass by. Even -- even safety concerns. You know, they'll have much more traffic.

And I wanted to make some general comments. Commissioner Berry. It was not enough to reduce the lot width in a semirural place from 70 to 60 feet minimum.

Now you want to make it easier to get a 50-foot lot width, put in a few streetlights, a tree of blocks [sic], some sidewalks, things that should already be required for any subdivision. And we will let you push houses

more tightly together, even in places where that type of development does not belong.

We won't charge you any impact fees for the increased need to build schools or to replace the roads when they wear out in 20 years. Those sidewalks, et cetera, will benefit those who live on those streets. And like I said, they should be given anywhere.

Also, why are we approving old-style cul-de-sac neighborhoods with dendritic street patterns that collect cars from branching networks of streets so that they can dump them into the two big rivers of Mobile Highway and Nine Mile Road? We're continuing to approve these types of subdivisions at a rapid pace in Beulah, which will only make our traffic situation worse and worse.

Thank you.

THE ACTING CHAIRMAN: Thank you, Ms. Blackwell.

Does the applicant wish to respond to any of the items addressed?

MS. SCHULTZ: Just real quickly.

I take exception to everything that Ms. Blackwell said. Most of it was hearsay on

communications she's had with other parties, but because this is quasi-judicial proceeding, I'm just going to go over -- We do have the creating planning. All of that is in your packet. And we meet that criteria for creative planning. There's nothing in there that says that you have to demonstrate one will be 120-by-90 feet lot; then you have to have, you know, three others that are 50-by . . . So there's nothing like that. We have met the creative planning.

The wetlands. I'm not even really going to go into that because we technically could move forward without the PUD and impact those wetlands. We're choosing not to do that. We could actually mitigate those currently right now. And we're choosing not to do that, and maximize our density by doing that.

By doing the PUD, we go down to 1.2 instead of the 4. The wetlands will have a conservation easement. So with the PUD, we're going to be -- we're going to be confined to protecting those wetlands, which we want to do with the conservation easement.

Should we build what we currently can right now, we could actually impact those

wetlands. And that's not our goal. So I would like the public to understand that.

As far as the amenities, we all know the Land Development Code. Her opinion is, well, it's not the public. Well, it is public amenities.

So whether or not the public chooses to go through there, that's not our burden today, but we can certainly demonstrate under the law and what you see, that this is a public -- these will be public amenities. Should the public not go there, that's fine.

As far as her analysis on the landscape package and people's down payments and all of that, completely irrelevant to the criteria from a legal perspective. The builder will provide a landscape package. That will be included.

As far as all the natural buffers and everything that we have to do for development, that will be taken into consideration.

Mr. Horace Jones had mentioned earlier, the setting down of all those phases and approving those as we go, this will be a project that will be heavily regulated, and the forethought would be to have this very orderly,

consistent with the master plan, with no ability to deviate.

And I'm confident that with DOT and everyone else, and all the other organizations that are involved with development, will be on board and will -- obviously we will be in compliance with that.

The argument regarding safety concerns, safety is not even an issue. There's no safety concerns, but safety is not a form of criteria. That's why the staff did not go into that on their analysis on that.

The conversations with schools and everything, as Mr. Fisher actively pointed out, the schools have capacity. The staff analysis, including my analysis, shows no issue that we can't meet the level of services that we currently have.

And based on that, despite hearing the comments from the public, we believe that we have legally met the criteria to move forward with a favorable approval to the Board of County Commissioners so we can get this project under way.

Appreciate your time today.

THE ACTING CHAIRMAN: Ms. Schultz, before you leave or I'm not sure if yourself or Mr. Rebol. Can you point out the two entrances just for clarification? I know that Ms. Blackwell had asked where the two entrances ran to.

MS. SCHULTZ: The entrance is on Mobile Highway. Let me show you. If you pull up your master plan.

MR. FISHER: Ms. Schultz, if I may, this actually has to do with the current development phase as well.

This is just a -- one entrance to the overall concept here. And also, to kind of backtrack, this existing development is called Bridlewood, so it is -- it's built. So there's no name-changing because we had a -- for Ms. Blackwell about the road. So this new development will be called, you know, Bridlewood PUD, P-U-D.

But this is this little sliver right here. I don't know if you can see it. This is a second access for fire safety. That is where there -- if there would happen to be a fire or something in the woods, there wouldn't be -- and fire safety can come up this road and head up

that way.

This was already approved by Public Safety. They're aware of this overall master plan, and have looked at this.

And so this has already been through the site plan review process on that. And this includes the overall master plan.

So it's not a double access for the public. It's just one little access easement that's gated that fire safety will have a key for to go through to get there whenever it's needed.

And the requirement also is to have a boulevard entrance, which they do, when you're only having one entrance and exit.

MR. INGWELL: So basically there's one physical entrance to Mobile Highway for 388 proposed homes.

MR. FISHER: That is allowed under the fire safety, if there's a boulevard entrance.

THE ACTING CHAIRMAN: So is that where everybody's coming and going? I mean, how do you get in? That's where they get in, correct?

MR. FISHER: (Nods head up and down.)

THE ACTING CHAIRMAN: Okay. Sorry.

Our next speaker is Mr. Earl Rhodes. If you'll come up, state your name and address. Be sworn in.

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

MR. RHODES: Name is Earl Rhodes. I live on 5658 Janesville Lane.

I'm approximately right behind the wetlands that they're discussing. I have been there three years, and witnessed the water running off through my property down into that swampland that they're talking about.

It's a natural sponge. Takes all the water down into the big oak trees down there. There's some beautiful trees down there they want to cut out and put all these housing down there.

All right. Prior to the model airplane deal there, that's the oldest Escambia dump right there. And when I was told three years ago when I bought this property that that was -- no HUD could build down in that wet end behind my house.

So I'm looking at it right now where I'm at in the cul-de-sac, I'm going to have five houses right behind my property real close by.

And to have the county have the drainage right there off that road -- it comes right between my property and my neighbors that has a concrete little culvert right there. And it has a runoff draw on it.

When it floods, it fills up, and it automatically, naturally goes back in the woods and soaks it all in.

My problem is, if they build all these houses in there, and they put a retainer pond in there, you're going to have an increase of flooding in that area, because I go down in that swamp area. And it is a area right off that creek there that that water draws in there. And it fills up pretty quick when you have massive rains through there.

MR. INGWELL: So if I may interrupt, where is your property on this map?

MR. RHODES: My property is dead on the end of Janesville Lane on the right-hand side.

MR. INGWELL: Put the cursor over it or --

MR. RHODES: It's all the way down on the

end on the right-hand side.
MR. FISHER: Where's Janesville?
MR. GRAY: Should be right there by that -- by your cursor somewhere.
MR. RHODES: Keep going down to the end down there.
(Multiple people speaking simultaneously, not reportable.)
MR. GRAY: To the right or the left?
MR. RHODES: To your left.
MR. INGWELL: Just want to get an accurate location.
MR. RHODES: It's the last house on the right.
MR. RUSHING: Last house on the right of Janesville.
MR. FEARS: Is that it? Can you see the cursor moving?
MR. RHODES: Yes. It's right in there. On the corner.
MR. GRAY: Thank you, sir.
MR. FEARS: Go ahead.
MR. RHODES: To that, you know, is the -- like she was talking about, is the traffic issues, you know. Like, there is -- hard now to

get in and out all off of Janesville Road to get on Mobile Highway.
And our concerns is right now they're going to be wanting to cut another road through there between our neighborhood and coming back through Mobile Highway to get out, you know. And that's increasing more traffic, of course.
And . . . and the other thing is, is like I was -- like I was discussing the acreage back there and all that, and you got nature trail dead right behind us. They got more acreage behind there. Why are they building over the swamp?
In future thing, you know, I -- I'd rather be building anyway. You know, is . . . They're building roads over that swamp right in that little area right there. It ain't but 100 -- 128 yards from my house where that creek is in and the swamp.
That little area right there is -- it fills up with water, like I said, and then it drains, you know. And the ground automatically soaks it in. You can go in there after -- three days after a rain and it's gone. You know, it's absorbed back in. That's a natural absorbent.

And our most concerns is, like I said, is the flooding issues, and the people that are buying the houses.
I know they're engineering all this, but how -- how are you going to pack that ground and keeping them people's foundations from falling in when it's a big rain?
Like I said, that creek runs all year around too back there. And it comes all the way from Nine Mile Road through there.
I don't see these retaining ponds holding that much water coming through there. Before I -- before I moved there, it had a big flood -- klondyke floods through there. It don't have the capacity to go through to Perdido right now.
You can go out there -- I was out there like two weeks ago out there after a big rain. Rain flooded all up in that area. Driving over the bridge, it put a lot of stress on the area, so --
MR. GRAY: Is it possible for Mr. Rebol to potentially answer --
THE ACTING CHAIRMAN: Yeah. I was going to ask him if he could answer two things.
First of all, this question about runoff,

one; and, two, is there a proposed roadway that you plan from that -- that fourth addition, I guess, to Mobile Highway?
MR. REBOL: Mr. Battle's going to answer the question for you.
- - -
PAUL BATTLE, upon being duly sworn, was examined and testified as follows:
- - -
MR. BATTLE: Paul Battle, Rebol-Battle & Associates, 2301 North 9th Avenue.
In the purple area up there, if you can see -- I don't know if you can read it. That's the future phase. We showed it for the master plan purposes, but it's going to be very challenging to actually develop that.
We needed to have it in on the master plan just in case in the future we wanted to try to permit that, but . . . So we wouldn't have to come back and do another master plan.
But the wetland crossing from the -- When they did the original wetlands in 2007, the wetland delineation was different.
We went back and -- now and did another delineation in the crossing for -- to get to

phase IV is much bigger.

We -- we have an overall Army Corps wetland permit we applied for. It doesn't even include that phase. We thought it would be such a challenge. So it's kind of for information purposes only, if you can read that note up there.

And there's no plan to connect to Janesville Lane. We actually don't have a way to do that without, you know, acquiring additional property.

So I really don't see that being developed at this time, but we have it on there just so we wouldn't have to come back and change the master plan in the future if we needed to.

THE ACTING CHAIRMAN: Understood.

So I'm assuming that all of that would go under the same criteria regarding engineering.

MR. JONES: Yes, sir.

You're right, Mr. Battle.

And Jason and Paul, if y'all can talk to the gentleman and really -- really -- If you can get with him because he expressed some concerns and just really, really wants to know what's going on. So you can -- Maybe if you could

maybe basically alleviate some of his concerns that he stated for his property, since you're saying that it's going to be almost -- very, very difficult to build that. If you could just talk to him about it.

THE ACTING CHAIRMAN: He's accurate in that it's a natural sponge.

MR. JONES: Yes.

THE ACTING CHAIRMAN: And so one of the things that, obviously, if I'm living near there I'm concerned about, what is the status for Horace and staff to, you know, no new subdivision should adversely affect somebody who's living there, right?

MR. JONES: Absolutely.

THE ACTING CHAIRMAN: And that's part of your criteria when you're going through the process of -- I'm assuming -- if it were to go through this stage and on to the next stage, you don't look at it as an individual island.

And the infrastructure of the subdivision and how it affects the typically -- I mean, I would hope you would -- the attempt to be to improve it, not --

MR. JONES: Absolutely.

We would definitely not try to exacerbate it. And I don't think they will either. So we'll look at all of that, if that area ever come to fruition.

MR. GRAY: Mr. Chair.

THE ACTING CHAIRMAN: Yes, sir.

MR. GRAY: And while I have Paul here, I'm also noting the neighborhood that he has a home in has some significant stormwater back-to-back facilities.

If you could scroll the screen to see what's further south, and if you go under -- Move your cursor, if you can, whoever's on this, to the area delineated wetlands, under the purple expansion.

It's right -- No. Come south, please. And note that's a facility from up north a little bit. That was a facility. Move east a little bit. That was -- No. Keep coming west again, please.

Right. I see three stormwater facilities. Are those not stormwater facilities or just really, really green grass? Fishing ponds.

MR. REBOL: No.

MR. GRAY: Ponds?

And what's the outflow on this, or where do they spill over? Is that onto their property or onto this wetlands behind there?

It uses the wetlands behind it?

MR. REBOL: Yeah. Yeah. I mean, the wetland -- the creek is down gradient spot in this area.

MR. GRAY: Yeah.

MR. REBOL: So most of that stuff probably all outfalls to the wetlands.

MR. GRAY: So technically speaking, his neighborhood requires their property that the applicant owns in order to alleviate the pressure of stormwater.

MR. REBOL: Right. So the -- You know, the fourth phase, as it does come online, all that new development is all down gradient of anything to the south of us.

MR. GRAY: So that is definitely some off-site impact --

MR. REBOL: So that's --

MR. GRAY: -- from the neighborhood that he's mentioning, into your property.

MR. REBOL: Right. So --

MR. GRAY: And --

MR. REBOL: -- when we're designing that, we have to --
MR. GRAY: Yeah.
MR. REBOL: -- we have to design for that.
MR. GRAY: He has to design for your city -- your part of the neighborhood's stormwater impact, if you understand that.
So . . . So they do need to -- that -- that educational moment, I think, too.
Thank you.
THE ACTING CHAIRMAN: Ms. Charlene Rhodes, come forward.
MS. RHODES: He speaks for me.
MR. GRAY: She said, "He speaks for me."
THE ACTING CHAIRMAN: So you'd like to donate your time to Mr. Rhodes; is that correct? I just -- I want to be clear because I don't want you understanding -- You can do that. If -- if it does go forward at the Board of County Commissioners, you'll have the opportunity to speak.
So if that's what you'd like to do, we'll go on the record that Ms. Charlene donated her time to Mr. Rhodes, who spoke.
So, Mr. Rhodes, if you have anything else

you'd like to say, that would be . . .
MR. RHODES: No. I'm -- I'm pretty good on what I said, sir.
THE ACTING CHAIRMAN: Yes, sir.
And I think we're -- we've done with the public comments, unless somebody else . . .
MR. GRAY: Just for the record, he said he was good in the back of the room, that he did not need to add any further comments, for the court reporter.
THE ACTING CHAIRMAN: All right. Board members, do you have any other questions for the applicant and/or staff?
MR. INGWELL: Of the 220-some-odd acres of wetlands, how much of that will not -- could not be built on, regardless of the project?
MR. REBOL: How much could not?
MR. INGWELL: Yes.
MR. REBOL: I'd say way more than half. I mean, if we could cross the stream and get up into that northeast quadrant, maybe we could get build -- actually build on some of that, but -- You know, so I would say probably half is just not buildable. It's in the flood plain or floodway.

MR. INGWELL: So at least 110 of those acres --
MR. REBOL: Yeah.
MR. INGWELL: -- it's just no possibility --
MR. REBOL: Right.
MR. INGWELL: -- of development.
MR. REBOL: Right.
MR. INGWELL: With respect to the amenities, are those public?
I mean, you say there's going to be a pool and a clubhouse. So any person driving down Mobile Highway will be able to pull into that neighborhood and --
MR. REBOL: Yeah, they're all going to be public amenities, correct.
MR. INGWELL: There will be an HOA associated with this project?
MR. REBOL: Yes.
Is that correct?
MS. SCHULTZ: Yeah.
MR. REBOL: Mark? HOA, correct?
Yes.
MR. INGWELL: The HOA will be concerned about any kind of liability from -- from the

general public using the common areas that they are responsible for?
MR. REBOL: I'll let the attorney answer that one.
MS. SCHULTZ: How this works under Chapter 724 of the statute is that, the articles of incorporation will be formed. You will have -- The declarant will then record a declaration.
In there, it will talk about the pool and the dog park, and all of the other benefits that we have on that.
When it comes to signage, as far as pool and liability, that -- whether it's public, we don't probably anticipate the public probably wanting to use it, but certainly it is a public benefit under a planned unit development.
All of those legal documents will be prepared in accordance with Chapter 720. And, in fact, the county has to review those, in addition to protecting the wetlands should something happen. So there's a huge review process that goes over that.
MR. INGWELL: So it could be said that, as Ms. Blackwell mentioned, there's a dog park down the road just on the other side of the

equestrian center the public has free access to, whereas, with an HOA involved, they could -- could sometimes in the future basically shut the door to public access to their common areas for liability reasons.

Is that a fair statement?

MS. SCHULTZ: I don't know if it's a fair statement, in that the association can regulate those lots through its common areas.

I anticipate that the -- I don't know if I will be that attorney for the association, but -- So a lot of that's speculation. And I don't want to speculate. I want to talk concrete evidence.

So I anticipate that the association will have a general liability for the clubhouse. I'm sure there will be rules and regulations regulating the clubhouse, if someone wants to have a birthday party or they want to have a meeting or whatever.

I'm sure the pool will have certain signage, like "no diving," "no child left unsupervised."

So getting into those legal issues is something that we'll have to deal with, but as

far as purposes of PUD criteria, it would be irrelevant.

I don't want to misstate something illegally that will be done in the future with other review process and boards, and all of that, and regulatory guidelines that are outside the PUD concept.

MR. INGWELL: I guess my point is . . . And from where the criteria for the PUD is for public benefit, there are amenities that are for public benefit, in reality, there really is no public benefit with these amenities, potentially.

MS. SCHULTZ: I would respectfully disagree.

There is a nature park. Whether or not -- As Mr. Pyle has mentioned earlier or I think Mr. Gray, talking about the equestrian center, of course, in a subdivision, you know, equines are unfortunately prohibited. I'm a huge horse person, but that would be something that would not be allowed.

But as far as the nature park and the trails and all of that, that is public. And you know that that -- the legal documents will show

the dedication of the utilities, and all of that. So I actually respectfully disagree with your comment.

MR. CLAY: I have a question for the attorney.

Who would be handling any dispute between the public and the HOA, if there is any dispute that arises?

MS. SCHULTZ: Under Chapter 720, Florida statute, if the public had a concern about that, they would probably -- And I'm just speaking general because this is really outside of the planned criteria and for purposes of today, but I'll just speak from experience -- from my years of experience handling HOAs.

If a person had an issue, they most likely would either write a letter to the board or they would file an action in Circuit Court against the association under Chapter 720, Florida statutes.

The declaration is a contract that gets recorded. And it's binding among the owners of the subdivision and the association board, once the developer turns over control to that board.

So if anyone had a dispute, they would

either, A, call the police, or, B, reach out to the board. And I anticipate the board's attorney would handle that.

Here's also something to consider --

MR. GRAY: Ms., can you back off that mic? It is extraordinarily hot.

MS. SCHULTZ: Oh. I'm sorry. I'm sorry.

MR. GRAY: Can we have the staff to address the hot mic at the stand, please?

Thank you.

MS. SCHULTZ: Okay. I'm sorry, Mr. Gray.

MR. GRAY: That's all right.

MS. SCHULTZ: The other thing, too, is that, for example, if a person rents a property or if a person has a birthday party and they have invitees at the house, your friends and your guests, when you are a member of an association under Florida law, you have certain extensions of you, whether that be grandma, grandpa, whether that be a friend of your child at the house, all of those people are an extension of the owner. And so there may be recourse there.

But those are legal issues that -- certainly I'm just speaking in a hypothetical --

anticipation of what could possibly happen.
But for purposes of PUD, to the extent that the PUD is approved, all of those legal documents would be prepared for that.
Just so this honorable board is aware, as you know, there's kind of a theme in both counties of: Because there's not that middle ground there, going from LDR to MDR, we could have done that.
And we, in talking with the staff who's been extremely resourceful and wonderful in talking to the County Commissioners on other projects, they have encouraged the PUD process.
We have spent a lot of time and money, and a significant amount of money and time in coming before this honorable board because it's been known in several projects of mine, along with other lawyers who have said that, you know, because the Land Development Code doesn't have a middle ground -- we go from LDR just to MDR -- we really don't need all the benefits of MDR. It gets denied. So development is just stopped.
So now the new approach is, hey, the Commissioners are wanting to see -- and Mr. Berry actually said. Wilbur Robinson said that

at the last hearing on something that this honorable board approved for one of my other developer clients. You all approved it.
And the County Commissioner said, "Come back with a PUD."
So we're hopeful that this honorable board is aware of that, and that you see that we have made significant concessions, and we're not maximizing our density, and that we have thought logically and creatively in trying to go forward to make this a beautiful neighborhood, to accommodate all those new folks that are going to be actively employed in our wonderful county.
Thank you.
THE ACTING CHAIRMAN: I just wanted to clarify, too. We talked about the public use.
Look, you guys are right. I don't think the people are going to say, hey, let's go up to this new subdivision and walk our dogs.
I think the idea is that there's a give and take from applicant, developer, whomever with the county.
What are they getting in exchange? They're getting it back to what they were with the lot width, so that they can put this.

In exchange, a, they're backing off wetlands, I'm assuming to a great degree. And the walking trail, the dog parks are amenities.
I mean, how -- what else can we ask them to put in there, you know? Again, I don't think that . . . I'm just trying to clarify that these are items in a PUD that they have to offer up. I don't know what else they could offer up to the public for people driving through.
The connectivity issue is there from the existing built lots to the others. I mean, it doesn't . . . To your point, I don't see people driving up, especially if it's a gated area.
But what is it that we're getting back? And if we're not careful, the other side of this, what can they do now currently? And how does that impact people if they don't need this type of exchange, you know?
So I'm all for it, look, and especially Mr. Rhodes and the concern about the wetlands, especially given his house is right there. That is very, very good. It's great, but, you know, the rest, I think is -- we've got to be careful when we're talking about a future HOA board. I mean . . . Anyway, go on, if you have any

questions.
MR. INGWELL: No. And I agree with you. My point is, I think public benefit is a misnomer.
I think it's a benefit for the homeowners within the development. And I mean, keep them within their development and not use -- You know, it gives them options. I understand that.
THE ACTING CHAIRMAN: And I think that -- But I guess what I'm saying is, the public benefit is, here we are. Public input. What else can we do to help make the applicant plan for a responsible development?
Not just mushrooms, as we've said, just jamming them in there and regardless of what kind of impact, what they can get away with through wetland mitigation.
Because in earnest, they could do that. And, in fact, I believe it's been explained that that has been done already. And that's probably not where we want to go.
Any other questions for the applicant?
MR. FISHER: I just want to touch on a quick point.
Mr. Ingwell, I think, just kind of brought

it up, was a lot of big issues with these subdivisions is the extra traffic.

Well, we're creating this dog park amenity inside the subdivision. Now you're not having to drive down to the dog park down the road. Now you're just inside your subdivision.

You know, it's been brought up both ways. I think, look, you're trying to keep people in one area so you don't have all that transportation going back and forth.

MR. GRAY: Yeah. I wanted to bring that up, too, because I was going to ask -- We look at the -- I don't know how many -- Maybe it's a few thousand feet, wherever the phase IV.

If you were at that last parcel, it's how many thousands of feet would you have to negotiate to come out of the park -- the whole development, to be significant?

The one thought I had was, you do have an amenity to your east, which is the RC park. And I can see that if you had recreational trails that were able to exit your development, that folks could actually on foot or, you know, in some way communicate themselves out there without ever having to come out to Mobile

Highway.

Again, that was again the hope of what I was bringing up to Mr. Rebol, was if there was some way to have access to the equestrian center or vice versa, again, you know, I will -- Just keep in mind, equestrian center developments are hot.

People are building them all over this country. And people are paying good money to be in them because there is a -- you know, what do you call it? Almost a species-like bond between man and dog and man and horse. That's a huge thing.

And people are recognizing that that's something you can't do in East Hill, in downtown, or, you know, in Perdido some places.

But in these areas of this community, you're adjacent to an equestrian center, with -- with riding trail, you know. And you've still got phase III to get to that point where you said, "Okay. We are going to realize there's some connection." You might -- you might have a paddock amenity, okay, and that they might have some tie to the equestrian center. It might not be a bad idea just -- And you might have some

tie to the aviation park to your -- to your west -- to your east. Again, those might be amenities that you might want to highlight to your future homeowners.

Again, these are nothing of -- I can require you to ask -- ask you to do. And, again, we've been very thorough, I think, with you guys.

I just feel that, you know, it bears mentioning, now that you have some uniqueness and some things for considering that are very much appreciated, but there could be more. I don't know what else we could ask them to do. So, again, my point only is you're adjacent to it. Might as well try to have access to it.

THE ACTING CHAIRMAN: Understand. Board, are there any other questions?

(No response.)

THE ACTING CHAIRMAN: Staff?

(No response.)

THE ACTING CHAIRMAN: Or applicant?

(No response.)

THE ACTING CHAIRMAN: If there are none, I'll entertain a motion.

MR. INGWELL: I just have one comment.

THE ACTING CHAIRMAN: Go ahead.

MR. INGWELL: You know, I -- Look, I spent almost 20 years in Southern California in San Diego County and Orange County.

It's a high desert environment. This reminds me of Mission Veijo, California, where -- where the infrastructure is a big concern.

And I'm going to say the two words most people have heard. I know the developers are going to cringe when they see it, but mellow rules. And that's where you put the burden of the infrastructure improvements on the new developments. You know, it's passed down to the homeowners through -- you know, on their tax rolls.

The concern is the lack of -- the lag of infrastructure out in that area. And we're -- You know, the density here is, you can say it's one -- one home per acre. Well, that's per gross acre. In reality, we all know it's probably four per net acre when it's all said and done.

And I think it just -- Whether it be MDR, LDR, the way we manipulate the Land Development

Code and the -- basically, the Land Development Code where we squeeze as much as we can in there. And I get it, you know.

Developers are in the business of making money. But then again, it changes the whole -- the whole real environment for -- of MDR and LDR when you have these densities that don't really reflect what the Land Development Code states.

So that's my two cents' worth on this one.

THE ACTING CHAIRMAN: Okay.

MR. GRAY: And I do have a question for staff.

Let's say that this parcel was developed -- I'm sorry -- this parcel was boundered -- boundaried by just the area they plan to develop it.

And let's forget the fact that they own the other half of it or more than half of it.

What would your . . . What would that density be more akin to? If you look at these homes and the way they line up per acre with current zoning.

With current zoning, what would this be more akin to, if we forgot the fact these folks own the entire back end that is wetland?

Again, my only point is to illustrate the cluster -- The advantage of clustering is you get to preserve the amenity or the -- or the critical infra -- critical amenity, which is our wet -- wetlands -- wet areas. And the way that we allow is, we allow the clustering.

So my question is: What would you -- I mean, Horace, what would you guess that we're looking at here? Just look at this area right next to the pool amenity, those houses surrounding there.

Is that more akin to an MDR or is that more akin to an LDR, and how would we relate that best to our board here?

Sorry to put you on the spot, sir.

MR. FISHER: I mean, I can jump in.

MR. JONES: Jump in while I'm thinking.

MR. FISHER: Due to the lot width and the setbacks, those are MDR zoning categories.

MR. JONES: Right.

MR. GRAY: When we look at the overall density, the fact is, they do own a great number of acres beyond that, the overall density.

MR. REBOL: And that's where they actually -- They were talking about a use of

what was it? 1.2?

MR. FISHER: 1.2. And the actual density is four dwelling units per acre.

You go to MDR, I believe it's 10 dwelling units per acre.

MR. JONES: Right.

MR. GRAY: So they're in the neighborhood of a quarter of what we could allow by right, but because of the wetland there, they're preserving the wetlands by right and only using a quarter of what the density would allow should they do this by right, if they could.

Mr. Rebol.

MR. REBOL: I mean, are you asking there if we just used the upland area as our -- as our density calculation, how much we're getting -- I mean, generally when you start laying out your right-of-ways, and sewers, and ponds and everything, you're looking at maybe 75 percent.

So like a -- you know, three per acre is about as much as you're going to get, even with these narrow lot widths. So . . .

MR. GRAY: (Nods head up and down.)

THE ACTING CHAIRMAN: Any other questions or comments?

(No response.)

THE ACTING CHAIRMAN: All right, then. Entertain a motion.

MR. GRAY: Okay. I'm going to take a stab at this, Mr. Chair.

So I think I'd like to make a motion, considering all the -- all the information we've been shared today, considering the comments from the public . . . I think I would like to make a motion that we do approve this PUD and give this developer the -- you know, the green light on this plan, which -- which by all rights may change by phase III or phase IV, but that, you know, according to our Land Development Code and everything that we have on the books, and the fact that they're preserving this much critical -- critical acreage for the wetlands, give them approval.

THE ACTING CHAIRMAN: I have a motion.

Any second or comment?

MR. FEARS: Second.

THE ACTING CHAIRMAN: I have a motion and a comment -- I mean, and a second.

I have a question for our attorney and/or the staff. Before I put it to vote, I wanted to

question. I understand that either phase I or II or III, there's no special consideration going forward for wetland mitigation or wetland impact, given the engineer of record has mentioned that they are putting in that fourth addition as a kind of a place marker.

I don't know. Is there any comment or stipulation to put a pond in this going forward to the Board of County Commissioners, that that will -- they would have to, you know, explain and/or mitigate for those, and the, you know, people that will be impacted further than what we already have on the books?

MR. FISHER: Well, the way it works, they've to DRC an overall master plan. This is just another illustration of the master plan.

So what they're including in their PUD is that that work fits. It's just they're not 100 percent sure it will go through. They're just putting it in there so they don't have to come back to this board.

THE ACTING CHAIRMAN: Very well. We have that on the record.

We have a motion and a second.

All those in favor, signify by saying

"aye."

(Chorus of "ayes.")

THE ACTING CHAIRMAN: And those opposed, "nay."

MR. INGWELL: Nay.

MR. CLAY: No.

THE ACTING CHAIRMAN: For the record, I would like you to raise your hands. All those in favor, raise your hands.

(Mr. Gray raised his hand.)

(The Acting Chairman raised his hand.)

(Mr. Fears raised his hand.)

(Mr. Rushing raised his hand.)

THE ACTING CHAIRMAN: Those opposed, if you would raise your hands.

(Mr. Ingwell raised his hand.)

(Mr. Clay raised his hand.)

MR. JONES: Thank you.

THE ACTING CHAIRMAN: I believe that passes with 6 to 2; is that correct?

MS. CRAWFORD: 4 to 2.

THE ACTING CHAIRMAN: Thank you. And obviously, this will be brought up again at the Board of County Commissioners. Thank you very much.

MS. SCHULTZ: Thank you.

THE ACTING CHAIRMAN: I believe that is the end of our quasi-judicial review.

We will take a five-minute break between this and our regular Planning Board meeting.

(Hearings concluded at 10:30 a.m.)

CERTIFICATE OF REPORTER

STATE OF FLORIDA)
)
COUNTY OF ESCAMBIA)

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

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

_____
DAVID A. DEIK, CP, CPE
Professional Court Reporter

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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15080 **Growth Management Report 13. 4.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 11/01/2018
Issue: 5:47 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending LDC Ch. 3 Regarding Structure Setbacks and Minimum Lot Widths
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

5:47 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Chapter 3 Regarding Structure Setbacks and Minimum Lot Widths

That the Board of County Commissioners (BCC) review and adopt an Ordinance amending the Land Development Code (LDC), Chapter 3, to explain structure setbacks on lots with multiple street frontage, define minimum lot widths on small radius rights-of-way, establish a minimum lot width within the HC/LI zoning district, and establish a minimum side setback for single-family dwellings that may be within the Commercial and Industrial zoning districts.

BACKGROUND:

The zoning districts of the LDC currently only authorize a reduced (20-foot) minimum lot width at the right-of-way for lots that front the circular turn-around terminating a cul-de-sac street. However, lot frontage constraints similar to those of a turn-around occur sufficiently often to also authorize proportionally the same lot width minimum for any lots that front a right-of-way radius of 100 feet or less. Additionally, a minimum lot width supporting the non-residential intent of HC/LI zoning is appropriate for the district as previously established for the Industrial district. For improved implementation of all site and building requirements, current LDC provisions require a better explanation of the application of front structure setbacks for lots with multiple street frontages.

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 recommendations or legal sufficiency comments made in that review are also attached herein.

PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

Amendment of the LDC requires public hearing review and recommendation by the Board prior to action by the BCC. 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 BCC.

Implementation of this Ordinance will consist of an amendment to the LDC and distribution of a copy of the adopted Ordinance to staff and interested citizens.

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

Attachments

Draft Ordinance
Clean Ordinance

ORDINANCE NUMBER 2018-_____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING CHAPTER 3, ZONING REGULATIONS, ARTICLE 1, GENERAL PROVISIONS, SITE AND BUILDING REQUIREMENTS, TO CLARIFY THE APPLICATION OF STRUCTURE SETBACKS TO LOTS WITH MULTIPLE STREET FRONTAGE, AND AMENDING SITE AND BUILDING REQUIREMENTS IN CHAPTER 3, ARTICLE 2, MAINLAND DISTRICTS, AND ARTICLE 4, PERDIDO KEY DISTRICTS, TO DEFINE THE MINIMUM WIDTH FOR LOTS FRONTING SHORT RADIUS RIGHT-OF-WAY CURVES WITHIN THESE DISTRICTS, AND FURTHER AMENDING SEC. 3-2.11 TO ESTABLISH A MINIMUM WIDTH FOR OTHER LOTS WITHIN THE HC/LI ZONING DISTRICT, AND AMENDING SEC. 3-2.10 TO REDUCE SIDE STRUCTURE SETBACKS FOR SINGLE-FAMILY DWELLINGS WITHIN THE COMMERCIAL ZONING DISTRICT, AND AMENDING SEC. 3-4.2 TO REDUCE THE MINIMUM SIDE STRUCTURE SETBACK FOR ALL STRUCTURES WITHIN THE LDR-PK ZONING DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 125, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Escambia County Board of County Commissioners finds that logical and orderly land development patterns promote the public health, safety, and general welfare; and

WHEREAS, the Board has, within the regulations of the Land Development Code, established zoning districts with specific site and building requirements to implement the general land development patterns prescribed by the Comprehensive Plan; and

WHEREAS, the Board finds that revisions made to the zoning district site and building requirements that improve their function and explain their application promote the logical and orderly development of land within the County;

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

Section 1. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Chapter 3, Zoning Regulations, Article 1, General Provisions, is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

Article 1 General Provisions

Sec. 3-1.5 Site and building requirements.

(a) Generally. Each zoning district establishes its own site and building requirements which define physical limits to the development of district parcels. These requirements, in combination with other district provisions, the use and location regulations of Chapter 4, and the general development standards of Chapter 5, define the limits for all development within the district.

(b) Modifications. Except as may be authorized in this article for the clustering of dwelling units, modifications to the strict application of site and building requirements may only be granted according to the compliance review processes prescribed in Chapter 2, and only if not excluded by other provisions of the LDC.

(c) Street frontage. For the application of site and building requirements and other LDC provisions to any lot with no street frontage, the Planning Official shall determine a front lot line in consideration of lot orientation, access, and other relevant conditions. The Planning Official shall also determine the appropriate rear lot line for any lot with multiple street frontages.

(d) Density. The number of dwelling or lodging units allowed within a parcel is determined by the product of the total (gross) development parcel area and the maximum density allowed by the applicable zoning district. When the calculated number of allowable units for a parcel result in a fraction greater than or equal to 0.5 units, rounding up to the next whole unit is permitted. However, in the division of an existing lot of record for two single-family lots, the product of the area and density for each proposed lot shall be at least one dwelling unit without rounding, unless the lots are created by the division of an existing public right-of-way. Regardless of the maximum density allowed, each lot of record is vested for a single-family dwelling as established in the preceding section.

(e) Lot width and area. All new lots shall provide the minimum width and area required by the applicable zoning, except that parcels created for public utilities or preserved for recreation, conservation, or open space need only have width sufficient for access to that limited use. Any existing lot of record that contains less width or area than required by the applicable zoning district may be used for any use allowed within that district if the use complies with all other applicable regulations, including buffering and use-specific minimum lot area.

(f) Lot coverage. The maximum amount of impervious and semi-impervious coverage allowed for any lot is established by the minimum percent pervious lot coverage required by the applicable zoning district. The amount allowed by zoning remains

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subject to other limitations of the LDC and any approved stormwater management plan for the lot.

(g) Setbacks and yards. The minimum setbacks and yards for structures are those required by the applicable zoning district or as otherwise may be stipulated in SRIA lease agreements for lands on Pensacola Beach.

(1) Multiple frontage. For corner and other lots with multiple street frontage, the front setback shall apply to the frontage of the assigned street address and the side setback shall apply to any street frontage that adjoins the addressed frontage, except where the Planning Official may determine these applications to be impractical for an existing individual lot.

(~~1~~2) Nonconformance. For a structure that is nonconforming with regard to any zoning required setback, a structural alteration, enlargement, or extension to it that creates no greater encroachment by distance into the substandard setback is not considered an increase in nonconformance and does not require a variance.

(~~2~~3) Accessory structures. Accessory structures shall be limited to side and rear yards and be at least five feet from any interior side or rear lot line except where specifically allowed as encroachments. Accessory dwellings shall be limited to the setbacks required for the principal dwelling.

(~~3~~4) Distance between dwellings. Where the applicable zoning district allows more than one dwelling on a single lot, the minimum horizontal distance between such dwellings shall not be less than twice the side yard distance required by the district, and the minimum distance between any structures shall not be less than the minimum required by the Florida Building Code.

(~~4~~5) Encroachments by building features. Every part of a required yard shall be open from its lowest point to the sky, unobstructed except for the ordinary projection of sills, belt courses, cornices, buttresses, awnings, eaves and similar building features. No such projection shall extend more than 24 inches into any yard, except roof overhangs, awnings, outside stairways, and balconies which may extend up to 48 inches into any yard provided the building setback is otherwise at least 10 feet

(~~5~~6) Encroachment of porch or terrace. An open, unenclosed and uncovered paved terrace or a covered porch may extend into the required front yard no more than 10 feet.

(h) Structure heights. The maximum structure heights allowed by the applicable zoning district are modified by the following:

(1) Agricultural structures. Structures such as cotton gins, granaries, silos, and windmills associated with permitted agricultural uses may exceed the district height limits if not in conflict with any applicable airport or airfield height restrictions.

(2) Rooftop structures. The district height limits do not apply to belfries, chimneys, church spires, cooling towers, elevator bulkheads, flag poles, television reception antennae, roof-mounted tanks, mechanical equipment rooms, or similar rooftop structures that comply with all of the following conditions:

a. They do not separately or in combination with other rooftop structures exceed 10 percent of the horizontal roof area.

b. They do not exceed applicable airport or airfield height restrictions.

c. They do not exceed otherwise applicable height limitations by more than 15 feet or 10 percent of actual building height, whichever is greater.

Section 2. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Chapter 3, Zoning Regulations, Article 2, Mainland Districts, is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

Article 2 Mainland Districts

Sec. 3-2.2 Agricultural district (Agr).

(d) Site and building requirements. The following site and building requirements apply to uses within the Agricultural district:

(1) Density. A maximum density of one dwelling unit per 20 acres.

(2) Floor area ratio. A maximum floor area ratio of 0.25 for all uses.

(3) Structure height. No maximum structure height unless prescribed by use.

(4) Lot area. No minimum lot area unless prescribed by use.

(5) Lot width. A minimum lot width of 100 feet at the street right-of-way for all new lots.

(6) Lot coverage. Minimum pervious lot coverage of 30 percent (70 percent maximum semi-impervious and impervious cover) for all uses.

(7) Structure setbacks. For all principal structures, minimum setbacks are:

a. Front and rear. Forty feet in the front and rear.

b. Sides. On each side, five feet or 10 percent of the lot width at the street right-of-way, whichever is greater, but not required to exceed 15 feet.

~~**c. Corner lots.** Will one front setback and one side setback.~~

(8) Other requirements. Refer to chapters 4 and 5 for additional development regulations and standards.

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Sec. 3-2.3 Rural Residential district (RR).

(d) Site and building requirements. The following site and building requirements apply to uses within the RR district:

(1) Density. A maximum density of one dwelling unit per four acres.

(2) Floor area ratio. A maximum floor area ratio of 0.25 for all uses.

(3) Structure height. No maximum structure height unless prescribed by use.

(4) Lot area. No minimum lot area unless prescribed by use.

(5) Lot width. ~~A minimum lot width of 40 feet at the street right-of-way for cul-de-sac lots and 100 feet at the street right-of-way for all other lots.~~For a new lot with the majority of its frontage along the outside of a street right-of-way curve whose radius is 100 feet or less, the minimum lot width at the right-of-way is 40 feet. The minimum width for all other new lots is 100 feet at the right-of way.

(6) Lot coverage. Minimum pervious lot coverage of 30 percent (70 percent maximum semi-impervious and impervious cover) for all uses.

(7) Structure setbacks. For all principal structures, minimum setbacks are:

a. Front and rear. Forty feet in the front and rear.

b. Sides. On each side, five feet or 10 percent of the lot width at the street right-of-way, whichever is greater, but not required to exceed 15 feet.

~~**c. Corner lots.** Will have one front setback and one side setback.~~

(8) Other requirements.

a. Farm animal shelters. Stables or other structures for sheltering farm animals shall be at least 50 feet from any property line and at least 130 feet from any dwelling on adjacent property.

b. Chapters 4 and 5. Refer to chapters 4 and 5 for additional development regulations and standards.

Sec. 3-2.4 Rural Mixed-use district (RMU).

(d) Site and building requirements. The following site and building requirements apply to uses within the RMU district:

(1) Density. A maximum density of two dwelling units per acre.

(2) Floor area ratio. A maximum floor area ratio of 0.25 for all uses.

(3) Structure height. No maximum structure height unless prescribed by use.

(4) Lot area. No minimum lot area unless prescribed by use.

(5) Lot width. ~~A minimum lot width of 40 feet at the street right-of-way for cul-de-sac lots and 100 feet at the street right-of-way for all other lots.~~For a new lot with the majority of its frontage along the outside of a street right-of-way curve whose

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radius is 100 feet or less, the minimum lot width at the right-of-way is 40 feet. The minimum width for all other new lots is 100 feet at the right-of-way.

(6) Lot coverage. Minimum pervious lot coverage of 30 percent (70 percent maximum semi-impervious and impervious cover) for all uses.

(7) Structure setbacks. For all principal structures, minimum setbacks are:

a. Front and rear. Forty feet in the front and rear.

b. Sides. On each side, five feet or 10 percent of the lot width at the street right-of-way, whichever is greater, but not required to exceed 15 feet.

~~**c. Corner lots.** Will have one front setback and one side setback.~~

(8) Other requirements.

a. Farm animal shelters. Stables or other structures for sheltering farm animals shall be at least 50 feet from any property line and at least 130 feet from any dwelling on the property of another landowner.

b. Chapters 4 and 5. Refer to chapters 4 and 5 for additional development regulations and standards.

Sec. 3-2.5 Low Density Residential district (LDR).

(d) Site and building requirements. The following site and building requirements apply to uses within the LDR district:

(1) Density. A maximum density of four dwelling units per acre.

(2) Floor area ratio. A maximum floor area ratio of 1.0 for all uses.

(3) Structure height. A maximum structure height of 45 feet. See height definition.

(4) Lot area. No minimum lot area unless prescribed by use.

(5) Lot width. ~~A minimum lot width of 20 feet at the street right-of-way for cul-de-sac lots and 60 feet at the street right-of-way for all other lots.~~For a new lot with the majority of its frontage along the outside of a street right-of-way curve whose radius is 100 feet or less, the minimum lot width at the right-of-way is 40 percent of the radius length, but not less than 20 feet. The minimum width for all other new lots is 60 feet at the right-of-way.

(6) Lot coverage. Minimum pervious lot coverage of 30 percent (70 percent maximum semi-impervious and impervious cover) for all uses.

(7) Structure setbacks. For all principal structures, minimum setbacks are:

a. Front and rear. Twenty-five feet in the front and rear.

b. Sides. On each side, five feet or 10 percent of the lot width at the street right-of-way, whichever is greater, but not required to exceed 15 feet.

~~**c. Corner lots.** Will have one front setback and one side setback.~~

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(8) Other requirements.

a. Horse shelters. Stables or other structures for sheltering horses or other domesticated *equines* shall be at least 50 feet from any property line and at least 130 feet from any dwelling on the property of another landowner.

b. Chapters 4 and 5. Refer to chapters 4 and 5 for additional development regulations and standards.

Sec. 3-2.6 Low Density Mixed-use district (LDMU).

(d) Site and building requirements. The following site and building requirements apply to uses within the LDMU district:

(1) Density. A maximum density of seven dwelling units per acre regardless of the future land use category.

(2) Floor area ratio. A maximum floor area ratio of 1.0 within the MU-S future land use category and 2.0 within MU-U.

(3) Structure height. A maximum structure height of 45 feet. See height definition.

(4) Lot area. No minimum lot area unless prescribed by use.

(5) Lot width. ~~Except for cul-de-sac lots which shall provide a minimum lot width of 20 feet at the street right-of-way, the following minimum lot widths are required:~~For a new lot with the majority of its frontage along the outside of a street right-of-way curve whose radius is 100 feet or less, the minimum lot width at the right-of-way is 40 percent of the radius length, but not less than 20 feet. The minimum width for all other new lots is as follows:

1. Single-family detached. Forty feet at the street right-of-way for single-family detached dwellings.

2. Two-family. Eighty feet at the street right-of-way for two-family dwellings.

3. Multi-family and other. Eighty feet at the street right-of-way for multi-family dwellings and townhouse groups. No minimum lot width required by zoning for other uses.

(6) Lot coverage. Minimum pervious lot coverage of 25 percent (75 percent maximum semi-impervious and impervious cover) for all uses.

(7) Structure setbacks. For all principal structures, minimum setbacks are:

a. Front and rear. Twenty feet in the front and 15 feet in the rear.

b. Sides. Ten feet on each side of a group of attached townhouses. On each side of all other structures, five feet or 10 percent of the lot width at the street right-of-way, whichever is greater, but not required to exceed 15 feet.

~~**c. Corner lots.** Will have one front setback and one side setback.~~

(8) Other requirements. Refer to chapters 4 and 5 for additional development regulations and standards.

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

(d) Site and building requirements. The following site and building requirements apply to uses within the MDR district:

(1) Density. A maximum density of 10 dwelling units per acre regardless of the future land use category.

(2) Floor area ratio. A maximum floor area ratio of 1.0 within the MU-S future land use category and 2.0 within MU-U.

(3) Structure height. A maximum structure height of 45 feet. See height definition.

(4) Lot area. No minimum lot area unless prescribed by use.

(5) Lot width. ~~Except for cul-de-sac lots which shall provide a minimum lot width of 20 feet at the street right-of-way, the following minimum lot widths are required:~~For a new lot with the majority of its frontage along the outside of a street right-of-way curve whose radius is 100 feet or less, the minimum lot width at the right-of-way is 40 percent of the radius length, but not less than 20 feet. The minimum width for all other new lots is as follows:

a. Single-family detached. Fifty feet at the street right-of-way for single-family detached dwellings.

b. Two-family. Eighty feet at the street right-of-way or two-family dwellings.

c. Multi-family and other. Eighty feet at the street right-of-way for townhouse groups and boarding or rooming houses. No minimum lot width required by zoning for other uses.

(6) Lot coverage. Minimum pervious lot coverage of 30 percent (70 percent maximum semi-impervious and impervious cover) for all uses.

(7) Structure setbacks. For all principal structures, minimum setbacks are:

a. Front and rear. Twenty feet in the front and rear.

b. Sides. Ten feet on each side of a group of attached townhouses. On each side of all other structures, five feet or 10 percent of the lot width at the street right-of-way, whichever is greater, but not required to exceed 15 feet.

~~**c. Corner lots.** Will have one front setback and one side setback.~~

(8) Other requirements.

a. Stables. Stables shall be at least 50 feet from any property line and at least 130 feet from any residential dwelling on the property of another landowner.

b. Chapters 4 and 5. Refer to chapters 4 and 5 for additional development regulations and standards.

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Sec. 3-2.8 High Density Residential district (HDR).

(d) Site and building requirements. The following site and building requirements apply to uses within the HDR district:

(1) Density. A maximum density of 18 dwelling units per acre.

(2) Floor area ratio. A maximum floor area ratio of 2.0 for all uses.

(3) Structure height. A maximum structure height of 120 feet above highest adjacent grade.

(4) Lot area. No minimum lot area unless prescribed by use.

(5) Lot width. ~~Except for cul-de-sac lots which shall provide a minimum lot width of 20 feet at the street right-of-way, the following minimum lot widths are required:~~For a new lot with the majority of its frontage along the outside of a street right-of-way curve whose radius is 100 feet or less, the minimum lot width at the right-of-way is 40 percent of the radius length, but not less than 20 feet. The minimum width for all other new lots is as follows:

a. Single-family detached. Forty feet at the street right-of-way for single-family detached dwellings.

b. Two-family. Eighty feet at the street right-of-way for two-family dwellings.

c. Multi-family and other. Eighty feet at the street right-of-way for multi-family dwellings, boarding or rooming houses, and townhouse groups. No minimum lot width required by zoning for other uses.

(6) Lot coverage. Minimum pervious lot coverage of 20 percent (80 percent maximum semi-impervious and impervious cover) for all uses.

(7) Structure setbacks. For all principal structures, minimum setbacks are:

a. Front and rear. Twenty feet in the front and 15 feet in the rear.

b. Sides. Ten feet on each side of a group of attached townhouses. On each side of all other structures, 10 feet or 10 percent of the lot width at the street right-of-way, whichever is less, but at least five feet. For structures exceeding 35 feet above highest adjacent grade, an additional two feet for each additional 10 feet in height, but not required to exceed 15 feet.

~~**c. Corner lots.** Will have one front setback and one side setback.~~

(8) Other requirements. Refer to chapters 4 and 5 for additional development regulations and standards.

Sec. 3-2.9 High Density Mixed-use district (HDMU).

(d) Site and building requirements. The following site and building requirements apply to uses within the HDMU district:

(1) Density. A maximum density of 25 dwelling units per acre.

(2) Floor area ratio. A maximum floor area ratio of 1.0 within the Commercial (C) future land use category and 2.0 within Mixed-Use Urban (MU-U).

(3) Structure height. A maximum structure height of 150 feet above highest adjacent grade.

(4) Lot area. No minimum lot area unless prescribed by use.

(5) Lot width. ~~Except for cul-de-sac lots which shall provide a minimum lot width of 20 feet at the street right-of-way, the following minimum lot widths are required:~~For a new lot with the majority of its frontage along the outside of a street right-of-way curve whose radius is 100 feet or less, the minimum lot width at the right-of-way is 40 percent of the radius length, but not less than 20 feet. The minimum width for all other new lots is as follows:

a. Single-family detached. Forty feet at the street right-of-way for single-family detached dwellings.

b. Two-family. Eighty feet at the street right-of-way for two-family dwellings.

c. Multi-family and other. Eighty feet at the street right-of-way for multi-family dwellings, boarding or rooming houses, or townhouse groups. No minimum lot width required by zoning for other uses.

(6) Lot coverage. Minimum pervious lot coverage of 20 percent (80 percent maximum semi-impervious and impervious cover) for all uses.

(7) Structure setbacks. For all principal structures, minimum setbacks are:

a. Front and rear. Twenty feet in the front and 15 feet in the rear.

b. Sides. Ten feet on each side of a group of attached townhouses. On each side of all other structures, 10 feet or 10 percent of the lot width at the street right-of-way, whichever is less, but at least five feet. For structures exceeding 35 feet above highest adjacent grade, an additional two feet for each additional 10 feet in height, but not required to exceed 15 feet.

~~**c. Corner lots.** Will have one front setback and one side setback.~~

(8) Other requirements. Refer to chapters 4 and 5 for additional development regulations and standards.

Sec. 3-2.10 Commercial district (Com).

(d) Site and building requirements. The following site and building requirements apply to uses within the Commercial district:

(1) Density. A maximum density of 25 dwelling units per acre throughout the district. Lodging unit density not limited by zoning.

(2) Floor area ratio. A maximum floor area ratio of 1.0 within the Commercial (C) future land use category and 2.0 within Mixed-Use Urban (MU-U).

(3) Structure height. A maximum structure height of 150 feet above adjacent grade.

(4) Lot area. No minimum lot area unless prescribed by use.

(5) Lot width. ~~Except for cul-de-sac lots which shall provide a minimum lot width of 20 feet at the street right-of-way, the following minimum lot widths are required:~~For a new lot with the majority of its frontage along the outside of a street right-of-way curve whose radius is 100 feet or less, the minimum lot width at the right-of-way is 40 percent of the radius length, but not less than 20 feet. The minimum width for all other new lots is as follows:

a. Single-family detached. Forty feet at the street right-of-way for single-family detached dwellings.

b. Two-family. Eighty feet at the street right-of-way for two-family dwellings.

c. Multi-family and other. Eighty feet at the street right-of-way for multi-family dwellings, boarding or rooming houses, or townhouse groups. No minimum lot width required by zoning for other uses or lots.

(6) Lot coverage. Minimum pervious lot coverage of 15 percent (85 percent maximum semi-impervious and impervious cover) for all uses.

(7) Structure setback. For all principal structures, minimum setbacks are:

a. Front and rear. Fifteen feet in both front and rear.

b. Sides. ~~Ten feet on each side~~ On each side of a single-family detached dwelling, 10 feet or 10 percent of the lot width at the street right-of-way, whichever is less, but at least five feet. For all other structures, including any group of attached townhouses ten feet on each side. For structures exceeding 35 feet above highest adjacent grade, an additional two feet for each additional 10 feet in height.

~~**c. Corner lots.** Will have one front setback and one side setback.~~

(8) Other requirements. Refer to chapters 4 and 5 for additional development regulations and standards.

Sec. 3-2.11 Heavy Commercial and Light Industrial district (HC/LI).

(d) Site and building requirements. The following site and building requirements apply to uses within the HC/LI district:

(1) Density. A maximum density of 25 dwelling units per acre. Lodging unit density is not limited by zoning.

(2) Floor area ratio. A maximum floor area ratio of 1.0 within the Mixed-Use Suburban (MU-S), Commercial (C) and Industrial (I) future land use categories, and 2.0 within Mixed-Use Urban (MU-U).

(3) Structure height. A maximum structure height of 150 feet above highest adjacent grade, except that for any parcel previously zoned GBD and within the MU-S future land use category the mean roof height (average of roof eave and

peak heights) of a building shall not exceed 45 feet above average finished grade.

(4) Lot area. No minimum lot area unless prescribed by use.

(5) Lot width. ~~No minimum lot width required by zoning.~~For a new lot with the majority of its frontage along the outside of a street right-of-way curve whose radius is 100 feet or less, the minimum lot width at the right-of-way is 40 percent of the radius length, but not less than 20 feet. The minimum width for all other new lots is 100 feet at the street right-of-way.

(6) Lot coverage. Minimum pervious lot coverage of 15 percent (85 percent maximum semi-impervious and impervious cover) for all uses. A maximum 75 percent of lot area occupied by principal and accessory buildings on lots of non-residential uses.

(7) Structure setbacks. For all principal structures, minimum setbacks are:

a. Front and rear. Fifteen feet in both front and rear.

b. Sides. On each side of a single-family detached dwelling, 10 feet or 10 percent of the lot width at the street right-of-way, whichever is less, but at least five feet. For all other structures, including any group of attached townhouses, ten feet on each side. For structures exceeding 35 feet above highest adjacent grade, an additional two feet for each additional 10 feet in height.

~~**c. Corner lots.** Will have one front setback and one side setback.~~

(8) Other requirements.

a. Access. For any industrial use south of Well Line Road, site access shall be provided by curb cuts on an arterial or collector street. Alternatively, a private or public street may link the site to an arterial or collector, provided that the private or public street does not traverse a residential subdivision or predominantly residential neighborhood between the site and the arterial or collector street.

b. Parcels within MU-S previously zoned GBD. For any parcel previously zoned GBD and within the MU-S future land use category, additional requirements apply as mandated by the GBD performance standards and the site and building requirements in effect as of April 15, 2015, prior to the adoption of the current Land Development Code to ensure compatibility.

c. Chapters 4 and 5. Refer to chapters 4 and 5 for additional development regulations and standards.

Sec. 3-2.12 Industrial district (Ind).

(d) Site and building requirements. The following site and building requirements apply to uses within the Industrial district:

(1) Density. Dwelling unit density limited to vested residential development.

(2) Floor area ratio. A maximum floor area ratio of 1.0 for all uses.

(3) Structure height. A maximum structure height of 150 feet above highest adjacent grade.

(4) Lot area. No minimum lot area unless prescribed by use.

(5) Lot width. A minimum ~~lot~~ width of 100 feet at the street right-of-way for all new lots.

(6) Lot coverage. Minimum pervious lot coverage of 15 percent (85 percent maximum semi-impervious and impervious cover) for all uses. A maximum of 75 percent of lot area occupied by principal and accessory buildings.

(7) Structure setbacks. For all principal structures, minimum setbacks are:

a. Front and rear. Twenty-five feet in both front and rear.

b. Sides. On each side of a single-family detached dwelling on an existing lot of record, 10 feet or 10 percent of the lot width at the street right-of-way, whichever is less, but at least five feet. For all other structures, 15 ~~Fifteen~~ feet on each side.

~~**c. Corner lots.** Will have one front setback and one side setback.~~

(8) Other requirements.

a. Access. For any industrial use south of Well Line Road, site access shall be provided by curb cuts on an arterial or collector street. Alternatively, a private or public street may link the site to an arterial or collector, provided that the private or public street does not traverse a residential subdivision or predominantly residential neighborhood between the site and the arterial or collector street.

b. Chapters 4 and 5. Refer to chapters 4 and 5 for additional development regulations and standards.

Sec. 3-2.13 Recreation district (Rec).

(d) Site and building requirements. The following site and building requirements apply to uses within the Recreation district:

(1) Density. Dwelling unit density limited to vested development.

(2) Floor area ratio. A maximum floor area ratio of 1.0 for all uses.

(3) Structure height. No maximum structure height unless prescribed by use.

(4) Lot area. No minimum lot area unless prescribed by use.

(5) Lot width. No minimum lot width required by zoning.

(6) Lot coverage. Minimum pervious lot coverage of 80 percent (20 percent maximum semi-impervious and impervious cover) for all uses.

(7) Structure setbacks. For all principal structures, minimum setbacks are:

a. Front and rear. Twenty-five feet in front and rear.

b. Sides. On each side, five feet or 10 percent of the lot width at the street right-of-way, whichever is greater, but not required to exceed 15 feet.

~~**c. Corner lots.** Will have one front setback and one side setback.~~

(8) Other requirements. Refer to chapters 4 and 5 for additional development regulations and standards.

Sec. 3-2.14 Conservation district (Con).

(d) Site and building requirements. The following site and building requirements apply to uses within the Conservation district:

(1) Density. Dwelling unit density limited to vested development.

(2) Floor area ratio. A maximum floor area ratio of 0.5 for all uses.

(3) Structure height. A maximum structure height of 45 feet. See height definition.

(4) Lot area. No minimum lot area unless prescribed by use.

(5) Lot width. No minimum lot width required by zoning.

(6) Lot coverage. Minimum pervious lot coverage of 80 percent (20 percent maximum semi-impervious and impervious cover) for all uses.

(7) Structure setbacks. For all principal structures, minimum setbacks are:

a. Front and rear. Twenty-five feet in front and rear.

b. Sides. On each side, five feet or 10 percent of the lot width at the street right-of-way, whichever is greater, but not required to exceed 15 feet.

~~**c. Corner lots.** Will have one front setback and one side setback.~~

(8) Other requirements.

a. Horse shelters. Stables or other structures for sheltering horses or other domesticated *equines* shall be at least 50 feet from any property line and at least 130 feet from any dwelling on the property of another landowner.

b. Chapters 4 and 5. Refer to chapters 4 and 5 for additional development regulations and standards

Sec. 3-2.15 Public district (Pub).

(d) Site and building requirements. The following site and building requirements apply to uses within the Public district:

(1) Density. Dwelling unit density limited to vested residential development.

(2) Floor area ratio. A maximum floor area ratio of 1.0 within the Commercial (C) future land use category and 2.0 within Mixed-Use Urban (MU-U).

(3) Structure height. A maximum structure height of 150 feet above adjacent grade.

(4) Lot area. No minimum lot area unless prescribed by use.

(5) Lot width. No minimum lot width required by zoning.

(6) Lot coverage. Minimum pervious lot coverage of 15 percent (85 percent maximum semi-impervious and impervious cover) for all uses.

(7) Structure setback. For all principal structures, minimum setbacks are:

a. Front and rear. Fifteen feet in both front and rear.

b. Sides. Ten feet on each side. For structures exceeding 35 feet above highest adjacent grade, an additional two feet for each additional 10 feet in height.

~~**c. Corner lots.** Will have one front setback and one side setback.~~

(8) Other requirements. Refer to chapters 4 and 5 for additional development regulations and standards.

Section 3. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Chapter 3, Zoning Regulations, Article 4, Perdido Key Districts, is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

Article 4 Perdido Key districts.

Sec. 3-4.2 Low Density Residential district, Perdido Key (LDR-PK).

(d) Site and building requirements. The following site and building requirements apply to uses within the LDR-PK district:

(1) Density. A maximum density of two dwelling units per acre.

(2) Floor area ratio. A maximum floor area ratio of 1.0 for all uses.

(3) Structure height. A maximum building height of 35 feet above the habitable first floor. However, the roof of an accessory boathouse shall not exceed 20 feet above mean sea level.

(4) Lot area. No minimum lot area unless prescribed by use.

(5) Lot width. ~~Except for cul-de-sac lots which shall provide a minimum lot width of 20 feet at the street right-of-way, the following minimum lot widths are required:~~For a new lot with the majority of its frontage along the outside of a street right-of-way curve whose radius is 100 feet or less, the minimum lot width at the right-of-way is 40 percent of the radius length, but not less than 20 feet. The minimum width for all other new lots is as follows:

a. Single-family detached. Forty feet at the street right-of-way for single-family detached dwellings.

b. Two-family. Fifty feet at the street right-of-way for two-family dwellings.

(6) Lot coverage. Minimum pervious lot coverage of 30 percent (70 percent maximum semi-impervious and impervious cover) for all uses, and minimum open space of 35 percent of total parcel area.

(7) Structure setbacks. For all principal structures, minimum setbacks are:

a. Front and rear. Twenty-five feet in the front. Ten percent of the lot depth in the rear, but not required to exceed 25 feet.

b. Sides. On each side, ~~ten~~ five feet or 10 percent of the lot width at the street right-of-way, whichever is greater, but not required to exceed 15 feet.

~~**c. Corner lots.** Will have one front setback and one side setback.~~

(8) Other requirements. Refer to chapters 4 and 5 for additional development regulations and standards.

Sec. 3-4.3 Medium Density Residential district, Perdido Key (MDR-PK).

(d) Site and building requirements. The following site and building requirements apply to uses within the MDR-PK district:

(1) Density. A maximum density of 4.5 dwelling units per acre.

(2) Floor area ratio. A maximum floor area ratio of 1.0 for all uses.

(3) Structure height. A maximum building height of four stories. However, an additional story may be utilized for parking in areas that clustering of development is necessary for permitting through the Perdido Key Habitat Conservation Plan.

(4) Lot area. No minimum lot area unless prescribed by use.

(5) Lot width. ~~Except for cul-de-sac lots which shall provide a minimum lot width of 20 feet at the street right-of-way, the following minimum lot widths are required:~~For a new lot with the majority of its frontage along the outside of a street right-of-way curve whose radius is 100 feet or less, the minimum lot width at the right-of-way is 40 percent of the radius length, but not less than 20 feet. The minimum width for all other new lots is as follows:

a. Single-family detached. Forty feet at the street right-of-way for single-family detached dwellings.

b. Two-family. Fifty feet at the street right-of-way for two-family dwellings.

c. Townhouses and Multi-family. Twenty feet at the street right-of-way for townhouses and one hundred feet at the street right-of-way for multi-family dwellings. No minimum lot width required by zoning for other uses.

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(6) Lot coverage. Minimum pervious lot coverage of 30 percent (70 percent maximum semi-impervious and impervious cover) for all uses, and minimum open space of 35 percent of total parcel area.

(7) Structure setbacks. For all principal structures, minimum setbacks are:

a. Front and rear. Twenty-five feet in the front for single and two-family dwellings, and fifteen feet for all other structures. Ten percent of the lot depth in the rear, but not required to exceed 25 feet.

b. Sides. Ten feet at each end unit of a townhouse group. On each side of all other structures, five feet or 10 percent of the lot width at the street right-of-way, whichever is greater, but not required to exceed 15 feet.

~~**c. Corner lots.** Will have one front setback and one side setback.~~

(8) Other requirements. Refer to chapters 4 and 5 for additional development regulations and standards.

Sec. 3-4.4 High Density Residential district, Perdido Key (HDR-PK).

(d) Site and building requirements. The following site and building requirements apply to uses within the HDR-PK district:

(1) Density. A maximum density of 12 dwelling units per acre.

(2) Floor area ratio. A maximum floor area ratio of 1.0 for all uses.

(3) Structure height. A maximum building height of eight stories. However, two additional stories may be utilized for parking in areas that clustering of development is necessary for permitting through the Perdido Key Habitat Conservation Plan.

(4) Lot area. No minimum lot area unless prescribed by use.

(5) Lot width. ~~Except for cul-de-sac lots which shall provide a minimum lot width of 20 feet at the street right-of-way, the following minimum lot widths are required:~~For a new lot with the majority of its frontage along the outside of a street right-of-way curve whose radius is 100 feet or less, the minimum lot width at the right-of-way is 40 percent of the radius length, but not less than 20 feet. The minimum width for all other new lots is as follows:

a. Single-family detached. Forty feet at the street right-of-way for single-family detached dwellings.

b. Two-family. Fifty feet at the street right-of-way for two-family dwellings.

c. Townhouses and multi-family. Twenty feet at the street right-of-way for townhouses. One hundred feet at the street right-of-way for multi-family dwellings. No minimum lot width required by zoning for other uses.

(6) Lot coverage. Minimum pervious lot coverage of 30 percent (70 percent maximum semi-impervious and impervious cover) for all uses, and minimum open space of 35 percent of total parcel area.

(7) Structure setbacks. For all principal structures, minimum setbacks are:

a. Front and rear. Twenty feet in the front for single and two-family dwellings, and ten feet for all other structures. Ten percent of the lot depth in the rear, but not required to exceed 25 feet.

b. Sides. Ten feet at each end unit of a townhouse group. On each side of all other structures, five feet or 10 percent of the lot width at the street right-of-way, whichever is greater, but not required to exceed 15 feet.

~~**c. Corner lots.** Will have one front setback and one side setback.~~

(8) Other requirements. Refer to chapters 4 and 5 for additional development regulations and standards.

Sec. 3-4.5 Commercial district, Perdido Key (Com-PK).

(d) Site and building requirements. The following site and building requirements apply to uses within the Com-PK district:

(1) Density. A maximum density of three dwelling units per acre. Density may be increased or decreased by density transfer to or from other commercially zoned Perdido Key lands (Com-PK, CC-PK, CG-PK, or PR-PK). Transfers are limited to contiguous land (exclusive of public streets) under unified control and may occur across public streets, excluding transfers to any parcels south of Perdido Key Drive.

(2) Floor area ratio. A maximum floor area ratio of 1.0 for all uses.

(3) Structure height. A maximum building height of four stories. However, an additional story may be utilized for parking in areas that clustering of development is necessary for permitting through the Perdido Key Habitat Conservation Plan.

(4) Lot area. No minimum lot area unless prescribed by use.

(5) Lot width. ~~Except for cul-de-sac lots which shall provide a minimum lot width of 20 feet at the street right-of-way, the following minimum lot widths are required:~~For a new lot with the majority of its frontage along the outside of a street right-of-way curve whose radius is 100 feet or less, the minimum lot width at the right-of-way is 40 percent of the radius length, but not less than 20 feet. The minimum width for all other new lots is as follows:

a. Single-family detached. Forty feet at the street right-of-way for single-family detached dwellings.

b. Two-family. Fifty feet at the street right-of-way for two-family dwellings.

c. Townhouse and multi-family. Twenty feet at the street right-of-way for townhouses. One hundred feet at the street right-of-way for multi-family dwellings. No minimum lot width required by zoning for non-residential uses.

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(6) Lot coverage. Minimum pervious lot coverage of 25 percent (75 percent maximum semi-impervious and impervious cover) for all uses.

(7) Structure setbacks. For all principal structures, minimum setbacks are:

a. Front and rear. Twenty feet in the front for all single-family, two-family, three-family (triplex), and four-family (quadruplex) dwellings, but ten feet for all other d**w**ellings, any non-residential, or mixed uses. Fifteen feet in the rear for all uses.

b. Sides. Ten feet at each end unit of a townhouse group and 10 feet on any side of a structure abutting a residential district if that side is not separated from the residential district by a public street, body of water, or similar manmade or natural buffer. Five feet on all other sides and for all other structures.

~~**c. Corner lots.** Will have one front setback and one side setback.~~

(8) Other requirements. Refer to chapters 4 and 5 for additional development regulations and standards.

Sec. 3-4.6 Commercial Core district, Perdido Key (CC-PK).

(d) Site and building requirements. The following site and building requirements apply to uses within the CC-PK district:

(1) Density. A maximum density of 13 dwelling units per acre or 25 lodging units per acre, or any combination of dwelling and lodging such that one dwelling unit equals 25/13 lodging units.

Density may be increased or decreased by density transfer to or from other commercially zoned Perdido Key lands (Com-PK, CC-PK, CG-PK, or PR-PK). Transfers are limited to contiguous land (exclusive of public streets) under unified control and may occur across public streets, excluding transfers to any parcels south of Perdido Key Drive.

(2) Floor area ratio. A maximum floor area ratio of 6.0 for all uses.

(3) Structure height. A maximum building height of 30 stories for hotels and 20 stories for all other buildings. However, additional stories may be utilized for parking in areas that clustering of development is necessary for permitting through the Perdido Key Habitat Conservation Plan. The number of additional stories that may be utilized for parking shall be determined by the Planning Official in conjunction with the Habitat Conservation Plan Manager.

(4) Lot area. No minimum lot area unless prescribed by use.

(5) Lot width. ~~Except for cul-de-sac lots which shall provide a minimum lot width of 20 feet at the street right-of-way, the following minimum lot widths are required:~~For a new lot with the majority of its frontage along the outside of a street right-of-way curve whose radius is 100 feet or less, the minimum lot width

at the right-of-way is 40 percent of the radius length, but not less than 20 feet. The minimum width for all other new lots is as follows:

a. Single-family detached. Forty feet at the street right-of-way for single-family detached dwellings.

b. Two-family. Fifty feet at the street right-of-way for two-family dwellings.

c. Townhouses and multi-family. Twenty feet at the street right-of-way for townhouses. No minimum lot width required by zoning for multi-family dwellings or other uses.

(6) Lot coverage.

Pervious area. Minimum pervious lot coverage of 30 percent (70 percent maximum semi-impervious and impervious cover) for all single-family (attached or detached), two-family, and triplex and quadruplex forms of multi-family dwellings. For all other uses, minimum pervious lot coverage of 20 percent (80 percent maximum semi-impervious and impervious cover)

(7) Structure setbacks. For all principal structures, minimum setbacks are:

a. Front and rear. Ten feet in the front and 15 feet in the rear.

b. Sides. Ten feet at each end unit of a townhouse group and 10 feet on any side of a structure abutting a residential district if that side is not separated from the residential district by a public street, body of water, or similar manmade or natural buffer. On all other sides and for all other structures under 10 stories, ten feet or 10 percent of the lot width at the street right-of-way, whichever is greater, but not required to exceed 15 feet. Fifteen feet on the sides of structures 10 stories or more.

~~**c. Corner lots.** Will have one front setback and one side setback.~~

(8) Other requirements. Refer to chapters 4 and 5 for additional development regulations and standards.

Sec. 3-4.7 Commercial Gateway district, Perdido Key (CG-PK).

(d) Site and building requirements. The following site and building requirements apply to uses within the CG-PK district:

(1) Density. A maximum density of 12.5 dwelling units per acre or 25 lodging units per acre, or any combination of dwelling and lodging such that one dwelling unit equals two lodging units.

Density may be increased or decreased by density transfer to or from other commercially zoned Perdido Key lands (Com-PK, CC-PK, CG-PK, or PR-PK). Transfers are limited to contiguous land (exclusive of public streets) under unified control and may occur across public streets, excluding transfers to any parcels south of Perdido Key Drive.

(2) Floor area ratio. A maximum floor area ratio of 6.0 for all uses.

(3) Structure height. A maximum building height of 10 stories. However, two additional stories may be utilized for parking in areas that clustering of development is necessary for permitting through the Perdido Key Habitat Conservation Plan.

(4) Lot area. No minimum lot area unless prescribed by use.

(5) Lot width. ~~Except for cul-de-sac lots which shall provide a minimum lot width of 20 feet at the street right-of-way, the following minimum lot widths are required:~~For a new lot with the majority of its frontage along the outside of a street right-of-way curve whose radius is 100 feet or less, the minimum lot width at the right-of-way is 40 percent of the radius length, but not less than 20 feet. The minimum width for all other new lots is as follows:

a. **Single-family detached.** Forty feet at the street right-of-way for single-family detached dwellings.

b. **Two-family.** Fifty feet at the street right-of-way for two-family dwellings.

c. **Townhouses and multi-family.** Twenty feet at the street right-of-way for townhouses. No minimum lot width required by zoning for multi-family dwellings or other uses.

(6) Lot coverage.

a. **Pervious area.** Minimum pervious lot coverage of 30 percent (70 percent maximum semi-impervious and impervious cover) for all single-family, two-family (duplex), three-family (triplex), and four-family (quadruplex) dwellings, and minimum pervious lot coverage of 15 percent for all other uses.

b. **Building area.** The maximum area of a development parcel occupied by all principal and accessory buildings is limited to 25 percent if the tallest building on the parcel is at least three stories, but less than five stories. If the tallest building is five stories or greater, the maximum building coverage is 20 percent of the parcel area.

The area applicable to these building coverage limits cannot be divided by any public street or right-of-way except one that creates public access to a waterway. If otherwise divided, the limits apply to each portion of the divided parcel as if separate parcels.

(7) Structure setbacks. For all principal structures, minimum setbacks are:

a. **Front and rear.** Ten feet in the front and 15 feet in the rear.

b. **Sides.** Ten feet on any side of a structure abutting a residential district if that side is not separated from the residential district by a public street, body of water, or similar manmade or natural buffer. Five feet on all other sides and for all structures equal to or less than three stories. Ten feet on all other sides on structures more than three stories.

~~c. **Corner lots.** Will have one front setback and one side setback.~~

(8) Other requirements. Refer to chapters 4 and 5 for additional development regulations and standards.

Sec. 3-4.8 Planned Resort district, Perdido Key (PR-PK).

(d) Site and building requirements. The following site and building requirements apply to uses within the PR-PK district:

(1) Density. A maximum density of 5 units per acre or 25 lodging units per acre, or any combination of dwelling and lodging such that one dwelling unit equals five lodging units.

Density may be increased or decreased by density transfer to or from other commercially zoned Perdido Key lands (Com-PK, CC-PK, CG-PK, or PR-PK). Transfers are limited to contiguous land (exclusive of public streets) under unified control and may occur across public streets, excluding transfers to any parcels south of Perdido Key Drive.

Building allocation, provision of open spaces, and preservation areas may be permitted among and between the planned resort district, commercial core district, commercial gateway district and the commercial district, provided the proposed development is a master planned development.

(2) Floor area ratio. A maximum floor area ratio of 6.0 for all uses.

(3) Structure height. A maximum building height of 10 stories. However, two additional stories may be utilized for parking in areas that clustering of development is necessary for permitting through the Perdido Key Habitat Conservation Plan.

(4) Lot area. No minimum lot area unless prescribed by use.

(5) Lot width. ~~Except for cul-de-sac lots which shall provide a minimum lot width of 20 feet at the street right-of-way, the following minimum lot widths are required:~~For a new lot with the majority of its frontage along the outside of a street right-of-way curve whose radius is 100 feet or less, the minimum lot width at the right-of-way is 40 percent of the radius length, but not less than 20 feet. The minimum width for all other new lots is as follows:

a. Single-family detached. Forty feet at both the street right-of-way for single-family detached dwellings.

b. Two-family. Fifty feet at the street right-of-way for two-family dwellings.

c. Townhouses and multi-family. Twenty feet at the street right-of-way for townhouses. No minimum lot width required by zoning for multi-family dwellings or other uses.

(6) Lot coverage. A maximum 40 percent of development parcel area occupied by all principal and accessory buildings. Minimum pervious lot coverage of 30 percent (70 percent maximum semi-impervious and impervious cover) for all single-family, two-family (duplex), three-family (triplex), and four-family

(quadruplex) dwellings, and minimum pervious lot coverage of 15 percent for all other uses.

(7) Structure setbacks. All structures a minimum 25 feet from any publicly dedicated right-of-way. For all principal structures, additional minimum setbacks are:

a. Front and rear. Twenty feet in the front and 15 feet in the rear.

b. Sides. Ten feet on each side for buildings taller than three stories, five feet on each side for buildings equal to or less than three stories.

~~**c. Corner lots.** Will have one front setback and one side setback.~~

(8) Other requirements.

a. Master plan. A master plan of the entire development site for any resort development.

b. Development area. A minimum 10 acres for any resort development.

c. Open space. A minimum 30 percent of total site area as open space, and at least 50 percent of the front yard remaining as open space.

d. Building separation.

1. A minimum 10 feet between structures, excluding zero lot-line development. For structures over three stories, for every additional story from highest adjacent grade, an additional five feet of separation at the ground level.

2. A minimum 50 feet between multi-family, hotel, or motel structures and any area designated for single-family dwellings.

e. Sidewalks. Sidewalks providing pedestrian linkages to residential areas, recreational areas, commercial areas, and any locations where there is the potential conflict between pedestrian and vehicular traffic. Such conflict areas shall be marked with appropriate pavement markings to clearly indicate pedestrian crossings.

f. Protection of residential uses. Orientation of commercial buildings away from adjacent residential uses. Layout of parking and service areas, access, landscape areas, courts, walls, signs, and lighting, and the control of noise and other potential adverse impacts, shall promote protection of residential uses and include adequate buffering.

g. Site plan approval. Unified control of the entire area proposed for development and substantial conformance to the master plan for that area. The site plan shall include documentation of maximum project density, overall requirements for open space and preservation areas, building coverage, and allocation for incidental commercial uses. Development successors in title shall be bound by the approved site plan. Revision to an approved site plan shall remain in conformance with the master plan.

Sec. 3-4.9 Recreation district, Perdido Key (Rec-PK).

(d) Site and building requirements.

(1) Density. Dwelling unit density limited to vested development.

(2) Floor area ratio. A maximum floor area ratio of 1.0 for all uses.

(3) Structure height. Two stories.

(4) Lot area. No minimum lot area unless prescribed by use.

(5) Lot width. No minimum lot width prescribed by zoning.

(6) Lot coverage. Minimum pervious lot coverage of 80 percent (20 percent maximum semi-impervious and impervious cover) for all uses.

(7) Structure setbacks. For all principal structures, minimum setbacks are:

a. Front and rear. Twenty-five feet in front and rear.

b. Sides. On each side, five feet or 10 percent of the lot width at the street right-of-way, whichever is greater, but not required to exceed 15 feet.

~~**c. Corner lots.** Will have one front setback and one side setback.~~

(8) Other requirements. Refer to chapters 4 and 5 for additional development.

Section 4. Severability.

If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any Court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 5. Inclusion in Code.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by F.S. § 125.68 (2017); and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "chapter," or such other appropriate word or phrase in order to accomplish such intentions.

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Section 6. Effective Date.

This Ordinance shall become effective upon filing with the Department of State.

DONE AND ENACTED this_____ day of _____, 2018.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Jeff Bergosh, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

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

DRAFT

ORDINANCE NUMBER 2018-_____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING CHAPTER 3, ZONING REGULATIONS, ARTICLE 1, GENERAL PROVISIONS, SITE AND BUILDING REQUIREMENTS, TO CLARIFY THE APPLICATION OF STRUCTURE SETBACKS TO LOTS WITH MULTIPLE STREET FRONTAGE, AND AMENDING SITE AND BUILDING REQUIREMENTS IN CHAPTER 3, ARTICLE 2, MAINLAND DISTRICTS, AND ARTICLE 4, PERDIDO KEY DISTRICTS, TO DEFINE THE MINIMUM WIDTH FOR LOTS FRONTING SHORT RADIUS RIGHT-OF-WAY CURVES WITHIN THESE DISTRICTS, AND FURTHER AMENDING SEC. 3-2.11 TO ESTABLISH A MINIMUM WIDTH FOR OTHER LOTS WITHIN THE HC/LI ZONING DISTRICT, AND AMENDING SEC. 3-2.10 TO REDUCE SIDE STRUCTURE SETBACKS FOR SINGLE-FAMILY DWELLINGS WITHIN THE COMMERCIAL ZONING DISTRICT, AND AMENDING SEC. 3-4.2 TO REDUCE THE MINIMUM SIDE STRUCTURE SETBACK FOR ALL STRUCTURES WITHIN THE LDR-PK ZONING DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 125, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Escambia County Board of County Commissioners finds that logical and orderly land development patterns promote the public health, safety, and general welfare; and

WHEREAS, the Board has, within the regulations of the Land Development Code, established zoning districts with specific site and building requirements to implement the general land development patterns prescribed by the Comprehensive Plan; and

WHEREAS, the Board finds that revisions made to the zoning district site and building requirements that improve their function and explain their application promote the logical and orderly development of land within the County;

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

Section 1. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Chapter 3, Zoning Regulations, Article 1, General

Provisions, is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

Article 1 General Provisions

Sec. 3-1.5 Site and building requirements.

(a) Generally. Each zoning district establishes its own site and building requirements which define physical limits to the development of district parcels. These requirements, in combination with other district provisions, the use and location regulations of Chapter 4, and the general development standards of Chapter 5, define the limits for all development within the district.

(b) Modifications. Except as may be authorized in this article for the clustering of dwelling units, modifications to the strict application of site and building requirements may only be granted according to the compliance review processes prescribed in Chapter 2, and only if not excluded by other provisions of the LDC.

(c) Street frontage. For the application of site and building requirements and other LDC provisions to any lot with no street frontage, the Planning Official shall determine a front lot line in consideration of lot orientation, access, and other relevant conditions. The Planning Official shall also determine the appropriate rear lot line for any lot with multiple street frontages.

(d) Density. The number of dwelling or lodging units allowed within a parcel is determined by the product of the total (gross) development parcel area and the maximum density allowed by the applicable zoning district. When the calculated number of allowable units for a parcel result in a fraction greater than or equal to 0.5 units, rounding up to the next whole unit is permitted. However, in the division of an existing lot of record for two single-family lots, the product of the area and density for each proposed lot shall be at least one dwelling unit without rounding, unless the lots are created by the division of an existing public right-of-way. Regardless of the maximum density allowed, each lot of record is vested for a single-family dwelling as established in the preceding section.

(e) Lot width and area. All new lots shall provide the minimum width and area required by the applicable zoning, except that parcels created for public utilities or preserved for recreation, conservation, or open space need only have width sufficient for access to that limited use. Any existing lot of record that contains less width or area than required by the applicable zoning district may be used for any use allowed within that district if the use complies with all other applicable regulations, including buffering and use-specific minimum lot area.

(f) Lot coverage. The maximum amount of impervious and semi-impervious coverage allowed for any lot is established by the minimum percent pervious lot coverage required by the applicable zoning district. The amount allowed by zoning remains subject to other limitations of the LDC and any approved stormwater management plan for the lot.

(g) Setbacks and yards. The minimum setbacks and yards for structures are those required by the applicable zoning district or as otherwise may be stipulated in SRIA lease agreements for lands on Pensacola Beach.

(1) Multiple frontage. For corner and other lots with multiple street frontage, the front setback shall apply to the frontage of the assigned street address and the side setback shall apply to any street frontage that adjoins the addressed frontage, except where the Planning Official may determine these applications to be impractical for an existing individual lot.

(~~1~~2) Nonconformance. For a structure that is nonconforming with regard to any zoning required setback, a structural alteration, enlargement, or extension to it that creates no greater encroachment by distance into the substandard setback is not considered an increase in nonconformance and does not require a variance.

(~~2~~3) Accessory structures. Accessory structures shall be limited to side and rear yards and be at least five feet from any interior side or rear lot line except where specifically allowed as encroachments. Accessory dwellings shall be limited to the setbacks required for the principal dwelling.

(~~3~~4) Distance between dwellings. Where the applicable zoning district allows more than one dwelling on a single lot, the minimum horizontal distance between such dwellings shall not be less than twice the side yard distance required by the district, and the minimum distance between any structures shall not be less than the minimum required by the Florida Building Code.

(~~4~~5) Encroachments by building features. Every part of a required yard shall be open from its lowest point to the sky, unobstructed except for the ordinary projection of sills, belt courses, cornices, buttresses, awnings, eaves and similar building features. No such projection shall extend more than 24 inches into any yard, except roof overhangs, awnings, outside stairways, and balconies which may extend up to 48 inches into any yard provided the building setback is otherwise at least 10 feet

(~~5~~6) Encroachment of porch or terrace. An open, unenclosed and uncovered paved terrace or a covered porch may extend into the required front yard no more than 10 feet.

(h) Structure heights. The maximum structure heights allowed by the applicable zoning district are modified by the following:

(1) Agricultural structures. Structures such as cotton gins, granaries, silos, and windmills associated with permitted agricultural uses may exceed the district height limits if not in conflict with any applicable airport or airfield height restrictions.

(2) Rooftop structures. The district height limits do not apply to belfries, chimneys, church spires, cooling towers, elevator bulkheads, flag poles, television reception antennae, roof-mounted tanks, mechanical equipment rooms, or similar rooftop structures that comply with all of the following conditions:

a. They do not separately or in combination with other rooftop structures exceed 10 percent of the horizontal roof area.

b. They do not exceed applicable airport or airfield height restrictions.

c. They do not exceed otherwise applicable height limitations by more than 15 feet or 10 percent of actual building height, whichever is greater.

Section 2. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Chapter 3, Zoning Regulations, Article 2, Mainland Districts, is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

Article 2 Mainland Districts

Sec. 3-2.2 Agricultural district (Agr).

(d) Site and building requirements. The following site and building requirements apply to uses within the Agricultural district:

(1) Density. A maximum density of one dwelling unit per 20 acres.

(2) Floor area ratio. A maximum floor area ratio of 0.25 for all uses.

(3) Structure height. No maximum structure height unless prescribed by use.

(4) Lot area. No minimum lot area unless prescribed by use.

(5) Lot width. A minimum lot width of 100 feet at the street right-of-way for all new lots.

(6) Lot coverage. Minimum pervious lot coverage of 30 percent (70 percent maximum semi-impervious and impervious cover) for all uses.

(7) Structure setbacks. For all principal structures, minimum setbacks are:

a. Front and rear. Forty feet in the front and rear.

b. Sides. On each side, five feet or 10 percent of the lot width at the street right-of-way, whichever is greater, but not required to exceed 15 feet.

~~**c. Corner lots.** Will one front setback and one side setback.~~

(8) Other requirements. Refer to chapters 4 and 5 for additional development regulations and standards.

Sec. 3-2.3 Rural Residential district (RR).

(d) Site and building requirements. The following site and building requirements apply to uses within the RR district:

(1) Density. A maximum density of one dwelling unit per four acres.

(2) Floor area ratio. A maximum floor area ratio of 0.25 for all uses.

(3) Structure height. No maximum structure height unless prescribed by use.

(4) Lot area. No minimum lot area unless prescribed by use.

(5) Lot width. ~~A minimum lot width of 40 feet at the street right-of-way for cul-de-sac lots and 100 feet at the street right-of-way for all other lots.~~For a new lot with the majority of its frontage along the outside of a street right-of-way curve whose radius is 100 feet or less, the minimum lot width at the right-of-way is 40 feet. The minimum width for all other new lots is 100 feet at the right-of way.

(6) Lot coverage. Minimum pervious lot coverage of 30 percent (70 percent maximum semi-impervious and impervious cover) for all uses.

(7) Structure setbacks. For all principal structures, minimum setbacks are:

a. Front and rear. Forty feet in the front and rear.

b. Sides. On each side, five feet or 10 percent of the lot width at the street right-of-way, whichever is greater, but not required to exceed 15 feet.

~~**c. Corner lots.** Will have one front setback and one side setback.~~

(8) Other requirements.

a. Farm animal shelters. Stables or other structures for sheltering farm animals shall be at least 50 feet from any property line and at least 130 feet from any dwelling on adjacent property.

b. Chapters 4 and 5. Refer to chapters 4 and 5 for additional development regulations and standards.

Sec. 3-2.4 Rural Mixed-use district (RMU).

(d) Site and building requirements. The following site and building requirements apply to uses within the RMU district:

(1) Density. A maximum density of two dwelling units per acre.

(2) Floor area ratio. A maximum floor area ratio of 0.25 for all uses.

(3) Structure height. No maximum structure height unless prescribed by use.

(4) Lot area. No minimum lot area unless prescribed by use.

(5) Lot width. ~~A minimum lot width of 40 feet at the street right-of-way for cul-de-sac lots and 100 feet at the street right-of-way for all other lots.~~For a new lot with the majority of its frontage along the outside of a street right-of-way curve whose radius is 100 feet or less, the minimum lot width at the right-of-way is 40 feet. The minimum width for all other new lots is 100 feet at the right-of-way.

(6) Lot coverage. Minimum pervious lot coverage of 30 percent (70 percent maximum semi-impervious and impervious cover) for all uses.

(7) Structure setbacks. For all principal structures, minimum setbacks are:

a. Front and rear. Forty feet in the front and rear.

b. Sides. On each side, five feet or 10 percent of the lot width at the street right-of-way, whichever is greater, but not required to exceed 15 feet.

~~**c. Corner lots.** Will have one front setback and one side setback.~~

(8) Other requirements.

a. Farm animal shelters. Stables or other structures for sheltering farm animals shall be at least 50 feet from any property line and at least 130 feet from any dwelling on the property of another landowner.

b. Chapters 4 and 5. Refer to chapters 4 and 5 for additional development regulations and standards.

Sec. 3-2.5 Low Density Residential district (LDR).

(d) Site and building requirements. The following site and building requirements apply to uses within the LDR district:

(1) Density. A maximum density of four dwelling units per acre.

(2) Floor area ratio. A maximum floor area ratio of 1.0 for all uses.

(3) Structure height. A maximum structure height of 45 feet. See height definition.

(4) Lot area. No minimum lot area unless prescribed by use.

(5) Lot width. ~~A minimum lot width of 20 feet at the street right-of-way for cul-de-sac lots and 60 feet at the street right-of-way for all other lots.~~<u>For a new lot with the majority of its frontage along the outside of a street right-of-way curve whose radius is 100 feet or less, the minimum lot width at the right-of-way is 40 percent of the radius length, but not less than 20 feet. The minimum width for all other new lots is 60 feet at the right-of-way.</u>

(6) Lot coverage. Minimum pervious lot coverage of 30 percent (70 percent maximum semi-impervious and impervious cover) for all uses.

(7) Structure setbacks. For all principal structures, minimum setbacks are:

a. Front and rear. Twenty-five feet in the front and rear.

b. Sides. On each side, five feet or 10 percent of the lot width at the street right-of-way, whichever is greater, but not required to exceed 15 feet.

~~**c. Corner lots.** Will have one front setback and one side setback.~~

(8) Other requirements.

a. Horse shelters. Stables or other structures for sheltering horses or other domesticated *equines* shall be at least 50 feet from any property line and at least 130 feet from any dwelling on the property of another landowner.

b. Chapters 4 and 5. Refer to chapters 4 and 5 for additional development regulations and standards.

Sec. 3-2.6 Low Density Mixed-use district (LDMU).

(d) Site and building requirements. The following site and building requirements apply to uses within the LDMU district:

(1) Density. A maximum density of seven dwelling units per acre regardless of the future land use category.

(2) Floor area ratio. A maximum floor area ratio of 1.0 within the MU-S future land use category and 2.0 within MU-U.

(3) Structure height. A maximum structure height of 45 feet. See height definition.

(4) Lot area. No minimum lot area unless prescribed by use.

(5) Lot width. ~~Except for cul-de-sac lots which shall provide a minimum lot width of 20 feet at the street right-of-way, the following minimum lot widths are required:~~For a new lot with the majority of its frontage along the outside of a street right-of-way curve whose radius is 100 feet or less, the minimum lot width at the right-of-way is 40 percent of the radius length, but not less than 20 feet. The minimum width for all other new lots is as follows:

1. **Single-family detached.** Forty feet at the street right-of-way for single-family detached dwellings.
2. **Two-family.** Eighty feet at the street right-of-way for two-family dwellings.
3. **Multi-family and other.** Eighty feet at the street right-of-way for multi-family dwellings and townhouse groups. No minimum lot width required by zoning for other uses.

(6) Lot coverage. Minimum pervious lot coverage of 25 percent (75 percent maximum semi-impervious and impervious cover) for all uses.

(7) Structure setbacks. For all principal structures, minimum setbacks are:

a. Front and rear. Twenty feet in the front and 15 feet in the rear.

b. Sides. Ten feet on each side of a group of attached townhouses. On each side of all other structures, five feet or 10 percent of the lot width at the street right-of-way, whichever is greater, but not required to exceed 15 feet.

~~**c. Corner lots.** Will have one front setback and one side setback.~~

(8) Other requirements. Refer to chapters 4 and 5 for additional development regulations and standards.

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

(d) Site and building requirements. The following site and building requirements apply to uses within the MDR district:

(1) Density. A maximum density of 10 dwelling units per acre regardless of the future land use category.

(2) Floor area ratio. A maximum floor area ratio of 1.0 within the MU-S future land use category and 2.0 within MU-U.

(3) Structure height. A maximum structure height of 45 feet. See height definition.

(4) Lot area. No minimum lot area unless prescribed by use.

(5) Lot width. ~~Except for cul-de-sac lots which shall provide a minimum lot width of 20 feet at the street right-of-way, the following minimum lot widths are required:~~For a new lot with the majority of its frontage along the outside of a street right-of-way curve whose radius is 100 feet or less, the minimum lot width at the right-of-way is 40 percent of the radius length, but not less than 20 feet. The minimum width for all other new lots is as follows:

- **a. Single-family detached.** Fifty feet at the street right-of-way for single-family detached dwellings.
- **b. Two-family.** Eighty feet at the street right-of-way or two-family dwellings.
- **c. Multi-family and other.** Eighty feet at the street right-of-way for townhouse groups and boarding or rooming houses. No minimum lot width required by zoning for other uses.

(6) Lot coverage. Minimum pervious lot coverage of 30 percent (70 percent maximum semi-impervious and impervious cover) for all uses.

(7) Structure setbacks. For all principal structures, minimum setbacks are:

- **a. Front and rear.** Twenty feet in the front and rear.
- **b. Sides.** Ten feet on each side of a group of attached townhouses. On each side of all other structures, five feet or 10 percent of the lot width at the street right-of-way, whichever is greater, but not required to exceed 15 feet.
- ~~**c. Corner lots.** Will have one front setback and one side setback.~~

(8) Other requirements.

- **a. Stables.** Stables shall be at least 50 feet from any property line and at least 130 feet from any residential dwelling on the property of another landowner.
- **b. Chapters 4 and 5.** Refer to chapters 4 and 5 for additional development regulations and standards.

Sec. 3-2.8 High Density Residential district (HDR).

(d) Site and building requirements. The following site and building requirements apply to uses within the HDR district:

(1) Density. A maximum density of 18 dwelling units per acre.

(2) Floor area ratio. A maximum floor area ratio of 2.0 for all uses.

(3) Structure height. A maximum structure height of 120 feet above highest adjacent grade.

(4) Lot area. No minimum lot area unless prescribed by use.

(5) Lot width. ~~Except for cul-de-sac lots which shall provide a minimum lot width of 20 feet at the street right-of-way, the following minimum lot widths are required:~~For a new lot with the majority of its frontage along the outside of a street right-of-way curve whose radius is 100 feet or less, the minimum lot width at the right-of-way is 40 percent of the radius length, but not less than 20 feet. The minimum width for all other new lots is as follows:

a. Single-family detached. Forty feet at the street right-of-way for single-family detached dwellings.

b. Two-family. Eighty feet at the street right-of-way for two-family dwellings.

c. Multi-family and other. Eighty feet at the street right-of-way for multi-family dwellings, boarding or rooming houses, and townhouse groups. No minimum lot width required by zoning for other uses.

(6) Lot coverage. Minimum pervious lot coverage of 20 percent (80 percent maximum semi-impervious and impervious cover) for all uses.

(7) Structure setbacks. For all principal structures, minimum setbacks are:

a. Front and rear. Twenty feet in the front and 15 feet in the rear.

b. Sides. Ten feet on each side of a group of attached townhouses. On each side of all other structures, 10 feet or 10 percent of the lot width at the street right-of-way, whichever is less, but at least five feet. For structures exceeding 35 feet above highest adjacent grade, an additional two feet for each additional 10 feet in height, but not required to exceed 15 feet.

~~**c. Corner lots.** Will have one front setback and one side setback.~~

(8) Other requirements. Refer to chapters 4 and 5 for additional development regulations and standards.

Sec. 3-2.9 High Density Mixed-use district (HDMU).

(d) Site and building requirements. The following site and building requirements apply to uses within the HDMU district:

(1) Density. A maximum density of 25 dwelling units per acre.

(2) Floor area ratio. A maximum floor area ratio of 1.0 within the Commercial (C) future land use category and 2.0 within Mixed-Use Urban (MU-U).

(3) Structure height. A maximum structure height of 150 feet above highest adjacent grade.

(4) Lot area. No minimum lot area unless prescribed by use.

(5) Lot width. ~~Except for cul-de-sac lots which shall provide a minimum lot width of 20 feet at the street right-of-way, the following minimum lot widths are required:~~For a new lot with the majority of its frontage along the outside of a street right-of-way curve whose radius is 100 feet or less, the minimum lot width at the right-of-way is 40 percent of the radius length, but not less than 20 feet. The minimum width for all other new lots is as follows:

- **a. Single-family detached.** Forty feet at the street right-of-way for single-family detached dwellings.
- **b. Two-family.** Eighty feet at the street right-of-way for two-family dwellings.
- **c. Multi-family and other.** Eighty feet at the street right-of-way for multi-family dwellings, boarding or rooming houses, or townhouse groups. No minimum lot width required by zoning for other uses.

(6) Lot coverage. Minimum pervious lot coverage of 20 percent (80 percent maximum semi-impervious and impervious cover) for all uses.

(7) Structure setbacks. For all principal structures, minimum setbacks are:

- **a. Front and rear.** Twenty feet in the front and 15 feet in the rear.
- **b. Sides.** Ten feet on each side of a group of attached townhouses. On each side of all other structures, 10 feet or 10 percent of the lot width at the street right-of-way, whichever is less, but at least five feet. For structures exceeding 35 feet above highest adjacent grade, an additional two feet for each additional 10 feet in height, but not required to exceed 15 feet.
- ~~**c. Corner lots.** Will have one front setback and one side setback.~~

(8) Other requirements. Refer to chapters 4 and 5 for additional development regulations and standards.

Sec. 3-2.10 Commercial district (Com).

(d) Site and building requirements. The following site and building requirements apply to uses within the Commercial district:

(1) Density. A maximum density of 25 dwelling units per acre throughout the district. Lodging unit density not limited by zoning.

(2) Floor area ratio. A maximum floor area ratio of 1.0 within the Commercial (C) future land use category and 2.0 within Mixed-Use Urban (MU-U).

(3) Structure height. A maximum structure height of 150 feet above adjacent grade.

(4) Lot area. No minimum lot area unless prescribed by use.

(5) Lot width. ~~Except for cul-de-sac lots which shall provide a minimum lot width of 20 feet at the street right-of-way, the following minimum lot widths are~~

~~required:~~For a new lot with the majority of its frontage along the outside of a street right-of-way curve whose radius is 100 feet or less, the minimum lot width at the right-of-way is 40 percent of the radius length, but not less than 20 feet. The minimum width for all other new lots is as follows:

a. **Single-family detached.** Forty feet at the street right-of-way for single-family detached dwellings.

b. **Two-family.** Eighty feet at the street right-of-way for two-family dwellings.

c. **Multi-family and other.** Eighty feet at the street right-of-way for multi-family dwellings, boarding or rooming houses, or townhouse groups. No minimum lot width required by zoning for other uses or lots.

(6) Lot coverage. Minimum pervious lot coverage of 15 percent (85 percent maximum semi-impervious and impervious cover) for all uses.

(7) Structure setback. For all principal structures, minimum setbacks are:

a. **Front and rear.** Fifteen feet in both front and rear.

b. **Sides.** ~~Ten feet on each side~~ On each side of a single-family detached dwelling, 10 feet or 10 percent of the lot width at the street right-of-way, whichever is less, but at least five feet. For all other structures, including any group of attached townhouses ten feet on each side. For structures exceeding 35 feet above highest adjacent grade, an additional two feet for each additional 10 feet in height.

~~**c. Corner lots.** Will have one front setback and one side setback.~~

(8) Other requirements. Refer to chapters 4 and 5 for additional development regulations and standards.

Sec. 3-2.11 Heavy Commercial and Light Industrial district (HC/LI).

(d) Site and building requirements. The following site and building requirements apply to uses within the HC/LI district:

(1) Density. A maximum density of 25 dwelling units per acre. Lodging unit density is not limited by zoning.

(2) Floor area ratio. A maximum floor area ratio of 1.0 within the Mixed-Use Suburban (MU-S), Commercial (C) and Industrial (I) future land use categories, and 2.0 within Mixed-Use Urban (MU-U).

(3) Structure height. A maximum structure height of 150 feet above highest adjacent grade, except that for any parcel previously zoned GBD and within the MU-S future land use category the mean roof height (average of roof eave and peak heights) of a building shall not exceed 45 feet above average finished grade.

(4) Lot area. No minimum lot area unless prescribed by use.

(5) Lot width. ~~No minimum lot width required by zoning.~~For a new lot with the majority of its frontage along the outside of a street right-of-way curve whose

radius is 100 feet or less, the minimum lot width at the right-of-way is 40 percent of the radius length, but not less than 20 feet. The minimum width for all other new lots is 100 feet at the street right-of-way.

(6) Lot coverage. Minimum pervious lot coverage of 15 percent (85 percent maximum semi-impervious and impervious cover) for all uses. A maximum 75 percent of lot area occupied by principal and accessory buildings on lots of non-residential uses.

(7) Structure setbacks. For all principal structures, minimum setbacks are:

a. Front and rear. Fifteen feet in both front and rear.

b. Sides. On each side of a single-family detached dwelling, 10 feet or 10 percent of the lot width at the street right-of-way, whichever is less, but at least five feet. For all other structures, including any group of attached townhouses, ten feet on each side. For structures exceeding 35 feet above highest adjacent grade, an additional two feet for each additional 10 feet in height.

~~**c. Corner lots.** Will have one front setback and one side setback.~~

(8) Other requirements.

a. Access. For any industrial use south of Well Line Road, site access shall be provided by curb cuts on an arterial or collector street. Alternatively, a private or public street may link the site to an arterial or collector, provided that the private or public street does not traverse a residential subdivision or predominantly residential neighborhood between the site and the arterial or collector street.

b. Parcels within MU-S previously zoned GBD. For any parcel previously zoned GBD and within the MU-S future land use category, additional requirements apply as mandated by the GBD performance standards and the site and building requirements in effect as of April 15, 2015, prior to the adoption of the current Land Development Code to ensure compatibility.

c. Chapters 4 and 5. Refer to chapters 4 and 5 for additional development regulations and standards.

Sec. 3-2.12 Industrial district (Ind).

(d) Site and building requirements. The following site and building requirements apply to uses within the Industrial district:

(1) Density. Dwelling unit density limited to vested residential development.

(2) Floor area ratio. A maximum floor area ratio of 1.0 for all uses.

(3) Structure height. A maximum structure height of 150 feet above highest adjacent grade.

(4) Lot area. No minimum lot area unless prescribed by use.

(5) Lot width. A minimum ~~lot~~ width of 100 feet at the street right-of-way for all new lots.

(6) Lot coverage. Minimum pervious lot coverage of 15 percent (85 percent maximum semi-impervious and impervious cover) for all uses. A maximum of 75 percent of lot area occupied by principal and accessory buildings.

(7) Structure setbacks. For all principal structures, minimum setbacks are:

a. Front and rear. Twenty-five feet in both front and rear.

b. Sides. On each side of a single-family detached dwelling on an existing lot of record, 10 feet or 10 percent of the lot width at the street right-of-way, whichever is less, but at least five feet. For all other structures, 15 ~~Fifteen~~ feet on each side.

~~**c. Corner lots.** Will have one front setback and one side setback.~~

(8) Other requirements.

a. Access. For any industrial use south of Well Line Road, site access shall be provided by curb cuts on an arterial or collector street. Alternatively, a private or public street may link the site to an arterial or collector, provided that the private or public street does not traverse a residential subdivision or predominantly residential neighborhood between the site and the arterial or collector street.

b. Chapters 4 and 5. Refer to chapters 4 and 5 for additional development regulations and standards.

Sec. 3-2.13 Recreation district (Rec).

(d) Site and building requirements. The following site and building requirements apply to uses within the Recreation district:

(1) Density. Dwelling unit density limited to vested development.

(2) Floor area ratio. A maximum floor area ratio of 1.0 for all uses.

(3) Structure height. No maximum structure height unless prescribed by use.

(4) Lot area. No minimum lot area unless prescribed by use.

(5) Lot width. No minimum lot width required by zoning.

(6) Lot coverage. Minimum pervious lot coverage of 80 percent (20 percent maximum semi-impervious and impervious cover) for all uses.

(7) Structure setbacks. For all principal structures, minimum setbacks are:

a. Front and rear. Twenty-five feet in front and rear.

b. Sides. On each side, five feet or 10 percent of the lot width at the street right-of-way, whichever is greater, but not required to exceed 15 feet.

~~**c. Corner lots.** Will have one front setback and one side setback.~~

(8) Other requirements. Refer to chapters 4 and 5 for additional development regulations and standards.

Sec. 3-2.14 Conservation district (Con).

(d) Site and building requirements. The following site and building requirements apply to uses within the Conservation district:

(1) Density. Dwelling unit density limited to vested development.

(2) Floor area ratio. A maximum floor area ratio of 0.5 for all uses.

(3) Structure height. A maximum structure height of 45 feet. See height definition.

(4) Lot area. No minimum lot area unless prescribed by use.

(5) Lot width. No minimum lot width required by zoning.

(6) Lot coverage. Minimum pervious lot coverage of 80 percent (20 percent maximum semi-impervious and impervious cover) for all uses.

(7) Structure setbacks. For all principal structures, minimum setbacks are:

a. Front and rear. Twenty-five feet in front and rear.

b. Sides. On each side, five feet or 10 percent of the lot width at the street right-of-way, whichever is greater, but not required to exceed 15 feet.

~~**c. Corner lots.** Will have one front setback and one side setback.~~

(8) Other requirements.

a. Horse shelters. Stables or other structures for sheltering horses or other domesticated *equines* shall be at least 50 feet from any property line and at least 130 feet from any dwelling on the property of another landowner.

b. Chapters 4 and 5. Refer to chapters 4 and 5 for additional development regulations and standards

Sec. 3-2.15 Public district (Pub).

(d) Site and building requirements. The following site and building requirements apply to uses within the Public district:

(1) Density. Dwelling unit density limited to vested residential development.

(2) Floor area ratio. A maximum floor area ratio of 1.0 within the Commercial (C) future land use category and 2.0 within Mixed-Use Urban (MU-U).

(3) Structure height. A maximum structure height of 150 feet above adjacent grade.

(4) Lot area. No minimum lot area unless prescribed by use.

(5) Lot width. No minimum lot width required by zoning.

(6) Lot coverage. Minimum pervious lot coverage of 15 percent (85 percent maximum semi-impervious and impervious cover) for all uses.

(7) Structure setback. For all principal structures, minimum setbacks are:

a. Front and rear. Fifteen feet in both front and rear.

b. Sides. Ten feet on each side. For structures exceeding 35 feet above highest adjacent grade, an additional two feet for each additional 10 feet in height.

~~**c. Corner lots.** Will have one front setback and one side setback.~~

(8) Other requirements. Refer to chapters 4 and 5 for additional development regulations and standards.

Section 3. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Chapter 3, Zoning Regulations, Article 4, Perdido Key Districts, is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

Article 4 Perdido Key districts.

Sec. 3-4.2 Low Density Residential district, Perdido Key (LDR-PK).

(d) Site and building requirements. The following site and building requirements apply to uses within the LDR-PK district:

(1) Density. A maximum density of two dwelling units per acre.

(2) Floor area ratio. A maximum floor area ratio of 1.0 for all uses.

(3) Structure height. A maximum building height of 35 feet above the habitable first floor. However, the roof of an accessory boathouse shall not exceed 20 feet above mean sea level.

(4) Lot area. No minimum lot area unless prescribed by use.

(5) Lot width. ~~Except for cul-de-sac lots which shall provide a minimum lot width of 20 feet at the street right-of-way, the following minimum lot widths are required:~~For a new lot with the majority of its frontage along the outside of a street right-of-way curve whose radius is 100 feet or less, the minimum lot width at the right-of-way is 40 percent of the radius length, but not less than 20 feet. The minimum width for all other new lots is as follows:

a. Single-family detached. Forty feet at the street right-of-way for single-family detached dwellings.

b. Two-family. Fifty feet at the street right-of-way for two-family dwellings.

(6) Lot coverage. Minimum pervious lot coverage of 30 percent (70 percent maximum semi-impervious and impervious cover) for all uses, and minimum open space of 35 percent of total parcel area.

(7) Structure setbacks. For all principal structures, minimum setbacks are:

a. **Front and rear.** Twenty-five feet in the front. Ten percent of the lot depth in the rear, but not required to exceed 25 feet.

b. **Sides.** On each side, ~~ten~~ five feet or 10 percent of the lot width at the street right-of-way, whichever is greater, but not required to exceed 15 feet.

~~**c. Corner lots.** Will have one front setback and one side setback.~~

(8) Other requirements. Refer to chapters 4 and 5 for additional development regulations and standards.

Sec. 3-4.3 Medium Density Residential district, Perdido Key (MDR-PK).

(d) Site and building requirements. The following site and building requirements apply to uses within the MDR-PK district:

(1) Density. A maximum density of 4.5 dwelling units per acre.

(2) Floor area ratio. A maximum floor area ratio of 1.0 for all uses.

(3) Structure height. A maximum building height of four stories. However, an additional story may be utilized for parking in areas that clustering of development is necessary for permitting through the Perdido Key Habitat Conservation Plan.

(4) Lot area. No minimum lot area unless prescribed by use.

(5) Lot width. ~~Except for cul-de-sac lots which shall provide a minimum lot width of 20 feet at the street right-of-way, the following minimum lot widths are required:~~For a new lot with the majority of its frontage along the outside of a street right-of-way curve whose radius is 100 feet or less, the minimum lot width at the right-of-way is 40 percent of the radius length, but not less than 20 feet. The minimum width for all other new lots is as follows:

a. **Single-family detached.** Forty feet at the street right-of-way for single-family detached dwellings.

b. **Two-family.** Fifty feet at the street right-of-way for two-family dwellings.

c. **Townhouses and Multi-family.** Twenty feet at the street right-of-way for townhouses and one hundred feet at the street right-of-way for multi-family dwellings. No minimum lot width required by zoning for other uses.

(6) Lot coverage. Minimum pervious lot coverage of 30 percent (70 percent maximum semi-impervious and impervious cover) for all uses, and minimum open space of 35 percent of total parcel area.

(7) Structure setbacks. For all principal structures, minimum setbacks are:

a. **Front and rear.** Twenty-five feet in the front for single and two-family dwellings, and fifteen feet for all other structures. Ten percent of the lot depth in the rear, but not required to exceed 25 feet.

b. **Sides.** Ten feet at each end unit of a townhouse group. On each side of all other structures, five feet or 10 percent of the lot width at the street right-of-way, whichever is greater, but not required to exceed 15 feet.

~~**c. Corner lots.** Will have one front setback and one side setback.~~

(8) Other requirements. Refer to chapters 4 and 5 for additional development regulations and standards.

Sec. 3-4.4 High Density Residential district, Perdido Key (HDR-PK).

(d) Site and building requirements. The following site and building requirements apply to uses within the HDR-PK district:

(1) Density. A maximum density of 12 dwelling units per acre.

(2) Floor area ratio. A maximum floor area ratio of 1.0 for all uses.

(3) Structure height. A maximum building height of eight stories. However, two additional stories may be utilized for parking in areas that clustering of development is necessary for permitting through the Perdido Key Habitat Conservation Plan.

(4) Lot area. No minimum lot area unless prescribed by use.

(5) Lot width. ~~Except for cul-de-sac lots which shall provide a minimum lot width of 20 feet at the street right-of-way, the following minimum lot widths are required:~~For a new lot with the majority of its frontage along the outside of a street right-of-way curve whose radius is 100 feet or less, the minimum lot width at the right-of-way is 40 percent of the radius length, but not less than 20 feet. The minimum width for all other new lots is as follows:

a. Single-family detached. Forty feet at the street right-of-way for single-family detached dwellings.

b. Two-family. Fifty feet at the street right-of-way for two-family dwellings.

c. Townhouses and multi-family. Twenty feet at the street right-of-way for townhouses. One hundred feet at the street right-of-way for multi-family dwellings. No minimum lot width required by zoning for other uses.

(6) Lot coverage. Minimum pervious lot coverage of 30 percent (70 percent maximum semi-impervious and impervious cover) for all uses, and minimum open space of 35 percent of total parcel area.

(7) Structure setbacks. For all principal structures, minimum setbacks are:

a. Front and rear. Twenty feet in the front for single and two-family dwellings, and ten feet for all other structures. Ten percent of the lot depth in the rear, but not required to exceed 25 feet.

b. Sides. Ten feet at each end unit of a townhouse group. On each side of all other structures, five feet or 10 percent of the lot width at the street right-of-way, whichever is greater, but not required to exceed 15 feet.

~~**c. Corner lots.** Will have one front setback and one side setback.~~

(8) Other requirements. Refer to chapters 4 and 5 for additional development regulations and standards.

Sec. 3-4.5 Commercial district, Perdido Key (Com-PK).

(d) Site and building requirements. The following site and building requirements apply to uses within the Com-PK district:

(1) Density. A maximum density of three dwelling units per acre. Density may be increased or decreased by density transfer to or from other commercially zoned Perdido Key lands (Com-PK, CC-PK, CG-PK, or PR-PK). Transfers are limited to contiguous land (exclusive of public streets) under unified control and may occur across public streets, excluding transfers to any parcels south of Perdido Key Drive.

(2) Floor area ratio. A maximum floor area ratio of 1.0 for all uses.

(3) Structure height. A maximum building height of four stories. However, an additional story may be utilized for parking in areas that clustering of development is necessary for permitting through the Perdido Key Habitat Conservation Plan.

(4) Lot area. No minimum lot area unless prescribed by use.

(5) Lot width. ~~Except for cul-de-sac lots which shall provide a minimum lot width of 20 feet at the street right-of-way, the following minimum lot widths are required:~~For a new lot with the majority of its frontage along the outside of a street right-of-way curve whose radius is 100 feet or less, the minimum lot width at the right-of-way is 40 percent of the radius length, but not less than 20 feet. The minimum width for all other new lots is as follows:

a. Single-family detached. Forty feet at the street right-of-way for single-family detached dwellings.

b. Two-family. Fifty feet at the street right-of-way for two-family dwellings.

c. Townhouse and multi-family. Twenty feet at the street right-of-way for townhouses. One hundred feet at the street right-of-way for multi-family dwellings. No minimum lot width required by zoning for non-residential uses.

(6) Lot coverage. Minimum pervious lot coverage of 25 percent (75 percent maximum semi-impervious and impervious cover) for all uses.

(7) Structure setbacks. For all principal structures, minimum setbacks are:

a. Front and rear. Twenty feet in the front for all single-family, two-family, three-family (triplex), and four-family (quadruplex) dwellings, but ten feet for all other d**w**ellings, any non-residential, or mixed uses. Fifteen feet in the rear for all uses.

b. Sides. Ten feet at each end unit of a townhouse group and 10 feet on any side of a structure abutting a residential district if that side is not separated from the residential district by a public street, body of water, or similar manmade or natural buffer. Five feet on all other sides and for all other structures.

~~**c. Corner lots.** Will have one front setback and one side setback.~~

(8) Other requirements. Refer to chapters 4 and 5 for additional development regulations and standards.

Sec. 3-4.6 Commercial Core district, Perdido Key (CC-PK).

(d) Site and building requirements. The following site and building requirements apply to uses within the CC-PK district:

(1) Density. A maximum density of 13 dwelling units per acre or 25 lodging units per acre, or any combination of dwelling and lodging such that one dwelling unit equals 25/13 lodging units.

Density may be increased or decreased by density transfer to or from other commercially zoned Perdido Key lands (Com-PK, CC-PK, CG-PK, or PR-PK). Transfers are limited to contiguous land (exclusive of public streets) under unified control and may occur across public streets, excluding transfers to any parcels south of Perdido Key Drive.

(2) Floor area ratio. A maximum floor area ratio of 6.0 for all uses.

(3) Structure height. A maximum building height of 30 stories for hotels and 20 stories for all other buildings. However, additional stories may be utilized for parking in areas that clustering of development is necessary for permitting through the Perdido Key Habitat Conservation Plan. The number of additional stories that may be utilized for parking shall be determined by the Planning Official in conjunction with the Habitat Conservation Plan Manager.

(4) Lot area. No minimum lot area unless prescribed by use.

(5) Lot width. ~~Except for cul-de-sac lots which shall provide a minimum lot width of 20 feet at the street right-of-way, the following minimum lot widths are required:~~For a new lot with the majority of its frontage along the outside of a street right-of-way curve whose radius is 100 feet or less, the minimum lot width at the right-of-way is 40 percent of the radius length, but not less than 20 feet. The minimum width for all other new lots is as follows:

a. Single-family detached. Forty feet at the street right-of-way for single-family detached dwellings.

b. Two-family. Fifty feet at the street right-of-way for two-family dwellings.

c. Townhouses and multi-family. Twenty feet at the street right-of-way for townhouses. No minimum lot width required by zoning for multi-family dwellings or other uses.

(6) Lot coverage.

Pervious area. Minimum pervious lot coverage of 30 percent (70 percent maximum semi-impervious and impervious cover) for all single-family (attached or detached), two-family, and triplex and quadruplex forms of multi-family dwellings. For all other uses, minimum pervious lot coverage of 20 percent (80 percent maximum semi-impervious and impervious cover)

(7) Structure setbacks. For all principal structures, minimum setbacks are:

a. **Front and rear.** Ten feet in the front and 15 feet in the rear.

b. **Sides.** Ten feet at each end unit of a townhouse group and 10 feet on any side of a structure abutting a residential district if that side is not separated from the residential district by a public street, body of water, or similar manmade or natural buffer. On all other sides and for all other structures under 10 stories, ten feet or 10 percent of the lot width at the street right-of-way, whichever is greater, but not required to exceed 15 feet. Fifteen feet on the sides of structures 10 stories or more.

~~c. **Corner lots.** Will have one front setback and one side setback.~~

(8) Other requirements. Refer to chapters 4 and 5 for additional development regulations and standards.

Sec. 3-4.7 Commercial Gateway district, Perdido Key (CG-PK).

(d) Site and building requirements. The following site and building requirements apply to uses within the CG-PK district:

(1) Density. A maximum density of 12.5 dwelling units per acre or 25 lodging units per acre, or any combination of dwelling and lodging such that one dwelling unit equals two lodging units.

Density may be increased or decreased by density transfer to or from other commercially zoned Perdido Key lands (Com-PK, CC-PK, CG-PK, or PR-PK). Transfers are limited to contiguous land (exclusive of public streets) under unified control and may occur across public streets, excluding transfers to any parcels south of Perdido Key Drive.

(2) Floor area ratio. A maximum floor area ratio of 6.0 for all uses.

(3) Structure height. A maximum building height of 10 stories. However, two additional stories may be utilized for parking in areas that clustering of development is necessary for permitting through the Perdido Key Habitat Conservation Plan.

(4) Lot area. No minimum lot area unless prescribed by use.

(5) Lot width. ~~Except for cul-de-sac lots which shall provide a minimum lot width of 20 feet at the street right-of-way, the following minimum lot widths are required:~~<u>For a new lot with the majority of its frontage along the outside of a street right-of-way curve whose radius is 100 feet or less, the minimum lot width at the right-of-way is 40 percent of the radius length, but not less than 20 feet. The minimum width for all other new lots is as follows:</u>

a. **Single-family detached.** Forty feet at the street right-of-way for single-family detached dwellings.

b. **Two-family.** Fifty feet at the street right-of-way for two-family dwellings.

c. **Townhouses and multi-family.** Twenty feet at the street right-of-way for townhouses. No minimum lot width required by zoning for multi-family dwellings or other uses.

(6) Lot coverage.

a. Pervious area. Minimum pervious lot coverage of 30 percent (70 percent maximum semi-impervious and impervious cover) for all single-family, two-family (duplex), three-family (triplex), and four-family (quadruplex) dwellings, and minimum pervious lot coverage of 15 percent for all other uses.

b. Building area. The maximum area of a development parcel occupied by all principal and accessory buildings is limited to 25 percent if the tallest building on the parcel is at least three stories, but less than five stories. If the tallest building is five stories or greater, the maximum building coverage is 20 percent of the parcel area.

The area applicable to these building coverage limits cannot be divided by any public street or right-of-way except one that creates public access to a waterway. If otherwise divided, the limits apply to each portion of the divided parcel as if separate parcels.

(7) Structure setbacks. For all principal structures, minimum setbacks are:

a. Front and rear. Ten feet in the front and 15 feet in the rear.

b. Sides. Ten feet on any side of a structure abutting a residential district if that side is not separated from the residential district by a public street, body of water, or similar manmade or natural buffer. Five feet on all other sides and for all structures equal to or less than three stories. Ten feet on all other sides on structures more than three stories.

~~**c. Corner lots.** Will have one front setback and one side setback.~~

(8) Other requirements. Refer to chapters 4 and 5 for additional development regulations and standards.

Sec. 3-4.8 Planned Resort district, Perdido Key (PR-PK).

(d) Site and building requirements. The following site and building requirements apply to uses within the PR-PK district:

(1) Density. A maximum density of 5 units per acre or 25 lodging units per acre, or any combination of dwelling and lodging such that one dwelling unit equals five lodging units.

Density may be increased or decreased by density transfer to or from other commercially zoned Perdido Key lands (Com-PK, CC-PK, CG-PK, or PR-PK). Transfers are limited to contiguous land (exclusive of public streets) under unified control and may occur across public streets, excluding transfers to any parcels south of Perdido Key Drive.

Building allocation, provision of open spaces, and preservation areas may be permitted among and between the planned resort district, commercial core district, commercial gateway district and the commercial district, provided the proposed development is a master planned development.

(2) Floor area ratio. A maximum floor area ratio of 6.0 for all uses.

(3) Structure height. A maximum building height of 10 stories. However, two additional stories may be utilized for parking in areas that clustering of development is necessary for permitting through the Perdido Key Habitat Conservation Plan.

(4) Lot area. No minimum lot area unless prescribed by use.

(5) Lot width. ~~Except for cul-de-sac lots which shall provide a minimum lot width of 20 feet at the street right-of-way, the following minimum lot widths are required:~~For a new lot with the majority of its frontage along the outside of a street right-of-way curve whose radius is 100 feet or less, the minimum lot width at the right-of-way is 40 percent of the radius length, but not less than 20 feet. The minimum width for all other new lots is as follows:

- **a. Single-family detached.** Forty feet at both the street right-of-way for single-family detached dwellings.
- **b. Two-family.** Fifty feet at the street right-of-way for two-family dwellings.
- **c. Townhouses and multi-family.** Twenty feet at the street right-of-way for townhouses. No minimum lot width required by zoning for multi-family dwellings or other uses.

(6) Lot coverage. A maximum 40 percent of development parcel area occupied by all principal and accessory buildings. Minimum pervious lot coverage of 30 percent (70 percent maximum semi-impervious and impervious cover) for all single-family, two-family (duplex), three-family (triplex), and four-family (quadruplex) dwellings, and minimum pervious lot coverage of 15 percent for all other uses.

(7) Structure setbacks. All structures a minimum 25 feet from any publicly dedicated right-of-way. For all principal structures, additional minimum setbacks are:

- **a. Front and rear.** Twenty feet in the front and 15 feet in the rear.
- **b. Sides.** Ten feet on each side for buildings taller than three stories, five feet on each side for buildings equal to or less than three stories.
- ~~**c. Corner lots.** Will have one front setback and one side setback.~~

(8) Other requirements.

- **a. Master plan.** A master plan of the entire development site for any resort development.
- **b. Development area.** A minimum 10 acres for any resort development.
- **c. Open space.** A minimum 30 percent of total site area as open space, and at least 50 percent of the front yard remaining as open space.
- **d. Building separation.**

1. A minimum 10 feet between structures, excluding zero lot-line development. For structures over three stories, for every additional story from highest adjacent grade, an additional five feet of separation at the ground level.
2. A minimum 50 feet between multi-family, hotel, or motel structures and any area designated for single-family dwellings.

e. **Sidewalks.** Sidewalks providing pedestrian linkages to residential areas, recreational areas, commercial areas, and any locations where there is the potential conflict between pedestrian and vehicular traffic. Such conflict areas shall be marked with appropriate pavement markings to clearly indicate pedestrian crossings.

f. **Protection of residential uses.** Orientation of commercial buildings away from adjacent residential uses. Layout of parking and service areas, access, landscape areas, courts, walls, signs, and lighting, and the control of noise and other potential adverse impacts, shall promote protection of residential uses and include adequate buffering.

g. **Site plan approval.** Unified control of the entire area proposed for development and substantial conformance to the master plan for that area. The site plan shall include documentation of maximum project density, overall requirements for open space and preservation areas, building coverage, and allocation for incidental commercial uses. Development successors in title shall be bound by the approved site plan. Revision to an approved site plan shall remain in conformance with the master plan.

Sec. 3-4.9 Recreation district, Perdido Key (Rec-PK).

(d) Site and building requirements.

(1) Density. Dwelling unit density limited to vested development.

(2) Floor area ratio. A maximum floor area ratio of 1.0 for all uses.

(3) Structure height. Two stories.

(4) Lot area. No minimum lot area unless prescribed by use.

(5) Lot width. No minimum lot width prescribed by zoning.

(6) Lot coverage. Minimum pervious lot coverage of 80 percent (20 percent maximum semi-impervious and impervious cover) for all uses.

(7) Structure setbacks. For all principal structures, minimum setbacks are:

a. **Front and rear.** Twenty-five feet in front and rear.

b. **Sides.** On each side, five feet or 10 percent of the lot width at the street right-of-way, whichever is greater, but not required to exceed 15 feet.

~~c. **Corner lots.** Will have one front setback and one side setback.~~

(8) Other requirements. Refer to chapters 4 and 5 for additional development.

Section 4. Severability.

If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any Court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 5. Inclusion in Code.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by F.S. § 125.68 (2017); and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and the word “ordinance” may be changed to “section,” “chapter,” or such other appropriate word or phrase in order to accomplish such intentions.

INTENTIONALLY LEFT BLANK

Section 6. Effective Date.

This Ordinance shall become effective upon filing with the Department of State.

DONE AND ENACTED this_____ day of _____, 2018.

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY, FLORIDA

By: _____

Jeff Bergosh, Chairman

ATTEST: PAM CHILDERS

Clerk of the Circuit Court

By: _____

Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15081 **Growth Management Report 13. 5.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 11/01/2018
Issue: 5:48 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the DSM, Ch. 1 and LDC, Ch. 6, Definitions
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

5:48 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the Design Standards Manual, Chapter 1 and Land Development Code, Chapter 6, Definitions

That the Board of County Commissioners (BCC) review and adopt an Ordinance amending the Design Standards Manual (DSM), Chapter 1, Engineering, Article 1, Stormwater, Section 1-1.4 Pond Slopes, Fencing, and Maintenance; and amending Section 1-1.6 Exemptions; amending Section 1-1.2 Stormwater Management Plans; amending Article 2, Transportation, Section 2-1 Roadway Design; amending Section 2-1.6 Connectivity, amending Section 2-2.2, removing density bonuses, and amending Chapter 6 of the Land Development Code (LDC), Definitions, to define conveyance systems.

BACKGROUND:

At the Professional Advisory Committee (PAC) Meeting on June 27, 2018, the committee reviewed items regarding pond slopes, roadway design, connectivity, remove reference to density bonuses and adding a definition in LDC Chapter 6, and have forwarded these changes to the Planning Board for review and recommendation to the Board of County Commissioners.

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

Draft Ordinance
Clean Ordinance

ORDINANCE NUMBER 2018-_____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED, AMENDING THE DESIGN STANDARDS MANUAL CHAPTER 1, ENGINEERING, ARTICLE 1, STORMWATER, SECTION 1-1.4 POND SLOPES, FENCING, AND MAINTENANCE; AND AMENDING CHAPTER 1, ENGINEERING, SECTION 1-1.6 EXEMPTIONS; AMENDING CHAPTER 1, ENGINEERING, SECTION 1-2.2 STORMWATER MANAGEMENT PLANS; AMENDING CHAPTER 1, ENGINEERING, ARTICLE 2, TRANSPORTATION, SECTION 2-1, ROADWAY DESIGN; AMENDING CHAPTER 1, ENGINEERING, SECTION 2-1.6 CONNECTIVITY; AMENDING CHAPTER 1, ENGINEERING, SECTION 2-2.2, REMOVING DENSITY BONUSES; AND AMENDING CHAPTER 6 OF THE LAND DEVELOPMENT CODE, DEFINITIONS, TO DEFINE CONVEYANCE SYSTEMS, PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 125, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

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

Section 1. Part III of the Escambia County code of Ordinances, the Land Development Code of Escambia County, Design Standards Manual, Chapter 1, Engineering, 1-1.4, Pond Slopes, Fencing, and Maintenance hereby amended as follows (words underlined are additions and words stricken are deletions), which is incorporated herein by reference.

DSM, Chapter 1, Article 1 – STORMWATER

Sec. 1-1.4 Pond Slopes, Fencing, and Maintenance Access

All ponds - Retention and detention sides shall slope at a gentle grade into the water as a safeguard against accidents, to encourage the growth of vegetation, allow for proper maintenance, and to allow alternate flooding and exposure of areas along the shore as water levels change.

(a) Residential Subdivisions (private and public)

(1) Side and bottom slopes

a. Wet ponds - When unfenced, side slopes shall not be steeper than 4:1 (horizontal to vertical) out to a depth of two (2) feet below the control elevation. When fenced, side slopes shall not be steeper than 3:1 out to a depth of two feet below the control elevation.

b. Dry ponds - Side slopes may not be steeper than 3:1, and must be fenced when steeper than 4:1 (horizontal to vertical).

c. Dry Pond Bottom Slope- Shall have a minimum slope of 0.3% from the toe of pond banks to the nearest edge of any engineered treatment device (i.e. sand filter, sand chimney) for dry ponds in poor soils.

(2) Fencing - The required fence shall be six (6) feet high chain link meeting County technical specifications[1] and be installed along the perimeter of the pond parcel. Privacy fencing, or other fencing, may be used to supplement screening to the chain link fence provided it is located within a private fence easement and offset by a minimum of five (5) feet from the chain link fence for maintenance.

(3) Stabilization

a. Wet ponds-

1. Shall be stabilized in solid sod above the permanent pool elevation, unless stabilization is obtained through incorporation of littoral plantings.

2. Pond embankments shall be designed to have an impermeable clay core of sufficient width and stability and be keyed in below the pond bottom according to geotechnical recommendations.

b. Dry Ponds - Side slopes shall be solid sod from the bottom to three (3) feet beyond the top of bank

(4) Maintenance access shall meet the following criteria:

a. Unobstructed access with a minimum width of fifteen (15) feet to the wet/dry pond area constructed of graded aggregate a minimum twelve (12) feet wide, no steeper than 6:1 (horizontal to vertical) at least five (5) inches thick, and underlain with pervious geotextile fabric.

b. A concrete driveway from the roadway meeting County standards.

c. Minimum fourteen (14) feet wide, six (6) feet tall double access gate at the pond parcel boundary line.

d. Dry ponds shall include a minimum twelve (12) feet wide access road into the bottom of the retention/detention basin no steeper than 6:1. The access shall be unobstructed and constructed of graded aggregate a minimum of five (5) inches thick, and underlain with pervious geotextile fabric.

e. Access width around the dry pond perimeter shall be a minimum of 5 feet wide with a cross slope no steeper than 6:1.

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f. Wet ponds shall have a minimum fifteen (15) feet wide access route around the top bank perimeter of the retention area with a cross slope no steeper than 6:1. access onto the perimeter route shall have a slope no steeper than 6:1.

(b) <u>Commercial and industrial sites and subdivisions</u>

(1) Private developments

a. Side and bottom slopes

1. Wet or dry ponds. Stormwater basins designed to collect more than two (2) feet of water must contain side slopes that are not steeper than 4:1 (horizontal to vertical) out to a depth of two feet below the control elevation unless fenced to restrict public access.
2. Dry Pond Bottom Slope- Shall have a minimum slope of 0.3% from the toe of pond banks to the nearest edge of any engineered treatment device (i.e. sand filter, sand chimney) for dry ponds in poor soils.

b. Fencing – Per engineer of record

c. Stabilization – Per engineer of record

d. Maintenance access – Per engineer of record

(2) Public developments -

a. Side and bottom slopes

1. Wet ponds - When unfenced, side slopes shall not be steeper than 4:1 (horizontal to vertical) out to a depth of two (2) feet below the control elevation. When fenced, side slopes shall not be steeper than 3:1 out to a depth of two feet below the control elevation.
2. Dry ponds - Side slopes may not be steeper than 3:1, and must be fenced when steeper than 4:1 (horizontal to vertical).
3. Dry Pond Bottom Slope- Shall have a minimum slope of 0.3% from the toe of pond banks to the nearest edge of any engineered treatment device (i.e. sand filter, sand chimney) for dry ponds in poor soils.

b. Fencing - The required fence shall be six (6) feet high chain link meeting County technical specifications[1] and be installed along the perimeter of the pond parcel. Privacy fencing, or other fencing, may be used to supplement screening to the chain link fence provided it is located within a private fence easement and offset by a minimum of five (5) feet from the chain link fence for maintenance

c. Stabilization

1. Wet ponds -
   a. Shall be stabilized in solid sod above the permanent pool elevation, unless stabilization is obtained through incorporation of littoral plantings.

b. Pond embankments shall be designed to have an impermeable clay core of sufficient width and stability and be keyed in below the pond bottom according to geotechnical recommendations.

c. Dry Ponds - Side slopes shall be solid sod from the bottom to three (3) feet beyond the top of bank.

Maintenance access - Required (See requirements for maintenance access, this section).

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Section 2. Part III of the Escambia County code of Ordinances, the Land Development Code of Escambia County, Design Standards Manual, Chapter 1, Engineering, 1-1.6, Exemptions hereby amended as follows (words underlined are additions and words stricken are deletions), which is incorporated herein by reference.

1-1.6 Exemptions

Projects that include the addition of 1000 sf or less of impervious surface which are not part of a large development plan shall be exempt from this chapter.

(a) Residential property improvements

Improvements such as driveways, buildings, pools, etc. and/or accessory structures that do not exceed 1500 sf. shall be exempt from this chapter.

(b) Minor Subdivisions:

Proposed subdivision of land into no more than five single-family lots, each fronting on and

existing paved public or private streets, and complying with all of the following:

1. No adverse impacts. Impervious cover on the lots will not adversely impact wetlands or create adverse off-site impacts.

2. Impervious cover limits shall not exceed:

a. 3000 square feet on lots less than ¼ acre in size or

b. 3500 square feet of lot area on ¼ acre up to one acre in size or

c. Eight percent of lot area greater than one acre in size.

~~2. Impervious cover limits. Total lot impervious cover will not exceed 2000 square feet on lots less than one acre in size, or five percent of lot area on lots one acre or more.~~

3. Documented limits. Lot impervious cover limitations are permanently documented in the public records of the county, including the subdivision plat and any covenants and restrictions.

4. Positive outfall. Each lot has a positive drainage outfall.

5. Flood Prone Areas. Each lot shall not be in an area with historical flooding/drainage complaints or noted as an area of concern in the drainage basin study.

Section 3. Part III of the Escambia County code of Ordinances, the Land Development Code of Escambia County, Design Standards Manual, Chapter 1, Engineering, 1-2, Stormwater management Plan hereby amended as follows (words underlined are additions and words stricken are deletions), which is incorporated herein by reference.

1-2.2 Content

At a minimum, the SMP shall provide the following information:

(a) Existing Conditions

All existing conditions of the project site shall be detailed and include the following:

1. Stormwater flow - the direction, flow rate, and volume of runoff pre-development.
2. Offsite Contributing Area – the area, direction, flow rate, and volume of runoff impacting the project site pre-development.
3. Receiving area – define or describe the area runoff flows offsite pre-development. Define the positive discharge route if one exists.
4. Environmentally Sensitive Lands - Indicate the location, area and description of all jurisdictional wetlands and endangered species habitat.
5. Indicate and define special flood zone areas on the site in accordance with the FEMA Flood Insurance Rate Maps should they exist on the project site.
6. Vegetation – define the type and extent of existing vegetation on the project site pre-development.
7. Topography – Provide a topographic map of the site pre-development. The topographic survey shall be prepared by a Professional Surveyor actively registered in the State of Florida. The topographic survey shall include contours which extend outside the project site property lines when the line adjoins a right of way, jurisdictional wetlands or easements. The requirements of this section may be reduced or waived by the County Engineer.
8. Geotechnical Report –For projects proposing less than 9,000 sf of impervious area, the engineer of record (EOR) may use data obtained from the NRCS Soil Survey Map. For projects proposing 9,000 sf or more of impervious area, the geotechnical report shall meet the requirements of the Environmental Resource Permitting Applicants Handbook, Volume II.
9. Name, location and right-of-way width of all existing streets noting roadway surface (paved, clay, shell, etc.), rights-of-way and platted streets within 500 feet of the proposed entrance(s) of the proposed subdivision.

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(b) Proposed Improvements

All proposed alterations to the project site shall be detailed and include the following:

1. Topography – All proposed grades and contours.
2. Impervious Cover – The total areas and descriptions of proposed impervious surfaces, semi-impervious surfaces, and pervious surfaces.
3. Structures – The size, location, and description of all buildings or structures.
4. Vegetation – The amount of vegetative area to be cleared.
5. Stormwater Management – All components of the proposed SMS to provide for stormwater treatment and attenuation including the following:
   - A. Plans and Specifications
   - B. Calculations – showing all components of all proposed conveyance, attenuation, and treatment systems meet the intent of the Land Development Code and Design Standards.
   - C Erosion Control Plan – The control of erosion and sediment transport shall be implemented based on the Best Management Practices (BMP's) designated in the Environmental Resource Permitting Applicants Handbook, Volume II, Florida Department of Environmental Protection and Northwest Florida Water Management District.
   - E. Maintenance Plan
   - F. Overall lot grading plan for all proposed subdivisions in accordance with the <u>County approved lot grading plan checklist.</u>
6. <u>Grading beyond limits of infrastructure (ROW and pond parcel) – Grading, prior to final plat, shall be described on a separate grading plan sheet and be accompanied by a separate Stormwater Management Permit. This shall only apply to the following (not for entire site development clearing and grading):</u>
   - <u>a. For the use of excess on - site material</u>
   - <u>b. To establish a functioning stormwater system</u>
   - <u>c. To establish right -of -way grades beyond right-of-way line.</u>

<u>Section 4.</u> Part III of the Escambia County code of Ordinances, the Land Development Code of Escambia County, Design Standards Manual, Chapter 1, Engineering, 2-1, Roadway Design hereby amended as follows (words underlined are additions and words stricken are deletions), which is incorporated herein by reference.

DSM, Chapter 1, Article 2 – TRANSPORTATION

2-1 Roadway Design

All roads and bridges constructed within Escambia County, public or private, shall be constructed to meet the design and materials standards identified within the DSM and Escambia County Technical Specifications.

Escambia County base requirements are as follows:

a. All roadways shall require the installation of Graded Aggregate Base from an FDOT approved supplier, and meeting the requirements of technical specification 2400 per the Escambia County Technical Specifications.

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b. Lime rock may be substituted for Graded Aggregate Base on all roadways with at least four (4) foot separation between the bottom of the base and the seasonal high ground water table if supported by the geotechnical engineering report. A note shall be included on the plans as follows: The Limerock must meet FDOT specifications and shall be from an FDOT approved supplier. The contractor shall utilize appropriate methods to prevent moisture intrusion until completely paved. Any apparent failure during the 2 year warranty period shall require the removal of the asphalt and limerock base material (across the entire roadway width and 50' either side of the failed area), replacement with Graded Aggregate Base, and re-paving of the area.

c. All roadways on the barrier islands shall require the installation of Bahama Rock.

Approval by the County Engineer is required prior to the use of any other substitution of base material. This approval process shall utilize the County approval form.

Section 5. Part III of the Escambia County code of Ordinances, the Land Development Code of Escambia County, Design Standards Manual, Chapter 1, Engineering, 2-1.6, Street layout hereby amended as follows (words underlined are additions and words stricken are deletions), which is incorporated herein by reference.

2-1.6 Street Layout

Where appropriate to the design, proposed streets shall be continuous and in alignment with existing, planned or platted streets with which they are to connect. Future commercial and residential subdivisions along major roads, thoroughfares and arterial streets shall provide access routes for all uses within the subdivision.

(a) Residential.

((1) Connectivity

a. Proposed streets shall extend to the boundary lines of the tract to be subdivided. If a subdivision or an undeveloped parcel of substantial size (as determined by the County

Engineer or designee) is adjacent to the proposed subdivision, said proposed streets shall connect with streets in the existing, platted, or planned subdivision or parcel. However, nothing herein shall grant to any person or entity other than Escambia County any right of access or right to require the granting of access. However, if the county engineer and the applicant agree that the proposed subdivision should not connect with an adjacent subdivision, said connection will not be required.

b. Proposed subdivision along arterial or collector roadways, where lots front the arterial or collector, shall provide a single access route within the subdivision to the roadway with the lowest traffic volume. (LDC 5-5.4 (f)(g)).

(2) Large Development Ingress/Egress

The following conditions apply to proposed subdivisions that are 100 lots or more, that are part of a master plan of 100 lots or more, or where extension of proposed streets to the boundaries would dead end with no feasible street connections to adjacent developable properties (see 2-1.6(a) Connectivity):

a. There shall be at least two proposed entrance streets connecting a proposed loop street through the subdivision to an existing paved County road(s).

b. A single ingress/egress proposed entrance street may be utilized if such street provides for separation of traffic entering and exiting the subdivision by means of a boulevard running the entire length of the proposed entrance street between the existing, connecting a county road and the proposed loop street. In addition, designated left and right turn lanes must be provided on the existing, connecting County road to the proposed entrance street.

c. For the purposes of this provision, a loop street means the primary local road designed to move traffic through the subdivision.

((3) Dead End Streets

Cul-de-sac or local dead-end street shall not exceed 1,200 feet in length, exclusive of the permanent turning circle at the end of that street; however, the county engineer may recommend approval of a cul-de-sac over 1,200 feet in length to serve odd-shaped parcels of land which cannot be developed in any other reasonable manner or to serve property that would otherwise be denied reasonable access caused by manmade or natural obstacles adjacent to such property. Cul-de-sacs shall be required on dead end streets according to the Florida Fire Prevention Code Chapter 18, Section 18, Dead Ends- current edition.

((4) Utilities in road right of ways

No streets or roads under the two-year warranty will be allowed to be open cut, or bored. To accomplish this requirement, common trenching is required whenever possible. The engineer of record shall provide proof of request for all utility layouts (to include but not limited to power, communications, gas, etc.) prior to construction plan approval. Conduit locations for utility roadway crossings shall be included in

construction plans. If locations are not provided by the utility, the engineer of record shall provide conduit locations for utility road crossings. Conduit shall be installed with tracer wire and/or other locating methods. The following notes shall be included in the plans:

a. Contractors shall coordinate with utility provider(s) a minimum of two weeks prior to curb installation or roadway base installation. Contractors shall ensure integrity of conduit throughout roadway installation.
b. New utilities shall be installed at a minimum depth of cover of 30 inches in accordance with the final lot grading plan or from the top of curb, as appropriate.

(b) Commercial Connectivity

Any proposed commercial site adjacent to another commercial site or vacant site fronting a collector / arterial road with AADT greater than 9000 shall provide internal connectivity with the adjacent lots, unless a hardship can be documented. Hardships can be defined as:

1. Creates a non-conformity.
2. Physical impediment (elevation, structural, etc,).
3. Existing, built-out, configuration of adjacent development.
4. Cost increase of 25% above cost without providing connectivity.
5. Other hardships as determined by Planning Official and County Engineer.

Planning Official and County Engineer shall determine if the inability to provide connectivity is a hardship.

Section 6. Part III of the Escambia County code of Ordinances, the Land Development Code of Escambia County, Design Standards Manual, Chapter 1, Engineering, 2-2.2, Street layout hereby amended as follows (words underlined are additions and words stricken are deletions), which is incorporated herein by reference

DSM, Chapter 1, Article 2 – TRANSPORTATION

2-2.2 Pedestrian Access

(a) Commercial Development

For commercial sites with buildings individually or cumulatively 50,000 GSF or greater, pathways through parking lots and across driveways between buildings and out parcels shall be provided for pedestrians. Such pathways shall be separated from vehicle driveways and shall be clearly identified by curbs, pavement markings, planting areas, fences or similar features designed to promote pedestrian safety.

(b) Sidewalks

Sidewalks are to be constructed along the *frontage of a development* if any of the following conditions apply:

1. An existing sidewalk abuts the development, or is on one or both sides of an intervening/intersecting street.

2. The need for site specific improvements are identified within an approved Florida/Alabama TPO Bike/Pedestrian Master Plan.

3. When 50% or more of any developable portion of the property is within 2 miles of public school property as measured radially from the school's main front office entrance.

Frontage shall be described as the property line that is located closest to the shortest walkable route to the school and possesses at least one main subdivision entrance.

(c) Bikeways

Class I (separated from the roadway) or II (striped) bikeways shall be constructed along the frontage of a development if any of the following conditions apply:

1. An existing bikeway abuts the development; or

2. The need for a bikeway is identified by TPO Bike and Pedestrian Plan.

(d) Repair

Existing sidewalks and bikeways damaged during the development of a property shall be repaired or replaced by the owner of such property as directed by the division manager, development services.

(e) Connectivity

A separate access connection that routes pedestrians from the sidewalk to the building shall be provided for developments which are expected to attract pedestrian traffic.

Section 7. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Chapter 6, Definitions, is hereby amended as follows (words underlined are additions and words stricken are deletions):

LDC Chapter 6, Definitions

Convenience store. A small-scale retail establishment, typically with extended hours of operation, that sells a limited line of groceries, household items, and other convenience goods, and which may also sell automotive fuels.

Conveyance system. A drainage system made up of above or below ground collection system conveying stormwater flow accumulated from an area of at least three lots or three-quarter of an acre, whichever is less.

Corner lots. A lot which abuts two or more streets at their point of intersection. There shall be a front yard on one street side of a corner lot; provided, however, that the buildable width of such lot shall not be reduced to less than 30 feet; provided further that no accessory building on a corner lot shall project beyond the setback on any street.

Section 8. 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 9. Inclusion in Code.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by F.S. § 125.68 (2015); and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "chapter," or such other appropriate word or phrase in order to accomplish such intentions.

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Section 10. Effective Date.

This Ordinance shall become effective upon filing with the Department of State.

DONE AND ENACTED this_____ day of _____, 2018.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____

DRAFT

Jeff Bergosh, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

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

DRAFT

BCC: 11-01-18
Re; DSM
Draft BCC1

ORDINANCE NUMBER 2018-_____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED, AMENDING THE DESIGN STANDARDS MANUAL CHAPTER 1, ENGINEERING, ARTICLE 1, STORMWATER, SECTION 1-1.4 POND SLOPES, FENCING, AND MAINTENANCE; AND AMENDING CHAPTER 1, ENGINEERING, SECTION 1-1.6 EXEMPTIONS; AMENDING CHAPTER 1, ENGINEERING, SECTION 1-2.2 STORMWATER MANAGEMENT PLANS; AMENDING CHAPTER 1, ENGINEERING, ARTICLE 2, TRANSPORTATION, SECTION 2-1, ROADWAY DESIGN; AMENDING CHAPTER 1, ENGINEERING, SECTION 2-1.6 CONNECTIVITY; AMENDING CHAPTER 1, ENGINEERING, SECTION 2-2.2, REMOVING DENSITY BONUSES; AND AMENDING CHAPTER 6 OF THE LAND DEVELOPMENT CODE, DEFINITIONS, TO DEFINE CONVEYANCE SYSTEMS, PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 125, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

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

Section 1. Part III of the Escambia County code of Ordinances, the Land Development Code of Escambia County, Design Standards Manual, Chapter 1, Engineering, 1-1.4, Pond Slopes, Fencing, and Maintenance hereby amended as follows (words underlined are additions and words stricken are deletions), which is incorporated herein by reference.

DSM, Chapter 1, Article 1 – STORMWATER

Sec. 1-1.4 Pond Slopes, Fencing, and Maintenance Access

All ponds - Retention and detention sides shall slope at a gentle grade into the water as a safeguard against accidents, to encourage the growth of vegetation, allow for proper maintenance, and to allow alternate flooding and exposure of areas along the shore as water levels change.

(a) Residential Subdivisions (private and public)

(1) Side and bottom slopes

a. Wet ponds - When unfenced, side slopes shall not be steeper than 4:1 (horizontal to vertical) out to a depth of two (2) feet below the control

elevation. When fenced, side slopes shall not be steeper than 3:1 out to a depth of two feet below the control elevation.

b. Dry ponds - Side slopes may not be steeper than 3:1, and must be fenced when steeper than 4:1 (horizontal to vertical).

c. Dry Pond Bottom Slope- Shall have a minimum slope of 0.3% from the toe of pond banks to the nearest edge of any engineered treatment device (i.e. sand filter, sand chimney) for dry ponds in poor soils.

(2) Fencing - The required fence shall be six (6) feet high chain link meeting County technical specifications[1] and be installed along the perimeter of the pond parcel. Privacy fencing, or other fencing, may be used to supplement screening to the chain link fence provided it is located within a private fence easement and offset by a minimum of five (5) feet from the chain link fence for maintenance.

(3) Stabilization

a. Wet ponds-

1. Shall be stabilized in solid sod above the permanent pool elevation, unless stabilization is obtained through incorporation of littoral plantings.

2. Pond embankments shall be designed to have an impermeable clay core of sufficient width and stability and be keyed in below the pond bottom according to geotechnical recommendations.

b. Dry Ponds - Side slopes shall be solid sod from the bottom to three (3) feet beyond the top of bank

(4) Maintenance access shall meet the following criteria:

a. Unobstructed access with a minimum width of fifteen (15) feet to the wet/dry pond area constructed of graded aggregate a minimum twelve (12) feet wide, no steeper than 6:1 (horizontal to vertical) at least five (5) inches thick, and underlain with pervious geotextile fabric.

b. A concrete driveway from the roadway meeting County standards.

c. Minimum fourteen (14) feet wide, six (6) feet tall double access gate at the pond parcel boundary line.

d. Dry ponds shall include a minimum twelve (12) feet wide access road into the bottom of the retention/detention basin no steeper than 6:1. The access shall be unobstructed and constructed of graded aggregate a minimum of five (5) inches thick, and underlain with pervious geotextile fabric.

e. Access width around the dry pond perimeter shall be a minimum of 5 feet wide with a cross slope no steeper than 6:1.

f. Wet ponds shall have a minimum fifteen (15) feet wide access route around the top bank perimeter of the retention area with a cross slope no steeper than 6:1. access onto the perimeter route shall have a slope no steeper than 6:1.

(b) <u>Commercial and industrial sites and subdivisions</u>

(1) Private developments

a. Side and bottom slopes

1. Wet or dry ponds. Stormwater basins designed to collect more than two (2) feet of water must contain side slopes that are not steeper than 4:1 (horizontal to vertical) out to a depth of two feet below the control elevation unless fenced to restrict public access.
2. Dry Pond Bottom Slope- Shall have a minimum slope of 0.3% from the toe of pond banks to the nearest edge of any engineered treatment device (i.e. sand filter, sand chimney) for dry ponds in poor soils.

b. Fencing – Per engineer of record

c. Stabilization – Per engineer of record

d. Maintenance access – Per engineer of record

(2) Public developments -

a. Side and bottom slopes

1. Wet ponds - When unfenced, side slopes shall not be steeper than 4:1 (horizontal to vertical) out to a depth of two (2) feet below the control elevation. When fenced, side slopes shall not be steeper than 3:1 out to a depth of two feet below the control elevation.
2. Dry ponds - Side slopes may not be steeper than 3:1, and must be fenced when steeper than 4:1 (horizontal to vertical).
3. Dry Pond Bottom Slope- Shall have a minimum slope of 0.3% from the toe of pond banks to the nearest edge of any engineered treatment device (i.e. sand filter, sand chimney) for dry ponds in poor soils.

b. Fencing - The required fence shall be six (6) feet high chain link meeting County technical specifications[1] and be installed along the perimeter of the pond parcel. Privacy fencing, or other fencing, may be used to supplement screening to the chain link fence provided it is located within a private fence easement and offset by a minimum of five (5) feet from the chain link fence for maintenance

c. Stabilization

1. Wet ponds -
   a. Shall be stabilized in solid sod above the permanent pool elevation, unless stabilization is obtained through incorporation of littoral plantings.
   b. Pond embankments shall be designed to have an impermeable clay core of sufficient width and stability and be keyed in below the pond bottom according to geotechnical recommendations.
   c. Dry Ponds - Side slopes shall be solid sod from the bottom to three (3) feet beyond the top of bank.

Maintenance access - Required (See requirements for maintenance access, this section).
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Section 2. Part III of the Escambia County code of Ordinances, the Land Development Code of Escambia County, Design Standards Manual, Chapter 1, Engineering, 1-1.6, Exemptions hereby amended as follows (words underlined are additions and words stricken are deletions), which is incorporated herein by reference.

1-1.6 Exemptions

Projects that include the addition of 1000 sf or less of impervious surface which are not part of a large development plan shall be exempt from this chapter.

(a) Residential property improvements

Improvements such as driveways, buildings, pools, etc. and/or accessory structures that do not exceed 1500 sf. shall be exempt from this chapter.

(b) Minor Subdivisions:

Proposed subdivision of land into no more than five single-family lots, each fronting on and

existing paved public or private streets, and complying with all of the following:

1. No adverse impacts. Impervious cover on the lots will not adversely impact wetlands or create adverse off-site impacts.
2. Impervious cover limits shall not exceed:

a. 3000 square feet on lots less than ¼ acre in size or

b. 3500 square feet of lot area on ¼ acre up to one acre in size or

c. Eight percent of lot area greater than one acre in size.

~~2. Impervious cover limits. Total lot impervious cover will not exceed 2000 square feet on lots less than one acre in size, or five percent of lot area on lots one acre or more.~~

3. Documented limits. Lot impervious cover limitations are permanently documented in the public records of the county, including the subdivision plat and any covenants and restrictions.
4. Positive outfall. Each lot has a positive drainage outfall.
5. Flood Prone Areas. Each lot shall not be in an area with historical flooding/drainage complaints or noted as an area of concern in the drainage basin study.

Section 3. Part III of the Escambia County code of Ordinances, the Land Development Code of Escambia County, Design Standards Manual, Chapter 1, Engineering, 1-2,

Stormwater management Plan hereby amended as follows (words underlined are additions and words stricken are deletions), which is incorporated herein by reference.

1-2.2 Content

At a minimum, the SMP shall provide the following information:

(a) Existing Conditions

All existing conditions of the project site shall be detailed and include the following:

1. Stormwater flow - the direction, flow rate, and volume of runoff pre-development.
2. Offsite Contributing Area – the area, direction, flow rate, and volume of runoff impacting the project site pre-development.
3. Receiving area – define or describe the area runoff flows offsite pre-development. Define the positive discharge route if one exists.
4. Environmentally Sensitive Lands - Indicate the location, area and description of all jurisdictional wetlands and endangered species habitat.
5. Indicate and define special flood zone areas on the site in accordance with the FEMA Flood Insurance Rate Maps should they exist on the project site.
6. Vegetation – define the type and extent of existing vegetation on the project site pre-development.
7. Topography – Provide a topographic map of the site pre-development. The topographic survey shall be prepared by a Professional Surveyor actively registered in the State of Florida. The topographic survey shall include contours which extend outside the project site property lines when the line adjoins a right of way, jurisdictional wetlands or easements. The requirements of this section may be reduced or waived by the County Engineer.
8. Geotechnical Report –For projects proposing less than 9,000 sf of impervious area, the engineer of record (EOR) may use data obtained from the NRCS Soil Survey Map. For projects proposing 9,000 sf or more of impervious area, the geotechnical report shall meet the requirements of the Environmental Resource Permitting Applicants Handbook, Volume II.
9. Name, location and right-of-way width of all existing streets noting roadway surface (paved, clay, shell, etc.), rights-of-way and platted streets within 500 feet of the proposed entrance(s) of the proposed subdivision.

(b) Proposed Improvements

All proposed alterations to the project site shall be detailed and include the following:

1. Topography – All proposed grades and contours.

2. Impervious Cover – The total areas and descriptions of proposed impervious surfaces, semi-impervious surfaces, and pervious surfaces.

3. Structures – The size, location, and description of all buildings or structures.

4. Vegetation – The amount of vegetative area to be cleared.

5. Stormwater Management – All components of the proposed SMS to provide for stormwater treatment and attenuation including the following:

   A. Plans and Specifications

   B. Calculations – showing all components of all proposed conveyance, attenuation, and treatment systems meet the intent of the Land Development Code and Design Standards.

   C Erosion Control Plan – The control of erosion and sediment transport shall be implemented based on the Best Management Practices (BMP's) designated in the Environmental Resource Permitting Applicants Handbook, Volume II, Florida Department of Environmental Protection and Northwest Florida Water Management District.

   E. Maintenance Plan

   F. Overall lot grading plan for all proposed subdivisions in accordance with the <u>County approved lot grading plan checklist.</u>

<u>6. Grading beyond limits of infrastructure (ROW and pond parcel) – Grading, prior to final plat, shall be described on a separate grading plan sheet and be accompanied by a separate Stormwater Management Permit. This shall only apply to the following (not for entire site development clearing and grading):</u>

<u>a. For the use of excess on - site material</u>

<u>b. To establish a functioning stormwater system</u>

<u>c. To establish right -of -way grades beyond right-of-way line.</u>

<u>Section 4.</u> Part III of the Escambia County code of Ordinances, the Land Development Code of Escambia County, Design Standards Manual, Chapter 1, Engineering, 2-1, Roadway Design hereby amended as follows (words underlined are additions and words stricken are deletions), which is incorporated herein by reference.

DSM, Chapter 1, Article 2 – TRANSPORTATION

2-1 Roadway Design

All roads and bridges constructed within Escambia County, public or private, shall be constructed to meet the design and materials standards identified within the DSM and Escambia County Technical Specifications.

Escambia County base requirements are as follows:

a. All roadways shall require the installation of Graded Aggregate Base from an FDOT approved supplier, and meeting the requirements of technical specification 2400 per the Escambia County Technical Specifications.

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b. Lime rock may be substituted for Graded Aggregate Base on all roadways with at least four (4) foot separation between the bottom of the base and the seasonal high ground water table if supported by the geotechnical engineering report. A note shall be included on the plans as follows: The Limerock must meet FDOT specifications and shall be from an FDOT approved supplier. The contractor shall utilize appropriate methods to prevent moisture intrusion until completely paved. Any apparent failure during the 2 year warranty period shall require the removal of the asphalt and limerock base material (across the entire roadway width and 50' either side of the failed area), replacement with Graded Aggregate Base, and re-paving of the area.

c. All roadways on the barrier islands shall require the installation of Bahama Rock.

Approval by the County Engineer is required prior to the use of any other substitution of base material. This approval process shall utilize the County approval form.

Section 5. Part III of the Escambia County code of Ordinances, the Land Development Code of Escambia County, Design Standards Manual, Chapter 1, Engineering, 2-1.6, Street layout hereby amended as follows (words underlined are additions and words stricken are deletions), which is incorporated herein by reference.

2-1.6 Street Layout

Where appropriate to the design, proposed streets shall be continuous and in alignment with existing, planned or platted streets with which they are to connect. Future commercial and residential subdivisions along major roads, thoroughfares and arterial streets shall provide access routes for all uses within the subdivision.

(a) Residential.

((1) Connectivity

a. Proposed streets shall extend to the boundary lines of the tract to be subdivided. If a subdivision or an undeveloped parcel of substantial size (as determined by the County Engineer or designee) is adjacent to the proposed subdivision, said proposed streets shall connect with streets in the existing, platted, or planned subdivision or parcel. However, nothing herein shall grant to any person or entity other than Escambia County any right of access or right to require the granting of access. However, if the county engineer and the applicant agree that the proposed subdivision should not connect with an adjacent subdivision, said connection will not be required.

b. Proposed subdivision along arterial or collector roadways, where lots front the arterial or collector, shall provide a single access route within the subdivision to the roadway with the lowest traffic volume. (LDC 5-5.4 (f)(g)).

(2) Large Development Ingress/Egress

The following conditions apply to proposed subdivisions that are 100 lots or more, that are part of a master plan of 100 lots or more, or where extension of proposed streets to the boundaries would dead end with no feasible street connections to adjacent developable properties (see 2-1.6(a) Connectivity):

a. There shall be at least two proposed entrance streets connecting a proposed loop street through the subdivision to an existing paved County road(s).

b. A single ingress/egress proposed entrance street may be utilized if such street provides for separation of traffic entering and exiting the subdivision by means of a boulevard running the entire length of the proposed entrance street between the existing, connecting a county road and the proposed loop street. In addition, designated left and right turn lanes must be provided on the existing, connecting County road to the proposed entrance street.

c. For the purposes of this provision, a loop street means the primary local road designed to move traffic through the subdivision.

((3) Dead End Streets

Cul-de-sac or local dead-end street shall not exceed 1,200 feet in length, exclusive of the permanent turning circle at the end of that street; however, the county engineer may recommend approval of a cul-de-sac over 1,200 feet in length to serve odd-shaped parcels of land which cannot be developed in any other reasonable manner or to serve property that would otherwise be denied reasonable access caused by manmade or natural obstacles adjacent to such property. Cul-de-sacs shall be required on dead end streets according to the Florida Fire Prevention Code Chapter 18, Section 18, Dead Ends- current edition.

((4) Utilities in road right of ways

No streets or roads under the two-year warranty will be allowed to be open cut, or bored. To accomplish this requirement, common trenching is required whenever possible. The engineer of record shall provide proof of request for all utility layouts (to include but not limited to power, communications, gas, etc.) prior to construction plan approval. Conduit locations for utility roadway crossings shall be included in construction plans. If locations are not provided by the utility, the engineer of record shall provide conduit locations for utility road crossings. Conduit shall be installed with tracer wire and/or other locating methods. The following notes shall be included in the plans:

a. Contractors shall coordinate with utility provider(s) a minimum of two weeks prior to curb installation or roadway base installation. Contractors shall ensure integrity of conduit throughout roadway installation.

b. New utilities shall be installed at a minimum depth of cover of 30 inches in accordance with the final lot grading plan or from the top of curb, as appropriate.

(b) Commercial Connectivity

Any proposed commercial site adjacent to another commercial site or vacant site fronting a collector / arterial road with AADT greater than 9000 shall provide internal connectivity with the adjacent lots, unless a hardship can be documented. Hardships can be defined as:

1. Creates a non-conformity.
2. Physical impediment (elevation, structural, etc,).
3. Existing, built-out, configuration of adjacent development.
4. Cost increase of 25% above cost without providing connectivity.
5. Other hardships as determined by Planning Official and County Engineer.

Planning Official and County Engineer shall determine if the inability to provide connectivity is a hardship.

Section 6. Part III of the Escambia County code of Ordinances, the Land Development Code of Escambia County, Design Standards Manual, Chapter 1, Engineering, 2-2.2, Street layout hereby amended as follows (words underlined are additions and words stricken are deletions), which is incorporated herein by reference

DSM, Chapter 1, Article 2 – TRANSPORTATION

2-2.2 Pedestrian Access

(a) Commercial Development

For commercial sites with buildings individually or cumulatively 50,000 GSF or greater, pathways through parking lots and across driveways between buildings and out parcels shall be provided for pedestrians. Such pathways shall be separated from vehicle driveways and shall be clearly identified by curbs, pavement markings, planting areas, fences or similar features designed to promote pedestrian safety.

(b) Sidewalks

Sidewalks are to be constructed along the *frontage of a development* if any of the following conditions apply:

1. An existing sidewalk abuts the development, or is on one or both sides of an intervening/intersecting street.

2. The need for site specific improvements are identified within an approved Florida/Alabama TPO Bike/Pedestrian Master Plan.

3. When 50% or more of any developable portion of the property is within 2 miles of public school property as measured radially from the school's main front office entrance.

Frontage shall be described as the property line that is located closest to the shortest walkable route to the school and possesses at least one main subdivision entrance.

(c) Bikeways

Class I (separated from the roadway) or II (striped) bikeways shall be constructed along the frontage of a development if any of the following conditions apply:

1. An existing bikeway abuts the development; or
2. The need for a bikeway is identified by TPO Bike and Pedestrian Plan.

(d) Repair

Existing sidewalks and bikeways damaged during the development of a property shall be repaired or replaced by the owner of such property as directed by the division manager, development services.

(e) Connectivity

A separate access connection that routes pedestrians from the sidewalk to the building shall be provided for developments which are expected to attract pedestrian traffic.

Section 7. Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Chapter 6, Definitions, is hereby amended as follows (words underlined are additions and words stricken are deletions):

LDC Chapter 6, Definitions

Convenience store. A small-scale retail establishment, typically with extended hours of operation, that sells a limited line of groceries, household items, and other convenience goods, and which may also sell automotive fuels.

Conveyance system. A drainage system made up of above or below ground collection system conveying stormwater flow accumulated from an area of at least three lots or three-quarter of an acre, whichever is less.

Corner lots. A lot which abuts two or more streets at their point of intersection. There shall be a front yard on one street side of a corner lot; provided, however, that the buildable width of such lot shall not be reduced to less than 30 feet; provided further that no accessory building on a corner lot shall project beyond the setback on any street.

Section 8. 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 9. Inclusion in Code.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by F.S. § 125.68 (2015); and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "chapter," or such other appropriate word or phrase in order to accomplish such intentions.

Section 10. Effective Date.

This Ordinance shall become effective upon filing with the Department of State.

DONE AND ENACTED this_____ day of _____, 2018.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Jeff Bergosh, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court
By: _____
Deputy Clerk
(SEAL)

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

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15082 **Growth Management Report 13. 6.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 11/01/2018
Issue: 5:49 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Ch. 3, Art. 1, 2, 4, and 5, and Ch. 6
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

5:49 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Chapter 3, Zoning Regulations, Article 1, General Provisions, Article 2, Mainland Districts, Article 4, Perdido Key Districts, Article 5, Pensacola Beach Districts and Chapter 6, Definitions

That the Board of County Commissioners (BCC) review an Ordinance amending the Land Development Code (LDC) amending Chapter 3, Zoning Regulations, Article 1, General Provisions, amending Section 3-1.4(j) "Compassionate Use of Low-THC and Medical Cannabis" to authorize medical use of marijuana as outlined in Section 381.986, Florida Statues (2018) and Florida Administrative Code 64-4: as amended, as an allowed use within Escambia County; amending Article 2, Mainland Districts, Article 4, Perdido Key Districts, and Article 5, Pensacola Beach districts, adding "Marijuana Dispensing Facilities" as a permitted use and amending Chapter 6, Definitions to define necessary terms related to marijuana dispensing facilities.

This hearing serves as the first of two public hearings before the BCC.

BACKGROUND:

Section 381.986, Florida Statutes (2018), and Florida Administrative Code Chapter 64-4 authorize a limited number of dispensing organizations throughout the State of Florida to cultivate, process, and medical cannabis for use by qualified patients. The dispensing organizations must be approved by the Florida Department of Health and, once approved, are subject to state regulation and oversight. Escambia Board of County Commissioners finds that it is in the best interests of the health, safety, and welfare of its citizens to authorize Medical Marijuana Treatment Centers within the boundaries of the County.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

The attached Ordinance has been reviewed and approved for legal sufficiency by 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

Draft Ordinance with Exhibits

ORDINANCE NUMBER 2018-_____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED, AMENDING CHAPTER 3, ZONING REGULATIONS, ARTICLE 1, GENERAL PROVISIONS, AMENDING SECTION 3-1.4 (J) "COMPASSIONATE USE OF LOW-THC AND MEDICAL CANNABIS" TO AUTHORIZE MEDICAL USE OF MARIJUANA AS OUTLINED IN SECTION 381.986, FLORIDA STATUTES (2018), AS AMENDED, AS AN ALLOWED USE WITHIN ESCAMBIA COUNTY; AMENDING ARTICLE 2, MAINLAND DISTRICTS, ARTICLE 4, PERDIDO KEY DISTRICTS AND ARTICLE 5, PENSACOLA BEACH DISTRICTS, ADDING "MARIJUANA DISPENSING FACILITIES" AS A PERMITTED USE; AMENDING CHAPTER 6, DEFINITIONS TO DEFINE NECESSARY TERMS RELATED TO MARIJUANA DISPENSING FACILITIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 125, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, Section 381.986, Florida Statutes (2018), and Florida Administrative Code Chapter 64-4 authorize a limited number of dispensing organizations throughout the State of Florida to cultivate, process, and medical cannabis for use by qualified patients. The dispensing organizations must be approved by the Florida Department of Health and, once approved, are subject to state regulation and oversight; and

WHEREAS, the Escambia Board of County Commissioners finds that it is in the best interests of the health, safety, and welfare of its citizens to authorize Medical Marijuana Treatment Centers within the boundaries of the County.

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Escambia County that the following regulation is hereby adopted.

Section 1. Part III of the Escambia County code of Ordinances, the Land Development Code of Escambia County, Chapter 3, Zoning Regulations, Article 1, General Provisions, Section 3-1.4(j), Compassionate Use of Low-THC and Medical Cannabis, is hereby amended as shown in **Exhibit A**, (words underlined are additions and words ~~stricken~~ are deletions), which is incorporated herein by reference.

Section 2. Part III of the Escambia County code of Ordinances, the Land Development Code of Escambia County, Chapter 3, Zoning Regulations, Article 2, Mainland Districts, Sections 3-2.2, 3-2.4, 3-2.6, 3-2.9, 3-2.10, and 3-2.11, are hereby amended as shown in attached **Exhibit B**, (words underlined are additions and words ~~stricken~~ are deletions), which is incorporated herein by reference.

Section 3. Part III of the Escambia County code of Ordinances, the Land Development Code of Escambia County, Chapter 3, Zoning Regulations, Article 4 Perdido Key Districts, Sections 3-4.5, 3-4.6 and 3-4.7 are hereby amended as shown in attached **Exhibit C**, (words underlined are additions and words ~~stricken~~ are deletions), which is incorporated herein by reference.

Section 4. Part III of the Escambia County code of Ordinances, the Land Development Code of Escambia County, Chapter 3, Zoning Regulations, Article 5, Pensacola Beach Districts, Sections 3-5.4, 3-5.6 and 3-5.7 are hereby amended created as shown in attached **Exhibit D**, (words underlined are additions and words ~~stricken~~ are deletions), which is incorporated herein by reference.

Section 5. Part III of the Escambia County code of Ordinances, the Land Development Code of Escambia County, Chapter 6, Definitions, Section 6-0.3 Terms defined, are hereby amended created as shown in attached **Exhibit E**, (words underlined are additions and words ~~stricken~~ are deletions), which is incorporated herein by reference

Section 6. Severability.

If any section, sentence, clause or phrase of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, the holding shall in no way affect the validity of the remaining portions of this ordinance.

Section 7. Inclusion in the code.

The Board of County Commissioners intends that the provisions of this ordinance will be codified as required by Section 125.68, Florida Statutes (2018), and that the sections of this ordinance may be renumbered or relettered and the word “ordinance” may be changed to “section,” “article,” or such other appropriate word of phrase in order to accomplish its intentions.

Section 8. Effective date.

This ordinance shall become effective upon filling with the Department of State.

DONE AND ENACTED this ____ day of _____, 2018.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Jeff Bergosh, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____ Date Executed: _____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

DRAFT

EXHIBIT A

Section 3-1.4 Allowed Uses

(j) ~~Compassionate use of low-THC and medical~~ Medical use of cannabis. Section 381.986, Florida Statutes (2014~~8~~), as amended, and Florida Administrative Code Chapter 64-4, as amended, authorize a limited number of dispensing organizations throughout the State of Florida to cultivate, process, and dispense ~~low-tetrahydrocannabinol (low THC)~~ medical cannabis for use by qualified patients. The dispensing organizations must be approved by the Florida Department of Health and, once approved, are subject to state regulation and oversight.

(1) Intent. The intent of this article is to establish the criteria for the location and permitting of facilities that dispense ~~low THC~~ medical cannabis by State authorized dispensing organizations in accordance with Section 381.986, Florida Statutes (2014~~8~~), as amended, and Florida Administrative Code Chapter 64-4, as amended.

(2) Applicability. The provisions of this section shall be applicable in the unincorporated areas of Escambia County. This section shall only be construed to allow the dispensing of ~~low THC~~ medical cannabis by a state-approved dispensing organization for medical use. The sale of cannabis or marijuana is prohibited in Escambia County except in accordance with this provision.

This provision does not exempt a person from prosecution in any criminal offense related to impairment or intoxication resulting from the ~~medical~~ use ~~of low THC cannabis or~~ medical cannabis or relieve a person from any requirement under law to submit to a breath, blood, urine, or other test to detect the presence of a controlled substance.

EXHIBIT B

Sec. 3-2.2 Agricultural district (Agr).

(a) Purpose. The Agricultural (Agr) district establishes appropriate areas and land use regulations for the routine agricultural production of plants and animals, and such related uses as silviculture and aquaculture. The primary intent of the district is to avoid the loss of prime farmland to other uses, its division into smaller parcels of multiple owners, and other obstacles to maintaining or assembling sufficient agricultural acreage for efficient large-scale farming. Other than agricultural production, non-residential uses within the Agricultural district are generally limited to rural community uses that directly support agriculture, and to public facilities and services necessary for the basic health, safety, and welfare of a rural population. The absence of urban or suburban infrastructure is intentional. Residential uses within the district are largely self-sustaining, consistent with rural land use and limited infrastructure. Single-family dwellings are allowed at a very low density sufficient for the needs of the district's farm-based population.

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

(1) Residential.

a. Manufactured (mobile) homes, excluding new or expanded manufactured home parks or subdivisions.

b. Single-family dwellings (other than manufactured homes), detached only. Maximum single-family lot area within any proposed subdivision of 100 acres or more of prime farmland shall be one and one-half acres. See also conditional uses in this district.

(2) Retail sales.

a. ~~Low-THC~~ Medical marijuana dispensing facilities. Where ancillary to cultivation or processing, dispensing of ~~low-THC~~ medical marijuana shall also be permitted in the Agr Zoning district

b. No other retail sales except as permitted agricultural and related uses in this district.

EXHIBIT B

Sec. 3-2.4 Rural Mixed-use district (RMU).

(a) Purpose. The Rural Mixed-use (RMU) district establishes appropriate areas and land use regulations for a mix of low density residential uses and compatible nonresidential uses within areas that have historically developed as rural or semi-rural communities. The primary intent of the district is to sustain these communities by allowing greater residential density, smaller residential lots, and a more diverse mix of non-residential uses than the Agricultural or Rural Residential districts, but continue to support the preservation of agriculturally productive lands. The RMU district allows public facilities and services necessary for the health, safety, and welfare of the rural mixed-use community, and other non-residential uses that are compact, traditionally neighborhood supportive, and compatible with rural community character. District communities are often anchored by arterial and collector streets, but they are not characterized by urban or suburban infrastructure. Residential uses are generally limited to detached single-family dwellings, consistent with existing rural communities and limited infrastructure.

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

(1) Residential.

a. Manufactured (mobile) homes, excluding new or expanded manufactured home parks or subdivisions.

b. Single-family dwellings (other than manufactured homes), detached only, on lots one half acre or larger. See also conditional uses in this district.

(2) Retail sales. The following small-scale (gross floor area 6000 sq.ft. or less per lot) retail sales with no outdoor storage:

a. Automotive fuel sales.

b. Convenience stores.

c. Drugstores.

d. Grocery or food stores, including bakeries and butcher shops whose products are prepared and sold on the premises.

e. Hardware stores.

f. ~~Low-THC~~ Medical marijuana dispensing facilities.

See also permitted agricultural and related uses and conditional uses in this district.

EXHIBIT B

Sec. 3-2.6 Low Density Mixed-use district (LDMU).

(a) Purpose. The Low Density Mixed-use (LDMU) district establishes appropriate areas and land use regulations for a complementary mix of low density residential uses and compatible non-residential uses within mostly suburban areas. The primary intent of the district is to provide for a mix of neighborhood-scale retail sales, services and professional offices with greater dwelling unit density and diversity than the Low Density Residential district. Additionally, the LDMU district is intended to rely on a pattern of well-connected streets and provide for the separation of suburban uses from more dense and intense urban uses. Residential uses within the district include most forms of single-family, two-family and multi-family dwellings.

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

(1) Residential.

a. Manufactured (mobile) homes within manufactured home parks or subdivisions, including new or expanded manufactured home parks and subdivisions.

b. Single-family dwellings (other than manufactured homes), attached or detached, including townhouses and zero lot line subdivisions.

c. Two-family dwellings (duplex) and multi-family dwellings up to four units per building (triplex and quadruplex). See also conditional uses in this district.

(2) Retail sales. Small-scale (gross floor area 6000 sq. ft. or less per lot) retail sales, or retail sales within a neighborhood retail center no greater than 35,000 square feet per lot and containing a mix of retail sales and services. Retail sales including, ~~Low THC~~ Medical marijuana dispensing facilities, sales of beer and wine, but excluding sales of liquor or motor vehicles, and exclude permanent outdoor storage, display, or sales.

See also conditional uses in this district.

EXHIBIT B

Sec. 3-2.9 High Density Mixed-use district (HDMU).

(a) Purpose. The High Density Mixed-use (HDMU) district establishes appropriate areas and land use regulations for a complimentary mix of high density residential uses and compatible non-residential uses within urban areas. The primary intent of the district is to provide for a mix of neighborhood retail sales, services and professional offices with greater dwelling unit density and diversity than the Low Density Mixed-use district. Additionally, the HDMU district is intended to rely on urban street connectivity and encourage vertical mixes of commercial and residential uses within the same building to accommodate a physical pattern of development characteristic of village main streets and older neighborhood commercial areas. Residential uses within the district include all forms of single-family, two-family and multi-family dwellings.

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

(1) Residential. The following residential uses are allowed throughout the district, but if within a Commercial (C) future land use category they are permitted only if part of a predominantly commercial development.

a. Group living, excluding dormitories, fraternity and sorority houses, and residential facilities providing substance abuse treatment, post-incarceration reentry, or similar services.

b. Manufactured (mobile) homes, including manufactured home subdivisions, but excluding new or expanded manufactured home parks. **c.** Single-family dwellings (other than manufactured homes), detached or attached, including townhouses and zero lot line subdivisions. d. Two-family and multi-family dwellings. See also conditional uses in this district.

(2) Retail sales. Small-scale (gross floor area 6000 sq. ft. or less per lot) retail sales including ~~Low THC~~ Medical marijuana dispensing facilities, sales of beer and wine, but excluding sales of liquor, automotive fuels, or motor vehicles, and excluding permanent outdoor storage, display, or sales.

See also conditional uses in this district.

EXHIBIT B

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~~ Medical 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.

EXHIBIT B

Sec. 3-2.11 Heavy Commercial and Light Industrial district (HC/LI).

(a) Purpose. The Heavy Commercial and Light Industrial (HC/LI) district establishes appropriate areas and land use regulations for a complementary mix of industrial uses with a broad range of commercial activities. The primary intent of the district is to allow light manufacturing, large-scale wholesale and retail uses, major services, and other more intense uses than allowed in the Commercial district. The variety and intensity of non-residential uses within the HC/LI district is limited by their compatibility with surrounding uses. All commercial and industrial operations are limited to the confines of buildings and not allowed to produce undesirable effects on other property. To retain adequate area for commercial and industrial activities, other uses within the district are limited.

(b) Permitted uses. Permitted uses within the HC/LI district are limited to the following:

(1) Residential. Any residential uses if outside of the Industrial (I) future land use category and part of a predominantly commercial development, excluding new or expanded manufactured (mobile) home parks and subdivisions. See also conditional uses in this district.

(2) Retail sales. Retail sales including ~~Low THC~~ Medical marijuana dispensing facilities, sales of alcoholic beverages, sales of automotive fuels, and sales of new and used automobiles, motorcycles, boats, ~~and~~ manufactured (mobile) homes.

EXHIBIT C

Sec. 3-4.5 Commercial district, Perdido Key (Com-PK).

(a) Purpose. The Commercial district (Com-PK) establishes appropriate areas and land use regulations primarily for the retailing of commodities and selected services. The regulations are intended to permit and encourage essential neighborhood commercial uses while protecting nearby residential properties from adverse impacts of commercial activity.

(b) Permitted uses. Permitted uses within the Com-PK district are limited to the following:

(1) Residential.

a. Single-family dwellings, attached or detached, including townhouses but excluding manufactured (mobile) homes.

b. Two-family and multi-family dwellings.

(2) Retail sales. Retail sales, including ~~Low-THC~~ Medical marijuana dispensing facilities, excluding outdoor display or sales. Sales of alcoholic beverages shall be at least 100 feet from any residential zoning district (LDR-PK, MDR-PK, and HDR-PK) as measured between the exterior wall of the store and the boundary of the residential zoning.

EXHIBIT C

Sec. 3-4.6 Commercial Core district, Perdido Key (CC-PK).

(a) Purpose. The Commercial Core (CC-PK) district establishes appropriate areas and land use regulations primarily for intense residential development and retailing of resort-related commodities and services. The regulations are intended to permit and encourage mixed-use development, including residential and lodging uses at high densities, and commercial uses associated with resort areas.

(b) Permitted uses. Permitted uses within the CC-PK district are limited to the following:

(1) Residential.

a. Single-family dwellings, attached or detached, including townhouses but excluding manufactured (mobile) homes. b. Two-family and multi-family dwellings.

(2) Retail sales. Retail sales, including ~~Low-THC~~ Medical marijuana dispensing facilities, excluding outdoor display or sales. Sales of alcoholic beverages shall be at least 100 feet from any residential zoning district (LDR-PK, MDR-PK, and HDR-PK) measured as the shortest distance between any exterior wall of the store and the boundary line of the residential zoning.

EXHIBIT C

Sec. 3-4.7 Commercial Gateway district, Perdido Key (CG-PK).

(a) Purpose. The Commercial Gateway (CG-PK) district establishes appropriate areas and lands use regulations for gateways into Perdido Key. The intent is to provide an identity to the Key as a visually attractive, family style, resort community. The district is characterized by resort-related commercial uses, including hotels and motels, as well as high density residential development.

(b) Permitted uses. Permitted uses within the CG-PK district are limited to the following:

(1) Residential.

a. Single-family dwellings, attached or detached, including townhouses but excluding manufactured (mobile) homes.

b. Two-family and multi-family dwellings.

(2) Retail sales. Retail sales, including ~~Low-THC~~ Medical marijuana dispensing facilities, excluding outdoor display or sales. Sales of alcoholic beverages shall be at least 100 feet from any residential zoning district (LDR-PK, MDR-PK, and HDR-PK) measured as the shortest distance between any exterior wall of the store and the boundary line of the residential zoning.

EXHIBIT D

Sec. 3-5.4 Medium density residential/commercial (MDR/C-PB). Areas delineated as medium density residential/commercial are for mixed uses including medium density residential, motel, hotel and limited accessory retail uses. Densities shall be in the range of five to 15 units per acre for residential use and for a mix of residential and motel/hotel uses. For developments consisting solely of motel/hotel development, where the application of the five to 15 density range will result in a reduction of the existing number of units, or where such density restrictions will impede efficient motel/hotel development, the Santa Rosa Island Authority may, but shall not be obligated to, recommend conditional use approval to the Escambia County Board of Adjustments such that motel/hotel development may be increased up to a maximum of 20 units per acre. This special exception shall not apply to condominium dwellings which are made available for rental use.

(a) Permitted uses. The following types of uses are permitted under MDR/C-PB:

(1) Duplexes.
(2) Triplexes.
(3) Multiple dwellings.
(4) Motel and hotels.
(5) Restaurants.
(6) Tourist related retail goods.
(7) Marinas, etc.
(8) Cocktail lounges and package stores.
(9) Miscellaneous convenience goods stores.
(10) Professional offices.
(11) Realty and property rental offices.
(12) Personal service establishments.
(13) Medical marijuana dispensing facilities.

EXHIBIT D

Sec. 3-5.6 High density residential/commercial (HDR/C-PB). Areas delineated as high density residential/commercial are for mixed uses including high density residential, hotel and limited accessory retail uses. Densities shall be in the range of 16 to 30 units per acre for residential uses and for a mix of residential and hotel uses. For development consisting solely of hotel development, where the application of the 16 to 30 density range will result in a reduction of the existing number of units, or where such density restrictions will impede efficient hotel development, the SRIA may, but shall not be obligated to, recommend conditional use approval to the BOA such that hotel development may be increased up to a maximum of 50 units per acre. This conditional use shall not apply to condominium dwellings which are made available for rental use.

(a) Permitted uses. The following types of use are permitted under HDR/C-PB:

(1) Condominiums.
(2) Motels and hotels.
(3) Restaurants.
(4) Tourist related retail goods.
(5) Marinas, etc.
(6) Cocktail lounges and package stores.
(7) Miscellaneous convenience goods stores.
(8) Professional offices.
(9) Realty and property rental offices**.**
(10) Personal service establishments.
(11) Medical marijuana dispensing facilities.

EXHIBIT D

Sec. 3-5.7 General retail (GR-PB). Areas delineated as general retail may be developed for uses pertaining to retail sales and services including motels (in accordance with the density provisions of medium density residential/commercial), restaurants, service stations, marinas, cocktail lounges, tourist related retail goods and professional services, sundries, convenience stores, groceries, professional offices, realty offices, personal service establishments, and substantially similar uses as determined by the Santa Rosa Island Authority Board.

(a) Permitted uses. The following types of uses are permitted in GR-PB:

(1) Motels and hotels.
(2) Restaurants, indoor and drive-in.
(3) Grocery stores.
(4) Miscellaneous convenience goods stores.
(5) Professional offices.
(6) Realty and property rental offices**.**
(7) Personal service establishments.
(8) Convenience goods stores.
(9) Professional offices.
(10) Personal service establishments.
(11) Realty and property rental offices.
(12) Marinas.
(13) Temporary structures with a limited use permit.
(14) Medical marijuana dispensing facilities.

EXHIBIT E

Sec. 6-0.3 Terms defined.

As used within the LDC, the following terms have the meanings established here:

- D -

Day care. The provision of care, protection, and supervision for children or adults on a regular basis away from their primary residence. Care is typically provided to a given individual for fewer than 18 hours each day, although the day care facility may be open 24 hours each day. See "Adult day care center" and "Child care facility."

dBA. The unit of filtered or corrected noise level measured in accordance with the a weighted scale to more closely replicate the sound frequency response of the human ear and measuring approximately the relative "noisiness" or "annoyance" of common sounds.

Decibel (dB). A standard unit for measuring the relative loudness of sound, or sound pressure, and approximately equal to the smallest degree of difference of that loudness or pressure ordinarily detectable by the human ear.

De minimis. A level of risk that is too small to be concerned with, or a difference that is too small to matter or be taken into consideration. For the purposes of services provided by public facilities having established level of service (LOS) standards, the term “de minimis” refers to a negligible or insignificant demand by a use on a level of service that generally allows the use to be considered concurrent for that facility.

Density. An objective measure of development used to quantify population per unit of land, such as people, dwelling units, or lodging units per acre. The term “density” refers to units per gross acre unless other measures or units are clearly indicated.

Developer. An applicant, builder, contractor, landowner, subdivider, or other person who undertakes development activities regulated by the LDC.

Development. The carrying out of any building activity or mining operation, the making of any material change in the use or appearance of any structure or land, or the dividing of land into three or more parcels (subdivision). The term “development” does not involve the use of land for bona fide agricultural or silvicultural purposes, including growing crops, trees, and other agricultural or forestry products, or raising livestock. Other specific activities or uses involving or excluded from development are defined in Florida Statutes (Ch. 380). For the purposes of floodplain management, development means any man-made change to improved or unimproved real estate, including buildings or other structures, tanks, temporary structures, temporary or permanent storage of equipment or materials, mining, dredging, filling, grading, paving, excavations, drilling operations or any other land disturbing activities.

Development agreement. An agreement between a developer and the county for development approval or any other purpose according to Florida Statutes, the Comprehensive Plan, and the LDC, and in a form approved by the county.

Development approval. Written authorization from the county permitting development subsequent to a demonstration of compliance with the provisions of the LDC and the Comprehensive Plan by the applicant for development approval.

Development, multi-family. Development in which any combination of single-family, two-family, or multi-family dwellings provide three or more dwelling units on a single lot.

Development, single-family. Development in which only one single-family dwelling is allowed per lot, attached or detached, except where an accessory dwelling unit is allowed with the principal single-family dwelling.

Development, two-family. Development in which only two single-family dwellings or one two-family dwelling is allowed per lot. Development order. Any order granting, denying, or granting with conditions an application for a building permit, site development, subdivision, rezoning, certification, variance, conditional use, or any other official action of the county having the effect of permitting the development of land.

Development parcel. A lot of record, or a conforming lot verified according to the lot conformance verification process of the LDC, or a lot created in compliance with the family conveyance provisions of the LDC, or any number of such lots, contiguous and in single ownership or under unified control for the purposes of development.

Diameter at breast height (DBH). A standard measure of tree trunk diameter in inches applicable to established trees and measured four and one-half feet above the surface of the ground at the base of the tree. For trees that lean, grow on slopes, fork at or below DBH height, are multi-trunked, or present other difficulties in measurement, DBH shall be determined according to International Society of Arboriculture (ISA) standards. See “Caliper” for the appropriate measure of newly planted and nursery stock trees.

Dispensing organization. An organization approved by the State to cultivate, process, transport and dispense ~~low-THC cannabis~~ medical cannabis.

Direct disposition. The cremation of human remains without preparation of the remains by embalming and without any attendant services or rites such as funeral or graveside services or the making of arrangements for such final disposition. Directional sign. See "Informational sign."

EXHIBIT E

- J, K & L -

Junkyard. See "Salvage yard." Kennel. A facility in which domestic animals not owned by the owner or occupant of the facility are housed, boarded, or trained for a fee or compensation, or where domestic animals are bred or raised for sale. A kennel may include grooming incidental and subordinate to the principal use, but not activities accessory to agricultural use.

Kindergarten. An educational facility that provides academic instruction to children in preparation for admittance to elementary school first grade, and as further defined by Florida Statutes. Laboratory. A facility for scientific research, analysis, investigation, testing or experimentation, but not for the manufacture or sale of products.

Land clearing. The act of removal or destruction of trees, brush, and other vegetative cover on a site, but not including normal cultivation associated with agricultural operations, or mowing, pruning, or other routine landscaping or lawn maintenance activities.

Land clearing debris. Rocks, soils, and trees and other vegetative matter that normally results from land clearing or site development operations, but not including waste from landscape maintenance, right-of-way or easement maintenance, farming operations, nursery operations, or any other sources not directly related to the land clearing or site development.

Land Development Code (LDC). The Land Development Code of Escambia County, Florida (Part III, Escambia County Code of Ordinances) as the assembled land development regulations of the county prepared by the local planning agency and adopted by the Board of County Commissioners according to Florida Statutes.

Land disturbance. Any activity involving the clearing, cutting, excavating, filling, or grading of land, or any other activity that alters land topography or vegetative cover. Landfill. A disposal facility that requires state permitting and engineered environmental protection systems for the placement of wastes. Landfills do not include land-spreading sites, surface impoundment, injection wells, or construction and demolition debris or land clearing debris disposal facilities with separate permitting requirements.

Landscape area. Pervious areas of preserved or installed living plants, including trees, shrubs, ground cover, and turf grass that may be supplemented with mulch, bark, decorative rock, timbers, stepping stones, and similar customary and incidental nonliving materials, excluding any area of vehicular use.

Land use. The development that has occurred on the land, the development that is proposed for the land, or the use that is permitted or permissible on the land under the Comprehensive Plan and LDC, as the context may indicate.

Level of service. An indicator of the extent or degree of service provided by, or proposed to be provided by, a public facility based on the operational characteristics of the facility and indicating a capacity per unit of demand for the facility.

Liner building. A relatively shallow building specifically designed to conceal the side of a parking lot, parking garage, big-box retail, or other structure or area along a public frontage and create spaces occupied by restaurants, shops, and other uses more engaging to passersby.

Lodging unit. One or more rooms used as a single unit of lodging space rented to the public in a public lodging establishment.

Long-term care facility. A nursing home facility, assisted living facility, adult familycare home, board and care facility, or any other similar residential adult care facility.

Lot. The least fractional part of subdivided lands having limited fixed boundaries and assigned a letter or number by which it may be identified. The term "lot" shall include the words "plot", "parcel", or "tract".

Lot, corner. A lot having frontage on two or more streets at their intersection. Lot frontage. Those sides of a lot abutting a street right-of-way.

Lot line. A property line bounding a lot and separating it from another lot, street rightof-way, or any other public or private land. A lot line shall be one of the following:

Front lot line. A lot line separating a lot from a street right-of-way other than an alley or, in the absence of a right-of-way, the lot line designated by the county as forming the front of the lot and from which the front setback of the lot is measured.

Rear lot line. A lot line generally opposite and most distant from the front lot line, and from which the rear setback of the lot is measured.

Side lot line. Any lot line that is not a front or rear lot line.

Lot of record. A lot that is part of a subdivision that has been recorded in the official records of Escambia County, or a lot or parcel described by metes and bounds, and the description of which has been so recorded or accepted on or before February 8, 1996. A lot of record does not include contiguous multiple lots under single ownership.

Lot, waterfront. A lot abutting a navigable water body that is under daily tidal influence. Along any part of the boundary, the lot may be separated from the water body by encroachments that include easements, rights-of-way, and public shoreline access, but the lot may not be separated from the water body by a dedicated road or by more than ten feet of land under different ownership.

Low-Tetrahydrocannabinol or Low-THC cannabis. A plant of the genus Cannabis, the dried flower of which contain 0.8 percent or less tetrahydrocannabinol and more than 10 percent of cannabidiol weight for weight; the seeds thereof; the resin extracted from any part of such plant; or any compound, manufacture, salt, derivative, mixture, or

preparation of such plant or its seeds or resin that is dispensed only from a dispensing organization.

~~***Low THC marijuana dispensing facility.*** Means any building or structure where low-THC is permitted to be dispensed at retail by an approved dispensing organization pursuant to Section 381.986, Florida Statutes (2014) and Florida Department of Health Rules.~~

- M –

Manufactured building. A closed structure, building assembly, or system of subassemblies which may include structural, electrical, plumbing, heating, ventilating, or other service systems manufactured for installation or erection, with or without other specified components, as a finished building or as part of a finished building. Manufactured buildings include residential, commercial, institutional, storage or industrial structures constructed according to state standards, but do not include manufactured (mobile) homes.

Manufactured (mobile) home. A complete, factory-built, single-family dwelling constructed in conformance with federal Manufactured Housing Construction and Safety Standards (the HUD Code) and transportable in one or more sections on a permanent chassis for site installation with or without a permanent foundation. The term "mobile home" refers to any manufactured home built prior to June 15, 1976 when the HUD Code became effective. Manufactured homes do not include manufactured buildings, modular homes or recreational vehicles.

Manufactured (mobile) home park. A multi-family residential use of an individually owned parcel of land within which lots or spaces are offered for rent or lease for the placement of five or more manufactured (mobile) homes. For the purposes of floodplain management, the term "manufactured home park" may apply to as few as two manufactured home lots for rent on a parcel.

Manufactured (mobile) home subdivision. A residential subdivision of individually owned lots created according to the provisions of the LDC for the exclusive use of manufactured (mobile) homes. For the purposes of floodplain management, the term "manufactured home subdivision" may apply to division into as few as two manufactured home lots.

Manufacturing. The mechanical or chemical transformation of materials or substances into new products, including the assembling of component parts, and the blending of materials, such as lubricating oils, plastics, resins, or liquors.

Marijuana. Marijuana shall mean cannabis as defined in Section 893.02(3), Florida Statutes. The term shall include "low-THC cannabis" and "medical cannabis" as defined in Section 381.986, Florida Statutes ~~(2014).~~ (2018), as amended.

Marina. A facility for the mooring, berthing, storing, or securing of watercraft, and which may include other services such as sales of boat supplies and fuel, boat repair and rental, and other uses incidental to the primary use. A marina may be classified as one of the following:

Commercial marina. A public use marina which may include upland marina support facilities for the servicing or repairing of watercraft, but does not include the activities of industrial marinas.

Industrial marina. A marina which provides slips or moorings for major work on watercraft, such as construction or rebuilding of boats, installations of new bottoms, substantial structural additions, or alterations.
Private marina. A marina that is an amenity to a private residential development, such as a subdivision or multifamily dwelling, and not for public use.

Market value. The price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsion to buy or sell and both having reasonable knowledge of relevant facts. For the purposes of the LDC, market value is limited to the value of buildings and other structures, excluding the land and other improvements on the parcel. Market value may be as established by a qualified independent appraiser, "actual cash value" (replacement cost depreciated for age and quality of construction), or tax assessment value adjusted to approximate market value by a factor provided by the Property Appraiser.

Marquee. A permanent roofed structure attached to and supported by a building, and projecting into public right-of-way, typically above an entrance to provide protection from the elements.

Materials recovery facility (MRF). A solid waste management facility that provides for the extraction from solid waste of recyclable materials, materials suitable for use as a fuel or soil amendment, or any combination of such materials. Mausoleum. A building or other structure that is substantially exposed above the ground and used for the entombment of human remains.

Mean high water (MHW). The average height of the high waters over a 19-year period; or for shorter periods of observation, the average height of the high waters after corrections are applied to eliminate known variations and to reduce the result to the equivalent of a mean 19-year value. Mean sea level (MSL). The average height of the surface of the Gulf of Mexico for all stages of the tide, or the mean between high and low tides as established by the North American Vertical Datum (NAVD) of 1988.

Medical cannabis. All parts of any plant of the genus Cannabis, whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, sale, derivative, mixture, or preparation of the plant or its seeds or resin that is dispensed from a dispensing organization for medical use by an eligible patient, as defined by Florida Statutes (2018), as amended.

Medical Marijuana or medical cannabis dispensing facility. Means any building or structure where low-THC or medical cannabis is permitted to be dispensed at retail by an approved dispensing organization pursuant to Section 381.986, Florida Statutes (2018) as amended, and Florida Department of Health Rules.

EXHIBIT E

Medical clinic or office. A facility, other than a hospital, providing medical diagnostic and treatment services to patients not requiring an overnight stay. Such clinics and offices commonly have laboratory facilities and include doctor's offices, diagnostic centers, treatment centers, rehabilitation centers, and establishments providing surgical and psychiatric services and emergency treatment.

***Medical services*.** Professional services concerning human health maintenance and the diagnosis and treatment of disease, injury, pain, and other adverse health conditions. Medical services include the principal services provided by hospitals, clinics, doctor's offices, diagnostic facilities, medical laboratories, blood donation centers, and other human health care facilities.

Medical use. Means the administration of the ordered amount of ~~low-THC cannabis~~ medical cannabis, as defined by Florida Statutes (2018), as amended. Medical use does not include the: possession, use, or administration of ~~low-THC cannabis~~ medical cannabis by smoking; or the transfer ~~of low-THC cannabis~~ of medical cannabis to a person other than the qualified patient for whom it was ordered or the qualified patient's legal representative authorized to receive it on the qualified patient's behalf; or use or administration of ~~low-THC~~ medical cannabis on any form of public transportation, in any public place, in a qualified patient's place of employment, if restricted by his or her employer, in a correctional institution, on the grounds of any child care facility, preschool, or school, or in any vehicle, aircraft, or motorboat.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15083 **Growth Management Report 13. 7.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 11/01/2018
Issue: 5:50 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the Escambia County 2030 Comprehensive Plan - CPA-2018-02
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

5:50 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the Escambia County 2030 Comprehensive Plan - CPA-2018-02

That the Board of County Commissioners (BCC) review and transmit to the Department of Economic Opportunity (DEO), an Ordinance to amend the Comprehensive Plan OBJ FLU 3.1, Rural Development, deleting FLU 3.1.5 in its entirety. The Planning Board recommended denial of this Ordinance.

This hearing serves as the first of two public hearings before the BCC.

BACKGROUND:

The Escambia County Board of County Commissioners finds that an amendment to its Comprehensive Plan is necessary and appropriate based on the changing needs within the County; and it is in the the best interest of the health, safety, and welfare of the County to amend its Comprehensive Plan.

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 Comprhensive Plan will be transmitted to DEO following recommendation by the board.

Implementation of this Ordinance will consist of an amendment to the Comprehensive Plan and distribution of a copy of the adopted Ordinance to interested citizens and staff.

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

Attachments

Draft Ordinance

ORDINANCE NUMBER 2018-_____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING THE ESCAMBIA COUNTY 2030 COMPREHENSIVE PLAN, AS AMENDED; AMENDING OBJ FLU 3.1 RURAL DEVELOPMENT, DELETING FLU 3.1.5 IN ITS ENTIRETY; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 163, Part II, Florida Statutes, Escambia County adopted its Comprehensive Plan on April 29, 2014; and

WHEREAS, Chapter 125, Florida Statutes, empowers the Board of County Commissioners of Escambia County, Florida to prepare, amend and enforce comprehensive plans for the development of the County; and

WHEREAS, the Escambia County Board of County Commissioners finds that an amendment to its Comprehensive Plan is necessary and appropriate based on the changing needs within the County; and

WHEREAS, it is in the best interest of the health, safety, and welfare of the County to amend its Comprehensive Plan.

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Escambia County, Florida, as follows:

Section 1. Purpose and Intent

This Ordinance is enacted to carry out the purpose and intent of, and exercise the authority set out in, the Community Planning Act, Sections 163.3161 through 163.3215, Florida Statutes.

Section 2. Title of Comprehensive Plan Amendment

This Comprehensive Plan Amendment shall be entitled- "CPA 2018-02."

Section 3. Amendment to GOAL FLU 3 Rural Strategies

OBJ FLU 3.1 is hereby amended as follows: (deletions shown as ~~strike thru~~; additions are <u>underlined</u>)

GOAL FLU 3 RURAL STRATEGIES

Escambia County will promote rural strategies, including protecting agriculture, silviculture, and related activities, protecting and preserving natural resources and guiding new development toward existing rural communities.

OBJ FLU 3.1 Rural Development

All new development within rural areas, including commercial development, that is compatible with the protection and preservation of rural areas will be directed to existing rural communities.

POLICIES

FLU 3.1.1 **Infrastructure Expenditures.** Escambia County will limit the expenditure of public funds for infrastructure improvements or extensions that would increase the capacity of those facilities beyond that necessary to support the densities and intensities of use established by this plan unless such expenditures are necessary to implement other policies of this plan.

FLU 3.1.2 **Water Facility Extensions.** Escambia County will coordinate with potable water providers on any extensions of potable water facilities in the rural area.

FLU 3.1.3 **FLUM Amendments.** During consideration of FLUM amendments, Escambia County will consider the impacts of increased residential densities to the agriculture and silviculture industries as well as public facility maintenance and operation expenditures (i.e., roads, water, sewer, schools,) needed to serve the proposed development.

FLU 3.1.4 **Rezoning.** Escambia County will protect agriculture and the rural lifestyle of northern Escambia County by permitting re-zonings to districts, allowing for higher residential densities in the Rural Community (RC) future land use category.

~~FLU 3.1.5 **New Rural Communities.** To protect silviculture, agriculture, and agriculture-related activities Escambia County will not support the establishment of new rural communities.~~

THIS SPACE INTENTIONALLY BLANK

DRAFT

Section 5. Effective Date.

This Ordinance shall become effective upon filing with the Department of State.

DONE AND ENACTED this_____ day of _____, 2018.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Jeff Bergosh, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk
(SEAL)

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

DRAFT

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15102 **Growth Management Report** **13. 1.**
BCC Regular Meeting **Action**
Meeting Date: 11/01/2018
Issue: Action Item - Seagrass Point Final Plat
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning Final Plat Seagrass Point Permit FP# 18103424

That the Board take the following action concerning recording of Seagrass Point (a 53-lot residential subdivision), located in the Weekley Bayou Community lying east of County Road 293 (Bauer Road) and north of Sorrento Road (County Road 292). Owned and developed by Esplanade Communities of Florida, 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. Approve the final plat for recording;

B. Approve the street names “Pinfish Road” and “Sandspur Lane”;

C. Accept all public easements, pond, 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 (MSBU); and

D. Authorize the Chairman or Vice Chairman to execute a Two-Year Warranty Agreement without Surety, for Streets and Drainage improvements, an Avigation Easement, and a Conservation Easement.

BACKGROUND:

The preliminary plat was approved on July 12, 2017. The Construction Plans were approved on November 1, 2017. The Escambia County Public Safety Department approved the street names “Pinfish Road” and “Sandspur Lane” on June 15, 2017. Development Services Department inspected the improvements on October 30, 2018, and found improvements substantially complete and in accordance with applicable County Requirements. An executed Two-Year Warranty Agreement without Surety, Avigation Easement, and Conservation Easement will be recorded with the Final Plat. Staff has reviewed the final plat.

LEGAL CONSIDERATIONS/SIGN-OFF:

This recommendation is consistent with previous practices of the County Attorney’s Office. The Two-Year Warranty Agreement without Surety was reviewed and approved by Meredith Crawford on October 18, 2018. The Conservation Easement was reviewed and approved by Meredith Crawford on October xx, 2018. The Avigation Easement was reviewed and approved by Meredith Crawford on October xx, 2018.

PERSONNEL:

All work associated with this recommendation was done in-house and no additional staff was required. Future Road Department budgets will reflect additional cost to maintain these improvements, if any.

POLICY/REQUIREMENT FOR BOARD ACTION:

Based on the County Land Development Code – providing procurement for surety to warrant subdivision improvements (Ord. #2002-9) and the Florida State Plat Act - Chapter 177.

IMPLEMENTATION REQUIREMENTS:

Once the final plat has been approved by the Board and final sign-off given by the County Surveyor, the plat shall be transmitted to the Clerk of Court’s Office for Clerk signatures and recording in the public records of Escambia County, Florida.

COORDINATION WITH OTHER AGENCIES/PERSONS:

Staff has been in contact with the developer, developer’s engineer and surveyor, County Engineer, County Surveyor, County Road Department, County Building Inspections and Development Services Department.

Attachments

Street Name Letter Approval

Real Estate Infrastructure Maintenance Disclosure

Two-Year Warranty Agreement

Final Plat

Board of County Commissioners • Escambia County, Florida

Michael T. Moring, Emergency Communications Chief
Public Safety Department

June 15, 2017

Street Letter Approval

The following names have been submitted for approval:

Sandspur Lane
Pinfish Road

The streets are located in:

Seagrass Point Subdivision

The name was requested by:

David W. Fitzpatrick, P.E., P.A.
10250 N. Palafox Street
Pensacola, FL 32534

Escambia County Public Safety concurs that the street names above are not duplicates of any other street names in Escambia County Florida.

Michael T. Moring

9-1-1 Coordinator

6575 North W Street • Pensacola, Florida 32505-1714
Telephone (850) 471-6400 • Fax (850) 471-6455
www.myescambia.com

RESIDENTIAL SALES
INFRASTRUCTURE MAINTENANCE DISCLOSURE

ATTENTION: Pursuant to section 86-165 of the Escambia County Code of Ordinances, sellers of residential lots are required to disclose to buyers who is responsible for maintenance of infrastructure within areas platted on or after June 1, 2017. Section 86-166 of the Escambia County Code of Ordinances requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made part of the public records of Escambia County, Florida. Note: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgment by the County of the veracity of any disclosure statement.

If multiple entities are responsible for maintenance of the same type of infrastructure within the platted area, you must attach an additional disclosure form for each responsible entity and designate the area of responsibility by lot and block.

If additional space is needed, please check box and attach additional pages.

Name of Subdivision: Seagrass ~~Estates~~ POINT
Lots & Blocks All **(All or Specify)**

Responsibility of Infrastructure Maintenance Disclosure		
Type of Infrastructure	**Responsible Entity** (i.e. Escambia Co., ECUA, Private, Homeowner)	**Ownership**
Road(s)	ESCAMBIA COUNTY	
Bridge(s)	N/A	
Retention Pond(s)	ESCAMBIA COUNTY	
Stormwater Conveyance or Easements (rear yard)	ESCAMBIA COUNTY	
Easements between lots (side yard)	HOMEOWNER	
Sewer Lift Station Central	N/A	
Sewer System	ECUA (LOW PRESSURE SEWER) PUMPS (HOMEOWNER) FM (ECUA)	
Water System	ECUA	
Gas	N/A	
Other (i.e. Clubhouse)	N/A	

This information is believed to be correct and is being provided as it appears on the County's website at www.myescambia.com.

This form completed by:

ESPLANADE COMMUNITIES OF FL. L.L.C.
Seller's Name

3000 GULF BREEZE PKWY
Address

GULF BREEZE FL 32563
City, State, Zip Code

AS TO SELLER(S):

Seller's Name: _____ Witness' Name: _____

Seller's Name: _____ Witness' Name: _____

AS TO BUYER(S):

Buyer's Name: _____ Witness' Name: _____

Buyer's Name: _____ Witness' Name: _____

Effective:

Page ___ of ____. You must note the total number of pages provided in this space.

Prepared by:
David W. Fitzpatrick, P.E., P.A.
10250 N Palafox Street
Pensacola, FL 32534

TWO-YEAR WARRANTY AGREEMENT
FOR STREETS AND DRAINAGE IMPROVEMENTS WITHOUT
SURETY/FINANCIAL SECURITY
(Limited Liability Company)

This Two-Year Warranty Agreement (Agreement) is entered by and between ESPLANADE COMMUNITIES OF FL, LLC, a limited liability company organized under the laws of the State of Florida whose address is 3000 GULF BREEZE PARKWAY GULF BREEZE FL 32563 (Developer) and Escambia County, a political subdivision of the State of Florida, whose address is Post Office Box, 1591, 221 Palafox Place, Pensacola, Florida 32591 (County).

WITNESSETH:

WHEREAS, Developer has undertaken to develop and construct certain streets and drainage improvements in and for SEAGRASS POINT SUBDIVISION Development, more particularly described as follows:

See Exhibit A (Legal Description) for «Development» PB ____ PG ____; and

WHEREAS, Developer wishes to have the streets and drainage improvements dedicated to the public and accepted for maintenance by the County; and

WHEREAS, the streets and drainage improvements have been built and approved in accordance with County standards; and

WHEREAS, a condition of the County accepting the streets and drainage improvements is the Developer's agreement to provide a warranty for the improvements;

NOW, THEREFORE, in consideration of the County accepting the streets and drainage improvements, and for other good and sufficient consideration, the receipt of which is acknowledged, Developer and the County agree as follows:

1. The foregoing recitals are incorporated in this Agreement by reference.

2. Developer warrants that it shall, at its sole expense, for a period of two years from the date of the County's acceptance of the above-referenced streets and drainage improvements (Warranty Period):

a. repair all defects due to design, construction, materials or workmanship that may be discovered during the Warranty Period; and

b. take every reasonable precaution during the course of any repairs to protect the work from damage by the elements and provide and maintain suitable barricades and signs, which shall remain lighted from sunset to sunrise; and

c. indemnify, pay on behalf of, protect, defend, and hold harmless the County, or its officers, agents, and employees from and against any demand, claim, suit, loss, expense or damage that may be asserted against any of them by reason of any alleged damage to property or injury to or death of any person arising out of or in any way related to a defect in streets and drainage improvements or Developer's obligations under this Agreement.

3. During the Warranty Period, if in the judgment of the County Engineer or her designee repairs to the streets and drainage improvements become necessary due to any defect in the design, construction, materials, or workmanship, then upon notice from the County, Developer shall, at its sole expense, remove and replace all defective materials, repair any defects, and otherwise bring the improvements into compliance with the construction drawings and specifications approved by the Escambia County Development Review Committee. Developer shall correct any defect within thirty (30) calendar days, or, if the defect cannot reasonably be corrected within that period, commence corrective action within thirty (30) calendar days and thereafter diligently pursue the corrective action to completion. The County Engineer, in her sole discretion, may require the Developer to fulfill its obligations within a shorter period of time in order to comply with federal, state or local regulations or to protect the public health, safety, or welfare. Should the Developer fail to fulfill its obligations, the County may perform the repairs necessary to correct the defect, and the Developer shall be responsible for the costs of any such repairs, even if the County performs the repairs after the expiration of the Warranty Period. If the Developer fails to pay the costs incurred by the County within thirty (30) days of County's written demand, then the County may pursue collection of such costs in a court of competent jurisdiction.

4. In any judicial action brought by the County to enforce the provisions of this Agreement, Developer agrees to pay the costs, including reasonable attorney's fees through appeal, that the County may incur. Venue for any judicial action shall lie in Escambia County, Florida.

5. The parties shall execute the original Agreement with all attached exhibits. The Developer shall record the executed Agreement in the public records and provide a certified copy of the recorded Agreement to the County's Engineering Department.

6. During the Warranty Period, Developer shall advise the County in writing of any change in address, contact information or corporate status.

7. Developer's obligations under this Agreement shall include, but not be limited to, the following infrastructure deficiencies: (i) cracked concrete and cracked curbing, (ii) minor ponding of water on the asphalt, (iii) minor settling of asphalt areas, (iv) minor deficiencies in storm pipe, (v) ponds recharging at a slow rate but still meeting regulatory requirements, and (vi) stabilization and erosion.

8. Developer's failure to perform its obligations under this Agreement may result in the denial of building permits and certificates of occupancy.

IN WITNESS THEREOF, the parties have executed this Agreement on the dates shown below.

WITNESS:

SHELLEY A. SEPULVEDA
(printed name)

WITNESS:

Daphne J. Fincher
(printed name)

DEVELOPER/OWNER:

ESPLANADE COMMUNITIES OF FLORIDA, LLC
(name of limited liability company)

By: _____
(signature)

WILLIAM BRYAN ADAMS
(printed name)

Manager
(select one title: manager/member/managing member)

STATE OF FLORIDA
COUNTY OF ~~ESCAMBIA~~ SANTA ROSA

The foregoing instrument was acknowledged before me this 21st day of SEPTEMBER, 2018, by William Bryan Adams as MANAGER (select one title: Manager/Member/Managing Member) of ESPLANADE COMMUNITIES OF FLORIDA, LLC (name of limited liability company). He/She (X) is personally known to me, ~~or ( ) has produced~~ _____ as identification.

Signature of Notary

(Notary Seal)

SHELLEY A. SEPULVEDA
Name of Notary (printed)

SHELLEY A. SEPULVEDA
Notary Public - State of Florida
Commission # FF 165104
My Comm. Expires Jan 25, 2019

Escambia County, through its Board of County Commissioners

By: _____

_____, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

____ day of _____,20___

_____
Deputy Clerk

BCC Approved: _____

This document approved as to form and legal sufficiency

By _____

Title _____

Date _____

Exhibit A
Legal Description of Development

NOTE: ATTACH AN EXHIBIT A LEGAL DECRIPTION WHICH MATCHES THE FINAL PLAT AND INDICATE WHO PREPARED THE EXHIBIT A

Prepared by: NORTHWEST FLORIDA LAND SURVEYING, INC.
7142 BELGIUM CIRCLE, PENSACOLA, FL, 32526
(850) 432-1052

LEGAL DESCRIPTION:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 87 DEGREES 18 MINUTES 25 SECONDS EAST ALONG THE SOUTH LINE SAID SECTION 11 FOR A DISTANCE OF 600.27 FEET; THENCE GO NORTH 02 DEGREES 49 MINUTES 56 SECONDS EAST FOR A DISTANCE OF 400.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 02 DEGREES 49 MINUTES 56 SECONDS EAST FOR A DISTANCE OF 82.81 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 50.00 FEET; THENCE GO NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 50.00 FEET FOR AN ARC DISTANCE OF 39.27 FEET (DELTA= 89 DEGREES 59 MINUTES 20 SECONDS, CHORD BEARING= NORTH 42 DEGREES 09 MINUTES 44 SECONDS WEST, CHORD BEARING= 35.35 FEET); THENCE GO SOUTH 87 DEGREES 09 MINUTES 24 SECONDS EAST FOR A DISTANCE OF 75.00 FEET; THENCE GO SOUTH 02 DEGREES 49 MINUTES 56 SECONDS WEST FOR A DISTANCE OF 457.67 FEET; THENCE GO SOUTH 87 DEGREES 18 MINUTES 25 SECONDS EAST FOR A DISTANCE OF 681.76 FEET TO AN INTERSECTION WITH THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 11; THENCE GO NORTH 02 DEGREES 37 MINUTES 17 SECONDS EAST ALONG SAID EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11 FOR A DISTANCE OF 865.89 FEET; THENCE GO NORTH 87 DEGREES 09 MINUTES 24 SECONDS WEST FOR A DISTANCE OF 1278.57 FEET TO AN INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF BAUER ROAD (S.R. 293, 100' R/W); THENCE GO SOUTH 02 DEGREES 49 MINUTES 56 SECONDS WEST ALONG SAID EAST RIGHT OF WAY LINE OF BAUER ROAD FOR A DISTANCE OF 519.25 FEET; THENCE GO SOUTH 87 DEGREES 18 MINUTES 25 SECONDS EAST FOR A DISTANCE OF 550.00 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN A PORTION OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 20.55 ACRES MORE OR LESS.

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

THE RECORD PLAT OF:
SEAGRASS POINT
A 53 LOT SINGLE FAMILY RESIDENTIAL SUBDIVISION
LOCATED IN A PORTION OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA
OCTOBER 2018

DAVID W. FITZPATRICK
PROFESSIONAL ENGINEER, P.A.
BOARD OF PROFESSIONAL REGULATION #00008423
10250 NORTH PALAFOX STREET
PENSACOLA, FL 32534
PH: (850)476-8677 FAX: (850)476-7708

Approved
ESCAMBIA COUNTY DRC PLAN REVIEW
10-24-18
DRC Chairman Signature / Development Services Director/ Designee — Date
This document has been reviewed in accordance with the requirements of applicable Escambia County Regulations. Owner, engineer, surveyor or other agents remain responsible for the survey, design and details as drawn. A Development Order must be obtained from the Development Review Committee (DRC) prior to the commencement of construction. This approval by the DRC does not constitute approval by any other agency. Approval of street addressing does not constitute approval of the right-of-way. Prior to approval of a final plat or the issuance of state/federal permits shall be provided to the county prior to approval of a final plat or the issuance of a building permit.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT ESPLANADE COMMUNITIES OF FLORIDA, LLC, A FLORIDA LLC AND SEAGRASS POINT HOMEOWNERS ASSOCIATION, INC., A FLORIDA NOT FOR PROFIT CORPORATION AS OWNERS AND DEVELOPERS OF THE LAND DESCRIBED HEREIN, AND PLATTED HEREON KNOWN AS SEAGRASS POINT ("THE LAND") HEREBY DEDICATES TO THE PUBLIC: ALL ROADS AND RIGHTS-OF-WAY, THE DRY STORM WATER RETENTION POND IDENTIFIED AS PARCEL "A", THE 14' DRAINAGE & ACCESS EASEMENT LOCATED ON PARCEL "B", THE 1' NON ACCESS EASEMENT LOCATED ON LOT 1 -BLOCK A; AND TO ALL UTILITY PROVIDERS: THE 5' UTILITY AND ACCESS EASEMENT LOCATED ALONG ALL RIGHT OF WAYS; AND RESERVE, DEDICATE AND CONVEY TO SEAGRASS POINT HOMEOWNERS ASSOCIATION, INC., THE 100' X 14' AREA FOR LANDSCAPING IDENTIFIED AS PARCEL "B", THE PRIVATE RECREATION AREA IDENTIFIED AS PARCEL "C", PRIVATE WETLANDS IDENTIFIED AS PARCEL "D", THE 5' SIGN EASEMENTS LOCATED ON LOT 1- BLOCK A AND LOT 1-BLOCK C; AND REQUEST THE FILING OF THIS PLAT IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

WITNESSES:
(SIGNATURE)_____
(PRINTED NAME)_____
(SIGNATURE)_____
(PRINTED NAME)_____

ESPLANADE COMMUNITIES OF FLORIDA, LLC,
A FLORIDA LIMITED LIABILITY COMPANY

BY:_____
WILLIAM BRYAN ADAMS, ITS MANAGER

WITNESSES:
(SIGNATURE)_____
(PRINTED NAME)_____
(SIGNATURE)_____
(PRINTED NAME)_____

SEAGRASS POINT HOMEOWNERS ASSOCIATION, INC,
A FLORIDA NOT FOR PROFIT CORPORATION

BY:_____
RONNIE RAINWATER, PRESIDENT

NOTARY PUBLIC

BEFORE THE SUBSCRIBER PERSONALLY APPEARED RONNIE RAINWATER, PRESIDENT OF SEAGRASS POINT HOMEOWNERS ASSOCIATION, INC., A FLORIDA NOT FOR PROFIT CORPORATION, OWNER AND DEVELOPER OF SEAGRASS POINT KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED IN AND AS THE PRESIDENT ON BEHALF OF CORPORATION EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEGED TO ME THAT HE EXECUTED THE SAME FOR THE USES AND PURPOSES HEREIN SET FORTH, AND WHO ( ) IS PERSONALLY KNOWN TO ME OR WHO ( ) HAS PRODUCED_____ AS IDENTIFICATION. GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS ____ DAY OF _____, 2018.

_____
SIGNATURE
_____
PRINT NAME
_____
COMMISION NO. _____
MY COMMISION EXPIRES _____
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC

BEFORE THE SUBSCRIBER PERSONALLY APPEARED WILLIAM BRYAN ADAMS, MANAGER OF ESPLANADE COMMUNITIES OF FLORIDA, LLC, OWNER AND DEVELOPER OF SEAGRASS POINT KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED IN AND WHO ON BEHALF OF ESPLANADE COMMUNITIES OF FLORIDA EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEGED TO ME THAT HE EXECUTED THE SAME FOR THE USES AND PURPOSES HEREIN SET FORTH, AND WHO ( ) IS PERSONALLY KNOWN TO ME OR WHO ( ) HAS PRODUCED_____ AS IDENTIFICATION. GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS ____ DAY OF _____, 2018.

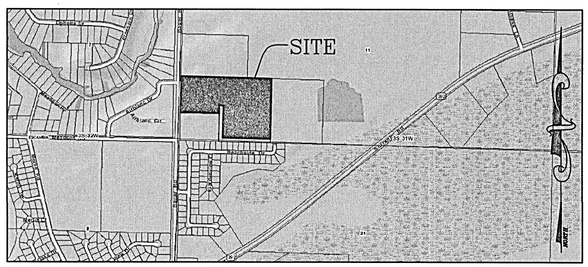
_____
SIGNATURE
_____
PRINT NAME
_____
COMMISION NO. _____
MY COMMISION EXPIRES _____
NOTARY PUBLIC, STATE OF FLORIDA

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

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 87 DEGREES 18 MINUTES 25 SECONDS EAST ALONG THE SOUTH LINE SAID SECTION 11 FOR A DISTANCE OF 600.21 FEET; THENCE GO NORTH 02 DEGREES 44 MINUTES 56 SECONDS EAST FOR A DISTANCE OF 400.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 02 DEGREES 44 MINUTES 56 SECONDS EAST FOR A DISTANCE OF 82.81 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE GO NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET FOR AN ARC DISTANCE OF 39.27 FEET (DELTA= 89 DEGREES 59 MINUTES 30 SECONDS, CHORD BEARING= NORTH 42 DEGREES 09 MINUTES 44 SECONDS WEST, CHORD DISTANCE= 35.35 FEET); THENCE GO SOUTH 87 DEGREES 09 MINUTES 24 SECONDS EAST FOR A DISTANCE OF 75.00 FEET; THENCE GO SOUTH 02 DEGREES 44 MINUTES 56 SECONDS WEST FOR A DISTANCE OF 457.67 FEET; THENCE GO SOUTH 87 DEGREES 18 MINUTES 25 SECONDS EAST FOR A DISTANCE OF 681.76 FEET TO AN INTERSECTION WITH THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 11; THENCE GO NORTH 02 DEGREES 37 MINUTES 17 SECONDS EAST ALONG SAID EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11 FOR A DISTANCE OF 865.84 FEET; THENCE GO NORTH 87 DEGREES 09 MINUTES 24 SECONDS WEST FOR A DISTANCE OF 1278.51 FEET TO AN INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF BAUER ROAD (C.R. 213, 100' R/W); THENCE GO SOUTH 02 DEGREES 44 MINUTES 56 SECONDS WEST ALONG SAID EAST RIGHT OF WAY LINE OF BAUER ROAD FOR A DISTANCE OF 514.25 FEET; THENCE GO SOUTH 87 DEGREES 18 MINUTES 25 SECONDS EAST FOR A DISTANCE OF 350.00 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN A PORTION OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 20.55 ACRES MORE OR LESS.

SURVEYOR'S NOTES:

1. NORTH, BEARINGS AND THE SURVEY DATUM SHOWN HEREON IS BASED UPON THE FLORIDA STATE PLANE COORDINATE SYSTEM (FLORIDA NORTH ZONE), NORTH AMERICAN DATUM OF 1983 (NAD83) (2011)-EPOCH 2010.0000) AND WAS DERIVED UTILIZING A GLOBAL POSITIONING SYSTEM (GPS) TOPCON HIPER+ GEODETIC DUAL FREQUENCY RECEIVER. THE RECEIVER WAS UTILIZED IN A REAL-TIME KINEMATIC (RTK) MODE UTILIZING THE FLORIDA DEPARTMENT OF TRANSPORTATION FLORIDA PERMANENT REFERENCE NETWORK (FPRN), FLORIDA'S GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) REFERENCE STATION NETWORK.
2. THE PROPERTY AS SHOWN HEREON IS LOCATED IN FLOOD ZONE "X", MINIMAL RISK AREAS OUTSIDE THE 1% AND 2% ANNUAL CHANCE FLOODPLAINS. NO BASE FLOOD ELEVATION OR BASE FLOOD DEPTH ARE SHOWN WITHIN THESE ZONES, AS DETERMINED FROM FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP OF ESCAMBIA COUNTY, FLORIDA COMMUNITY 120080, FIRM MAP PANEL NUMBER 12033C0510G, MAP REVISION DATED SEPTEMBER 29, 2006.
3. THE MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS.
4. DAVID W. FITZPATRICK, PE., P.A. 10250 N. PALAFOX STREET, PENSACOLA, FL 32535, (850) 476-8677 IS THE ENGINEER OF RECORD.
5. THERE MAY BE ADDITIONAL RESTRICTIONS THAT WILL NOT BE RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.
6. DEVELOPMENT CONSISTS OF 53 SINGLE FAMILY DETACHED RESIDENTIAL LOTS. RESIDENTIAL DENSITY = 2.58 UNITS/ACRE. TOTAL PROJECT ACREAGE: 20.55 MORE OR LESS.
7. NO SIGNAGE, LANDSCAPING OR FENCING SHALL BE INSTALLED WITHIN THE 35' SIGHT TRIANGLE THAT MAY RESTRICT THE VISUAL CLEARANCE SET FORTH BY THE LAND DEVELOPMENT CODE. (LDC-7.01.08)
8. ALL BUILDING ROOF DRAINS, DOWN SPOUTS, OR GUTTERS SHALL BE ROUTED TO CARRY ALL STORMWATER TO RETENTIONDETENTION AREAS.
9. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES, PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
10. PUBLIC DRAINAGE/ACCESS EASEMENTS: NO FENCES OR OTHER STRUCTURES SHALL BE BUILT WITHIN PUBLIC DRAINAGE/ACCESS EASEMENTS. THESE EASEMENTS SHALL BE ACCESSIBLE AT ALL TIMES.
11. EACH LOT SHALL HAVE A 10 FOOT WIDE DRAINAGE EASEMENT ALONG THE SIDE LOT LINE BEING 5 FEET EACH SIDE OF THE LOT LINE. FENCES OR OTHER STRUCTURES IN THESE EASEMENTS SHALL NOT IMPEDE STORMWATER FLOW.
12. IF ESTABLISHED, WALLS AND SIGNS ARE TO BE MAINTAINED BY THE HOME OWNER ASSOCIATION.
13. WETLANDS, UPLAND/WETLAND BUFFER, AND CONSERVATION EASEMENT AREA SHALL REMAIN IN THEIR NATURAL STATE.



VICINITY MAP ~ 1"=1000'

SITE AND BUILDING REQUIREMENTS: ZONING LDR

LOT COVERAGE.
THE PERVIOUS AREA SHALL BE AT LEAST 30% OF THE TOTAL LOT (10% MAXIMUM SEMI IMPERVIOUS AND IMPERVIOUS COVER) FOR ALL USES.
LOT WIDTH:
A MINIMUM LOT WIDTH OF 20 FEET AT THE STREET RIGHT-OF-WAY FOR CUL-DE-SAC LOTS AND 60 FEET AT THE STREET RIGHT-OF-WAY FOR ALL OTHER LOTS.
FRONT AND REAR BUILDING SETBACK:
20 FEET IN THE FRONT AND 15 FEET IN THE REAR.
SIDE BUILDING SETBACK:
ON EACH SIDE, FIVE FEET OR 10 PERCENT OF THE LOT WIDTH AT THE STREET RIGHT-OF-WAY, WHICHEVER IS GREATER, BUT NOT REQUIRED TO EXCEED 15 FEET.
CORNER LOTS:
WILL HAVE ONE FRONT SETBACK AND ONE SIDE SETBACK.
BUILDING HEIGHT:
A MAXIMUM STRUCTURE HEIGHT OF 45 FEET ABOVE HIGHEST ADJACENT GRADE.

STATE PLANE COORDINATES									
HORIZONTAL DATUM: NORTH AMERICAN DATUM 83 (2011) FLORIDA NORTH ZONE									
STATION	NORTHING	EASTING	LATITUDE (N)	LONGITUDE (W)	SCALE FACTOR	CONVERGENCE	ELEVATION (NAVD88)	Elevation Factor	COMBINED SCALE FACTOR (CSF)
GPS 1	501821.68	1052948.53	30°20'52.1486"	87°24'10.2783"	0.999953377	01°27'31.5355"	20.99'	1.0000331	0.99995669
GPS 2	502340.29	1052974.18	30°20'57.2870"	87°24'10.1363"	0.999953455	01°27'31.4642"	23.11'	1.0000321	0.99995666
GPS 3	501795.83	1053497.92	30°20'52.0313"	87°24'04.0026"	0.999953375	01°27'28.3819"	26.42'	1.0000305	0.99995642
ESC 4075	556489.57	1087483.28	30°30'01.6463"	87°17'51.5612"	0.99996527	01°24'21"	109.12'	0.99999910	0.99996437
LOCATION ESTABLISHED FROM FLORIDA DEPARTMENT OF TRANSPORTATION FLORIDA PERMANENT REFERENCE NETWORK (FPRN) FLORIDAS GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) REFERENCE STATION NETWORK									
TO CONVERT A GROUND DISTANCE TO GRID DISTANCE MULTIPLY THE GROUND DISTANCE BY THE AVERAGE COMBINED SCALE FACTOR.									

CERTIFICATE OF ATTORNEY:

I, AS A MEMBER OF THE FLORIDA BAR ASSOCIATION, AND ON BEHALF OF THE OWNER, HEREBY CERTIFY THAT I HAVE EXAMINED THE PLAT HEREON AND ACCOMPANYING DOCUMENTS AND HAVE FOUND THEM TO BE IN PROPER LEGAL FORM AND TO MEET ALL THE REQUIREMENTS OF THE FLORIDA PLAT ACT AND THE ESCAMBIA COUNTY LAND DEVELOPMENT CODE.

_____
PRINT NAME
_____
SIGN NAME

CERTIFICATE OF APPROVALS:

COMMISSIONERS OF ESCAMBIA COUNTY,
STATE OF FLORIDA
I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, HEREBY CERTIFY THAT THE WITHIN PLAT BEING PRESENTED TO THE BOARD OF COUNTY COMMISSIONERS OF SAID COUNTY AT THEIR MEETING HELD ON THE ____ DAY OF _____, 2018 WAS APPROVED FOR FILING BY THE SAID BOARD AND I, CLERK OF THE CIRCUIT COURT, WAS INSTUCTED TO SO CERTIFY HEREON.

_____ DATE
PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

COUNTY CLERK'S CERTIFICATE OF APPROVAL

COUNTY OF ESCAMBIA
I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH ALL THE REQUIREMENTS OF THE PLAT ACT (CHAPTER 177, SECTIONS 177.011 THROUGH 177.151) OF THE LEGISLATURE OF FLORIDA AND THE SAME WAS FILED FOR RECORD IN PLAT BOOK _____ AT PAGE _____ OF THE PUBLIC RECORDS OF SAID COUNTY ON THIS _____ DAY OF _____, 2018.

_____
PAM CHILDERS, CLERK OF THE CIRCUIT COURT

CERTIFICATE OF PLAT REVIEW:

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO FLORIDA STATUTES CHAPTER 177, PART I, PLATTING BY THE OFFICE OF THE COUNTY SURVEYOR OF ESCAMBIA COUNTY, FLORIDA ON THIS ___DAY OF _____ 2018.

_____
JOSEPH E. BARRETT
P.S.M. COUNTY SURVEYOR
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 6260

SURVEYOR'S CERTIFICATE

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS PLAT IS A TRUE AND CORRECT PRESENTATION OF THE LAND DESCRIBED HEREIN, THAT SAID LAND HAS BEEN SUBDIVIDED AS INDICATED, THAT THE PERMANENT REFERENCE MONUMENTS (P.R.M.) HAVE BEEN PLACED AS INDICATED, THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION AND THAT THE SURVEY DATA COMPLIES WITH ALL REQUIREMENTS OF THE PLAT ACT CHAPTER 177.011 - 177.151 FLORIDA STATUTES, AND THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17.050 TO 5J-17.026, FLORIDA ADMINISTRATION CODE.

Fred R. Thompson
FRED R. THOMPSON
FLORIDA REGISTRATION NO. 3021

NORTHWEST FLORIDA LAND SURVEYING, INC.
SURVEYING AND MAPPING BUISNESS NUMBER 7277
7142 BELGIUM CIRCLE
PENSACOLA, FL 32526
(850) 432-1052

ENGINEER'S CERTIFICATE

I HEREBY CERTIFY THAT I AM THE "ENGINEER" OF RECORD FOR SEAGRASS POINT. ALL PROPOSED PUBLIC ROADWAYS, DRAINAGE, AND OTHER IMPROVEMENTS WILL BE DESIGNED TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL DEVELOPMENT REQUIREMENTS.

10-24-18
DAVID FITZPATRICK PE., P.A.
PROFESSIONAL ENGINEER NO. 41818
STATE OF FLORIDA
LICENSED BUSINESS #8423

NOTICE:
-THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT.
-THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

DECLARATION OF RESTRICTIVE COVENANTS, OFFICIAL RECORDS BOOK _____, PAGE(S) _____

PLAT BOOK _____, PAGE _____

☑ APPROVE

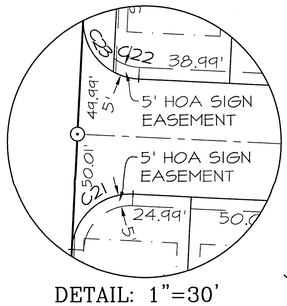
NORTHWEST FLORIDA LAND SURVEYING, INC.
A PROFESSIONAL SERVICE ORGANIZATION
7142 BELGIUM CIRCLE
Pensacola, Fl 32526
(850) 432-1052

THE RECORD PLAT OF:
SEAGRASS POINT
A 53 LOT SINGLE FAMILY RESIDENTIAL SUBDIVISION
LOCATED IN A PORTION OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA
OCTOBER 2018

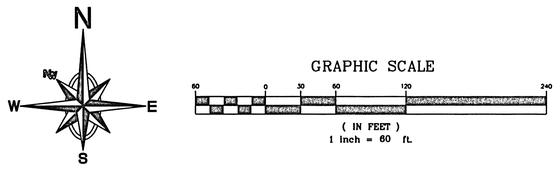
DAVID W. FITZPATRICK
PROFESSIONAL ENGINEER, P.A.
BOARD OF PROFESSIONAL REGULATION #00008423
10250 NORTH PALAFOX STREET
PENSACOLA, FL 32534
PH: (850)476-8677 FAX: (850)476-7708

CENTERLINE CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA-ANGLE	TANGENT	CHORD	CHORD-BEARING
CL1	78.54'	50.00'	90°00'00"	50.00	70.71'	N41°50'36"E
CL2	78.54'	50.00'	90°00'00"	50.00	70.71'	N42°09'24"W
PROPERTY LINE CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA-ANGLE	TANGENT	CHORD	CHORD-BEARING
C1	34.21'	25.00'	84°54'20"	25.00	35.35'	N42°09'44"W
C2	34.21'	25.00'	90°00'34"	25.00	35.36'	S41°50'15"W
C3	18.01'	75.00'	13°45'40"	9.05	17.97'	N85°57'44"E
C4	40.00'	75.00'	30°33'22"	20.49	34.53'	N63°48'14"E
C5	40.00'	75.00'	30°33'22"	20.49	34.53'	N33°14'52"E
C6	19.80'	75.00'	15°01'35"	9.96	19.74'	N10°24'23"E
C7	20.21'	75.00'	15°44'01"	10.42	20.64'	N03°03'36"W
C8	40.00'	75.00'	30°33'22"	20.49	34.53'	N28°15'12"W
C9	40.00'	75.00'	30°33'22"	20.49	34.53'	N58°48'34"W
C10	17.11'	75.00'	13°04'10"	8.59	17.07'	N80°37'19"W
C11	30.71'	25.00'	70°21'41"	17.68	28.81'	S51°53'31"E
C12	24.34'	50.00'	33°40'29"	15.13	28.41'	N33°21'52"W
C13	131.51'	50.00'	151°38'12"	252.45	98.10'	S50°52'41"W
C14	51.68'	50.00'	54°13'08"	28.42	49.41'	S51°32'54"E
C15	34.21'	25.00'	90°00'00"	25.00	35.36'	N42°09'24"W
C16	34.21'	25.00'	90°00'00"	25.00	35.36'	N41°50'36"E
C17	34.21'	25.00'	90°00'00"	25.00	35.36'	S42°09'24"E
C18	34.21'	25.00'	90°00'00"	25.00	35.36'	N41°50'36"E
C19	34.21'	25.00'	90°00'00"	25.00	35.36'	N42°09'24"W
C20	34.21'	25.00'	90°00'00"	25.00	35.36'	S41°50'36"W
C21	34.21'	25.00'	90°00'40"	25.00	35.36'	S41°50'16"W
C22	11.40'	25.00'	26°08'00"	5.80	11.30'	S74°05'24"E
C23	21.86'	25.00'	63°51'20"	15.58	26.44'	S24°05'44"E

JURISDICTION LINE TABLE		
LINE	LENGTH	BEARING
L1	30.52'	N02°31'11"E
L2	52.85'	N10°23'31"W
L3	18.80'	N18°36'10"W
L4	43.09'	N01°09'09"W
L5	23.31'	S10°22'03"W
L6	30.54'	S62°02'43"W
L7	39.42'	N38°59'31"W
L8	43.14'	N18°36'11"W
L9	34.58'	N28°40'44"W
L10	31.61'	N24°29'40"E
L11	21.85'	N24°23'12"E
L12	32.61'	N15°18'02"W
L13	33.21'	N50°47'16"W
L14	34.65'	S76°40'28"W
L15	29.10'	S46°32'31"W
L16	24.04'	S36°22'45"W
L17	40.17'	N87°36'52"W
L18	31.53'	S72°51'10"W
L19	31.46'	S65°45'15"W
L20	49.92'	S86°11'21"W
L21	56.84'	N11°39'34"W
L22	61.84'	N55°23'36"W
L23	64.48'	N31°44'51"W
L24	48.95'	N23°41'31"E
L25	28.28'	N64°11'57"E
L26	33.41'	S84°20'11"E
L27	41.30'	N82°12'25"E
L28	50.44'	N39°54'23"E
L29	39.32'	N42°07'44"E
L30	54.24'	N48°25'52"E
L31	54.20'	N21°21'51"E
L32	43.13'	N14°52'28"E
L33	54.36'	N15°54'24"E
L34	51.81'	N06°50'41"E
L35	63.41'	N06°01'03"W
L36	44.41'	N22°11'55"E
L37	28.55'	N06°46'21"E
L38	60.51'	N01°34'25"W
L39	54.21'	N38°31'54"W
L40	10.20'	N32°46'04"W
L41	465.25'	S61°09'24"E



DETAIL: 1"=30'



BAUER ROAD (C.R. 293, 100' R/W)

S 02°49'56" W 519.25'

N 02°49'56" E 400.00'

S 87°18'25" E 550.00'

S 87°18'25" E 681.76'

S 87°18'25" E 600.27'

N 87°09'24" W 1278.57'

PINFISH ROAD (50' PUBLIC R/W)

SANDSPUR LANE (50' PUBLIC R/W)

EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 11...
N 02°37'17" E 865.89'

50' WIDE HOA ACCESS EASEMENT O.R. BOOK 7124 PG. 386

UNPLATTED

UNPLATTED

NOT INCLUDED

SOUTH LINE OF SECTION 11...
TARKILN RIDGE ESTATES
PLAT BOOK 16 PAGE 17

POINT OF COMMENCEMENT
THE SOUTHWEST CORNER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA

POB

GPS~1

GPS~2

GPS~3

BLOCK A

BLOCK B

BLOCK C

BLOCK D

LOT 1 | LOT 2 | LOT 3 | LOT 4 | LOT 5 | LOT 6 | LOT 7 | LOT 8 | LOT 9 | LOT 10 | LOT 11

LOT 1 | LOT 2 | LOT 3 | LOT 4 | LOT 5 | LOT 6 | LOT 7 | LOT 8 | LOT 9 | LOT 10 | LOT 11 | LOT 12 | LOT 13 | LOT 14 | LOT 15 | LOT 16 | LOT 17 | LOT 18 | LOT 19 | LOT 20

LOT 1 | LOT 2 | LOT 3 | LOT 4 | LOT 5 | LOT 6 | LOT 7 | LOT 8 | LOT 9 | LOT 10 | LOT 11 | LOT 12 | LOT 13 | LOT 14

LOT 1 | LOT 2 | LOT 3 | LOT 4 | LOT 5 | LOT 6 | LOT 7 | LOT 8

LOT 4 | LOT 5 | LOT 6 | LOT 7 | LOT 8 | LOT 9 | LOT 10

LOT 1 | LOT 2 | LOT 3 | LOT 4 | LOT 5 | LOT 6 | LOT 7 | LOT 8 | LOT 9 | LOT 10

LOT 1 | LOT 2 | LOT 3 | LOT 4

LOT 4 | LOT 5 | LOT 6 | LOT 7 | LOT 8 | LOT 9 | LOT 10

PARCEL "A" DRY STORM WATER RETENTION POND (PUBLIC) 0.18 ACRES±

PARCEL "B" HOA OWNED FOR LANDSCAPING (PRIVATE) 0.03 ACRES±

PARCEL "C" HOA OWNED FOR RECREATION (PRIVATE) 1.36 ACRES±

PARCEL "D" CONSERVATION AREA (PRIVATE) 8.74 ACRES± O.R. BOOK_____ PAGE_____

WETLANDS 7.69 ACRES

FDEP, ACOE, NWFWMD, & ESCAMBIA COUNTY WETLAND JURISDICTION LINE AS FLAGGED BY WETLAND SCIENCES INC. APRIL 2017

UPLANDS

MAIL KIOSKS

UPLAND/WETLAND BUFFER

AIPD-2

NOTE:
WETLANDS, UPLAND/WETLAND BUFFER, AND CONSERVATION EASEMENT AREA SHALL REMAIN IN THEIR NATURAL STATE.

10.00' PRIVATE DRAINAGE EASEMENT 5' ON EACH SIDE LOT LINE (TYPICAL)

5' UTILITY/ACCESS EASEMENT (PUBLIC)

1.00' NON-ACCESS EASEMENT

14' PUBLIC DRAINAGE & ACCESS EASEMENT

5' HOA SIGN EASEMENT

DENOTES:
● ~ 1/2" CAPPED IRON ROD, NUMBERED 7271 (PLACED)
◎ ~ 1/2" CAPPED IRON ROD, ILLEGIBLE (FOUND)
⊡ ~ 4" SQUARE CONCRETE MONUMENT, NUMBERED 7271 (PLACED)
■ ~ 6" SQUARE CONCRETE MONUMENT, LABELED S.R.D. (FOUND)
● ~ 1/2" IRON ROD, UNNUMBERED (FOUND)
○ ~ 1/2" ALLOY CAPPED IRON ROD NUMBERED 7271 (PLACED)
R/W ~ RIGHT OF WAY
P.O.B. ~ POINT OF BEGINNING
P.C. ~ POINT OF CURVATURE
P.T. ~ POINT OF TANGENCY
P.I. ~ POINT OF INTERSECTION
R.P. ~ RADIUS POINT
(R) ~ RADIAL TO CURVE
(N.R.) ~ NON-RADIAL TO CURVE
S.R.D. ~ STATE ROAD DEPARTMENT
C.R. ~ COUNTY ROAD
H.O.A. ~ HOME OWNERS ASSOCIATION
B.S.L. ~ BUILDING SETBACK LINE
GPS ~ GLOBAL POSITIONING SYSTEM

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DECLARATION OF RESTRICTIVE COVENANTS, OFFICIAL RECORDS BOOK _____, PAGE(S) _____

PLAT BOOK _____, PAGE _____

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15078 **Growth Management Report 13. 1.**
BCC Regular Meeting **Consent**
Meeting Date: 11/01/2018
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:

December 6, 2018

A. 5:45 p.m. - A Public Hearing to amend the Official Zoning Map to include the following Rezonig cases to be heard by the Planning Board on November 8, 2018.

1.	**Case No.:**	**Z-2018-14**
	Address:	8925 Gulf Beach Highway
	Property Reference No.:	33-2S-31-2000-120-001
	From:	MDR, Medium Density Residential district (10 du/acre) and HC/LI, Heavy Commercial and Light Industrial district (25 du/acre)
	To:	HC/LI, Heavy Commercial and Light Industrial district (25 du/acre)
	FLU Category:	MU-U, Mixed-Use Urban
	Commissioner District	2
	Requested by:	Catalina Filip, Agent for Fil's Group, LLC, Owner
2.	**Case No.:**	**Z-2018-15**
	Address:	8939 Gulf Beach Highway
	Property Reference No.:	33-2S-31-1000-002-075
	From:	MDR, Medium Density Residential district (10 du/acre) and HC/LI, Heavy Commercial and Light Industrial district (25 du/acre)

To:	HC/LI-NA, Heavy Commercial and Light Industrial district, prohibiting the subsequent establishment of any microbreweries, microdistilleries, microwineries, bars, nightclubs, or adult entertainment uses (25 du/acre)
FLU Category:	MU-U, Mixed-Use Urban
Commissioner District	2
Requested by:	Wiley C. “Buddy” Page, Agent for Gulf Beach Self Storage, Inc., Owner

3. Case No.: *Z-2018-16*

Address:	1250 Fairchild Street
Property Reference No.:	30-1S-30-1101-000-000
From:	HC/LI, Heavy Commercial and Light Industrial district (25 du/acre)
To:	HDR, High Density Residential district (18 du/acre)
FLU Category:	MU-U, Mixed-Use Urban
Commissioner District:	4
Requested by:	Wiley C. “Buddy” Page, Agent for James Campbell, Jr., Owner

4. Case No.: *Z-2018-17*

Address:	8891 Burning Tree Road
Property Reference No.:	06-1S-30-1000-000-024
Northern Portion:	
From:	Rec, Recreation district (du density limited to vested development)
To:	MDR, Medium Density Residential district (10 du/acre)
Southern Portion:	
From:	Rec, Recreation district (du density limited to vested development)
To:	Com, Commercial district (25 du/acre)
FLU Category:	MU-U, Mixed-Use Urban
Commissioner District:	5
Requested by:	Wiley C. “Buddy” Page, Agent for RNL Investment Group, LLC, Owner

5. Case No.: *Z-2018-18*

Address:	5950 West Nine Mile Road

Property Reference No.:	06-1S-31-4402-000-001
From:	LDR, Low Density Residential district (four du/acre)
To:	HDMU, High Density Mixed-use district (25 du/acre)
FLU Category:	MU-S, Mixed-Use Suburban
Commissioner District:	1
Requested by:	Kshitij Patel, Agent for Michael and Tammy Matcke, Owner

B. 5:46 p.m. - A Public Hearing - Vested Rights Determination - 3411 John Street - VRD-2018-01

Summary: In 2011, the applicant applied for and was granted a rezoning from R-4 to R-5, which is now HDMU zoning for the parcel located at 3411 John Street. Following the approval of the rezoning, the applicant became ill and was not able to go forward with placing a home on the lot. The applicant has since purchased a mobile home for the lot.

C. 5:47 p.m. - A Public Hearing - Medical Marijuana Ordinance (second of two public hearings)

Summary: Section 381.986, Florida Statutes (2018), and Florida Administrative Code Chapter 64-4 authorize a limited number of dispensing organizations throughout the State of Florida to cultivate and process medical cannabis for use by qualified patients. The dispensing organizations must be approved by the Florida Department of Health and, once approved, are subject to state regulation and oversight. The Escambia Board of County Commissioners finds that it is in the best interests of the health, safety, and welfare of its citizens to authorize Medical Marijuana Treatment Centers within the boundaries of the County.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15037 **County Administrator's Report 13. 1.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 11/01/2018
Issue: 5:32 p.m. Public Hearing Request to Adopt the Uniform Method of Collection Resolution
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Scheduling a Public Hearing for Adopting the Uniform Method of Collection for Non-Ad Valorem Special Assessments Resolution - Stephan Hall, Budget Manager, Management and Budget Services

That the Board authorize the scheduling of a Public Hearing on December 6, 2018, at 5:32 p.m., to consider adopting a Resolution establishing its intent to use the Uniform Method of Collection for Non-Ad Valorem Special Assessments, as provided in Florida Statutes 197.3632.

BACKGROUND:

The Uniform Method of Collection as authorized in Florida Statute 197.3632 provides that the County adopt a Resolution prior to January 1 or if the Property Appraiser and Tax Collector agree, March 1. The Resolution must be advertised four (4) consecutive weeks in a newspaper of general circulation, and this will happen during November 2018. The Uniform Method of Collection of the Municipal Services Benefit Unit (MSBU) assessments will increase the collection of the assessments and reduce the administrative costs by eliminating duplicated preparation and mailing of tax notices.

Prior to the assessment of the non-ad valorem assessments under the Uniform Method, the following steps must take place:

1. Public Hearing to adopt the Uniform Method by Resolution
2. Agreements are approved with the Tax Collector and Property Appraiser's Office.
3. First class notices mailed to each affected property owner notifying them of a

new assessment to be levied and the place and time of a public hearing to be held between June 1 and September 15.
4. Public Hearing is held by the Board to adopt the MSBU assessment roll.
5. Assessment roll is transmitted to the Tax Collector's Office for billing.

BUDGETARY IMPACT:

This Resolution for the Uniform Method of Collection will apply to Non-Ad Valorem Special Assessments to be collected in Fiscal Year 2019/2020.

LEGAL CONSIDERATIONS/SIGN-OFF:

Compliance with Florida Statute 197.3632.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Non-Ad Valorem Special Assessments will be consolidated with the Ad Valorem Property Tax Bills issued by the Tax Collector and will be subject to the tax lien process if not paid by March 31.

IMPLEMENTATION/COORDINATION:

1. By June 1, the Property Appraiser provides the tax parcel information to the County.
2. Twenty (20) days prior to the public hearing to adopt the assessment roll, the County must advertise in the newspaper the boundaries of the assessment districts and notice of the public hearing to adopt the assessment roll by first class mail to the affected property owners when the assessment is collected under the uniform method for the first time.
3. The County must hold a public hearing to adopt the assessment roll no later than September 15.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15057 **County Administrator's Report 13. 2.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 11/01/2018
Issue: Amendment to the Escambia County Behavioral Health Transportation Plan
From: Mike Weaver, Department Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Amendment to the Escambia County Behavioral Health Transportation Plan - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the Escambia County Behavioral Health Transportation Plan:

A. Adopt the revised Escambia County Behavioral Health Transportation Plan (BHTP); and

B. Authorize the Public Safety Department staff to transmit the adopted Plan to the State of Florida for acceptance.

BACKGROUND:

In accordance with Florida Statute Chapter 394, Part 1, Florida Mental Health Act or the “Baker Act”, Florida Statute Chapter 397, Hal S. Marchman Alcohol and Other Drug Services Act of 1993, and Senate Bill 12, a plan has been developed to organize a centralized system for acute care services. This transportation plan requires approval by the Escambia County Board of County Commissioners. Upon approval, this document will serve as the transportation plan for Escambia County per legislative intent.

The intent of this plan is:

1. An arrangement centralizing and improving the provision of services within a county, which may include an exception to the requirement for transportation to the nearest receiving facility.

2. An arrangement by which a facility may provide, in addition to required psychiatric and addiction services, an environment and services which are uniquely tailored to the needs of an identified group of persons with special needs, such as persons with hearing impairments or visual impairments, or elderly persons with physical frailties; or

3. A specialized transportation system that provides an efficient and humane method of transporting patients to receiving facilities, among receiving facilities, and to treatment facilities.

The Plan will insure that individuals on an involuntary Baker Act/Marchman Act will obtain immediate access to acute care services and will reduce the need for inter-hospital transfers for psychiatric and addiction services. Coordination of services among providers in Northwest Florida will continue to meet individual needs. Attached herein is the Escambia County BHTP for reference.

This document was prepared primarily by the Escambia County Emergency Management Department, with oversight from Transportation and Traffic Operations Division and in coordination with the Escambia County Sheriff's Office and other local agencies.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

No additional personnel is anticipated for the approval of this Plan.

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon approval, Public Safety staff will coordinate and submit the plan to the State of Florida for acceptance.

Attachments

Revised Escambia County Mental Health Transportation Plan

ESCAMBIA COUNTY BEHAVIORAL HEALTH

TRANSPORTATION PLAN

2017

ESCAMBIA COUNTY BEHAVIORAL HEALTH
TRANSPORTATION PLAN

Page

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Collaboration & System Oversight……7

Escambia County Behavioral Health Transportation Plan

Introduction

In accordance with Florida Statute Chapter 394, Part 1, Florida Mental Health Act or the "Baker Act", Florida Statute Chapter 397, Hal S. Marchman Alcohol and Other Drug Services Act of 1993, and Senate Bill 12, a plan has been developed to organize a centralized system for acute care services. This transportation plan requires approval by the Escambia County Board of County Commissioners. Upon approval, this document will serve as the transportation plan for Escambia County per legislative intent.

The intent of this plan is:

1. An arrangement centralizing and improving the provision of services within a county, which may include an exception to the requirement for transportation to the nearest receiving facility.
2. An arrangement by which a facility may provide, in addition to require psychiatric and addiction services, an environment and services which are uniquely tailored to the needs of an identified group of persons with special needs, such as persons with hearing impairments or visual impairments, or elderly persons with physical frailties; or
3. A specialized transportation system that provides an efficient and humane method of transporting patients to receiving facilities, among receiving facilities, and to treatment facilities.

Escambia County Transportation Plan Working Group

The stakeholders for this plan are:

Escambia County Board of County Commissioners

Big Bend Community Based Care

Escambia County Emergency Medical Services

Atmore Ambulance

U.S. Navy Fire/Rescue

Lifeguard Ambulance Service

Escambia County Department of Corrections

Escambia County Sheriff's Office

Pensacola Police Department

University of West Florida Police Department

Pensacola State College Policy Department

Escambia County Transportation Division

Lakeview Center

West Florida Hospital

Sacred Heart Hospital

Baptist Hospital

Purpose

This plan will establish a centralized Baker Act/Marchman Act system, known as the Escambia County Transportation Plan. The Plan will insure that individuals on an involuntary Baker Act/Marchman Act will obtain immediate access to acute care services and will reduce the need for inter-hospital transfers for psychiatric and addiction services. Coordination of services among providers in Northwest Florida will continue to meet individual needs.

Definitions:

Involuntary Examination:	An examination performed pursuant to F.S. 394.463 to determine if an individual qualifies for involuntary inpatient treatment under F.S. 394.467(1) or involuntary outpatient treatment under F.S. 394.4655(1).
Mental Illness:	An impairment of the mental or emotional processes that exercise conscious control over one's actions or the ability to perceive or understand reality, which impairment substantially interferes with the person's ability to meet the ordinary demands of living. For the purposes of the Baker Act, the term does not include retardation or developmental disability, intoxication, or conditions manifested only by antisocial behavior or substance abuse impairment.
Patient:	Any person who is held or accepted for mental health treatment pursuant to the Baker Act/Marchman Act.
Baker Act:	The Florida Mental Health Act.
Marchman Act:	The Hal S. Marchman Alcohol and Other Drug Services Act
Receiving Facility:	Any public or private facility designated to receive and hold involuntary patients under emergency conditions or for psychiatric evaluation and to provide short-term treatment.

Private Receiving Facility: Any hospital or facility operated by a for-profit or not-for-profit corporation or association that provides mental health services and is not a public facility.

Public Receiving Facility: Any facility that has contracted with the Department of Children and Families to provide mental health services to all persons, regardless of their ability to pay, and is receiving state funds for such purpose.

Transport and Medical Treatment:

The Plan calls for all law enforcement agencies in Escambia County to transport:

1. Adults on an involuntary Baker Act to the nearest receiving facility, either Baptist Hospital (Pensacola), Lakeview Center, West Florida Hospital.
2. Adults on an involuntary Marchman Act to the nearest hospital emergency room.
3. Youth under the age of 18 years on an involuntary Baker Act to the nearest receiving facility, either Baptist Behavioral Medicine, Lakeview Center, or West Florida Hospital.
4. Youth under the age of 18 years on an involuntary Marchman Act to the nearest hospital emergency room.

The law enforcement officer, who initiates custody of a person under the Baker Act or involuntary Marchman Act, and in which case there are no acute medical concerns requiring ambulance transport to the nearest hospital, shall deliver the patient to the nearest receiving facility unless otherwise stipulated by amendment to this plan, or when doing so compromises the health, safety, and welfare of individual in custody.

Medical Treatment

Individuals in Escambia County needing acute medical treatment should be handled according to Escambia County EMS Medical Transport Protocols and transported by ambulance to the closest appropriate facility for medical care (either West Florida, Baptist, Sacred Heart, Jay or Gulf Breeze).

Baker Act Transportation:

Law enforcement agencies in Escambia County and Escambia County EMS (or EMS agencies under the direction of Escambia County EMS) remain the responsible parties to transport those individuals in need of mental health services under the Baker Act to the appropriate receiving facilities.

Transportation between facilities is coordinated by the transferring facility. Law enforcement is not responsible to transport individuals from one facility to another unless the individual has criminal charges. In that case, law enforcement agency having jurisdiction shall be notified prior to transfer and will provide the transportation.

Marchman Act Transportation:

An individual being detained under a Marchman Act order should be transported to the nearest hospital emergency room by law enforcement or Escambia County EMS (or EMS agencies as directed by ECEMS).

If the individual being detained by a Marchman Act order is combative, law enforcement will transport the individual to a facility appropriate for the detainee.

Criminal Offenses Transportation:

Law enforcement will transport individuals who meet the criteria for involuntary examination under the Baker Act directly to the Escambia County Jail if charged with a violent misdemeanor or felony crime. Once the individual has completed the booking process, the Escambia County Jail shall be responsible for promptly arranging for the examination of the individual by the appropriate receiving facility.

Individuals who meet the criteria for involuntary examination and who are in custody under the Baker Act for non-violent misdemeanors or non-felony criminal traffic offenses shall be transported to the appropriate receiving facility prior to being booked on the criminal charges. Law enforcement will inform the personnel at the receiving facility of any pending criminal charges of a patient taken into custody under the Baker Act and the receiving facilities will notify law enforcement when the patient is pending discharge.

Inter-facility Transportation

Baker Act and Marchman Act patients that need transportation between medical facilities will be transported by ambulance or another approved transport provider.

System Capacity:

- Baptist Hospital Inc., located at 1000 West Moreno St., Pensacola, Florida is a private receiving facility licensed by the Agency for Health Care Administration (AHCA) to operate 60 beds for adults and 26 beds for minors.

- Lakeview Center Inc., located at 1304 West Avery St., Pensacola, Florida is a public receiving facility licensed by (ACHA) and the Department of Children and Families (DCF) to operate 10 integrated Crisis Stabilization Unit (CSU) and Addiction Receiving Facility (ARF) beds.

- West Florida Regional Medical Center Inc., located at 8383 North Davis Highway, Pensacola, Florida is a private receiving facility licensed by the Agency for Health Care Administration to operating 56 adult beds. Included in these beds is a specialty unit for geriatrics.
- The following hospitals are not receiving facilities, but are responsible to evaluate, treat and transfer persons in need of mental health and addiction treatment as part of their emergency department. This is in accordance with federal (EMTALA) emergency care rules and the medical treatment aspect of the plan. In addition they may be the nearest facility for emergency assessment and stabilization under Florida statute 397.679 (Marchman Act) also as provide for in 394.462 2 (g):

    - Gulf Breeze Hospital located at 1110 Gulf Breeze Parkway, Gulf Breeze Florida
    - Jay Hospital located at 14114 Alabama St. Jay, Florida,
    - Sacred Hearth Hospital located at 5151 North 9th Avenue, Pensacola, Florida,

End-Point Goals and Objectives:

The following objectives are expected to be met by establishing a transportation plan in Escambia County:

- Implement a coordinated system of transportation and access to psychiatric services for individuals under a Baker Act order and substance abuse services for aindividuals under a Marchman Act order in Escambia County.
- Provide a dignified, humane, and streamlined method of transportation to and among acute care facilities, and for individuals in need of acute psychiatric care from nursing homes, assisted living facilities or other residential settings.
- Assist law enforcement and EMS in Escambia County in the efficient transport of individuals in need of services to the most appropriate facility.
- Enhance the ability to fully utilize the capacity of acute care services in the County and reduce the unnecessary delay of transfers between facilities.
- Ensure continuity and coordination of care among providers.

Interorganizational Collaboration and System Oversight:

In an effort to provide a coordinated system of care for individuals requiring a Baker Act/Marchman Act, this plan authorizes the members of the Escambia County Public Safety, Escambia County Law Enforcement and hospitals in Escambia County to meet in order to resolve complaints, grievances, and disputes which may arise during implementation of the plan, and to evaluate areas of strength and/or improvement. These agencies are empowered by this Transportation Plan to approve interagency agreements, as well as coordinate other services needed for individuals beyond acute care services.

System Oversight of the transportation plan will be provided by the BakerAct/Marchman Act Coordinator's Interagency Group chaired by the Big Bend Managing entity and attended by Escambia County Public Safety/EMS, area receiving facilities, hospitals, Department of Children and Families and Law enforcement representatives.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15062 **County Administrator's Report 13. 3.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 11/01/2018
Issue: Florida Medicare Provider Revalidation Request for Additional Information
From: Mike Weaver, Department Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Florida Medicare Provider Revalidation Request for Additional Information - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the Health & Human Services, USA, Centers for Medicare & Medicaid Services, Medicare Enrollment Application, CMS-855B:

A. Approve and authorize Michael D. Weaver to sign the Department of Health & Human Services, USA, Centers for Medicare & Medicaid Services, Medicare Enrollment Application, CMS-855B, as authorized official, for revalidation of Escambia County Board of County Commissioners, D/B/A Escambia County EMS (Emergency Medical Services), as a Florida Medicare Provider;

B. Approve and authorize Tamika Williams, Public Safety Business Operations Manager and Shandra Jenkins, EMS Billing Manager as being the Delegated Official and Contact Person which will allow them to speak with Medicare on behalf of Escambia County BCC regarding the account; and

C. Authorize the submittal of the additional supporting documentation as requested by Medicare Provider Enrollment.

BACKGROUND:

The Department of Health & Human Services, Centers for Medicare & Medicare Services is conducting a revalidation project for all currently enrolled Medicare Providers. Medicare requires all enrolled providers to revalidate enrollment, at least, every five years. Revalidation requires the provider to complete the application as if it is a new, non-enrolled provider. Non response to the request for revalidation will result in withholding of Medicare payments for services provided by Escambia County EMS and, subsequently, the deactivation of its Medicare billing privileges.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires that agreements be approved by it.

IMPLEMENTATION/COORDINATION:

Tamika Williams, Public Safety Business Operations Manager, will be responsible to ensure that the additional requested documents will be submitted within the established timeframe.

Attachments

Notification Letter
Required Documentation
Supporting Documents
Supporting Documents

FIRST COAST
SERVICE OPTIONS, INC.
WHEN EXPERIENCE COUNTS & QUALITY MATTERS

A CMS-Contracted Medicare Administrative Contractor

CMS
CENTERS FOR MEDICARE & MEDICAID SERVICES

MEDICARE

September 27, 2018

Escambia Co Board Of County Commiss
Attn: Jeff W Bergosh
221 Palafox Place
Suite 130
Pensacola, FL 32502-5833

CCN: 251722201080-001
PTAN: A0431
NPI: 1518960426

Dear Escambia Co Board Of County Commiss:

We have received your Medicare enrollment application(s). We may reject your application(s) if you do not furnish complete information within **30 calendar days** from the postmarked date of this letter pursuant to **42 CFR §424.525**. In order to complete processing your application(s), please make the following revisions and/or supply the requested supporting documentation:

Section 6A: Individuals with Ownership Interest and/or Managing Control - Identification Information

If you are changing, adding or deleting information check the applicable box, furnish the effective date, and complete the appropriate fields in this section. The name, date of birth, and social security number of each person listed in this section must coincide with the individual's information as listed with the Social Security Administration.

Indicate Change, Add, or Delete (Check box and indicate effective date mm/dd/yyyy)
Name (Full Name)
Social Security Number (required)
Date of Birth (mm/dd/yyyy)
Place of Birth
Medicare Identification Number(s) (if issued)
National Provider Identifier (NPI) (if issued)
What is the above individual's relationship with the provider in Section 2B1? (check all that apply)

Copy of the current State license
Vehicle Information-Indicate Change, Add, or Delete (Check box as applicable and indicate effective date on the CMS-855 application mm/dd/yyyy)
Type (e.g.; automobile, aircraft, boat, etc)
Vehicle Identification Number
Make (e.g., Ford)
Model (e.g., 350T)
Year (yyyy)
Does this vehicle provide: Complete Questionnaire
Copy of each vehicle registration
Copies of licenses for at least one individual that is licensed as an emergency medical technician (EMT), Intermediate or an EMT-Paramedic

CMS-588 Electronic Funds Transfer (EFT) Form

You may complete only the requested section(s) of the CMS-588 EFT Form requested below, sign and date a new Part V Authorization Statement or you may download the newest version of the CMS-588 EFT Form from the CMS website at https://www.cms.gov/Medicare/CMS-Forms/CMS-Forms/CMS-Forms-List.html, complete it in its entirety and return the original.

EFT Supporting Documentation

Please submit a voided check or confirmation of the account information on bank letterhead. When submitting the bank letter documentation, it should contain the name on the account, electronic routing number, account number, type of account (checking or savings) and the bank officer's name and signature.

Please submit the requested revisions and/or supporting documentation within 30 days of the postmarked date of this letter to the address listed below:

Provider Enrollment
P.O. Box 3409
Mechanicsburg, PA 17055-1849
Attn: Yoandra Cueto

Finally, please attach a copy of this letter and the Application Delay page with your revised application(s). If you have any questions regarding this letter, please contact our office at 904-791-6287 between the hours of 8:00 AM – 4:00 PM ET.

For general questions, you may contact our Provider Enrollment Service Line at 888-845-8614 between the hours of 8:00 AM – 5:00 PM ET (Florida and U.S. Virgin Islands) or 8:00 AM – 4:00 PM ET (Puerto Rico) or for general questions regarding Medicare; contact our Provider Customer Service Department at:

- Florida and U.S. Virgin Islands: 866-454-9007 between the hours of 8:00 AM - 4:00 PM (Monday through Friday) ET
- Puerto Rico: 877-715-1921 between the hours of 8:00 AM - 4:00 PM (Monday through Friday) ET

Sincerely,

Yoandra Cueto
Medicare Provider Enrollment
First Coast Service Options, Inc.

♦Application Delay♦

♦Request for Additional Information♦

Please review the attached letter explaining incomplete and/or missing information on your recently submitted enrollment application. Provide all information as quickly as possible to help expedite the processing of your application. Failure to respond to this request could result in closure of your application as well as revocation of your existing billing number (if applicable).

Today's Date:	Date Information Must Be Returned:
September 27, 2018	October 27, 2018

Tracking Number:

251722201080-001

Enrollment Analyst:

Yoandra Cueto Phone number 904-791-6287

In order to match the requested information with the original application, submit all information **along with this form** using the method indicated below:

Mail to:

Provider Enrollment
P.O. Box 3409
Mechanicsburg, PA 17055-1849
Attn: Yoandra Cueto

♦Application Delay♦

♦Request for Additional Information♦

Please review the attached letter explaining incomplete and/or missing information on your recently submitted enrollment application. Provide all information as quickly as possible to help expedite the processing of your application. Failure to respond to this request could result in closure of your application as well as revocation of your existing billing number (if applicable).

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Tracking Number:

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Enrollment Analyst:

Yoandra Cueto Phone number 904-791-6287

In order to match the requested information with the original application, submit all information **along with this form** using the method indicated below:

Mail to:

Provider Enrollment
P.O. Box 3409
Mechanicsburg, PA 17055-1849
Attn: Yoandra Cueto

♦Application Delay♦

♦Request for Additional Information♦

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September 27, 2018	October 27, 2018

Tracking Number:

251722201080-001

Enrollment Analyst:

Yoandra Cueto Phone number 904-791-6287

In order to match the requested information with the original application, submit all information **along with this form** using the method indicated below:

Mail to:

Provider Enrollment
P.O. Box 3409
Mechanicsburg, PA 17055-1849
Attn: Yoandra Cueto

SECTION 6: OWNERSHIP INTEREST AND/OR MANAGING CONTROL INFORMATION (INDIVIDUALS) *(Continued)*

A. Individuals with Ownership Interest and/or Managing Control—Identification Information

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

CHECK ONE	☐ CHANGE	☐ ADD	☐ DELETE
DATE *(mm/dd/yyyy)*			

The name, date of birth, and social security number of each person listed in this Section must coincide with the individual's information as listed with the Social Security Administration.

First Name	Middle Initial	Last Name	Jr., Sr., etc.	Title

Date of Birth *(mm/dd/yyyy)*	Place of Birth *(State)*	Country of Birth

Social Security Number *(Required)*	Medicare Identification Number *(if issued)*	NPI *(if issued)*

What is the above individual's relationship with the supplier in Section 2B1? *(Check all that apply.)*

☐ 5 Percent or Greater Direct/Indirect Owner
☐ Authorized Official
☐ Delegated Official
☐ Partner
☐ Director/Officer
☐ Contracted Managing Employee
☐ Managing Employee (W-2)

What is the effective date this owner acquired ownership of the provider identified in Section 2B1 of this application? *(mm/dd/yyyy)* _____

What is the effective date this individual acquired managing control of the provider identified in Section 2B1 of this application? *(mm/dd/yyyy)* _____

NOTE: Furnish both dates if applicable.

SECTION 6: OWNERSHIP INTEREST AND/OR MANAGING CONTROL INFORMATION (INDIVIDUALS) *(Continued)*

B. Final Adverse Legal Action History

Complete this section for the individual reported in Section 6A above. If reporting a change to existing information, check "change," provide the effective date of the change and complete the appropriate fields in this section.

☐ Change
Effective Date:_____

1. Has this individual in Section 6A above, under any current or former name or business identity, ever had a final adverse legal action listed on page 13 of this application imposed against him/her?

   ☐ YES–Continue Below ☒ NO–Skip to Section 8

2. If YES, report each final adverse legal action, when it occurred, the Federal or State agency or the court/administrative body that imposed the action, and the resolution, if any.

   Attach a copy of the final adverse legal action documentation and resolution.

FINAL ADVERSE LEGAL ACTION	DATE	TAKEN BY	RESOLUTION

SECTION 13: CONTACT PERSON

If questions arise during the processing of this application, the fee-for-service contractor will contact the individual shown below. If the contact person is either an authorized or delegated official, check the appropriate box below.

☐ Contact an Authorized Official listed in Section 15.

☒ Contact a Delegated Official listed in Section 16.

First Name	Middle Initial	Last Name	Jr., Sr., etc.
Tamika	L	Williams	Div. Manager

Telephone Number	Fax Number *(if applicable)*	E-mail Address *(if applicable)*
(850) 471-6425	(850) 471-6515	tlwilliams@myescambia.com

Address Line 1 *(Street Name and Number)*

6575 North W Street

Address Line 2 *(Suite, Room, etc.)*

City/Town	State	ZIP Code + 4
Pensacola	32505	1714

SECTION 14: PENALTIES FOR FALSIFYING INFORMATION

This section explains the penalties for deliberately falsifying information in this application to gain or maintain enrollment in the Medicare program.

1. 18 U.S.C. § 1001 authorizes criminal penalties against an individual who, in any matter within the jurisdiction of any department or agency of the United States, knowingly and willfully falsifies, conceals or covers up by any trick, scheme or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry.

   Individual offenders are subject to fines of up to $250,000 and imprisonment for up to five years. Offenders that are organizations are subject to fines of up to $500,000 (18 U.S.C. § 3571). Section 3571(d) also authorizes fines of up to twice the gross gain derived by the offender if it is greater than the amount specifically authorized by the sentencing statute.

2. Section 1128B(a)(1) of the Social Security Act authorizes criminal penalties against any individual who, "knowingly and willfully," makes or causes to be made any false statement or representation of a material fact in any application for any benefit or payment under a Federal health care program.

   The offender is subject to fines of up to $25,000 and/or imprisonment for up to five years.

3. The Civil False Claims Act, 31 U.S.C. § 3729, imposes civil liability, in part, on any person who:

   a) knowingly presents, or causes to be presented, to an officer or any employee of the United States Government a false or fraudulent claim for payment or approval;

   b) knowingly makes, uses, or causes to be made or used, a false record or statement to get a false or fraudulent claim paid or approved by the Government; or

   c) conspires to defraud the Government by getting a false or fraudulent claim allowed or paid.

   The Act imposes a civil penalty of $5,000 to $10,000 per violation, plus three times the amount of damages sustained by the Government.

SECTION 14: PENALTIES FOR FALSIFYING INFORMATION *(Continued)*

4. Section 1128A(a)(1) of the Social Security Act imposes civil liability, in part, on any person (including an organization, agency or other entity) that knowingly presents or causes to be presented to an officer, employee, or agent of the United States, or of any department or agency thereof, or of any State agency...a claim...that the Secretary determines is for a medical or other item or service that the person knows or should know:

   a) was not provided as claimed; and/or

   b) the claim is false or fraudulent.

   This provision authorizes a civil monetary penalty of up to $10,000 for each item or service, an assessment of up to three times the amount claimed, and exclusion from participation in the Medicare program and State health care programs.

5. 18 U.S.C. 1035 authorizes criminal penalties against individuals in any matter involving a health care benefit program who knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact; or makes any materially false, fictitious, or fraudulent statements or representations, or makes or uses any materially false fictitious, or fraudulent statement or entry, in connection with the delivery of or payment for health care benefits, items or services. The individual shall be fined or imprisoned up to 5 years or both.

6. 18 U.S.C. 1347 authorizes criminal penalties against individuals who knowing and willfully execute, or attempt, to executive a scheme or artifice to defraud any health care benefit program, or to obtain, by means of false or fraudulent pretenses, representations, or promises, any of the money or property owned by or under the control of any, health care benefit program in connection with the delivery of or payment for health care benefits, items, or services. Individuals shall be fined or imprisoned up to 10 years or both. If the violation results in serious bodily injury, an individual will be fined or imprisoned up to 20 years, or both. If the violation results in death, the individual shall be fined or imprisoned for any term of years or for life, or both.

7. The government may assert common law claims such as "common law fraud," "money paid by mistake," and "unjust enrichment."

   Remedies include compensatory and punitive damages, restitution, and recovery of the amount of the unjust profit.

SECTION 13: CONTACT PERSON

If questions arise during the processing of this application, the fee-for-service contractor will contact the individual shown below. If the contact person is either an authorized or delegated official, check the appropriate box below.

☐ Contact an Authorized Official listed in Section 15.

☒ Contact a Delegated Official listed in Section 16.

First Name	Middle Initial	Last Name	Jr., Sr., etc.
Shandra	R	Jenkins	Billing Manager

Telephone Number	Fax Number *(if applicable)*	E-mail Address *(if applicable)*
(850) 471-6508	(850) 471-6515	srjenkins@myescambia.com

Address Line 1 *(Street Name and Number)*

6575 North W Street

Address Line 2 *(Suite, Room, etc.)*

City/Town	State	ZIP Code + 4
Pensacola	32505	1714

SECTION 14: PENALTIES FOR FALSIFYING INFORMATION

This section explains the penalties for deliberately falsifying information in this application to gain or maintain enrollment in the Medicare program.

1. 18 U.S.C. § 1001 authorizes criminal penalties against an individual who, in any matter within the jurisdiction of any department or agency of the United States, knowingly and willfully falsifies, conceals or covers up by any trick, scheme or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry.

   Individual offenders are subject to fines of up to $250,000 and imprisonment for up to five years. Offenders that are organizations are subject to fines of up to $500,000 (18 U.S.C. § 3571). Section 3571(d) also authorizes fines of up to twice the gross gain derived by the offender if it is greater than the amount specifically authorized by the sentencing statute.

2. Section 1128B(a)(1) of the Social Security Act authorizes criminal penalties against any individual who, "knowingly and willfully," makes or causes to be made any false statement or representation of a material fact in any application for any benefit or payment under a Federal health care program.

   The offender is subject to fines of up to $25,000 and/or imprisonment for up to five years.

3. The Civil False Claims Act, 31 U.S.C. § 3729, imposes civil liability, in part, on any person who:

   a) knowingly presents, or causes to be presented, to an officer or any employee of the United States Government a false or fraudulent claim for payment or approval;

   b) knowingly makes, uses, or causes to be made or used, a false record or statement to get a false or fraudulent claim paid or approved by the Government; or

   c) conspires to defraud the Government by getting a false or fraudulent claim allowed or paid.

   The Act imposes a civil penalty of $5,000 to $10,000 per violation, plus three times the amount of damages sustained by the Government.

SECTION 14: PENALTIES FOR FALSIFYING INFORMATION *(Continued)*

4. Section 1128A(a)(1) of the Social Security Act imposes civil liability, in part, on any person (including an organization, agency or other entity) that knowingly presents or causes to be presented to an officer, employee, or agent of the United States, or of any department or agency thereof, or of any State agency...a claim...that the Secretary determines is for a medical or other item or service that the person knows or should know:

   a) was not provided as claimed; and/or

   b) the claim is false or fraudulent.

   This provision authorizes a civil monetary penalty of up to $10,000 for each item or service, an assessment of up to three times the amount claimed, and exclusion from participation in the Medicare program and State health care programs.

5. 18 U.S.C. 1035 authorizes criminal penalties against individuals in any matter involving a health care benefit program who knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact; or makes any materially false, fictitious, or fraudulent statements or representations, or makes or uses any materially false fictitious, or fraudulent statement or entry, in connection with the delivery of or payment for health care benefits, items or services. The individual shall be fined or imprisoned up to 5 years or both.

6. 18 U.S.C. 1347 authorizes criminal penalties against individuals who knowing and willfully execute, or attempt, to executive a scheme or artifice to defraud any health care benefit program, or to obtain, by means of false or fraudulent pretenses, representations, or promises, any of the money or property owned by or under the control of any, health care benefit program in connection with the delivery of or payment for health care benefits, items, or services. Individuals shall be fined or imprisoned up to 10 years or both. If the violation results in serious bodily injury, an individual will be fined or imprisoned up to 20 years, or both. If the violation results in death, the individual shall be fined or imprisoned for any term of years or for life, or both.

7. The government may assert common law claims such as "common law fraud," "money paid by mistake," and "unjust enrichment."

   Remedies include compensatory and punitive damages, restitution, and recovery of the amount of the unjust profit.

SECTION 15: CERTIFICATION STATEMENT *(Continued)*

B. 1ST Authorized Official Signature

I have read the contents of this application. My signature legally and financially binds this supplier to the laws, regulations, and program instructions of the Medicare program. By my signature, I certify that the information contained herein is true, correct, and complete and I authorize the Medicare fee-for-service contractor to verify this information. If I become aware that any information in this application is not true, correct, or complete, I agree to notify the Medicare fee-for-service contractor of this fact in accordance with the time frames established in 42 CFR § 424.516.

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

CHECK ONE	☐ CHANGE	☒ ADD	☐ DELETE
DATE *(mm/dd/yyyy)*		10/12/2018	

Authorized Official's Information and Signature

First Name	Middle Initial	Last Name	Suffix *(e.g., Jr., Sr.)*
Michael	D	Weaver	

Telephone Number	Title/Position
(850) 471-6411	Public Safety Department Director

Authorized Official Signature *(First, Middle, Last Name, Jr., Sr., M.D., D.O., etc.)*	Date Signed *(mm/dd/yyyy)*

(blue ink preferred)

C. 2ND Authorized Official Signature

I have read the contents of this application. My signature legally and financially binds this supplier to the laws, regulations, and program instructions of the Medicare program. By my signature, I certify that the information contained herein is true, correct, and complete and I authorize the Medicare fee-for-service contractor to verify this information. If I become aware that any information in this application is not true, correct, or complete, I agree to notify the Medicare fee-for-service contractor of this fact in accordance with the time frames established in 42 CFR § 424.516.

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

CHECK ONE	☐ CHANGE	☐ ADD	☐ DELETE
DATE *(mm/dd/yyyy)*			

Authorized Official's Information and Signature

First Name	Middle Initial	Last Name	Suffix *(e.g., Jr., Sr.)*

Telephone Number	Title/Position

Authorized Official Signature *(First, Middle, Last Name, Jr., Sr., M.D., D.O., etc.)*	Date Signed *(mm/dd/yyyy)*

All signatures must be original and signed in ink (blue ink preferred). Applications with signatures deemed not original will not be processed. Stamped, faxed or copied signatures will not be accepted.

SECTION 16: DELEGATED OFFICIAL (OPTIONAL)

- You are not required to have a delegated official. However, if no delegated official is assigned, the authorized official(s) will be the only person(s) who can make changes and/or updates to the supplier's status in the Medicare program.
- The signature of a delegated official shall have the same force and effect as that of an authorized official, and shall legally and financially bind the supplier to the laws, regulations, and program instructions of the Medicare program. By his or her signature, the delegated official certifies that he or she has read the Certification Statement in Section 15 and agrees to adhere to all of the stated requirements. A delegated official also certifies that he/she meets the definition of a delegated official. When making changes and/or updates to the supplier's enrollment information maintained by the Medicare program, a delegated official certifies that the information provided is true, correct, and complete.
- Delegated officials being deleted do not have to sign or date this application.
- Independent contractors are not considered "employed" by the supplier, and therefore cannot be delegated officials.
- The signature(s) of an authorized official in Section 16 constitutes a legal delegation of authority to all delegated official(s) assigned in Section 16.
- If there are more than two individuals, copy and complete this section for each individual.

A. 1ST Delegated Official Signature

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

CHECK ONE	☐ CHANGE	☒ ADD	☐ DELETE
DATE *(mm/dd/yyyy)*		10/12/2018	

Delegated Official First Name	Middle Initial	Last Name	Suffix *(e.g., Jr., Sr.)*
Tamika	L	Williams	

Delegated Official Signature *(First, Middle, Last Name, Jr., Sr., M.D., D.O., etc.)*	Date Signed *(mm/dd/yyyy)*

☒ Check here if Delegated Official is a W-2 Employee	Telephone Number
	(850) 471-6425

Authorized Official's Signature Assigning this Delegation *(First, Middle, Last Name, Jr., Sr., M.D., D.O., etc.)*	Date Signed *(mm/dd/yyyy)*

(blue ink preferred)

SECTION 16: DELEGATED OFFICIAL (OPTIONAL)

B. 2ND Delegated Official Signature

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

CHECK ONE	☐ CHANGE	☒ ADD	☐ DELETE
DATE *(mm/dd/yyyy)*		10/12/2018	

Delegated Official First Name	Middle Initial	Last Name	Suffix *(e.g., Jr., Sr.)*
Shandra	R	Jenkins	

Delegated Official Signature *(First, Middle, Last Name, Jr., Sr., M.D., D.O., etc.)*	Date Signed *(mm/dd/yyyy)*

☒ Check here if Delegated Official is a W-2 Employee	Telephone Number

Authorized Official's Signature Assigning this Delegation *(First, Middle, Last Name, Jr., Sr., M.D., D.O., etc.)*	Date Signed *(mm/dd/yyyy)*

(blue ink preferred)

All signatures must be original and signed in ink (blue ink preferred). Applications with signatures deemed not original will not be processed. Stamped, faxed or copied signatures will not be accepted.

STATE OF FLORIDA
DEPARTMENT OF HEALTH
BUREAU OF EMERGENCY MEDICAL OVERSIGHT

ADVANCED LIFE SUPPORT SERVICE LICENSE

This is to certify that: **ESCAMBIA COUNTY PUBLIC SAFETY DEPARTMENT** **Provider Number # 1703**
Name of Provider

1000 WEST MORENO STREET, PENSACOLA, FLORIDA 32501
Address

has complied with Chapter 401, Florida Statutes, and Chapter 64J-1, Florida Administrative Code, and is authorized to operate as an Advanced Life Support Service subject to any and all limitations specified in the applicable Certificate(s) of Public Convenience and Necessity and/or Mutual Aid Agreements for the County(s) listed below:

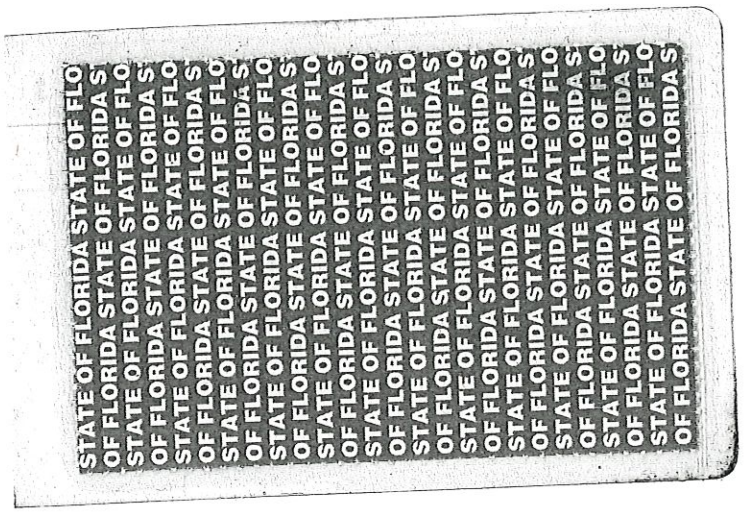
☐ **INTER-FACILITY** ☒ **TRANSPORT** ☐ **NON-TRANSPORT**

ESCAMBIA
County (s)

Steve A. McCoy
Emergency Medical Services Administrator
Florida Department of Health

THIS CERTIFICATE EXPIRES ON: 12/14/2018

This certificate shall be posted in the above mentioned establishment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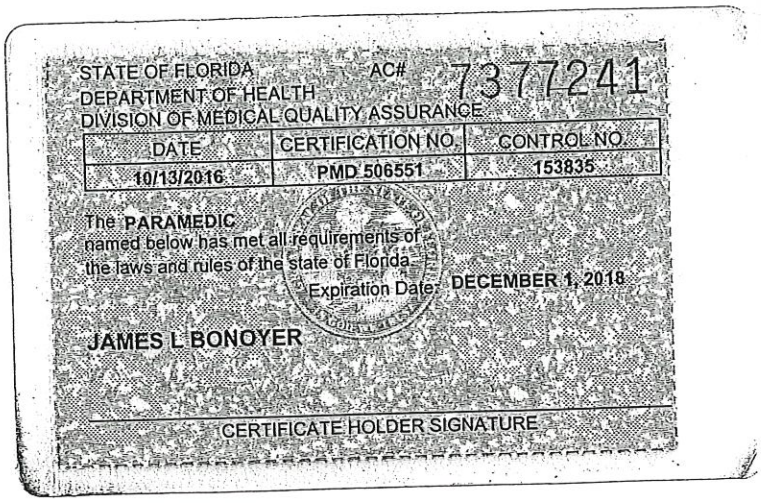
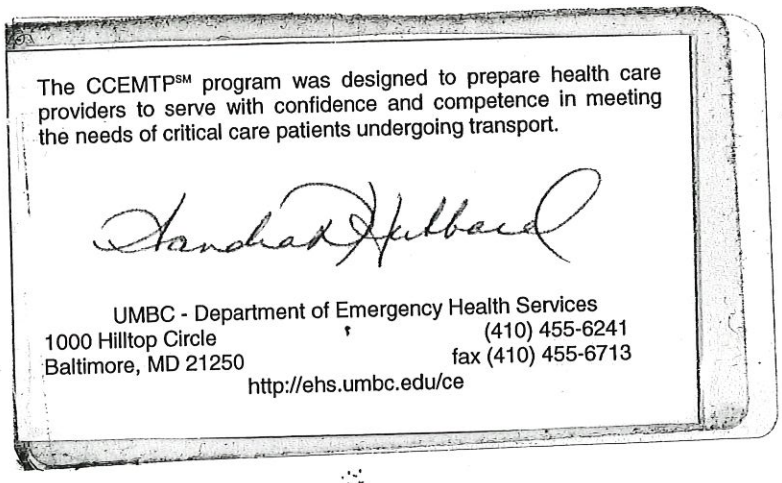
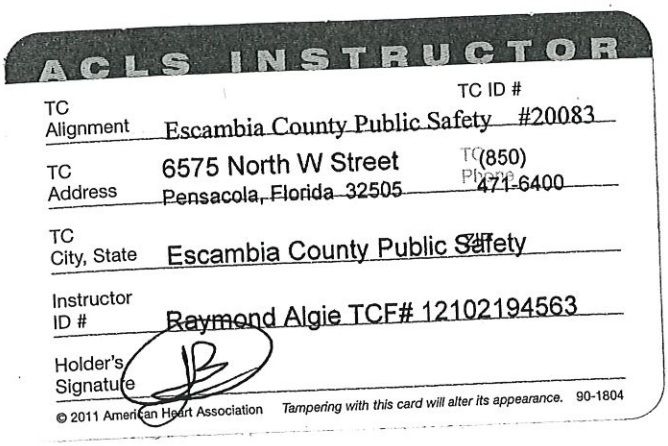

STATE OF FLORIDA
DEPARTMENT OF HEALTH
DIVISION OF MEDICAL QUALITY ASSURANCE
AC# 7377241
DATE
CERTIFICATION NO.
CONTROL NO.
10/13/2016
PMD 506551
153835
The PARAMEDIC
named below has met all requirements of
the laws and rules of the state of Florida.
Expiration Date: DECEMBER 1, 2018
JAMES L BONOYER
CERTIFICATE HOLDER SIGNATURE


The CCEMTP℠ program was designed to prepare health care providers to serve with confidence and competence in meeting the needs of critical care patients undergoing transport.
UMBC - Department of Emergency Health Services
1000 Hilltop Circle
Baltimore, MD 21250
(410) 455-6241
fax (410) 455-6713
http://ehs.umbc.edu/ce

Critical Care Emergency Medical Transport Program
JAMES L.S BONOYER
Student Number: 61903
Has successfully completed the renewal requirements for CCEMTP in accordance with the standards and guidelines established by the University of Maryland, Baltimore County.
Issue Date: 3/31/2017
Renewal Date: 3/31/2020



ACLS INSTRUCTOR

TC Alignment: Escambia County Public Safety — TC ID #: #20083

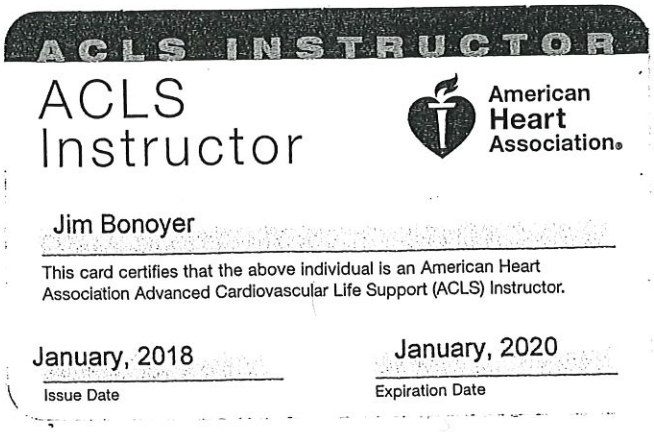
TC Address: 6575 North W Street, Pensacola, Florida 32505 — TC Phone: (850) 471-6400

TC City, State: Escambia County Public Safety — ZIP:

Instructor ID #: Raymond Algie TCF# 12102194563

Holder's Signature:

© 2011 American Heart Association *Tampering with this card will alter its appearance.* 90-1804



ACLS INSTRUCTOR

ACLS Instructor

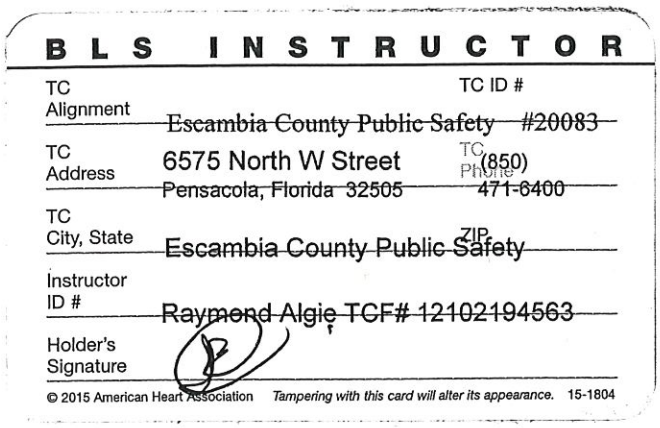
American Heart Association.

Jim Bonoyer

This card certifies that the above individual is an American Heart Association Advanced Cardiovascular Life Support (ACLS) Instructor.

January, 2018 — Issue Date

January, 2020 — Expiration Date



BLS INSTRUCTOR

TC Alignment: Escambia County Public Safety — TC ID #: #20083

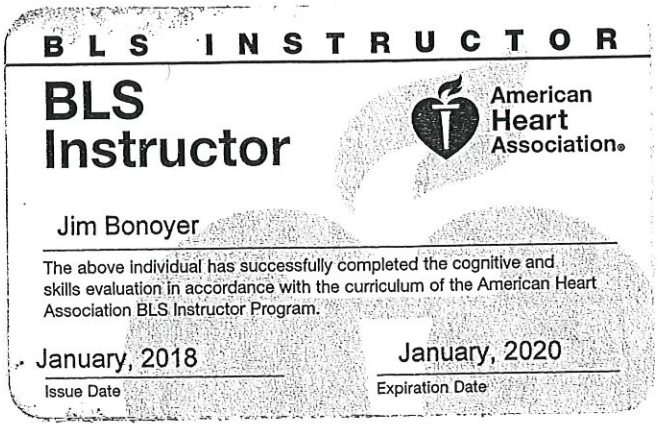
TC Address: 6575 North W Street, Pensacola, Florida 32505 — TC Phone: (850) 471-6400

TC City, State: Escambia County Public Safety — ZIP:

Instructor ID #: Raymond Algie TCF# 12102194563

Holder's Signature:

© 2015 American Heart Association *Tampering with this card will alter its appearance.* 15-1804



BLS INSTRUCTOR

BLS Instructor

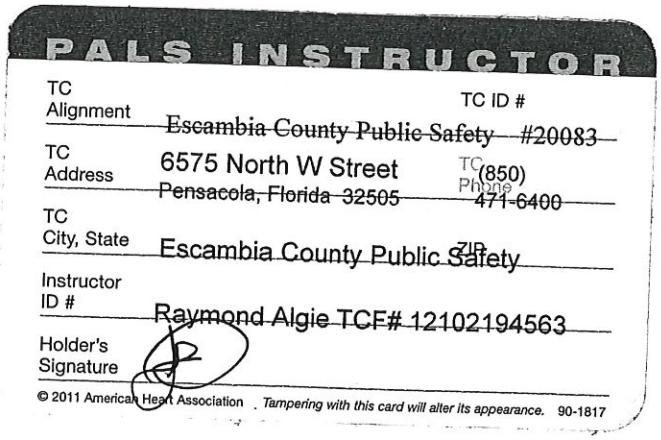
American Heart Association.

Jim Bonoyer

The above individual has successfully completed the cognitive and skills evaluation in accordance with the curriculum of the American Heart Association BLS Instructor Program.

January, 2018 — Issue Date

January, 2020 — Expiration Date



PALS INSTRUCTOR

TC Alignment: Escambia County Public Safety — TC ID #: #20083

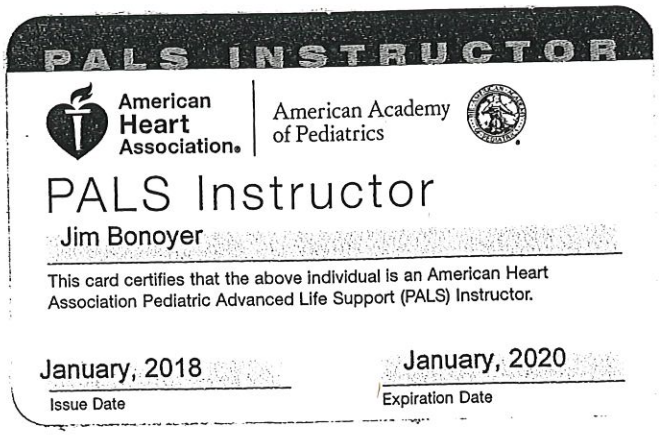
TC Address: 6575 North W Street, Pensacola, Florida 32505 — TC Phone: (850) 471-6400

TC City, State: Escambia County Public Safety — ZIP:

Instructor ID #: Raymond Algie TCF# 12102194563

Holder's Signature:

© 2011 American Heart Association *Tampering with this card will alter its appearance.* 90-1817



PALS INSTRUCTOR

American Heart Association. | American Academy of Pediatrics

PALS Instructor

Jim Bonoyer

This card certifies that the above individual is an American Heart Association Pediatric Advanced Life Support (PALS) Instructor.

January, 2018 — Issue Date

January, 2020 — Expiration Date

D. Vehicle Information

Complete this section with information about the vehicles used by this ambulance company and the services they provide. If there is more than one vehicle, copy and complete this section as needed. Attach a copy of each vehicle registration.

To qualify as an air ambulance supplier, the following is required:

- A written statement, signed by the President, Chief Executive Officer or Chief Operating Officer of the airport from where the aircraft is hangared that gives the name and address of the facility, and
- Proof that the enrolling ambulance company, or the company leasing the air ambulance vehicle to the enrolling ambulance company, possesses a valid charter flight license (FAA 135 Certificate) for the aircraft being used as an air ambulance. If the enrolling ambulance company owns the aircraft, the owner's name on the FAA 135 Certificate must be the same as the enrolling ambulance company's name (or the ambulance company owner as reported in Sections 5 or 6) in this application. If the enrolling ambulance company leases the aircraft from another company, a copy of the lease agreement must accompany this enrollment application.

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

CHECK ONE	☐ CHANGE	☒ ADD	☐ DELETE
DATE *(mm/dd/yyyy)*		10/12/2018	

Type *(automobile, aircraft, boat, etc.)*	Vehicle Identification Number
AUTOMOBILE	1FDUF4GT8DEB31298

Make *(e.g., Ford)*	Model *(e.g., 350T)*	Year *(yyyy)*
FORD	450 457-1	2013

Does this vehicle provide:					
Advanced life support (Level 1)	☒ YES	☐ NO	Specialty care transport	☒ YES	☐ NO
Advanced life support (Level 2)	☒ YES	☐ NO	Land ambulance	☒ YES	☐ NO
Basic life support	☒ YES	☐ NO	Air ambulance–fixed wing	☐ YES	☒ NO
Emergency runs	☒ YES	☐ NO	Air ambulance–rotary wing	☐ YES	☒ NO
Non-emergency runs	☒ YES	☐ NO	Marine ambulance	☐ YES	☒ NO

IM

EMS #60583

SECTION 320.0605, Flo
copy or a true copy of a rent
in possession of the operator or carried in the vehicle while the vehicle is being used or operated on the highways or streets of this state.

#8

SECTION 316.613, Florida Statutes, requires every operator of a motor vehicle while transporting a child in a passenger car, van or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide for protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat, for children aged 4 through 5 years, a separate carrier or seat belt may be used.

SECTION 627.733, Florida Statutes, requires mandatory Florida No-Fault Insurance to be maintained continuously throughout the entire registration period; failure to maintain the required coverage could result in suspension of your driver license and registration.

Mail To:
ESCAMBIA COUNTY FLORIDA
601 HWY 297A
CANTONMENT, FL 32533

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: Dept. of Highway Safety, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

CO/AGY 9 / 1 T# 773301149
B# 1493126

FLORIDA VEHICLE REGISTRATION

PLATE **COUN220549** DECAL Expires **NO EXPIRATION**

YR/MK	2013/HRTN	BODY	AM	COLOR	WHI	Reg. Tax	4.85	Class Code	97
VIN	1FDUF4GT8DEB31298			TITLE	113055876	Init. Reg.		Tax Months	0
Type	NVR	NET WT	13232			County Fee	3.00	Back Tax Mos	
						Mail Fee		Credit Class	97
DL/FEID	596000598-01					Sales Tax		Credit Months	0
Date Issued	10/9/2013	Plate Issued	12/22/2003	TRANSFER:	X	Voluntary Fees			
						Grand Total	7.85		

ESCAMBIA COUNTY FLORIDA
601 HWY 297A
CANTONMENT, FL 32533

White #
08

NVR - COUNTY VEHICLES

IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 20 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.
5. I understand that my driver license and registrations will be suspended immediately if the insurer denies the insurance information submitted for this registration.

D. Vehicle Information

Complete this section with information about the vehicles used by this ambulance company and the services they provide. If there is more than one vehicle, copy and complete this section as needed. Attach a copy of each vehicle registration.

To qualify as an air ambulance supplier, the following is required:

- A written statement, signed by the President, Chief Executive Officer or Chief Operating Officer of the airport from where the aircraft is hangared that gives the name and address of the facility, and
- Proof that the enrolling ambulance company, or the company leasing the air ambulance vehicle to the enrolling ambulance company, possesses a valid charter flight license (FAA 135 Certificate) for the aircraft being used as an air ambulance. If the enrolling ambulance company owns the aircraft, the owner's name on the FAA 135 Certificate must be the same as the enrolling ambulance company's name (or the ambulance company owner as reported in Sections 5 or 6) in this application. If the enrolling ambulance company leases the aircraft from another company, a copy of the lease agreement must accompany this enrollment application.

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

CHECK ONE	☐ CHANGE	☒ ADD	☐ DELETE
DATE *(mm/dd/yyyy)*		10/12/2018	

Type *(automobile, aircraft, boat, etc.)*	Vehicle Identification Number
AUTOMOBILE	1FDUF4GT3DEB37106

Make *(e.g., Ford)*	Model *(e.g., 350T)*	Year *(yyyy)*
FORD	450 457-1	2013

Does this vehicle provide:				
Advanced life support (Level 1)	☒ YES	☐ NO	Specialty care transport	☒ YES ☐ NO
Advanced life support (Level 2)	☒ YES	☐ NO	Land ambulance	☒ YES ☐ NO
Basic life support	☒ YES	☐ NO	Air ambulance–fixed wing	☐ YES ☒ NO
Emergency runs	☒ YES	☐ NO	Air ambulance–rotary wing	☐ YES ☒ NO
Non-emergency runs	☒ YES	☐ NO	Marine ambulance	☐ YES ☒ NO

EMS #60584

SECTION 320.0605, Flo
copy or a true copy of a rent
in possession of the operator or carried in the vehicle while the vehicle is being used or operated on the highways or streets of this state.

#13

SECTION 316.613, Florida Statutes, requires every operator of a motor vehicle while transporting a child in a passenger car, van or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide for protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat, for children aged 4 through 5 years, a separate carrier or seat belt may be used.

SECTION 627.733, Florida Statutes, requires mandatory Florida No-Fault Insurance to be maintained continuously throughout the entire registration period; failure to maintain the required coverage could result in suspension of your driver license and registration.

Mail To:
ESCAMBIA COUNTY FLORIDA
601 HWY 297A
CANTONMENT, FL 32533

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: Dept: of Highway Safety, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

CO/AGY 9 / 1 T# 773301949
B# 1493126

FLORIDA VEHICLE REGISTRATION

PLATE **COUN220551** DECAL Expires **NO EXPIRATION**

YR/MK	2013/HRTN	BODY	AM	COLOR	WHI	Reg. Tax	4.85	Class Code	97
VIN	1FDUF4GT3DEB37106			TITLE	113055918	Init. Reg.		Tax Months	0
Pl: ype	NVR	NET WT	13257			County Fee	3.00	Back Tax Mos	
						Mail Fee		Credit Class	97
DL/FEID	596000598-01					Sales Tax		Credit Months	0
Date Issued	10/9/2013	Plate Issued	12/22/2003	TRANSFER:	X	Voluntary Fees			
						Grand Total	7.85		

ESCAMBIA COUNTY FLORIDA
601 HWY 297A
CANTONMENT, FL 32533

IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 20 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.
5. I understand that my driver license and registrations will be suspended immediately if the insurer denies the insurance information submitted for this registration.

NVR - COUNTY VEHICLES

D. Vehicle Information

Complete this section with information about the vehicles used by this ambulance company and the services they provide. If there is more than one vehicle, copy and complete this section as needed. Attach a copy of each vehicle registration.

To qualify as an air ambulance supplier, the following is required:

- A written statement, signed by the President, Chief Executive Officer or Chief Operating Officer of the airport from where the aircraft is hangared that gives the name and address of the facility, and
- Proof that the enrolling ambulance company, or the company leasing the air ambulance vehicle to the enrolling ambulance company, possesses a valid charter flight license (FAA 135 Certificate) for the aircraft being used as an air ambulance. If the enrolling ambulance company owns the aircraft, the owner's name on the FAA 135 Certificate must be the same as the enrolling ambulance company's name (or the ambulance company owner as reported in Sections 5 or 6) in this application. If the enrolling ambulance company leases the aircraft from another company, a copy of the lease agreement must accompany this enrollment application.

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

CHECK ONE	☐ CHANGE	☒ ADD	☐ DELETE
DATE *(mm/dd/yyyy)*		10/12/2018	

Type *(automobile, aircraft, boat, etc.)*	Vehicle Identification Number
AUTOMOBILE	1FDUF4GT6DEB31297

Make *(e.g., Ford)*	Model *(e.g., 350T)*	Year *(yyyy)*
FORD	450 457-1	2013

Does this vehicle provide:				
Advanced life support (Level 1)	☒ YES	☐ NO	Specialty care transport	☒ YES ☐ NO
Advanced life support (Level 2)	☒ YES	☐ NO	Land ambulance	☒ YES ☐ NO
Basic life support	☒ YES	☐ NO	Air ambulance–fixed wing	☐ YES ☒ NO
Emergency runs	☒ YES	☐ NO	Air ambulance–rotary wing	☐ YES ☒ NO
Non-emergency runs	☒ YES	☐ NO	Marine ambulance	☐ YES ☒ NO

EMS #60582

IMP

SECTION 320.0605, Flori

copy or a true copy of a rental

in possession of the operator or carried in the vehicle while the vehicle is being used or operated on the highways or streets of this state.

#10

SECTION 316.613, Florida Statutes, requires every operator of a motor vehicle while transporting a child in a passenger car, van or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide for protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat, for children aged 4 through 5 years, a separate carrier or seat belt may be used.

SECTION 627.733, Florida Statutes, requires mandatory Florida No-Fault Insurance to be maintained continuously throughout the entire registration period; failure to maintain the required coverage could result in suspension of your driver license and registration.

Mail To:
ESCAMBIA COUNTY FLORIDA
601 HWY 297A
CANTONMENT, FL 32533

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: Dept. of Highway Safety, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

CO/AGY 9 / 1

T# 773299433
B# 1493125

FLORIDA VEHICLE REGISTRATION

PLATE **COUN214395** DECAL

Expires **NO EXPIRATION**

CR/MK	2013/HRTN	BODY	AM	COLOR	WHI	Reg. Tax	4.85
VIN	1FDUF4GT6DEB31297			TITLE	113055763	Init. Reg.	
Pl: ype	NVR	NET WT	13259			County Fee	3.00
						Mail Fee	
DL/FEID	596000598-01					Sales Tax	
Date Issued	10/9/2013	Plate Issued	1/2/2003	TRANSFER:	X	Voluntary Fees	
						Grand Total	7.85

Class Code	97
Tax Months	0
Back Tax Mos	
Credit Class	97
Credit Months	0

ESCAMBIA COUNTY FLORIDA
601 HWY 297A
CANTONMENT, FL 32533

IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 20 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.
5. I understand that my driver license and registrations will be suspended immediately if the insurer denies the insurance information submitted for this registration.

NVR - COUNTY VEHICLES

D. Vehicle Information

Complete this section with information about the vehicles used by this ambulance company and the services they provide. If there is more than one vehicle, copy and complete this section as needed. Attach a copy of each vehicle registration.

To qualify as an air ambulance supplier, the following is required:

- A written statement, signed by the President, Chief Executive Officer or Chief Operating Officer of the airport from where the aircraft is hangared that gives the name and address of the facility, and
- Proof that the enrolling ambulance company, or the company leasing the air ambulance vehicle to the enrolling ambulance company, possesses a valid charter flight license (FAA 135 Certificate) for the aircraft being used as an air ambulance. If the enrolling ambulance company owns the aircraft, the owner's name on the FAA 135 Certificate must be the same as the enrolling ambulance company's name (or the ambulance company owner as reported in Sections 5 or 6) in this application. If the enrolling ambulance company leases the aircraft from another company, a copy of the lease agreement must accompany this enrollment application.

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

CHECK ONE	☐ CHANGE	☒ ADD	☐ DELETE
DATE *(mm/dd/yyyy)*		10/12/2018	

Type *(automobile, aircraft, boat, etc.)*	Vehicle Identification Number
AUTOMOBILE	1HTMNAAM4AH271465

Make *(e.g., Ford)*	Model *(e.g., 350T)*	Year *(yyyy)*
NAVISTAR	603-1	2010

Does this vehicle provide:				
Advanced life support (Level 1)	☒ YES	☐ NO	Specialty care transport	☒ YES ☐ NO
Advanced life support (Level 2)	☒ YES	☐ NO	Land ambulance	☒ YES ☐ NO
Basic life support	☒ YES	☐ NO	Air ambulance–fixed wing	☐ YES ☒ NO
Emergency runs	☒ YES	☐ NO	Air ambulance–rotary wing	☐ YES ☒ NO
Non-emergency runs	☒ YES	☐ NO	Marine ambulance	☐ YES ☒ NO

IMPORTANT_INFORMATION

SECTION 320.0605, Florida Statutes, requires this registration certificate or an official copy or a true copy of a rental or lease agreement issued for the motor vehicle described be in possession of the operator or carried in the vehicle while the vehicle is being used or operated on the highways or streets of this state.

SECTION 316.613, Florida Statutes, requires every operator of a motor vehicle while transporting a child in a passenger car, van or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide for protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat, for children aged 4 through 5 years, a separate carrier or seat belt may be used.

SECTION 627.733, Florida Statutes, requires mandatory Florida No-Fault Insurance to be maintained continuously throughout the entire registration period; failure to maintain the required coverage could result in suspension of your driver license and registration.

Mail To:
ESCAMBIA COUNTY FLORIDA
601 HWY 297A
CANTONMENT, FL 32533

Important noie: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: Dept. of Highway Safety, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

Unit 2

Public Safety #58499

CO/AGY 9 / 1 T# 612140980
B# 1106746

FLORIDA VEHICLE REGISTRATION

PLATE COUN220550 DECAL Expires NO EXPIRATION

YR/MK	2010/HRTN	BODY	AM	COLOR	WHI	Reg. Tax	4.85	Class Code	97
VIN	1HTMNAAM4AH271465			TITLE	103786494	Init. Reg.		Tax Months	0
Type	NVR	NET WT	15215	GVW	20000	County Fee	3.00	Back Tax Mos	
						Mail Fee		Credit Class	97
						Sales Tax		Credit Months	0
OL/FEID	596000598-01					Voluntary Fees			
Date Issued	2/5/2010	Plate Issued	12/22/2003	TRANSFER:	X	Grand Total	7.85		

ESCAMBIA COUNTY FLORIDA
601 HWY 297A
CANTONMENT, FL 32533

IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 20 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.

NVR - COUNTY VEHICLES

D. Vehicle Information

Complete this section with information about the vehicles used by this ambulance company and the services they provide. If there is more than one vehicle, copy and complete this section as needed. Attach a copy of each vehicle registration.

To qualify as an air ambulance supplier, the following is required:

- A written statement, signed by the President, Chief Executive Officer or Chief Operating Officer of the airport from where the aircraft is hangared that gives the name and address of the facility, and
- Proof that the enrolling ambulance company, or the company leasing the air ambulance vehicle to the enrolling ambulance company, possesses a valid charter flight license (FAA 135 Certificate) for the aircraft being used as an air ambulance. If the enrolling ambulance company owns the aircraft, the owner's name on the FAA 135 Certificate must be the same as the enrolling ambulance company's name (or the ambulance company owner as reported in Sections 5 or 6) in this application. If the enrolling ambulance company leases the aircraft from another company, a copy of the lease agreement must accompany this enrollment application.

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

CHECK ONE	☐ CHANGE	☒ ADD	☐ DELETE
DATE *(mm/dd/yyyy)*		10/12/2018	

Type *(automobile, aircraft, boat, etc.)*	Vehicle Identification Number
AUTOMOBILE	1HTMNAAM2AH271464

Make *(e.g., Ford)*	Model *(e.g., 350T)*	Year *(yyyy)*
NAVISTAR	603-1	2010

Does this vehicle provide:				
Advanced life support (Level 1)	☒ YES	☐ NO	Specialty care transport	☒ YES ☐ NO
Advanced life support (Level 2)	☒ YES	☐ NO	Land ambulance	☒ YES ☐ NO
Basic life support	☒ YES	☐ NO	Air ambulance–fixed wing	☐ YES ☒ NO
Emergency runs	☒ YES	☐ NO	Air ambulance–rotary wing	☐ YES ☒ NO
Non-emergency runs	☒ YES	☐ NO	Marine ambulance	☐ YES ☒ NO

IMPORTANT INFORMATION

SECTION 320.0605, Florida Statutes, requires this registration certificate or an official copy or a true copy of a rental or lease agreement issued for the motor vehicle described be in possession of the operator or carried in the vehicle while the vehicle is being used or operated on the highways or streets of this state.

SECTION 316.613, Florida Statutes, requires every operator of a motor vehicle while transporting a child in a passenger car, van or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide for protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat. for children aged 4 through 5 years, a separate carrier or seat belt may be used

SECTION 627.733, Florida Statutes, requires mandatory Florida No-Fault Insurance to be maintained continuously throughout the entire registration period; failure to maintain the required coverage could result in suspension of your driver license and registration.

Mail To:
ESCAMBIA COUNTY FLORIDA
601 HWY 297A
CANTONMENT, FL 32533

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: Dept. of Highway Safety, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being

Public Safety #58498

CO/AGY 9 / 1 T# 612141989
B# 11067-46

LORIDA VEHICLE REGISTRATION

LATE COUN197892 DECAL Expires NO EXPIRATION

RNK	2010/HRTN	BODY	AM	COLOR	WHI	Reg. Tax	4.85	Class Code	97
	1HTMNAAM2AH271464			TITLE	103786546	Init. Reg		Tax Months	0
Type	NVR	NET WT	15487	GVW	20000	County Fee	3.00	Back Tax Mos	
						Mail Fee		Credit Class	97
						Sales Tax		Credit Months	0
I-EID	596000598-01					Voluntary Fees			
te Issued	2/5/2010	Plate Issued	12/7/2000	TRANSFER:	X	Grand Total	7.85		

IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 20 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.

CAMBIA COUNTY FLORIDA
1 HWY 297A
NTONMENT, FL 32533

R - COUNTY VEHICLES

Unit 3

ATTACHMENT 1: AMBULANCE SERVICE SUPPLIERS *(Continued)*

D. Vehicle Information

Complete this section with information about the vehicles used by this ambulance company and the services they provide. If there is more than one vehicle, copy and complete this section as needed. Attach a copy of each vehicle registration.

To qualify as an air ambulance supplier, the following is required:

- A written statement, signed by the President, Chief Executive Officer or Chief Operating Officer of the airport from where the aircraft is hangared that gives the name and address of the facility, and
- Proof that the enrolling ambulance company, or the company leasing the air ambulance vehicle to the enrolling ambulance company, possesses a valid charter flight license (FAA 135 Certificate) for the aircraft being used as an air ambulance. If the enrolling ambulance company owns the aircraft, the owner's name on the FAA 135 Certificate must be the same as the enrolling ambulance company's name (or the ambulance company owner as reported in Sections 5 or 6) in this application. If the enrolling ambulance company leases the aircraft from another company, a copy of the lease agreement must accompany this enrollment application.

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

CHECK ONE	☐ CHANGE	☒ ADD	☐ DELETE
DATE *(mm/dd/yyyy)*		10/12/2018	

Type *(automobile, aircraft, boat, etc.)*	Vehicle Identification Number
AUTOMOBILE	1HTMYSKL8DH309433

Make *(e.g., Ford)*	Model *(e.g., 350T)*	Year *(yyyy)*
NAVISTAR	603-1	2013

Does this vehicle provide:				
Advanced life support (Level 1)	☒ YES	☐ NO	Specialty care transport	☒ YES ☐ NO
Advanced life support (Level 2)	☒ YES	☐ NO	Land ambulance	☒ YES ☐ NO
Basic life support	☒ YES	☐ NO	Air ambulance–fixed wing	☐ YES ☒ NO
Emergency runs	☒ YES	☐ NO	Air ambulance–rotary wing	☐ YES ☒ NO
Non-emergency runs	☒ YES	☐ NO	Marine ambulance	☐ YES ☒ NO

EMS #60150

SECTION 320.0605, Fl
copy or a true copy of a ren
in possession of the operato
operated on the highways or streets of this state.

SECTION 316.613, Florida Statutes, requires every operator of a motor vehicle while transporting a child in a passenger car, van or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide for protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat, for children aged 4 through 5 years, a separate carrier or seat belt may be used.

SECTION 627.733, Florida Statutes, requires mandatory Florida No-Fault Insurance to be maintained continuously throughout the entire registration period; failure to maintain the required coverage could result in suspension of your driver license and registration.

Mail To:
ESCAMBIA COUNTY FLORIDA
601 HWY 297A
CANTONMENT, FL 32533

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: Dept. of Highway Safety, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

CO/AGY 9 / 1

T# 732767270
B# 1397011

FLORIDA VEHICLE REGISTRATION

PLATE **COUN166017** DECAL

Expires **NO EXPIRATION**

YR/MK	2013/HRTN	BODY	AM	COLOR	WHI	Reg. Tax	4.85	Class Code	97
VIN	1HTMYSKL8DH309433			TITLE	110376644	Init. Reg.		Tax Months	0
Plate Type	NVR	NET WT	15377	GVW	21000	County Fee	3.00	Back Tax Mos	
						Mail Fee		Credit Class	97
DL/FEID	596000598-01					Sales Tax		Credit Months	0
Date Issued	11/29/2012	Plate Issued	12/14/1999	TRANSFER:	X	Voluntary Fees			
						Grand Total	7.85		

ESCAMBIA COUNTY FLORIDA
601 HWY 297A
CANTONMENT, FL 32533

IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 20 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.

NVR - COUNTY VEHICLES

2013 AMBULANCE #60150 Unit #5

ATTACHMENT 1: AMBULANCE SERVICE SUPPLIERS *(Continued)*

D. Vehicle Information

Complete this section with information about the vehicles used by this ambulance company and the services they provide. If there is more than one vehicle, copy and complete this section as needed. Attach a copy of each vehicle registration.

To qualify as an air ambulance supplier, the following is required:

- A written statement, signed by the President, Chief Executive Officer or Chief Operating Officer of the airport from where the aircraft is hangared that gives the name and address of the facility, and
- Proof that the enrolling ambulance company, or the company leasing the air ambulance vehicle to the enrolling ambulance company, possesses a valid charter flight license (FAA 135 Certificate) for the aircraft being used as an air ambulance. If the enrolling ambulance company owns the aircraft, the owner's name on the FAA 135 Certificate must be the same as the enrolling ambulance company's name (or the ambulance company owner as reported in Sections 5 or 6) in this application. If the enrolling ambulance company leases the aircraft from another company, a copy of the lease agreement must accompany this enrollment application.

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

CHECK ONE	☐ CHANGE	☒ ADD	☐ DELETE
DATE *(mm/dd/yyyy)*		10/12/2018	

Type *(automobile, aircraft, boat, etc.)*	Vehicle Identification Number
AUTOMOBILE	1HTMNAAM3AH172040

Make *(e.g., Ford)*	Model *(e.g., 350T)*	Year *(yyyy)*
NAVISTAR	603-1	2010

Does this vehicle provide:

Advanced life support (Level 1)	☒ YES	☐ NO	Specialty care transport	☒ YES ☐ NO
Advanced life support (Level 2)	☒ YES	☐ NO	Land ambulance	☒ YES ☐ NO
Basic life support	☒ YES	☐ NO	Air ambulance–fixed wing	☐ YES ☒ NO
Emergency runs	☒ YES	☐ NO	Air ambulance–rotary wing	☐ YES ☒ NO
Non-emergency runs	☒ YES	☐ NO	Marine ambulance	☐ YES ☒ NO

IMPORTANT_INFORMATION

SECTION 320.0605, Florida Statutes, requires this registration certificate or an official copy or a true copy of a rental or lease agreement issued for the motor vehicle described be in possession of the operator or carried in the vehicle while the vehicle is being used or operated on the highways or streets of this state.

SECTION 316.613, Florida Statutes, requires every operator of a motor vehicle while transporting a child in a passenger car, van or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide for protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat, for children aged 4 through 5 years, a separate carrier or seat belt may be used.

SECTION 627.733, Florida Statutes, requires mandatory Florida No-Fault Insurance to be maintained continuously throughout the entire registration period; failure to maintain the required coverage could result in suspension of your driver license and registration.

Mail To:
ESCAMBIA COUNTY FLORIDA
601 HWY 297A
CANTONMENT, FL 32533

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: Dept. of Highway Safety, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

#58243 EMS

CO/

LORIDA VEHICLE REGISTRATION

UNIT #06

ATE **COUN200540** DECAL Expires **NO EXPIRATION**

/MK	2010/HEMV	BODY	AM	COLOR	WHI	Reg. Tax	1.60	Class Code	97
V	1HTMNAAM3AH172040			TITLE	102806169	Init. Reg.		Tax Months	0
e Type	NVR	NET WT	15439			County Fee	3.00	Back Tax Mos	
						Mail Fee		Credit Class	97
FEID	596000598-01					Sales Tax		Credit Months	0
e Issued	7/23/2009	Plate Issued	4/18/2001	TRANSFER:	X	Voluntary Fees			
						Grand Total	4.60		

CAMBIA COUNTY FLORIDA
HWY 297A
NTONMENT, FL 32533

IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to replacement vehicle.
3. The registration must be surrendered when requesting a change of address.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.

- COUNTY VEHICLES

ATTACHMENT 1: AMBULANCE SERVICE SUPPLIERS *(Continued)*

D. Vehicle Information

Complete this section with information about the vehicles used by this ambulance company and the services they provide. If there is more than one vehicle, copy and complete this section as needed. Attach a copy of each vehicle registration.

To qualify as an air ambulance supplier, the following is required:

- A written statement, signed by the President, Chief Executive Officer or Chief Operating Officer of the airport from where the aircraft is hangared that gives the name and address of the facility, and
- Proof that the enrolling ambulance company, or the company leasing the air ambulance vehicle to the enrolling ambulance company, possesses a valid charter flight license (FAA 135 Certificate) for the aircraft being used as an air ambulance. If the enrolling ambulance company owns the aircraft, the owner's name on the FAA 135 Certificate must be the same as the enrolling ambulance company's name (or the ambulance company owner as reported in Sections 5 or 6) in this application. If the enrolling ambulance company leases the aircraft from another company, a copy of the lease agreement must accompany this enrollment application.

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

CHECK ONE	☐ CHANGE	☒ ADD	☐ DELETE
DATE *(mm/dd/yyyy)*		10/12/2018	

Type *(automobile, aircraft, boat, etc.)*	Vehicle Identification Number
AUTOMOBILE	3HAMNAAL2BL410933

Make *(e.g., Ford)*	Model *(e.g., 350T)*	Year *(yyyy)*
NAVISTAR	603-1	2011

Does this vehicle provide:				
Advanced life support (Level 1)	☒ YES	☐ NO	Specialty care transport	☒ YES ☐ NO
Advanced life support (Level 2)	☒ YES	☐ NO	Land ambulance	☒ YES ☐ NO
Basic life support	☒ YES	☐ NO	Air ambulance–fixed wing	☐ YES ☒ NO
Emergency runs	☒ YES	☐ NO	Air ambulance–rotary wing	☐ YES ☒ NO
Non-emergency runs	☒ YES	☐ NO	Marine ambulance	☐ YES ☒ NO

Unit 09

59117

IMPORTANT_INFORMATION

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SECTION 627.733, Florida Statutes, requires mandatory Florida No-Fault Insurance to be maintained continuously throughout the entire registration period; failure to maintain the required coverage could result in suspension of your driver license and registration.

Mail To:
ESCAMBIA COUNTY FLORIDA
601 HWY 297A
CANTONMENT, FL 32533

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: Dept. of Highway Safety, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

CO/AGY 9 / 1 T# 669575635
B# 1243881

FLORIDA VEHICLE REGISTRATION

PLATE COUN203827 DECAL Expires NO EXPIRATION

YR/MK	2011/HRTN	BODY	AM	COLOR	WHI	Reg. Tax	4.85	Class Code	97
VIN	3HAMNAAL2BL410933			TITLE	106713686	Init. Reg.		Tax Months	0
Plate Type	NVR	NET WT	16262	GVW	20000	County Fee	3.00	Back Tax Mos	
						Mail Fee		Credit Class	97
DL/FEID	596000598-01					Sales Tax		Credit Months	0
Date Issued	6/30/2011	Plate Issued	12/6/2001	TRANSFER:	X	Voluntary Fees			
						Grand Total	7.85		

ESCAMBIA COUNTY FLORIDA
601 HWY 297A
CANTONMENT, FL 32533

IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
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3. Your registration must be updated to your new address within 20 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.

NVR - COUNTY VEHICLES

ATTACHMENT 1: AMBULANCE SERVICE SUPPLIERS *(Continued)*

D. Vehicle Information

Complete this section with information about the vehicles used by this ambulance company and the services they provide. If there is more than one vehicle, copy and complete this section as needed. Attach a copy of each vehicle registration.

To qualify as an air ambulance supplier, the following is required:

- A written statement, signed by the President, Chief Executive Officer or Chief Operating Officer of the airport from where the aircraft is hangared that gives the name and address of the facility, and
- Proof that the enrolling ambulance company, or the company leasing the air ambulance vehicle to the enrolling ambulance company, possesses a valid charter flight license (FAA 135 Certificate) for the aircraft being used as an air ambulance. If the enrolling ambulance company owns the aircraft, the owner's name on the FAA 135 Certificate must be the same as the enrolling ambulance company's name (or the ambulance company owner as reported in Sections 5 or 6) in this application. If the enrolling ambulance company leases the aircraft from another company, a copy of the lease agreement must accompany this enrollment application.

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

CHECK ONE	☐ CHANGE	☒ ADD	☐ DELETE
DATE *(mm/dd/yyyy)*		10/12/2018	

Type *(automobile, aircraft, boat, etc.)*	Vehicle Identification Number
AUTOMOBILE	1HTMYSKL1DH309435

Make *(e.g., Ford)*	Model *(e.g., 350T)*	Year *(yyyy)*
NAVISTAR	603-1	2013

Does this vehicle provide:

Advanced life support (Level 1)	☒ YES	☐ NO	Specialty care transport	☒ YES ☐ NO
Advanced life support (Level 2)	☒ YES	☐ NO	Land ambulance	☒ YES ☐ NO
Basic life support	☒ YES	☐ NO	Air ambulance–fixed wing	☐ YES ☒ NO
Emergency runs	☒ YES	☐ NO	Air ambulance–rotary wing	☐ YES ☒ NO
Non-emergency runs	☒ YES	☐ NO	Marine ambulance	☐ YES ☒ NO

EMS #60152

SECTION 320. copy or a true copy in possession of the operator or carried in the vehicle while the vehicle is being used or operated on the highways or streets of this state.

SECTION 316.613, Florida Statutes, requires every operator of a motor vehicle while transporting a child in a passenger car, van or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide for protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat, for children aged 4 through 5 years, a separate carrier or seat belt may be used.

SECTION 627.733, Florida Statutes, requires mandatory Florida No-Fault Insurance to be maintained continuously throughout the entire registration period; failure to maintain the required coverage could result in suspension of your driver license and registration.

Mail To:
ESCAMBIA COUNTY FLORIDA
601 HWY 297A
CANTONMENT, FL 32533

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: Dept. of Highway Safety, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

CO/AGY 9 / 1

T# 732769247
B# 139701

FLORIDA VEHICLE REGISTRATION

PLATE **COUN195231** DECAL

Expires **NO EXPIRATION**

YR/MK	2013/HRTN	BODY	AM	COLOR	WHI	Reg. Tax	4.85	Class Code	97
VIN	1HTMYSKL1DH309435			TITLE	110376827	Init. Reg.		Tax Months	0
Plate Type	NVR	NET WT	15321	GVW	21000	County Fee	3.00	Back Tax Mos	
						Mail Fee		Credit Class	97
						Sales Tax		Credit Months	0
DL/FEID	596000598-01					Voluntary Fees			
Date Issued	11/29/2012	Plate Issued	8/11/2000	TRANSFER:	X	Grand Total	7.85		

ESCAMBIA COUNTY FLORIDA
601 HWY 297A
CANTONMENT, FL 32533

IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 20 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.

NVR - COUNTY VEHICLES

2013 AMBULANCE #60152 Unit #15

ATTACHMENT 1: AMBULANCE SERVICE SUPPLIERS *(Continued)*

D. Vehicle Information

Complete this section with information about the vehicles used by this ambulance company and the services they provide. If there is more than one vehicle, copy and complete this section as needed. Attach a copy of each vehicle registration.

To qualify as an air ambulance supplier, the following is required:

- A written statement, signed by the President, Chief Executive Officer or Chief Operating Officer of the airport from where the aircraft is hangared that gives the name and address of the facility, and
- Proof that the enrolling ambulance company, or the company leasing the air ambulance vehicle to the enrolling ambulance company, possesses a valid charter flight license (FAA 135 Certificate) for the aircraft being used as an air ambulance. If the enrolling ambulance company owns the aircraft, the owner's name on the FAA 135 Certificate must be the same as the enrolling ambulance company's name (or the ambulance company owner as reported in Sections 5 or 6) in this application. If the enrolling ambulance company leases the aircraft from another company, a copy of the lease agreement must accompany this enrollment application.

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

CHECK ONE	☐ CHANGE	☒ ADD	☐ DELETE
DATE *(mm/dd/yyyy)*		10/12/2018	

Type *(automobile, aircraft, boat, etc.)*	Vehicle Identification Number
AUTOMOBILE	1HTMNAAMXAH272202

Make *(e.g., Ford)*	Model *(e.g., 350T)*	Year *(yyyy)*
NAVISTAR	603-1	2010

Does this vehicle provide:					
Advanced life support (Level 1)	☒ YES	☐ NO	Specialty care transport	☒ YES	☐ NO
Advanced life support (Level 2)	☒ YES	☐ NO	Land ambulance	☒ YES	☐ NO
Basic life support	☒ YES	☐ NO	Air ambulance–fixed wing	☐ YES	☒ NO
Emergency runs	☒ YES	☐ NO	Air ambulance–rotary wing	☐ YES	☒ NO
Non-emergency runs	☒ YES	☐ NO	Marine ambulance	☐ YES	☒ NO

IMPORTANT_INFORMATION

SECTION 320.0605, Florida Statutes, requires this registration certificate or an official copy or a true copy of a rental or lease agreement issued for the motor vehicle described be in possession of the operator or carried in the vehicle while the vehicle is being used or operated on the highways or streets of this state.

SECTION 316.613, Florida Statutes, requires every operator of a motor vehicle while transporting a child in a passenger car, van or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide for protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat, for children aged 4 through 5 years, a separate carrier or seat belt may be used.

SECTION 627.733, Florida Statutes, requires mandatory Florida No-Fault Insurance to be maintained continuously throughout the entire registration period; failure to maintain the required coverage could result in suspension of your driver license and registration.

Mail To:
ESCAMBIA COUNTY FLORIDA
601 HWY 297A
CANTONMENT, FL 32533

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: Dept. of Highway Safety, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being

Public Safety #58497

Unit 16

FLORIDA VEHICLE REGISTRATION

CO/AGY 9 / 1 T# 612139977 B# 1106746

PLATE **COUN197891** DECAL Expires **NO EXPIRATION**

YR/MK	2010/HRTN	BODY	AM	COLOR	WHI	Reg. Tax	4.85	Class Code	97
VIN	1HTMNAAMXAH272202			TITLE	103786454	Init. Reg.		Tax Months	0
Type	NVR	NET WT	15535	GVW	20000	County Fee	3.00	Back Tax Mos	
						Mail Fee		Credit Class	97
DL/FEID	596000598-01					Sales Tax		Credit Months	0
Date Issued	2/5/2010	Plate Issued	12/7/2000	TRANSFER:	X	Voluntary Fees			
						Grand Total	7.85		

ESCAMBIA COUNTY FLORIDA
601 HWY 297A
CANTONMENT, FL 32533

IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 20 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.

NVR - COUNTY VEHICLES

ATTACHMENT 1: AMBULANCE SERVICE SUPPLIERS *(Continued)*

D. Vehicle Information

Complete this section with information about the vehicles used by this ambulance company and the services they provide. If there is more than one vehicle, copy and complete this section as needed. Attach a copy of each vehicle registration.

To qualify as an air ambulance supplier, the following is required:

- A written statement, signed by the President, Chief Executive Officer or Chief Operating Officer of the airport from where the aircraft is hangared that gives the name and address of the facility, and
- Proof that the enrolling ambulance company, or the company leasing the air ambulance vehicle to the enrolling ambulance company, possesses a valid charter flight license (FAA 135 Certificate) for the aircraft being used as an air ambulance. If the enrolling ambulance company owns the aircraft, the owner's name on the FAA 135 Certificate must be the same as the enrolling ambulance company's name (or the ambulance company owner as reported in Sections 5 or 6) in this application. If the enrolling ambulance company leases the aircraft from another company, a copy of the lease agreement must accompany this enrollment application.

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

CHECK ONE	☐ CHANGE	☒ ADD	☐ DELETE
DATE *(mm/dd/yyyy)*		10/12/2018	

Type *(automobile, aircraft, boat, etc.)*	Vehicle Identification Number
AUTOMOBILE	1HTMYSKL2DH323117

Make *(e.g., Ford)*	Model *(e.g., 350T)*	Year *(yyyy)*
NAVISTAR	603-1	2013

Does this vehicle provide:

Advanced life support (Level 1)	☒ YES	☐ NO	Specialty care transport	☒ YES	☐ NO
Advanced life support (Level 2)	☒ YES	☐ NO	Land ambulance	☒ YES	☐ NO
Basic life support	☒ YES	☐ NO	Air ambulance–fixed wing	☐ YES	☒ NO
Emergency runs	☒ YES	☐ NO	Air ambulance–rotary wing	☐ YES	☒ NO
Non-emergency runs	☒ YES	☐ NO	Marine ambulance	☐ YES	☒ NO

EMS #60153

SECTION 320.0 copy or a true copy in possession of the operator or carried in the vehicle while the vehicle is being used or operated on the highways or streets of this state.

SECTION 316.613, Florida Statutes, requires every operator of a motor vehicle while transporting a child in a passenger car, van or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide for protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat, for children aged 4 through 5 years, a separate carrier or seat belt may be used. .

SECTION 627.733, Florida Statutes, requires mandatory Florida No-Fault Insurance to be maintained continuously throughout the entire registration period; failure to maintain the required coverage could result in suspension of your driver license and registration.

Mail To:
ESCAMBIA COUNTY FLORIDA
601 HWY 297A
CANTONMENT, FL 32533

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: Dept. of Highway Safety, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

CO/AGY 9 / 1 T# 732770319
B# 1397011

FLORIDA VEHICLE REGISTRATION

PLATE **COUN212363** DECAL Expires. **NO EXPIRATION**

YR/MK	2013/HRTN	BODY	AM	COLOR	WHI	Reg. Tax	4.85	Class Code	97
VIN	1HTMYSKL2DH323117			TITLE	110376911	Init. Reg.		Tax Months	0
Plate Type	NVR	NET WT	15441	GVW	21000	County Fee	3.00	Back Tax Mos	
						Mail Fee		Credit Class	97
DL/FEID	596000598-01					Sales Tax		Credit Months	0
Date Issued	11/29/2012	Plate Issued	6/10/2004	TRANSFER:	X	Voluntary Fees			
						Grand Total	7.85		

ESCAMBIA COUNTY FLORIDA
601 HWY 297A
CANTONMENT, FL 32533

IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 20 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.

NVR - COUNTY VEHICLES

2013 AMBULANCE #60153 Unit #17

ATTACHMENT 1: AMBULANCE SERVICE SUPPLIERS *(Continued)*

D. Vehicle Information

Complete this section with information about the vehicles used by this ambulance company and the services they provide. If there is more than one vehicle, copy and complete this section as needed. Attach a copy of each vehicle registration.

To qualify as an air ambulance supplier, the following is required:

- A written statement, signed by the President, Chief Executive Officer or Chief Operating Officer of the airport from where the aircraft is hangared that gives the name and address of the facility, and
- Proof that the enrolling ambulance company, or the company leasing the air ambulance vehicle to the enrolling ambulance company, possesses a valid charter flight license (FAA 135 Certificate) for the aircraft being used as an air ambulance. If the enrolling ambulance company owns the aircraft, the owner's name on the FAA 135 Certificate must be the same as the enrolling ambulance company's name (or the ambulance company owner as reported in Sections 5 or 6) in this application. If the enrolling ambulance company leases the aircraft from another company, a copy of the lease agreement must accompany this enrollment application.

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

CHECK ONE	☐ CHANGE	☒ ADD	☐ DELETE
DATE *(mm/dd/yyyy)*		10/12/2018	

Type *(automobile, aircraft, boat, etc.)*	Vehicle Identification Number
AUTOMOBILE	3HAMNAAL4BL410934

Make *(e.g., Ford)*	Model *(e.g., 350T)*	Year *(yyyy)*
NAVISTAR	603-1	2011

Does this vehicle provide:

Advanced life support (Level 1)	☒ YES	☐ NO	Specialty care transport	☒ YES	☐ NO
Advanced life support (Level 2)	☒ YES	☐ NO	Land ambulance	☒ YES	☐ NO
Basic life support	☒ YES	☐ NO	Air ambulance–fixed wing	☐ YES	☒ NO
Emergency runs	☒ YES	☐ NO	Air ambulance–rotary wing	☐ YES	☒ NO
Non-emergency runs	☒ YES	☐ NO	Marine ambulance	☐ YES	☒ NO

Unit #14
59118

IMPORTANT_INFORMATION

SECTION 320.0605, Florida Statutes, requires this registration certificate or an official copy or a true copy of a rental or lease agreement issued for the motor vehicle described be in possession of the operator or carried in the vehicle while the vehicle is being used or operated on the highways or streets of this state.

SECTION 316.613, Florida Statutes, requires every operator of a motor vehicle while transporting a child in a passenger car, van or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide for protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat. for children aged 4 through 5 years, a separate carrier or seat belt may be used.

SECTION 627.733, Florida Statutes, requires mandatory Florida No-Fault Insurance to be maintained continuously throughout the entire registration period; failure to maintain the required coverage could result in suspension of your driver license and registration.

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: Dept. of Highway Safety, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

Mail To:
ESCAMBIA COUNTY FLORIDA
601 HWY 297A
CANTONMENT, FL 32533

FLORIDA VEHICLE REGISTRATION

CO/AGY 9 / 1 T# 669576507
B# 1243881

PLATE COUN220545 DECAL Expires NO EXPIRATION

YR/MK	2011/HRTN	BODY	AM	COLOR	WHI	Reg. Tax	4.85	Class Code	97
VIN	3HAMNAAL4BL410934			TITLE	106713736	Init. Reg.		Tax Months	0
Plate Type	NVR	NET WT	16296	GVW	20000	County Fee	3.00	Back Tax Mos	
						Mail Fee		Credit Class	97
DL/FEID	596000598-01					Sales Tax		Credit Months	0
Date Issued	6/30/2011	Plate Issued	12/22/2003	TRANSFER:	X	Voluntary Fees			
						Grand Total	7.85		

ESCAMBIA COUNTY FLORIDA
601 HWY 297A
CANTONMENT, FL 32533

IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 20 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.

NVR - COUNTY VEHICLES

ATTACHMENT 1: AMBULANCE SERVICE SUPPLIERS *(Continued)*

D. Vehicle Information

Complete this section with information about the vehicles used by this ambulance company and the services they provide. If there is more than one vehicle, copy and complete this section as needed. Attach a copy of each vehicle registration.

To qualify as an air ambulance supplier, the following is required:

- A written statement, signed by the President, Chief Executive Officer or Chief Operating Officer of the airport from where the aircraft is hangared that gives the name and address of the facility, and
- Proof that the enrolling ambulance company, or the company leasing the air ambulance vehicle to the enrolling ambulance company, possesses a valid charter flight license (FAA 135 Certificate) for the aircraft being used as an air ambulance. If the enrolling ambulance company owns the aircraft, the owner's name on the FAA 135 Certificate must be the same as the enrolling ambulance company's name (or the ambulance company owner as reported in Sections 5 or 6) in this application. If the enrolling ambulance company leases the aircraft from another company, a copy of the lease agreement must accompany this enrollment application.

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

CHECK ONE	☐ CHANGE	☒ ADD	☐ DELETE
DATE *(mm/dd/yyyy)*		10/12/2018	

Type *(automobile, aircraft, boat, etc.)*	Vehicle Identification Number
AUTOMOBILE	1HTMYSKL2EH772847

Make *(e.g., Ford)*	Model *(e.g., 350T)*	Year *(yyyy)*
NAVISTAR	603-1	2014

Does this vehicle provide:

Advanced life support (Level 1)	☒ YES	☐ NO	Specialty care transport	☒ YES	☐ NO
Advanced life support (Level 2)	☒ YES	☐ NO	Land ambulance	☒ YES	☐ NO
Basic life support	☒ YES	☐ NO	Air ambulance–fixed wing	☐ YES	☒ NO
Emergency runs	☒ YES	☐ NO	Air ambulance–rotary wing	☐ YES	☒ NO
Non-emergency runs	☒ YES	☐ NO	Marine ambulance	☐ YES	☒ NO

UNIT 18

IM EMS #60585

SECTION 320.0605, Flor
copy or a true copy of a renta
in possession of the operator or carried in the vehicle while the vehicle is being used or operated on the highways or streets of this state.

SECTION 316.613, Florida Statutes, requires every operator of a motor vehicle while transporting a child in a passenger car, van or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide for protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat, for children aged 4 through 5 years, a separate carrier or seat belt may be used.

SECTION 627.733, Florida Statutes, requires mandatory Florida No-Fault Insurance to be maintained continuously throughout the entire registration period; failure to maintain the required coverage could result in suspension of your driver license and registration.

Mail To:
ESCAMBIA COUNTY FLORIDA
601 HWY 297A
CANTONMENT, FL 32533

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: Dept. of Highway Safety, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

CO/AGY 9 / 1 T# 773302815
B# 1493126

FLORIDA VEHICLE REGISTRATION

PLATE **COUN221998** DECAL Expires **NO EXPIRATION**

YR/MK	2014/HRTN	BODY	AM	COLOR	WHI	Reg. Tax	4.85	Class Code 97
VIN	1HTMYSKL2EH772847			TITLE	113055961	Init. Reg.		Tax Months 0
Plate Type	NVR	NET WT	15178			County Fee	3.00	Back Tax Mos
						Mail Fee		Credit Class 97
DL/FEID	596000598-01					Sales Tax		Credit Months 0
Date Issued	10/9/2013	Plate Issued	4/6/2004	TRANSFER:	X	Voluntary Fees		
						Grand Total	7.85	

ESCAMBIA COUNTY FLORIDA
601 HWY 297A
CANTONMENT, FL 32533

IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 20 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.
5. I understand that my driver license and registrations will be suspended immediately if the insurer denies the insurance information submitted for this registration.

NVR - COUNTY VEHICLES

ATTACHMENT 1: AMBULANCE SERVICE SUPPLIERS *(Continued)*

D. Vehicle Information

Complete this section with information about the vehicles used by this ambulance company and the services they provide. If there is more than one vehicle, copy and complete this section as needed. Attach a copy of each vehicle registration.

To qualify as an air ambulance supplier, the following is required:

- A written statement, signed by the President, Chief Executive Officer or Chief Operating Officer of the airport from where the aircraft is hangared that gives the name and address of the facility, and
- Proof that the enrolling ambulance company, or the company leasing the air ambulance vehicle to the enrolling ambulance company, possesses a valid charter flight license (FAA 135 Certificate) for the aircraft being used as an air ambulance. If the enrolling ambulance company owns the aircraft, the owner's name on the FAA 135 Certificate must be the same as the enrolling ambulance company's name (or the ambulance company owner as reported in Sections 5 or 6) in this application. If the enrolling ambulance company leases the aircraft from another company, a copy of the lease agreement must accompany this enrollment application.

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

CHECK ONE	☐ CHANGE	☒ ADD	☐ DELETE
DATE *(mm/dd/yyyy)*		10/12/2018	

Type *(automobile, aircraft, boat, etc.)*	Vehicle Identification Number
AUTOMOBILE	1HTMNMML1HH442770

Make *(e.g., Ford)*	Model *(e.g., 350T)*	Year *(yyyy)*
NAVISTAR	603-1	2017

Does this vehicle provide:

Advanced life support (Level 1)	☒ YES	☐ NO	Specialty care transport	☒ YES	☐ NO
Advanced life support (Level 2)	☒ YES	☐ NO	Land ambulance	☒ YES	☐ NO
Basic life support	☒ YES	☐ NO	Air ambulance–fixed wing	☐ YES	☒ NO
Emergency runs	☒ YES	☐ NO	Air ambulance–rotary wing	☐ YES	☒ NO
Non-emergency runs	☒ YES	☐ NO	Marine ambulance	☐ YES	☒ NO

Unit #19

operated on the highways of this state, shall, if the child is 5 years of age or younger, provide the protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat. For children aged 4 through 5 years, a separate carrier, an integrated child seat, or a child booster seat may be used. For limited exceptions, see s. 316.613, F.S.

S. 320.0605, F.S., requires the registration certificate, or true copy of a rental or lease agreement, issued for any motor vehicle to be in the possession of the operator or carried in the vehicle while the vehicle is being used or operated on roads of this state.

S. 320.02 and 627.733, F.S., requires personal injury protection and property damage liability to be continuously maintained throughout the registration period. Failure to maintain the mandatory coverage may result in the suspension of your driver license and registration.

Mail To:
ESCAMBIA COUNTY FLORIDA
601 HWY 297A
CANTONMENT, FL 32533

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: DHSMV, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

CO/AGY 9 / 1 T# 975459674
B# 1952883

FLORIDA VEHICLE REGISTRATION

PLATE **TA5862** DECAL Expires **NO EXPIRATION**

YR/MK	2017/HRTN	BODY	AM	COLOR	WHI	Reg. Tax	1.60	Class Code	97
VIN	1HTMNMML1HH442770			TITLE	127883933	Init. Reg.		Tax Months	0
Plate Type	NVR	NET WT	16557	GVW	21000	County Fee	3.00	Back Tax Mos	
						Mail Fee		Credit Class	97
DL/FEID	596000598-01					Sales Tax		Credit Months	0
Date Issued	7/13/2017	Plate Issued	1/18/2007	TRANSFER:	X	Voluntary Fees			
						Grand Total	4.60		

ESCAMBIA COUNTY FLORIDA
601 HWY 297A
CANTONMENT, FL 32533

IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 30 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.
5. I understand that my driver license and registrations will be suspended immediately if the insurer denies the insurance information submitted for this registration.

NVR - COUNTY VEHICLES

63019

ATTACHMENT 1: AMBULANCE SERVICE SUPPLIERS *(Continued)*

D. Vehicle Information

Complete this section with information about the vehicles used by this ambulance company and the services they provide. If there is more than one vehicle, copy and complete this section as needed. Attach a copy of each vehicle registration.

To qualify as an air ambulance supplier, the following is required:

- A written statement, signed by the President, Chief Executive Officer or Chief Operating Officer of the airport from where the aircraft is hangared that gives the name and address of the facility, and
- Proof that the enrolling ambulance company, or the company leasing the air ambulance vehicle to the enrolling ambulance company, possesses a valid charter flight license (FAA 135 Certificate) for the aircraft being used as an air ambulance. If the enrolling ambulance company owns the aircraft, the owner's name on the FAA 135 Certificate must be the same as the enrolling ambulance company's name (or the ambulance company owner as reported in Sections 5 or 6) in this application. If the enrolling ambulance company leases the aircraft from another company, a copy of the lease agreement must accompany this enrollment application.

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

CHECK ONE	☐ CHANGE	☒ ADD	☐ DELETE
DATE *(mm/dd/yyyy)*		10/12/2018	

Type *(automobile, aircraft, boat, etc.)*	Vehicle Identification Number
AUTOMOBILE	3HAMNAAL5DL200085

Make *(e.g., Ford)*	Model *(e.g., 350T)*	Year *(yyyy)*
NAVISTAR	603-1	2013

Does this vehicle provide:

Advanced life support (Level 1)	☒ YES	☐ NO	Specialty care transport	☒ YES	☐ NO
Advanced life support (Level 2)	☒ YES	☐ NO	Land ambulance	☒ YES	☐ NO
Basic life support	☒ YES	☐ NO	Air ambulance–fixed wing	☐ YES	☒ NO
Emergency runs	☒ YES	☐ NO	Air ambulance–rotary wing	☐ YES	☒ NO
Non-emergency runs	☒ YES	☐ NO	Marine ambulance	☐ YES	☒ NO

62630

MTRPS020

IMPORTANT INFORMATION

Section 316.613, Florida Statutes, requires every operator of a motor vehicle transporting a child in a passenger car, van or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide the protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat. For children aged 4 through 5 years, a separate carrier, an integrated child seat, or a child booster seat may be used. For limited exceptions, see s. 316.613, F.S.

S. 320.0605, F.S., requires the registration certificate, or true copy of a rental or lease agreement, issued for any motor vehicle to be in the possession of the operator or carried in the vehicle while the vehicle is being used or operated on roads of this state.

S. 320.02 and 627.733, F.S., requires personal injury protection and property damage liability to be continuously maintained throughout the registration period. Failure to maintain the mandatory coverage may result in the suspension of your driver license and registration.

Mail To:
ESCAMBIA COUNTY FLORIDA
601 HWY 297A
CANTONMENT, FL 32533

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: DHSMV, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

CO/AGY 9 / 2

T# 900820799
B# 423675

FLORIDA VEHICLE REGISTRATION

PLATE **TA2505** DECAL

Expires **NO EXPIRATION**

YR/MK	**2013/HRTN**	BODY	**AM**	COLOR	**WHI**	Reg. Tax	1.60	Class Code	97
VIN	**3HAMNAAL5DL200085**			TITLE	**122596736**	Init. Reg.		Tax Months	0
Plate Type	**NVR**	NET WT	**16484**			County Fee	3.00	Back Tax Mos	
						Mail Fee		Credit Class	97
DL/FEID	**596000598-01**					Sales Tax		Credit Months	0
Date Issued	**3/31/2016**	Plate Issued	**10/10/2006**	TRANSFER:	**X**	Voluntary Fees			
						Grand Total	4.60		

ESCAMBIA COUNTY FLORIDA
601 HWY 297A
CANTONMENT, FL 32533

IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 20 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.
5. I understand that my driver license and registrations will be suspended immediately if the insurer denies the insurance information submitted for this registration.

NVR - COUNTY VEHICLES

EMS -21

ATTACHMENT 1: AMBULANCE SERVICE SUPPLIERS *(Continued)*

D. Vehicle Information

Complete this section with information about the vehicles used by this ambulance company and the services they provide. If there is more than one vehicle, copy and complete this section as needed. Attach a copy of each vehicle registration.

To qualify as an air ambulance supplier, the following is required:

- A written statement, signed by the President, Chief Executive Officer or Chief Operating Officer of the airport from where the aircraft is hangared that gives the name and address of the facility, and
- Proof that the enrolling ambulance company, or the company leasing the air ambulance vehicle to the enrolling ambulance company, possesses a valid charter flight license (FAA 135 Certificate) for the aircraft being used as an air ambulance. If the enrolling ambulance company owns the aircraft, the owner's name on the FAA 135 Certificate must be the same as the enrolling ambulance company's name (or the ambulance company owner as reported in Sections 5 or 6) in this application. If the enrolling ambulance company leases the aircraft from another company, a copy of the lease agreement must accompany this enrollment application.

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

CHECK ONE	☐ CHANGE	☒ ADD	☐ DELETE
DATE *(mm/dd/yyyy)*		10/12/2018	

Type *(automobile, aircraft, boat, etc.)*	Vehicle Identification Number
AUTOMOBILE	3HAMNAAL1DL200083

Make *(e.g., Ford)*	Model *(e.g., 350T)*	Year *(yyyy)*
NAVISTAR	603-1	2013

Does this vehicle provide:

Advanced life support (Level 1)	☒ YES	☐ NO	Specialty care transport	☒ YES	☐ NO
Advanced life support (Level 2)	☒ YES	☐ NO	Land ambulance	☒ YES	☐ NO
Basic life support	☒ YES	☐ NO	Air ambulance–fixed wing	☐ YES	☒ NO
Emergency runs	☒ YES	☐ NO	Air ambulance–rotary wing	☐ YES	☒ NO
Non-emergency runs	☒ YES	☐ NO	Marine ambulance	☐ YES	☒ NO

62629

MTRFS020

IMPORTANT INFORMATION

Section 316.613, Florida Statutes, requires every operator of a motor vehicle transporting a child in a passenger car, van or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide the protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat. For children aged 4 through 5 years, a separate carrier, an integrated child seat, or a child booster seat may be used. For limited exceptions, see s. 316.613, F.S.

S. 320.0605, F.S., requires the registration certificate, or true copy of a rental or lease agreement, issued for any motor vehicle to be in the possession of the operator or carried in the vehicle while the vehicle is being used or operated on roads of this state.

S. 320.02 and 627.733, F.S., requires personal injury protection and property damage liability to be continuously maintained throughout the registration period. Failure to maintain the mandatory coverage may result in the suspension of your driver license and registration.

Mail To:
ESCAMBIA COUNTY FLORIDA
601 HWY 297A
CANTONMENT, FL 32533

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: DHSMV, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

FLORIDA VEHICLE REGISTRATION

CO/AGY 9 / 2 T# 900824019
B# 423676

PLATE **COUN214396** DECAL Expires **NO EXPIRATION**

YR/MK.	2013/HRTN	BODY	AM	COLOR	WHI	Reg. Tax	1.60	Class Code	97
VIN	3HAMNAAL1DL200083			TITLE	122597137	Init. Reg.		Tax Months	0
Plate Type	NVR	NET WT	16494			County Fee	3.00	Back Tax Mos	
						Mail Fee		Credit Class	97
DL/FEID	596000598-01					Sales Tax		Credit Months	0
Date Issued	3/31/2016	Plate Issued	1/2/2003	TRANSFER:	X	Voluntary Fees			
						Grand Total	4.60		

ESCAMBIA COUNTY FLORIDA
601 HWY 297A
CANTONMENT, FL 32533

IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 20 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.
5. I understand that my driver license and registrations will be suspended immediately if the insurer denies the insurance information submitted for this registration.

NVR - COUNTY VEHICLES

EMS-20

ATTACHMENT 1: AMBULANCE SERVICE SUPPLIERS *(Continued)*

D. Vehicle Information

Complete this section with information about the vehicles used by this ambulance company and the services they provide. If there is more than one vehicle, copy and complete this section as needed. Attach a copy of each vehicle registration.

To qualify as an air ambulance supplier, the following is required:

- A written statement, signed by the President, Chief Executive Officer or Chief Operating Officer of the airport from where the aircraft is hangared that gives the name and address of the facility, and
- Proof that the enrolling ambulance company, or the company leasing the air ambulance vehicle to the enrolling ambulance company, possesses a valid charter flight license (FAA 135 Certificate) for the aircraft being used as an air ambulance. If the enrolling ambulance company owns the aircraft, the owner's name on the FAA 135 Certificate must be the same as the enrolling ambulance company's name (or the ambulance company owner as reported in Sections 5 or 6) in this application. If the enrolling ambulance company leases the aircraft from another company, a copy of the lease agreement must accompany this enrollment application.

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

CHECK ONE	☐ CHANGE	☒ ADD	☐ DELETE
DATE *(mm/dd/yyyy)*		10/12/2018	

Type *(automobile, aircraft, boat, etc.)*	Vehicle Identification Number
AUTOMOBILE	1HTMNMML3HH442771

Make *(e.g., Ford)*	Model *(e.g., 350T)*	Year *(yyyy)*
NAVISTAR	603-1	2017

Does this vehicle provide:

Advanced life support (Level 1)	☒ YES	☐ NO	Specialty care transport	☒ YES	☐ NO
Advanced life support (Level 2)	☒ YES	☐ NO	Land ambulance	☒ YES	☐ NO
Basic life support	☒ YES	☐ NO	Air ambulance–fixed wing	☐ YES	☒ NO
Emergency runs	☒ YES	☐ NO	Air ambulance–rotary wing	☐ YES	☒ NO
Non-emergency runs	☒ YES	☐ NO	Marine ambulance	☐ YES	☒ NO

operated on the highways of this state, shall, if the child is 5 years of age or younger, provide the protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat. For children aged 4 through 5 years, a separate carrier, an integrated child seat, or a child booster seat may be used. For limited exceptions, see s. 316.613, F.S.

Unit #22

S. 320.0605, F.S., requires the registration certificate, or true copy of a rental or lease agreement, issued for any motor vehicle to be in the possession of the operator or carried in the vehicle while the vehicle is being used or operated on roads of this state.

S. 320.02 and 627.733, F.S., requires personal injury protection and property damage liability to be continuously maintained throughout the registration period. Failure to maintain the mandatory coverage may result in the suspension of your driver license and registration.

Mail To:
ESCAMBIA COUNTY FLORIDA
601 HWY 297A
CANTONMENT, FL 32533

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: DHSMV, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

CO/AGY 9 / 1

T# 975463273
B# 1952894

LORIDA VEHICLE REGISTRATION

LATE **TA5864** DECAL

Expires **NO EXPIRATION**

R/MK	2017/HRTN	BODY	AM	COLOR	WHI	Reg. Tax	1.60	Class Code	97
IN	1HTMNMML3HH442771			TITLE	127884230	Init. Reg.		Tax Months	0
ate Type	NVR	NET WT	16077	GVW	21000	County Fee	3.00	Back Tax Mos	
						Mail Fee		Credit Class	97
L/FEID	596000598-01					Sales Tax		Credit Months	0
ate Issued	7/13/2017	Plate Issued	1/18/2007	TRANSFER:	X	Voluntary Fees			
						Grand Total	4.60		

SCAMBIA COUNTY FLORIDA
01 HWY 297A
ANTONMENT, FL 32533

IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 30 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.
5. I understand that my driver license and registrations will be suspended immediately if the insurer denies the insurance information submitted for this registration.

VR - COUNTY VEHICLES

6 3020

D. Vehicle Information

Complete this section with information about the vehicles used by this ambulance company and the services they provide. If there is more than one vehicle, copy and complete this section as needed. Attach a copy of each vehicle registration.

To qualify as an air ambulance supplier, the following is required:

- A written statement, signed by the President, Chief Executive Officer or Chief Operating Officer of the airport from where the aircraft is hangared that gives the name and address of the facility, and
- Proof that the enrolling ambulance company, or the company leasing the air ambulance vehicle to the enrolling ambulance company, possesses a valid charter flight license (FAA 135 Certificate) for the aircraft being used as an air ambulance. If the enrolling ambulance company owns the aircraft, the owner's name on the FAA 135 Certificate must be the same as the enrolling ambulance company's name (or the ambulance company owner as reported in Sections 5 or 6) in this application. If the enrolling ambulance company leases the aircraft from another company, a copy of the lease agreement must accompany this enrollment application.

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

CHECK ONE	☐ CHANGE	☒ ADD	☐ DELETE
DATE *(mm/dd/yyyy)*		10/12/2018	

Type *(automobile, aircraft, boat, etc.)*	Vehicle Identification Number
AUTOMOBILE	3HAMNAAL8FL686202

Make *(e.g., Ford)*	Model *(e.g., 350T)*	Year *(yyyy)*
NAVISTAR	603-1	2015

Does this vehicle provide:

Advanced life support (Level 1)	☒ YES	☐ NO	Specialty care transport	☒ YES	☐ NO
Advanced life support (Level 2)	☒ YES	☐ NO	Land ambulance	☒ YES	☐ NO
Basic life support	☒ YES	☐ NO	Air ambulance–fixed wing	☐ YES	☒ NO
Emergency runs	☒ YES	☐ NO	Air ambulance–rotary wing	☐ YES	☒ NO
Non-emergency runs	☒ YES	☐ NO	Marine ambulance	☐ YES	☒ NO

62042

TA5861

UNIT 23

Mail To:
ESCAMBIA COUNTY FLORIDA
601 HWY 297A
CANTONMENT, FL 32533

IMPORTANT_INFORMATION

SECTION 320.0605, Florida Statutes, requires this registration certificate or an official copy or a true copy of a rental or lease agreement issued for the motor vehicle described be in possession of the operator or carried in the vehicle while the vehicle is being used or operated on the highways or streets of this state.

SECTION 316.613, Florida Statutes, requires every operator of a motor vehicle while transporting a child in a passenger car, van or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide for protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat, for children aged 4 through 5 years, a separate carrier or seat belt may be used.

SECTION 627.733, Florida Statutes, requires mandatory Florida No-Fault Insurance to be maintained continuously throughout the entire registration period; failure to maintain the required coverage could result in suspension of your driver license and registration.

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: Dept. of Highway Safety, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

CO/AGY 9 / 1 T# 855479168
B# 1685256

FLORIDA VEHICLE REGISTRATION

PLATE **TA5861** DECAL Expires **NO EXPIRATION**

YR/MK	**2015/HRTN**	BODY	**AM**	COLOR	**WHI**	Reg. Tax	1.60	Class Code	97
VIN	**3HAMNAAL8FL686202**			TITLE	**118909115**	Init. Reg.		Tax Months	0
Plate Type	**NVR**	NET WT	**16151**	GVW	**21000**	County Fee	3.00	Back Tax Mos	
						Mail Fee		Credit Class	97
DL/FEID	**596000598-01**					Sales Tax		Credit Months	0
Date Issued	**5/21/2015**	Plate Issued	**1/18/2007**	TRANSFER:	**X**	Voluntary Fees			
						Grand Total	4.60		

ESCAMBIA COUNTY FLORIDA
601 HWY 297A
CANTONMENT. FL 32533

Public Safety #62042

NVR - COUNTY VEHICLES

IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 20 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.
5. I understand that my driver license and registrations will be suspended immediately if the insurer denies the insurance information submitted for this registration.

ATTACHMENT 1: AMBULANCE SERVICE SUPPLIERS *(Continued)*

D. Vehicle Information

Complete this section with information about the vehicles used by this ambulance company and the services they provide. If there is more than one vehicle, copy and complete this section as needed. Attach a copy of each vehicle registration.

To qualify as an air ambulance supplier, the following is required:

- A written statement, signed by the President, Chief Executive Officer or Chief Operating Officer of the airport from where the aircraft is hangared that gives the name and address of the facility, and
- Proof that the enrolling ambulance company, or the company leasing the air ambulance vehicle to the enrolling ambulance company, possesses a valid charter flight license (FAA 135 Certificate) for the aircraft being used as an air ambulance. If the enrolling ambulance company owns the aircraft, the owner's name on the FAA 135 Certificate must be the same as the enrolling ambulance company's name (or the ambulance company owner as reported in Sections 5 or 6) in this application. If the enrolling ambulance company leases the aircraft from another company, a copy of the lease agreement must accompany this enrollment application.

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

CHECK ONE	☐ CHANGE	☒ ADD	☐ DELETE
DATE *(mm/dd/yyyy)*		10/12/2018	

Type *(automobile, aircraft, boat, etc.)*	Vehicle Identification Number
AUTOMOBILE	1HTMNMMLXGH377559

Make *(e.g., Ford)*	Model *(e.g., 350T)*	Year *(yyyy)*
NAVISTAR	603-1	2016

Does this vehicle provide:

Advanced life support (Level 1)	☒ YES	☐ NO	Specialty care transport	☒ YES	☐ NO
Advanced life support (Level 2)	☒ YES	☐ NO	Land ambulance	☒ YES	☐ NO
Basic life support	☒ YES	☐ NO	Air ambulance–fixed wing	☐ YES	☒ NO
Emergency runs	☒ YES	☐ NO	Air ambulance–rotary wing	☐ YES	☒ NO
Non-emergency runs	☒ YES	☐ NO	Marine ambulance	☐ YES	☒ NO

provide the protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat. For children aged 4 through 5 years, a separate carrier, an integrated child seat, or a child booster seat may be used. For limited exceptions, see s. 316.613, F.S.

S. 320.0605, F.S., requires the registration certificate, or true copy of a rental or lease agreement, issued for any motor vehicle to be in the possession of the operator or carried in the vehicle while the vehicle is being used or operated on roads of this state.

S. 320.02 and 627.733, F.S., requires personal injury protection and property damage liability to be continuously maintained throughout the registration period. Failure to maintain the mandatory coverage may result in the suspension of your driver license and registration.

Mail To:
ESCAMBIA COUNTY FLORIDA
601 HWY 297A
CANTONMENT, FL 32533

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: DHSMV, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

FLORIDA VEHICLE REGISTRATION

CO/AGY 9 / 1

T# 926754654
B# 1846930

LATE **TA9899** DECAL

Expires **NO EXPIRATION**

R/MK	2016/HRTN	BODY	AM	COLOR	WHI	Reg. Tax	1.60	Class Code 97
	1HTMNMMLXGH377559			TITLE	124753955	Init. Reg.		Tax Months 0
Type	NVR	NET WT	15752	GVW	21000	County Fee	3.00	Back Tax Mos
L/FEID	596000598-01					Mail Fee		Credit Class 97
ate Issued	9/26/2016	Plate Issued	2/8/2008	TRANSFER:	X	Sales Tax		Credit Months 0
						Voluntary Fees		
						Grand Total	4.60	

SCAMBIA COUNTY FLORIDA
01 HWY 297A
ANTONMENT, FL 32533

IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 30 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.
5. I understand that my driver license and registrations will be suspended immediately if the insurer denies the insurance information submitted for this registration.

VR - COUNTY VEHICLES

EMS #62992

#24

AMBULANCE

ATTACHMENT 1: AMBULANCE SERVICE SUPPLIERS *(Continued)*

D. Vehicle Information

Complete this section with information about the vehicles used by this ambulance company and the services they provide. If there is more than one vehicle, copy and complete this section as needed. Attach a copy of each vehicle registration.

To qualify as an air ambulance supplier, the following is required:

- A written statement, signed by the President, Chief Executive Officer or Chief Operating Officer of the airport from where the aircraft is hangared that gives the name and address of the facility, and
- Proof that the enrolling ambulance company, or the company leasing the air ambulance vehicle to the enrolling ambulance company, possesses a valid charter flight license (FAA 135 Certificate) for the aircraft being used as an air ambulance. If the enrolling ambulance company owns the aircraft, the owner's name on the FAA 135 Certificate must be the same as the enrolling ambulance company's name (or the ambulance company owner as reported in Sections 5 or 6) in this application. If the enrolling ambulance company leases the aircraft from another company, a copy of the lease agreement must accompany this enrollment application.

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

CHECK ONE	☐ CHANGE	☒ ADD	☐ DELETE
DATE *(mm/dd/yyyy)*		10/12/2018	

Type *(automobile, aircraft, boat, etc.)*	Vehicle Identification Number
AUTOMOBILE	1HTMNMML6GH377560

Make *(e.g., Ford)*	Model *(e.g., 350T)*	Year *(yyyy)*
NAVISTAR	603-1	2016

Does this vehicle provide:

Advanced life support (Level 1)	☒ YES	☐ NO	Specialty care transport	☒ YES	☐ NO
Advanced life support (Level 2)	☒ YES	☐ NO	Land ambulance	☒ YES	☐ NO
Basic life support	☒ YES	☐ NO	Air ambulance–fixed wing	☐ YES	☒ NO
Emergency runs	☒ YES	☐ NO	Air ambulance–rotary wing	☐ YES	☒ NO
Non-emergency runs	☒ YES	☐ NO	Marine ambulance	☐ YES	☒ NO

UNIT 25
#62993

...every operator of a motor vehicle ...ing a child in a passenger car, van or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide the protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat. For children aged 4 through 5 years, a separate carrier, an integrated child seat, or a child booster seat may be used. For limited exceptions, see s. 316.613, F.S.

S. 320.0605, F.S., requires the registration certificate, or true copy of a rental or lease agreement, issued for any motor vehicle to be in the possession of the operator or carried in the vehicle while the vehicle is being used or operated on roads of this state.

S. 320.02 and 627.733, F.S., requires personal injury protection and property damage liability to be continuously maintained throughout the registration period. Failure to maintain the mandatory coverage may result in the suspension of your driver license and registration.

Mail To:
ESCAMBIA COUNTY FLORIDA
601 HWY 297A
CANTONMENT, FL 32533

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: DHSMV, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

FLORIDA VEHICLE REGISTRATION

CO/AGY 9 / 1 T# 926755990
B# 1846930

PLATE **TA5863** DECAL Expires **NO EXPIRATION**

YR/MK	**2016/HRTN**	BODY	**AM**	COLOR	**WHI**	Reg. Tax	1.60	Class Code	97
VIN	**1HTMNMML6GH377560**			TITLE	**124754065**	Init. Reg.		Tax Months	0
Plate Type	**NVR**	NET WT	**16087**	GVW	**21000**	County Fee	3.00	Back Tax Mos	
						Mail Fee		Credit Class	97
DL/FEID	**596000598-01**					Sales Tax		Credit Months	0
Date Issued	**9/26/2016**	Plate Issued	**1/18/2007**	TRANSFER:	**X**	Voluntary Fees			
						Grand Total	4.60		

ESCAMBIA COUNTY FLORIDA
601 HWY 297A
CANTONMENT, FL 32533

IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 30 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.
5. I understand that my driver license and registrations will be suspended immediately if the insurer denies the insurance information submitted for this registration.

NVR - COUNTY VEHICLES

ATTACHMENT 1: AMBULANCE SERVICE SUPPLIERS *(Continued)*

D. Vehicle Information

Complete this section with information about the vehicles used by this ambulance company and the services they provide. If there is more than one vehicle, copy and complete this section as needed. Attach a copy of each vehicle registration.

To qualify as an air ambulance supplier, the following is required:

- A written statement, signed by the President, Chief Executive Officer or Chief Operating Officer of the airport from where the aircraft is hangared that gives the name and address of the facility, and
- Proof that the enrolling ambulance company, or the company leasing the air ambulance vehicle to the enrolling ambulance company, possesses a valid charter flight license (FAA 135 Certificate) for the aircraft being used as an air ambulance. If the enrolling ambulance company owns the aircraft, the owner's name on the FAA 135 Certificate must be the same as the enrolling ambulance company's name (or the ambulance company owner as reported in Sections 5 or 6) in this application. If the enrolling ambulance company leases the aircraft from another company, a copy of the lease agreement must accompany this enrollment application.

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

CHECK ONE	☐ CHANGE	☒ ADD	☐ DELETE
DATE *(mm/dd/yyyy)*		10/12/2018	

Type *(automobile, aircraft, boat, etc.)*	Vehicle Identification Number
AUTOMOBILE	1HTMNMML8GH377561

Make *(e.g., Ford)*	Model *(e.g., 350T)*	Year *(yyyy)*
NAVISTAR	603-1	2016

Does this vehicle provide:

Advanced life support (Level 1)	☒ YES	☐ NO	Specialty care transport	☒ YES	☐ NO
Advanced life support (Level 2)	☒ YES	☐ NO	Land ambulance	☒ YES	☐ NO
Basic life support	☒ YES	☐ NO	Air ambulance–fixed wing	☐ YES	☒ NO
Emergency runs	☒ YES	☐ NO	Air ambulance–rotary wing	☐ YES	☒ NO
Non-emergency runs	☒ YES	☐ NO	Marine ambulance	☐ YES	☒ NO

62994

MTRES020

IMPORTANT INFORMATION

Section 316.613, Florida Statutes, requires every operator of a motor vehicle transporting a child in a passenger car, van or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide the protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat. For children aged 4 through 5 years, a separate carrier, an integrated child seat, or a child booster seat may be used. For limited exceptions, see s. 316.613, F.S.

S. 320.0605, F.S., requires the registration certificate, or true copy of a rental or lease agreement, issued for any motor vehicle to be in the possession of the operator or carried in the vehicle while the vehicle is being used or operated on roads of this state.

S. 320.02 and 627.733, F.S., requires personal injury protection and property damage liability to be continuously maintained throughout the registration period. Failure to maintain the mandatory coverage may result in the suspension of your driver license and registration.

Mail To:
ESCAMBIA COUNTY FLORIDA
601 HWY 297A
CANTONMENT, FL 32533

F26

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: DHSMV, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

LORIDA VEHICLE REGISTRATION

CO/AGY 9 / 1

T# 951116319
B# 1903844

LATE **COUN212362** DECAL

Expires **NO EXPIRATION**

MK	2016/HRTN	BODY	AM	COLOR	WHI	Reg. Tax	1.60	Class Code	97
	1HT[redacted]GH377561			TITLE	126363416	Init. Reg.		Tax Months	0
ype	NVR	NET WT	15716	GVW	21000	County Fee	3.00	Back Tax Mos	
						Mail Fee		Credit Class	97
FEID	596000598-01					Sales Tax		Credit Months	0
te Issued	2/23/2017	Plate Issued	6/10/2004	TRANSFER:	X	Voluntary Fees			
						Grand Total	4.60		

CAMBIA COUNTY FLORIDA
HWY 297A
NTONMENT, FL 32533

IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 30 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.
5. I understand that my driver license and registrations will be suspended immediately if the insurer denies the insurance information submitted for this registration.

R - COUNTY VEHICLES

EMS #62994

D. Vehicle Information

Complete this section with information about the vehicles used by this ambulance company and the services they provide. If there is more than one vehicle, copy and complete this section as needed. Attach a copy of each vehicle registration.

To qualify as an air ambulance supplier, the following is required:

- A written statement, signed by the President, Chief Executive Officer or Chief Operating Officer of the airport from where the aircraft is hangared that gives the name and address of the facility, and
- Proof that the enrolling ambulance company, or the company leasing the air ambulance vehicle to the enrolling ambulance company, possesses a valid charter flight license (FAA 135 Certificate) for the aircraft being used as an air ambulance. If the enrolling ambulance company owns the aircraft, the owner's name on the FAA 135 Certificate must be the same as the enrolling ambulance company's name (or the ambulance company owner as reported in Sections 5 or 6) in this application. If the enrolling ambulance company leases the aircraft from another company, a copy of the lease agreement must accompany this enrollment application.

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

CHECK ONE	☐ CHANGE	☒ ADD	☐ DELETE
DATE *(mm/dd/yyyy)*		10/12/2018	

Type *(automobile, aircraft, boat, etc.)*	Vehicle Identification Number
AUTOMOBILE	1HTMNAAM29H107921

Make *(e.g., Ford)*	Model *(e.g., 350T)*	Year *(yyyy)*
NAVISTAR	603-1	2008

Does this vehicle provide:

Advanced life support (Level 1)	☒ YES	☐ NO	Specialty care transport	☒ YES	☐ NO
Advanced life support (Level 2)	☒ YES	☐ NO	Land ambulance	☒ YES	☐ NO
Basic life support	☒ YES	☐ NO	Air ambulance–fixed wing	☐ YES	☒ NO
Emergency runs	☒ YES	☐ NO	Air ambulance–rotary wing	☐ YES	☒ NO
Non-emergency runs	☒ YES	☐ NO	Marine ambulance	☐ YES	☒ NO

IMPORTANT_INFORMATION

SECTION 320.0605, Florida Statutes, requires this registration certificate or an official copy or a true copy of a rental or lease agreement issued for the motor vehicle described be in possession of the operator or carried in the vehicle while the vehicle is being used or operated on the highways or streets of this state.

SECTION 316.613, Florida Statutes, requires every operator of a motor vehicle while transporting a child in a passenger car, van or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide for protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat, for children aged 4 through 5 years, a separate carrier or seat belt may be used.

SECTION 627.733, Florida Statutes, requires mandatory Florida No-Fault Insurance to be maintained continuously throughout the entire registration period; failure to maintain the required coverage could result in suspension of your driver license and registration.

Mail To:
ESCAMBIA COUNTY FLORIDA
601 HWY 297A
CANTONMENT, FL 32533

EMS #58003 Unit #30

FLORIDA VEHICLE REGISTRATION

CO/AGY 9 / 1

T# 564514841
B# 984537

PLATE **TB0419** DECAL

Expires **NO EXPIRATION**

YR/MK	2008/HRTN	BODY	AM	COLOR	WHI	Reg. Tax	21.10	Class Code	97
VIN	1HTMNAAM29H107921			TITLE	101820416	Init. Reg.		Tax Months	12
Plate Type	NVR	NET WT	15441			County Fee	3.00	Back Tax Mos	
						Mail Fee		Credit Class	
DL/FEID	596000598-01					Sales Tax		Credit Months	
Date Issued	12/11/2008	Plate Issued	12/11/2008			Voluntary Fees			
						Grand Total	24.10		

ESCAMBIA COUNTY FLORIDA
601 HWY 297A
CANTONMENT, FL 32533

IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to replacement vehicle.
3. The registration must be surrendered when requesting a change of address.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.

NVR - COUNTY VEHICLES PLATE ISSUED X

ATTACHMENT 1: AMBULANCE SERVICE SUPPLIERS *(Continued)*

D. Vehicle Information

Complete this section with information about the vehicles used by this ambulance company and the services they provide. If there is more than one vehicle, copy and complete this section as needed. Attach a copy of each vehicle registration.

To qualify as an air ambulance supplier, the following is required:

- A written statement, signed by the President, Chief Executive Officer or Chief Operating Officer of the airport from where the aircraft is hangared that gives the name and address of the facility, and
- Proof that the enrolling ambulance company, or the company leasing the air ambulance vehicle to the enrolling ambulance company, possesses a valid charter flight license (FAA 135 Certificate) for the aircraft being used as an air ambulance. If the enrolling ambulance company owns the aircraft, the owner's name on the FAA 135 Certificate must be the same as the enrolling ambulance company's name (or the ambulance company owner as reported in Sections 5 or 6) in this application. If the enrolling ambulance company leases the aircraft from another company, a copy of the lease agreement must accompany this enrollment application.

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

CHECK ONE	☐ CHANGE	☒ ADD	☐ DELETE
DATE *(mm/dd/yyyy)*		10/12/2018	

Type *(automobile, aircraft, boat, etc.)*	Vehicle Identification Number
AUTOMOBILE	3HAMNAAL4FL686200

Make *(e.g., Ford)*	Model *(e.g., 350T)*	Year *(yyyy)*
NAVISTAR	603-1	2015

Does this vehicle provide:

Advanced life support (Level 1)	☒ YES	☐ NO	Specialty care transport	☒ YES	☐ NO
Advanced life support (Level 2)	☒ YES	☐ NO	Land ambulance	☒ YES	☐ NO
Basic life support	☒ YES	☐ NO	Air ambulance–fixed wing	☐ YES	☒ NO
Emergency runs	☒ YES	☐ NO	Air ambulance–rotary wing	☐ YES	☒ NO
Non-emergency runs	☒ YES	☐ NO	Marine ambulance	☐ YES	☒ NO

operated on the highways or streets of this state.

SECTION 316.613, Florida Statutes, requires every operator of a motor vehicle while transporting a child in a passenger car, van or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide for protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat, for children aged 4 through 5 years, a separate carrier or seat belt may be used.

SECTION 627.733, Florida Statutes, requires mandatory Florida No-Fault Insurance to be maintained continuously throughout the entire registration period; failure to maintain the required coverage could result in suspension of your driver license and registration.

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: Dept. of Highway Safety, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

Mail To:
ESCAMBIA COUNTY FLORIDA
601 HWY 297A
CANTONMENT, FL 32533

FLORIDA VEHICLE REGISTRATION

CO/AGY 9 / 2 T# 840426249
B# 399973

PLATE **COUN200539** DECAL Expires **NO EXPIRATION**

YR/MK	**2015/HRTN**	BODY	**AM**	COLOR	**WHI**	Reg. Tax	1.60	Class Code	97
VIN	**3HAMNAAL4FL686200**			TITLE	**117776650**	Init. Reg.		Tax Months	0
Plate Type	**NVR**	NET WT	**16199**			County Fee	3.00	Back Tax Mos	
ID	**596000598-01**					Mail Fee		Credit Class	97
Date Issued	**2/9/2015**	Plate Issued	**4/18/2001**	TRANSFER:	**X**	Sales Tax		Credit Months	0
						Voluntary Fees			
						Grand Total	4.60		

ESCAMBIA COUNTY FLORIDA
601 HWY 297A
CANTONMENT, FL 32533

IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 20 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.
5. I understand that my driver license and registrations will be suspended immediately if the insurer denies the insurance information submitted for this registration.

ATTACHMENT 1: AMBULANCE SERVICE SUPPLIERS *(Continued)*

D. Vehicle Information

Complete this section with information about the vehicles used by this ambulance company and the services they provide. If there is more than one vehicle, copy and complete this section as needed. Attach a copy of each vehicle registration.

To qualify as an air ambulance supplier, the following is required:

- A written statement, signed by the President, Chief Executive Officer or Chief Operating Officer of the airport from where the aircraft is hangared that gives the name and address of the facility, and
- Proof that the enrolling ambulance company, or the company leasing the air ambulance vehicle to the enrolling ambulance company, possesses a valid charter flight license (FAA 135 Certificate) for the aircraft being used as an air ambulance. If the enrolling ambulance company owns the aircraft, the owner's name on the FAA 135 Certificate must be the same as the enrolling ambulance company's name (or the ambulance company owner as reported in Sections 5 or 6) in this application. If the enrolling ambulance company leases the aircraft from another company, a copy of the lease agreement must accompany this enrollment application.

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

CHECK ONE	☐ CHANGE	☒ ADD	☐ DELETE
DATE *(mm/dd/yyyy)*		10/12/2018	

Type *(automobile, aircraft, boat, etc.)*	Vehicle Identification Number
AUTOMOBILE	1HTMNMMLXGH377562

Make *(e.g., Ford)*	Model *(e.g., 350T)*	Year *(yyyy)*
NAVISTAR	603-1	2016

Does this vehicle provide:

Advanced life support (Level 1)	☒ YES	☐ NO	Specialty care transport	☒ YES	☐ NO
Advanced life support (Level 2)	☒ YES	☐ NO	Land ambulance	☒ YES	☐ NO
Basic life support	☒ YES	☐ NO	Air ambulance–fixed wing	☐ YES	☒ NO
Emergency runs	☒ YES	☐ NO	Air ambulance–rotary wing	☐ YES	☒ NO
Non-emergency runs	☒ YES	☐ NO	Marine ambulance	☐ YES	☒ NO

62995

IMPORTANT INFORMATION

Section 316.613, Florida Statutes, requires every operator of a motor vehicle transporting a child in a passenger car, van or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide the protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat. For children aged 4 through 5 years, a separate carrier, an integrated child seat, or a child booster seat may be used. For limited exceptions, see s. 316.613, F.S.

S. 320.0605, F.S., requires the registration certificate, or true copy of a rental or lease agreement, issued for any motor vehicle to be in the possession of the operator or carried in the vehicle while the vehicle is being used or operated on roads of this state.

S. 320.02 and 627.733, F.S., requires personal injury protection and property damage liability to be continuously maintained throughout the registration period. Failure to maintain the mandatory coverage may result in the suspension of your driver license and registration.

Mail To:
ESCAMBIA COUNTY FLORIDA
601 HWY 297A
CANTONMENT, FL 32533

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: DHSMV, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

LORIDA VEHICLE REGISTRATION

CO/AGY 9 / 1 T# 951114964
B# 1903844

ATE **COUN203828** DECAL Expires **NO EXPIRATION**

/AK	**2016/HRTN**	BODY	**AM**	COLOR	**WHI**	Reg. Tax	1.60	Class Code 97
	1HTMNMMLXGH377562			TITLE	**126363287**	Init. Reg.		Tax Months 0
ype	**NVR**	NET WT	**16113**	GVW	**21000**	County Fee	3.00	Back Tax Mos
						Mail Fee		Credit Class 97
/FEID	**596000598-01**					Sales Tax		Credit Months 0
e Issued	**2/23/2017**	Plate Issued	**12/6/2001**	TRANSFER:	**X**	Voluntary Fees		
						Grand Total	4.60	

CAMBIA COUNTY FLORIDA
HWY 297A
NTONMENT, FL 32533

IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 30 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.

ATTACHMENT 1: AMBULANCE SERVICE SUPPLIERS *(Continued)*

D. Vehicle Information

Complete this section with information about the vehicles used by this ambulance company and the services they provide. If there is more than one vehicle, copy and complete this section as needed. Attach a copy of each vehicle registration.

To qualify as an air ambulance supplier, the following is required:

- A written statement, signed by the President, Chief Executive Officer or Chief Operating Officer of the airport from where the aircraft is hangared that gives the name and address of the facility, and
- Proof that the enrolling ambulance company, or the company leasing the air ambulance vehicle to the enrolling ambulance company, possesses a valid charter flight license (FAA 135 Certificate) for the aircraft being used as an air ambulance. If the enrolling ambulance company owns the aircraft, the owner's name on the FAA 135 Certificate must be the same as the enrolling ambulance company's name (or the ambulance company owner as reported in Sections 5 or 6) in this application. If the enrolling ambulance company leases the aircraft from another company, a copy of the lease agreement must accompany this enrollment application.

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

CHECK ONE	☐ CHANGE	☒ ADD	☐ DELETE
DATE *(mm/dd/yyyy)*		10/12/2018	

Type *(automobile, aircraft, boat, etc.)*	Vehicle Identification Number
AUTOMOBILE	3HTMNAAM68N698470

Make *(e.g., Ford)*	Model *(e.g., 350T)*	Year *(yyyy)*
NAVISTAR	603-1	2008

Does this vehicle provide:

Advanced life support (Level 1)	☒ YES	☐ NO	Specialty care transport	☒ YES	☐ NO
Advanced life support (Level 2)	☒ YES	☐ NO	Land ambulance	☒ YES	☐ NO
Basic life support	☒ YES	☐ NO	Air ambulance–fixed wing	☐ YES	☒ NO
Emergency runs	☒ YES	☐ NO	Air ambulance–rotary wing	☐ YES	☒ NO
Non-emergency runs	☒ YES	☐ NO	Marine ambulance	☐ YES	☒ NO

IMPORTANT_INFORMATION

SECTION 320.0605, Florida Statutes, requires this registration certificate or an official copy or a true copy of a rental or lease agreement issued for the motor vehicle described be in possession of the operator or carried in the vehicle while the vehicle is being used or operated on the highways or streets of this state.

SECTION 316.613, Florida Statutes, requires every operator of a motor vehicle while transporting a child in a passenger car, van or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide for protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat, for children aged 4 through 5 years, a separate carrier or seat belt may be used.

SECTION 627.733, Florida Statutes, requires mandatory Florida No-Fault Insurance to be maintained continuously throughout the entire registration period; failure to maintain the required coverage could result in suspension of your driver license and registration.

Mail To:
ESCAMBIA COUNTY FLORIDA
601 HWY 297A
CANTONMENT, FL 32533

FACTORY BUILT WEIGHT
GA 27425. Lb./12440. Kg
TA 3218. Lb./1460. Kg
TAL 30644. Lb./13900. Kg

Property #57747 Unit 29

CO/AGY 9 / 1 T# 548591738
B# 940677

FLORIDA VEHICLE REGISTRATION

PLATE TA9937 DECAL Expires NO EXPIRATION

YR/MK	2008/HRTN	BODY	AM	COLOR	WHI	Reg. Tax	21.10	Class Code	97
VIN	3HTMNAAM68N698470			TITLE	101091374	Init. Reg.		Tax Months	12
Plate Type	NVR	NET WT	15502	GVW	20000	County Fee	3.00	Back Tax Mos	
						Mail Fee		Credit Class	
DL/FEID	596000598-01					Sales Tax		Credit Months	
Date Issued	7/24/2008	Plate Issued	7/24/2008			Voluntary Fees			
						Grand Total	24.10		

ESCAMBIA COUNTY FLORIDA
601 HWY 297A
CANTONMENT, FL 32533

IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to replacement vehicle.
3. The registration must be surrendered when requesting a change of address.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.

NVR - COUNTY VEHICLES PLATE ISSUED X

D. Vehicle Information

Complete this section with information about the vehicles used by this ambulance company and the services they provide. If there is more than one vehicle, copy and complete this section as needed. Attach a copy of each vehicle registration.

To qualify as an air ambulance supplier, the following is required:

- A written statement, signed by the President, Chief Executive Officer or Chief Operating Officer of the airport from where the aircraft is hangared that gives the name and address of the facility, and
- Proof that the enrolling ambulance company, or the company leasing the air ambulance vehicle to the enrolling ambulance company, possesses a valid charter flight license (FAA 135 Certificate) for the aircraft being used as an air ambulance. If the enrolling ambulance company owns the aircraft, the owner's name on the FAA 135 Certificate must be the same as the enrolling ambulance company's name (or the ambulance company owner as reported in Sections 5 or 6) in this application. If the enrolling ambulance company leases the aircraft from another company, a copy of the lease agreement must accompany this enrollment application.

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

CHECK ONE	☐ CHANGE	☒ ADD	☐ DELETE
DATE *(mm/dd/yyyy)*		10/12/2018	

Type *(automobile, aircraft, boat, etc.)*	Vehicle Identification Number
AUTOMOBILE	3HTMNAAMX8N698469

Make *(e.g., Ford)*	Model *(e.g., 350T)*	Year *(yyyy)*
NAVISTAR	603-1	2008

Does this vehicle provide:

Advanced life support (Level 1)	☒ YES	☐ NO	Specialty care transport	☒ YES	☐ NO
Advanced life support (Level 2)	☒ YES	☐ NO	Land ambulance	☒ YES	☐ NO
Basic life support	☒ YES	☐ NO	Air ambulance–fixed wing	☐ YES	☒ NO
Emergency runs	☒ YES	☐ NO	Air ambulance–rotary wing	☐ YES	☒ NO
Non-emergency runs	☒ YES	☐ NO	Marine ambulance	☐ YES	☒ NO

IMPORTANT INFORMATION

SECTION 320.0605, Florida Statutes, requires this registration certificate or an official copy or a true copy of a rental or lease agreement issued for the motor vehicle described be in possession of the operator or carried in the vehicle while the vehicle is being used or operated on the highways or streets of this state.

SECTION 316.613, Florida Statutes, requires every operator of a motor vehicle while transporting a child in a passenger car, van or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide for protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat, for children aged 4 through 5 years, a separate carrier or seat belt may be used.

SECTION 627.733, Florida Statutes, requires mandatory Florida No-Fault Insurance to be maintained continuously throughout the entire registration period; failure to maintain the required coverage could result in suspension of your driver license and registration.

Mail To:
ESCAMBIA COUNTY FLORIDA
601 HWY 297A
CANTONMENT, FL 32533

Unit 28
Property # 57748

FLORIDA VEHICLE REGISTRATION

CO/AGY 9 / 1 T# 548592858
B# 940677

PLATE TA9938 DECAL Expires NO EXPIRATION

YR/MK	2008/HRTN	BODY	AM	COLOR	WHI	Reg. Tax	21.10	Class Code	97
VIN	3HTMNAAMX8N698469			TITLE	101091443	Init. Reg.		Tax Months	12
Plate Type	NVR	NET WT	15543	GVW	20000	County Fee	3.00	Back Tax Mos	
						Mail Fee		Credit Class	
DL/FEID	596000598-01					Sales Tax		Credit Months	
Date Issued	7/24/2008	Plate Issued	7/24/2008			Voluntary Fees			
						Grand Total	24.10		

ESCAMBIA COUNTY FLORIDA
601 HWY 297A
CANTONMENT, FL 32533

IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to replacement vehicle.
3. The registration must be surrendered when requesting a change of address.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.

NVR - COUNTY VEHICLES PLATE ISSUED X

D. Vehicle Information

Complete this section with information about the vehicles used by this ambulance company and the services they provide. If there is more than one vehicle, copy and complete this section as needed. Attach a copy of each vehicle registration.

To qualify as an air ambulance supplier, the following is required:

- A written statement, signed by the President, Chief Executive Officer or Chief Operating Officer of the airport from where the aircraft is hangared that gives the name and address of the facility, and
- Proof that the enrolling ambulance company, or the company leasing the air ambulance vehicle to the enrolling ambulance company, possesses a valid charter flight license (FAA 135 Certificate) for the aircraft being used as an air ambulance. If the enrolling ambulance company owns the aircraft, the owner's name on the FAA 135 Certificate must be the same as the enrolling ambulance company's name (or the ambulance company owner as reported in Sections 5 or 6) in this application. If the enrolling ambulance company leases the aircraft from another company, a copy of the lease agreement must accompany this enrollment application.

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

CHECK ONE	☐ CHANGE	☒ ADD	☐ DELETE
DATE *(mm/dd/yyyy)*		10/12/2018	

Type *(automobile, aircraft, boat, etc.)*	Vehicle Identification Number
AUTOMOBILE	1HTMNAAM7AH172039

Make *(e.g., Ford)*	Model *(e.g., 350T)*	Year *(yyyy)*
NAVISTAR	603-1	2010

Does this vehicle provide:

Advanced life support (Level 1)	☒ YES	☐ NO	Specialty care transport	☒ YES	☐ NO
Advanced life support (Level 2)	☒ YES	☐ NO	Land ambulance	☒ YES	☐ NO
Basic life support	☒ YES	☐ NO	Air ambulance–fixed wing	☐ YES	☒ NO
Emergency runs	☒ YES	☐ NO	Air ambulance–rotary wing	☐ YES	☒ NO
Non-emergency runs	☒ YES	☐ NO	Marine ambulance	☐ YES	☒ NO

IMPORTANT_INFORMATION

SECTION 320.0605, Florida Statutes, requires this registration certificate or an official copy or a true copy of a rental or lease agreement issued for the motor vehicle described be in possession of the operator or carried in the vehicle while the vehicle is being used or operated on the highways or streets of this state.

SECTION 316.613, Florida Statutes, requires every operator of a motor vehicle while transporting a child in a passenger car, van or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide for protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat, for children aged 4 through 5 years, a separate carrier or seat belt may be used.

SECTION 627.733, Florida Statutes, requires mandatory Florida No-Fault Insurance to be maintained continuously throughout the entire registration period; failure to maintain the required coverage could result in suspension of your driver license and registration.

Mail To:
ESCAMBIA COUNTY FLORIDA
601 HWY 297A
CANTONMENT, FL 32533

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: Dept. of Highway Safety, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

CO/ #58244 EMS UNIT #04

FLORIDA VEHICLE REGISTRATION

PLATE COUN236754 DECAL Expires: NO EXPIRATION

YR/MK	2010/HEMV	BODY	AM	COLOR	WHI	Reg. Tax	1.60	Class Code	97
VIN	1HTMNAAM7AH172039			TITLE	102806223	Init. Reg.		Tax Months	0
Plate Type	NVR	NET WT	15458			County Fee	3.00	Back Tax Mos	
DL/FEID	596000598-01					Mail Fee		Credit Class	97
Date Issued	7/23/2009	Plate Issued	2/17/2006	TRANSFER:	X	Sales Tax		Credit Months	0
						Voluntary Fees			
						Grand Total	4.60		

ESCAMBIA COUNTY FLORIDA
601 HWY 297A
CANTONMENT, FL 32533

IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to replacement vehicle.
3. The registration must be surrendered when requesting a change of address.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.

NVR - COUNTY VEHICLES

D. Vehicle Information

Complete this section with information about the vehicles used by this ambulance company and the services they provide. If there is more than one vehicle, copy and complete this section as needed. Attach a copy of each vehicle registration.

To qualify as an air ambulance supplier, the following is required:

- A written statement, signed by the President, Chief Executive Officer or Chief Operating Officer of the airport from where the aircraft is hangared that gives the name and address of the facility, and
- Proof that the enrolling ambulance company, or the company leasing the air ambulance vehicle to the enrolling ambulance company, possesses a valid charter flight license (FAA 135 Certificate) for the aircraft being used as an air ambulance. If the enrolling ambulance company owns the aircraft, the owner's name on the FAA 135 Certificate must be the same as the enrolling ambulance company's name (or the ambulance company owner as reported in Sections 5 or 6) in this application. If the enrolling ambulance company leases the aircraft from another company, a copy of the lease agreement must accompany this enrollment application.

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

CHECK ONE	☐ CHANGE	☒ ADD	☐ DELETE
DATE *(mm/dd/yyyy)*		10/12/2018	

Type *(automobile, aircraft, boat, etc.)*	Vehicle Identification Number
AUTOMOBILE	3HAMNAAL6FL686201

Make *(e.g., Ford)*	Model *(e.g., 350T)*	Year *(yyyy)*
NAVISTAR	603-1	2015

Does this vehicle provide:

Advanced life support (Level 1)	☒ YES	☐ NO	Specialty care transport	☒ YES	☐ NO
Advanced life support (Level 2)	☒ YES	☐ NO	Land ambulance	☒ YES	☐ NO
Basic life support	☒ YES	☐ NO	Air ambulance–fixed wing	☐ YES	☒ NO
Emergency runs	☒ YES	☐ NO	Air ambulance–rotary wing	☐ YES	☒ NO
Non-emergency runs	☒ YES	☐ NO	Marine ambulance	☐ YES	☒ NO

61835

UNIT 12

Mail To:
ESCAMBIA COUNTY FLORIDA
601 HWY 297A
CANTONMENT, FL 32533

IMPORTANT INFORMATION

SECTION 320.0605, Florida Statutes, requires this registration certificate or an official copy or a true copy of a rental or lease agreement issued for the motor vehicle described be in possession of the operator or carried in the vehicle while the vehicle is being used or operated on the highways or streets of this state.

SECTION 316.613, Florida Statutes, requires every operator of a motor vehicle while transporting a child in a passenger car, van or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide for protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat, for children aged 4 through 5 years, a separate carrier or seat belt may be used.

SECTION 627.733, Florida Statutes, requires mandatory Florida No-Fault Insurance to be maintained continuously throughout the entire registration period; failure to maintain the required coverage could result in suspension of your driver license and registration.

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: Dept. of Highway Safety, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

FLORIDA VEHICLE REGISTRATION

CO/AGY 9 / 2 T# 840418474
B# 399965

PLATE **COUN203826** DECAL Expires **NO EXPIRATION**

YR/MK	**2015/HRTN**	BODY	**AM**	COLOR	**WHI**	Reg. Tax	1.60	Class Code 97
VIN	**3HAMNAAL6FL686201**			TITLE	**117776028**	Init. Reg.		Tax Months 0
Plate Type	**NVR**	NET WT	**16405**			County Fee	3.00	Back Tax Mos
						Mail Fee		Credit Class 97
DL/FEID	**596000598-01**					Sales Tax		Credit Months 0
Date Issued	**2/9/2015**	Plate Issued	**12/6/2001**	TRANSFER:	**X**	Voluntary Fees		
						Grand Total	4.60	

ESCAMBIA COUNTY FLORIDA
601 HWY 297A
CANTONMENT, FL 32533

IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 20 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.
5. I understand that my driver license and registrations will be suspended immediately if the insurer denies the insurance information submitted for this registration.

NVR - COUNTY VEHICLES

ATTACHMENT 1: AMBULANCE SERVICE SUPPLIERS *(Continued)*

D. Vehicle Information

Complete this section with information about the vehicles used by this ambulance company and the services they provide. If there is more than one vehicle, copy and complete this section as needed. Attach a copy of each vehicle registration.

To qualify as an air ambulance supplier, the following is required:

- A written statement, signed by the President, Chief Executive Officer or Chief Operating Officer of the airport from where the aircraft is hangared that gives the name and address of the facility, and
- Proof that the enrolling ambulance company, or the company leasing the air ambulance vehicle to the enrolling ambulance company, possesses a valid charter flight license (FAA 135 Certificate) for the aircraft being used as an air ambulance. If the enrolling ambulance company owns the aircraft, the owner's name on the FAA 135 Certificate must be the same as the enrolling ambulance company's name (or the ambulance company owner as reported in Sections 5 or 6) in this application. If the enrolling ambulance company leases the aircraft from another company, a copy of the lease agreement must accompany this enrollment application.

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

CHECK ONE	☐ CHANGE	☒ ADD	☐ DELETE
DATE *(mm/dd/yyyy)*		10/12/2018	

Type *(automobile, aircraft, boat, etc.)*	Vehicle Identification Number
AUTOMOBILE	3HAMNAALXFL686203

Make *(e.g., Ford)*	Model *(e.g., 350T)*	Year *(yyyy)*
NAVISTAR	603-1	2015

Does this vehicle provide:

Advanced life support (Level 1)	☒ YES	☐ NO	Specialty care transport	☒ YES	☐ NO
Advanced life support (Level 2)	☒ YES	☐ NO	Land ambulance	☒ YES	☐ NO
Basic life support	☒ YES	☐ NO	Air ambulance–fixed wing	☐ YES	☒ NO
Emergency runs	☒ YES	☐ NO	Air ambulance–rotary wing	☐ YES	☒ NO
Non-emergency runs	☒ YES	☐ NO	Marine ambulance	☐ YES	☒ NO

62041

IMPORTANT INFORMATION

SECTION 320.0605, Florida Statutes, requires this registration certificate or an official copy or a true copy of a rental or lease agreement issued for the motor vehicle described be in possession of the operator or carried in the vehicle while the vehicle is being used or operated on the highways or streets of this state.

SECTION 316.613, Florida Statutes, requires every operator of a motor vehicle while transporting a child in a passenger car, van or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide for protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat, for children aged 4 through 5 years, a separate carrier or seat belt may be used.

SECTION 627.733, Florida Statutes, requires mandatory Florida No-Fault Insurance to be maintained continuously throughout the entire registration period; failure to maintain the required coverage could result in suspension of your driver license and registration.

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: Dept. of Highway Safety, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

UNIT 11

Mail To:
ESCAMBIA COUNTY FLORIDA
601 HWY 297A
CANTONMENT, FL 32533

Public Safety #62041

FLORIDA VEHICLE REGISTRATION

/AGY 9 / 1 T# 855477200
B# 1685250

PLATE **TA9900** DECAL Expires **NO EXPIRATION**

YR/MK	**2015/HRTN**	BODY	**AM**	COLOR	**WHI**	Reg. Tax	1.60	Class Code	97
VIN	**3HAMNAALXFL686203**			TITLE	**118908944**	Init. Reg.		Tax Months	0
Plate Type	**NVR**	NET WT	**16401**	GVW	**21000**	County Fee	3.00	Back Tax Mos	
						Mail Fee		Credit Class	97
DL/FEID	**596000598-01**					Sales Tax		Credit Months	0
Date Issued	**5/21/2015**	Plate Issued	**2/8/2008**	TRANSFER:	**X**	Voluntary Fees			
						Grand Total	4.60		

ESCAMBIA COUNTY FLORIDA
601 HWY 297A
CANTONMENT, FL 32533

IMPORTANT INFORMATION

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5. I understand that my driver license and registrations will be suspended immediately if the insurer denies the insurance information submitted for this registration.

NVR - COUNTY VEHICLES

D. Vehicle Information

Complete this section with information about the vehicles used by this ambulance company and the services they provide. If there is more than one vehicle, copy and complete this section as needed. Attach a copy of each vehicle registration.

To qualify as an air ambulance supplier, the following is required:

- A written statement, signed by the President, Chief Executive Officer or Chief Operating Officer of the airport from where the aircraft is hangared that gives the name and address of the facility, and
- Proof that the enrolling ambulance company, or the company leasing the air ambulance vehicle to the enrolling ambulance company, possesses a valid charter flight license (FAA 135 Certificate) for the aircraft being used as an air ambulance. If the enrolling ambulance company owns the aircraft, the owner's name on the FAA 135 Certificate must be the same as the enrolling ambulance company's name (or the ambulance company owner as reported in Sections 5 or 6) in this application. If the enrolling ambulance company leases the aircraft from another company, a copy of the lease agreement must accompany this enrollment application.

If you are changing, adding, or deleting information, check the applicable box, furnish the effective date, and complete the appropriate fields in this section.

CHECK ONE	☐ CHANGE	☒ ADD	☐ DELETE
DATE *(mm/dd/yyyy)*		10/12/2018	

Type *(automobile, aircraft, boat, etc.)*	Vehicle Identification Number
AUTOMOBILE	1HTMNAAM49H107922

Make *(e.g., Ford)*	Model *(e.g., 350T)*	Year *(yyyy)*
NAVISTAR	603-1	2009

Does this vehicle provide:

Advanced life support (Level 1)	☒ YES	☐ NO	Specialty care transport	☒ YES	☐ NO
Advanced life support (Level 2)	☒ YES	☐ NO	Land ambulance	☒ YES	☐ NO
Basic life support	☒ YES	☐ NO	Air ambulance–fixed wing	☐ YES	☒ NO
Emergency runs	☒ YES	☐ NO	Air ambulance–rotary wing	☐ YES	☒ NO
Non-emergency runs	☒ YES	☐ NO	Marine ambulance	☐ YES	☒ NO

SECTION 627.733, Florida Statutes, requires mandatory Florida No-Fault Insurance to be maintained continuously throughout the entire registration period; failure to maintain the required coverage could result in suspension of your driver license and registration.

Mail To:
ESCAMBIA COUNTY FLORIDA
601 HWY 297A
CANTONMENT, FL 32533

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: Dept. of Highway Safety, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

#58242 EMS UNIT #01

LORIDA VEHICLE REGISTRATION

LATE COUN213318 DECAL Expires NO EXPIRATION

R/MK	2009/HEMV	BODY	AM	COLOR	WHI	Reg. T			
iN	1HTMNAAM49H107922			TITLE	102306014	Init. Reg.		Tax Months	0
ate Type	NVR	NET WT	15661			County Fee	3.00	Back Tax Mos	
						Mail Fee		Credit Class	97
L/FEID	596000598-01					Sales Tax		Credit Months	0
ate Issued	7/23/2009	Plate Issued	9/8/2003	TRANSFER:	X	Voluntary Fees			
						Grand Total	4.60		

SCAMBIA COUNTY FLORIDA
)1 HWY 297A
ANTONMENT, FL 32533

IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to replacement vehicle.
3. The registration must be surrendered when requesting a change of address.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.

/R - COUNTY VEHICLES

DEPARTMENT OF HEALTH AND HUMAN SERVICES
CENTERS FOR MEDICARE & MEDICAID SERVICES

Form Approved OMB
No. 0938-0626
Expires: 01/2020

ELECTRONIC FUNDS TRANSFER (EFT) AUTHORIZATION AGREEMENT

PART I: REASON FOR SUBMISSION

Reason for Submission:

☐ New EFT Enrollment
  ○ Individual ○ Group

☐ Change to Current EFT Enrollment
(e.g. account or bank changes)

☐ Cancel EFT Enrollment

☐ Check here if EFT payment is being made to the Home Office of the Chain Organization
(Attach letter Authorizing EFT payment to Chain Home Office)

Since your last EFT authorization agreement submission, have you had a:

☐ Change of Ownership, and/or

☐ Change of Practice Location?

If you checked either a change of ownership or change of practice location above, you must submit a change of information (using the Medicare enrollment application) to the Medicare contractor that services your geographical area(s) prior to or accompanying this EFT authorization agreement submission.

PART II: ACCOUNT HOLDER INFORMATION

Provider/Supplier/Indirect Payment Procedure (IPP) Biller Legal Business Name

Chain Organization Name or Home Office Legal Business Name (if different from Chain Organization Name)

Account Holder's Street Address

Account Holder's City	Account Holder's State	Account Holder's Zip Code

Tax Identification Number (TIN)
☐☐☐☐☐☐☐☐☐

Designate TIN
○ SSN (enrolling as an individual) OR
○ EIN (enrolling as a group/organization/corporation

Medicare Identification Number (if issued)
☐☐☐☐☐☐☐☐☐☐☐☐☐

Health Plan Identifier (HPID) or Other Entity Identifier (OEID) (IPP Entities Only)
☐☐☐☐☐☐☐☐☐☐☐☐

National Provider Identifier (NPI)	National Provider Identifier (NPI)	National Provider Identifier (NPI)
☐☐☐☐☐☐☐☐☐☐	☐☐☐☐☐☐☐☐☐☐	☐☐☐☐☐☐☐☐☐☐

PART III: FINANCIAL INSTITUTION INFORMATION

Financial Institution's Name

Financial Institution's Street Address

Financial Institution's City/Town	Financial Institution's State/Province	Financial Institution's Zip Postal Code

Financial Institution's Telephone Number	Financial Institution's Contact Person (optional)

Financial Institution Routing Number (must be 9 digits)
☐☐☐☐☐☐☐☐☐

Provider's/Supplier's/IPP Entity's Account Number with Financial Institution (include all zeroes)	Type of Account (check one)
☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐	○ Checking Account ○ Savings Account

Please include a confirmation of account information on bank letterhead or a voided check. When submitting the documentation, it should contain the name on the account, electronic routing transit number, account number and type. If submitting bank letterhead, the bank officer's name and signature is also required. This information will be used to verify your account number. **NOTE:** Starter checks are not acceptable for EFT confirmations.

PLEASE NOTE: In accordance with section 1104 of the Affordable Care Act, enrollment of electronic fund transfer (EFT) is for electronic fund transfer authorization only. EFT enrollment does not constitute enrollment as a provider or supplier in the Medicare program.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15087 **County Administrator's Report 13. 4.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 11/01/2018
Issue: Requests for Disposition of Property
From: William Powell, Director, Corrections
Organization: Corrections
CAO Approval:

RECOMMENDATION:
Recommendation Concerning the Request for Disposition of Property for the Corrections Department - William R. Powell, Director of Corrections

That the Board approve the Request for Disposition of Property Form for the Corrections Department for property which is described and listed on the Disposition Form. 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 properly disposed.

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 or properly disposed.

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:

Once approved, the department will coordinate the disposal of the items listed.

Attachments

Disposition of Property

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: CORRECTIONS COST CENTER NO: 290301

MELISSA M. SNOW DATE: 10/19/2018

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): M Snow Phone No: 850-595-3107

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	55522	Optiplex GX620 Computer	G5R36C1	N/A	2006	bad/obsolete
Y	59750	Latitude E5520 Laptop	71HNBT1	N/A	2012	bad/obsolete
Y	59752	Latitude E5520 Laptop	71JGBT1	N/A	2012	bad/obsolete
Y	60320	Latitude E5530 Laptop	7BHHJX1	N/A	2013	bad/obsolete
Y	57219	Optiplex 755 Computer	7BC6VF1	N/A	2008	bad/obsolete
Y	57223	Optiplex 755 Computer	9BC6VF1	N/A	2008	bad/obsolete

Disposal Comments: Equipment is no longer fit for intended use.

INFORMATION TECHNOLOGY (IT Technician): SHAWN FLETCHER

Print Name

Conditions: ____ Dispose-Good Condition-Unusable for BOCC

X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 10/22/18 Information Technology Technician Signature:

Date: 10/19/2018

FROM: Escambia County Department Director (Signature):

Director (Print Name): Wm. Rich Powell

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-15046 **County Administrator's Report 13. 1.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 11/01/2018
Issue: Purchase Order in Excess of $50,000
From: Mike Weaver, Department Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Fiscal Year 2018/2019 Purchase Orders in Excess of $50,000, for the Public Safety Department - Michael D. Weaver, Public Safety Department Director

That the Board approve the issuance of blanket and/or individual Purchase Orders in excess of $50,000, based upon previously-awarded Contracts, Contractual Agreements, or annual requirements, as follows, for the Public Safety Department, for Fiscal Year 2018/2019:

	Vendor	Amount	Contract Number
	Motorola Solutions Inc. Vendor Number: 135001 Emergency Communications Fund: 001 (General) Cost Center: 330403	$365,127	Annual Support Service for Original Equipment

BACKGROUND:

Issuance of this purchase order is necessary to ensure continuity of mission critical services provided by the Board of County Commissioners to the citizens of Escambia County through the Public Safety Department. Allocations for these expenditures are included in the proposed budget for Fiscal Year 2018/2019 for consideration by the Board at its public hearings to be held in September. Issuance of the purchase orders is dependent upon adoption of the proposed FY 2018/2019 budget at the second public hearing scheduled for September 17, 2018.

BUDGETARY IMPACT:

Per the guidance of Purchasing Manager, Paul Nobles, blanket purchase orders do not require a formal solicitation.

Funding is budgeted in the various accounts and cost centers listed.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Department will issue purchase requisitions as soon as possible on or after October 1, 2018, in accordance with the adopted FY 2018/2019 budget.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15093 **County Administrator's Report 13. 2.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 11/01/2018
Issue: Volunteer Firefighters Pay Instructions for Hurricane Michael
From: Mike Weaver, Department Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Pay Instruction for the Volunteer Firefighters that Deployed for Mutual Aid for Hurricane Michael - Michael D. Weaver- Public Safety Department Director

That the Board approve and authorize the Chairman to sign the Resolution authorizing Escambia County Fire Rescue to provide a disaster stipend payment, in an amount of $500, to the Volunteer Firefighters, who worked during the declared State of Emergency for Hurricane Michael. Florida Governor Rick Scott declared a state of emergency in 26 counties on Sunday, October 7, 2018.

BACKGROUND:

Florida Gov. Rick Scott declared a state of emergency in 26 counties as Hurricane Michael emerged closer to land on Sunday, October 7, 2018. Severeal Volunteer Firefighters mobilized to provide mutual aid to Bay County.

In keeping with the Standard Operating Guidelines for the Administrationof the Volunteer Firefighter Stipend Program, Section IV, A.3, Board Action is required for for the Volunteer Firefighters to get paid a one-time supplemental stipend payment of $500.

BUDGETARY IMPACT:

The estimated impact for all payments associated with this event is less than $6,000.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office wrote the attached Resolution Authorizing the Board of County Commissioners to approve the Disaster-Related pay associated with Hurricane Michael.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Stipend Policy
Florida Executive Order
Resolution

Board of County Commissioners
Escambia County, Florida

Title: Standard Operating Guidelines for the Administration of the Volunteer Firefighter Stipend Program, Section IV, A.3

Date Adopted: December 11, 2008
Effective Date: November 1, 2008
Policy Amended: October 6, 2016

A. Purpose

To promulgate policy and guidelines for payment of a stipend to volunteers who provide more than minimal services to our local citizens, and in so doing, incur personal expenses. While it is beyond the scope of the relationship to maintain detailed expense and reimbursement records, this Stipend will in some measure help to cover those personal expenses.

B. Required Qualifications and Payment Schedule

1. Firefighter Trainee: Will Receive $200 per month if:
    a. Has completed 12 Hour orientation training into the fire service.
    b. Obtains certification as Florida Firefighter I within one (1) year of joining Escambia County Fire-Rescue. After one year of service, no further stipend payments will be made until Florida Firefighter I certification is obtained.
    c. Attends 2 training meetings and responds to 25% of the assigned fire station's first 50 dispatched incidents and 12.5% of the remaining dispatched incidents for the month that a stipend is sought to be paid.
2. Driver Operator: Will receive $200 per month if:
    a. Meets all requirements and qualifications described Volunteer Firefighter Driver Operator Job Description.
    b. Attends 2 training meetings and responds to 25% of the assigned fire station's first 50 dispatched incidents and 12.5% of the remaining dispatched incidents for the month that a stipend is sought to be paid.
3. Firefighter I or Firefighter II: Will receive $400 per month if:
    a. Certified as Florida Firefighter I or Firefighter II.
    b. Attends 2 training meetings and responds to 25% of the assigned fire station's first 50 dispatched incidents and 12.5% of the remaining dispatched incidents for the month that a stipend is sought to be paid.

4. Lieutenant Rank: Will receive $450 per month if:

   a. Certified as Florida Firefighter I or Firefighter II.

   b. Has met all rank education and training requirements.

   c. Has successfully completed applicable promotional process.

   d. Attends 2 training meetings and responds to 25% of the assigned fire station's first 50 dispatched incidents and 12.5% of the remaining dispatched incidents for the month that, a stipend is sought to be paid.

5. Captain Rank: Will receive $500 per month if:

   a. Certified as Florida Firefighter I or Firefighter II.

   b. Has met all job education and training requirements.

   c. Has successfully completed applicable promotional process.

   d. Attends 2 training meetings and responds to 25% of the assigned fire station's first 50 dispatched incidents and 12.5% the remaining dispatched incidents for the month that a stipend is sought to be paid.

6. Assistant District Chief Rank: Will receive $550 per month if:

   a. Certified as Florida Firefighter I or Firefighter II.

   b. Has met all rank education and training requirements.

   c. Has successfully completed applicable promotional process.

   d. Attends 2 training meetings and responds to 25% of the assigned fire station's first 50 dispatched incidents and 12.5% the remaining dispatched incidents for the month that, a stipend is sought to be paid.

7. District Chief Rank: Will receive $650 per month if:

   a. Certified as Florida Firefighter I or Firefighter II.

   b. Has met all job education and training requirements.

   c. Has successfully completed applicable promotional process.

   d. Attends 2 training meetings and responds to 25% of the assigned fire station's first 50 dispatched incidents and 12.5% the remaining dispatched incidents for the month that, a stipend is sought to be paid.

C. <u>Disaster Payments</u>

In the event of a declared local, state, or national state of emergency disaster, volunteer firefighters who are recalled to maintain full-time emergency staffing by the Fire Chief or their designee, for a period of time of no less than 72 hours may receive a one-time supplemental stipend payment not to exceed $500. This payment is contingent upon available funding and must be approved by the Board of County Commissioners.

D. Procedures

1. An Attendance Roster Report will be completed for all dispatched incidents, training meetings, and special details. If possible, an officer will be responsible for completing this report. If an officer is not available, the most senior Firefighter will be responsible for the report. The District Chief or his designee will insure that the Report is completed properly.

2. The attendees will print their name, and sign the roster report. After all attendees have signed the roster, the District Chief or his designee will draw a line through the remainder of the report with the words "AND **NO** OTHERS." The District Chief or his designee will then print their name and sign the form at the designated place.

3. The District Chief or designee will be the only person permitted to add any additional attendees to the report. The District Chief or designee must initial any changes that are made.

4. The District Chief will prepare a Monthly Stipend Report at the end of each month that will include, but will not be limited to, the following information: number of incidents the assigned fire station was dispatched to; number of members, by rank, who met the qualifications to be eligible to receive the stipend; the total number of members in the department, and number of incidents, drills, training meetings, and special details each member attended. This report will be initialed by each member who is eligible to receive the Stipend and signed by the appropriate District Chief. The Monthly Stipend Report will be attached to a voucher and submitted to the Public Safety Business Operations Division Manager, no later than the 10th of the following month, for processing and payment by the Clerk's Finance Department.

5. The assigned District Chief shall be responsible for maintaining personnel files and training records, which accurately reflects each member's qualifications for their stipend level. These records shall be available for audit. In addition, District Chiefs shall be responsible for ensuring that a copy of each individual's Firefighter I & II certificates are on file in the Fire Administration Office.

E. Additional Guidance

1. Credit may be given for Special Details. This credit will not account for more than 50% of the dispatched incident attendance required for an individual in any given month. Each special detail may be credited towards attendance for one dispatched incident.

2. The 12-hour Orientation Course for Trainees shall include:

   a. Basic equipment and truck familiarization
   b. Safety
   c. Use of SCBA

d. Personal Protective Equipment
e. Blood borne pathogens
f. County General Operating Guidelines

Note: The assigned District Chief shall ensure that the above listed courses are to be completed within the first thirty-days (30) after the member has successfully completed the application process.

3. A member may be added to the Attendance Roster anytime that they are concurrently participating in other related Escambia County firefighting activities. This includes meetings, training and education events regardless of location.

F. Retention Incentive

In order to receive the Retention Incentive, Volunteer Firefighters must complete 96 hours of documented training and education relating to services that are provided by Escambia County Fire-Rescue per calendar year and participate in 25% of the assigned fire station's first 600 dispatched incidents and 12.5% of the remaining dispatched incidents for the preceding calendar year (to include credit for special details). Members meeting these requirements will be paid annually in the first quarter of the fiscal year. It will be the responsibility of each District Chief to submit the required documents for payment to the Public Safety Business Operations Manager in a timely manner in order to meet this schedule.

The Retention Incentive schedule is as follows:

Years of Service:	Payment during First Quarter of Fiscal Year:
5	$ 200.00
10	$ 400.00
15	$ 600.00
20	$ 900.00
25+	$1200.00

G. Instructor Stipend

A qualified volunteer instructor may receive additional stipend payments for instructing other Firefighters. In order to receive these payments the member must do the following:

a. Meet the requirements as outlined in the *Instructor Requirements* SOG.
b. Coordinate with the Fire-Rescue Training Office as outlined in the *Class Approval and Oversight* SOG
c. Teach and be present for the entire course
d. Collect and submit student post-instruction evaluation forms

Stipend payments are illustrated in the attached Volunteer Firefighter Instructor payment matrix (Attachment A.). Members cannot receive payments which exceed the maximum cumulative stipend payment for their respective rank during the fiscal year.

H. Annual Review

This policy shall be reviewed annually by the Fire Chief or his designee to determine if any amendments to the stipend program are warranted.

Volunteer Firefighter Stipend Program

Attachment A

Instructor Payment Matrix

October 6, 2016

Florida #	Title	Firefighter	Lieutenant	Captain	Chiefs
FFP2120	Building Construction	$785.83	$824.56	$1,552.69	$1,816.02
FFP1510	Codes and Standards	$698.52	$732.94	$1,380.17	$1,614.24
FFP2720	Company Officer	$785.83	$824.56	$1,552.69	$1,816.02
FFP1740	Course Delivery	$785.83	$824.56	$1,552.69	$1,816.02
RN9516	Chief Officer	$1,047.78	$1,099.41	$2,070.26	$2,421.35
FFP2521	Construction Documents and Plans Review	$698.52	$732.94	$1,380.17	$1,614.24
FFP2770	Ethical and Legal Issues	$785.83	$824.56	$1,552.69	$1,816.02
FFP1505	Prevention Practices	$785.83	$824.56	$1,552.69	$1,816.02
FFP2706	Public Information Officer	$698.52	$732.94	$1,380.17	$1,614.24
FFP1810	Tactics and Strategies I	$785.83	$824.56	$1,552.69	$1,816.02
FFP2811	Tactics and Strategies II	$785.83	$824.56	$1,552.69	$1,816.02
FFP2111	Fire Chemistry	$698.52	$732.94	$1,380.17	$1,614.24
FFP2610	Fire Investigation: Origin & Cause	$698.52	$732.94	$1,380.17	$1,614.24
FFP1540	Private Fire Protection Systems I	$785.83	$824.56	$1,552.69	$1,816.02
FFP2541	Private Fire Protection Systems II	$698.52	$732.94	$1,380.17	$1,614.24
S130	Basic Wildland Firefighter Training	$279.41	$293.18	$552.07	$645.69
S190	Basic Wildland Firefighter Training	$419.11	$439.77	$828.10	$968.54
	Apparatus Operations	$698.52	$732.94	$1,380.17	$1,614.24
	Hydraulics	$698.52	$732.94	$1,380.17	$1,614.24
	Hazardous Materials I	$419.11	$439.77	$828.10	$968.54
	Hazardous Materials II	$2,794.08	$2,931.77	$5,520.68	$6,456.94
	ICS 400	$139.70	$146.59	$276.03	$322.85
	Fire & Life Safety Educator I	$698.52	$732.94	$1,380.17	$1,614.24
	Fire & Life Safety Educator II	$698.52	$732.94	$1,380.17	$1,614.24
	Emergency Vehicle Operator	$279.41	$293.18	$552.07	$645.69
	CPR	$69.85	$73.29	$138.02	$161.42
	Emergency Medical First Responder	$698.52	$732.94	$1,380.17	$1,614.24
	Maximum Cumulative Stipend	**$10,470.80**	**$10,986.80**	**$16,148.00**	**$24,197.40**

STATE OF FLORIDA

OFFICE OF THE GOVERNOR

EXECUTIVE ORDER NUMBER 18-276

(Emergency Management – Tropical Storm Michael)

WHEREAS, as of 1:00 p.m. on Sunday, October 7, 2018, Tropical Storm Michael has formed 90 miles south of Cozumel, Mexico, with current maximum sustained winds of 40 miles per hour and movement toward the north; and

WHEREAS, the National Hurricane Center forecasts that Tropical Storm Michael will increase in intensity and forward speed as it moves across the eastern Gulf of Mexico late Monday through Wednesday morning, and may become a hurricane by Tuesday night or Wednesday before making landfall on the Gulf Coast; and

WHEREAS, there is an increasing risk of dangerous storm surge, rainfall, strong winds, hazardous seas, and the potential for isolated tornadic activity for portions of Florida's northern Gulf Coast by mid-week; and

WHEREAS, Tropical Storm Michael poses a severe threat to the State of Florida and requires that timely precautions are taken to protect the communities, critical infrastructure, and general welfare of this State;

WHEREAS, the threat posed by Tropical Storm Michael requires that timely precautions are taken to protect the communities, critical infrastructure, and the general welfare; and

WHEREAS, as Governor, I am responsible to meet the dangers presented to this state and its people by this emergency; and,

NOW, THEREFORE, I, RICK SCOTT, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section 1(a) of the Florida Constitution and by the Florida Emergency Management Act, as amended, and all other applicable laws, promulgate the following Executive Order, to take immediate effect:

Section 1. Because of the foregoing conditions, I declare that a state of emergency exists in the following counties: Escambia, Santa Rosa, Okaloosa, Walton, Holmes, Washington, Bay, Jackson, Calhoun, Gulf, Gadsden, Liberty, Franklin, Leon, Wakulla, Jefferson, Madison, Taylor, Hamilton, Suwannee, Lafayette, Dixie, Columbia, Gilchrist, Levy, and Citrus.

Section 2. I designate the Director of the Division of Emergency Management ("Director") as the State Coordinating Officer for the duration of this emergency and direct him to execute the State's Comprehensive Emergency Management Plan and other response, recovery, and mitigation plans necessary to cope with the emergency. Pursuant to section 252.36(1)(a), Florida Statutes, I delegate to the State Coordinating Officer the authority to exercise those powers delineated in sections 252.36(5)–(10), Florida Statutes, which he shall exercise as needed to meet this emergency, subject to the limitations of section 252.33, Florida Statutes. In exercising the powers delegated by this Order, the State Coordinating Officer shall confer with the Governor to the fullest extent practicable. The State Coordinating Officer shall also have the authority to:

A. Invoke and administer the Emergency Management Assistance Compact ("EMAC") (sections 252.921-252.9335, Florida Statutes) and other compacts and agreements existing between the State of Florida and other states, and the further authority to coordinate the allocation of resources from such other states that are made available to Florida under such compacts and agreements so as best to meet this emergency.

B. Seek direct assistance and enter into agreements with any and all agencies of the United States Government as may be needed to meet the emergency.

C. Direct all state, regional and local governmental agencies, including law enforcement agencies, to identify personnel needed from those agencies to assist in meeting the response, recovery, and mitigation needs created by this emergency, and to place all such personnel

under the direct command and coordination of the State Coordinating Officer to meet this emergency.

D. Designate additional Deputy State Coordinating Officers, as necessary.

E. Suspend the effect of any statute, rule, or order that would in any way prevent, hinder, or delay any mitigation, response, or recovery action necessary to cope with this emergency.

F. Enter orders as may be needed to implement any of the foregoing powers; however, the requirements of sections 252.46 and 120.54(4), Florida Statutes, do not apply to any such orders issued by the State Coordinating Officer; however, no such order shall remain in effect beyond the expiration of this Executive Order, to include any extension.

Section 3. I order the Adjutant General to activate the Florida National Guard, as needed, to deal with this emergency.

Section 4. I find that the special duties and responsibilities resting upon some State, regional, and local agencies and other governmental bodies in responding to the emergency may require them to suspend the application of the statutes, rules, ordinances, and orders they administer. Therefore, I issue the following authorizations:

A. Pursuant to section 252.36(1)(a), Florida Statutes, the Executive Office of the Governor may suspend all statutes and rules affecting budgeting to the extent necessary to provide budget authority for state agencies to cope with this emergency. The requirements of sections 252.46 and 120.54(4), Florida Statutes, do not apply to any such suspension issued by the Executive Office of the Governor; however, no such suspension shall remain in effect beyond the expiration of this Executive Order, to include any extension.

B. Each State agency may suspend the provisions of any regulatory statute prescribing the procedures for conduct of state business or the orders or rules of that agency, if

strict compliance with the provisions of any such statute, order, or rule would in any way prevent, hinder, or delay necessary action in coping with the emergency. This includes, but is not limited to, the authority to suspend any and all statutes, rules, ordinances, or orders which affect leasing, printing, purchasing, travel, and the condition of employment and the compensation of employees. For the purposes of this Executive Order, "necessary action in coping with the emergency" means any emergency mitigation, response, or recovery action: (1) prescribed in the State Comprehensive Emergency Management Plan ("CEMP"); or, (2) ordered by the State Coordinating Officer. The requirements of sections 252.46 and 120.54(4), Florida Statutes, shall not apply to any such suspension issued by a State agency; however, no such suspension shall remain in effect beyond the expiration of this Executive Order, to include any extensions of this Order.

C. In accordance with section 252.38, Florida Statutes, each political subdivision within the State of Florida may waive the procedures and formalities otherwise required of the political subdivision by law pertaining to:

1) Performance of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community;

2) Entering into contracts;

3) Incurring obligations;

4) Employment of permanent and temporary workers;

5) Utilization of volunteer workers;

6) Rental of equipment;

7) Acquisition and distribution, with or without compensation, of supplies, materials, and facilities; and,

8) Appropriation and expenditure of public funds.

D. All agencies whose employees are certified by the American Red Cross as disaster service volunteers within the meaning of Section 110.120(3), Florida Statutes, may release any such employees for such service as requested by the Red Cross to meet this emergency.

E. The Secretary of the Florida Department of Transportation (DOT) may:

1) Waive the collection of tolls and other fees and charges for the use of the Turnpike and other public highways, to the extent such waiver may be needed to provide emergency assistance or facilitate the evacuation of the affected counties;

2) Reverse the flow of traffic or close any and all roads, highways, and portions of highways as may be needed for the safe and efficient transportation of evacuees to those counties that the State Coordinating Officer may designate as destination counties for evacuees in this emergency;

3) Suspend enforcement of the registration requirements pursuant to sections 316.545(4) and 320.0715, Florida Statutes, for commercial motor vehicles that enter Florida to provide emergency services or supplies, to transport emergency equipment, supplies or personnel, or to transport FEMA mobile homes or office style mobile homes into or from Florida;

4) Waive the hours of service requirements for such vehicles;

5) Waive by special permit the warning signal requirements in the Utility Accommodations Manual to accommodate public utility companies from other jurisdictions which render assistance in restoring vital services; and,

6) Waive the size and weight restrictions for divisible loads on any vehicles transporting emergency equipment, services, supplies, and agricultural commodities and citrus as recommended by the Commissioner of Agriculture, allowing the establishment of alternate size and weight restrictions for all such vehicles for the duration of the emergency. The DOT shall

issue permits and such vehicles shall be subject to such special conditions as the DOT may endorse on any such permits.

Nothing in this Executive Order shall be construed to allow any vehicle to exceed weight limits posted for bridges and like structures, or relieve any vehicle or the carrier, owner, or driver of any vehicle from compliance with any restrictions other than those specified in this Executive Order, or from any statute, rule, order, or other legal requirement not specifically waived or suspended herein or by supplemental order by the State Coordinating Officer;

F. The Executive Director of the Department of Highway Safety and Motor Vehicles (DHSMV) may:

1) Suspend enforcement of the registration requirements pursuant to sections 316.545(4) and 320.0715, Florida Statutes, for commercial motor vehicles that enter Florida to provide emergency services or supplies, to transport emergency equipment, supplies or personnel, or to transport FEMA mobile homes or office style mobile homes into or from Florida;

2) Waive the hours of service requirements for such vehicles;

3) Suspend the enforcement of the licensing and registration requirements under the International Fuel Tax Agreement (IFTA) pursuant to Chapter 207 Florida Statutes, and the International Registration Plan (IRP) pursuant to section 320.0715, Florida Statutes, for motor carriers or drivers operating commercial motor vehicles that are properly registered in other jurisdictions and that are participating in emergency relief efforts through the transportation of equipment and supplies or providing other assistance in the form of emergency services;

4) Waive fees for duplicate or replacement vessel registration certificates, vessel title certificates, vehicle license plates, vehicle registration certificates, vehicle tag certificates, vehicle title certificates, handicapped parking permits, replacement drivers' licenses, and replacement identification cards and to waive the additional fees for the late renewal of or

application for such licenses, certificates, and documents due to the effects of adverse weather conditions; and,

5) Defer administrative actions and waive fees imposed by law for the late renewal or application for the above licenses, certificates, and documents, which were delayed due to the effects of adverse weather conditions, including in counties wherein the DHSMV has closed offices, or any office of the County Tax Collector that acts on behalf of the DHSMV to process renewals has closed offices due to adverse weather conditions.

Recordkeeping and other applicable requirements for existing IFTA and IRP licensees and registrants are not affected by this order. The DHSMV shall promptly notify the State Coordinating Officer when the waiver is no longer necessary.

G. In accordance with section 465.0275, Florida Statutes, pharmacists may dispense up to a 30-day emergency prescription refill of maintenance medication to persons who reside in an area or county covered under this Executive Order and to emergency personnel who have been activated by their state and local agency but who do not reside in an area or county covered by this Executive Order.

H. All State agencies responsible for the use of State buildings and facilities may close such buildings and facilities in those portions of the State affected by this emergency, to the extent to meet this emergency. I direct each State agency to report the closure of any State building or facility to the Secretary of the Department of Management Services. Under the authority contained in section 252.36, Florida Statutes, I direct each County to report the closure of any building or facility operated or maintained by the County or any political subdivision therein to the Secretary of the Department of Management Services. Furthermore, I direct the Secretary of the Department of Management Services to:

1) Maintain an accurate and up-to-date list of all such closures; and,

2) Provide that list daily to the State Coordinating Officer.

I. All State agencies may abrogate the time requirements, notice requirements, and deadlines for final action on applications for permits, licenses, rates, and other approvals under any statutes or rules under which such application are deemed to be approved unless disapproved in writing by specified deadlines, and all such time requirements that have not yet expired as of the date of this Executive Order are suspended and tolled to the extent needed to meet this emergency.

Section 5. All public facilities, including elementary and secondary schools, community colleges, state universities, and other facilities owned or leased by the state, regional or local governments that are suitable for use as public shelters shall be made available at the request of the local emergency management agencies to ensure the proper reception and care of all evacuees. Under the authority contained in section 252.36, Florida Statutes, I direct the Superintendent of each public school district in the State of Florida to report the closure of any school within its district to the Commissioner of the Florida Department of Education. Furthermore, I direct the Commissioner of the Department of Education to:

A. Maintain an accurate and up-to-date list of all such closures; and,

B. Provide that list daily to the State Coordinating Officer.

Section 6. I find that the demands placed upon the funds appropriated to the agencies of the State of Florida and to local agencies are unreasonably great and may be inadequate to pay the costs of coping with this disaster. In accordance with section 252.37(2), Florida Statutes, I direct that sufficient funds be made available, as needed, by transferring and expending moneys appropriated for other purposes, moneys from unappropriated surplus funds, or from the Budget Stabilization Fund.

Section 7. All State agencies entering emergency final orders or other final actions in response to this emergency shall advise the State Coordinating Officer contemporaneously or as soon as practicable.

Section 8. Medical professionals and workers, social workers, and counselors with good and valid professional licenses issued by states other than the State of Florida may render such services in Florida during this emergency for persons affected by this emergency with the condition that such services be rendered to such persons free of charge, and with the further condition that such services be rendered under the auspices of the American Red Cross or the Florida Department of Health.

Section 9. Pursuant to section 501.160, Florida Statutes, it is unlawful and a violation of section 501.204 for a person to rent or sell or offer to rent or sell at an unconscionable price within the area for which the state of emergency is declared, any essential commodity including, but not limited to, supplies, services, provisions, or equipment that is necessary for consumption or use as a direct result of the emergency.

Section 10. Under the authority contained in sections 252.36(5)(a), (g), and (m), Florida Statutes, I direct that, for the purposes of this emergency, the term "essentials", as defined by section 252.359(2), Florida Statutes, shall be the same as and no more expansive than the term "commodity", as defined by section 501.160(1)(a), Florida Statutes (hereinafter referred to collectively or alternatively as "essential commodities"). Accordingly, any person who delivers essential commodities to a location in the area(s) declared to be under a state of emergency by this Executive Order, and when necessary to ensure that those commodities are made available to the public, may travel within evacuated areas and exceed curfews, provided the State Coordinating Officer determines, after consultation with the appropriate Emergency Support Function(s), that:

A. Law enforcement officials in the declared area(s) can provide adequate security to protect the essential commodities from theft;

B. The weight of a delivery vehicle will not jeopardize the structural integrity of any roadway or bridge located within the declared area;

C. Delivery vehicles will not negatively impact evacuation activities in the declared area(s); and,

D. Delivery vehicles will not negatively impact any response or recovery activities occurring within the declared area(s).

After consulting with the appropriate Emergency Support Function(s), and after consulting with local officials, the State Coordinating Officer may dictate the routes of ingress, egress, and movement within the declared area(s) that drivers must follow when delivering essential commodities.

Provided he or she is actually delivering medications, any person authorized to deliver medications under chapter 893, Florida Statutes, qualifies as a person delivering essential commodities.

In order to qualify as a person delivering essential commodities under this section, a person must be in the process of delivering essential commodities only. If an individual is transporting both essential and non-essential commodities, then this section shall not provide any authorization for that individual to enter into or move within the declared area(s).

Section 11. Consistent with Executive Order 80-29, nothing in this Order shall prevent local jurisdictions in any area not declared to be under a state of emergency by this Executive Order from taking prompt and necessary action to save lives and protect the property of their citizens, including the authority to compel and direct timely evacuation when necessary.

Section 12. I authorize the Florida Housing Finance Corporation to distribute funds pursuant to section 420.9073, Florida Statutes, to any county, municipality, or other political subdivision located within the area(s) declared to be under a state of emergency by this executive order. The authority of the Florida Housing Finance Corporation to distribute funds under this state of emergency shall expire six months from the expiration of this Order, to include any extensions of this Order.

Section 13. All actions taken by the Director of the Division of Emergency Management with respect to this emergency before the issuance of this Executive Order are ratified. This Executive Order shall expire sixty days from this date unless extended.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 7th day of October, 2018.

GOVERNOR

ATTEST:

SECRETARY OF STATE

FILED
2018 OCT -7 PM 3:05
DEPARTMENT OF STATE
TALLAHASSEE, FLORIDA

RESOLUTION R2018-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA APPROVING A DISASTER STIPEND PAYMENT TO VOLUNTEER FIREFIGHTERS WHO WERE CALLED TO MAINTAIN EMERGENCY STAFFING DURING A DECLARED STATE OF EMERGENCY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 11, 2008, the Escambia County Board of County Commissioners previously adopted Standard Operating Guidelines for the Administration of the Volunteer Firefighter Stipend Program authorizing payment of a stipend to volunteers who provide exceptional services to our local citizens; and

WHEREAS, pursuant to said guidelines, in the event of a declared local state of emergency, the Board may approve a one-time disaster stipend payment not to exceed $500 for volunteer firefighters who are called to maintain full-time emergency staffing by the Fire Chief for a period of time not less than 72 hours; and

WHEREAS, on Sunday, October 7, 2018, the Governor of Florida issued Executive Order 18-276, as amended by Executive Order 18-277, declaring a state of emergency for 35 Florida counties due to the imminent threat posed by Hurricane Michael; and

WHEREAS, due to the imminent threat posed by Hurricane Michael, the Board of County Commissioners declared a state of local emergency on Monday, October 8, 2018 through Monday October 15, 2018; and

WHEREAS, the Board of County Commissioners finds that authorizing a disaster stipend payment for volunteer firefighters who were called to maintain emergency staffing during a declared state of emergency advances the public health, safety and welfare.

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

Section 1. The above stated recitals are true and correct and incorporated herein by reference.

Section 2. The Board of County Commissioners hereby authorizes the County Administrator, or designee, to approve a one-time disaster stipend payment in the amount of $500 for volunteer firefighters who were called to maintain full-time emergency staffing by the Fire Chief for a period of time not less than 72 hours during the declared state of emergency commencing on Sunday, October 7, 2018.

Section 3. This Resolution will take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this ____ of _____, 2018.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

ATTEST: Pam Childers
Clerk of the Circuit Court

By:_____
Jeff Bergosh, Chairman

By:_____
Deputy Clerk

Approved as to form and legal sufficiency.

By/Title:

Date: 10/24/18

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15029 **County Administrator's Report 13. 3.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 11/01/2018
Issue: Purchase Order for South Central Planning & Development Commission
From: Tim Tolbert, Building Official/Department Director
Organization: Building Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Purchase Order to South Central Planning and Development Commission for MyGovernmentOnline.org Software and License Fees - Tim Tolbert, Building Official/Building Services Department Director

That the Board approve and authorize a Purchase Order, in the amount of $84,399.84, to South Central Planning and Development Commission (SCPDC), for the use of the MyGovermentOnline.org (MGO) Software Suite, for the period of October 1, 2018, to September 30, 2019. The cost will be divided between the Building Services Department and the Information Technology Department.

[Funding: Fund 001, General Fund, Cost Center 270102, Information Systems - $42,199.92, and Fund 406, Building Inspections Fund, Cost Center 250111, Building Inspections Administration - $42,199.92]

BACKGROUND:

Each year, the Building Services Deparment and the Budget Services Department, Information Technology Division, have shared equally in the cost of the land records management software for all users in Escambia County. On 5/25/17, the Board approved a Software License and Service Agreement with South Central Planning and Development Commission (SCPDC) for use of the MyGovernmentOnline (MGO) Software Suite, at an annual cost of $84,399.84, replacing the Accela Civic Platform Software. The MyGovernmentOnline Software Suite includes the My Permit Now and Inspection Anywhere software and license fees, Planning & Zoning Services software, Solutions Center software, and the MyAddressNow GIS Integration software. County staff has carefully examined the Software License and Services Agreement and determined that it will be beneficial

to Escambia County to renew the Agreement for all users.

BUDGETARY IMPACT:

Funds are available in Fund 001 General Fund, Cost Center 270102 IT Applications, and Fund 406 Building Inspections Fund, Cost Center 250111 Building Inspections Administration.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provision of the Code of Ordinances of Escambia County, Florida, Chapter 46, Article II, Division 3, Section 81, Purchasing and Contracts.

IMPLEMENTATION/COORDINATION:

No implementation required.

Attachments

Software License and Service Agreement

IT Approval

5/25/2017 CAR II-15

SOFTWARE LICENSE AND SERVICE AGREEMENT

1. PARTIES AND PURPOSE

1.1. Escambia County ("Licensee"), a political subdivision of the State of Florida domiciled in Escambia County.

1.2. The South Central Planning and Development Commission ("Licensor" or "SCPDC") is a regional planning commission and political subdivision of the State of Louisiana, domiciled in Terrebonne Parish. The district was established in 1973 and created by law in 1978 under state act 472. The statute allows its member governmental entities to come together through SCPDC to provide long range planning, act as a state and federal liaison, provide guidance and study current issues affecting government, and provide services to business and citizens.

Date: 6/5/2017 Verified By: K. McCord

1.3. SCPDC has created *MyGovernmentOnline* software (the "SCPDC Software"), and this contract is entered into among Licensee and SCPDC to license Licensee to use specified modules of the SCPDC Software under certain terms and conditions.

This SOFTWARE LICENSE AND SERVICE AGREEMENT (this "Agreement") is entered into by and between Licensor and Licensee, and describes the terms and conditions pursuant to which Licensor shall license to Licensee the use of, and provide services and support for, certain SCPDC Software (as defined below).

In consideration of the mutual promises and upon the terms and conditions set forth below, the parties agree as follows:

2. DEFINITIONS

2.1 "CONFIDENTIAL INFORMATION" means drawings, benchmark tests, specifications, trade secrets, object code and machine-readable copies of the Software, source code relating to the Software, and any other proprietary information supplied to Licensee by SCPDC, or by Licensee to SCPDC and clearly marked as "confidential information," including all items defined as "confidential information" in any other agreement between Licensee and SCPDC whether executed prior to or after the date of this Agreement.

2.2 "DOCUMENTATION" means any on-line help files, instruction manuals, training materials, operating instructions, user manuals, and specifications provided by SCPDC which describe the use of the Software and which either accompany the Software or are provided to Licensee at any time by SCPDC.

2.3 "EFFECTIVE DATE" means the later of the dates on which Licensee and SCPDC have signed this Agreement.

2.4 "EQUIPMENT" means the computer system, including peripheral equipment and operating system software, specified in **Schedule B**.

2.5 "MAJOR AND MINOR UPDATES" shall mean updates, if any, to the SCPDC Software. Major Updates involve additions of substantial functionality while Minor Updates do not. Major Updates are designated by a change in the number to the left of the decimal point of the number appearing after the product name while Minor Updates are designated by a change in such number to the right of the decimal point. Example, My Permit Now version X.0 (major update) and My Permit Now version 0.Y (minor update). SCPDC is the sole determiner of the availability and designation of an update as a Major or Minor Update. Where used herein "Updates" shall mean Major or Minor Updates interchangeably.

2.6 "SITE" means each physical location or each Internet link accessible by end-users through Licensee's Web Site, at which Licensee and its customers are entitled to Use the Software.

2.7 "SOFTWARE" means the computer software programs and modules specified in **Schedule A** and otherwise provided for Licensee use pursuant to this Agreement, as enhanced, modified, corrected, upgraded, added, customized, or otherwise changed by SCPDC pursuant to the requirements of this Agreement.

2.8 "USE" means loading, utilization, storage or display of the Software by Licensee for its own internal information processing, and utilization by end users accessing Licensee's Web Site through the Internet.

2.9 "PERMIT" shall mean any type of permit, including but not limited to, new service permits, new construction permit, building permit, structure renovation permit, mechanical permit, plumbing permit, gas permit, electrical permit, and sign permit.

3. LICENSE, DELIVERABLES AND COPIES

3.1 LICENSE GRANT.

(a) Subject to the terms of this Agreement, Licensor grants to Licensee a nonexclusive, nontransferable, royalty-bearing user license ("License") during the term of this Agreement to use the Licensor's Software, through Internet access only, solely for purposes of using the Licensor's products known collectively as *MyGovernmentOnline* Software Modules. The scope of the License encompasses Licensee's internal use of Licensor's Software in connection with providing services to Licensee's customers and includes the following purposes: (1) enabling members of the public to access Licensee's portal via the Internet to (A) electronically submit permit applications and associated documents to Licensee for review, (B) track the status of permit applications, and (C) schedule inspections and receive real-time notification of inspection results via email and phone messaging; and (2) enabling Licensee's employees, officials, and agents to (A) electronically receive, track, process, manage, research, and store applications for Licensee permits, and (B) obtain customized reports regarding permit applications and associated documents. Except as otherwise provided by **Schedule A**, the License excludes any sublicensing

of Licensor's Software, uploading or otherwise transferring, or providing direct access to, the Licensor's Software to any third party without Licensor's prior written consent, including access by any third party to the Licensor's Software on a stand-alone basis. The License granted hereunder includes the use of Documentation in connection with Use of the Software.

(b) SCPDC and its Licensors solely own all right, title and interest in and to the SCPDC's Software, and reserve all rights therein not expressly granted under this Agreement. This License transfers to Licensee neither title nor any proprietary or intellectual property rights to the Software, Documentation, or any copyrights, patents, or trademarks, embodied or used in connection therewith, except for the rights expressly granted herein.

(i) Without limiting the generality of the foregoing, except as expressly stated in paragraph (a), Licensee may not directly or through any third party (a) transfer or sublicense, in whole or part, any copies of the SCPDC Software to any third party; (b) modify, decompile, reverse engineer, or otherwise attempt to access the source code of the SCPDC Software; or (c) copy the SCPDC Software, except such copies of the records as necessary for reasonable and customary test instances, production instances, back-up and disaster recovery purposes. Licensee will not delete or alter the copyright, trademark or other proprietary rights notices of SCPDC and its licensors included with the SCPDC Software as delivered to Licensee, and will reproduce such notices on all copies of the SCPDC Software. If derivative works of the SCPDC Software are prepared by or on behalf of Licensee based on suggestions or requests by Licensee, SCPDC will solely own such modifications.

(ii) The Licensee may develop products that interface or are intended for use with the SCPDC Software ("Add-On Products") with SCPDC's express written permission.

(c) Notwithstanding the inclusion of Licensee's customer in the class of allowed users, SCPDC's affirmative obligations will be limited to Licensee.

3.2 DELIVERABLES. SCPDC shall provide an Internet accessible software service and solution that meets all the terms, conditions, specifications, and requirements set forth in this document. All services shall be performed for the prices set forth in **Schedule A**. SCPDC shall provide maintenance and support of the Software under the terms and conditions set forth in **Schedule C**, Maintenance and Support.

3.3 COPIES. The License includes the right to copy and reprint Documentation, or portions thereof, for use with the Software in accordance with the rights granted hereunder including for backup/archival purposes, training, internal Licensee intranet posting and other uses consistent with the License. Whenever Licensee is permitted to copy or reproduce all or any part of the Documentation, all titles, trademark symbols, copyright symbols and legends, and other proprietary markings must be reproduced.

4. LICENSE RESTRICTIONS. Except as otherwise provided in **Schedule A**, Licensee agrees that it will not itself, or through any parent, subsidiary, affiliate, agent or other third party:

(a) sell, lease, license or sub-license the Software or the Documentation; (b) decompile, disassemble, or reverse engineer Software, in whole or in part; (c) write or develop any derivative software or any other software program based upon the Software or any Confidential Information; (d) use the Software to provide services on a 'service bureau' basis; or (e) provide, disclose, divulge or make available to, or permit use of the Software by any unauthorized third party without SCPDC's prior written consent.

5. LICENSE FEE, COMPENSATION FOR SERVICES, & EXPENSES

5.1 LICENSE FEE. In consideration of the License granted pursuant to Section 3.1, Licensee agrees to pay SCPDC the annual License Fee specified in **Schedule A**. Payments and any interest on late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes.

5.2 TAXES. SCPDC and Licensee are both tax exempt entities and no taxes are expected from this transaction. The parties are exempt from paying sales tax and shall provide one another with a tax exemption certificate. In no event shall the parties be liable for any personal property taxes which may otherwise be levied on the other or on any taxes levied on either parties' employees' wages or any other taxes which may otherwise be required to be paid by the parties under federal or state law.

5.3 SERVICES. SCPDC shall provide all services as described in **Schedule A** for the fees described in **Schedule A**.

5.4 EXPENSES. License Fee and the fees for services do not include Reimbursable Expenses. SCPDC will bill Licensee for identified Reimbursable Expenses and Licensee shall reimburse SCPDC. All requests for Reimbursable Expenses shall require prior written approval by the Licensee and all expenses submitted for reimbursement must be verified with the appropriate documentation. SCPDC further agrees all requests for Reimbursable Expenses shall comply and be used in accordance with Chapter 112, Florida Statutes. County reserves the right to audit Consultant's records regarding Reimbursable Expenses upon reasonable notice. For the purpose of this Agreement, "Reimbursable Expenses" shall mean expenses incurred directly in connection with the services performed pursuant to this Agreement by SCPDC for travel and transportation. Lodging, airline costs, Mileage, and food reimbursement will be based on the Federal GSA per diem rate as found on GSA.gov. Car rental expenses shall be for actual cost.

5.5 INVOICES. All invoices under this Agreement shall be sent to the following address:

Escambia County Building Services Department
Attn: Accountant
3363 West Park Place
Pensacola, Florida 32505

Payment will be processed according to the regular payment procedures of the Licensee.

6. MAINTENANCE AND SUPPORT. There shall be no separate fee for maintenance and support. The annual License Fee includes all maintenance and support described in this Agreement and **Schedule C**.

7. LIMITED WARRANTY AND LIMITATION OF LIABILITY

7.1 LIMITED WARRANTY. SCPDC warrants for the term of the Agreement from the Effective Date (the "Warranty Period") the Software will perform in substantial accordance with the Documentation under normal use. If during the Warranty Period the Software does not perform as warranted (a "Non-Conformance"), SCPDC shall undertake to correct such Non-Conformance, or if correction is reasonably not possible, replace such Software free of charge. If neither of the foregoing is commercially practicable, SCPDC shall terminate this Agreement and refund to Licensee the License Fee. THE FOREGOING ARE LICENSEE'S SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY. The warranty set forth above is made to and for the benefit of Licensee only. The warranty will apply only if:

(a) the Software has been properly used at all times and in accordance with the instructions for Use; and

(b) no modification, alteration, or addition has been made to the Software by persons under the control of Licensee (except pursuant to the authorized Use of the Software specified in **Schedule A**) except as authorized in writing by SCPDC; and

(c) Licensee has not requested modifications, alterations or additions to the Software that cause it to deviate from the Documentation.

Further, SCPDC warrants that it possesses all of the right, title, interest and authority to enter into this Agreement with Licensee. SCPDC also warrants that no lawsuit or claim concerning the Software is currently pending. Any pre-production versions of the Software distributed to Licensee are delivered "as-is," without any express or implied warranties. No employee, agent, representative or affiliate of SCPDC has authority to bind SCPDC to any oral representations or warranty concerning the Software. Any written representation or warranty not expressly contained in this Agreement will not be enforceable.

7.2 DISCLAIMER. EXCEPT AS SET FORTH ABOVE, SCPDC MAKES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE SOFTWARE OR THE DOCUMENTATION, OR ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED TO LICENSEE UNDER THIS AGREEMENT, INCLUDING MAINTENANCE AND SUPPORT. SCPDC SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT WITH RESPECT TO THE SOFTWARE, DOCUMENTATION AND SAID OTHER MATERIALS AND SERVICES, AND WITH RESPECT TO THE FOREGOING. IN ADDITION, SCPDC DISCLAIMS ANY WARRANTY WITH RESPECT TO, AND WILL NOT BE LIABLE OR OTHERWISE RESPONSIBLE FOR, THE OPERATION OF THE SOFTWARE IF PROGRAMS ARE MADE THROUGH THE USE OF SOFTWARE OR NON-SCPDC SOFTWARE THAT CHANGE, OR ARE ABLE TO CHANGE, THE DATA MODEL OF THE SOFTWARE.

7.3 LIMITATION OF LIABILITY. IN NO EVENT WILL SCPDC BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, COST OF COVER OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE FURNISHING, PERFORMANCE OR USE OF THE SOFTWARE OR SERVICES PERFORMED HEREUNDER, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE, EVEN IF SCPDC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, SCPDC WILL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY DELAY IN DELIVERY OR FURNISHING THE SOFTWARE OR SAID SERVICES. SCPDC'S LIABILITY UNDER THIS AGREEMENT FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, RESTITUTION, WILL NOT, IN ANY EVENT, EXCEED THE LICENSE FEE PAID BY LICENSEE TO SCPDC UNDER THIS AGREEMENT.

7.4 ALLOCATION OF RISK. The provisions of this Section 7 allocate risks under this Agreement between Licensee and SCPDC. SCPDC's pricing reflects this allocation of risks and limitation thereof in accordance with the provisions of this Agreement and not liability.

8. INDEMNIFICATION

8.1 INFRINGEMENT INDEMNITY. SCPDC warrants that the Software will not infringe upon any copyright, patent, trade secret or other intellectual property, proprietary, or ownership interest or legal rights of any third party. SCPDC shall, at its expense, hold harmless, indemnify, defend or settle any claim, action or allegation brought against Licensee, its officers, employees, and agents that the Software infringes any patent, copyright, trade secret or other proprietary right of any third party and shall pay any costs and damages awarded against Licensee in any such action including, but not limited to, attorneys' fees and costs, final judgments awarded or settlements entered in the action; provided that Licensee gives prompt written notice to SCPDC of any such claim, action or allegation of infringement and gives SCPDC the authority to proceed as contemplated herein. SCPDC will have the exclusive right to defend any such claim, action or allegation and make settlements thereof at its own discretion, and Licensee may not settle or compromise such claim, action or allegation, except with prior written consent of SCPDC. Licensee shall give such assistance and information as SCPDC may reasonably require to settle or oppose such claims. In the event any such infringement, claim, action or allegation is brought or threatened, SCPDC may, at its sole option and expense:

(a) procure for Licensee the right to continue Use of the Software or infringing part thereof; or

(b) modify or amend the Software or infringing part thereof, or replace the Software or infringing part thereof with other software having substantially the same or better capabilities; or

(c) if neither of the foregoing is commercially practicable, terminate this Agreement and repay to Licensee the License Fees and maintenance fees paid for the annual term during which this Agreement is terminated.

SCPDC's obligation to indemnify under this section shall continue following whichever of these options is selected, including the option to terminate.

8.2 LIMITATION. The foregoing obligations shall not apply to the extent the infringement arises as a result of unauthorized modifications to the Software made by Licensee.

8.3 EXCLUSIVE REMEDY. The foregoing states the entire liability of SCPDC and Licensee's exclusive remedy with respect to infringement of any patent, copyright, trade secret or other proprietary right.

8.4 HOLD HARMLESS. SCPDC agrees to protect, defend, indemnify and hold Licensee, 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 the SCPDC. 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. SCPDC 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.

9. CONFIDENTIALITY

9.1 CONFIDENTIAL INFORMATION. To the extent permitted by law, each party agrees that it shall use Confidential Information solely in accordance with the provisions of this Agreement and will not disclose, or permit to be disclosed, the same, directly or indirectly, to any third party without the other party's prior written consent. 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. Nothing herein shall prevent routine discussions by the parties that normally take place in a "user group" context.

9.2 INJUNCTIVE RELIEF. In the event of actual or threatened breach of the provisions of Section 9.1 and 9.3, the non-breaching party may pursue its legal and equitable remedies.

9.3 LICENSEE DATA. In its performance of Contract Services, SCPDC may have access to certain records, data, or information that include the names, addresses, telephone numbers, or other confidential or private information pertaining to Licensee's customers ("Licensee Data").

SCPDC acknowledges and agrees that it does not have nor does it claim any ownership interest whatsoever in Licensee Data and that custody and title and all other rights and interests in Licensee Data are and shall remain in Licensee.

9.4 RETURN OF LICENSEE DATA. To the extent permitted by law, in the event of the termination or nonrenewal of this agreement, SCPDC warrants that Licensee's Data and any information stored by SCPDC as a result of Licensee use of the SCPDC Software will be delivered to Licensee.

9.5 PUBLIC RECORDS. SCPDC 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. SCPDC 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. SCPDC 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, SCPDC 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 SCPDC fails to abide by the provisions of Chapter 119, Florida Statutes, the Licensee may, without prejudice to any other right or remedy and after giving seven (7) days written notice, during which period SCPDC still fails to allow access to such documents, terminate this Agreement.

IF LICENSOR 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

10. TERM AND TERMINATION

10.1 TERM. This Agreement will take effect on the Effective Date and will remain in force for a period of two (2) years following Final Acceptance ("Initial Term"). The contract will automatically renew for 12-month periods following the end of the Initial Term and following each subsequent annual term thereafter unless terminated in accordance with this Agreement.

10.2 TERMINATION. This Agreement may be terminated by:

(a) By Licensee. Should there be discovered a serious defect or flaw in the SCPDC software that prevents the Licensee from using the system to support Licensee's operations in

issuance of permits, Licensee shall notify SCPDC of the issue. SCPDC will have 45 days to resolve the issue. If the issue cannot be resolved within the time period, the contract will terminate on the 1st of the following month. Upon providing sixty (60) days written notice to SCPDC, Licensee may terminate the Agreement for convenience. In the event of termination by Licensee, SCPDC shall be paid for services provided through the date of termination but shall not be entitled to any other recovery against Licensee, including, but not limited to, damages or any anticipated profit on portions of work not performed.

(b) By SCPDC. Upon written notice to Licensee if any of the following events ("Termination Event") occur, provided that no such termination will entitle Licensee to a refund of any portion of the License Fee or maintenance fees: (i) Licensee fails to pay any undisputed amount due to SCPDC within thirty (30) days after SCPDC gives the Licensee written notice of such non-payment; (ii) Licensee is in material breach of any non-monetary term, condition or provision of Agreement, which breach, if capable of being cured, is not cured within thirty (30) days after SCPDC gives Licensee written notice of such breach; or (iii) Licensee becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes; or (iv) SCPDC elects to refund Licensee's fees.

10.3 EFFECT OF TERMINATION. If any Termination Event occurs, termination will become effective immediately or on the date set forth in the written notice of termination. Termination of this Agreement will not affect the provisions regarding Licensee's or SCPDC's treatment of Confidential Information, provisions relating to the payment of amounts due, or provisions limiting or disclaiming SCPDC's liability, which provisions will survive termination of this Agreement. Within fourteen (14) days after the date of termination or discontinuance of this Agreement for any reason whatsoever, Licensee shall return any copies of the SCPDC Software, derivative works and all copies thereof, in whole or in part, all related Documentation and all copies thereof, and any other Confidential Information in its possession. Upon termination of this Agreement, Licensee shall cause the SCPDC Software to be removed from all computer units, including desktops and laptops, in the Licensee's office and from the computer units of third party contractors performing work for Licensee. Licensee shall furnish SCPDC with a certificate signed by an executive officer of Licensee verifying that the same has been done.

11. NON-ASSIGNMENT. Neither party may assign or otherwise transfer this Agreement nor any rights under this Agreement, in whole or in part, whether voluntary or by operation of law, including by way of sale of assets, merger or consolidation, without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

12. NOTICES. Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be (a) delivered in person, (b) sent by first class certified mail, or air mail, as appropriate, (c) sent by overnight air courier, or (d) by facsimile, in each case properly posted to the appropriate address set forth below. Either party may change its address for notice by notice to the other party given in accordance with this Section. Notices will be considered to have been given at the time of actual delivery in person, three (3) business days

after deposited in the mail as set forth above, one (1) day after delivery to an overnight air courier service, or one (1) day after the moment of transmission by facsimile.

To:	South Central Planning and Development Commission	To:	Escambia County County Administrator
Address:	5058 West Main St. Houma, LA 70360	Address:	221 Palafox Place, Suite 420 Pensacola, FL 32502

13. MISCELLANEOUS

13.1 VIRUSES AND DISABLING DEVICES. Neither SCPDC Software nor any enhancements, modifications, upgrades, updates, revisions or releases thereof shall contain: (i) any mechanism such as a "trap door," "time bomb," or "logic bomb," software protection routine or other similar device, that would enable SCPDC to disable the Software or make the Software inaccessible to Licensee after the Software is installed; or (ii) to the best of SCPDC's knowledge, any computer "virus," "worm," or similar programming routine.

13.2 FORCE MAJEURE. Neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without negligence of the parties. Such events, occurrences, or causes will include, without limitation, acts of God, strikes, lockouts, riots, acts of war, earthquakes, fire and explosions, but the inability to meet financial obligations is expressly excluded.

13.3 WAIVER. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed and will not be deemed to be a waiver of such party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action. Except as expressly stated in this Agreement, no exercise or enforcement by either party of any right or remedy under this Agreement will preclude the enforcement by such party of any other right or remedy under this Agreement or that such party is entitled by law to enforce.

13.4 SEVERABILITY. If any term, condition, or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the parties shall endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

13.5 STANDARD TERMS OF LICENSEE. No terms, provisions or conditions of any purchase order, acknowledgment or other business form that Licensee may use in connection with the acquisition or licensing of the Software use will have any effect on the rights, duties or

obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of SCPDC to object to such terms, provisions or conditions.

13.6 AMENDMENTS TO THIS AGREEMENT. This Agreement may not be amended except by a writing signed by both parties.

13.7 PRIOR CONSENT. Unless expressly provided otherwise in this Agreement, any prior consent of a party that is required before the other party may take an action may be granted or withheld in such party's sole and absolute discretion.

13.8 EXPORT OF SOFTWARE. Licensee may not export or re-export the SCPDC Software without the prior written consent of SCPDC and without the appropriate United States and foreign government licenses.

13.9 HEADINGS. Section and Schedule headings are for ease of reference only and do not form part of this Agreement.

13.10 ENTIRE AGREEMENT. This Agreement (including the Schedules) contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter.

IN WITNESS WHEREOF, the parties have executed this Agreement.

ESCAMBIA COUNTY, FLORIDA

By:

Jack R. Brown, County Administrator

6/1/17

Date

WITNESS

WITNESS

Approved as to form and legal sufficiency.

By/Title:

Date:

SOUTH CENTRAL PLANNING AND DEVELOPMENT COMMISSION

By:

5/24/17

Date

BCC Approved 05-25-2017

SCHEDULE A
SCPDC SOFTWARE LICENSE AND SERVICE AGREEMENT

SOFTWARE USE AND LICENSE FEE

A. SOFTWARE USE

SCPDC'S *MyGovernmentOnline* Software Modules available for subscription under this agreement are: Permits and Licensing (*MyPermitNow*), Planning & Zoning, Solution Center (Complaint Management), Addressing / GIS Integration. Each of these modules is a separate chargeable option. All modules include unlimited user accounts, field work order system, project and document management features, and unlimited reporting services.

B. LICENSE FEE

Due to the Licensee's anticipated high permit volume and need for multiple modules the following is a custom quote for Licensee's specific needs. The monthly billing rate per module will commence upon the software modules starting production use or "go live" date.

Module	Monthly Rate
Permits & Licensing (*MyPermitNow*)	$4,583.33
Planning & Zoning	$1,616.66
Solution Center (Complaint Management)	$603.33
Addressing / GIS Integration	$230.00

Other Fees:

On-Site Vists: Reimbursement of lodging, transportation and meals as defined in section 5.4.

SCPDC will invoice Licensee at the beginning of each month.

SCHEDULE B
SCPDC SOFTWARE LICENSE AND SERVICE AGREEMENT

EQUIPMENT SITE, USER NAME, AND PERSONAL ACCESS PASSWORD

1. At the execution of this Agreement, SCPDC shall provide a USER CREATION form to the Licensee to be used for account creation requests. Upon completion of the forms, the Licensee will return the forms via email to SCPDC and accounts shall be created in the system with information provided on the forms. Users can change the provided password after their first login to the Software. SCPDC shall maintain the confidentiality of the user name and personal access password of every Licensee official, employee, agent and contractor who has duties relating to the processing of Licensee permits and shall not release any such information to the public. Additional personal user names and personal access passwords shall be provided upon a submission of a User Creation form to SCPDC providing the user name and confirmation that the user is an official, employee, agent, or contractor of Licensee is supplied to SCPDC, which will become an addendum to this schedule.

2. The individuals holding the following positions are authorized by Licensee to submit requests to SCPDC for: (1) the creation of new user names and passwords for Licensee officials, employees, agents, and contractors; and (2) for the deactivation of existing user names and passwords: System Administrator, Project Manager. SCPDC shall immediately comply with requests to create and deactivate user names and passwords. Licensee may change the names of the individuals authorized to submit requests by providing notice in accordance with Section 12 of this Agreement.

SCHEDULE C
SCPDC SOFTWARE LICENSE AND SERVICE AGREEMENT

MAINTENANCE AND SUPPORT

1. DEFINITIONS

1.1 "SUPPORT CALL (TIER 1)" means a reported problem in the SCPDC Software which is not affecting the Software's ability to perform substantially in accordance with the user documentation but requires correction.

1.2 "SUPPORT CALL (TIER 2)" means a reported problem in the SCPDC Software, not considered as a Level I support problem as defined in 1.1 above, which causes serious disruption of a function or affects daily processing of permits.

1.3 "SUPPORT CALL (TIER 3)" means a reported problem in the SCPDC Software or a material functional component which causes the system to be down and not serving as designed, or has a significant revenue or operational impact, with no obvious work-around.

1.4 "RESPONSE TIME" means the elapsed time between the receipt of a service call and the time when SCPDC begins the Maintenance and Support, including a verbal or written confirmation to the Licensee thereof.

1.5 "RESPONSE CENTER AND CONTACT PROCEDURE" shall mean:

Address
5058 West Main Street
Houma, LA 70360

Hours of Operation
8:00 a.m. to 4:30 p.m. CST

Contact Information
Tel: 1 866 957 3764
Ryan Hutchinson,
Chief Technology Officer

E-mail: support@scpdc.org

1.6. "SYSTEM AVAILABILITY" amount of time over a one-year period that the Software and system resources are available for Licensee's use.

2. TERM AND TERMINATION. SCPDC's provision of Maintenance and Support to Licensee will commence on the Effective Date and will continue until the Agreement is terminated.

3. MAINTENANCE AND SUPPORT SERVICES. Maintenance and Support will be provided only with respect to use of the versions of the Software that are being supported by SCPDC. SCPDC will provide multi-site backup of Licensee Data. SCPDC will provide 24-hour emergency service support, after hours cell numbers are accessed through the IVR menu, for Licensee's staff and Licensee's customers by SCPDC's technical support personnel. SCPDC will

offer to Licensee new versions of *MyGovernmentOnline* Software as they become available. SCPDC will convert Licensee's current permit data for use with SCPDC Software. SCPDC will perform customization of SCPDC Software as set forth in the Contract Documents. SCPDC will provide features in the SCPDC Software as set forth in the Contract Documents. SCPDC will provide support for the storage of photos, building/permits documents, inspection reports, plan review files and associated miscellaneous records. Within the capabilities of the SCPDC Software, and upon Licensee's request, SCPDC will provide Licensee with customized reports as set forth in the Contract Documents. Licensee shall not create add-ons or feature changes to that version or disclose the source code to any third party.

SCPDC agrees to comply with Licensee's remote access policies, procedures, and guidelines. SCPDC shall ensure that its employees comply with all of Licensee's remote access policies, procedures, and guidelines.

3.1 LEVELS OF MAINTENANCE AND SUPPORT. During normal business hours, Licensee shall request support via the Response Center and Contract Procedures. After normal business hours, Licensee shall request support as provided in Section 3 above. SCPDC shall initially acknowledge receipt of a request for support within 15 minutes of SCPDC's receipt and shall contact Licensee within one hour of receipt. When contacting SCPDC, Licensee shall classify the problem based on the definitions set forth in Section 1 above. SCPDC shall not re-classify the problem without Licensee's prior approval. Maintenance and Support is available at the following Response Times:

(i) Support Call (Tier 3): Issue resolved within the response time of three (3) hours or an agreed upon due date and time; SCPDC shall provide a patch or work-around the next day, and the problem shall be fixed or documented in next major product release

(ii) Support Call (Tier 2): Issue resolved within the response time of six (6) hours; SCPDC shall provide a patch or work-around within five days, and the problem shall be fixed or documented in next major product release;

(iii) Support Call (Tier 1): Issue resolved within one (1) business day; and the problem documented and input for consideration in next major product release.

3.2 BASIC MAINTENANCE. Basic Maintenance means that SCPDC will provide during SCPDC's standard hours of service: (i) Major Updates and Minor Updates, when and if available, and related on-line Documentation; and (ii) telephone assistance with respect to the use of Software, including (a) clarification of functions and features of the Software, (b) clarification of the Documentation, (c) guidance in the use of the Software, and (d) error verification, analysis and correction to the extent possible by telephone. SCPDC's standard hours of service are Monday through Friday, 8:00 a.m. to 4:30 p.m., CST except for holidays as observed by SCPDC. SCPDC shall provide such software support and maintenance as may be necessary to maintain the Software in good operating condition and to meet the warranties set forth in the Agreement.

3.2.1 Unless otherwise agreed to by the parties, in addition to Major and Minor Updates, SCPDC shall make available to the Licensee all patches, upgrades, enhancements, new releases, new versions, and modifications developed by SCPDC for the Software at no additional cost. SCPDC shall ensure that all such Updates, patches, upgrades, enhancements, new releases, new versions, and modifications do not require modifications or reconfigurations to existing web presentation, workflows, or table values set up by Licensee. SCPDC shall provide release notes detailing Major changes.

3.2.2 At least thirty (30) days prior to release of Major Updates, SCPDC shall provide: (1) training for the use of the updated Software; and (2) relevant, customized user manuals and guides detailing the use of the updated Software.

3.2.3 Licensee shall request maintenance and support via the Response Center and Contact Procedure. All other notices required under this **Schedule C** shall be made pursuant to Section 12 of the Agreement.

3.2.4 The requirements set forth in Sections 3.2.1 and 3.2.2 shall not apply to emergency fixes and patches.

3.3 ON-SITE ASSISTANCE. When agreed to by Licensee and SCPDC, SCPDC can provide Maintenance and Support at the Licensee Site. In such event Licensee will reimburse licensor for all reimbursable traveling expenses and costs for board, lodging and meals as set forth in Section 5.4 of the Agreement. Licensee's prior written approval of any on-site support or maintenance and estimated travel expenses is required.

3.4 CAUSES WHICH ARE NOT ATTRIBUTABLE TO SCPDC. Maintenance and Support will not include services requested as a result of, or with respect to causes which are not attributable to SCPDC Software. These services will be billed to Licensee at SCPDC's then-current rates, and SCPDC shall not perform any such services except with Licensee's prior written approval. Causes which are not attributable to SCPDC include but are not limited to:

3.4.1 Unusual physical, electrical or electromagnetic stress; neglect; misuse; failure or fluctuation of electric power, air conditioning or humidity control; failure of rotation media not furnished by SCPDC; excessive heating; fire and smoke damage; operation of the Software with other media and hardware, software or telecommunication interfaces not meeting or not maintained in accordance with the manufacturer's specifications; or causes other than ordinary use;

3.4.2 Improper use of the Software that deviates from any operating procedures established by SCPDC in the applicable Documentation;

3.4.3 Modification, alteration or addition or attempted modification, alteration or addition of the Software undertaken by persons other than SCPDC or SCPDC's authorized representatives, except for modification, alteration or addition or attempted modification, alteration or addition of the Software made by Licensee pursuant to procedures received from

SCPDC for rectification of errors or malfunctions in the Software, said modifications authorized by SCPDC shall be in writing; and

3.5.4 Software programs developed by Licensee or other parties.

4. RESPONSIBILITIES OF LICENSEE. SCPDC's provision of Maintenance and Support to Licensee is subject to the following:

4.1 When necessary to identify or address errors or malfunctions with the Software, Licensee shall provide SCPDC with access to Licensee's personnel and Equipment during normal business hours. This access must include the ability to remotely access the Equipment on which the Software is operating and to obtain the level of access necessary to support the Software. Remote access shall only be granted pursuant to Licensee's remote access policies, procedures, and guidelines. Remote access shall be limited to the equipment on which the Software operates and SCPDC shall not be granted access to Licensee's other equipment or networks.

4.2 Licensee shall document and promptly report all errors or malfunctions of the Software to SCPDC. Licensee shall take all steps necessary to carry out procedures for the rectification of errors or malfunctions within a reasonable time after such procedures have been received from SCPDC.

5. MAINTENANCE FEE. For Licensee the maintenance fees are waived for the Initial Term and all renewals. The License Fees cover all costs for maintenance and support for the Initial Term and all renewal terms of this Agreement.

6. ASSIGNMENT OF DUTIES. SCPDC may assign its duties of Maintenance and Support to a third party, provided that SCPDC will remain responsible for the actions of such third party. Any such assignment is subject to Licensee's prior written consent, which consent shall not be unreasonably withheld or delayed.

7. PROJECT ABANDONMENT. Should SCPDC abandon development and support of the Software and can no longer fulfill its contractual obligations pursuant to this Agreement, the last stable source code release of the Software will be licensed to Licensee under an open source license agreement such as for instance GNU. The specific open source license agreement would be chosen by SCPDC at such time.

8. LICENSEE DATA. SCPDC agrees that all data created by Licensee in the Software system belongs to Licensee and shall be subject to the terms and conditions set forth in the Agreement regarding Licensee Data.

Creda C. Crabtree

From: Veronica V. Fountain
Sent: Monday, January 29, 2018 1:52 PM
To: Creda C. Crabtree
Cc: Gerald K Wooten
Subject: RE: BUDGET FUNDING FOR MYGOVERNMENTONLINE PO

Cost Center 270102.
Thanks
Veronica V. Fountain

Information Technology Department
221 Palafox Place Suite 210
Pensacola, FL 32502
(850) 595-4659 (Office)
(850) 595-0472 (Fax)

001|270102|54601
I.T.'S COST CENTER

From: Creda C. Crabtree
Sent: Monday, January 29, 2018 1:49 PM
To: Veronica V. Fountain <vvfounta@myescambia.com>
Cc: Gerald K Wooten <GKWOOTEN@myescambia.com>
Subject: BUDGET FUNDING FOR MYGOVERNMENTONLINE PO

Veronica,

Just wanted to check on the status of the budget amendment for IT's portion of the mygovernmentonline purchase order. Please provide the cost center that you want us to put on the purchase order from IT when available. Thank you.

Thank you

Creda C Crabtree
Accounting Technician
Building Services Department
3363 West Park Place
Pensacola, FL. 32505
Office: 850-595-3572
Fax: 850-595-3589
cccrabtree@myescambia.com

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15074 **County Administrator's Report 13. 4.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 11/01/2018
Issue: Approval to Issue Fiscal Year 2018-2019 Purchase Orders in Excess of $50,000
From: Michael Rhodes, Dept Director
Organization: Parks and Recreation
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Issuance of Fiscal Year 2018-2019 Purchase Orders in Excess of $50,000, for the Parks and Recreation Department - Michael Rhodes, Parks and Recreation Department Director

That the Board, for the Fiscal Year 2018-2019, approve the issuance of blanket and/or individual Purchase Orders in excess of $50,000, based upon previously-awarded Contracts, Contractual Agreements, or annual requirements, for the Parks and Recreation Department, as follows:

Vendor/Contractor	Amount	Contract Number
Blue Arbor, Inc. Vendor Number: 023818 Temporary Employment Services Fund: 001 (General) Cost Center: 350220 (Recreation) Cost Center: 350226 (Park Maintenance) Fund: 101 (Escambia County Restricted Fund) Cost Center: 350236 (Fishing Bridge) Fund: 352 (Local Option Sales Tax III) Cost Center: 350229 (Parks Capital Projects) Cost Center: 350231 (Equestrian Center) Fund: 353 (Local Option Sales Tax IV) Cost Center: 350221 (Parks Capital Projects) Cost Center: 350222 (Equestrian Center)	$250,000	PD 17-18.055

GameTime Vendor Number: 070316 Purchase of additional playground components, and playground repair pieces to original manufactured playground equipment at various park facilities Fund: 001 (General) Cost Center: 350226 (Park Maintenance) Fund: 352 (Local Option Sales Tax III) Cost Center: 350229 (Park Capital Projects) Fund: 353 (Local Option Sales Tax IV) Cost Center: 350222 (Park Capital Projects)	$300,000	U.S. Communities Contract
Keep Pensacola Beautiful, Inc. Vendor Number: 402053 Purchase of contracted services of waste disposal for County parks, boat ramps and fishing bridge Fund: 001 (General) Cost Center: 350226 (Park Maintenance) Fund: 101 (Restricted) Cost Center: 350236 (Fishing Bridge) Fund: 352 (Local Option Sales Tax III) Cost Center: 350229 (Park Capital Projects) Fund: 353 (Local Option Sales Tax IV) Cost Center: 350222 (Park Capital Projects)	$175,000	PD 16-17.008 Agreement awarded by BCC on 1-19-17 for term of 12 months, 1st extension BCC approved on 2-1-18 with option for 1 additional 12-month extension
Pot-O-Gold, LLC Vendor Number: 164754 Portable toilet rental service for county parks, boat ramps, fishing bridge and community centers Fund: 001 (General) Cost Center: 350220 (Recreation) Cost Center 350226 (Park Maintenance) Fund: 101 (Escambia County Restricted Fund) Cost Center: 350236 (Fishing Bridge) Fund: 352 (Local Option Sales Tax III) Cost Center: 350229 (Parks Capital Projects) Fund: 353 (Local Option Sales Tax IV) Cost Center: 350222 (Parks Capital Projects)	$60,000	Annual allocation for portable toilet rental services for various parks, boat ramps, fishing bridge, and community centers

BACKGROUND:

The issuance of these Purchase Orders during the first part of Fiscal Year 2018-2019 is necessary to ensure continuity of services traditionally provided by the Board of County Commissioners to the citizens of Escambia County.

BUDGETARY IMPACT:

Funds are available in the Budget under General Fund (001), Cost Center 350220, Recreation, Cost Center 350226, Park Maintenance, Restricted Fund (101), Cost Center 350236, Fishing Bridge, Local Option Sales Tax III Fund (352), Cost Center 350229, Park Capital Projects, Cost Center 350231, Equestrian Center, Local Option Sales Tax IV Fund (353), Cost Center 350221, Park Capital Projects, and Cost Center 350222, Equestrian Center.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15097 **County Administrator's Report 13. 5.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 11/01/2018
Issue: SHIP Interlocal Agreement with the Town of Century
From: Tonya Gant, Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the State Housing Initiatives Partnership Program Interlocal Agreement Between Escambia County, Florida, and the Town of Century - Tonya Gant, Neighborhood & Human Services Department Director

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

A. Approve the Interlocal Agreement between Escambia County, Florida, and the Town of Century Relating to the SHIP Housing Rehabilitation Assistance Project, to provide $75,000 in SHIP funds to support housing repair or replacement within the Town of Century; and

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

[Funding: Fund 120/2017, 2018, and 2019 SHIP, Cost Centers 370204, 370205, and 370206]

BACKGROUND:

The Escambia/Pensacola SHIP Program Local Housing Assistance Plan (LHAP) incorporates activities for housing repairs or replacement housing for low income owner-occupied households. The Town of Century has requested matching funds to be used in coordination with its Community Development Block Grant (CDBG) funding that it has received from the State of Florida. Under this Agreement (Exhibit I), the Town expects to complete five housing repair or replacement housing projects leveraging this funding with their CDBG funds. The Town will handle client applications, which will be reviewed by County staff for SHIP

Program eligibility before the individual assistance can proceed.

BUDGETARY IMPACT:

Funding is available in Fund 120 SHIP, Cost Centers 370204, 370205, and 370206. Funding will support direct assistance to clients; no administrative funding is being provided to the Town for this activity.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Interlocal Agreement has been reviewed and approved by Kristin Hual, Senior Assistant County Attorney.

PERSONNEL:

Not applicable.

POLICY/REQUIREMENT FOR BOARD ACTION:

Interlocal Agreements with other local governments must be reviewed and approved by the Board.

IMPLEMENTATION/COORDINATION:

Neighborhood Enterprise Division Staff will coordinate implementation with the Town of Century.

Attachments

Ex I-Century SHIP Interlocal Agreement

STATE OF FLORIDA
COUNTY OF ESCAMBIA

INTERLOCAL AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND THE TOWN OF CENTURY, FLORIDA RELATING TO THE SHIP HOUSING REHABILITATION ASSISTANCE PROJECT

THIS AGREEMENT is made and entered into by and between **ESCAMBIA COUNTY**, a political subdivision of the State of Florida (**"COUNTY"**), with an administrative address of 221 Palafox Place, Suite 420, Pensacola, Florida 32502, and the **TOWN OF CENTURY,** a Florida municipal corporation (**"CENTURY"**), with an administrative address of 7995 North Century Boulevard, Century, Florida for the sole purpose of assisting qualified applicants for the SHIP Housing Rehabilitation Assistance Project ("the Project") through the use of funds provided by the Escambia/Pensacola State Housing Initiatives Partnership Program ("SHIP Program", "the Program") (CSFA #40.901).

W I T N E S S E T H:

WHEREAS, Escambia County and the Town of Century have legal authority to perform general governmental services within their respective jurisdictions; and

WHEREAS, both jurisdictions are authorized by §163.01, Florida Statutes, to enter into interlocal agreements, and thereby cooperatively utilize their powers and resources in the most efficient manner possible; and

WHEREAS, the County has elected to participate in the SHIP Program in order to create and preserve affordable housing to meet the needs of the citizens of Escambia County, Florida; and

WHEREAS, said SHIP Program provides that the County may enter into agreements with non-profit agencies, private corporations, and/or other governmental agencies for purposes of implementing the SHIP Program; and

WHEREAS, the County and Century desire to enter an agreement to cooperatively implement the Project in accordance with governing regulations and requirements stipulated herein; and

WHEREAS, it is in the best interest of the County to enter an agreement with Century for the specific purpose of providing for the implementation of said Project within Escambia County.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the parties agree as follows:

ARTICLE I
Supervision

1. Century agrees to perform the required services under the general coordination of the Escambia County Neighborhood & Human Services Department.

1.1 The initial contract manager, responsible for coordination and administration of this Agreement and attending regular meetings with Century is hereby designated as follows:

Contract Manager for County: Meredith Reeves
Escambia County Neighborhood & Human Services Department

221 Palafox Place
Pensacola, Florida 32502
E-Mail: *mareeves@myescambia.com*
Phone: (850) 595-4968

Contract Manager for Century: Henry Hawkins, Mayor
Town of Century
7995 North Century Boulevard
Century, Florida 32535
Phone: (850) 256-3208
Fax- (850) 256-0318

Contract Coordinator (Agent) for Century: Debbie Nickles, President
Nickles Consulting Group
4419 Devonshire Place
Pace, FL 32571
Phone - (850) 994-0081
Fax- (850) 994-6935

ARTICLE II
Scope of Services

2. Century agrees to implement the Project in accordance with the provisions of **EXHIBIT I**, attached and incorporated in this Agreement.

2.1 Century shall directly provide all services required to complete the repair or replacement of substandard, homeowner occupied single family homes for families meeting the Maximum Income Eligibility Limitations stipulated in Florida Administrative Code (FAC) 67-37, as amended, as further described in **EXHIBIT I** to this Agreement.

ARTICLE III
Funding

3. The County agrees to contribute matching funds in an amount not to exceed **$75,000.00** payable solely from available SHIP Program funds toward the costs of repairing housing units occupied by eligible families participating in the SHIP Housing Repair Assistance Project; the Florida Department of Economic Opportunity Small Cities Community Development Block Grant, Housing Rehabilitation/Replacement Grant Program or Housing Preservation Grant Program; or similar repair programs as may be administered by Century, subject to possible reduction under Article VI hereof.

3.1 The County shall disburse the SHIP Program funds from Fund 120, the Affordable Housing Trust Fund, as legally established within the budget accounts and records of the County.

3.2 The County shall pay SHIP Program funds on behalf of eligible clients under Century's home repair or replacement program(s), who have been pre-approved by the County for SHIP Program assistance. SHIP Program funds in an aggregate amount not to exceed that stipulated above, shall be reimbursed to Century or paid directly to vendors providing construction and repair services to pre-approved, eligible Project clients, subject to Century's submission of all documentation with respect to client eligibility, contractor documentation, repair/construction costs, and construction inspection and approvals, and any other relevant documentation requested by the contract manager.

3.3 The method of payment shall be in accordance with the process described in **EXHIBIT I** of this Agreement.

ARTICLE IV
Reporting

4. Century shall provide the County with a Quarterly Report, including the narrative summary of progress and financial statement described in **EXHIBIT II** of this Agreement or an alternate form of Quarterly Report containing the required information.

4.1 The Quarterly Report shall be due quarterly in December, March, June, and September, unless an alternate reporting schedule is mutually approved by County and Century, and this obligation shall survive termination of this Agreement and continue until all required information concerning the Project has been received by the County.

4.2 The Quarterly Reports shall be due on the 10th day of the months stated above, unless an alternative schedule is agreed upon by the parties. The Quarterly Reports shall be cumulative and shall track the Project from start to finish.

4.3 Century shall provide the County with additional information as may be required by state or federal agencies to substantiate SHIP Program activities, client eligibility, or Project expenditure eligibility.

ARTICLE V
Indemnification

5. Century shall act as an independent contractor, and not as an employee of the County in providing the aforementioned service. Century shall hold harmless Escambia County, the City of Pensacola and their subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, liability and expenses in connection with the loss of life, bodily or personal injury, property damage, including loss or use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the performance of this agreement. Century's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy or insurance.

5.1 Century is a municipality created under provisions of Florida Law, and as such shall have the direct responsibility for the activities undertaken in conjunction with this Agreement. It is anticipated that all financial assistance provided on behalf of eligible families under the terms and conditions of this Agreement shall be processed and administered in accordance with the regulations promulgated by the State of Florida which respectively govern the State Housing Initiatives Partnership ("SHIP") Program and amendments thereto, and other programs as may be administered by Century in conjunction with undertaking the SHIP Program. In the event of conflict between the governing regulations, the more restrictive regulation shall be applied. Funding from other Federal or State housing programs can be combined or leveraged to meet identified needs of SHIP eligible families to the extent that the governing regulations permit such combination. Century agrees that the County's sole responsibility under this Agreement is to provide SHIP Program financial assistance on behalf of SHIP Program eligible families.

ARTICLE VI
Contract Period and Termination

6. This Agreement shall be effective for the period beginning the **1st day of November, 2018, and shall expire on June 30, 2020,** unless terminated sooner with or without cause, by agreement of the contract managers giving thirty (30) days prior written notice of such termination.

6.1 Provided, that if the contract manager agrees that Century has failed to satisfactorily perform its duties as set forth herein or in the event that SHIP Program funds fail to be or cease to be provided to the

County, then the County may terminate this contract effective immediately without incurring any penalty, and shall be responsible for payment of those commitments made through the date of termination.

6.2 Century shall be subject to a performance review by the County, or a designated representative thereof, at three (3) month intervals based upon the effective date of this Agreement. A three (3) month review will be advisory in nature and designed to assist Century in identifying impediments to effective implementation of the Project. A written performance report shall be provided by the County to Century at the three (3) month interval, indicating any recommendations, performance deficiencies or financial irregularities. Failure of Century to address the written review comments within ten (10) days of the date of issuance shall be grounds for the County to suspend payments and provide notice of impending termination.

6.3 The nine (9) month review shall examine Century's level of accomplishment with respect to the Project activities and objectives stated in **EXHIBIT I** of this Agreement. If, at the nine (9) month interval, Century has not contractually committed a minimum of fifty percent (50%) of the SHIP Program funds stipulated in Article III, this agreement shall be unilaterally amended to reduce the funding by the difference between the amount contractually committed by Century and the fifty percent (50%) threshold, leaving fifty percent (50%) of the total funds available in the last twelve (12) months. Funds removed from availability shall be reallocated for other SHIP Program activities.

6.4 The twelve (12) month review shall examine the participation achieved under the program, review concerns of any party and prepare for finalizing the project.

ARTICLE VII
Accountability

7. Century shall maintain a detailed file on every client for whom financial assistance is sought under the terms of this Agreement. Century shall ensure that each applicant for housing repair assistance under the Project agrees, as a condition of approval, that the County, City of Pensacola, State of Florida, Florida Housing Finance Corporation, or their duly authorized representatives shall be allowed access to the loan/grant file(s) for purposes of documenting compliance with SHIP Program requirements associated with this Agreement. Century shall be fully, and directly responsible for the proper documentation associated with the expenditure of all SHIP Program funds provided under this Agreement.

7.1 These records and accounts shall be kept and maintained, for a minimum period of five (5) years following the termination of this Agreement unless said records are the subject of audit or litigation in which case they shall be retained indefinitely pending resolution of such review.

ARTICLE VIII
Nepotism

8. Century agrees to abide by the provisions of Section 112.3135, Florida Statutes, hereby incorporated by reference, pertaining to nepotism in its performance, under this Agreement.

ARTICLE IX
Civil Rights and Anti-Discrimination

9. The Recipient agrees to abide by the spirit and intent of the Civil Rights Act of 1964, as amended, and the Civil Rights Act of 1968, as amended, in that its operation under this contract is free of discrimination against its employees, persons, or groups of persons on the basis of race, color, religion, sex, national origin, pregnancy, age, disability, or familial status, as applicable. Both of the said Civil Rights Acts are hereby referred to and incorporated by reference herein.

9.1 All services associated with this project shall be made available to the public in a non-discriminatory manner. Services and access thereto shall be available without regard to race, sex, familial status, disability, religion, or national origin. The Recipient accepts sole responsibility for ensuring such non-discriminatory access to the services provided hereunder.

9.2 Recipient will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, pregnancy, age, or disability. Such action shall include but not be limited to the following: employment, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The Recipient agrees to post in a conspicuous place notices setting forth the provision of this Equal Employment Opportunity clause.

ARTICLE X
Program Income

10. No program income will result from the provision of SHIP Program funds under this Agreement.

ARTICLE XI
Uniform Requirements

11. Century shall comply with applicable provisions of the uniform requirements described in Florida Administrative Code (FAC) 67-37 with regard to management and implementation of the Project. The text of Florida Administrative Code (FAC) 67-37, as amended, has been provided to Century electronically as certified in **EXHIBIT III** of this agreement. Century agrees to comply with any amendments or revisions to said rules, regulatory provisions or directives as may be promulgated by the State of Florida.

ARTICLE XII
Procurement

12. Century shall utilize procurement procedures which assure open competition and maximum access to businesses wishing to participate in Project activities.

ARTICLE XIII
General Provisions

13. Century accepts the funds so provided under this Agreement and agrees that the contents of **EXHIBITS I, II and III** are part and parcel to this Agreement and hold the same legal authority as the Agreement. Further, Century agrees:

13.1 To abide by Chapter 119, Florida Statutes, as the same may be amended from time to time, and which is incorporated by reference herein.

13.2 That all SHIP Program funds provided through this Agreement shall be used solely in support of homeownership activities targeting the preservation of existing homeowner occupied single family residences.

13.3 That Project funds shall be restricted to low income eligible homeowners residing within the Town of Century, Florida, which shall be the defined service area for purposes of this Agreement.

13.4 That Project activities shall be dually governed by requirements of Century's non-SHIP home repair or replacement programs, if any, and Florida Administrative Code (FAC) 67-37, and amendments thereto. In the event of an unmitigated conflict between the governing requirements with respect to any individual client's income or housing unit eligibility, Century and County agree that neither party shall be obligated to

complete the repair or replacement of that subject unit.

ARTICLE XIV
Understanding of Terms

14. This Agreement represents the entire and integrated agreement between the County and Century and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by Century and County or in accordance with the provisions contained in this document.

14.1 This Agreement is executed in Escambia County, State of Florida, and shall be construed under the laws of the State of Florida, and the parties agree that any action relating to this agreement shall be instituted and prosecuted in the courts of the County of Escambia, State of Florida, and each party waives the right to change of venue. Further, it is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance.

14.2 It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the Courts to be illegal or in conflict with governing law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

14.3 The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

14.4 All notices under this Agreement shall be in writing, and shall be sent by certified mail to the parties at the address identified in this Agreement under Article I, above.

14.5 This Agreement shall become effective, after being properly executed by the parties, when recorded in the County's official records by the Office of the Clerk of the Circuit Court of Escambia County. The County shall be responsible for such filing after such execution by both parties.

14.6 Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with a duly adopted action of the governing Board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the respective dates under each signature below.

ESCAMBIA COUNTY, a political subdivision of the State of Florida, by and through its BOARD OF COUNTY COMMISSIONERS

BY:_____
Jeff Bergosh, Chairman

Attest: Pam Childers
Clerk of the Circuit Court

BCC Approved: November 1, 2018

By:_____
Deputy Clerk

Approved as to form and legal sufficiency.

By/Title:_____
Date: 10/17/18

(SEAL)

TOWN OF CENTURY, a municipal corporation, by its TOWN COUNCIL

ATTEST:

By: _____
Henry Hawkins, Mayor

_____

(SEAL)

Date: _____

EXHIBIT I

SPECIFIC TERMS AND CONDITIONS FOR IMPLEMENTATION OF THE SHIP HOUSING REHABILITATION ASSISTANCE PROJECT

NAME OF SPONSOR: TOWN OF CENTURY **AGENT: NICKLES CONSULTING GROUP**

1. PURPOSE

The purpose of this Agreement is to provide limited housing repair/replacement assistance to certain eligible "Very Low" and "Low Income" families. A "Very Low Income" family is defined as a family with total "gross" income from all sources equal to or below fifty percent (50%) of the Pensacola Metropolitan Statistical Area ("MSA") median income, adjusted for family size. A "Low Income" family is defined as a family with total "gross" income from all sources equal to or below eighty percent (80%) of the Pensacola Metropolitan Statistical Area ("MSA") median income, adjusted for family size. County shall annually provide updated Maximum Income Eligibility Guidelines for use by Century in carrying out the requirements of this Agreement. Century shall be responsible for ensuring documentation of the eligibility of each applicant, and will receive assistance from the County contract manager to determine eligibility upon request.

2. SCOPE OF SERVICES

Century and/or its designated Contractor Coordinator/Agent shall provide affordable housing client eligibility intake, contracting for repairs/construction services under terms, conditions, requirements and responsibilities of this Agreement. The County agrees to make certain funds available to support the rehabilitation of existing owner occupied substandard housing units targeting Very Low and Low Income families. Such funds are allocated from **Escambia/ Pensacola SHIP Program** funds in the total amount of **$75,000.00** (2017, 2018, or 2019 SHIP). No funding is being provided for program administration.

SHIP Program funds shall be committed by the County on behalf of eligible "Very Low" and "Low Income" families residing in Escambia County, Florida, in an amount not to exceed $75,000.00. Century shall be responsible for fully documenting to the County the eligibility of such clients and assuring that SHIP Program funds provided to Century are expended solely for eligible activities.

3. OBJECTIVES

Century shall cause the repair or replacement of at least **five (5)** single family homes, owned and occupied by "Very Low" or "Low Income" families within Escambia County during the term of this Agreement. Century shall attempt to target assistance to at least two (2) families meeting the Special Needs set-aside criteria as defined in §420.0004, Florida Statutes. Components repaired within the homes shall meet minimum standards required by applicable provisions of the Florida Building Code, applicable health or safety standards, or other comparable standards promulgated for use in housing repair, rehabilitation and/or replacement housing initiatives. All assistance shall be provided so as to be affordable to eligible Project clients meeting the Maximum Income Eligibility Limits provided herein.

4. SERVICES

This Agreement presumes that Project activities will proceed generally in accordance with Century's established procedures and policies which govern ongoing housing repair or replacement programs, with minimal overlay of SHIP Program requirements to ensure concurrent compliance with Florida Administrative Code (FAC) 67-37. Century shall perform or cooperate in performance of the following services as required to implement the Agreement.

A. Develop or adapt existing forms, policies, client intake procedures, client characteristics data collection, income verification procedures, record keeping, and other matters as necessary to document beneficiaries (including special needs set asides), Project activity costs, utilization of SHIP Project funds and, if utilized in conjunction with this Project, non-SHIP Program funds on a per unit (home) basis.

B. Provide services associated with housing rehabilitation client intake, eligibility processing, intake, eligibility processing, development of construction specifications, selection of construction vendors, construction management and completion inspection(s) and coordination of any resources needed to produce a minimum of **five (5)** repaired units within the term of this Agreement at an estimated SHIP Program cost of **$15,000** per unit. Funding needs in excess of $15,000 per unit may be requested in writing from the County Contract manager for consideration and approval on a case by case basis. In no case may the maximum amount of individual assistance provided exceed the amounts specified in the Escambia/Pensacola SHIP Local Housing Assistance Plan.

C. Documentation of client eligibility is mandatory under this Agreement. Failure to properly document eligibility will result in denial of Century's payment request. Documentation shall include proper verification of income eligibility and evidence of a participant's basic need for the assistance, and all other eligibility information required under state law.

5. CENTURY INFORMATION

Town of Century
7995 North Century Boulevard
Century, Florida 32535

CONTACT: Henry Hawkins
TITLE: Mayor
Phone: (850) 256-3208
Fax: (850) 256-0318

6. QUARTERLY REPORTS

A. Century shall prepare and provide to the contract manager a report of activities no less frequently than quarterly (the "Quarterly Report"). The duty to provide Quarterly Reports shall survive termination of this Agreement until received by the County.

B. The Quarterly Report shall contain a narrative on the progress of the project and a financial statement on expenditures made during the reporting period and shall be in the form provided herein, unless an alternate form is mutually approved by the County and Century.

C. Failure to submit the Quarterly Report narrative, financial reports or financial

documentation shall be deemed good cause for withholding of further payments under this Agreement.

7. PAYMENT SCHEDULE AND PROCEDURE

A. All applicants (clients) for financial assistance under this Agreement shall file an Application with the Town of Century or its designated Contract Coordinator/Agent in accordance with regulations governing the SHIP Housing Rehabilitation Assistance Project and other associated programs, through which Century may dually fund housing repairs or replacements in relation to this Agreement, as applicable on a case-by-case basis. All applicants for assistance shall be initially determined eligible under the SHIP Housing Rehabilitation Assistance Project and other associated programs, as applicable, to be eligible to participate in activities provided for under this Agreement. Century and its designated Contract Coordinator/Agent shall process all applicants in accordance with established application and income verification procedures. When a request has reached the point of approval, Century shall provide the application information to the County and request a commitment of SHIP Program funds for that applicant ("client"). Upon receipt of the County's commitment, Century may then formally approve and obligate the SHIP funds, along with any other funds available to Century, that are required to complete rehabilitation of the subject dwelling (if any).

B. In all cases, the Recipient shall be required to contract with a properly licensed residential contractor to complete the actual rehabilitation work. Recipient shall establish and follow a bid/solicitation process, or an acceptable alternate contractor selection and award process that provides open and equal opportunities for qualified contractors interested in completing construction work in relation to this Agreement. Contractors paid directly under this Agreement must meet all County Licensing, Purchasing and Liability requirements. Construction jobs over $25,000 will require a 100% Performance and Payment Bond to be paid and recorded by the Contractor. As the work progresses, the contractor may request, via the Recipient, payment under the terms of the contract between the recipient and the contractor. Not more than one payment (at final completion) per unit shall be issued by the County in support of the Project $15,000, unless there are extenuating circumstances that are approved in advance by the County (NED). The County will make up to TWO reimbursements to the Contractor for contracts over $15,000. One initial payment not to exceed 40% of the project bid can be released at 50% completion of the project with copies of progress inspections, Contractor invoice, and Building Inspections completed to date. The final reimbursement can be released at Project Completion with Final Contractor Bill, signoff and acceptance by the client, and copies of final inspections by Building Inspections. In lieu of direct payment to the Contractor, Recipient may also submit reimbursement requests to be made to the Recipient with verification of paid invoice and with copies of contractor invoice(s), final inspections, and client signoff. Recipient shall process and verify the accuracy of the payment request and inspect the completed work prior to approving and forwarding the request for payment to the County (NED). The Recipient shall request an amount equal to the County's share of the total payment requested by the Contractor. Following County (NED) review and approval, the Clerk of the Circuit Court/Finance Division shall, within fifteen (15) days of the receipt of the payment voucher, issue payment for the completed rehabilitation work. Checks shall be made payable to the approved Contractor or

Recipient as appropriate and the Clerk of the Circuit Court/Finance Division shall mail the County warrant (check) directly to the approved Contractor or Recipient.

C. As a pre-condition to payment by the County hereunder, for each housing unit Century, or its agent, shall make a request for a SHIP fund commitment by presenting to the County Contract Manager all supportive documentation, including a complete, executed and approved application form executed by authorized representative(s) of Century and by the client requesting SHIP assistance (including income verification documentation); the location of the housing unit to be repaired; a copy of the contractor's bid for completion of the construction work; and a copy of the contract with approved contractor. The County Contract Manager shall review the documentation and within (10) days of receipt of the documentation, shall provide a written commitment of SHIP funds.

8. PROJECT EVALUATION, MONITORING AND REVIEW

A. The Project will be monitored continuously based upon the documentation submitted by Century. Additionally, the County will monitor the Project at three month intervals. Century shall provide Project related information to the contract manager to assist their review and will be responsible for compliance with the terms of this Agreement.

B. The County shall review and evaluate Century's performance under this Agreement and the effectiveness of the Project in preserving affordable housing units. If found to be ineffective, modification may be made to this Agreement or this Agreement may be terminated according to the provisions contained in Section 6.1 of this Agreement.

EXHIBIT I

ESCAMBIA/PENSACOLA
MAXIMUM INCOME ELIGIBILITY LIMITS

2018 INCOME GUIDELINES
(SHIP Effective Date: March 30, 2018)

# PERSONS IN FAMILY	30% OF AREA MEDIAN INCOME (AMI)	50% OF MEDIAN	80% OF MEDIAN
1	$13,700	$22,850	$36,550
2	16,460	26,100	41,750
3	20,780	29,350	46,950
4	25,100	32,600	52,150
5	29,420	35,250	56,350
6	33,740	37,850	60,500
7	38,060	40,450	64,700
8	42,380*	43,050	68,850

**For HUD programs, the definition of extremely low income has been changed to be the greater of 30/50ths (60 percent) of the Section 8 very low-income limit or the poverty guideline as established by the Department of Health and Human Services, provided that this amount is not greater than the Section 8 50% very low income limit. Consequently, the extremely low income limits may equal the very low (50%) income limits.*

THE ABOVE LEVELS DENOTE THE MAXIMUM GROSS FAMILY "HOUSEHOLD" INCOME AS RECEIVED FROM ALL PERSONS RESIDING IN THE HOUSEHOLD AND FROM ALL SOURCES PROVIDING INCOME TO THE HOUSEHOLD.

EXHIBIT II

QUARTERLY STATUS REPORT
REPORT # _____

TO: ESCAMBIA/PENSACOLA SHIP PROGRAM

FROM: TOWN OF CENTURY

DATE: _____

RE: PROJECT: SHIP HOUSING REHABILITATION ASSISTANCE PROJECT

QUARTER: October-December April-June
January-March July-September

I. PROGRESS REPORT

A. DESCRIBE IN DETAIL WHAT TYPES OF ASSISTANCE HAVE BEEN GIVEN AND THE BREAKDOWN OF SUCH ASSISTANCE BY HOUSEHOLD CATEGORY (CLIENT CHARACTERISTIC FORM). If this information is submitted at the time of client approval please do not resubmit the data in this report. A summary will be acceptable.

B. GIVE A COMPLETE LISTING OF THE INDIVIDUALS RECEIVING ASSISTANCE AND THE AMOUNT OF ASSISTANCE THEY RECEIVED. (QUARTERLY STATUS AND FINANCIAL REPORTS).

C. SHOW ANY PERTINENT INFORMATION CONCERNING THE PROJECT OR FUNDS.

_____

EXHIBIT II

QUARTERLY FINANCIAL REPORT

RE: PROJECT: HOUSING REHABILITATION ASSISTANCE PROJECT (Century)

CONTRACT AMOUNT: $ _____

Reporting Period (Quarter): October-December
January-March
April-June
July-September

EXPENDITURES:

CLIENT NAME/UNIT ADDRESS	SHIP COST

Total expenditures this period $ _____

Remaining contract amount $ _____

Balance end of this reporting period $ _____

Comments

_____

_____

I certify, that to the best of my knowledge, the financial and client data reported is true and correct.

_____
Authorized Signature

_____ _____
Position **Date**

EXHIBIT III

SHIP PROGRAM RULES AND REGULATIONS
CHAPTER 67-37, FLORIDA ADMINISTRATIVE CODE

CERTIFICATION OF RECEIPT
STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM
ADMINISTRATIVE RULE 67-37

I/We hereby certify and affirm that Escambia County has provided this agency with a complete copy of the current **SHIP Administrative Rule 67-37,** and copies of any amendments to the governing Rule as may be applicable to the activities to be provided through this Agreement. I/We have reviewed the Administrative Rule and understand the requirements which govern the SHIP financed activities under this Agreement. I/We also understand that clarification of any uncertainties regarding the Administrative Rule or requirements related thereto should be resolved by contacting the SHIP Administrator denoted in this Agreement. If the SHIP Administrator cannot resolve the question, the issue will be submitted to the Florida Housing Finance Corporation for review and resolution.

SHIP Governance can be found online at: https://www.floridahousing.org/programs/special-programs/ship---state-housing-initiatives-partnership-program/ship-governance

Additionally, I/We have received a complete copy of the SHIP Income Compliance Manual and have reviewed the document to ensure compliance in the implementation of activities provided through this Agreement.

SHIP Income Manual and Addendum can be found online at: http://www.floridahousing.org/HousingPartners/LocalGovernments/

This certification is provided in lieu of including the entire text of the Administrative Rule in this Exhibit. I/We understand that additional copies of the entire text of the Administrative Rule and/or the SHIP Income Compliance Manual will be promptly provided upon written request directed to the SHIP Administrator by this agency.

Town of Century, Florida

By:_____
Henry Hawkins, Mayor

Date:_____

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14965 **County Administrator's Report 13. 6.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 11/01/2018
Issue: Payment Processing Agreement between Forte Payment Systems, Inc. and Escambia County, Florida
From: Pat Johnson, Department Director
Organization: Waste Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Payment Processing Agreement Between Forte Payment Systems, Inc., and Escambia County - Patrick T. Johnson, Waste Services Department Director

That the Board take the following action concerning the Payment Processing Agreement between Forte Payment Systems, Inc., and Escambia County:

A. Approve the Payment Processing Agreement to allow for products and services to provide payment processing and related services, including but not limited to Automated Clearing House ("ACH"), Credit and Debit Card processing, account verification, and customer identification to the Waste Services Department; and

B. Authorize the Chairman to sign the Agreement.

[Funding: Fund 401, Solid Waste Fund, Cost Center 230314 (Operations), Object Code 54901 (Other Charges and Obligations)]

BACKGROUND:

Based upon customer and employee surveys, a decrease in credit card transaction times and reduced manual input of credit card data has been requested. This effort requires an upgraded integrated credit card processing technology compatible with the Department's WasteWorks software supported by Carolina Software. Forte Payment Systems and OpenEdge are Carolina Software's vendors which support this technology. Forte Payment Systems is the preferred vendor because transaction processing is quicker and a stored credit card option is available. A slight increase in fees for this service is expected. The

integrated processing configuration has been reviewed and approved by the County's Information Technology Department. The Agreement serves as a process improvement initiative beneficial to customer service and work flow. It will allow data from customer transactions to be transferred and communicated electronically with existing software and various financial institutions. The electronic transfer minimizes transaction errors and reduces customer wait times.

BUDGETARY IMPACT:

Funding for this project is available in Fund 401 Solid Waste Fund, Cost Center 230314 (Operations), Object Code 54901 (Other Charges and Obligations).

LEGAL CONSIDERATIONS/SIGN-OFF:

Senior Assistant County Attorney, Kristin Hual, has reviewed the Agreement for form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Escambia County, FL Code of Ordinances, Chapter 46, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

Waste Services Department has coordinated with the County Attorney's Office, County Information Technology Department, and Carolina Software relative to the acquiring of this service.

Attachments

Forte Agreement
Forte Fee Schedule
Equipment Quote
Email_J Leeds

PAYMENT PROCESSING AGREEMENT

This Payment Processing Agreement ("Agreement"), including all applicable appendices and addendums hereto, is entered into as of the date last executed (the "Effective Date") by and between Forte Payment Systems, Inc. ("FORTE" or "Party"), a California corporation, and Escambia County, a political subdivision of the State of Florida ("AGENCY" or "Party").

FORTE and its affiliates provide payment processing and related services including but not limited to Automated Clearing House ("ACH"), Credit and Debit Card processing, account verification and customer identification (collectively and individually, as applicable, the "Services") to AGENCY who provides services to, or otherwise has a business relationship with, individuals and other entities ("Constituents").

1. GENERAL

The Agreement shall consist of these terms and conditions, each of the Appendices attached hereto if applicable, and all modifications and amendments thereto. Under the terms of the Agreement, AGENCY will be furnished with the products and services described in the Agreement and attached Appendices, which are selected by Agency and approved by FORTE. For any terms herein that are specifically applicable to any particular product or service offered by FORTE, only the terms and conditions that apply to the specific Service(s) requested by Agency at any given time shall apply.

2. USAGE

2.1 Subject to the terms and conditions of this Agreement, FORTE hereby grants to AGENCY a non- exclusive and non-transferable license to access and use FORTE's products and services contracted for and AGENCY hereby accepts such license and agrees to utilize and access the Services in accordance with the practices and procedures established by FORTE. AGENCY may use the Services (a) for its own internal business purposes and operations, and/or (b) as a service provided to its Constituents, unless otherwise notified by FORTE. No license or right to use, reproduce, translate, rearrange, modify, enhance, display, sell, lease, sublicense or otherwise distribute, transfer or dispose of any of FORTE's Proprietary Property, as defined in Section 3 below, in whole or in part, is granted except as expressly provided by this Agreement. Neither AGENCY nor any of its affiliates shall reverse engineer, decompile or disassemble the Proprietary Property. Additionally, nothing in this Agreement shall be construed to provide AGENCY with a license of any third-party proprietary information or property.

2.2 AGENCY shall ensure that its Users comply with all applicable requirements of this Agreement. AGENCY is responsible for protecting the confidentiality of any and all passwords and credentials provided to AGENCY by FORTE for the purpose of utilizing the Services or other forms of access to AGENCY's accounts with FORTE. AGENCY is responsible for the security of its systems, locations and equipment used in processing transactions under this Agreement and for developing security procedures and training its employees on the procedures. AGENCY expressly assumes responsibility for the acts or omissions of all Users on its account(s) with FORTE, and for User access to FORTE's systems either directly or through software.

3. OWNERSHIP

All computer programs, trademarks, service marks, patents, copyrights, trade secrets, know- how, and other proprietary rights in or related to FORTE's products and services (the "Proprietary Property"), are and will remain the sole and exclusive property of FORTE, whether or not specifically recognized or perfected under applicable law. FORTE shall own all rights, title and interest, including all intellectual property rights, in and to any improvements to the existing FORTE products or services and/or any new programs, upgrades, modifications or enhancements developed by FORTE in connection with rendering any services to AGENCY (or any of its affiliates), even when refinements and improvements result from AGENCY's request. To the extent, if any, that ownership in such refinements and improvements does not automatically vest in FORTE by virtue of this Agreement or otherwise, AGENCY hereby expressly transfers and assigns (and, if applicable, shall cause its affiliates to transfer and assign) to FORTE all rights, title, and interest which AGENCY or any of its affiliates may have in and to such refinements

and improvements. All reference to any of FORTE's service marks, trademarks, patents or copyrights, or those of FORTE's partners or vendors, shall be made in compliance with the requirements, including periodic updates thereto, as provided at http://www.forte.net/trademark.

4. CONFIDENTIALITY

The Parties acknowledge that, by virtue of this Agreement, each has been and will continue to be entrusted with certain Confidential Information (as defined in Appendix A) pertaining to the other's business, including but not limited to proprietary information developed by, acquired by, or licensed to each Party. Each Party agrees that, except to the extent and in the manner necessary to perform its duties hereunder, it will not disclose to others or use for its own benefit any Confidential Information of the other Party and it will hold all Proprietary Property as defined herein confidential in perpetuity.

Additionally, in the course of providing and receiving the Services, each Party acknowledges that it may receive or have access to information which can be used to identify an individual consumer (including, without limitation, names, signatures, addresses, telephone numbers, e-mail addresses, payment history, and other unique identifiers) ("Personal Information"). As such, each Party shall: (i) keep all Personal Information in strict confidence, with the degree of care necessary to avoid unauthorized access, use or disclosure; (ii) use Personal Information solely and exclusively for the purposes provided in this Agreement; (iii) implement administrative, physical and technical safeguards to protect Personal Information that are at least as rigorous as accepted industry practices; (iv) as applicable, have in place a program that complies with applicable legal requirements regarding Personal Information.

This section will not apply to any information that (i) was already available to the public at the time of disclosure, (ii) becomes generally known to the public after disclosure to the other party, through no fault of the other party, (iii) is disclosed under force of law, governmental regulation or court order, (iv) is required to be disclosed by a banking partner, an Acquirer or an applicable Payment Association, or (v) is subject to disclosure pursuant to Chapter 119, Florida Statutes.

5. TERM AND TERMINATION

5.1 **Term.** This Agreement shall have an initial term of three (3) years. Thereafter, this Agreement will automatically renew for additional one (1) year terms unless either Party provides thirty (30) days' prior written notice of termination to the other Party.

5.2 **Termination.** In the event of a material breach of this Agreement by one Party and failure to cure within thirty (30) days of receipt of written notice of the breach, the other Party may terminate immediately by providing written notice of termination. Additionally, FORTE may immediately terminate this Agreement without prior notice in the event that (i) there is a material adverse change to AGENCY or its financial condition; or (ii) AGENCY experiences excessive chargebacks; or (iii) AGENCY experiences an actual or suspected data security breach; or (iv) AGENCY violates any applicable Law, Rule or Regulation; or (v) if FORTE is instructed to terminate by Financial Institution, Acquirer or Payment Association.

6. TRANSACTION PROCESSING

6.1 **Accepting Transactions.** FORTE shall process Credit Card, Debit Card and ACH Transactions on the AGENCY's behalf on a 24-hour basis. Transactions which are received before the daily designated cut-off time will be originated for settlement through the corresponding Payment Network. Transactions which are received after the designated cut-off time will be included in the next business day's settlement processing.

6.1.1 **Sale Transactions.** If a Transaction is sent to FORTE as a sale of goods or services, it will automatically be captured for settlement in time for the next designated cut-off time.

6.1.2 **Auth/Capture Transactions.** If a Transaction is sent to FORTE for authorization only or for delayed processing, then it will be the responsibility of AGENCY to submit a corresponding "capture" Transaction

within 48 hours of the authorization in order to complete the Transaction process for settlement. Transactions which are not captured within 48 hours of Authorization are untimely and may be rejected by FORTE.

6.2 **Transaction Format.** FORTE is responsible only for processing Transactions which are received and approved by FORTE in the proper format, as established by FORTE.

6.2.1 **Card Not Present Transactions.** For card-based transactions in which the card is not present, AGENCY must obtain and include as part of the authorization request the 3 or 4-digit Validation Code and cardholder's billing address information.

6.3 **AGENCY Account.** In order to provide transaction processing services, FORTE may need to establish one or more service accounts on AGENCY's behalf or require AGENCY to establish a service account with a third-party provider sub-contracting with FORTE.

6.4 **Limited-Acceptance Agency.** If appropriately indicated on AGENCY's application attached hereto, AGENCY may be a Limited-Acceptance Agency, which means that AGENCY has elected to accept only certain Visa and MasterCard card types (i.e., consumer credit, consumer debit, and commercial cards) and must display appropriate signage to indicate the same. FORTE and its associated credit card acquirer have no obligation other than those expressly provided under the Payment Association Operating Regulations and applicable law as they may relate to limited acceptance. AGENCY, and not FORTE or Acquirer, will be solely responsible for the implementation of its decision for limited acceptance, including but not limited to policing the card type(s) accepted at the point of sale.

6.5 **Bona Fide Sales.** AGENCY shall only complete sales transactions produced as the direct result of bona fide sales made by AGENCY to cardholders, and is expressly prohibited from processing, factoring, laundering, offering, and/or presenting sales transactions which are produced as a result of sales made by any person or entity other than AGENCY, or for purposes related to financing terrorist activities.

6.6 **Setting Limits on Transaction Amount.** AGENCY may set a minimum transaction amount to accept a card that provides access to a credit account, under the following conditions: i) the minimum transaction amount does not differentiate between card issuers; ii) the minimum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand; and iii) the minimum transaction amount does not exceed ten dollars (or any higher amount established by the Federal Reserve). AGENCY may set a maximum transaction amount to accept a card that provides access to a credit account, under the following conditions: AGENCY is a i) department, agency or instrumentality of the U.S. government; ii) corporation owned or controlled by the U.S. government; or iii) agency whose primary business is reflected by one of the following MCCs: 8220, 8244, 8249 – Schools, Trade or Vocational; and the maximum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand.

6.7 **Modifying Transactions.** AGENCY shall regularly and promptly review all Transactions and shall immediately notify FORTE upon discovery of any and all discrepancies between the records of AGENCY compared with those provided by FORTE or AGENCY's bank, or with respect to any Transaction that AGENCY believes was made erroneously or without proper authorization. At AGENCY's request, FORTE will make commercially reasonable efforts to reverse, modify, void or delete a Transaction after it has been submitted for settlement. All requests must be made in writing (electronic mail will be deemed as "in writing" for these purposes), signed or sent by an individual pre-authorized by AGENCY to make such requests, and delivered to FORTE. AGENCY agrees that FORTE will not be held responsible for any losses, directly or indirectly, incurred by AGENCY or other third parties as a result of FORTE's failure to accomplish the request before the Transaction has been processed through the applicable Payment Network.

6.8 **Delay or Rejection of Transactions**. FORTE may delay or reject any Transaction without prior notification to AGENCY which is improperly formatted, is untimely, is missing information, which may cause it to downgrade or if FORTE has reason to believe such Transaction is fraudulent or improperly authorized or for any reason permitted or required under the Rules or Regulations. FORTE shall have no liability to AGENCY by reason of the rejection of any such Transaction.

6.9 **Returned Items**. FORTE shall make available to AGENCY details related to the receipt of any Transaction that is returned unpaid or Transaction which is charged back and shall credit or charge such returned item to AGENCY's Settlement Account.

6.10 **Chargebacks**. AGENCY acknowledges and agrees that it is bound by the Rules and Regulations of the Payment Associations with respect to any Chargeback. AGENCY understands that obtaining an authorization for any sale shall not constitute a guarantee of payment, and such sales can be returned or charged back to AGENCY like any other item hereunder. In the event a Transaction is charged back, for any reason, the amount of such Transaction will be deducted from AGENCY's designated Settlement Account or any payment due to AGENCY.

6.11 **Excessive Chargebacks**. Using limits established by Associations as a standard for review, FORTE reserves the right to suspend and/or terminate AGENCY's access to the Services should AGENCY's chargeback ratio exceed allowable limits in any given period. FORTE will make reasonable efforts to provide AGENCY with notice and a time to cure its excessive chargebacks prior to suspending or terminating AGENCY's access to the Services. AGENCY acknowledges and expressly authorizes FORTE, in compliance with Payment Association Rules and Regulations, to provide to the Payment Associations and applicable regulatory bodies, AGENCY's name and contact information as well as transaction details should AGENCY's chargeback ratio exceed the allowable limits in any given period.

6.12 **Resubmitting Transactions**. AGENCY shall not re-submit any Transaction unless it is returned as (i) Insufficient funds (R01); or (ii) Uncollected funds (R09); or unless a new authorization is obtained from Constituent.

6.13 **Settlement**. Settlement of AGENCY's funds for Transactions, less any Chargebacks or Returns, to AGENCY's designated Settlement Account will occur within 72 hours of origination excluding weekends and US federal banking holidays. Settlement of Transactions will occur via electronic funds transfer over the ACH Network. Upon receipt of Agency's sales data for card transactions through FORTE's Services, Acquirer will process AGENCY's sales data to facilitate the funds transfer between the various Payment Associations and AGENCY. After Acquirer receives credit for such sales data, Acquirer will fund AGENCY, either directly to the AGENCY-Owned Designated Account or through FORTE to an account designated by FORTE ("FORTE Designated Account"), at Acquirer's sole option, for such card transactions. AGENCY agrees that the deposit of funds to the FORTE Designated Account shall discharge Acquirer of its settlement obligation to AGENCY, and that any dispute regarding the receipt or amount of settlement shall be between FORTE and AGENCY. Acquirer will debit the FORTE Designated Account for funds owed to Acquirer as a result of the Services provided hereunder, unless an Agency-owned account is otherwise designated by AGENCY. Further, if a cardholder disputes a Transaction, if a Transaction is charged back for any reason, or if FORTE or Acquirer reasonably believe a Transaction is unauthorized or otherwise unacceptable, the amount of such Transaction may be charged back and debited from AGENCY if settled to an Agency-owned account or debited from the FORTE Designated Account if settled to that account.

6.14 **Provisional and Final Payment**. AGENCY, AGENCY's third party senders (if applicable), and/or AGENCY's agent(s) understand and agree that Entries may be transmitted through the ACH Network, that payment of an Entry by the RDFI to the Receiver is provisional until receipt by the RDFI of final settlement for such Entry, and that if such settlement is not received, then the RDFI will be entitled to a refund from the Receiver of the amount credited and AGENCY will not be deemed to have paid the Receiver the amount of the Entry. The rights and obligations of AGENCY concerning the Entry are governed by and construed in accordance with the laws of the

state in which the processing ODFI is located, unless AGENCY and FORTE have agreed that the laws of another jurisdiction govern their rights and obligations.

6.15 **Reporting.** FORTE will make daily origination and deposit reports available to AGENCY on a 24/7 basis through the Internet-based FORTE platform.

7. TRANSACTION AUTHORIZATION

7.1 **Constituent Authorization.** AGENCY shall obtain authorization from Constituent prior to requesting a Transaction to or from Constituent's account.

7.2 **Retention.** AGENCY shall retain proof of Constituent's authorization for a period of not less than two (2) years for standard Transactions and for a period of five (5) years for health- related Transactions from the authorization date or revocation of authorization date and shall provide such proof of authorization to FORTE upon request within five (5) business days of the request.

7.3 **Revoked Authorization.** AGENCY shall cease initiating Transactions to or from a Constituent's account immediately upon receipt of any actual or constructive notice of that Constituent's termination or revocation of authorization. AGENCY may re-initiate Transactions to or from a Constituent's account only upon receiving new authorization from the Constituent.

8. AGENCY PROHIBITIONS

AGENCY must not i) require a cardholder to complete a postcard or similar device that includes the cardholder's account number, card expiration date, signature, or any other card account data in plain view when mailed, ii) add any tax to Transactions, unless applicable law expressly requires that AGENCY impose a tax (any tax amount, if allowed, must be included in the Transaction amount and not collected separately), iii) request or use an account number for any purpose other than as payment for its goods or services, iv) disburse funds in the form of travelers checks if the sole purpose is to allow the cardholder to make a cash purchase of goods or services from AGENCY, v) disburse funds in the form of cash unless AGENCY is dispensing funds in the form of travelers checks, TravelMoney cards, or foreign currency (in such case, the Transaction amount is limited to the value of the travelers checks, TravelMoney cards, or foreign currency, plus any commission or fee charged by AGENCY), or AGENCY is participating in a cash back service, vi) submit any Transaction receipt for a Transaction that was previously charged back to the Acquirer and subsequently returned to AGENCY, irrespective of cardholder approval, vii) accept a Visa consumer credit card or commercial Visa product issued by a U.S. issuer to collect or refinance an existing debt that has been deemed uncollectable by AGENCY, or ix) submit a Transaction that represents collection of a dishonored check. AGENCY further agrees that, under no circumstance, will AGENCY store cardholder data in violation of the Laws or the operating regulations of any Payment Association including but not limited to the storage of track-2 data. Neither AGENCY nor its agent shall retain or store magnetic-stripe data subsequent to the authorization of a sales Transaction.

9. AUTHORIZATION

9.1 **ACH Authorization.** AGENCY authorizes FORTE to electronically debit and credit AGENCY's designated bank account(s) for any amounts owed to or by AGENCY in accordance with the terms of this Agreement.

9.2 **Third Party Service Provider.** If AGENCY uses the Services through or in conjunction with a third party service provider that is not a party to this Agreement, AGENCY authorizes FORTE to provide Carolina Software ("Partner") with its FORTE merchant account information and credentials. If applicable, AGENCY authorizes Partner to originate Transactions and receive the corresponding results on its behalf.

10. CONSTITUENT DISPUTES

All disputes between AGENCY and its Constituent (s) relating to any Transaction processed under this Agreement

will be settled by and between AGENCY and Constituent. AGENCY agrees that FORTE bears no responsibility or involvement in any such dispute.

11. COMPLIANCE WITH LAWS, RULES AND REGULATIONS

In performing its duties under this Agreement, each Party agrees to comply with all applicable Rules, Regulations and Laws, including but not limited to all confidentiality and security requirements of the USA Patriot Act (or similar law, rule or regulation), all Rules of any applicable Payment Associations, all requirements under the Payment Card Industry Data Security Standard (or similar applicable data security law, rule or regulation) including but not limited to the VISA Cardholder Information Security Program, the MasterCard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by the Associations. Each Party agrees to cooperate and provide information reasonably requested by the other to facilitate its compliance with any applicable Law, Rule or Regulation. Additionally, should a Payment Association or regulatory body impose a fee or fine on AGENCY for any violation of the Rules or Laws by AGENCY, such fee or fine may be charged to FORTE as a pass-through to AGENCY. If any such fee or fine is charged to FORTE, AGENCY shall reimburse FORTE for any such fees or fines.

12. PRICING AND PAYMENT

12.1 FORTE will provide the Services in accordance with the Pricing Fee Schedule(s) attached hereto or any amendments thereto. Pricing schedules which utilize an Absorbed Fee Model will be billed to the AGENCY monthly in arrears and will automatically be debited from AGENCY's designated account via ACH Debit. Pricing schedules which utilize a Service Fee Model will result in a processing fee being charged to the Constituent in the form of a non-refundable service fee which is either (i) added to; or (ii) charged as a separate transaction to the Constituent at the time of payment.

12.2 Pricing schedules which utilize a flat service fee model are calculated based on historical or estimated transactional amount activity by AGENCY. In the event that experiential transaction activity varies significantly from the historical or estimated amounts, FORTE shall have the right to adjust the service fee in accordance to the experiential transaction activity.

12.3 FORTE's pricing is subject to the underlying fees established by the Payment Associations and its service providers. As such, in the event FORTE experiences an increase in cost for any processing services utilized by AGENCY during any term of this Agreement, FORTE will pass through the increases with no additional markup to AGENCY. FORTE will provide AGENCY a minimum of thirty (30) days' notice of any change or adjustment in fees.

12.4 Payments under this Agreement and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, Florida Statutes, as amended.

13. LIMITS OF LIABILITY

13.1 Neither Party shall be liable to the other Party or to any third party for any special, consequential, incidental or punitive damages of any kind or nature incurred in relation to this Agreement. The amount of damages recoverable by either Party from the other will not exceed that Party's actual, direct damages and will be limited to the amount of the average monthly fees and charges paid by AGENCY for the Service for the immediate three (3) month period prior to the event giving rise to the applicable claim. Neither Party will be liable for failure to perform any of its obligations under this Agreement if such performance would result in it being in breach of any Law, Rule or requirement of any governmental authority. The provisions of this section will survive the termination of this Agreement.

13.2 FORTE shall not be held responsible for errors, acts or failures to act of others, including, and among other entities, banks, other processors, communications carriers or clearing houses through which Transactions may be originated or through which FORTE may receive or transmit information, and no such entity shall be deemed an

agent of FORTE.

14. REPRESENTATIONS AND WARRANTIES.

14.1 **FORTE's Representations and Warranties.** FORTE makes no representations or warranties concerning its services except as may be specifically authorized, in writing, or set out herein.

14.1.1 FORTE hereby warrants that its software solutions and services will perform in accordance with their published specifications in all material respects.

14.1.2 FORTE further warrants that in performing its obligations hereunder, it shall exercise due care and reasonable efforts to ensure that information originated by AGENCY is transmitted accurately.

14.2 **AGENCY's Representations and Warranties.** AGENCY represents and warrants to FORTE that:

14.2.1 If applicable, with respect to all Transactions originated by FORTE on behalf of AGENCY that (i) each Transaction in all respects has been properly authorized by Receiver; (ii) each Transaction is for an amount agreed to by the Receiver and; (iii) AGENCY shall provide proof of authorization in compliance with applicable Rules for any Transaction to FORTE upon request within five (5) Business Banking Days.

14.2.2 AGENCY agrees to adhere to the warranties within the applicable Rules for each Transaction FORTE processes on AGENCY's behalf.

14.3 **Mutual Representations and Warranties.** Each Party represents and warrants to the other that:

14.3.1 The execution of this Agreement does not violate any applicable international, federal, state, or local law, Payment Network rule or contract to which such Party is subject.

14.3.2 There are no actions, suits or proceedings existing or pending against or affecting it before any judicial or regulatory authority which would have a material adverse effect on its ability to perform its obligations hereunder.

14.3.3 When executed and delivered, this Agreement will constitute a legal, valid, and binding obligation, enforceable in accordance with its terms.

15. FORTE SERVICE POLICY.

FORTE makes no representations or warranties concerning its services except as may be specifically authorized, in writing, or set out herein. AGENCY acknowledges and understands that FORTE does not warrant that the Services will be uninterrupted or error free and that FORTE may occasionally experience delays or outages due to disruptions that are not within FORTE's control. Any such interruption shall not be considered a breach of the Agreement by FORTE. FORTE shall use its best efforts to remedy any such interruption in service as quickly as possible.

16. FORCE MAJEURE

Neither Party shall be liable for, or be considered in breach of or default under the Agreement on account of any delay or failure to perform its obligations hereunder as a result of any causes or conditions that are beyond such Party's reasonable control and that such Party is unable to overcome through the exercise of commercially reasonable diligence. If any force majeure event occurs, the affected Party shall give prompt written notice to the other Party and shall use all commercially reasonable efforts to minimize the impact of the event.

17. ASSIGNMENT

The rights granted under this Agreement shall not be assigned by either Party without the prior written consent of the other Party, which shall not be unreasonably withheld.

18. CHOICE OF LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any action shall be in the County of Escambia. Merchant hereby agrees that claims applicable to American Express may be resolved through arbitration as further described in the American Express Merchant Operating Guide, see Appendix C, Section 4 herein.

19. AMENDMENT

Except as otherwise provided for herein, the terms and conditions of this Agreement shall not be modified or amended except in writing, signed by the parties hereto and specifically referring to this Agreement.

20. PUBLICITY

Neither Party shall use the other Party's name, logo or service marks in conjunction with a press release or advertisement without first obtaining written approval.

21. NOTICE

Any notice required to be given by either Party hereunder, shall be in writing and delivered personally to the other designated Party, or sent by any commercially reasonable means of receipted delivery, addressed, to that Party at the address most recently provided in writing. Either Party may change the address to which notice is to be sent by written notice to the other under any provision of this paragraph.

Notices to FORTE:
Forte Payment Systems, Inc.
500 W. Bethany Drive
Suite #200
Allen, TX 75013
Attn: General Counsel

Notices to AGENCY:
Denee M. Rudd, Accounting Supervisor
Escambia County Waste Services
13009 Beulah Road
Cantonment FL 32533
850-937-2175

22. HEADINGS

The headings contained in this Agreement are for convenience of reference only and shall not affect the meaning of any provision of this Agreement.

23. SEVERABILITY

Should any term, clause or provision herein be found invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be construed to most closely reflect the original intent of the parties.

24. ENTIRE AGREEMENT; WAIVER; COUNTERPARTS

This Agreement constitute the entire understanding of the Parties, and revoke and supersede all prior agreements between the Parties and are intended as a final expression of their agreement. Either Party's waiver of any breach of any provision of this Agreement shall not be deemed a waiver of any subsequent breach of same or other provision.

25. PUBLIC RECORDS

The parties acknowledge that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statues. The parties shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. The parties shall also ensure that any requested records or allow the records to be inspected within a reasonable time. The parties shall also

ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, the parties agree to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event FORTE fails to abide by the provisions of Chapter 119, Florida Statues, the Agency may, without prejudice to any other right or remedy and after providing seven days written notice, during which period FORTE still fails to allow access to such documents, terminate the contract. In such case, FORTE shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing FORTE.

IF FORTE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO FORTE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective organizations, have executed this Agreement as of the date set forth below.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Jeff Bergosh, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Date: _____

BCC Approved: _____

_____
Deputy Clerk

ATTEST:

FORTE PAYMENT SYSTEMS, INC.

_____
Secretary

_____
Authorized Signature

Name: _____

Title: _____

Date: _____

Approved as to form and legal sufficiency.
By/Title: [signature]
Date: 9/26/18

APPENDIX A
DEFINITIONS

ACH Network – Automated Clearing House Network is a batch processing, store-and-forward system that accumulates and distributes ACH transactions that are received from ODFI (defined below) and are forwarded to the specified RDFI (defined below) according to the specific schedules established by the participants.

Acquirer – A sponsoring financial institution or payment processor that enters into an agreement which enables merchants or their Agent(s) to submit Transactions to a payment network.

Affiliate – A business entity effectively controlling or controlled by another or associated with others under common ownership or control.

Agent Any director, officer, employee, representative, affiliate, third-party vendor or any other person acting on behalf of the Merchant with the actual, implied or apparent authority of Merchant.

Business Banking Day – Monday through Friday excluding banking holidays.

Chargeback – A Transaction that is rejected by the owner of the account debited or charged because a dispute exists between the Originator of the Transaction (typically a Merchant) and the account owner.

Confidential Information - Confidential Information may include information regarding all of the computer software and technologies, systems, structures, architectures, processes, formulae, compositions, improvements, devices, know-how, inventions, discoveries, concepts, ideas, designs, methods, and information and databases developed, acquired, owned, produced or practiced at any time by a Party or any affiliate thereof, including software programs and documentation licensed by third parties to the disclosing Party, any business or financial information directly or indirectly related to the disclosing Party's company(s) or investments or its internal administrative, billing and accounting systems, customer and vendor lists and information, employee personnel information and policies and procedures, information regarding the disclosing Party's products and services that is not generally available to the public.

Credit Entry (or "Entry) – An ACH/EFT Transaction that is intended to deposit funds into a Receiver's (defined below) account which has been withdrawn from Merchant's Settlement Account (defined below).

Debit Entry (or "Entry") – An ACH/EFT Transaction that is intended to withdraw funds from a Receiver's account for deposit into Merchant's Settlement Account (defined below).

Laws – All international, national, regional and local regulations or laws which are applicable to the services provided herein.

NACHA – National Automated Clearing House Association responsible for establishing, revising and enforcing the Operating Rules for the US ACH Network.

ODFI – Originating Depository Financial Institution is the financial institution that receives ACH Transactions from Merchant through FORTE and then forwards these Transactions (defined below) to the ACH Network.

Originator – A Merchant who has contracted with FORTE to initiate ACH entries, on their behalf, to the ACH Network.

Payment Association – Any entity governing a payment network, including but not limited to VISA, M/C, Discover, American Express, NACHA, CPA.

PCI-DSS – System security measures established by the various credit card companies, known as the Payment Card Industry Data Security Standards.

RDFI – Receiving Depository Financial Institution is the financial institution that receives the ACH Transactions from the ODFI through the ACH Network and posts these Transactions to the accounts of Receivers (defined below).

Receiver –An entity or individual consumer that has an established account with a card issuer or financial institution upon which a Transaction is or may be acted upon.

Reserve – A specific amount of money that is held in your Merchant account to be used by FORTE to offset amounts owed to FORTE for Services provided, such as returned items, chargebacks, fees/fines, billing or other Merchant obligations to FORTE that FORTE is unable to collect from Merchant.

Returned Entries – Any Transaction that is not able to be completed successfully and is returned/rejected back to the Originator.

Rules – The operational rules, policies and procedures established by each applicable Payment Association to govern all transactions and parties that participate in the associated payment network.

Settlement Account – An account established and maintained by Merchant with a financial institution through which the following may occur: (a) deposit of funds for Debit Entries, (b) the extractions of funds for Credit Entries, reserve funds or fee obligations unless otherwise agreed to by the parties.

Settlement Entry – A Debit or Credit Entry to Merchant's Settlement Account which corresponds to the net amount owed Merchant by FORTE at the end of each Business Banking Day.

Transactions –Any transfer of data or information to FORTE in a format pre-approved by FORTE, including but not limited to payment, verification and authentication items.

Users - All individuals who access a FORTE website or utilize any portion of the FORTE Services on behalf of Merchant directly or through software that accesses the FORTE systems through Merchant's systems, by using Merchant's access credentials or any other access reasonably presumed to be on behalf of Merchant.

APPENDIX B
ACCOUNT VERIFICATION AND AUTHENTICATION SERVICES

1. Representation by Agency. Each request for data through the verification and authentication services shall constitute a representation, warranty and certification by Agency that the data (i) shall be used and disclosed only in accordance with the terms of the Agreement, and in accordance with any applicable Rules or Laws; and (ii) shall be used solely for the intended use as stated by Agency on the application and that use is in compliance with the permissible uses under the Fair Credit Reporting Act ("FCRA") as provided in the FCRA Requirements Addendum located at http://www.forte.net/fair-credit-reporting-act; (iii) Agency will follow proper procedures for adverse action notification to its Constituents, as provided by the FCRA Requirements Addendum; and (iv) Agency acknowledges it has implemented security measures to prohibit the unauthorized access to the information provided.

2. Use of Services.

2.1 AGENCY SHALL USE THE VERIFICATION SERVICES ONLY IN CONNECTION WITH PAYMENTS PRESENTED TO AGENCY BY ITS CONSTITUENTS IN EXCHANGE FOR GOODS OR SERVICES. AGENCY SHALL NOT RESELL THE VERIFICATION DATA OR SERVICES TO ANY THIRD PARTIES.

2.2 Agency understands and agrees that it cannot decline services to a consumer or customer after receiving an approval result from FORTE on a verification inquiry unless Agency is declining based on other grounds and/or information. Further, if Agency does decline services to a FORTE approved consumer or customer based on alternate information, Agency shall not provide FORTE's contact information as recourse for the consumer to pursue a dispute of the result under FCRA Adverse Action requirements.

2.3 Agency shall provide to FORTE, as part of a verification inquiry, the accurate amount for each transaction Agency wants to verify.

3. Retention of Data. Agency acknowledges and agrees that it shall not retain, store, compile or aggregate the results of verification or authentication inquiries received from FORTE except as required by applicable law or to perform its obligations under this Agreement.

APPENDIX C
ACCOUNT UPDATER SERVICES

1. **Description of Services.** Participating Visa/MasterCard Issuers submit their account changes to the Account Updater Database. On a monthly basis, FORTE will compare all of AGENCY's recurring tokenized transactions against the Account Updater Database. FORTE will then update the tokenized card information on file with updated account information.
2. **Agency Requirements for Account Updater Participation.**
    a. AGENCY must be properly established and registered in the United States.
    b. AGENCY must not have been disqualified from participating in the Visa, MasterCard, American Express, or Discover programs.
    c. AGENCY must be in compliance with all Card Association Operating Regulations.
    d. AGENCY must submit inquiries only for those accounts with which the merchant has an ongoing customer relationship and customer's authority to submit such payments.
    e. AGENCY may not request authorization on accounts that have returned "Contact Cardholder" or "Closed."
    f. AGENCY must not submit inquiries on behalf of any other entity.
    g. AGENCY assumes all risk associated with the use of the Account Updater Service. FORTE shall have no liability whatsoever to AGENCY for any liability associated with the Account Updater Service, including but not limited to the accuracy or completeness of the information provided via the Account Updater Service.

APPENDIX D
AMERICAN EXPRESS CARD ACCEPTANCE

1. Merchant hereby acknowledges and agrees that for purposes of acceptance of American Express, the American Express Merchant Operating Guide and any amendments thereto (the "Operating Guide") is hereby incorporated by reference into this Agreement and can be found at www.americanexpress.com/merchantopguide.
All capitalized terms found in this section shall have the attributed meaning from the Operating Guide.

2. Merchant hereby authorizes FORTE and/or Acquirer to submit American Express transactions to, and receive settlement from, American Express on behalf of Merchant. Merchant must accept the American Express card as payment for goods and services (other than those goods and services prohibited under the Operating Guide) sold, or (if applicable) for charitable contributions made, at all of its establishments, except as expressly permitted by applicable Law. Merchant is jointly and severally liable for the obligations of Merchant's establishments under the Agreement. For the avoidance of doubt, "cardholder" as used in this Agreement shall include Cardmembers as defined in the Operating Guide.

3. Merchant hereby acknowledges and agrees that (i) FORTE or Acquirer may disclose American Express Transaction Data (which for purposes of this section shall have the same definition as "Transaction Data" in the Operating Guide), Merchant Data (as defined below), and other information about Merchant to American Express, (ii) American Express may use such information to perform its responsibilities in connection with the American Express Program, promote the American Express Network, perform analytics and create reports, and for any other lawful business purpose, including marketing purposes, and (iii) American Express may use the information obtained in this application at the time of setup to screen and/or monitor Merchant in connection with American Express Card (the "Card") marketing and administrative purposes. If Merchant has provided a wireless phone number in connection with this Agreement, Merchant hereby agrees that it may be contacted at that number and the communications sent may include autodialed text messages or automated prerecorded calls. If Merchant has provided a fax number, Merchant hereby agrees that it may be sent fax communications. To opt out of American Express-related marketing communications, Merchant may contact FORTE customer service as described in this Agreement. For purposes of this section, "Merchant Data" means names, postal and email addresses, tax ID numbers, names and social security numbers of the authorized signer of Merchant and similar identifying information about Merchant. For clarification, Merchant Data does not include American Express Transaction Data.

4. Merchant will adhere to the following website information display guidelines in the event Merchant has a website and/or operates an e-commerce business. Merchant's website must display the following:

- An accurate description of the goods/services offered, including the currency type for the Transaction (e.g., U.S. Dollars). Note: Transaction currency must be in U.S. Dollars.
- Merchant's physical address in the U.S.
- An email address or telephone number for customer service disputes.
- Return/refund policy.
- A description of Merchant's delivery policy (e.g., no overnight delivery).
- A description of Merchant's security practices (e.g., information highlighting security practices Merchant uses to secure Transactions on its systems, including Transactions conducted on the Internet).
- A statement of known export restrictions, tariffs, and any other regulations.

- A privacy statement regarding the type of personal information collected and how the information is used. Additionally, Merchant must provide to customers the option to decline being included in marketing campaigns or having their personal information included on lists sold to third parties.

5. Merchant hereby agrees that, in the event that Merchant becomes a High Charge Volume Merchant (as defined below), Merchant will be converted from the American Express Program to a direct American Express Card acceptance relationship with American Express, and upon such conversion, (i) Merchant will be bound by American Express' then-current card acceptance agreement, and (ii) American Express will set pricing and other fees payable by Merchant for American Express Card acceptance. "High Charge Volume Merchant" for purposes of this section means an American Express Program Merchant with either (i) greater than $1,000,000 in American Express charge volume in a rolling twelve (12) month period or (ii) greater than $100, 000 in American Express charge volume in any three (3) consecutive months. For clarification, if Merchant has multiple establishments, the American Express charge volume from all establishments shall be summed together when determining whether Merchant has exceeded the thresholds above.

6. Except as expressly permitted by applicable Law, Merchant must not: (a) indicate or imply that Merchant prefers, directly or indirectly, any Other Payment Products over the Card, (b) try to dissuade Cardmembers from using the Card, (c) criticize or mischaracterize the Card or any of American Express' services or programs, (d) try to persuade or prompt Cardmembers to use any Other Payment Products or any other method of payment (e.g., payment by check), (e) impose any restrictions, conditions, disadvantages, or fees when the Card is accepted that are not imposed equally on all other payment products, except for electronic funds transfer, cash or check, (f) suggest or require Cardmembers to waive their right to dispute any Transaction, (g) engage in activities that harm American Express' business or the American Express Brand (or both), (h) promote any Other Payment Products (except, if applicable, Merchant's own private label card that it issues for use solely at its Establishments) more actively than Merchant promotes the Card, or (i) convert the currency of the original sale Transaction to another currency when requesting Authorization or submitting Transactions (or both).

7. Merchant may offer discounts or in-kind incentives from its regular prices for payments in cash, ACH funds transfer, check, debit card, or credit/charge card, provided that (to the extent required by applicable Law): (i) Merchant clearly and conspicuously discloses the terms of the discount or in-kind incentive to its customers, (ii) the discount or in-kind incentive is offered to all of Merchant's prospective customers, and (iii) the discount or in-kind incentive does not differentiate on the basis of the Issuer or, except as expressly permitted by applicable state statute, payment card network (e.g., Visa, MasterCard, Discover, JCB, American Express). The offering of discounts or in-kind incentives in compliance with the terms of this paragraph will not constitute a violation of the provisions set forth Section 3.2 of the Operating Guide.

8. Whenever payment methods are communicated to customers, or when customers ask what payments are accepted, Merchant must indicate its acceptance of the Card and display American Express' Marks (including any Card application forms provided to Merchant) as prominently and in the same manner as any Other Payment Products. Merchant must not use American Express' Marks in any way that injures or diminishes the goodwill associated with the American Express Mark, nor in any way (without American Express' prior written consent) indicate that American Express endorses Merchant's goods or services. Merchant shall use the American Express brand and marks in accordance with the requirements set forth in the Operating Guide and shall remove the American Express brand and marks from Merchant's website and wherever else they are displayed upon termination Merchant's acceptance of American Express cards.

9. Any and all Cardmember Information is confidential and the sole property of the Issuer, American

Express or its Affiliates. Except as otherwise specified, Merchant must not disclose Cardmember Information, nor use nor store it, other than to facilitate Transactions in accordance with this Agreement. For more information, refer to the Operating Guide, Section 4.2, "Completing a Transaction at the Point of Sale" and Chapter 8, "Protecting Cardmember Information".

10. Merchant shall not assign to any third party any American Express-related payments due to it under this Agreement, and all indebtedness arising from American Express Charges (as defined below) will be for bona fide sales of goods and services (or both) at its establishments (as defined below) and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that Merchant may sell and assign future American Express transaction receivables to FORTE, its affiliated entities and/or any other cash advance funding source that partners with FORTE or its affiliated entities, without consent of American Express.

11. Merchant hereby agrees that American Express shall have third party beneficiary rights, but not obligations, to enforce this Agreement as against Merchant to the extent applicable to American Express processing. Merchant understands and agrees that it shall have no third party beneficiary rights under any agreement between FORTE and American Express and/or Acquirer. Merchant shall maintain refund policies for purchases on the American Express card that are at least as favorable as its refund policy for purchases on any other payment product. Merchant will disclose any such refund policy to Cardmembers at the time of purchase and in compliance with the Operating Guide and all applicable Laws. Merchant's termination of American Express Card acceptance shall have no direct or indirect effect on Merchant's rights to accept other card brands. To terminate American Express acceptance, Merchant may contact FORTE customer service as described in this Agreement.

12. Without limiting any other rights provided herein, FORTE and/or Acquirer shall have the right to immediately terminate Merchant's acceptance of American Express cards upon request of American Express. Merchant may not bill or collect from any Cardmember for any purchase or payment on the Card unless a chargeback has been exercised, Merchant has fully paid for such charge, and it otherwise has the right to do so. Merchant will comply with all procedural requirements relating to chargebacks, as provided in the Operating Guide, Chapter 11.

PRICING FEE SCHEDULE

Forte Payment Systems is proud to provide a robust processing platform and flexible pricing strategies:

- Service Fee Model – in a service fee model approach, the citizen pays a service fee for processing their transaction. Your office absorbs no cost.
- Absorbed Model - credit card/debit card Merchant Services, Electronic Check Services and the Secure Gateway are absorbed by your office

Service (Convenience) Fee Pricing Option:

MasterCard, Visa, Discover and American Express cards

2.50% of the payment amount with a minimum fee of $1.95 based upon volume.

Electronic check

Includes Forte Verification for known accounts

eCheck Transaction Tiers	Fees	Frequency
$0.00 to $50,000.00	$1.75 w/Verification	Per Transaction
$50,000.01 to $75,000.00	$3.00 w/Verification	Per Transaction
$75,000.01 to $100,000.00	$6.00 w/Verification	Per Transaction
$100,000.01 to $150,000.00	$10.00 w/Verification	Per Transaction
$150,000.01 + $250,000.00	$15.00 w/Verification	Per Transaction

Absorbed Pricing Option:

Emerging Market and Public-Sector Rate Structure

Processing Costs:	Fees	Frequency
Visa, MasterCard, Discover	*Pass Thru pricing + $0.12 + .30bpts*	Per Transaction
American Express	*Pass Thru pricing + $0.12	Per Transaction
Forte Protect (End-2-End Encryption)	$0.10	Per Transaction
Account Updater (Optional)	$0.35	Per Transaction
Chargeback Fee	$25.00	Per Chargeback
Batch Fee	$0.00	No Charge - Waived
Gateway Fee	$0.00	No Charge - Included
ACH Fee-debits/credits	$0.25 w/o Forte Verify $0.50 with Forte Verify	Per Transaction
ACH Return Fee	$2.00	Per Return
Statement Fee	$5.00	Each Month per merchant account

*Pass Thru pricing includes the direct interchange dues, assessments and all other fees that are charged directly from the associations. Forte Payment Systems believes in transparent pricing, meaning that we utilize a *Pass-Thru Plus* pricing model. Interchange pass thru pricing is a form of credit card processing that allows the actual cost of the processing (*interchange fees & assessments) to be passed directly through to your office. The advantage of this pricing strategy is that it is transparent and, in most instances, provides the lowest processing costs.

Forte's fees include: Total volume processed multiplied by bpts
Total # of transactions processed by per item fee

Equipment and Service Pricing:

The following table reflects our Equipment and Service Offerings

Standard Product and Optional Service Pricing	Description	Fees and Cost of Equipment
VeriFone Vx520 EMV Terminal		$299.00 per reader plus shipping Rental options available
VeriFone Vx520 Hybrid Cable Requirement	Used for Hybrid Load Terminals	$24.95
On-line Reporting Tools	All Channels (INT, IVR, POS)	Unlimited Users $0.00
Set-Up Fee	Configuration, Implementation, Training	WAIVED

Select pricing option desired: Absorbed Pricing ■ Service Fee Pricing ☐ Gateway Only Pricing ☐

***Required Merchant Signature:** _____

Date _____

{ forte }

EQUIPMENT QUOTATION:
Escambia County Waste Services

ITEM	QTY	TOTAL
Verifone VX520 12MB Dual Comm + Cables	2 = $323.95/unit	$647.90
One Year Equipment Warranty [No Charge]	2 = $0.00/unit	$0.00

Subtotal:	$647.90
Estimated Shipping & Handling:	**$30.00**
Tax:	**Exempt @ $0.00**
	$677.90

From:	Pat T. Johnson
To:	Cheryl D Watson
Subject:	FW: Visa/Mastercard Program
Date:	Thursday, October 4, 2018 11:10:04 AM

From: Denee M. Rudd
Sent: Thursday, October 4, 2018 11:09:58 AM (UTC-06:00) Central Time (US & Canada)
To: Pat T. Johnson
Subject: FW: Visa/Mastercard Program

Pat,

See e-mail chain below. You can see where Carolina recommended Forte. Also, I called the other vendor and they were not compliant anymore since they added the chip to the credit cards.

Denee

From: Jon Leeds [mailto:jon.leeds@wasteworks.com]
Sent: Wednesday, May 2, 2018 12:34 PM
To: Denee M. Rudd <dmrudd@myescambia.com>
Subject: RE: Visa/Mastercard Program

Hi Denee,

Here are the two contacts..

Josh Budd
866.290.5400 ext. 765
Forte Payment Systems
Josh.Budd@forte.net

Mark Buchanan
Merchant Sales Representative
OpenEdge
919-335-0096
mark.buchanan@openedgepay.com

Thanks,

Jon Leeds
Carolina Software, Inc.
Phone: 910-799-6767, ext. 224
Fax: 910-799-1177
jon.leeds@wasteworks.com
www.wasteworks.com

From: Denee M. Rudd [mailto:dmrudd@myescambia.com]
Sent: Wednesday, May 2, 2018 12:26 PM
To: Jon Leeds
Subject: RE: Visa/Mastercard Program

Jon,

Please send me the contact numbers for these vendors listed below.

Thanks
Denee

From: Jon Leeds [mailto:jon.leeds@wasteworks.com]
Sent: Friday, April 27, 2018 9:57 AM
To: Denee M. Rudd <dmrudd@myescambia.com>
Cc: Pat T. Johnson <ptjohnson@myescambia.com>
Subject: RE: Visa/Mastercard Program

Hi Denee,

This is some information I sent to another customer last week related to integrated card processing. As mentioned previously, you'd need to be on WasteWORKS-SQL to use this option.

We have offered integrated processing options for a number of years and currently have two options for customers to choose from (both are PCI compliant and EMV compatible).

“”Forte is our newest integrated credit card processor (and currently the recommended option). When you use WasteWORKS at the scale window and someone pays with a credit card, you either use one of our integrated options (OpenEdge or Forte), or you can use something external-- like a machine from your local bank. To use an integrated option at the window, you have to sign up for credit card processing. They handle providing you rates and hardware and once your account is setup, you can begin accepting credit cards directly through WasteWORKS. I'll attach a couple documents. The first one is basically a help manual for setting up and using Forte in WasteWORKS. It's probably more than you want to see, but it gives you an idea of how it works within the program.””

We do also support many customers who use external processors, and while this does add a bit to the processing steps, it isn’t too much of a burden. Basically, you enter a dollar amount from WW into your card processing terminal, and then enter your approval code into WW when you’re done processing. Integrated is certainly better though.
--We don’t get involved in the rates and fees side of things, but our processing partners will typically match or beat existing rates (and sometimes provide free hardware). If you’d like to explore rates and fees, I can put you in touch with a rep at Forte (our recommended option).
--Both of our processors are fully PCI compliant and provide EMV-capable hardware to our clients. We connect to readers via USB and no card data is visible to us. We just send a dollar amount and

wait for an approval. All processing happens between the EMV device and the processor (via a separate Ethernet cable).
-- The cost to implement is zero from us and is usually the same on the processor side. There could be a cost for hardware (scanner/printer) from the processor, but many times they provide this at no charge. Our quote covers the integrated processing piece, so we're in good shape there.

Please let me know if you have any additional questions. I can put you in touch with our contact at Forte if you are interested.

Thanks,

Jon Leeds
Carolina Software, Inc.
Phone: 910-799-6767, ext. 224
Fax: 910-799-1177
jon.leeds@wasteworks.com
www.wasteworks.com

From: Denee M. Rudd [mailto:dmrudd@myescambia.com]
Sent: Friday, April 27, 2018 10:55 AM
To: Jon Leeds
Cc: Pat T. Johnson
Subject: Visa/Mastercard Program

Jon,

Did Carolina Software ever find a company to tie in to our Waste Works Program to slide the credit cards through the keyboard? If not do you have a list of Waste Works customer contacts that I can call to get some information on what Visa Card Machine they use?

Thanks

Denee M. Rudd, Accounting Supervisor
Escambia County Waste Services
13009 Beulah Road
Cantonment, FL 32533
850-937-2175

Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email or your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.
Florida has a very broad public records law. Under Florida law, both the content of emails and

email addresses are public records. If you do not want the content of your email or your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15077 **County Administrator's Report 13. 7.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 11/01/2018
Issue: Group Medical Insurance
From: Eric Kleinert, Department Director
Organization: Human Resources
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Group Medical Insurance - Eric Kleinert, Human Resources Department Director

That the Board take the following action concerning Group Medical Insurance:

A. Approve an Agreement with Florida Blue to provide administrative services for the County to process claims as Third Party Administrator for a three-year period from January 2019 to December 2021;

B. Approve an Agreement with Great Midwest Insurance Company as the County's Stop Loss Carrier from January 1, 2019, to December 31, 2019; and

C. Authorize the County Administrator to sign the Florida Blue and Great Midwest Insurance Company Agreements.

The Agreements will be drafted upon approval of the Board action.

[Funding Source: Fund 501, Internal Service Fund, Cost Center 150108, Object Code 54501]

BACKGROUND:

USI solicited the market for the County regarding Administrative and Stop Loss premiums.

We received two proposals for the Administrative services from:

Florida Blue
United Health Care

We received five proposals for the Stop Loss coverage from:

Florida Blue
Great Midwest Insurance Company
Sun Life
United Health Care
Voya

Our selection of Florida Blue for administrative service was based on their network in the area, discounts and how they handled RX rebates. We received three year rates for our administrative costs. The first year will increase from $48.15 to $48.35, the second year the cost will be $49.79, and the third year will be $51.27.

Stop Loss premiums are renewed each year based on our claims. Our Stop Loss coverage matches our present level of coverage. Current plan design includes a specific deductible of $275,000 for covered individuals and an aggregating specific stop loss fund of $100,000. The monthly premiums are as follows:

Coverage Level	**Present**	**2019**
Single	$25.56	$21.24
Employee & Spouse	$50.88	$42.32
Employee & Child(ren)	$57.73	$37.45
Family	$83.05	$63.55
Aggregate Stop Loss	$2.61	$1.67

By going to the market, we were able to reduce our Stop Loss premiums for 2019 by approximately $236,585.

BUDGETARY IMPACT:

Funds are available in Fund 501, Internal Service Fund, Cost Center 150108, Object Code 54501.

LEGAL CONSIDERATIONS/SIGN-OFF:

This is in accordance with Florida Statutes 112.09 and 112.0801.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

The Human Resources Department will coordinate with Legal, the Office of Purchasing, and Florida Blue to distribute the Agreement.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15060 **County Administrator's Report 13. 8.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 11/01/2018
Issue: Approval to Issue Fiscal Year 2018/2019 Purchase Orders in Excess of $50,000
From: Todd Humble, Library Services Director
Organization: Library Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Issuance of Fiscal Year 2018/2019 Purchase Orders, in Excess of $50,000 - Todd Humble, Library Services Department Director

That the Board approve the issuance of individual Purchase Orders in excess of $50,000, based upon previously-awarded Contracts, Contractual Agreements, or annual requirements, for the West Florida Public Libraries, as follows:

	Vendor/Contractor	Amount	Contract Number
A.	Blue Arbor, Inc. Vendor Number: 023818 Employment Services Fund: 113 (Library Fund) Cost Center: 110501 (Operations) Account: 53401 (Other Contractual Services)	$308,000	PD 17-18.055
B.	American Facility Services, Inc. Vendor Number: 025944 Janitorial Services Fund: 113 (Library Fund) Cost Center: 110501 (Operations) Account: 53401 (Other Contractual Services)	$112,000	PD 17-18.014

C.	Dynamic Security, Inc. Vendor Number: 042841 Security for Pensacola and Westside Libraries Fund: 113 (Library Fund) Cost Center: 110501 (Operations) Account: 53401 (Other Contractual Services)	$67,000	PD 15-16.051

BACKGROUND:

The issuance of this purchase order is necessary to ensure continuity of services traditionally provided by the Board of County Commissioners to the citizens of Escambia County.

BUDGETARY IMPACT:

The issuance of these Purchase Orders during the first quarter of FY2019 is necessary to ensure continuity of services traditionally provided by the Board of County Commissioners to the citizens of Escambia County.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15061 **County Administrator's Report 13. 9.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 11/01/2018
Issue: Commercial Property Insurance
From: Robert Dye, Division Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Commercial Property Insurance - Robert Dye, Manager, Risk Management Office

That the Board approve the payment to USI Insurance Services, LLC, broker/agent of record, in the amount of $1,383,282, to place commercial property insurance through AmWins Brokerage of Alabama, LLC, for the period of December 1, 2018, through February 29, 2020.

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

BACKGROUND:

The terms and conditions of the commercial property policy renewal remain favorable with a $25,000 deductible, blanket coverage for real property, agreed value for vehicles and equipment, over the road comprehensive and collision coverage for vehicles, and a flood limit level with the all risks property limit of $75,000,000.

An increase in the property rates was incurred as a result additional assets added to the Statement of Values and the negative impact the insurance markets have experienced over the last two years.

An additional three months of coverage were negotiated at a very favorable rate ($63,200 vs $330,020) to move the renewal date out of the reinsurance markets renewal period. The effect of this is a rate reduction from 0.298 per unit ($100) to .25 per unit of insurance based on the County's Total Insured Value of $442,335,397.

BUDGETARY IMPACT:

Funds are available in Cost Center 140835, Object Code 54501

LEGAL CONSIDERATIONS/SIGN-OFF:

This recommendation does not require legal sign off.

PERSONNEL:

Risk Management will be the contractor administrator. No additional personnel will be required.

POLICY/REQUIREMENT FOR BOARD ACTION:

County Ordinance, Chapter 46, Article II, Section 46-64, providing for Board approval of contracts of fifty thousand dollars ($50,000.00).

IMPLEMENTATION/COORDINATION:

Upon approval by the Board of County Commissioners a purchase order will be issued by the Purchasing Office to provide payment for services rendered from the contract.

Attachments

Quote
Comparrison
Hurricane Summary

AmWINS Brokerage of Alabama, LLC
880 Montclair Road
Suite 500
Birmingham, AL 35213

T 205.803.5347
M 205.310.0905
F 866.943.5152

amwins.com

AL License #284962

QUOTATION

THE TERMS AND CONDITIONS OF THIS AUTHORIZATION MAY NOT COMPLY WITH THE SPECIFICATIONS SUBMITTED FOR CONSIDERATION. PLEASE READ THIS AUTHORIZATION CAREFULLY AND REVIEW THE POLICY FORMS FOR THE ACTUAL COVERAGES PROVIDED.

QUOTE EXPIRATION DATE:	12/1/2018
INSURED:	**Escambia County Board of County Commissioners** **221 Palafox Palace, Suite 200** **Pensacola, FL 32502**
CARRIERS & POLICY NUMBERS:	See Schematic Below
PROPOSED POLICY PERIOD:	From 12/1/2018 To 12/1/2019 12:01 A.M. Standard Time at the Mailing Address shown above
LINE OF BUSINESS:	Property
PERILS:	All Risk of Direct Physical Loss or Damage including Flood, Earthquake, Storm Surge; Excluding Equipment Breakdown and as more fully defined in policy wording
COVERAGE:	Real and Personal Property, Business Income/Extra Expense, Equipment, and Physical Damage to Insureds' Vehicles and as more defined in the policy wording
LIMIT OF LIABILITY:	$75,000,000 Per Occurrence Blanket Coverage Applies
SUBLIMITS: (All sublimits are per Occurrence unless noted otherwise and are part of not in addition to the policy limits)	**The Following Program Sublimits apply per occurrence, unless otherwise stated, and shall apply over this policy and all other policies combined. Said sublimits shall not be construed to increase the sum insured / limit of liability.** $75,000,000 Per Occurrence and Annual Aggregate as respects Earth Movement $75,000,000 Per Occurrence and Annual Agg. as respects Flood (All Zones) $75,000,000 Per Occurrence and Annual Agg. as respects Named Hurricane $75,000,000 Per Occurrence, 24 hours qualifying period, Service Interruption $75,000,000 Per Occurrence Expediting Costs and Extra Expense combined $10,000,000 Per Occurrence Accounts Receivable $75,000,000 Per Occurrence Automatic Acquisitions $75,000,000 Per Occurrence Business Interruption 60 Days Per Occurrence Civil or Military Authority $75,000,000 Per Occurrence Contingent Time Element

	$75,000,000 Per Occurrence Debris Removal Included Per Occurrence Demolition and Increased Cost of Construction Demolition Coverage B: Policy Limit Demolition Coverage A(i): $75,000,000 Per Occurrence Demolition Coverage A(ii): $75,000,000 Per Occurrence $75,000,000 Per Occurrence Electronic Data and Media $10,000,000 Per Occurrence Spoilage $10,000,000 Per Occurrence Errors and Omissions; subject to all other sublimits contained herein. 360 days Per Occurrence Extended Period of Indemnity $75,000,000 Per Occurrence Extra Expense $10,000,000 Per Occurrence Fine Arts $75,000,000 Per Occurrence Fire Brigade Charges Extinguisher Recharge $75,000,000 Per Occurrence, 30 days maximum Ingress/Egress Coverage $10,000,000 Per Occurrence Leasehold Interest $10,000,000 Annual Aggregate Limited Pollution Coverage $10,000,000 Per Occurrence Lock Replacement $75,000,000 Miscellaneous Unnamed Locations; subject to all other sublimits contained herein. 90 days Per Occurrence, subject to all other sublimits contained herein Newly Acquired Property 180 Days Per Occurrence Ordinary Payroll $15,000,000 Per Occurrence Outdoor Property/Landscaping $10,000,000 ($100,000 Per Person) Personal Effects $10,000,000 Per Occurrence Professional Fees $10,000,000 Per Occurrence Property of Others $75,000,000 Per Occurrence Property in the Course of Construction $75,000,000 Per Occurrence Property Off Premises $10,000,000 Per Occurrence Reward Reimbursement $10,000,000 Per Occurrence Signs and Fences $10,000,000 Per Occurrence Soft Costs $10,000,000 Per Occurrence Transit $75,000,000 Per Occurrence Tunnels and Bridges $75,000,000 Per Occurrence Unintentional Errors and Omissions $10,000,000 Per Occurrence, Property Damage Only, Unscheduled Animals ($10,000 maximum) $10,000,000 Per Occurrence Valuable Papers and Records $500,000 Decontamination Costs $500,000 Deferred Payments $100,000 Per Occurrence Transportation No Coverage Given for Radioactive Contamination (Sudden & Accidental) Included Data Reproduction Cost Included Rental Insurance (180 days) Included Commission, Profits and Royalties $500,000 Mold, Mildew & Fungus Clause and Microorganism $100,000 Exhibits, Expositions, Fair or Trade Shows $10,000,000 Building Materials and Equipment for 3080 North Place Boulevard, Pensacola, FL 2505 (Values to be advised, but at no time will maximum sum at this location exceed $10,000,000.)
LOCATIONS:	Per SOV
TIV:	$442,335,397 Per Schedule
COINSURANCE:	NIL

VALUATION:	Replacement Cost – Real & Business Personal Property Actual Loss Sustained – Business Income	
PRIMARY PROGRAM DEDUCTIBLES:	$25,000 3%	Each Loss Per Occurrence except; Of Total Insured Values at the time of the loss per unit of insurance involved in the loss or damage at each location involved in the loss or damage arising out of a Named HURRICANE including Storm Surge subject to a minimum of deductible of $25,000 any one occurrence
WAITING PERIODS:	72 Hours (3 days) Time Element Service Interruption	
POLICY FORMS:	Company Forms AmWINS Excess Follow Form (Includes Drop Down provision & Priority of Payments)	
CANCELLATION:	60 days except 10 for non-payment of premium	
FORMS/ENDORSEMENTS:	**Lloyds of London** LMA 3022 (amended) as expiring LMA 5039 – Business Interruption Endorsement LMA 5038 – Replacement Cost Endorsement LMA 5040 – Contingent Business Interruption Endorsement amended LMA 5042 – Rental Income Extension LMA 5043 – Extra Expense Extension LMA 5044 – Contingent Extra Expense Extension amended LMA 5045 – Off Premises Utilities Services Clause (Extra Expense) LMA 5046 – Automatic Acquisition Clause LMA 5151 – Accounts Receivable Extension Lock and Key Replacement Clause LMA 5152 – Errors and Omission Extension LMA 5154 – Fire Brigade Charges and Extinguishing Expenses Extension LMA 5162 – Civil or Military Authority Extension (Extra Expense) LMA 5163 – Decontamination Costs Extension LMA 5165 – Ingress/Egress Extension (Extra Expense) LMA 5166 – Professional Fees Extensions (Claims Preparation Clause) It is noted and agreed that EXCLUDED PROPERTY 10 is amended to read: bills, deeds and evidence of debt LMA 5186 – Valuable Papers and Records Fine Arts Extension Arson Theft Reward Spoilage Coverage Endorsement Deferred Payments Clause Commission, Profits, and Royalties Service Interruption Property Damage Extension Extended Period of Indemnity Extension Leasehold Interest Extension Defense Cost Extension It is noted and agreed that EXCLUDED PROPERTY 7 is amended to read: awnings, glass or any ornamentation or lettering thereon It is noted and agreed that Excluded Property Form item 4 is deleted LMA 5047 – Property in the Course of Incidental Construction (Values in excess of $75,000,000 to be reported) Municipal Ordinance Extension	

	NMA 2920 – Terrorism Exclusion Endorsement LMA 5219 – U.S. Terrorism Risk Insurance Act of 2002 as amended Not Purchased Clause It is noted and agreed that EXCLUDED PROPERTY 8 is deleted It is noted and agreed that EXCLUDED PROPERTY 12 is deleted LMA 5059 – Transit Extension NMA 45 (amended) – New Short Rate Cancellation Table Endorsement (U.S.A.) NMA 2340 – USA & Canada, Land, Water and Air Exclusion, Seepage and/or Pollution and/or Contamination Exclusion & Debris Removal Endorsement (Combined Clause) Pollution Clean Up and Removal Clause Vehicle Physical Damage Extension NMA 2802 – Electronic Date Recognition Exclusion (EDRE) NMA 2962 – Biological or Chemical Materials Exclusion 664THBNA00124 – Delay In Opening / Soft Costs Coverage Extension 664THBNA00193 – Mold, Mildew & Fungus Clause and Microorganism Exclusion NMA 2914 – Electronic Data Endorsement A 664THBNA00198 – Minimum Earned Premium Clause (35%) 664THBNA00195 – Hurricane MEP Endorsement 664THBNA00196 – Loss Payee(s) and/or Mortgagee(s) Interest Clause It is noted and agreed that Excluded Property 2 is amended to read: shafts, mines, wells, ponds, dams, dikes, wharves, piers, jetties, embankments, bulkheads, earthen structures and the like, and any man made property in or under the ground (other than tunnels) Excluded Property 6 is deleted and replaced by 664THBNA00204 - Vacancy Clause (60 days) NMA 2419 – Lines Clause Preservation of Property Clause LMA 3100 – Sanction, Limitation and Exclusion Clause LMA 5130 - Application of Sublimits Endorsement Where the terms “Insured” and “Assured” appear herein in relation to the person(s) or organization(s) insured hereunder, they shall be deemed to be read as synonymous terms. Where the terms “Underwriters” and “Insurers” appear herein they shall be deemed to be read as synonymous terms. 60 Days Cancellation Clause It is noted and agreed that EXCLUDED CAUSES OF LOSS 8 is deleted It is noted and agreed that EXCLUDED CAUSES OF LOSS 9 is deleted Permission for Excess Insurance Notification of claims to: AmWINS Brokerage of Alabama, LLC Earth Movement Definition Named Hurricane Definition Storm Surge Endorsement Service of Suit Clause as per form naming: Mendes & Mount LLP, 750 Seventh Avenue, New York, NY 10019-6829, USA; Additional clauses as may be applicable in respect of table of Sublimits herein. **<u>The Princeton Excess and Surplus Lines Insurance Company</u>** SRU-019 011 AmWins Special Risk Underwriters Primary Co-Insuring Form – participating $15M Full Waiver/Waiver of Company Conditions clause is deleted SRU-001 0114 Property Declarations – Participating SRU-004 0710 CAT Minimum Earned Premium

	SRU-007 0710 Radioactive Contamination Exclusion Clause Physical Damage – Direct (U.S.A.) SRU-011 0710 Asbestos Endorsement SRU-022 0710 Boiler and Machinery Exclusion SRU-040 0312 Policy Changes Endorsement SRU-059 0116 U.S. Treasury Department's Office of Foreign Assets Control (OFAC) Advisory Notice to Policyholders SRU-068 0917 Pre-Existing Damage Exclusion Endorsement FL applicable mandatory state form IL 00 17 1198 Common Policy Conditions PESCL2000 0614 Common Policy Declaration ILP 001 0104 - U.S Treasury Department's Office of Foreign Assets Control (OFAC) Advisory Notice to Policyholders SLSOP 1014 – Service of Process (All States Except IL and PA) PTERR 05 0115 – Exclusion of Certified Acts of Terrorism VLTERR 01 0115 - Cap on Losses From Certified Acts of Terrorism Pollution/contamination/asbestos/mold/electronic data/cyber risk losses and related computer losses exclusions unless noted above. **First Specialty Insurance Company** SP4811312 – Cyber Risk Exclusion Service of Suit Duties in the Event of Loss Section B of the Nuclear, Chemical and Biological Exclusion does not apply. Swiss Re Excess Follow Form Below Grade Property Exclusion With regards to coverage provided for Flood, if any, this policy does not insure against loss or damage to any property that is either below the surface of the ground or is located in a basement, regardless of any other cause or event contributing concurrently or in any other sequence thereto. For the purposes of this Below Grade Property Exclusion, basement shall be defined as any area of a structure having its bottom surface, whether floored or not, sub-grade (below ground level on any side of such structure). Prior & Subsequent Loss Clause **Evanston Insurance Company (Markel)** Excludes all foreign locations and exposures. MJIL 1000 08 10 Policy Jacket MPCP 2001 11 14 Commercial Property Forms Revision Notice to Policyholders MPIL 1007 03 14 Privacy Notice MPIL 1074 07 14 Notice To Policyholders Claim Reporting MDIL 1000 08 11 Common Policy Declarations MDIL 1001 08 11 Forms Schedule MEIL 1200 10 16 Service of Suit MPIL 1083 04 15 U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders MDCP 1014 06 17 Subscription Property Exclusions MECP 1215 09 14 Additional Property Exclusions And Conditions MECP 1245 01 15 Cap on Losses From Certified Acts of Terrorism MECP 1273 09 14 Minimum Earned Premium For Exposure To Hurricanes

	MECP 1304 01 15 Exclusion Of Certified Acts Of Terrorism MECP 1316 09 14 Exclusion – Equipment Breakdown MECP 1326 09 14 Exclusion- Organic Pathogens MIL 1214 09 17 Trade or Economic Sanctions **Maxum Indemnity Company** Paid Loss Earned Premium Endorsement, E1137 (10/1/2013) Service of Suit, E795 (12/1/2016) Microorganism Exclusion, E797 (12/1/2015) Mortgagee Interest And Obligations Endorsement, E840 (3/1/2010) Forms and Endorsements Schedule, E849 (3/1/2010) Occurrence Definition Endorsement (With Hour Clauses), E857 (4/1/2015) Lloyd's Of London Amendatory Service of Suit Clause (U.S.A.), SOS (10/1/2014) Designated Adjuster, E1105 (2/1/2013) Ultimate Net Loss Endorsement, E1219 (5/1/2014) General Change Endorsement, E134 (1/2/2003) Wind Earned Premium, E800 (4/1/2009) Asbestos Endorsement (Sublimited), E792 (4/1/2009) Biological or Chemical Materials Exclusion, E793 (4/1/2009) Pollution and Removal Endorsement (Sublimited), E794 (4/1/2009) Commercial Property Conditions, CP0092 (4/1/2009) Nuclear, Biological, Chemical, or Radioactive Materials Exclusion, E1259 (4/1/2015) Electronic Data Endorsement D, E1308 (12/1/2015) Exclusion - Terrorism, E1233 (1/1/2015) **Certain Syndicates at Lloyd's of London (Pioneer)** Lloyd's Syndicate Endorsement, PSR-LL-PRP-END-02 (01/18) Service of Suit Clause (U.S.A), NMA1998 (4/24/1986) War And Civil War Exclusion Clause, NMA0464 (1/1/1938) Conditions NOC 90/10 U.S. Terrorism Risk Insurance Act of 2002 as Amended – No Purchased Clause, LMA 5219 (1/12/2015) Sanction Limitation And Exclusion Clause, LMA3100 (9/15/2010) Biological or Chemical Materials Exclusion, NMA2962 (6/10/2103) Nuclear & Radioactive Contamination Exclusion (Property), LMA5288 (6/14/2017) Several Liability Notice, LSW1001 (8/1994) Occurrence Definition, PSR-ODE-XPRP-END-25 (12/17) Minimum and/or Wind Minimum Earned Premium Endorsements, PSR-MEP-XPRP-END-21 (12/17) and/or PSR-WEP-XPRP-END-34 (12/17) State Required Forms **Endurance American Specialty Insurance Company (Sompo)** SN 9048 0914 FL Surplus Lines Notice ECP 0001 0616 Property Declarations ECP 0101 0508 Forms & Endorsements Schedule Broker Excess Follow Form ECP 1324A 1016 Occurrence Limit of Liability Endorsement ECP 1326 1215 Occurrence Limit of Liability Endorsement Endt Amendment ECP 0511 0709 Nuclear Exclusion

	ECP 0516 0416 Exclusion of Certain Computer Related Losses ECP 0507 0606 War And Military Action, Terrorism, and Nuclear, Biological Or Chemical Exclusion ECP 0519 0817 Communicable Disease Exclusion ECP 1321 0316 Minimum Earned Premium Endorsement ECP 1323 0215 Hurricane Season Minimum Earned Premium Endorsement ECP 1301 0616 Loss Adjustment Endorsement IL 1204 0115 Cap on Losses From Certified Acts of Terrorism IL 1214 0115 Disclosure Pursuant to the Terrorism Risk Insurance Act ECP 1302 0214 Notice of Loss ECP 1307 0316 Service of Suit Endorsement PN 0001 0712 OFAC Notice IL 1008 0114 Signature Page Occurrence definition must include an hourly limit not to exceed 96 hours for Named Windstorm and up to 168 hours for Flood and Earthquake / Earth Movement **Hallmark Specialty Insurance Company** HP DS 01 01 15 (01-15) Property Policy Declarations Page HP TC 01 01 15 (01-15) Schedule Of Policy Attachments and Forms HP PN 01 01 15 (01-15) Notice to Policyholder IL P 001 01 04 (01-04) U.S. Treasury Dept. ("OFAC") HP MA E1 01 15 (01-15) Manuscript Excess Of Loss Policy Form HP HM 01 01 15 (01-15) Hurricane Minimum Earned Premium Endorsement HP MP 01 01 15 (01-15) Minimum Earned Premium Endorsement NMA 1331 (08-00) Cancellation Clause HP CP 01 03 17 (03-17) Commercial Property Exclusion Endorsement (Asbestos, Pollutants, NBCR) HP CY 01 03 17 (03-17) Cyber Exclusion HP LD 01 03 17 (03-17) Exclusion of Prior Loss or Damage HP SF 01 01 15 (01-15) State Fraud Statements HP SS 01 01 15 (01-15) Service Of Suit Endorsement HP CC 00 01 15 (01-15) Claim Reporting Procedures HP 00 01 01 15 (01-15) Privacy Policy Disclosure Notice HP JL 01 01 15 (01-15) Joint or Disputed Loss Agreement HP EV 01 01 15 (01-15) Total Exclusion - Electronic Property and Virus HS 00 01 01 16 (01-16) Signature Page HP 00 44 01 15 (01-15) Policyholder Disclosure Notice of Terrorism – Acceptance of Terrorism HP ET 01 01 15 (01-15) Policyholder Disclosure Notice of Terrorism – Exclusion of Terrorism HP PR 01 01 15 (01-15) Pre-Existing Property Damage Exclusion **Interstate Fire & Casualty Company/ Certain Underwriters at Lloyd's (Velocity)** Policyholder Notification – Florida VRU-041-0118 Syndicated General Property Declaration VRU-037-0816 Policyholder Notification – Fraud Notice VRU-038-0816 Policyholder Notification – Privacy Notice VRU-001-0118 Service of Suit VRU-003-0316 Office of Foreign Assets Control VRU-005-0318 Mandatory Exclusions VRU-006-0316 Minimum Earned and Special CAT Minimum Earned Premium

	VRU-010-0316 Occurrence Limit of Liability – Remove 2b VRU-011-0516 Claims Reporting Information Notice VRU-012-0418 Allocation Endorsement VRU-015-0117 TRIA Acceptance Notice VRU-016-0117 TRIA Rejection Notice VRU-055-0518 Certain Underwriters at Lloyd's Syndicate List VRU General Change Endorsement – Named Loss Adjuster: Engle Martin and Associates (Contact: Phillip Ambrose)
SUBJECT TO:	1. An acceptable loss prevention survey may be conducted at key locations and compliance is expected with any recommendations generated from such survey. 2. Inspection Contact due at binding 3. Signed 1st Page of application / TRIA forms / SOV / Fraud Warning / Home State forms 4. Receipt of Exempt Tax forms 5. No deterioration in loss record prior to inception. 6. No additional properties added without prior approval.
CHOICE OF LAW & JURISDICTION:	This Insurance shall be governed by and construed in accordance with the law of the State of Florida. Each party agrees to submit the exclusive jurisdiction of any competent court within the United States of America as per Service of Suit clause contained herein.
CLAIMS:	Notification of claims: Amwins Brokerage of Alabama Claims Adjustor: Glenn Perich of York Claims Services 1117 Perimeter Center West, Suite W-403, Atlanta, GA 30338 Engle Martin
MINIMUM EARNED PREMIUM:	25% - 35% except Hurricane Minimum Earned Premium
PREMIUMS:	

Participation Layer (See Schematic Below)	Premium
$15,000,000 Primary	$969,820.00
$60,000,000 Excess of $15,000,000	$349,710.00
EMPA Fee:	$52.00
Market Policy Fee:	$500.00
TOTAL:	$1,320,082.00

OPTIONAL POLICY TERM:	12/1/2018 – 3/1/2020 – AP $63,200
OPTIONAL TRIA AP:	TRIA can be purchased up to the limit layer required. (Forms attached for acceptance or rejection of coverage)
COMMISSION:	NET

	2017-2018 - USI Broker		2018-2019 - USI Broker	
Coverage Terms & Conditions	**FMIT Quote 2017-2018**	**PGIT Quote 2017-2018**	**Lloyd's Renewal Quote 2018-2019**	Notes
Named Insured: **Escambia County Board of County Commissioners**				
Named Insured Address: **221 Palafox Place Suite 200 Pensacola, Fl 32502**				
Total Insurable Values	$ 438,556,435.00	$ 438,556,435.00	$ 442,335,397.00	
Program Premium	***Declined***	***No quote***	***$1,320,282 Annual Premium (5% Rate increase)*** ***$1,666,102 15-Month Premium (Prorata AP $345,820)*** ***$1,383,282 15-month Premium (Negotiated AP $63,200)***	
Rate			*0.298 for 12 months, 0.25 for 15 months*	
Terrorism Premium	*Estimated 3% of premium*	*Estimated 3% of premium*	*Estimated 3% of premium*	
Additional Fees	*$351.00 EMPA and policy fees*	*$351.00 EMPA and policy fees*	*$52 EMPA + $500 market policy fees = $552*	
Coverage Territory	The United States of America, its Territories and Possessions, including the District of Columbia	The United States of America, its Territories and Possessions, including the District of Columbia	The United States of America, its Territories and Possessions, including the District of Columbia	
Loss Limit (per occurrence): Including Wind	$ 75,000,000.00	$ 75,000,000.00	$ 75,000,000.00	
Sublimits (per occurrence and aggregate):				
Earth Movement (all locations except below):	$ 75,000,000.00	$ 75,000,000.00	$ 75,000,000.00	
Earth Movement - California, Alaska, Hawaii	Not Covered	Not Covered	Not Covered	
Earth Movement - New Madrid	Not Covered	Not Covered	Not Covered	
Earth Movement - Pacific Northwest	Not Covered	Not Covered	Not Covered	
Flood *(all locations except below):*	$ 75,000,000.00	$ 75,000,000.00	$ 75,000,000.00	
Flood - High Hazard Zones	$ 75,000,000.00	$ 75,000,000.00	$ 75,000,000.00	
Please refer to the definitions of Earth Movement (aka				
Pollutant Cleanup and Removal	$ 75,000,000.00	$ 75,000,000.00	$ 75,000,000.00	
Sublimits (per occurrence):				
Accounts Receivables	$ 10,000,000.00	$ 10,000,000.00	$ 10,000,000.00	
Automatic Coverage *(Newly Acquired Property)*	$ 10,000,000.00	$ 10,000,000.00	$ 75,000,000.00	
Automatic Coverage: if not reported, coverage ends after….	90 Days	90 Days	90 Days	
Automatic Coverage: coverage excluded for Named Wind, Flood and Earthquake	Exclusion wording was not found in the speciman policy form	Exclusion wording was not found in the speciman policy form	Exclusion wording was not found in the speciman policy form	
Automatic Acquisitions	$ 75,000,000.00	$ 75,000,000.00	$ 75,000,000.00	
Building Ordinance and Law including Demolition and Increased Cost of Construction	$ 75,000,000.00	$ 75,000,000.00	$ 75,000,000.00	
Business Interruption	$ 75,000,000.00	$ 75,000,000.00	$ 75,000,000.00	
Business Interruption: Ordinary Payroll Included	yes	yes	yes	
Business Interruption: Ordinary Payroll, if yes, day limitation	180 days	180 days	180 days	
Commission, Profits and Royalties	Included	Included	Included	
Communicable Disease Contamination	Excluded but could request to be included	Excluded but could request to be included	Excluded but could request to be included	
Contingent Business Interruption *(direct suppliers and customers only)*	$ 75,000,000.00	$ 75,000,000.00	$ 75,000,000.00	
Contingent Business Interruption: coverage excluded for Named Wind, Flood and Earthquake	Exclusion wording was not found in the speciman policy form	Exclusion wording was not found in the speciman policy form	Exclusion wording was not found in the speciman policy form	
Data Reproduction Cost	Included	Included	Included	
Debris Removal	$ 10,000,000.00	$ 10,000,000.00	$ 75,000,000.00	
Decontamination Costs	$ 500,000.00	$ 500,000.00	$ 500,000.00	

Coverage Terms & Conditions	FMIT Quote 2017-2018	PGIT Quote 2017-2018	Lloyd's Renewal Quote 2018-2019	Notes
Deferred Payments	$ 500,000.00	$ 500,000.00	$ 500,000.00	
Demolition & Increased Cost of Construction				
Demolition Coverage A	Policy Limit	Policy Limit	Policy Limit	
Demolition Coverage B	$ 75,000,000.00	$ 75,000,000.00	$ 75,000,000.00	
Demolition Coverage C	$ 75,000,000.00	$ 75,000,000.00	$ 75,000,000.00	
Electronic Data and Media	$ 75,000,000.00	$ 75,000,000.00	$ 75,000,000.00	
Equipment Breakdown	Excluded	Excluded	Excluded	
Ammonia Contamination				
Business Interruption				
CFC Refrigerants				
Computer Equipment				
Data & Media				
Expediting Expense				
Extra Expense				
Hazardous Substances				
Service Interruption				
Spoilage				
Errors & Omissions	$ 1,000,000.00	$ 1,000,000.00	$ 10,000,000.00	
Evacuation Expense *(only applies when actual loss occurs or mandatory evacuation is ordered)*	Excluded	Excluded	Excluded	
Expediting Costs & Extra Expense Combined	$ 1,000,000.00	$ 1,000,000.00	$ 75,000,000.00	
Extended Period of Indemnity				
Extended Period of Indemnity: Time Limitation	365 Days	365 Days	360 Days	
Extra Expense	$ 75,000,000.00	$ 75,000,000.00	$ 75,000,000.00	
Fine Arts *(items over $250,000 must be scheduled and are limited to reported values)*	$ 10,000,000.00	$ 10,000,000.00	$ 10,000,000.00	
Fire Brigade Charges/Extinguisher Recharge	$ 75,000,000.00	$ 75,000,000.00	$ 75,000,000.00	
Fire Department Service Charge	Excluded	Excluded	Excluded	
Ingress/Egress	$ 75,000,000.00	$ 75,000,000.00	$ 75,000,000.00	
Ingress/Egress: Time Limitation	30 days	30 days	30 days	
Ingress/Egress: Distance Limitation	Will need to confirm with Lexington	Will need to confirm with Lexington	Within 1 mile	We had 5 miles stated as expiring but it should have stated 1 mile which is what is provided on the renewal. I can request an increase in distant if we need it.
Jewelry, Furs & Precious Metals	Excluded	Excluded	Excluded	
Interruption by Civil Authority	Included	Included	Included	
Civil Authority: Time Limitation	60 days	60 days	60 days	
Civil Authority: Distance Limitation	Will need to confirm with Lexington	Will need to confirm with Lexington	Within 5 miles	
Landscaping Improvements	$ 15,000,000.00	$ 15,000,000.00	$ 15,000,000.00	
Leasehold Interest	$ 10,000,000.00	$ 10,000,000.00	$ 10,000,000.00	
Limited Pollution Coverage	$ 10,000,000.00	$ 10,000,000.00	$ 10,000,000.00	
Lock Replacement:	$ 10,000.00	$ 10,000.00	$ 10,000.00	$10M is shown on the expiring policy and in the renewal terms but we are thinking this should be $10k. We will confirm.
Miscellaneous Unnamed Locations	$ 75,000,000.00	$ 75,000,000.00	$ 75,000,000.00	
Miscellaneous Unnamed Locations: coverage excluded for Named Wind, Flood and Earthquake	Exclusion wording was not found in the speciman policy form	Exclusion wording was not found in the speciman policy form	Exclusion wording was not found in the speciman policy form	
Mobile Medical Equipment	Excluded unless values are reported	Excluded unless values are reported	Excluded unless values are reported	
Mold and Fungus Clean-up and Removal	$ 250,000.00	$ 250,000.00	$ 500,000.00	
Mold, Mildew & Fungus Clause and Miccroorganism	$ 250,000.00	$ 250,000.00	$ 500,000.00	
Money & Securities	Excluded	Excluded	Excluded	
New Buildings and Additions Under Construction	$ 10,000,000.00	$ 10,000,000.00	$ 75,000,000.00	We removed this $10m sublimit so this coverage would be included in our $75M course of construction coverage
Newly Acquired Property	90 days	90 days	90 days	
subject to all other sublimits contained herein				
Ordinary Payroll	180 days	180 days	180 days	
Outdoor Property/Landscaping	$ 250,000.00	$ 250,000.00	$ 15,000,000.00	

Coverage Terms & Conditions	FMIT Quote 2017-2018	PGIT Quote 2017-2018	Lloyd's Renewal Quote 2018-2019	Notes
Personal Effects	$ 10,000,000.00	$ 10,000,000.00	$ 10,000,000.00	
Per Person	$ 100,000.00	$ 100,000.00	$ 100,000.00	
Please refer to the definition of Named Storm (aka				
Professional Fees	$ 10,000,000.00	$ 10,000,000.00	$ 10,000,000.00	
Property of Others	$ 10,000,000.00	$ 10,000,000.00	$ 10,000,000.00	
Property in the Course of Construction	$ 75,000,000.00	$ 75,000,000.00	$ 75,000,000.00	
Property off Premises	$ 75,000,000.00	$ 75,000,000.00	$ 75,000,000.00	
Radioactive Contamination	Excluded	Excluded	Excluded	
Rental Insurance	Included (180 days)	Included (180 days)	Included (180 days)	
Reward Reimbursement	$ 10,000,000.00	$ 10,000,000.00	$ 10,000,000.00	
Service Interruption	$ 75,000,000.00	$ 75,000,000.00	$ 75,000,000.00	
Service Interruption: Time Deductible	24 hour qualifying period	24 hour qualifying period	24 hour qualifying period	
Signs and Fences	$ 10,000,000.00	$ 10,000,000.00	$ 10,000,000.00	
Soft Costs	$ 10,000,000.00	$ 10,000,000.00	$ 10,000,000.00	
Tax Treatment of Profits	Excluded	Excluded	Excluded	
Temporary Removal	Excluded	Excluded	Excluded	
Transit	$ 10,000,000.00	$ 10,000,000.00	$ 10,000,000.00	
Transporation	$ 100,000.00	$ 100,000.00	$ 100,000.00	
Tunnels & Bridges	$ 75,000,000.00	$ 75,000,000.00	$ 75,000,000.00	
Unintentional Errors and Omissions	$ 1,000,000.00	$ 1,000,000.00	$ 75,000,000.00	
Unscheduled Animals, PD only	$10,000,000 (max $10,000)	$10,000,000 (max $10,000)	$10,000,000 (max $10,000)	
Valuable Papers & Records	$ 5,000,000.00	$ 5,000,000.00	$ 10,000,000.00	
Deductibles (per occurrence)				
Property Damage / Time Element Combined	$ 25,000.00	$ 25,000.00	$ 25,000.00	
Earth Movement	$ 25,000.00	$ 25,000.00	$ 25,000.00	
Flood, except:	$ 100,000.00	$ 100,000.00	$ 25,000.00	
Flood - High Hazard Zones	$500,000 per building, $500,000 cotents per building	$500,000 per building, $500,000 cotents per building	$ 25,000.00	
Named Storm in Tier 1 Counties	3% Named Storm	3% Named Storm	3% Named Hurricane	
Equipment Breakdown	Excluded	Excluded	Excluded	
Property in the Course of Construction and Soft Costs	$ 25,000.00	$ 25,000.00	$ 25,000.00	
Service Interruption Waiting Period	72 Hours	72 Hours	72 Hours	
Communicable Disease Comtamination Waiting Period				
Valuation				
Real & Personal Property	RC	RC	RC	
Time Element	ALS	ALS	ALS	
Loss Reporting Requirements				
All Losses, except:				
Debris Removal	$ 75,000,000.00	$ 75,000,000.00	$ 75,000,000.00	
Pollutant Cleanup and Removal	Included	Included	Included	
Other Terms				
Notice of Cancellation	90 Days	90 Days	90 Days	
Assigned Adjuster	York	York	Engle Martin & York Services (Glenn Perich)	
Coinsurance	NO	NO	NO	
Margin Clause Limitation	Per Schedule	Per Schedule	Blanket	
Minimum Earned Premium	25-35% Subject to each carriers Hurricane MEP	25-35% Subject to each carriers Hurricane MEP	25-35% Subject to each carriers Hurricane MEP	
Vacancy Provision	Yes	Yes	Yes	
Step Down / Drop Down / Priority of Payments	Included	Included	Included	
Joint Loss Agreement	Excluded but will request to include	Excluded but will request to include	Excluded but will request to include	
Heavy Equipment	Included	Included	Included	
Auto Physical Damage	Catastrophe Coverage Only	Catastrophe Coverage Only	Included	

****Definitions**

Coinsurance: A provision requiring the insured to maintain insurance at least equal to a stipulated percentage, usually 80%, 90%, or 100% of the value of the property. If the insurance carried is less than the minimum required, the most the insured will be able to recover is the amount of the loss multiplied by the ratio of the amount of insurance purchased (the limit of insurance) to the amount of insurance required (the value of the property on the date of loss multiplied by the coinsurance percentage), less the deductible.

Drop Down/Exhaustion of Aggregate: A provision attached to an excess policy, which states that in the event underlying aggregated policy limits are reduced or exhausted as the result of insured losses, typically for flood and earthquake perils, the excess coverage will 'drop down' to attach over reduced underlying limits or become primary in the event that the underlying limits are exhausted.

Step Down/Priority of Payments: An excess policy provision which recognizes the erosion or exhaustion of the primary or underlying limits as the result of loss due to perils and/or loss to property not covered by that excess policy.

Joint Loss Agreement: A policy provision applicable under multiple policies applying to the same loss scenario (usually property and boiler & machinery) which stipulates how a joint loss (e.g. a loss attributable to perils separately insured under each of the policies in question) will be handled in the event there is a dispute with regard to how much of the loss should be allocated to each policy.

Occurrence Limit of Liability: The limit of insurance is based on values reported for each location or item of insurance and the insured can not recover more than the reported value, regardless of the amount of the loss. (Please see below for an example of how recovery would be calculated if there is an Occurrence Limit of Liability Endorsement on the policy)

Margin Clause: A property insurance policy provision that stipulates that recovery in the event of a loss will be limited to reported values at a particular location multiplied by a specific percentage (the margin), for example 110% or 125%. (Please see below for an example of how recovery would be calculated if there is a Margin Clause on the policy)

Below are examples of how recovery would be calculated if there is a Margin Clause on the policy

Occurrence Limit of Liability Endorsement (Scheduled Limit of Liability) (Statement of Values Endorsement)

These endorsements have a direct impact on how the actual recovery of a loss will be adjusted. Below is an example of how the endorsement applies in case of total loss.

Total Value as per Statement of Values for Location:	1,000,000
Actual Loss at the Location:	1,500,000
Applicable Deductible:	25,000
Adjusted Loss:	1,475,000
Calculation of Recovery:	
Location Value:	1,000,000
Less Applicable Deductible	25,000
Carrier's Liability:	975,000
Amount of Loss Unpaid:	500,000

Occurrence Limit of Liability Endorsement with a 10% Margin Clause

These endorsements have a direct impact on how the actual recovery of a loss will be adjusted. Below is an example of how the 10% margin clause applies in case of total loss.

Total Value as per Statement of Values for Location:	1,000,000
Actual Loss at the Location:	1,500,000
Applicable Deductible:	25,000
Adjusted Loss:	1,475,000
Calculation of Recovery:	
Location Value, plus 10% margin:	1,100,000
Less Applicable Deductible	25,000
Carrier's Liability:	1,075,000
Amount of Loss Unpaid:	400,000

AmWINS Group, Inc.

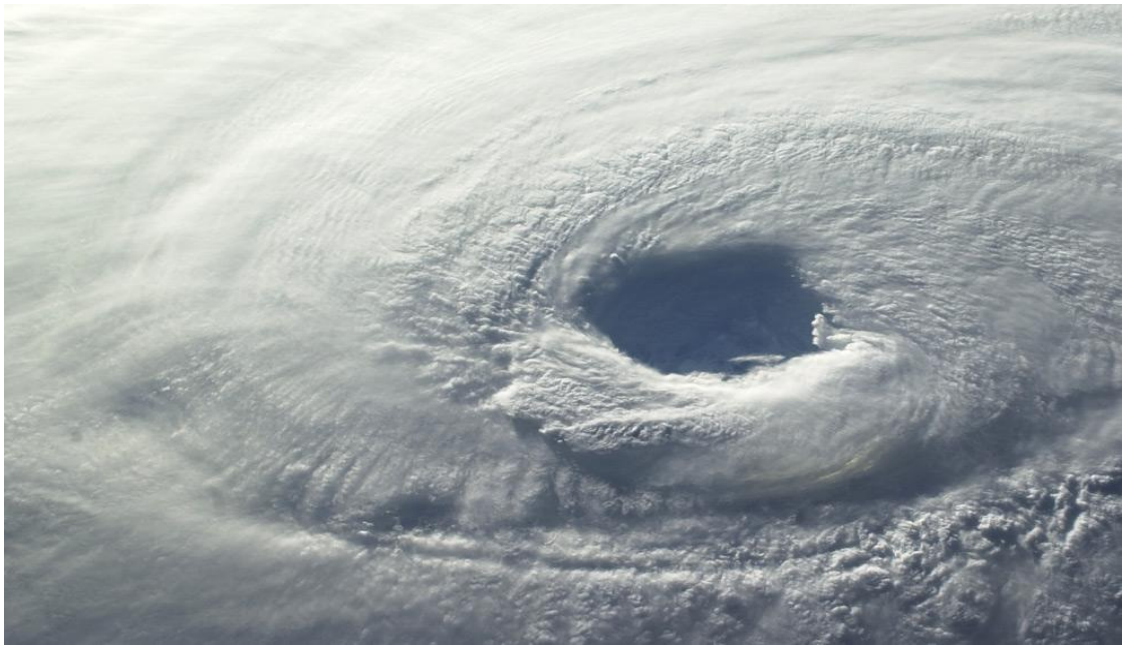
THERE'S A BETTER WAY.

Escambia County

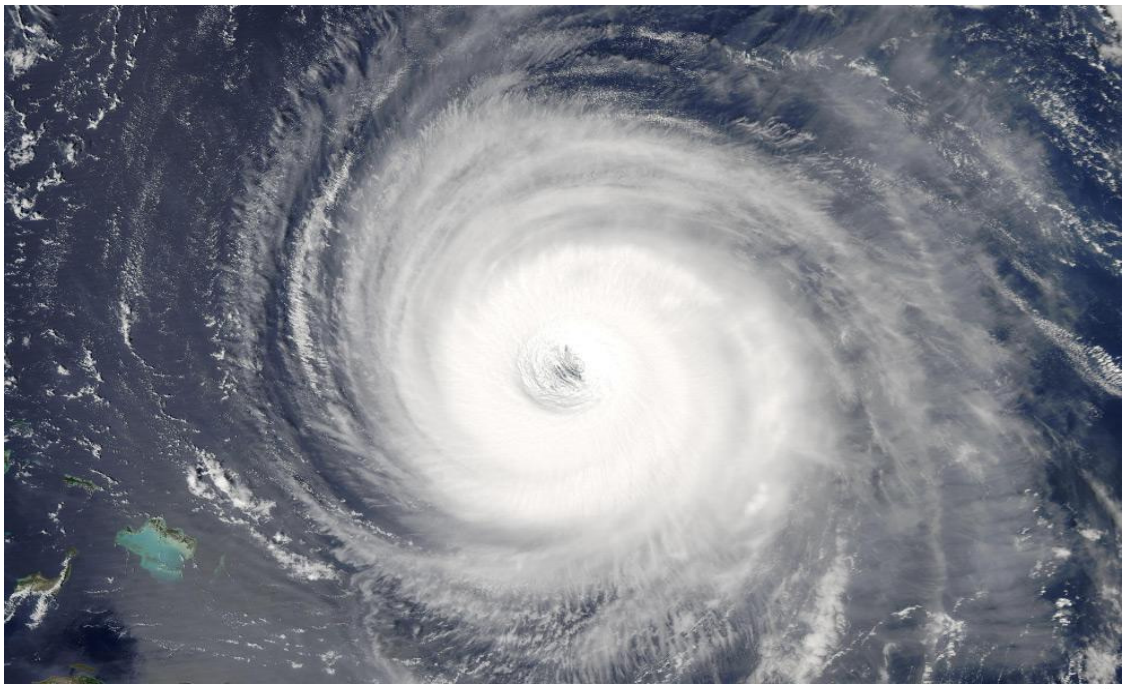
CATASTROPHE RISK SUMMARY

July 18, 2016

Analysis Performed by:
AmWINS Group, Inc.
4725 Piedmont Row Drive, Suite 600
Charlotte, NC 28210



UNITED STATES HURRICANE ANALYSIS



Images Provided by NASA

Escambia County

CATASTROPHE RISK SUMMARY

July 18, 2016

Analysis Performed by:
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Escambia County

CATASTROPHE RISK SUMMARY

July 18, 2016

Analysis Performed by:
AmWINS Group, Inc.
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Executive Summary

AmWINS Group, Inc. performed a hurricane (named storm) analysis to calculate the potential loss for Escambia County based on Risk Management Solutions (RMS) RiskLink Version 15.0 software. The analysis was performed to include the primary peril of Windstorm and the secondary perils of Storm Surge and Loss Amplification using the RMS Stochastic Event Rate Set. The data for this analysis was provided by Escambia County and represents the most recent exposure for this account. AmWINS Group, Inc. reviewed and formatted the data for use in the RMS model based on the original data received.

Exposure Summary

The Escambia County account has 368 locations with a total insured value (TIV) of $438,200,780. Building Values account for 77.5% of the TIV while Contents accounts for 22.5% of the TIV and Business Interruption accounts for 0.0% of the TIV.

For further exposure details see the Exposure Analysis section of the report which starts on page 11.

Analysis Summary

The analysis was performed with a deductible structure of 3% per location and with no limits.

Loss Summary

Based on RMS RiskLink Version 15.0 there is a 0.4% annual chance of one hurricane (named storm) event causing $29,864,888 or more in loss net of the deductible structure and within the coverage layers being analyzed. This corresponds to a 250 year return period.

The Average Annual Loss (AAL), which corresponds to a pure premium number, for the Escambia County account based on RMS RiskLink version 15.0 is $459,614 net of the deductible structure and within the coverage layers being analyzed. This means that on a long-term average annual basis, the Escambia County account is expected to sustain $459,614 in hurricane (named storm) losses to the insurance carrier.

**Note: loss amounts stated above are for the peril of Windstorm including Storm Surge and Loss Amplification using the RMS Stochastic Event Rate Set

For further loss details see the Detailed Loss Analysis section of the report on page 4.

For a breakdown of the locations that contribute the most to the AAL see the AAL by Location section of the report on page 5.

The Loss Estimates produced will help the Escambia County account to:

- Identify areas of exposure concentration
- Identify locations that contribute the most to modeled loss estimates
- Understand hurricane (named storm) loss potential

Detailed Loss Analysis

Exceedance Probability Analysis for Hurricane (Named Storm)

The tables below illustrate the probability of losses exceeding various amounts due to one event in a given year as described by the Occurrence Exceedance Probability (OEP) curve. Losses are shown as Ground Up (no deductible or layering contemplated), Deductible (loss to deductible layer), and Net of Deductible and Layering (takes deductible into account and isolates layer being analyzed). The Average Annual Loss (AAL) is also shown along with the variability of this amount (Standard Deviation) which is representative of the uncertainty in the magnitude of losses from an occurring event.

For a discussion of RMS methodology for modeling PMLs and AALs see page 7.

U.S. Hurricane (Named Storm) Key Return Period Losses - Wind and Storm Surge

Critical Probability	Return Period (years)	Ground Up Loss	Deductible Loss	Loss Net of Deductible and Layering
0.010%	10,000	209,468,384	11,563,508	197,928,800
0.020%	5,000	163,980,064	10,744,838	153,816,800
0.100%	1,000	77,175,386	7,315,053	70,534,948
0.200%	500	52,223,222	5,779,982	47,183,241
0.400%	250	32,857,086	4,500,864	28,938,020
1.000%	100	13,912,573	2,939,106	11,027,454
2.000%	50	4,794,695	1,867,893	2,641,491
4.000%	25	969,346	946,916	0
10.000%	10	28,978	29,069	0
20.000%	5	62	382	0
Average Annual Loss		552,579	117,052	435,528
Standard Deviation		5,586,869	602,486	5,138,490

U.S. Hurricane (Named Storm) Key Return Period Losses - Wind and Storm Surge including Loss Amplification

Critical Probability	Return Period (years)	Ground Up Loss	Deductible Loss	Loss Net of Deductible and Layering
0.010%	10,000	243,706,500	11,677,505	232,202,756
0.020%	5,000	182,998,173	10,805,304	172,714,088
0.100%	1,000	80,871,320	7,334,812	74,256,932
0.200%	500	54,083,760	5,786,261	48,927,202
0.400%	250	33,783,466	4,515,840	29,864,888
1.000%	100	14,222,044	2,973,096	11,335,840
2.000%	50	4,883,193	1,873,213	2,723,023
4.000%	25	982,810	959,132	0
10.000%	10	29,300	29,421	0
20.000%	5	61	384	0
Average Annual Loss		577,419	117,804	459,614
Standard Deviation		6,130,419	606,131	5,689,404

**Note: loss amounts stated above use the RMS Stochastic Event Rate Set

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Average Annual Loss (AAL) by Location

AAL Analysis for Hurricane (Named Storm)

Locations are listed below based on AAL contribution in descending order. A maximum of 25 locations are shown.

Using Loss Net of Deductible and Layering as the financial perspective

Location Number	Location Name	City	State	TIV	TIV %	AAL	AAL %
27	M. C. Blanchard Building	PENSACOLA	FL	69,867,161	15.94%	71,655	15.59%
116	Civic Center	PENSACOLA	FL	36,717,985	8.38%	66,085	14.38%
199	Escambia County Jail	PENSACOLA	FL	54,547,400	12.45%	59,585	12.96%
391	Heavy Equipment/Vehicles	PENSACOLA	FL	35,140,978	8.02%	17,194	3.74%
112	Governmental Complex	PENSACOLA	FL	20,380,122	4.65%	16,537	3.60%
210	Administration	PENSACOLA	FL	19,662,211	4.49%	15,208	3.31%
295	Tax Collector Supervisor of Elec	PENSACOLA	FL	12,870,688	2.94%	13,713	2.98%
331	Juvenile Justice	PENSACOLA	FL	19,664,633	4.49%	13,103	2.85%
294	Courthouse (original)	PENSACOLA	FL	10,570,840	2.41%	10,431	2.27%
380	Perdido Key Community Center	PENSACOLA	FL	1,950,000	0.45%	10,020	2.18%
52	Maintenance	PENSACOLA	FL	3,430,583	0.78%	9,808	2.13%
298	Toll Plaza, Bob Sikes Bridge	GULF BREEZE	FL	1,577,000	0.36%	9,075	1.97%
328	Boardwalk & Shell	PENSACOLA BEACH	FL	796,000	0.18%	6,584	1.43%
104	Felix Miga Center	PENSACOLA	FL	1,470,624	0.34%	6,385	1.39%
99	Fairfield Health Department	PENSACOLA	FL	7,002,464	1.60%	5,544	1.21%
296	Central Office Complex	PENSACOLA	FL	18,200,000	4.15%	5,398	1.17%
97	Animal Shelter	PENSACOLA	FL	2,412,861	0.55%	4,632	1.01%
384	Traffic Signals - various location	PENSACOLA	FL	3,327,919	0.76%	4,348	0.95%
209	Video Visitation	PENSACOLA	FL	3,458,097	0.79%	3,878	0.84%
63	Public Safety	GULF BREEZE	FL	1,002,014	0.23%	3,232	0.70%
183	Old Molino School - Main Build	MOLINO	FL	2,179,300	0.50%	3,103	0.68%
127	Englewood Center	PENSACOLA	FL	1,209,117	0.28%	3,063	0.67%
81	Brownsville Community Center	PENSACOLA	FL	4,000,000	0.91%	3,022	0.66%
382	Park East Bathroom Bldg	PENSACOLA	FL	280,000	0.06%	2,181	0.47%
381	Park West Bathroom Bldg	PENSACOLA	FL	280,000	0.06%	2,138	0.47%
TOTAL				331,997,997	75.76%	365,921	79.62%

**Note: loss amounts stated above are for the peril of Windstorm including Storm Surge and Loss Amplification using the RMS Stochastic Event Rate Set

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Top 10 Loss Causing Events

Top Events Analysis for Hurricane (Named Storm)

Events are listed below based on loss amount in descending order. The top 10 events are shown.

Using Loss Net of Deductible and Layering as the financial perspective

Event ID	Event Description	Rate	Return Period (yrs)	Loss Amount	Exposed Value	Mean Damage Ratio
2850183	AL5 AFL5 BFL0 CFL0 DFL1 GA1 LA3 MS3 NC0 SC0 GM5 MX0; SAL1 SDE0 SAFL1 SLA4 SMD0 SMS1 SVA0	0.0010178%	98,252	403,278,544	527,876,423	76.4%
2851684	AL5 AFL5 BFL4 CFL0 DFL0 GA1 LA1 MS2 SC0 GM5 AB0 AN1 CH4 CY0; SAL1 SAFL2 SLA1 SMD0 SMS0 SNC0 SVA0 SCY2	0.0003967%	252,105	339,238,290	512,785,649	66.2%
2864411	AL5 AFL5 BFL1 CFL0 DFL0 GA0 LA5 MS5 BTX0 CTX0 GM5 BS0 CH4 CY1 HN0 MX0 NI0 PM1; SAL2 SAFL3 SBFL1 SCFL1 SLA2 SMS2 SATX0 SBTX0 SCTX0	0.0002461%	406,307	336,532,347	531,338,496	63.3%
2870224	AL5 AFL5 BFL4 CFL0 GA0 LA0 MS1 NC0 VA0 WV0 GM5 BS0 CH5 CY3; SAL0 SAFL1 SBFL1 SCFL1 SLA0 SMD0 SME1 SMS0 SNY0 SRI0 SVA0 SCY2	0.0002501%	399,859	318,870,248	501,879,747	63.5%
2852453	AL5 AFL5 BFL4 CFL3 DFL0 GA0 LA1 MS2 GM5 BS3 CH1; SAL0 SAFL1 SBFL2 SCFL1 SLA1 SMS0 SBS2	0.0000744%	1,344,328	302,098,124	520,998,111	58.0%
2878035	AL5 AFL5 GA1 LA4 MA0 MD0 MS0 NC0 NY0 RI0 SC0 VA0 GM5 BZ1 GT0 HN0 MX1; SAL0 SAFL0 SLA3 SMA0 SMD0 SME2 SMS0 SNJ0 SRI0 SVA0	0.0005268%	189,821	293,934,915	507,476,086	57.9%
2853055	AL5 CT0 DC0 DE0 AFL5 BFL0 CFL0 DFL0 GA2 LA0 MA0 MD0 MS0 NC0 NJ0 NY0 PA0 RI0 SC0 VA0 WV0 GM5 CA0 BS0 CH0; SAL0 SAFL1 SME0 SMS0 SRI0	0.0001419%	704,840	291,747,984	544,591,415	53.6%
2851045	AL5 AFL5 BFL4 CFL0 GA0 LA0 MS0 GM5 BS4 CH3 TC1; SAL1 SAFL2 SBFL1 SCFL0 SMS0 SBS1 STC2	0.0001447%	691,115	272,363,567	504,795,286	54.0%
2854761	AL5 AFL5 BFL4 CFL3 GA0 LA1 MS1 GM5 AN0 BS4 PR0; SAL0 SAFL0 SBFL3 SCFL2 SMS0 SBS2	0.0006772%	147,673	271,589,683	503,196,825	54.0%
2850742	AL5 AFL5 BFL1 CFL1 DFL0 GA0 LA0 MS1 GM5 BS1 CH0; SAL0 SAFL2 SMS0	0.0005817%	171,922	271,257,335	511,709,906	53.0%

**Note: loss amounts stated above are for the peril of Windstorm including Storm Surge and Loss Amplification using the RMS Stochastic Event Rate Set

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Discussion of RMS Methodology for Modeling PMLs and AALs

RMS determines catastrophic losses using complex software that simulates catastrophic events and determines losses from those events based on building characteristics. The process begins by entering building information into RMS (construction type, year built, occupancy, etc.) and the better information you have, the better (more accurate) the results will be. For missing characteristics, RMS uses default values based on attributes of the industry exposure.

Once information is loaded, RMS will run a series of catastrophic events (both historical and simulated) against those buildings. Each event run has a probability associated with it so as to tell how "likely" that type of event is to occur in a given year. Losses are determined on a per building, per event basis based on how the attributes of each event (wind speed, quake magnitude, etc.) would affect that type of building (based on the building characteristics entered). Engineering information has been gathered based on actual claim data and inspections to see how different types of buildings (age, construction, etc.) will react to either wind, storm surge, or an earthquake.

Losses from each building-event combination are used to come up with a distribution of losses based on probability of occurrence. Statistical methods determine this distribution which is called the EP (Exceedance Probability) Curve and it is used to derive Probable Maximum Loss (PML) numbers. This curve shows probability of exceedance on the y-axis and amount of loss on the x-axis so points on the curve are defined as the loss amount (from x-axis) that will be exceeded a certain percentage of the time (from y-axis) in a given year. Certain points from this curve are focused on, like a 1% probability of exceedance in a given year (the 1-in-100 year event, or 100-year PML) which means that losses will be greater than or equal to that loss amount 1% of the time in a given year. Different points can be chosen, but it must be understood that no one event in RMS is what you would call the 1-in-100 year (or 1-in-X year) event. All events are combined to generate a curve that tells what losses would be from a 1-in 100 year (or 1-in-X year) event.

Average Annual Loss (AAL) is also generated and this tells the amount of loss to be expected on an annual basis. This acts as a pure premium number even though catastrophes are not something that occur "on average" in insurance. AALs are calculated on a per building basis as the losses from each event are multiplied by the probability of such event occurring in a given year. These are then added up across all events. Once these are calculated for each building, all building AALs are added up to get the overall account AAL. No curve generation is done here so these numbers don't depend on the statistical methods employed in the generation of the EP Curve.

In short, RMS uses simulated and historical catastrophic events (hurricanes, earthquakes, etc.) to determine the exposure and vulnerability of a book of business to catastrophic losses. Engineering and claims data are used to determine vulnerability of buildings, and seismology and meteorology are used to determine the probability of earthquakes, hurricanes, or other events along with quake magnitudes, storm size, and event location. Simulated losses for buildings are generated and combined to give the overall loss picture for the account.

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Hurricane Intensity Definitions (Saffir-Simpson Scale)

CATEGORY:	WIND SPEED:	STORM EFFECTS:
1	74-95 mph	Storm surge generally 4-5 ft above normal. No real damage to building structures. Damage primarily to unanchored mobile homes, shrubbery and trees. Also, some coastal road flooding and minor pier damage.
2	96-110 mph	Storm surge generally 6-8 feet above normal. Some roofing material, door and window damage to buildings. Considerable damage to vegetation, mobile homes and piers. Coastal and low-lying escape routes flood 2-4 hours before arrival of hurricane center. Small craft in unprotected anchorages break moorings.
3	111-130 mph	Storm surge generally 9-12 ft above normal. Some structural damage to small residences and utility buildings with a minor amount of curtainwall failures. Damage to shrubbery and trees with foliage blown off trees and large trees blown down. Mobile homes and poorly constructed signs are destroyed. Low-lying escape routes are cut by rising water 3-5 hours before arrival of the center of the hurricane. Flooding near the coast destroys smaller structures with larger structures damaged by battering from floating debris. Terrain continuously lower than 5 ft above mean sea level may be flooded inland 8 miles (13 km) or more. Evacuation of low-lying residences with several blocks of the shoreline may be required.
4	131-155 mph	Storm surge generally 13-18 ft above normal. More extensive curtainwall failures with some complete roof structure failures on small residences. Shrubs, trees, and all signs are blown down. Complete destruction of mobile homes. Extensive damage to doors and windows. Low-lying escape routes may be cut by rising water 3-5 hours before arrival of the center of the hurricane. Major damage to lower floors of structures near the shore. Terrain lower than 10 ft above sea level may be flooded requiring massive evacuation of residential areas as far inland as 6 miles (10 km).
5	>155 mph	Storm surge generally greater than 18 ft above normal. Complete roof failure on many residences and industrial buildings. Some complete building failures with small utility buildings blown over or away. All shrubs, trees, and signs blown down. Complete destruction of mobile homes. Severe and extensive window and door damage. Low-lying escape routes are cut by rising water 3-5 hours before arrival of the center of the hurricane. Major damage to lower floors of all structures located less than 15 ft above sea level and within 500 yards of the shoreline. Massive evacuation of residential areas on low ground within 5-10 miles (8-16 km) of the shoreline may be required.

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Catastrophe Modeling Terms

TERM:	DEFINITION:
Aggregate Exceedance Probability (AEP)	The probability that the total cost of one or more occurrences will combine in a year to exceed a certain threshold.
Average Annual Loss (AAL)	The expected annual loss on a long-term basis. Mathematically, it is the expected value of the aggregate loss distribution.
Coefficient Variation (CV)	The spread of loss around the mean, reflecting the secondary uncertainty in the size of loss.
Loss Amplification	"Post loss inflation" of building materials/labor, typically applied only to building damage, and not to contents or business interruption components.
Exceedance Probability (EP)	The probability of exceeding specified loss thresholds. In risk analysis, this probability relationship is commonly represented as a curve which defines the probability of various levels.
Exposure Value	The total reported values at risk, potentially subject to a peril or event against which it is insured.
Geocoding	The process of associating an address with an estimate of latitude and longitude coordinates.
Gross Loss	The insurer's loss after deductibles, attachment point(s), and limits are applied, but before reinsurance.
Ground Up Loss	The total amount of loss sustained before deductibles, underlying coverages and reinsurance are applied.
Mean Damage Ratio	The ratio of the expected loss to the replacement value of exposed properties.
Occurrence Exceedance Probability (OEP)	The probability that a single occurrence will exceed a certain threshold.
Return Period	The expected length of time between recurrences of two events with similar characteristics. The return period can also refer to specific level of loss.
Secondary Peril (Subperil)	Hazards that are an additional source of loss to the primary peril. Examples include "storm surge" as a result of a hurricane, or "fire" as a direct result of an earthquake.
Storm Surge	The effect of flood caused by storm.

Limitations

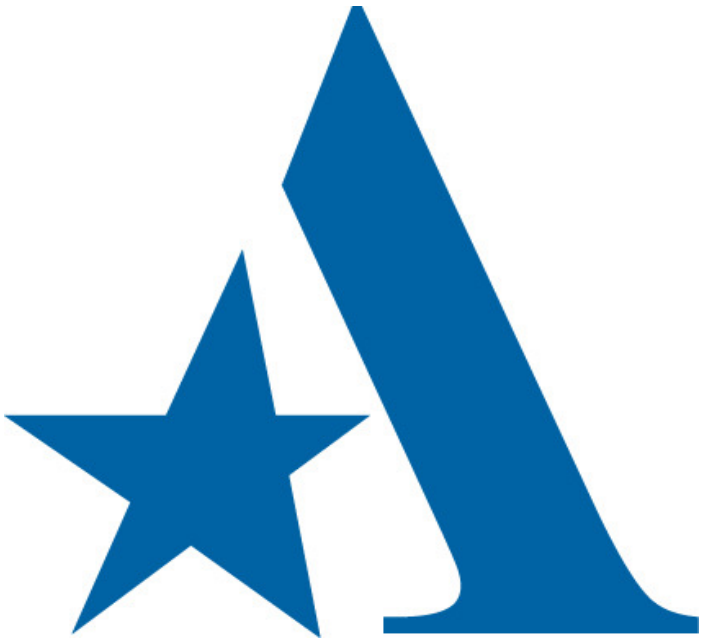
AmWINS Group, Inc recommends that the results in this report are not relied upon in isolation when making decisions that may affect the solvency of the company. AmWINS Group, Inc. makes no warranty about the accuracy of the modeled results and has made no attempt to independently verify them. Results of this analysis are for the sole use of AmWINS Group, Inc and its clients and should not be presented to insurance carriers.

This report, and the analyses, models and predictions contained herein ('Information'), are based on data provided by Escambia County to AmWINS Group, Inc. and compiled using proprietary computer risk assessment technology of Risk Management Solutions, Inc. ('RMS'). The technology and data used in providing this Information is based on the scientific data, mathematical and empirical models, and encoded experience of scientists and specialists (including without limitation: earthquake engineers, wind engineers, structural engineers, geologists, seismologists, meteorologists, geotechnical specialists and mathematicians). As with any model of physical systems, particularly those with low frequencies of occurrence and potentially high severity outcomes, the actual losses from catastrophic events may differ from the results of simulation analyses. Furthermore, the accuracy of predictions depends largely on the accuracy and quality of the data provided to and used by AmWINS Group, Inc. The Information is provided under license to AmWINS Group, Inc. and is RMS' proprietary and confidential information and may not be shared with any third party without the prior written consent of both AmWINS Group, Inc. and RMS. Furthermore, this Information may only be used for the specific business purpose specified by AmWINS Group, Inc. and for no other purpose, and may not be used under any circumstances in the development or calibration of any product or service offering that competes with RMS.

[illegible] industries, and that the Information provided is not intended to constitute professional advice. RMS SPECIFICALLY DISCLAIMS ANY AND ALL RESPONSIBILITIES, OBLIGATIONS AND LIABILITY WITH RESPECT TO ANY DECISIONS OR ADVICE MADE OR GIVEN AS A RESULT OF THE INFORMATION OR USE THEREOF, INCLUDING ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL RMS (OR ITS PARENT, SUBSIDIARY, OR OTHER AFFILIATED COMPANIES) BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WITH RESPECT TO ANY DECISIONS OR ADVICE MADE OR GIVEN AS A RESULT OF THE CONTENTS OF THIS INFORMATION OR USE THEREOF."

Analysis Performed by:
AmWINS Group, Inc.
4725 Piedmont Row Drive, Suite 600
Charlotte, NC 28210

Exposure Analysis

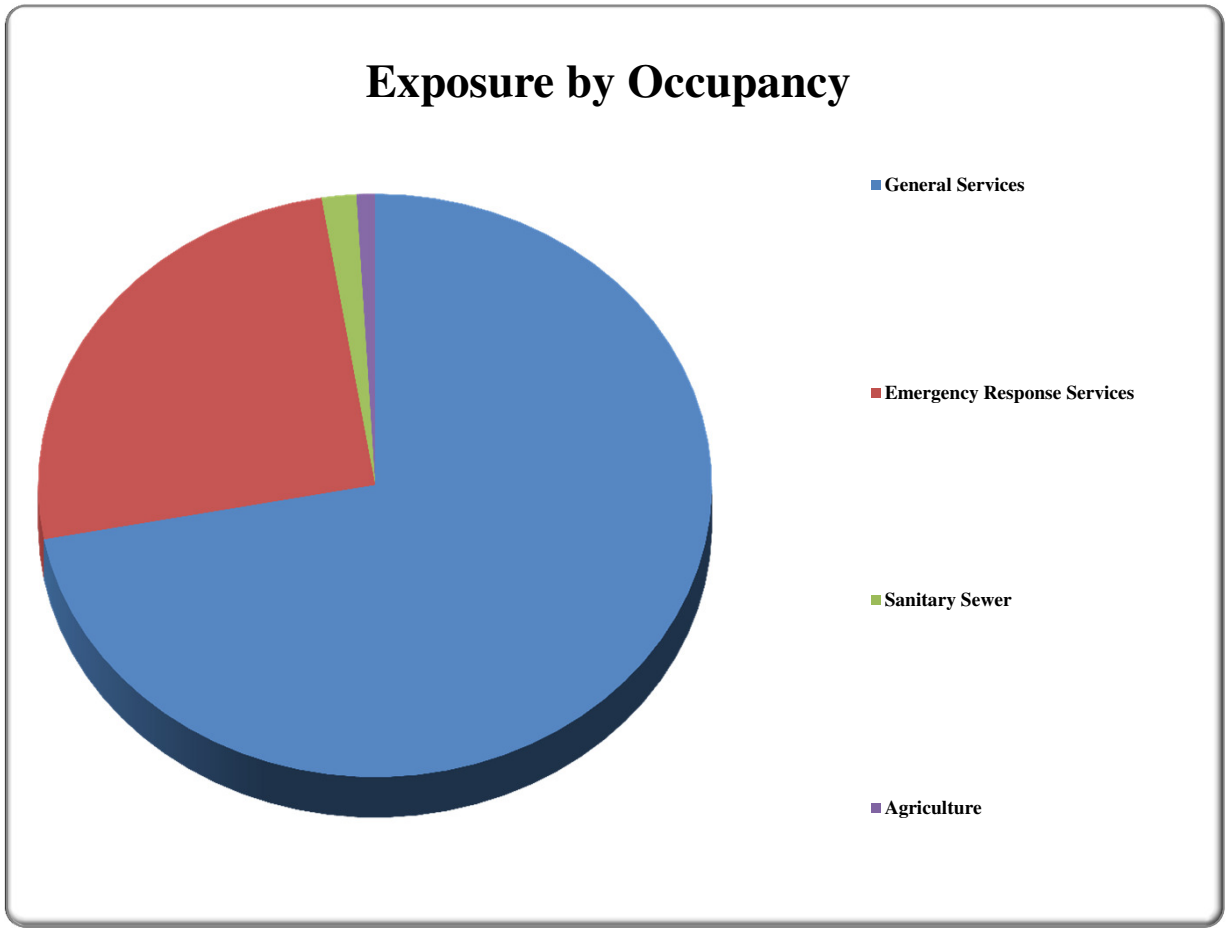


Escambia County

CATASTROPHE RISK SUMMARY

July 18, 2016

Analysis Performed by:
AmWINS Group, Inc.
4725 Piedmont Row Drive, Suite 600
Charlotte, NC 28210



**Note: Chart shows exposure based on TIV

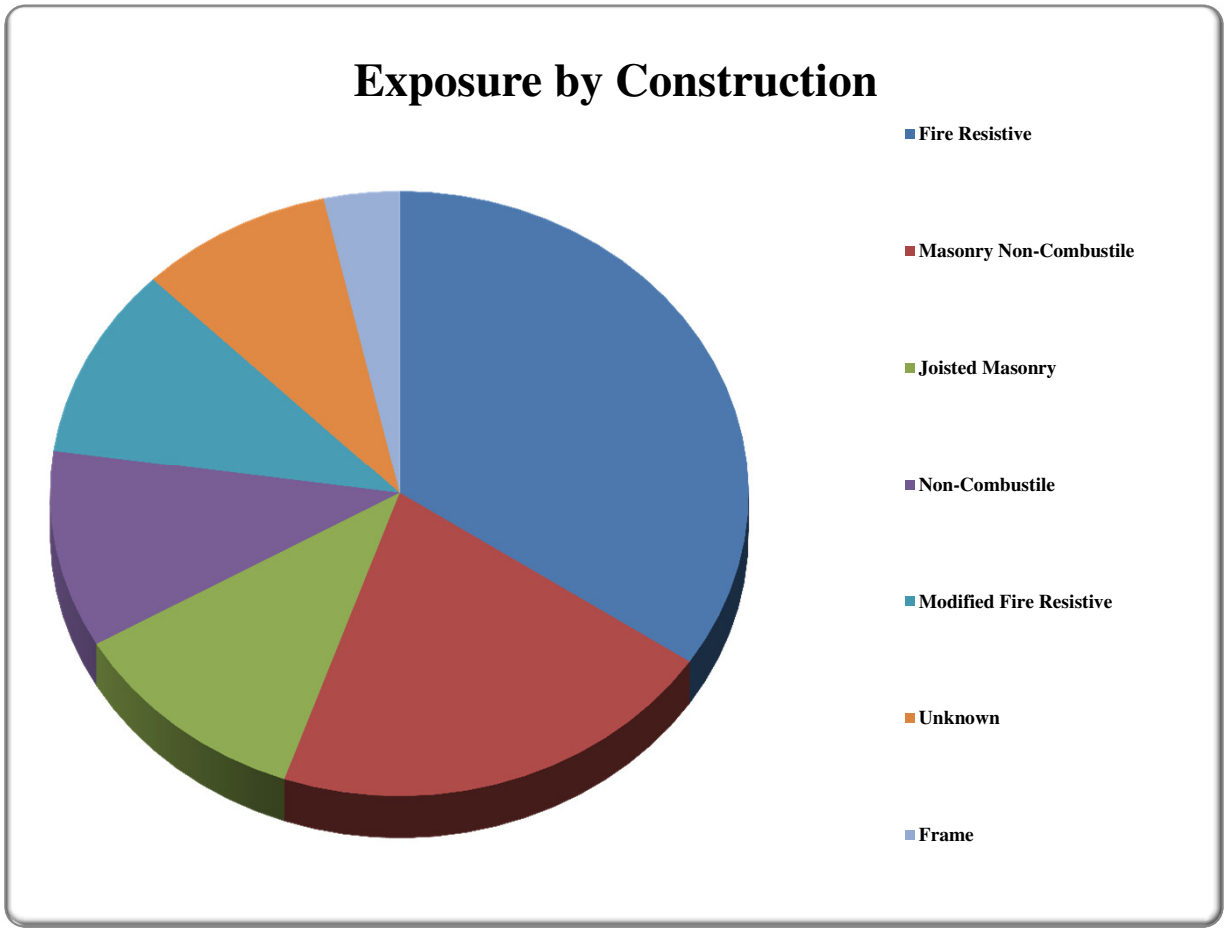
Occupancy	TIV	Percentage	Locations
General Services	315,576,491	72.0%	315
Emergency Response Services	111,422,572	25.4%	30
Sanitary Sewer	7,268,856	1.7%	21
Agriculture	3,932,861	0.9%	2
Grand Total	**438,200,780**	**100.0%**	**368**

Escambia County

CATASTROPHE RISK SUMMARY

July 18, 2016

Analysis Performed by:
AmWINS Group, Inc.
4725 Piedmont Row Drive, Suite 600
Charlotte, NC 28210



**Note: Chart shows exposure based on TIV

Construction	TIV	Percentage	Locations
Fire Resistive	150,724,477	34.4%	23
Masonry Non-Combustile	91,820,231	21.0%	23
Joisted Masonry	49,686,639	11.3%	144
Non-Combustile	46,280,811	10.6%	63
Modified Fire Resistive	45,022,608	10.3%	2
Unknown	39,324,597	9.0%	10
Frame	15,341,417	3.5%	103
Grand Total	**438,200,780**	**100.0%**	**368**

Escambia County

CATASTROPHE RISK SUMMARY

July 18, 2016

Analysis Performed by:
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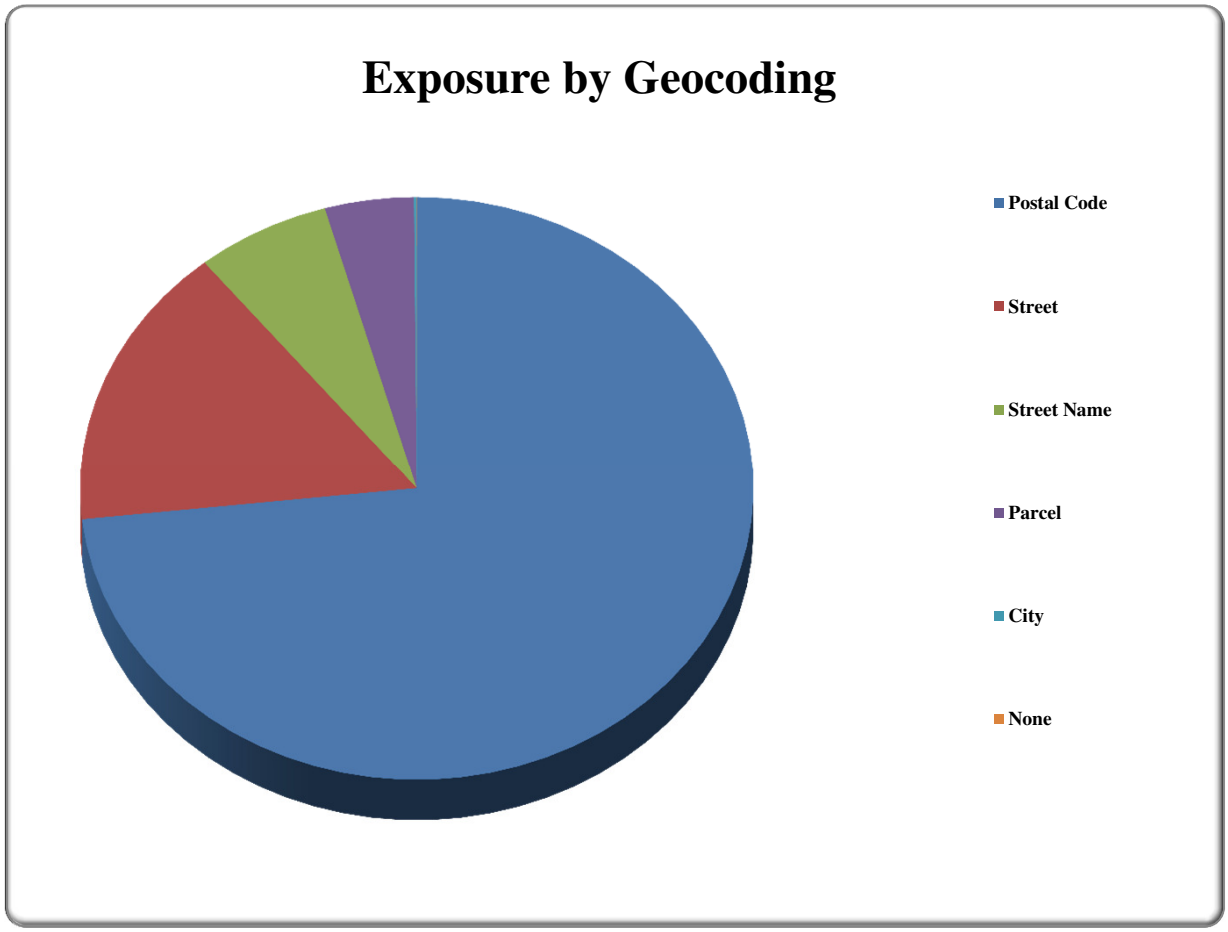
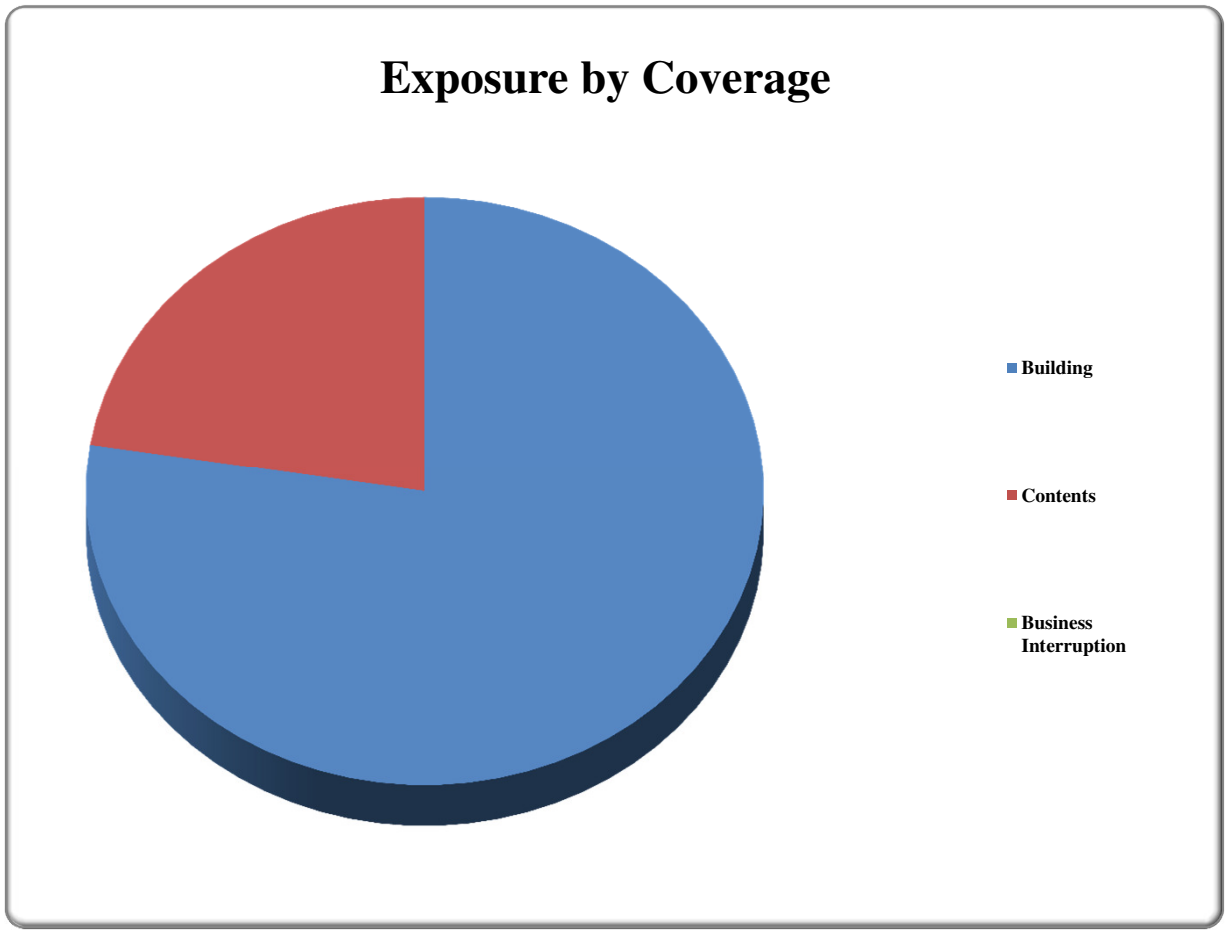
Charlotte, NC 28210



**Note: Chart shows exposure based on TIV

Geocoding	TIV	Percentage	Locations
Postal Code	321,169,120	73.3%	154
Street	69,413,768	15.8%	84
Street Name	28,284,550	6.5%	45
Parcel	18,740,842	4.3%	83
City	562,500	0.1%	1
None	30,000	0.0%	1
Grand Total	**438,200,780**	**100.0%**	**368**

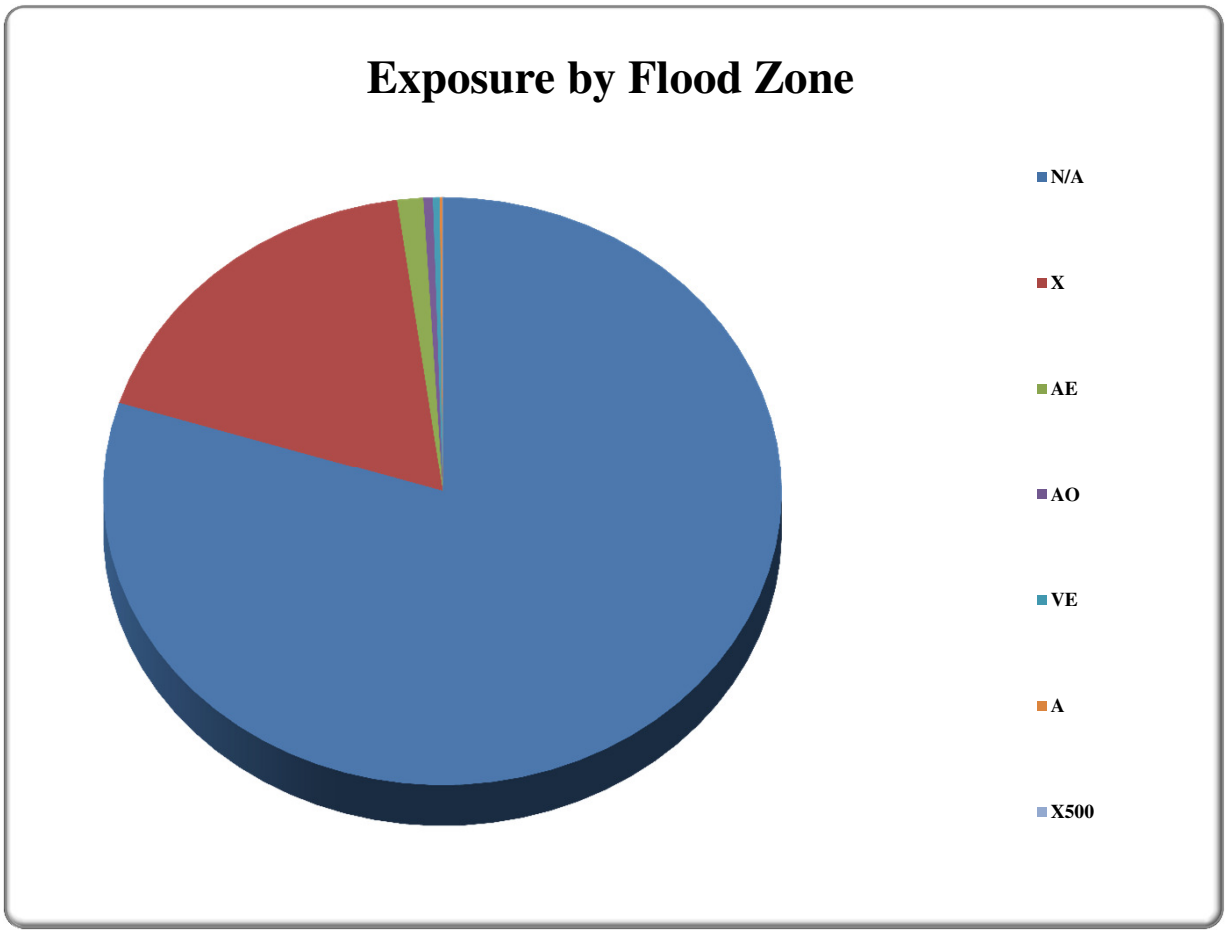
Analysis Performed by:
AmWINS Group, Inc.
4725 Piedmont Row Drive, Suite 600
Charlotte, NC 28210



**Note: Chart shows exposure based on TIV

Coverage	TIV	Percentage
Building	339,752,718	77.5%
Contents	98,448,062	22.5%
Business Interruption	-	0.0%
Grand Total	**438,200,780**	**100.0%**

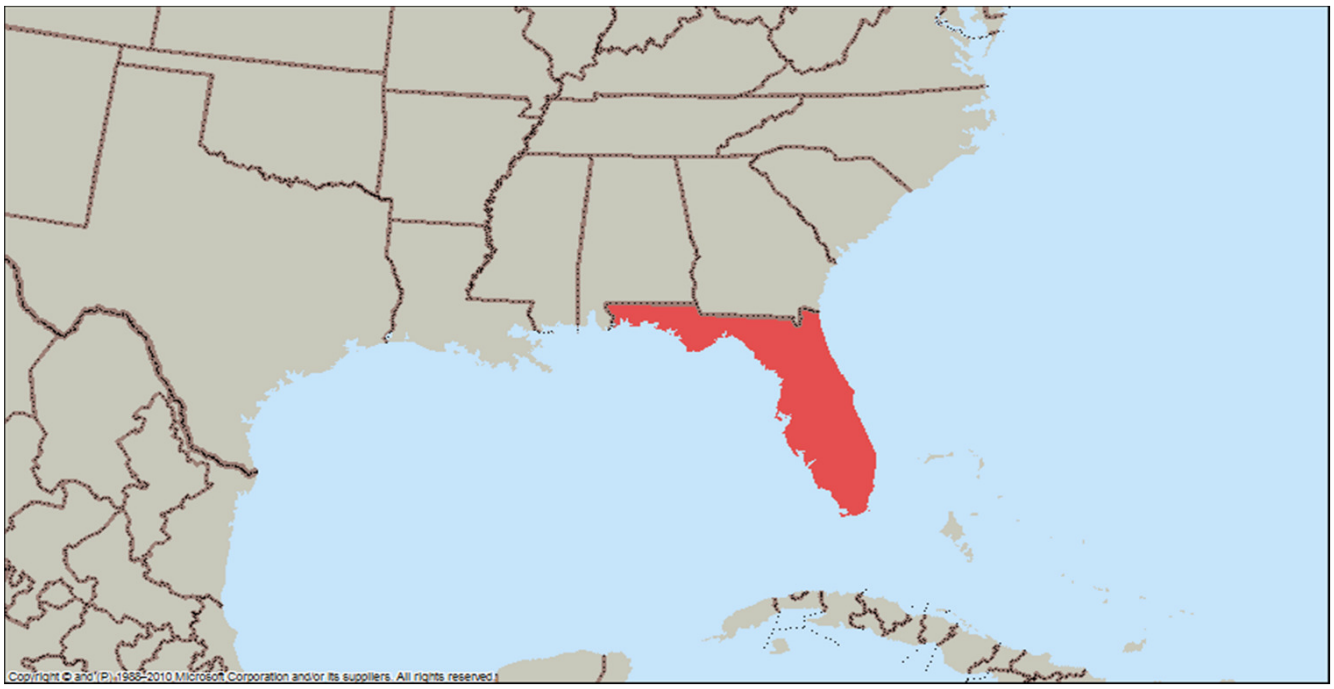
Analysis Performed by:
AmWINS Group, Inc.
4725 Piedmont Row Drive, Suite 600
Charlotte, NC 28210



**Note: Chart shows exposure based on TIV

Flood Zone	TIV	Percentage	Locations
N/A	350,046,170	79.9%	201
X	78,700,373	18.0%	132
AE	5,432,058	1.2%	16
AO	1,950,000	0.4%	1
VE	1,431,092	0.3%	10
A	570,000	0.1%	5
X500	71,087	0.0%	3
Grand Total	**438,200,780**	**100.0%**	**368**

Exposure by State

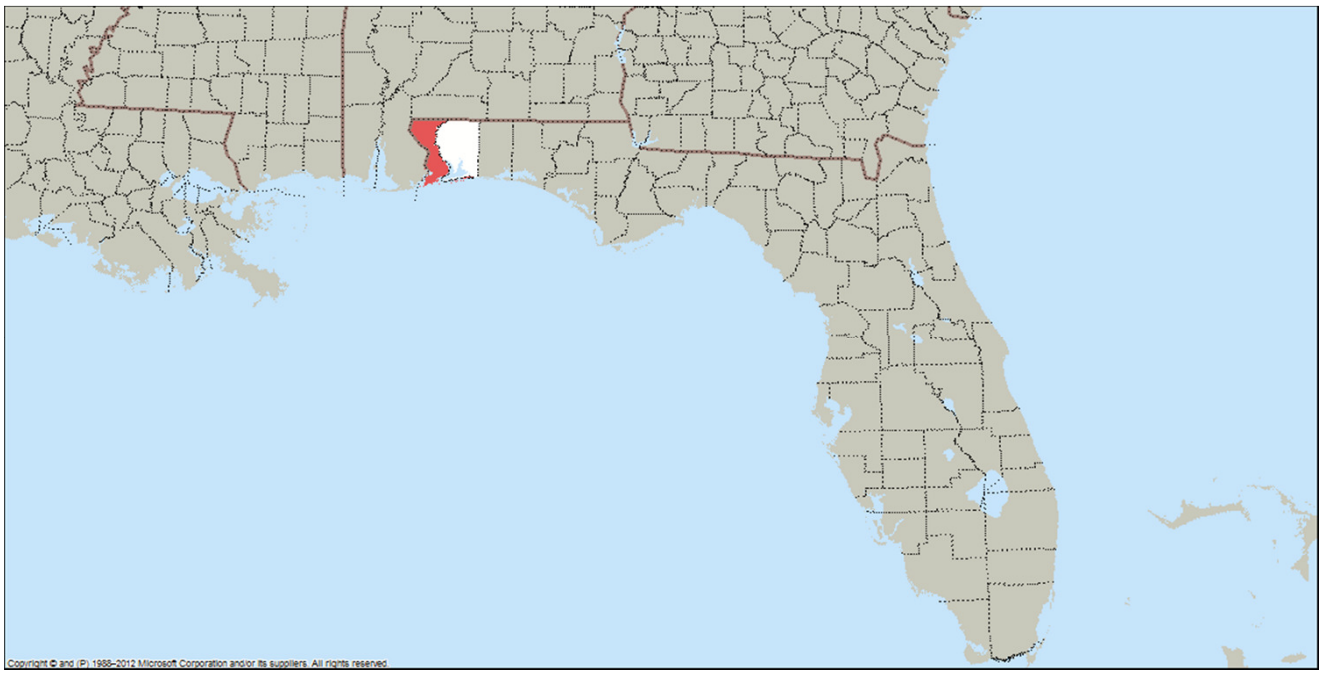


**Note: Darker reds indicate higher concentration of exposure (TIV)

State	TIV	Percentage	Locations
FL	438,170,780	100.0%	367
0	30,000	0.0%	1
Grand Total	**438,200,780**	**100.0%**	**368**

Analysis Performed by:
AmWINS Group, Inc.
4725 Piedmont Row Drive, Suite 600
Charlotte, NC 28210

Exposure by County



**Note: Map is focused on states/region with highest concentration of exposure (TIV)

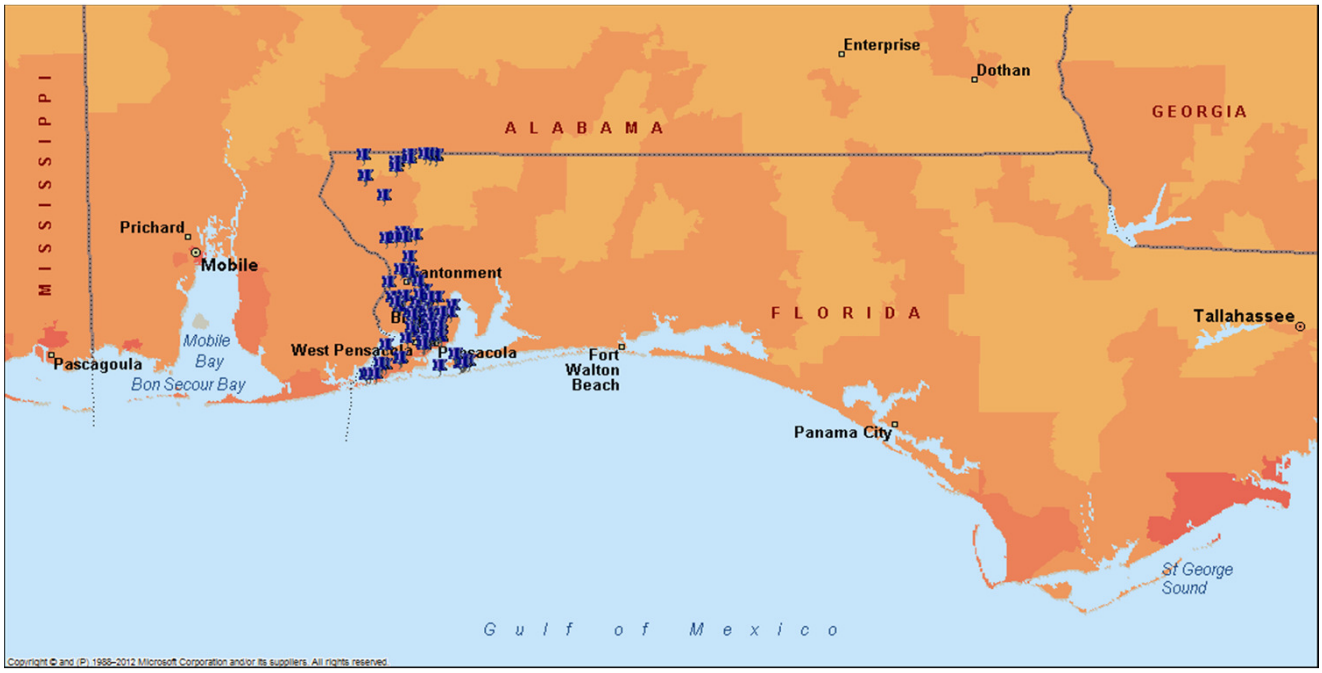
**Note: Darker reds indicate higher concentration of exposure (TIV)

County	TIV	Percentage	Locations
ESCAMBIA COUNTY	436,674,525	99.7%	358
SANTA ROSA COUNTY	1,496,255	0.3%	9
Escambia	30,000	0.0%	1
Grand Total	**438,200,780**	**100.0%**	**368**

Analysis Performed by:
AmWINS Group, Inc.
4725 Piedmont Row Drive, Suite 600
Charlotte, NC 28210

Hurricane Hazard

Escambia County Locations in Blue



**Note: Colored areas of map show hurricane loss hazard as derived from actual RMS version 15.0 results. Dark colors exhibit higher loss potential than light colors when exposures with consistent values and characteristics are modeled.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15111 **County Administrator's Report 13. 10.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 11/01/2018
Issue: Authorization of Out-of-County Travel - 2018/2019 Annual Travel Schedule
From: Amy Lovoy, Assistant County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Authorization for Out-of-County Travel - 2018/2019 Board's Annual Travel Schedule - Amy Lovoy, Acting County Administrator

That the Board authorize and approve:

A. The out-of-County travel for any member of the Board, the County Administrator, and/or the County Attorney wishing to participate in the conferences/events, as noted on the 2018/2019 Annual Travel/Conference Schedule; and

B. The out-of-County travel expenditures (registration, hotel, airfare) for Commissioner-Elect Robert Bender to attend the 2019 Florida Association of Counties Legislative Conference, November 27-30, 2018, in Tampa, Florida.

[Funding Source: Fund 001, General Fund, Cost Centers 110101, 110302, and 110601, Object Codes 54001, 55401, and 55501]

BACKGROUND:

The attached conference/event schedule lists all conferences, workshops, and meetings that the Commissioners, County Administrator, and/or County Attorney may wish to attend during Fiscal Year 2018/2019. The Commissioners for District 2 and District 4 will be sworn into office on Tuesday, November 20, 2018 which doesn't provide adequate time to make travel arrangements with the Thanksgiving Holidays.

BUDGETARY IMPACT:

Travel expenditures for expenses associated with the 2018/2019 Annual Travel Schedule will come from funds budgeted within the appropriate Cost Center/Object Code for the traveler in FY 2018-19 budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Travel authorizations/reimbursements are in compliance with Florida Statutes, Chapter 112.061, "Per Diem and Travel Expenses" and the Board of County Commissioner's Policy "Out-of-County Travel.

IMPLEMENTATION/COORDINATION:

The Board of County Commissioners' Offices, the County Administrator's Office, and the County Attorney's Office will handle all of the travel details associated with the Annual Travel/Conference Schedule for 2018/2019.

Attachments

Annual Conference Schedule 2018-19

ANNUAL
TRAVEL/CONFERENCE SCHEDULE 2018-2019

DATE	ORGANIZATION	TYPE OF MEETING	LOCATION
November 28-30, 2018	Florida Association of Counties	Legislative Conference	Tampa, FL
February 6-8, 2019	2019 Florida Shore and Beach Preservation Association (FSBPA)	Annual Conference	St. Augustine Beach, FL
March 27, 2019	Florida Association of Counties	Legislative Day	Tallahassee, FL (Leon County)
March 2-6, 2019	NACo	Legislative Conference	Washington, DC
April 22-25, 2019	National Hurricane Conference	Annual Hurricane Conference	New Orleans, LA
May 12-17, 2019	Governor's Hurricane Conference	Hurricane Conference	West Palm Beach, FL
June 11-14, 2019	Florida Association of Counties	Annual Conference	Orlando, FL
July12-15, 2019	NACo	Annual Conference	Las Vegas, Nevada
September, 2019	Florida Association of Counties	Policy Conference	TBD
Various Dates	FCCMA	All meetings/conferences	TBD
Various Dates	Leadership Florida	All meetings/conferences	Various Locations
TBD	Gulf Power	Economic Symposium	TBD
TBD	Florida Department of Transportation	County Related Business	Various Locations
TBD	Florida Association of Counties	County Commissioner Certification Program	Various Locations
TBD	Florida Association of Counties	Advance Commissioner Certification Program	Various Locations
TBD	State of Florida	Any meeting related to the State of Florida (Legislative/Governor/FDOT/FDEP/FDOR, Lobbyist, etc.)	Various Locations
TBD	Greater Pensacola Chamber of Commerce	Chamber Fly-In	Washington, DC
TBD	Florida Association of Counties	Federal Fly-In	Washington, DC
TBD	Florida League of Cities	Legislative Conference	TBD
TBD	Florida Associations of Counties	Additional meetings that may come up.	TBD
TBD	ICMA	Annual/Legislative Conference	TBD
TBD	Emerald Coast Transportation Symposium	Transportation Symposium	TBD
TBD	Florida Shore and Beach Preservation Association (FSBPA)	Conferences/Meetings	Various Locations
TBD	Federal Lobbyist Meetings	Various Meetings	Washington, DC or Various Locations

NACo-National Association of Counties
FCCMA-Florida City County Management Association
FDOT-Florida Department of Transportation
FDEP-Florida Department of Environmental Protection
FDOR-Florida Department of Revenue
ICMA-International City/County Managers Association

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15040 **County Administrator's Report 13. 11.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 11/01/2018
Issue: Supplemental Budget Amendment #010 - Settlement Balance for Perdido Key Fire Station
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #010 - Stephan Hall, Budget Manager, Management & Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #010, General Fund (001), in the amount of $236,000, to recognize the remaining portion of the settlement regarding necessary repairs to the Perdido Key Fire Station due to various construction defects and to appropriate these funds to cover all repairs to the Perdido Key Fire Station (Project #19PF0419).

BACKGROUND:

The County has recieved settlement checks for necessary repairs to the Perdido Key Fire Station's drive way and retaining wall from the contracted builder due to construction defects. These funds are to be placed into General Fund Project # 19PF0419 - Perdido Key Fire Station Repairs, to remedy the issues noted in the settlement. The total settlement amount is $451,000 with $215,000 already being received and recognized.

BUDGETARY IMPACT:

This amendment will increase the General Fund Budget by $236,000 (Project #19PF0419).

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases and decreases to revenues to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA #010

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, Escambia County received insurance checks for necessary repairs to the Perdido Key Fire Station from the contracted builder due to construction defects in the facility, and these funds must be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2019:

General Fund	001
Fund Name	**Fund Number**

Revenue Title	**Fund Number**	**Account Code**	**Amount**
Litigation Settlements	001	369303	$236,000
Total			**$236,000**

Appropriations Title	**Fund Number/Cost Center**	**Account Code/ Project Number**	**Amount**
Repair & Maintenance	001 / 310204	54601 / 19PF0419	$236,000
Total			**$236,000**

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=OMB, ou=MBS, email=sdhall@myescambia.com, c=US
Date: 2018.10.19 10:02:55 -05'00'

OMB Approved

Supplemental Budget Amendment
#010

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14705 **County Administrator's Report 13. 12.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 11/01/2018
Issue: Contract Award for CEI (Construction, Engineering, Inspection) for South Old Corry Field Road Bridge Replacement and Sidewalk & Drainage Improvements
From: Paul Nobles, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Contract Award for CEI (Construction, Engineering, Inspection) for South Old Corry Field Road Bridge Replacement and Sidewalk & Drainage Improvements - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County and Mott MacDonald Florida, LLC, per the terms and conditions of PD 17-18.069, CEI (Construction, Engineering, Inspection) for South Old Corry Field Road Bridge Replacement and Sidewalk & Drainage Improvements, for a lump sum of $103,290.

[Funding: Fund 353, Local Option Sales Tax (LOST) IV; Cost Center 210106, Transportation and Drainage; Object Code 56301, Rehabilitation of Countywide Bridge System]

BACKGROUND:

The Scope of Work for this project is to provide limited construction, engineering, inspection and project management services for the bridge replacement portion of the project: South Old Corry Field Road Bridge Replacement (Site1) Project. This portion begins at Station 10+50.00 (Start of Sheet Piling) and ends at Station 15+85.00 (End of Sheet Piling). The consultant will provide limited construction, engineering, inspection, and project management services for the following work items located within this portion of the project:

A. All Bridge Work Operations (including erosion control, channel excavation, pile installation, footer installation, connection of precast bridge structure to footers, and riprap installation);
B. All required earthwork (including earthwork above precast bridge structure);

C. Sheet Pile Wall Installation; and
D. Drainage Pipes and Structures (including required backfill and compaction).

Request for Letters of Interest, PD 17-18.069, CEI (Construction, Engineering, Inspection) for South Old Corry Field Road Bridge Replacement and Sidewalk & Drainage Improvements, was publicly noticed on June 26, 2018 to two hundred twenty-nine known firms. Responses were received from three firms on July 10, 2018. Mott MacDonald was ranking #1 by the Selection Committee.

BUDGETARY IMPACT:

Funding: Fund 353, "LOST IV"; Cost Center 210106, Transportation and Drainage; Object Code 56301, Rehabilitation of Countywide Bridge System

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract, Form G: Consulting Services for Stand-Alone Services.

PERSONNEL:

All work associated with this recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts and Florida Statute 287.055, Competitive Consultants Negotiation Act.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney's Standard for of Contract, Form G: Consulting Services for Stand-Alone Services, as well as the Purchase Order.

Attachments

Original Solicitation
Solicitation Response
Register of Proposers
Committee Evaluation
Agreement

ESCAMBIA COUNTY FLORIDA

REQUEST FOR LETTERS OF INTEREST

SOUTH OLD CORRYFIELD ROAD BRIDGE REPLACEMENT & SIDEWALK & DRAINAGE IMPROVEMENTS CEI

Solicitation Identification Number PD 17-18.069

Letters of Interest Will Be Received Until:
11:59 p.m. CDT, July 10, 2018

Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32597-1591

Board of County Commissioners
Jeff Bergosh, Chairman
Lumon J. May, Vice Chairman
Steven Barry
Grover C. Robinson IV
Douglas B. Underhill

From:
Paul R. Nobles
Purchasing Manager

All requests for assistance should be made in writing when possible. Responses will be provided to all known submitters in writing. No verbal responses will be provided.

Assistance:
Jeff Lovingood
Purchasing Specialist
Phone: 850-595-4982
Email: JDLovingood@myescambia.com

Office of Purchasing
Matt Langley Bell III Building
213 Palafox Place
2nd Floor, Room 11.101
Pensacola, FL 32502

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening.

Escambia County Florida
Request for Letters of Interest
Proposer's Checklist
South Old Corryfield Road Bridge Replacement & Sidewalk & Drainage Improvements CEI
Solicitation Identification Number PD 17-18.069

How to Submit Your Proposal
Please review this document carefully. Offers that are accepted by the county are binding contracts. Incomplete proposals are not acceptable. All documents and submittals must be received by the office of purchasing on or before date and hour specified for receipt. Late proposals will be returned unopened.

The County has implemented a new Electronic Submittal Process, which requires the use of GovernmentForms.software®. This software, which generates and posts a customized version the Standard Form (SF) 330 along with the capability to upload other required items, can be downloaded at the following address: **http://submittals.myescambia.com/**

- GSA Standard Form 330 (**the following forms must be submitted in the order listed below**)
  - Part II **(update if already submitted)**
  - Part I

The remaining forms are PDF's to be uploaded

- Letter Of Interest
- Letter From Insurance Carrier as to Capacity to Provide a Certificate Of Insurance as Specified In the "Insurance Requirements"
- Certificate of Authority to do Business from the State Of Florida (Information Can Be Obtained at **http://www.sunbiz.org/search.html**)

Note: While the following forms are attached to this solicitation. They are provided as an example only. Use the forms listed on **http://submittals.myescambia.com/, General Information/Sample Forms/Required Items**, they are PDF Forms.

- Certification Regarding E-Verify System
- Truth in Negotiation Certification
- Sworn Statement Pursuant to Section 287.133 (3)(A), Florida Statutes, On Entity Crimes
- Drug-Free Workplace Form
- Information Sheet For Transactions and Conveyances Corporate Identification

The Following Submittals Are Required Upon Notice Of Award:

- Certificate Of Insurance

How to Submit a No Proposal

- If you do not wish to propose at this time, please respond to the Office of Purchasing providing your firm's name, address, a signature, and a reason for not responding in a sealed envelope. This will ensure your company's active status in our vendor's list.

This form is only for your convenience to assist in filling out your proposal. Do not return with your proposal.

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I. INFORMATION PACKAGE

South Old Corryfield Road Bridge Replacement & Sidewalk & Drainage Improvements CEI
Solicitation Identification Number PD 17-18.069

Purpose

Scope of Services

The Scope of Work for this project is to provide limited construction, engineering, inspection and project management services for the bridge replacement portion for the following portion of the project: SOUTH OLD CORRYFIELD ROAD BRIDGE REPLACEMENT (SITE 1). This document gives the Consultant the same responsibility as Escambia County when administering this County construction project contracts. The administration of the bridge installation in the SOUTH OLD CORRYFIELD ROAD BRIDGE REPLACEMENT (SITE 1) will be conducted by the Consultant in full cooperation with Escambia County. Escambia County will have the final word in regards to challenges of Consultant authority by the contractor or decisions made by the Consultant regarding the work. The goal of Escambia County and the Consultant should be to administer the contract in a highly professional manner, conducive to a cooperative relationship between the Consultant, Contractors, and Escambia County, and to complete the work on budget and on time with minimum inconvenience and maximum safety for the public.

The responsibilities of the Consultant on this project are, but not limited to:

1. Erosion Control Conferences: Prepare for and conduct the Erosion Control Conference. Address and resolve all issues that arise at the meetings with appropriate offices, agencies and divisions. Prepare and distribute detailed minutes of the meeting. The Escambia County project manager will schedule the meeting and provide the time/place to the inspection personnel.

2. Attend Bi-Weekly Meetings: Prepare the agenda, attend, and conduct a meeting every other week (or as needed) with Escambia County personnel, Contractor, Sub-Contractors, Utility personnel and other agencies affected by the project. Be prepared to discuss recent progress, upcoming events, the schedule, and problems associated with the project. Record significant information revealed and discussed at the meeting. Distribute written minutes to the appropriate agencies. The Escambia County project manager will provide updated construction schedule to inspection personnel for the project.

3. Project Administration: Provide project administration and coordinate with the assigned Project Coordinator. Prepare for, cooperate with, and assist auditors who may be assigned to review project records, payments, reports, etc. Provide ample inspectors and assistance to adequately oversee all work being done on the contract. Monitor contractor's hours worked and materials on the project and verify all pay requests for

accuracy. Prior to starting work, submit to Project Coordinator a listing of personnel assigned to the project for review and approval. In addition, a list of persons with emergency phone numbers should always be supplied to the Project Coordinator and be available at any time in the case of an emergency on the project. The Consultant should also obtain from the Contractor a list of personnel that will be responsible for any occurrence that may arise on the project, for the life of the project.

4. Provide Bridge Construction Inspection: Provide effective and qualified supervision of all inspection services being conducted by Prime Contractor and Sub-Contractors. All field technicians must be certified as required by the Escambia County Technical Specifications for the types of work to be performed including training certifications/records as applicable. In accordance with the construction plans of the bridge portion of the project, the PDA, pile capacities, pile driving criteria, foundation design, and vibration monitoring requirements are established by the County Consulting Geotechnical Engineer or Contractor's provided Geotechnical Engineer.

- Review Contractor's Pile Installation Plan and provide comments to the Project Engineer and to the PM within five (5) working days of the Contractor's submittal.
- Perform Wave Equation Analysis for Piles (WEAP) to determine suitability of hammer driving system for the project. Provide results (check stresses, design capacity, and ultimate capacity) to the PM within five (5) working days of the Contractor's submittal.
- Ensure dynamic testing performed (per the contract documents and when deemed necessary by the PM) during initial driving and re-drives.
- Furnish final written letters, signed and sealed, in the agreed format for production pile lengths and the driving criteria. The driving criteria letter must include blow count criteria, special requirements and limitations on settings (strokes/energy) to limit the stresses per the Specifications. Include recommendations as to what to consider firm driving when applicable, to obtain the required minimum penetration.
- Provide recommendations for additional or intermediate piles when production piles fail to meet load criteria when driven to maximum production depth, as needed to achieve the EOR or Bridge Manufacturers minimum footer load requirements.

5. Conduct Field Surveys (if needed): Verify surveying services to obtain original, final, as well as, progress estimate quantities for payment of all earthwork pay items to the Contractor. Be prepared to justify quantities in case of discrepancies between the Contractors and Project Coordinator. Upon request, check construction layout when deemed necessary by the Project Coordinator.

6. Supplemental Agreements/Construction Changes: Notify the Project Coordinator of the necessity of any Supplemental Agreements/Construction Changes. Negotiate prices for additional pay items with the Contractor while adhering to the "Average Unit Price" listing when possible. Coordinate acceptance of prices with the Project Coordinator.

8. Quality Assurance, Testing for Acceptance, and Training (as applicable): Copies of all certifications should be filed in the project records for review by Escambia County at any time. Any temporary waivers of certification or licensing will be reviewed by Escambia County for the final decision. Provide certification training to Consultant personnel for all necessary field-testing and inspection. Monitor the testing provided by the Contractor in the field as defined in the Contract, Plans or Specifications. Document Consultant testing on standard forms provided by Escambia County and distribute as required. Monitor documentation of testing by the Contractor. Field test verification by the Consultant includes, but is not limited to, all asphalt related testing to include asphalt plant inspection and all concrete related testing for acceptance by Escambia County, nuclear density testing of earthwork, base stone, asphalt, structural backfill and pipe backfill as defined in the Escambia County Technical Specifications and Escambia County's sampling and testing schedule. The Consultant will also verify aggregate analysis and moisture testing for roadway embankment and base stone materials as defined in the Escambia County Technical Specifications and Escambia County's sampling and testing schedule. (Note: All tests normally performed by Escambia County personnel will be performed by the Consultant.) Also, Consultant's responsibilities include, the random checking of application rates, dimensions and bearings to assure conformance to the Plans and Specifications. In case of notification of defective concrete as defined in the Specifications, the Consultant will submit the initial information on forms supplied by Escambia County and will receive the final disposition of the material after review. Certifications of material submitted by the Contractor will be reviewed by the Consultant for conformity to the Project Specifications. The certification documents submitted to Escambia County will also be reviewed for completeness and conformance to the Escambia County's standard form of submission. A Final Materials and Tests Certification will be submitted to Project Coordinator with the Final Records.

9. Progress Payments: The Consultant will document and assemble accurate quantities for Monthly Progress Payments to the Prime Contractor from actual project field records, as directed by Special Provisions in the contract, from Supplemental Agreements/Construction Changes. The quantities for payment will be referenced to field records prior to submission for payment. Test reports will be on file prior to payment. The Project Coordinator must approve any waiver of testing documents prior to payment. Pay quantities will be submitted to the Project Coordinator for review and payment. Payments for stockpiled material may be made as defined in the Escambia County Technical Specifications and approved by the Project Coordinator. Copies of approved Sub Contractors should be on file prior to the first Progress Payment.

10. Revisions to the Contract Plans: Any revisions to the contract plans or cross sections will be submitted to the Project Coordinator for review and processing.

11. Distribution of Correspondence: Submit to the Project Coordinator a copy of all correspondence between the Consultant, Contractor, Sub Contractors, or others concerning matters related to the project. Maintain an electronic file of all correspondence for submission with the project Final Records.

12. Inspection of Work (as applicable): Provide limited inspection services for conformance to Plans and Specifications for the footing and bridge structure, and associated items that are being incorporated into the bridge portion of the project. Observe, measure and record all quantities for payment. Record field measurements in project records for review by Escambia County or auditors. The records will be recorded on a standard form (field book) supplied or defined by Escambia County and/or on field inspection forms to be submitted to Escambia County. Check traffic control daily, and additionally as required or requested. Notify the contractor of deficiencies or problems immediately. Document weekly (or as often as required) project traffic control on forms supplied by Escambia County and distribute as required. Inspect daily erosion control items for conformance to the plans as well as effectiveness in the field. Notify the contractor of deficiencies. Prepare to justify any and all pay quantities in the case of questions from the contractor or Escambia County. Prepare an accurate daily diary, signed by the inspector, consisting of, but not limited to:

- A record of the contractors on the project
- Their personnel (number and classification)
- Equipment (number and type or size) arriving to or leaving the project, idle equipment
- Location and work performed by each Contractor or Subcontractor
- Orders given to the Contractor
- Events of note on the project
- Accidents on the project and any details surrounding the accident such as police report number, fatalities, causes, time, etc. Obtain a copy of the police report for the project records whenever possible.
- Weather, amount of precipitation, temperature at morning, noon, and evening, cloudy, clear, etc.
- Days charged, with explanation if not charged
- Any other details that may be important later in the project life to verify the work performed:
    - Detailed notes of work locations and days onsite.
    - A digital video of the site/areas where work is to be performed prior to construction.
    - Photo documentation of work areas before, during, and after construction.
    - Backup for material hauled away from the site, including type of materials, size of the load, and final disposal site location.
    - Documentation of load tickets and material purchase.
    - Field Measurements to verify quantities of work both before and after work is performed. Major discrepancies should be coordinated with the County/Engineer prior to work being performed.
    - Any other documentation which provides a way for the CEI to verify the quantities of work performed.

13. Reports: There are numerous reports, documents, etc., that shall be generated in the process of Contract Administration. Submit a formatted (Escambia County standard format) of selected project records to Project Coordinator after project completion. Any

questions regarding the requirements shall be forwarded to the Project Coordinator for clarification**.**

14. Final Records: Submit a final estimate (electronic format) for the project at this time. Coordinate Consultant hours after project completion with the Project Coordinator for approval.

15. Project Claims: Prepare documentation and assist in the defense of Escambia County, when requested, in preparation for Claims or possible Claims resulting in the execution of the contract.

16. Utilities: Utility relocations are included in this contract. The CEI should ensure that the Contractor follows Sunshine One protocol before digging.

17. Plan Review: Review submitted shop drawings from the design engineers prior to construction for completion, comments, concerns and observations.

18. Citizen Interface: Consultant will act as primary point of contact for citizen comments, inquiries and complaints for this construction project.

19. OTHER SERVICES:

Upon written request, the Consultant will perform additional services for the project not otherwise identified in this Agreement. The following items are not included as part of this Agreement, but may be required by the County to supplement the Consultant services under this Agreement.

- Assist in preparing for arbitration hearings or litigation that occurs during the Agreement time in connection with the construction project covered by this Agreement.
- Provide qualified engineering witnesses and exhibits for arbitration hearings or litigation in connection with the Agreement.
- Provide bridge inspection services in addition to those provided for in this Agreement including vibration monitoring supervision
- Provide services determined necessary for the successful completion and closure of the Bridge Construction portion of the contract.

Initial Conceptual Design estimate = $223,650.00
Initial Conceptual Construction Estimate = $3,195,000.00

Anticipated Disciplines (Function Codes SF 330) for this project

Code	Description
02	Administrative
12	Civil Engineer
15	Construction Inspector
16	Construction Manager
18	Cost Engineer/Estimator

40	Materials Engineer
48	Project Manager
60	Transportation Engineer
61	Value Engineer

Anticipated Experience Categories (Profile Codes SF 330) for this project

Code	Description
C08	Codes; Standards; Ordinances
C15	Construction Management
H07	Highways; Streets; Airfields Paving; Parking Lots
T02	Testing and Inspection Services
T03	Traffic and Transportation Engineering
T04	Topographic Surveying and Mapping

II. INSTRUCTIONS TO SUBMITTERS

Firms desiring to provide described Professional Services shall submit one (1) electronic copy of your firms Letter of Interest containing all of the requested information no later than the date and time listed on the cover sheet. Submittals delivered late shall not be accepted or considered. No exceptions will be made.

A. Government Forms Software: http://submittals.myescambia.com/

All information requested must be submitted. Failure to submit all information may result in a lower evaluation of the proposal. Letters, which are substantially incomplete or lack key information, may be rejected by the County at its discretion. The selection of the short listed firms will be based on the information provided in the submittal.

The submittals shall be in the GSA Standard Form (SF) 330 format with one additional section as described below (include in Letter of Interest). No other format will be acceptable.

Information submitted with your letter of interest should include documentation to demonstrate your firm's qualifications and abilities to provide the scope of services. The submittal should include sufficient information to permit a clear understanding of similar past projects, especially in Florida, staff experience and abilities, and any other additional, pertinent details to describe the team's capabilities.

A committee will review the information submitted and short-list the firms. On-site presentations, interviews, and or discussions will be requested of a short list of three or more firms. Once all review is complete, the short-listed firms will be ranked by the selection committee with the top ranked firm being scheduled for negotiations.

Award(s) resulting from this solicitation shall be subject to the provisions of Chapter 1-9-5, CONSULTANTS of the Ordinances of Escambia County and Procedure PP-250 VENDOR PERFORMANCE EVALUATIONS of the Purchasing Policies and Procedures of Escambia County.

The following policy will apply to all methods of source selection:

B. CONDUCT OF PARTICIPANTS

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

Definitions

Blackout period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

Sanctions

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

(a) Rejection/disqualification of submittal
(b) Termination of contracts; or
(c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

C. IDENTIFICATION OF SUBCONSULTANTS/CHANGES AFTER THE FACT

After delivering an initial proposal in response to this solicitation, all submitters are prohibited from substituting, modifying, or amending those sub-consultants identified in the initial written submittal at any time during the course of the solicitation process up to the final award of contract and including question and answer sessions, presentations or technical clarifications and submittals as may be required by the Review/Selection Committee. A substitution or addition of sub-consultants or any other material changes to the submittal after the initial response will cause the submittal to be invalid for review and selection purposes.

D. FLORIDA EXECUTIVE ORDER 11-116 COMPLIANCE

III. FIRMS' EVALUATIONS AND SELECTION

The County shall follow the procedures of the Consultants' Competitive Negotiation Act, Title XIX, Chapter 287, Section 055 of the Florida Statutes. The selection committee shall consider such factors as:

	Points Available
Experience with providing bridge CEI services and the reporting criteria to go with them. Must submit at least two projects which have been completed with either Escambia County or FDOT.	50
Availability of FDOT certified personnel to perform the following work: a. Asphalt Roadway Technician b. Concrete Technician c. Concrete Inspection (Bridges) d. Pile Driving Inspection e. Grouting Technician f. Soils and Aggregate Technician g. Earthwork Technician h. Advanced MOT Certified i. SWPPP Certified Personnel certifications must be attached.	25
Firm's ability to respond in a timely and acceptable manner to circumstances that may arise involving the project.	25

TOTAL: 100 points

Award(s) resulting from this solicitation shall be subject to the provisions of Chapter 1-9-5, CONSULTANTS of the Ordinances of Escambia County and Procedure PP-250 VENDOR PERFORMANCE EVALUATIONS of the Purchasing Policies and Procedures of Escambia County.

IV. SCHEDULE

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

Mailing Date of Proposals	**June 25, 2018**
Letters of Interest Due Date	**11:59 PM, CDT, July 10, 2018**
Short-Listing Meeting	**3:30 PM, CDT, July 17, 2018**
Discussions, Ranking Meeting	**1:00 PM, CDT, July 24 , 2018**
Written Scope Due to Committee for Review	**August 1, 2018**
Fee Proposal Due to Committee for Review	**August 13, 2018**
1st Negotiations with First Ranked Firm	**1:00 PM, CDT, August 14, 2018**
2nd Negotiations with First Ranked Firm	**If Required, 2:30 PM, CDT, August 21 , 2018**
Board of County Commissioners Approval	**September 6, 2018**

Note: Per Florida Statute 119.071, General exemptions from inspection or copying of public records 2. Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

Public Records of this solicitation will not be available until **August 10 , 2018.**

V. SUBMITTAL REQUIREMENTS

The County has implemented an Electronic Submittal Process that utilizes GovernmentForms.software® (GFS) to generate a customized version of the Standard Form (SF) 330 in a specific format. Other items shall be in PDF format and must be submitted by electronic upload via GFS or manually via the County's web site at http://submittals.myescambia.com/

Required items are described below (**The following forms must be submitted electronically in the order listed below**):

1. **Update Standard Form (SF) 330 – Part II (GFS format)**
   For those firms that have already provided an SF 330 Part II update as required

   Note: The wording on the form can't be changed, but include information as though

the listing reads as follows:

11. ~~ANNUAL AVERAGE~~ PROFESSIONAL SERVICES REVENUES INVOICED AND PAID BY ~~OF~~ FIRM FOR LAST 3 YEARS

11. a. ~~Federal~~ Escambia County Florida Board of County Commissioners
11. b. ~~Non-Federal~~ Non-Escambia County Florida Board of County Commissioners Work

2. Standard Form (SF) 330 – Part I (GFS format)

Generated by GovernmentForms.software®, includes:

- Standard Form (SF) 330 - Part I, Section A-C
- Standard Form (SF) 330 - Part I, Section D
  - For each individual shown on the organizational chart list the following:
    - Name
    - Position relative to the project
    - Firm
    - Position in the firm
- Standard Form (SF) 330 - Part I, Section E
  Page Limit: 20 pages/resumes
- Standard Form (SF) 330 - Part I, Section F
  Page Limit: 10 pages/projects
- Standard Form (SF) 330 - Part I, Section G
  Page Limit: 1 page
- Standard Form (SF) 330 - Part I, Section H
  - The firm should provide three (3) examples of projects for government entities/municipalities indicating experience in the following:
    - Past Performance:
      - Provide at least three (3) samples showing performance records for the past five (5) years. Records should indicate:
        - Performance record
        - Background Experience
        - Technical Expertise
  - Current Work
    - Proposers shall list all currently active contracts or task orders with the following:
      - Escambia County, Florida,
      - Other Government Entities,
      - Private, and provide the following relative information
        - Contract or Task Order name
        - Current status
        - Costs
          - Original cost, to include any change orders
          - Remaining balance
  - Proposers shall list any work which their organization failed to complete in the last five (5) years and describe the when, where, how and why of such

failure.

- Proposers shall list any officer or partner of their team who in the last five (5) years failed to complete a contract handled in his/her name and to discuss the reasons thereof.
- Proposers shall list any lawsuits in which their team (firms and individuals) is involved relative to services performed or failed to perform over the last five (5) years

Proposers shall include any additional information to represent your firm for consideration

3. **Letter of Interest (PDF format)**
   Letter of Interest prepared by a corporate officer or principal of the firm authorized to obligate the firm contractually (Page Limit: Total Letter of Interest length shall not exceed 20 pages).

   Documents
   The following forms are PDF's to be uploaded
   - Letter Of Interest
   - Letter From Insurance Carrier as to Capacity to Provide a Certificate Of Insurance as Specified In the "Insurance Requirements"
   - Certificate of Authority to do Business from the State Of Florida (Information Can Be Obtained at **http://www.sunbiz.org/search.html**)
     Note: While the following forms are attached to this solicitation. They are provided as an example only. Use the forms listed on **http://submittals.myescambia.com/, General Information/Sample Forms/Required Items**, they are PDF Forms.
   - Certification Regarding E-Verify System
   - Truth in Negotiation Certification
   - Sworn Statement Pursuant to Section 287.133 (3)(A), Florida Statutes, On Entity Crimes
   - Drug-Free Workplace Form
   - Information Sheet for Transactions and Conveyances Corporate Identification

No additional information is to be included in the Letter of Interest.

Note: Failure to provide the information listed above could be reason for deeming a firm non-responsive.

Certification Regarding E-Verify System

Contractor hereby certifies compliance with the following:

Pursuant to State of Florida Executive Order No.: 11-116, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Contractor while performing work or providing services for Escambia County. Contractor shall also include in any related subcontracts a requirement that subcontractors performing work or providing services for Escambia County on its behalf utilize the E-Verify system to verify employment of all new employees hired by subcontractor.

CONTRACTOR:

_____
Business Name

By: _____
Signature

Name: _____
Printed

Title: _____
Printed

Date: _____

TRUTH IN NEGOTIATION CERTIFICATION

For any lump-sum or cost-plus-a-fixed-fee professional service agreement over $60,000 the Agency requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal.

The Consultant hereby certifies, covenants and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement will be accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Agency determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the agreement. For purpose of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Agency, whichever is later.

_____
Name of Consultant

By: _____
Authorized Signature

_____
Date

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(print name of the public entity)

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is

_____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or
   b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order).**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(signature)

Sworn to an subscribed before me this_____ day of _____, 20_____

Personally known _____ _____
OR produced identification_____ Notary Public - State of_____

_____ My commission expires_____
(Type of identification)

_____
(Printed typed or stamped commissioned name of notary public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statue 287.087 hereby certifies that _____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph One (1).

4. In the statement specified in Paragraph One (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or please of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check One:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____
Offeror's Signature

_____
Date

Information Sheet
for Transactions and Conveyances
Corporation Identification

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:
President_____ Secretary: _____

Vice President: _____ Treasurer: _____

Director: _____ Director: _____

Other: _____ Other: _____

Name of Corporation (As used in Florida):
_____
(Spelled exactly as it is registered with the state or federal government)

Corporate Address:
Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Federal Identification Number: _____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for Company: _____ **E-mail:** _____

Telephone Number: _____ **Facsimile Number:** _____

Name of individual who will sign the instrument on behalf of the company:

_____

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

_____

END

_____

Verified by: _____ Date: _____

STANDARD PROFESSIONAL CONSULTING SERVICES CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN ESCAMBIA COUNTY

AND

_____

FORM G: CONSULTING SERVICES FOR STAND-ALONE PROJECTS

(Revised June 2016)

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AGREEMENT

THIS AGREEMENT is made and entered into this ___th day of _____, 201_, by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "the County"), whose address is 221 Palafox Place, Pensacola, Florida 32502, and _____, a for-profit corporation authorized to transact business in the State of Florida, whose address is _____, (City), (State) (Zip), and whose Federal tax identification number is XX-XXXXXXX (hereinafter referred to as the "Consultant").

ARTICLE I
DEFINITIONS AND IDENTIFICATIONS

For purposes of this Agreement and the various covenants, conditions, terms, and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are, therefore, agreed upon by the parties.

1.1 BOARD OF COUNTY COMMISSIONERS: The Board of County Commissioners of Escambia County, Florida, means the governing body of the Escambia County Government.

1.2 CONSULTANT: _____ is the Consultant selected to perform professional services pursuant to this Agreement.

1.3 CONTRACT ADMINISTRATOR: Whenever the term "Contract Administrator" is used herein, it is intended to mean (Name), (Title), (Department). In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

1.4 CONTRACT SERVICES: The intent of this Contract is to make available certain professional consultant services to Escambia County as outlined herein.

1.5 COUNTY: Escambia County is a body corporate and politic and a political subdivision of the State of Florida.

1.6 LUMP SUM COMPENSATION: Lump sum computation refers to the method of payment under this Agreement for the professional services of the Consultant.

1.7 NOTICE TO PROCEED: A Notice to Proceed is the written authorization issued by the County or the Contract Administrator to commence the Project.

1.8 PROJECT: It is the intent of this Agreement that the Consultant provide to the County certain professional services for _____.

ARTICLE 2
PREAMBLE

In order to establish the background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

2.1 Under this Agreement, Escambia County will budget funds during Fiscal Year(s) XX-XX in the amount of _____ ($_____) for this Project.

2.2 The Board of County Commissioners has met the requirements of the Consultants' Competitive Negotiation Act, as contained in Section 287.055, Florida Statutes, as amended, and has selected the Consultant to perform the services hereunder.

2.3 Negotiations pertaining to the services to be performed by the Consultant were undertaken between Consultant and a committee selected by the Board of County Commissioners, and this Agreement incorporates the results of such negotiation.

ARTICLE 3
SCOPE OF WORK

The Consultant will provide certain professional consultant services for the tasks outlined in Escambia County's Request for Letters of Interest (RLI) in Specification No. PD XX-XX.XXX, _____, and as represented in the Consultant's Letter of Interest response to PD XX-XX.XXX, subsequent interview, and proposal presentation. In the event of a conflict between the terms of the proposal and this Agreement, the terms of this Agreement shall prevail.

3.1 The basic services to be provided are set forth in Exhibit "A," attached hereto and incorporated by reference herein, and unless otherwise specified, such services shall be completed in accordance with the standard care in the profession at the time such services are rendered.

3.2 Such services, generally, shall include those services performed by a consultant, its employees, and subcontractors, as more specifically enumerated in the Scope of Work of Exhibit "A" and any other services specifically included therein.

3.3 The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Agreement. The consultant shall, without additional compensation, correct or revise any errors or omissions in its designs, drawings, specifications, and other services furnish pursuant to the Agreement.

(a) Neither the County's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent

performance of any of the services furnished under this Agreement.

(b) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies provided by law.

(c) If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

3.4 The Consultant shall accomplish the design services required under this Agreement so as to permit the award of a contract at a price that does not exceed the estimated construction contract price as set forth in paragraph (b) below. When bids or proposals for the construction contract are received that exceed the estimated price, the Consultant shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this Agreement. However, the Consultant shall not be required to perform such additional services at no cost to the County if the unfavorable bids or proposals are the result of conditions beyond its reasonable control.

(a) The Consultant will promptly advise the County if it finds that the project being designed will exceed or is likely to exceed the funding limitations, and it is unable to design a usable facility within these limitations. Upon receipt of such information, the County will review the Consultant's revised estimate of construction cost. The County may, if it determines that the estimated construction contract price set forth in this Agreement is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (b) below, or the County may adjust such estimated construction contract price. When bids or proposals are not solicited or are unreasonably delayed, the County shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the funding limitation. In the event the county increases the amount in (b) below the compensation to the consultant may be increased equitably.

(b) The estimated construction contract price for the project described in the Agreement is $_____.

3.5 The Consultant may be liable for County costs resulting from negligent, reckless or intentionally wrongful errors or omissions in designs furnished under this Agreement, or failure to timely perform its services under this Agreement. Therefore, when a modification to a construction contract is required because of a negligent, reckless or intentionally wrongful error or omission in the services provided under this Agreement, the County (with the advice of technical personnel and legal counsel) shall consider the extent to which the Consultant may be reasonably liable. The County shall enforce such liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in the County's interest.

ARTICLE 4
TIME FOR PERFORMANCE

4.1 The schedule for completion of the Consultant's services shall be in accordance with Exhibit "B," which is attached hereto and made a part hereof. Such schedule may be modified from time to time upon the mutual consent of the County and the Consultant.

4.2 These services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Consultant's schedule for the performance of its services shall include allowances for periods of time required for the County's review and for its approval of submissions by the Consultant. Time limits established by this schedule, which are hereby approved by the County, shall not be exceeded by the Consultant, except for reasonable cause.

4.3 Prior to beginning the performance of any basic services under this Agreement, the Consultant must receive in writing a Notice to Proceed from the Contract Administrator.

ARTICLE 5
COMPENSATION AND METHOD OF BILLING AND PAYMENT

5.1 COMPENSATION: The County agrees to pay the Consultant, as compensation for its services under Section 3.1 of this Agreement, an aggregate fee for certain project tasks pursuant to the fee schedule set forth in Exhibit "C," attached hereto and made a part hereof. At the completion of each task, the Consultant will be compensated by a lump sum amount, which has been negotiated for that task, unless otherwise mutually agreed to by the parties hereto. The total fee for all such services, to be performed by the Consultant, including costs, direct expenses, and any other charges described in Section 5.3, is to be paid as follows: A lump sum amount of _____ ($_____). Final payment will be subject to approval by the Board of County Commissioners.

5.2 FEE SCHEDULE: The "fee schedule," as used herein, shall mean the charges shown in Exhibit "C" for certain tasks to be performed by the Consultant. Such fees shall include, all inclusively the Consultant's salaries of professional and administrative staff, sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, unemployment compensation insurance, retirement benefits, medical and insurance benefits, air travel, auto travel, telephone, facsimile, reproduction costs, other routine overhead expenses, profit, and all other expenses of every type.

5.3 DIRECT EXPENSES: Direct expenses are those expenses directly attributable to the Project, which will be exclusively borne by Consultant, and are included in its aggregate fee, they shall include, but not be limited to, the following:

(a) Transportation expenses in connection with the Project.
(b) Living expenses in connection with travel and any other travel expenses.
(c) Long distance communications and other miscellaneous budget expenses.
(d) Cost of printing plans, drawings, and specifications which are required by or of the Consultant to deliver the services set forth in this Agreement. The Consultant agrees and understands that it will furnish to the County two (2) sets of all Project plans, reports, and specifications in a bound format acceptable to the County.
(e) Cost of any software or hardware used or developed for the Project, including CAD/CADD time.

5.4 METHOD OF BILLING AND PAYMENT:

(a) For lump sum contracts, the Consultant may submit bills to the County at the completion and approval of each task or at the partial completion of a task on a pro-rata basis. However, requests for payment shall not be made more frequently than once a

month. The Consultant shall submit such monthly statements identifying the nature of the work performed.

Calculations shall be made monthly of the amount and value of the work accomplished and services performed by the Consultant which meet the standards of quality established under this Agreement. The estimates shall be prepared by the Consultant and accompanied by such supporting data as required by the Contract Administrator.

(b) The County agrees that it shall pay the Consultant within forty five (45) business days of receipt of the Consultant's statement provided that the invoice is correct and is consistent with the terms of this Agreement.

(c) Payments under this Agreement and interest on any late payments shall be governed by the Florida Prompt Payment Act, §§ 218.70, et seq., as amended.

5.5 NOTICES:

(a) Any notice, invoice, payment, or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or other private courier service, such as Federal Express.

(b) Unless otherwise notified in writing of a new address, notices, payment, and invoices shall be made to each party at the below listed addresses. Rejection, or other refusal by the addressee to accept, or the inability of the courier service, or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

(c) Payments and Notices to the Consultant shall be made to:

_____
_____
_____

(d) Invoices to the County shall be sent to:

_____
_____
_____
Pensacola, Florida _____

Notices to the County shall be sent to:

_____
County Administrator
P.O. Box 1591
Pensacola, Florida 32597-1591

ARTICLE 6
ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK

6.1 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work to be provided under this Agreement. Such changes must be in accordance with the procurement policies of the County and must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to

any deviation from the terms of this Agreement, including the initiation of any extra work.

ARTICLE 7
COUNTY'S RESPONSIBILITIES

7.1 The County shall furnish to the Consultant, as required for performance of the Consultant's basic services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to this Project.

7.2 The County shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform its services.

7.3 Within a reasonable time so as not to delay the services of the Consultant, the County shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor, or other Consultants, as the County deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

7.4 The County shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

7.5 The County shall give prompt written notice to the Consultant whenever the County observes or otherwise becomes aware of any development that affects the scope of timing of the Consultant's services, or any defect in the work of the Consultant.

ARTICLE 8
CONSULTANT'S RESPONSIBILITIES

8.1 QUALITY OF SERVICES:

(a) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished pursuant to this Agreement.

(b) To that end, the Consultant shall correct or shall revise, without additional compensation, any errors or omissions in its work product or shall make such revisions as are necessary as the result of the failure of the Consultant to provide an accurate, more efficient, and properly constructable product in its designs, drawings, specifications, or other services.

(c) The County's review/approval/acceptance of or payment for the services required by this Agreement shall NOT be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. Additionally, the Consultant shall be and remain liable to the County in accordance with applicable law for

all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(d) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies otherwise provided by law.

8.2 CONSULTANT PROFESSIONAL REGISTRATION AND CERTIFICATION:

(a) The design services provided to the County by the Consultant shall be certified by professional consultants registered to practice and in good standing in the State of Florida. Any project inspection services also shall be reviewed and shall be approved by such professional consultants.

(b) The survey services provided to the County by the Consultant shall be certified by professional land surveyors registered to practice and in good standing in the State of Florida.

(c) Permit applications to State and Federal agencies prepared by the Consultant shall be signed and shall be sealed by the Consultant, as the project's Consultant of Record. For all such permit applications, post-construction certification also shall be made by the Consultant to the appropriate State or Federal permitting agency.

ARTICLE 9
GENERAL PROVISIONS

9.1 OWNERSHIP OF DOCUMENTS:

(a) Drawings, specifications, design, models, photographs, reports, surveys, and other data, including intellectual property of any type or description, produced by the Consultant in connection with this Agreement are and shall remain the property of the County whether the Project for which they were made is completed or not. Such ownership also shall include any electronic files developed or created of such documents.

(b) When such documents are provided to other parties, the Consultant shall ensure return of the County’s property by collecting, if appropriate, a deposit equal to the cost of reproduction. Such deposit shall be returned if the documents are timely returned in a useable condition. Otherwise, such deposit shall be retained by the Consultant.

9.2 TERMINATION:

(a) This Agreement may be terminated by either party for cause, or by the County for convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including all reimbursable expenses then due or incurred to the date of termination.

(b) Termination for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement.

(c) In no event shall a termination for convenience by the County be deemed a default,

and any such termination shall not subject the County to any penalty or other claim for damages. If the Consultant abandons this Agreement or causes it to be terminated, the Consultant shall indemnify the County against any loss pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the Project. All finished or unfinished documents, data, studies surveys, drawings, maps, models, photographs, and reports prepared by the Consultant shall become the property of the County and shall be immediately delivered by the Consultant to the County.

(d) Vendor suspension or debarment proceedings brought by County pursuant to Chapter 46, Article II, Division 2, Section 46-102, Escambia County Code of Ordinances, shall be grounds for immediate termination of this Agreement.

9.3 RECORDS:

(a) The Consultant shall keep such records and accounts and shall require any subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement and any expenses for which the Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County, and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of any fees or expenses based upon such entries.

(b) The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. The Consultant shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. The Consultant 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, Consultant agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Consultant and its surety, if any, seven (7) days written notice, during which period the Consultant still fails to allow access to such documents, terminate the employment of the Consultant. In such case, the Consultant shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Consultant (excluding monies owed the Consultant for subcontractor work).

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

9.4 NO CONTINGENT FEES: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

9.5 SUBCONTRACTORS: The County approves the use of subcontractors by the Consultant. In the event the Consultant, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, it must secure the prior written approval of the County for employment of such subcontractors.

9.6 ASSIGNMENT: This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Consultant, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

9.7 HOLD HARMLESS AND INDEMNIFICATION OF COUNTY:

The Consultant agrees to hold harmless and indemnify the County and its agents, officers, and employees from all liabilities, damages, losses, and costs, including attorneys' fees and paralegals' fees, incurred by County to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Consultant, or by any other person for whom the Consultant is legally liable. Consultant's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm or corporation to whom any portion of the Work is subcontracted by Consultant, and Consultant shall not be required to indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's and paralegal fees.

County and Consultant agree one percent (1%) of the Contract Amount paid by County to Consultant shall be given as separate consideration for this indemnification, and any other indemnification of County by Consultant provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Consultant by Consultant’s acceptance and execution of the Agreement.

Consultant agrees that such indemnification by the Consultant relating to any matter which

is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter. The Consultant's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9.8 INSURANCE: The Consultant is required to carry the following insurance:

(a) Commercial General Liability with $1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Professional Liability coverage with $1,000,000 minimum limit, except where the estimated construction contract price for the project described in the Agreement is greater than $5 Million dollars, the minimum limit of professional liability coverage shall be equal to 25% of the estimated construction contract price for the project. Said coverage shall be continuously maintained and in effect for a period of not less than **five (5) years** from the effective date of this Agreement. The policy limit of liability shall not include legal fees and other defense costs. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the effective date of this Agreement and shall not be advanced.

If at any time during the aforementioned policy period there should be a cancellation, non-renewal, or lapse in coverage, professional liability coverage shall be extended for the remainder of the five year period with a supplemental extended reporting period (SERP) endorsement to take effect upon expiration of the policy period referenced above. The limits of liability applicable to the SERP coverage shall be equal to the limits of liability applicable to the policy referenced above and to which the endorsement attaches.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Consultant, as defined in Section 1.2, consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be a minimum financial size of VII, according to the latest edition of the A.M. Best Key Rating Guide. An A or better Best Rating is referred; however, other ratings if "Secure Best Ratings" may be considered. Liability policies shall be underwritten on the occurrence basis, except the professional and environmental impairment coverage may be provided on a claims made basis. Escambia County and the Board of County Commissioners shall be "additional insured's" on all liability policies (except professional liability). Certificates of insurance shall be provided to Joe Pillitary, Purchasing Manager, P.O. Box 1591, Pensacola, Florida 32597-1591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County

and the Board of County Commissioners also shall be the certificate holders.

9.9 REPRESENTATIVE OF COUNTY AND CONSULTANT:

(a) It is recognized that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon request by the Consultant, shall designate and shall advise the Consultant in writing, persons to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

(b) The Consultant shall inform the Contract Administrator in writing of the representative of the Consultant to whom matters involving the conduct of the Project shall be addressed.

9.10 ALL PRIOR AGREEMENTS SUPERSEDED:

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.

(b) It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

9.11 TRUTH-IN-NEGOTIATION CERTIFICATE: The signing of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

9.12 HEADINGS: Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

9.13 GRATUITIES: Neither the Consultant nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Consultant acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable to the Consultant, the Consultant agrees to abide with such statutes.

9.14 CONFLICT OF INTEREST: The Consultant hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of the Consultant now has or will have. Said disclosure shall be made by the Consultant contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Consultant. The Consultant at all times shall perform its obligations under this Agreement in a manner consistent

with the best interests of the County. Failure to abide by this section shall result in the immediate termination of this Agreement pursuant to Chapter 46, Article II, Division 4 of the Escambia County Code of Ordinances.

9.15 SURVIVAL: All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

9.16 GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter which is a subject of this Agreement shall be in the County of Escambia.

9.17 INTERPRETATION: For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the Consultant discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Consultant shall immediately notify the County and request clarification of the County's interpretation of this Agreement.

(b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

9.18 SEVERABILITY: The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

9.19 COMPLIANCE WITH LAWS: The Consultant shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the Consultant shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

9.20 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only

new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

9.21 PARTICIPATION IN OTHER PROCEEDINGS: At the County's request, the Consultant shall allow itself to be joined as a party in any legal proceeding that involves the County regarding the design, construction, or installation of any matter which is the subject of this Agreement. This provision is for the benefit of the County and not for the benefit of any other party.

9.22 FURTHER DOCUMENTS: The parties shall execute and deliver all documents and perform further actions that may reasonably necessary to effectuate the provisions of this Agreement.

9.23 NO WAIVER: The failure of the Consultant or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement through the express delegation of authority set forth in Chapter 46, Article II of the Escambia County Code of Ordinances, and _____, signing by and through its President, duly authorized to execute same.

COUNTY:
ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

WITNESS:

_____
Witness

By: _____
County Administrator

_____
Witness

Date: _____

BCC Approved: _____

CONSULTANT:
_____, a _____
Corporation authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

By: _____
(Name), (Title)

By: _____

Date: _____

Secretary

ARCHITECT - ENGINEER QUALIFICATIONS

ESCAMBIA COUNTY, FL

PART 1 - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)*
RLI for CEI South Old Corryfield Road Bridge Replacement and Sidewalk & Drainage Improvements (Pensacola, FL)

2. PUBLIC NOTICE DATE	3. PROJECT NUMBER
June 26, 2018	PD 17-18.069

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE
David Skipper, PE, Senior Vice President

5. NAME OF FIRM	5a. FEDERAL EMPLOYERS'S ID (or SSN)
Mott MacDonald Florida, LLC	591294824

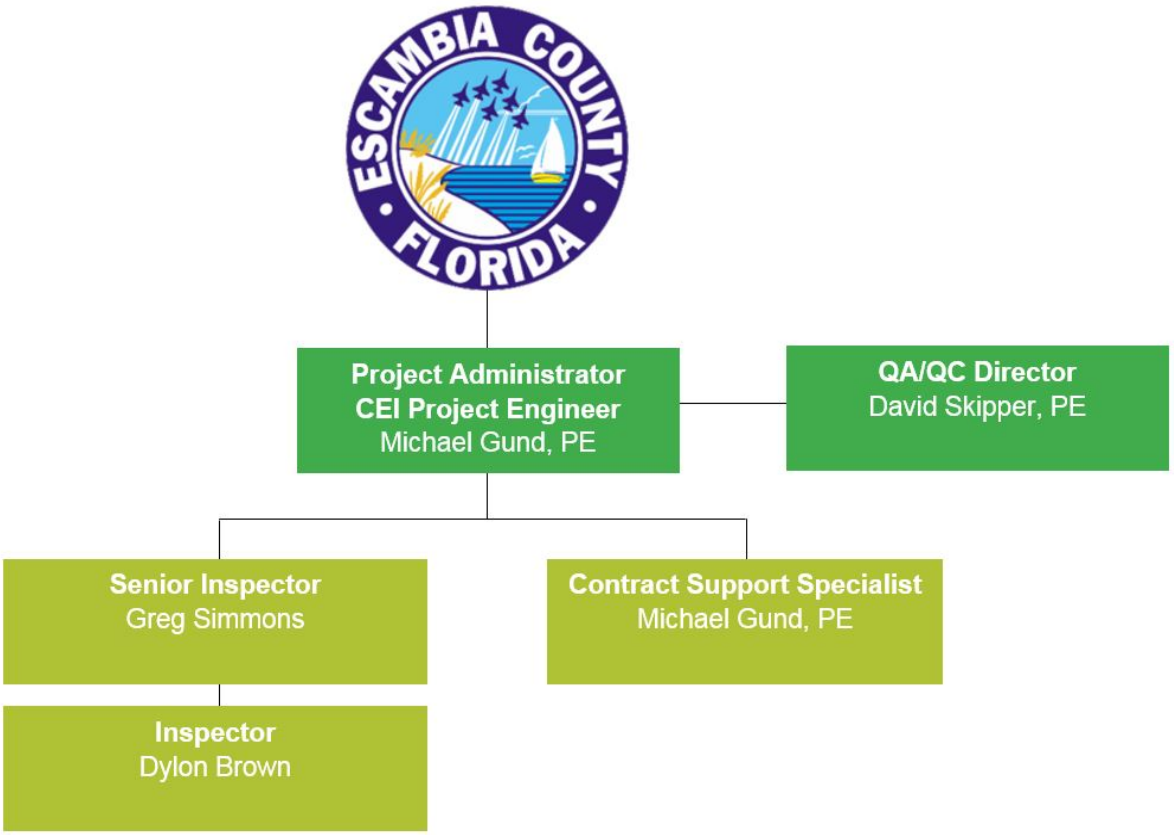
6. TELEPHONE NUMBER	7. FAX NUMBER	8. EMAIL ADDRESS
850-602-9776	850-484-8199	david.skipper@mottmac.com

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

	(Check) PRIME	(Check) J-V PARTNER	(Check) SUBCON-TRACTOR	9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
a.	ü			Mott MacDonald ☑ CHECK IF BRANCH OFFICE	220 W Garden Street Suite 700 Pensacola, FL 32502	CEI
b.			ü	Terracon ☑ CHECK IF BRANCH OFFICE	9900 N Davis Hwy Pensacola, FL 32514	Geotechnical
c.				☐ CHECK IF BRANCH OFFICE		
d.				☐ CHECK IF BRANCH OFFICE		
e.				☐ CHECK IF BRANCH OFFICE		
f.				☐ CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM ☑ *(Attached)*


ESCAMBIA COUNTY
FLORIDA
Project Administrator
CEI Project Engineer
Michael Gund, PE
QA/QC Director
David Skipper, PE
Senior Inspector
Greg Simmons
Contract Support Specialist
Michael Gund, PE
Inspector
Dylon Brown

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
David Skipper, PE	QA/QC Director	a. TOTAL	b. WITH CURRENT FIRM
		22	16

c. TELEPHONE NUMBER	d. FAX NUMBER	e. EMAIL ADDRESS
850-602-9776	850-484-8199	david.skipper@mottmac.com

15. FIRM NAME AND LOCATION *(City and State)*

Mott MacDonald (Pensacola, FL)

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
BS, Civil Engineering	Professional Engineer: FL, AL, GA

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Mr. Skipper leads our Florida operations and is trained and certified in FDOT QC Manager, FDOT Advanced MOT, FDOT Specifications Package Preparation Training forConsultants, and FDOT Critical Structures.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: CR 99 (CR 196 to CR 97A) and CR 196 (CR 97 to CR 99) LAP Projects (Escambia County, FL)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2016 — CONSTRUCTION *(If applicable)*: 2016

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

ü Check if project performed with current firm

Sr. Project Engineer for the widening the existing two lane, eighteen-foot-wide county road to a new two lane, twenty-two-foot road with the addition of a two-foot-wide paved shoulder on each side of the roadway. Other improvements on this project include overbuild, side drain and mitered end section improvements, performance turf and new signs and striping.

b.

(1) TITLE AND LOCATION *(City and State)*: Gulf Beach Highway and East Johnson Avenue Stormwater Repairs LAP Projects (Escambia County, FL)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2017 — CONSTRUCTION *(If applicable)*: 2017

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

ü Check if project performed with current firm

Project Director for repairing failures along a storm sewer pipe that occurred during the April 2014 flood event. Repairs include replacement of 400' of storm sewer pipe, ditch bottom inlet, concrete driveway, and sidewalk.

c.

(1) TITLE AND LOCATION *(City and State)*: SR 10 (Nine Mile Rd) from SR 297 (Pine Forest Road) to SR 95 (US 29) (FDOT) (Escambia County, FL)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2020 — CONSTRUCTION *(If applicable)*: 2020

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

ü Check if project performed with current firm

Sr. Project Engineer for this 2.4-mile-long multilane capacity reconstruction project. Included in the new roadway typical section was sidewalks, bike lanes, and curb and gutter. The drainage system included a new stormwater pond, the modification of two existing stormwater ponds, open ditches, ditch bottom inlets, curb inlets, piping, and two box culverts. The project also required a major jack and bore operation, extensive coordination with utilities, and coordination with 2 adjacent construction projects.

d.

(1) TITLE AND LOCATION *(City and State)*: SR 123 / SR 85 Intersection Improvements, Road Widening and New Flyover (FDOT) (Okaloosa County, FL)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2016 — CONSTRUCTION *(If applicable)*: 2016

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

ü Check if project performed with current firm

Sr. Project Engineer for construction of a new 4-lane roadway and constructing a 2-lane flyover structure. The new roadway typical section will consist of two 12 foot lanes and eight-foot shoulder (five foot paved) constructed to the west of the existing alignment separated by a sixty-four-foot grassed median. Other work included in this project is construction of a flyover bridge, drainage, signing and pavement markings, lighting, and power relocation.

e.

(1) TITLE AND LOCATION *(City and State)*: Olive Road East Multi Lane Reconstruction and Drainage Project Phase I (Gregg Road to Lode Star Drive) (Escambia County, FL)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2018 — CONSTRUCTION *(If applicable)*: 2018

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

ü Check if project performed with current firm

Sr. Project Engineer. Project consists of the construction of two travel lanes and one center turn lane, two bike lanes, type "F" curb and gutter, sidewalks, and a variety of drainage features along the roadway as well as the construction of a stormwater retention pond. Improvements will be constructed within existing Escambia County right-of-way and within drainage/utility easements and Temporary Work Agreements obtained by the County.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Michael Gund, PE	Project Administrator	a. TOTAL	b. WITH CURRENT FIRM
		9	7

c. TELEPHONE NUMBER	d. FAX NUMBER	e. EMAIL ADDRESS
850.602.9752	850.484.8199	michael.gund@mottmac.com

15. FIRM NAME AND LOCATION *(City and State)*

Mott MacDonald (Pensacola, FL)

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
BS, Civil Engineering	Professional Engineer: FL

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Mr. Gund is trained and certified in FDOT Specifications Package Preparation Training for Consultants, FDOT Advanced MOT, FDOT Final Estimates Level I & II, FDOT QC Manager, and Inter Connected Pond Routing (ICPR).

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: CR 184 (Muscogee Road) and SR 95 (US 29) Roadway and Signalization Upgrades (Escambia County, FL)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2018 | CONSTRUCTION *(If applicable)*: 2018

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

ü Check if project performed with current firm

Project Engineer and Contract Support Specialist for resurfacing of 0.75 miles from CR 297A to SR 95 (US 29), including drainage improvements, mill and resurfacing, and reconfiguring and extension of turn lanes. US 29 improvements consist of extending the southbound right turn lane onto Tree Rd and intersection upgrades at Tree Rd, Morris Ave, and Muscogee Rd with the installation of signal controllers, video detection, and signal retiming.

b.

(1) TITLE AND LOCATION *(City and State)*: Beach Haven Drainage & Sewer Improvements (Escambia County, FL)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2019 | CONSTRUCTION *(If applicable)*: 2019

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

ü Check if project performed with current firm

Project Engineer for the roadway, stormwater, and sanitary sewer improvements to the Beach Haven neighborhood, extending from Gulf Beach Hwy (south) to Jones Swamp (north), and Decatur Ave (west) to Mills Ave (east). Project includes drainage enhancements to the existing drainage system, removal of deep roadside ditches, dirt road paving improvements to North Street, roadway reconstruction and resurfacing improvements, and sanitary sewer services.

c.

(1) TITLE AND LOCATION *(City and State)*: CR 99 (CR 196 to CR 97A) and CR 196 (CR 97 to CR 99) LAP Projects (Escambia County, FL)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2017 | CONSTRUCTION *(If applicable)*: 2017

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

ü Check if project performed with current firm

Contract Support Specialist for the widening the existing two lane, eighteen-foot-wide county road to a new two lane, twenty-two-foot road with the addition of a two-foot-wide paved shoulder on each side of the roadway. Other improvements on this project include overbuild, side drain and mitered end section improvements, performance turf and new signs and striping.

d.

(1) TITLE AND LOCATION *(City and State)*: SR 10 (Nine Mile Rd) from SR 297 (Pine Forest Road) to SR 95 (US 29) (FDOT) (Escambia County, FL)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2020 | CONSTRUCTION *(If applicable)*: 2020

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

ü Check if project performed with current firm

Contract Support Specialist for a 2.4-mile multilane capacity reconstruction. The new roadway typical section includes sidewalks, bike lanes, and curb and gutter, a new stormwater pond, modification of two existing stormwater ponds, open ditches, ditch bottom inlets, curb inlets, piping, and two box culverts. The project also required a major jack and bore operation, extensive coordination with utilities, and coordination with two adjacent construction projects.

e.

(1) TITLE AND LOCATION *(City and State)*: Detroit Boulevard Safety Improvements (Escambia County, FL)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2017 | CONSTRUCTION *(If applicable)*: 2018

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

ü Check if project performed with current firm

Engineer of Record for this 2.4-mile project from SR 297 to SR 95 (US 29). Phase I included a preliminary engineering study to determine roadway improvements that would upgrade the safety and traffic flow. Phase II involved design improvements, including 1.5 miles of milling and resurfacing and addition of paved shoulders and a pedestrian sidewalk, and 0.9 mile of 0.9 miles of reconstructed to curb and gutter with bike lanes and sidewalk.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Bart Hendricks, PE	Bridge Technical Advisor	a. TOTAL	b. WITH CURRENT FIRM
		25	19

c. TELEPHONE NUMBER	d. FAX NUMBER	e. EMAIL ADDRESS
850-602-9756	850-484-8199	bart.hendricks@mottmac.com

15. FIRM NAME AND LOCATION *(City and State)*

Mott MacDonald (Pensacola, FL)

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
MS, Civil Engineering BS, Civil Engineering BS, Mathematics	Professional Engineer: FL, AL, GA, NC, LA Certified Bridge Inspector: AL

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Mr. Hendricks's experience includes structural design, load rating and inspection of transportation structures including concrete, steel, and timber bridges and box culverts for vehicles and pedestrians.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: Continuing Bridge Engineering & Inspection Services (Escambia County, FL)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: Ongoing; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

ü Check if project performed with current firm

Bridge Engineering Consultant performing bridge inspections for emergency closures and required repairs for their 127 off-system bridge inventory. Bridge maintenance and repair inspections are performed to measure and document deficiencies identified in the State bridge inspection reports to identify any maintenance or repairs. Engineer of Record for repair and rehabilitation plans to restore structural capacity to useable levels.

b.

(1) TITLE AND LOCATION *(City and State)*: 12th Avenue Bridge Replacement over Bayou Texar (FDOT) (Escambia County, FL)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2017; CONSTRUCTION *(If applicable)*: 2017

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

ü Check if project performed with current firm

Project Manager and Engineer of Record for BDR development, final design and load rating of a 116' long x 78' wide, 3 span bridge utilizing a prestressed flat with composite topping superstructure supported by precast concrete pile caps and 18" square piles. The bridge was designed to be constructed in two phases.

c.

(1) TITLE AND LOCATION *(City and State)*: SR 742 Burgess Road over Carpenter Creek (Escambia County, FL)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2016; CONSTRUCTION *(If applicable)*: 2016

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

ü Check if project performed with current firm

Engineer of Record for BDR development, final design and load rating of a 520'-0" long x 77'-8" wide, 5-span bridge with continuous deck FIB 63 superstructure supported by conventional concrete pile caps and 24" prestressed concrete piles. The bridge is located on a horizontal curve with 1,528' radius. Design also includes a retaining wall supporting a sidewalk and traffic barrier, and a non-standard concrete drainage junction box.

d.

(1) TITLE AND LOCATION *(City and State)*: SR 87 Bridge over East Bay River (FDOT) (Santa Rosa County, FL)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2007; CONSTRUCTION *(If applicable)*: 2007

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

ü Check if project performed with current firm

Project Engineer for a 274 ft. long, six-span bridge utilizing Type II AASHTO girders and two-column pile supported bents. Performed design peer review, post design services, plans update, sheet pile walls.

e.

(1) TITLE AND LOCATION *(City and State)*: Rocky Branch Road Bridge (Escambia County, FL)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2013; CONSTRUCTION *(If applicable)*: 2013

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

ü Check if project performed with current firm

Engineer of Record for bridge design and load rating of a 102' long x 27' wide, 3 span precast concrete bridge utilizing a precast channel beam superstructure and precast concrete caps with moment connections to concrete wrapped steel H-piles.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Greg Simmons	Senior Inspector	a. TOTAL	b. WITH CURRENT FIRM
		14	8

c. TELEPHONE NUMBER	d. FAX NUMBER	e. EMAIL ADDRESS
850-542-0463	850-484-8199	gregory.simmons@mottmac.com

15. FIRM NAME AND LOCATION *(City and State)*

Mott MacDonald (Pensacola, FL)

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
Community College HS Diploma	

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Mr. Simmons is trained and certified in FDOT/ACI Concrete Field Tech, FDOT Asphalt Paving, FDOT Earthwork, FDOT Pile Driving, FDOT Drill Shaft, IMSA Traffic Signals, Advanced MOT, Final Estimates, Stormwater Management.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: SR 123 / SR 85 Intersection Improvements, Road Widening and New Flyover (FDOT) (Okaloosa County, FL)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2016 — CONSTRUCTION *(If applicable)*: 2016

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ü Check if project performed with current firm

Construction Inspector/Plant Inspector for reconstruction, widening, milling & resurfacing construction of new bridge number, mechanical stabilized earth walls, drainage improvements, utility construction, lighting, signing and pavement markings. performed pile driving inspection of the three bridges, concrete testing of substructure concrete, drilled shaft inspection for light pole foundations, and asphalt plant inspection.

b.

(1) TITLE AND LOCATION *(City and State)*: SR 10 (Nine Mile Rd) from SR 297 (Pine Forest Road) to SR 95 (US 29) (FDOT) (Escambia County, FL)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2020 — CONSTRUCTION *(If applicable)*: 2020

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ü Check if project performed with current firm

Senior Inspector for a 2.4-mile multilane capacity reconstruction. The new roadway typical section includes sidewalks, bike lanes, and curb and gutter, a new stormwater pond, modification of two existing stormwater ponds, open ditches, ditch bottom inlets, curb inlets, piping, and two box culverts. The project also required a major jack and bore operation, extensive coordination with utilities, and coordination with two adjacent construction projects.

c.

(1) TITLE AND LOCATION *(City and State)*: CR 184 (Muscogee Road) and SR 95 (US 29) Roadway and Signalization Upgrades (Escambia County, FL)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2018 — CONSTRUCTION *(If applicable)*: 2018

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ü Check if project performed with current firm

Senior Inspector for resurfacing of 0.75 miles from CR 297A to SR 95 (US 29), including drainage improvements, mill and resurfacing, and reconfiguring and extension of turn lanes. US 29 improvements consist of extending the southbound right turn lane onto Tree Rd and intersection upgrades at Tree Rd, Morris Ave, and Muscogee Rd with the installation of signal controllers, video detection, and signal retiming.

d.

(1) TITLE AND LOCATION *(City and State)*: SR10 (US 90) Scenic Highway Emergency Restoration (FDOT) (Escambia County, FL)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2015 — CONSTRUCTION *(If applicable)*: 2015

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ü Check if project performed with current firm

Senior Inspector for emergency repairs to Scenic Hwy. after the April 2014 Flood Event. Multiple areas required the repair and/or installation of new drainage beneath Scenic Highway and the construction of geosynthetic reinforced embankment slopes, sheet pile wall installation, mechanically stabilized earth walls, directionally bored drainage pipe, guardrail installation, rip rap placement, and reconstruction of roadway sections.

e.

(1) TITLE AND LOCATION *(City and State)*: SR 281 (Avalon Boulevard) Roadway Widening, Intersection Improvements, and Drainage Improvements (Milton, FL)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2013 — CONSTRUCTION *(If applicable)*: 2013

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ü Check if project performed with current firm

Senior Inspector for the reconstruction of 1-mile of existing two lane roadway to a divided four lane urban roadway facility with adjacent parallel service roads. Conveyance of the storm water required the installation of a 48" jack and bore carrier pipe beneath Avalon Blvd. at a depth of 22 feet. Improvements at the Avalon Blvd/Cyanamid Road Intersection required the construction of 4 drilled shafts to support the signal mast arms for traffic control.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Dylon Brown	Inspector	a. TOTAL	b. WITH CURRENT FIRM
		1	1

c. TELEPHONE NUMBER	d. FAX NUMBER	e. EMAIL ADDRESS
850-542-0465	850-484-8199	charles.brown@mottmac.com

15. FIRM NAME AND LOCATION *(City and State)*

Mott MacDonald (Pensacola, FL)

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
US Marine Corp	

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Mr. Brown is trained and certified in ACI/FDOT Concrete Field Inspection and FDOT Earthwork.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: Beach Haven Drainage & Sewer Improvements (Escambia County, FL)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2019 — CONSTRUCTION *(If applicable)*: 2019

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

ü Check if project performed with current firm

Inspector for the roadway, stormwater, and sanitary sewer improvements to the Beach Haven neighborhood, extending from Gulf Beach Hwy (south) to Jones Swamp (north), and Decatur Ave (west) to Mills Ave (east). Project includes drainage enhancements to the existing drainage system, removal of deep roadside ditches, dirt road paving improvements to North Street, roadway reconstruction and resurfacing improvements, and sanitary sewer services.

b.

(1) TITLE AND LOCATION *(City and State)*: CR 184 (Muscogee Road) and SR 95 (US 29) Roadway and Signalization Upgrades (Escambia County, FL)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2018 — CONSTRUCTION *(If applicable)*: 2018

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

ü Check if project performed with current firm

Inspector for resurfacing of 0.75 miles from CR 297A to SR 95 (US 29), including drainage improvements, mill and resurfacing, and reconfiguring and extension of turn lanes. US 29 improvements consist of extending the southbound right turn lane onto Tree Rd and intersection upgrades at Tree Rd, Morris Ave, and Muscogee Rd with the installation of signal controllers, video detection, and signal retiming.

c.

(1) TITLE AND LOCATION *(City and State)*: Citywide Street Rehabilitation Groups 4-6 (Pensacola, FL)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2018 — CONSTRUCTION *(If applicable)*: 2018

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

ü Check if project performed with current firm

Inspector for the resurfacing of approximately 38 miles of City roadways. The project scope includes evaluating the existing roadways, preparing bid documents, and providing full time construction management and observation services during construction.

d.

(1) TITLE AND LOCATION *(City and State)*:

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: — CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

e.

(1) TITLE AND LOCATION *(City and State)*:

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: — CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Mingu Kim, PhD, PE	Geotechnical Engineer	a. TOTAL	b. WITH CURRENT FIRM
		14	10

c. TELEPHONE NUMBER	d. FAX NUMBER	e. EMAIL ADDRESS
813-321-0338	813-221-0051	mingu.kim@terracon.com

15. FIRM NAME AND LOCATION *(City and State)*

Terracon

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
PhD, Civil Engineering (Geotechnical Engineering) MS, Civil Engineering BS, Civil Engineering	Professional Engineer: FL

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Certifications include PDCA/PDI Certificate-"PDA Master Level", Certified SmartPile EDC System User, FDOT Pile Driving Instructor

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: Nine Mile Road over Eleven Mile Creek Design-Build (Escambia County, FL)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2016 — CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

ü Check if project performed with current firm

Senior Engineer to supervise and perform Dynamic Load Testing (PDA), vibration monitoring, and develop recommended pile length, driving criteria and foundation certification letters for this new bridge in Escambia County. Terracon fee: $600,000

b.

(1) TITLE AND LOCATION *(City and State)*: Lost Key Boulevard Bridge (Perdido Key, FL)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2016 — CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

ü Check if project performed with current firm

Senior Engineer to supervise and perform PDA testing for test piles and recommend pile length and driving criteria. Terracon fee: $11,900

c.

(1) TITLE AND LOCATION *(City and State)*: SR 123 / SR 85 New Flyover (FDOT) (Okaloosa County, FL)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2013 — CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

ü Check if project performed with current firm

Geotechnical Engineer- PIP review, PDA testing, analysis, review of pile driving logs, and recommendations of production pile lengths and driving criteria for seven test and instrumented production piles for three bridges. Terracon fee: $185,000

d.

(1) TITLE AND LOCATION *(City and State)*: SR 123 over Toms Creek, Turkey Creek, Unnamed Tributary (SR 123 Segments 2 and 3) (FDOT) (Okaloosa County, FL)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2017 — CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

ü Check if project performed with current firm

Senior Engineer to supervise and perform PDA testing, PIP review and hammer suitability WEAP analyses, develop recommended pile length, driving criteria and pile acceptance letters for six bridges.

e.

(1) TITLE AND LOCATION *(City and State)*: US 331 over Lafayette Creet, Unnamed Tributary 2 and Two Culverts, Veriffication Testing (FDOT) (Walton County, FL)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2014 — CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

ü Check if project performed with current firm

Senior Engineer to perform vertification testing and review D/B team's submittals fror the new bridge.

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 1

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
SR 123 / SR 85 Intersection Improvements, Road Widening and New Flyover (Okaloosa County, FL)	2016	2016

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT	c. POINT OF CONTACT TELEPHONE NUMBER
Florida Department of Transportation	Jack Harrison	850-981-3000
	d. POINT OF CONTACT EMAIL ADDRESS	e. POINT OF CONTACT FAX NUMBER
	jack.harrison@dot.state.fl.us	

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT

The intersection of SR 123 and SR 85 in Oskaloosa County caused traffic congestion. FDOT determined that a flyover to seamlessly merge northbound SR 123 traffic onto SR 85 northbound would solve the problem. The Department enlisted the CEI services of Mott MacDonald to oversee the construction of this two-year project due to our trusted, quality service and attention to details, which we've provided to FDOT for decades.

The project required the removal and reconstruction of the rural two-lane SR 123 to a new 4-lane roadway north of Turkey Creek to SR 85 North and construction of a 2-lane flyover bridge structure from SR 123 northbound to SR 85 northbound in Okaloosa County.

Final construction resulted in a 4-lane intersection facility with a flyover bridge to increase the functionality of the new intersection. The flyover bridge utilizes a weathering steel superstructure and high strength bolted connections. The new roadway typical section consists of two 12-foot lanes and eight-foot shoulder (five-foot paved) constructed to the west of the existing alignment separated by a sixty-four foot grassed median. Other work included drainage, signing and pavement markings, lighting, and power relocation. The flyover structure was unique in that it was constructed of weathering steel girders with high-strength bolted connections in a superelevated curve.

The team worked through some difficult issues related to the bridge construction. This was due to the use of long-span steel girders placed in a superelevated curve connected with high-strength bolts. Placement of the girders required detailed maintenance of traffic phasing to place the steel girder segments in place and splice/bolt them in the air.

The project was completed on time and within budget, resulting in improved traffic flow.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Mott MacDonald	Pensacola, FL	CEI
b.	Terracon	Pensacola, FL	Geotechnical Engineering

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 2

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
12th Avenue Bridge over Bayou Texar (Pensacola, FL)	2017	2017

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT	c. POINT OF CONTACT TELEPHONE NUMBER
Florida Department of Transportation	Bill Howell	850-638-2288
	d. POINT OF CONTACT EMAIL ADDRESS	e. POINT OF CONTACT FAX NUMBER
	bill.howell@atkinsglobal.com	

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT

The main purpose of this project was to replace the functionally obsolete bridge (No. 485005) on 12th Avenue over Bayou Texar in Escambia County, Florida. There are several issues that affected the alignment, height, and ultimate width of the new bridge replacement, including utility conflicts, utilization of existing right of way, typical section elements, structure type, and bridge hydraulics. Since this project is located within the City of Pensacola right of way, and the City will own and maintain the bridge itself, the design features of the bridge and corresponding roadway were set consistent with the Florida Green Book and AASHTO standards. In addition to the minimum lane and shoulder widths detailed in the Green Book, there were additional elements that the City of Pensacola requested on the bridge. The use of precast concrete construction was selected to allow for accelerated construction over the environmentally sensitive water and wetland areas.

A full bridge hydraulics report was prepared for this project. The bridge crosses Bayou Texar which is designated by FEMA as Zone AE with a 100 year flood elevation of 6 feet. The proposed bridge is in the same location as the existing, but the new low member elevation will be approximately 3.2 feet higher than the existing due both to hydraulic requirements and roadway geometrics.

.An ERP general permit was secured through FDEP and a nationwide wetland permit was secured through the US Army Corps of Engineers. This project also required detailed geotechnical and topographic surveys as well as wetland delineations.

Other items relevant to this project included establishing a design speed for the roadway, minor roadway re-alignment to accommodate the new bridge typical, stormwater design, wetland delineation and coordination, permitting, signing and pavement marking, utility coordination, joint participation agreements, maintenance agreements, survey and mapping, erosion control and public involvement.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Mott MacDonald	Pensacola, FL	Design & Limited Construction Oversight
b.			
c.			
d.			
e.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 3

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
SR 87 Segment 1 Reconstruction from SR 30 (US 98) to N of Five Forks Road (Santa Rosa County, FL)	2007	2007

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT	c. POINT OF CONTACT TELEPHONE NUMBER
Florida Department of Transportation	Jared Perdue	850-415-9492
	d. POINT OF CONTACT EMAIL ADDRESS	e. POINT OF CONTACT FAX NUMBER
	jared.perdue@dot.state.fl.us	

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT

This 3.75 mile reconstruction project required the complete removal of the existing two lane roadway and the construction of a divided 4-lane urban roadway from the SR 87 intersection with US 98 to north of Five Forks Road. The project also required improvements to the existing East Bay River Bridge and the complete construction of a new Northbound bridge over the East Bay River. The new northbound bridge over East Bay River was completed with elements including a concrete barrier wall, approach slabs and pedestrian walls. The existing East Bay River Bridge was retrofitted with new barrier wall and parapet sections were added for roadway lighting.

The FDOT plan included installation of guardrails, fencing and lighting for both the northbound and southbound East Bay River Bridges. Several sections of roads that are adjacent to SR 87 underwent drainage and surface improvements. Crews installed new drainage structures; stormwater piping, including mainline drainage along the east shoulder of SR 87; and placing curb and gutter along the new SR 87 north of East Bay River Bridge. Two connection roads were constructed between Shadesview Place and Misty Ridge and Misty Ridge to Turkey Bluff (Hwy 399) to improve safety for motorists wishing to access SR 87. The new 274 foot bridge was constructed with a complex alignment and a skew angle of 28° for the 24" driven substructure piles. The pile bent caps were cast in place and elastomeric bearing pads are used to support the superstructure beams.

The six-span super structure utilized 46' AASHTO Type III Beams for the superstructure support and stay-in-place deck pans to support the bridge deck surface. The final deck surface for the completed bridge measured 11,100 sq. feet. Our team was also responsible for all of the sampling and tracking of all construction materials, asphalt, concrete, earthwork and all other construction materials involved in this project.

Project Duration: 750 days
Construction Cost: $17.1M

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Mott MacDonald	Pensacola, FL	CEI

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 4

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Olive Road East Multi Lane Reconstruction and Drainage Project Phase I (Gregg Road to Lode Star Drive) (Escambia County, FL)	2018	2018

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT	c. POINT OF CONTACT TELEPHONE NUMBER
Escambia County	Chris Curb	850-595-3419
	d. POINT OF CONTACT EMAIL ADDRESS	e. POINT OF CONTACT FAX NUMBER
	cacurb@co.escambia.fl.us	

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT

Olive Road, a primary east-west arterial through Escambia County, is a two-lane undivided corridor. The project was divided into two phases. Phase I spans from Gregg Road to Lode Star Drive (approximately one mile) and is intersected by ten local, county, and state roadways. The roadway requires reconstruction to improve pedestrian and traffic capacity. Significant drainage improvements were also required to address flooding issues accommodate the additional impervious area. Escambia County turned to Mott MacDonald's local Construction Engineering & Inspection (CEI) team as a proven and trusted partner for roadway construction for over 40 years.

Our project management and inspection staff providing CEI services for the construction of two eleven-foot travel lanes (one in each direction), one twelve-foot center turn lane, two four-foot bike lanes (one in each direction), type "F" curb and gutter and six-foot sidewalks on both the north and south sides of the roadway. Drainage features include a storm water retention pond between Lawton and Kipling Street, curbing, storm piping, drainage structures, and sidewalk inlets. The project additionally consisted of the replacement and upgrade of an existing water main under the direction of the local utilities company, Emerald Coast Utility Authority.The improvements were constructed within existing Escambia County right-of-way, and also within drainage/utility easements and Temporary Work Agreements (TWA's) obtained by Escambia County.

Est. Project Duration: 1021 days
Construction Cost: $5.3M

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Mott MacDonald	Pensacola, FL	CEI

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 5

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Muscogee Road & US 29 Paved Shoulders, Resurfacing, & Intersection Improvements (Escambia County, FL)	2018	2018

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT	c. POINT OF CONTACT TELEPHONE NUMBER
Escambia County	Elizabeth Bush	850-595-3450
	d. POINT OF CONTACT EMAIL ADDRESS	e. POINT OF CONTACT FAX NUMBER
	mebush@myescambia.com	

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT

Improvements were needed near the entrance of International Paper Company along County Road 184 (Muscogee Road) and State Road 95 (US 29) to accommodate the high number of logging trucks accessing the paper plant. Escambia County sought to construct a variety of modifications to the area and obtained funding through the FDOT Local Agency Program (LAP). The project is broken into two phases, with Mott MacDonald providing full CEI services for Phase I and overseeing The Sigma Group as they provide CEI services for Phase II.

Phase I encompasses the resurfacing and widening of 0.75 mile of Muscogee Road (from County Road 297A to US 29) as well as improvements at three intersections along US 29. The project includes the addition of 5-foot paved shoulders, drainage improvements, mill and resurfacing of the existing two-lane roadway, and reconfiguration and extension of existing turn lanes. Intersection improvements on US 29 include extension of the southbound right turn lane onto Tree Road, and upgrades at the intersections with Tree Road, Morris Avenue, and Muscogee Road, with the installation of signal controllers, video detection, and signal retiming. Additionally, a section of sanitary sewer force main was rerouting and upsizing on behalf of the local utilities company, ECUA, during construction.

Phase II involves the reconstruction of an additional 1.0-mile segment of Muscogee Road, between Beulah Road and Carlisle Street. The project requires over-excavation of the existing roadway bed to remove poor quality material and replace with select backfill. The depth of cut needed to accomplish this presented a vehicle safety concern due to a nearly three-foot drop off. For this reason, the roadway segment was closed with a significant detour to reroute traffic. Detailed signage and maintenance of traffic was provided to properly redirect vehicles. This phase also includes the addition of 5-foot paved shoulders, drainage improvements, and the installation of new 10-inch water lines.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Mott MacDonald	Pensacola, FL	CEI

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 6

21. TITLE AND LOCATION *(City and State)*: SR 10 (Nine Mile Rd) from SR 297 (Pine Forest Road) to SR 95 (US 29) (Escambia County, FL)

22. YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2020	2020

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT	c. POINT OF CONTACT TELEPHONE NUMBER
Florida Department of Transportation	Brian Tew	850-981-3000
	d. POINT OF CONTACT EMAIL ADDRESS	e. POINT OF CONTACT FAX NUMBER
	brian.tew@dot.state.fl.us	

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT

The Nine Mile Road corridor in Escambia County, Florida currently experiences congestion and the traffic demand is expected to increase significantly due to the continued expansion of Navy Federal's 10,000 plus employee campus which is located on Nine Mile Road. FDOT determined that widening Nine Mile Road from two to four lanes would both alleviate the existing congestion, and adequately serve the future traffic projections.

FDOT enlisted the CEI services of Mott MacDonald to oversee the construction of this three-year project due to our trusted quality service and attention to details, which we have provided to FDOT for decades.

The project required reconstructing and widening the existing two lane rural roadway to a four lane divided suburban roadway for a 2.4-mile section. Included in the new roadway typical section was sidewalks, bike lanes, and curb and gutter. The drainage system included a new stormwater pond, the modification of two existing stormwater ponds, open ditches, ditch bottom inlets, piping, and two box culverts. The project also required a major jack and bore operation for the installation of approximately 1500 feet of 54 inch stormwater pipe.

Major project challenges included active construction projects immediately adjacent to this project and the fact that SR 10 serves as a major east-west utility corridor. Therefore, extensive coordination with multiple entities was required to ensure the successful completion of this project.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Mott MacDonald	Pensacola, FL	CEI

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 7

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
SR 281 (Avalon Boulevard) Roadway Widening, Intersection Improvements, and Drainage Improvements (Milton, FL)	2013	2013

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT	c. POINT OF CONTACT TELEPHONE NUMBER
Florida Department of Transportation	Eric Benson	850-981-3000
	d. POINT OF CONTACT EMAIL ADDRESS	e. POINT OF CONTACT FAX NUMBER
	eric.benson@dot.state.fl.us	

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT

Our team provided CEI and RCS services for the reconstruction of 4.656 miles of SR 281 (Avalon Boulevard) from a two-lane rural roadway to a four-lane urban roadway. The project segment (Segment 6) ran from the CSX Railroad Bridge to south of Commerce Road. Additional improvements included construction of new sidewalks, storm drain improvements, a new storm water pond, a mast arm signal system at SR 281 and Cyanamid Road, signing and pavement markings, construction of a frontage road on the east side of SR 281, and minor side road improvements.

The new urban section consists of two 12-foot driving lanes in each direction divided by a 22-foot raised median, 5-foot sidewalks on each side with ADA curb ramps, and 4-foot bicycle lanes on each side.

The intersection at SR 10 (US 90) was extended approximately 400 feet to the north to connect the widened intersection with the existing road into Pensacola Junior College and south along SR 281. A new mast arm signal system, redesigned turn lanes, and sidewalk curb ramps and crossing signals were installed. New bridge structures were installed at Mulatto Bayou and the CSX railroad.

Project duration: 1,323 days
Construction cost: $6.1M

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Mott MacDonald	Pensacola, FL	Prime-CEI

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 8

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
CR 99 (CR 196 to CR 97A) and CR 196 (CR 97 to CR 99) LAP Projects (Escambia County, FL)	2017	2017

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT	c. POINT OF CONTACT TELEPHONE NUMBER
Escambia County	Elizabeth Bush	850-595-3434
	d. POINT OF CONTACT EMAIL ADDRESS	e. POINT OF CONTACT FAX NUMBER
	mebush@myescambia.com	

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT

These LAP projects, CR 99 (CR 196 to CR 97A) and CR 196 (CR 97 to CR 99), consisted of widening the existing 2-lane, 18-foot wide County Road to a new 2-lane, 22-foot road with the addition of a two-foot-wide paved shoulder on each side of the roadway.

Other improvements on this project included overbuild, side drain and mitered end section improvements, performance turf and new signs and striping.

The team has encountered issues with a section of unsuitable material after testing. Mott MacDonald and the contractor worked through various possible solutions that incorporated efficiency and minimal cost and are in the process of working with the County and Engineer of Record to solidify the best alternative and obtain funding.

Project Duration: 468 days
Construction Cost: $2.87M

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Mott MacDonald	Pensacola, FL	Prime-CEI

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 9

21. TITLE AND LOCATION *(City and State)*: Bellview Sidewalk & Drainage Improvements (Escambia County, FL)

22. YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2015	2015

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT	c. POINT OF CONTACT TELEPHONE NUMBER
Escambia County	Joy Jones, PE	850-595-3492
	d. POINT OF CONTACT EMAIL ADDRESS	e. POINT OF CONTACT FAX NUMBER
	djjones@myescambia.com	

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT

Our team provided CEI and RCS services for the installation of 2.12 total miles of new 5-foot-wide sidewalk, with ADA ramps and drainage system, along five sections of roadway. The sidewalk was offset 6 feet from the existing edge of pavement to comply with clear zone requirements. In areas where this was not feasible, a curb and gutter system with a 5-foot-wide sidewalk adjacent to the curbline was installed. The sidewalk was installed to comply with the most current ADA standards.Existing driveways within the project limits were removed and replaced in accordance with the County and ADA standards and specifications. Drainage improvements were constructed to ensure that the existing drainage patterns within the project limits are maintained. Our field team assisted the contractor to determine minor adjustments to the planned drainage construction and sidewalk cross slope. This support was provided promptly to limit impact to schedule and budget.Mott MacDonald was also responsible for payroll monitoring, DBE inspection and CUF determinations, OJT monitoring and tracking, processing of monthly progress estimates, supplemental agreement and work order processing, and preparation of the final estimate.The project area consisted of the following locations:

- Bellview Avenue from Mers Lane to Dallas Avenue, south side only (2,300 LF)
- Dallas Avenue from Seattle Avenue to Michigan Avenue, west side only (1,300 LF)
- Memphis Avenue from Bellview Avenue to Michigan Avenue, west side only (2,500 LF)
- Community Drive from Godwin Lane to Bellview Avenue, west side only (2,600 LF)
- Denver Avenue from Bellview Avenue to Michigan Avenue, west side only (2,500 LF)

Construction Cost: $457,000 (on-budget)
CEI Fee: $48,039

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Mott MacDonald	Pensacola, FL	Prime-CEI

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 10

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
SR 85 From Bill Lundy Road to Walton County Line (Okaloosa County, FL)	2013	2013

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT	c. POINT OF CONTACT TELEPHONE NUMBER
Florida Department of Transportation	Dominic Richard	850-981-3000
	d. POINT OF CONTACT EMAIL ADDRESS	e. POINT OF CONTACT FAX NUMBER
	dominic.richard@fdot.state.fl.us	

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT

Project improvements under this contract consist of milling and resurfacing of travel lanes and shoulders, minor drainage improvements, minor intersection improvements, upgrading guardrail, signing and pavement markings, and flashing light replacement on SR 85 from CR85A (Bill Lundy Rd) to the Walton County Line in Okaloosa County.

This project was included in Group 12-E with SR 10 (US 90) Shoal River Bridge painting in Okaloosa County.

Project Duration: 444 days
Construction Cost: $5.2M

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Mott MacDonald	Pensacola, FL	CEI
b.			
c.			
d.			
e.			

G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

26. NAMES OF KEY PERSONNEL (From Section E, Block 12)	27. ROLE IN THIS CONTRACT (From Section E, Block 13)	28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below before completing table. Place "X" under project key number for participation in same or similar role.)									
		1	2	3	4	5	6	7	8	9	10
David Skipper, PE	QA/QC Director	X	X	X	X	X	X		X	X	
Michael Gund, PE	Project Administrator		X		X	X	X		X		
Bart Hendricks, PE	Bridge Technical Advisor		X	X							
Greg Simmons	Senior Inspector	X		X		X	X	X	X		X
Dylon Brown	Inspector					X					
Mingu Kim, PhD, PE	Geotechnical Engineer	X					X				

29. EXAMPLE PROJECTS KEY

NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)	NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)
1	SR 123 / SR 85 Intersection Improvements, Road	6	SR 10 (Nine Mile Rd) from SR 297 (Pine Forest Road) to SR 95 (US 29) (Escambia County, FL)
2	12th Avenue Bridge over Bayou Texar	7	SR 281 (Avalon Boulevard) Roadway Widening, Intersection Improvements, and Drainage
3	SR 87 Segment 1 Reconstruction from SR 30 (US	8	CR 99 (CR 196 to CR 97A) and CR 196 (CR 97 to CR 99) LAP Projects (Escambia County, FL)
4	Olive Road East Multi Lane Reconstruction and	9	Bellview Sidewalk & Drainage Improvements (Escambia County, FL)
5	Muscogee Road & US 29 Paved Shoulders,	10	SR 85 From Bill Lundy Road to Walton County Line (Okaloosa County, FL)

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH SHEETS AS NEEDED.

The bridge culvert over East Jones Creek on South Old Corry Field Road was damaged after the major flooding event in April of 2014, identifying this area as a priority project for permanent upgrades. With assistance from FHWA, this project will consist of removing the existing box culvert and replacing it with a precast bridge. Additionally, the existing drainage ditch will replaced with a closed pipe system and updates to the sidewalk from Jackson Creek bridge to Warrington Middle School will provide much-needed pedestrian safety improvements to the area.

The Mott MacDonald CEI group is ready to work collaboratively with the County, contractor, and engineer of record to facilitate quality and timely construction for this project. Mott MacDonald is a multi-disciplined construction management, engineering, architectural, and surveying firm employing highly qualified staff with many years of experience in construction management, inspections, surveying, site planning, and design. Our workforce and vast local project experience allows us to provided a knowledgeable and dedicated CEI team to perform all bridge, roadway, drainage, and pedestrian improvement work for this project. Furthermore, we have included Terracon on our team to provide the necessary geotechnical services for this new bridge.

We commit to Escambia County highly responsive services from our Pensacola-based CEI team and technical experts. We believe that the Mott MacDonald team is the right choice for this project, which we will demonstrate through this submittal.

Three examples of past performance within past five years

Muscogee Road & US 29 Roadway and Intersection Improvements
Improvements along County Road 184 (Muscogee Road) and State Road 95 (US 29) re underway to accommodate the high number of logging trucks accessing the paper plant. Phase I encompasses the resurfacing and widening of 0.75 mile of Muscogee Road (from County Road 297A to US 29) as well as improvements at three intersections along US 29. The project includes the addition of 5-foot paved shoulders, drainage improvements, mill and resurfacing of the existing two-lane roadway, and reconfiguration and extension of existing turn lanes. Additionally, a section of sanitary sewer force main was rerouting and upsizing on behalf of the local utilities company, ECUA, during construction.

SR 10 (Nine Mile Road) widening and improvements
The Nine Mile Road corridor in Escambia County, Florida currently experiences congestion and the traffic demand is expected to increase significantly due to the continued expansion of Navy Federal's 10,000 plus employee campus which is located on Nine Mile Road. FDOT determined that widening Nine Mile Road from two to four lanes would both alleviate the existing congestion, and adequately serve the future traffic projections.FDOT enlisted the CEI services of Mott MacDonald to oversee the construction of this three-year project due to our trusted quality service and attention to details, which we have provided to FDOT for decades.The project required reconstructing and widening the existing two lane rural roadway to a four lane divided suburban roadway for a 2.4-mile section. Included in the new roadway typical section was sidewalks, bike lanes, and curb and gutter. The drainage system included a new stormwater pond, the modification of two existing stormwater ponds, open ditches, ditch bottom inlets, piping, and two box culverts. The project also required a major jack and bore operation for the installation of approximately 1500 feet of 54 inch stormwater pipe.Major project challenges included active construction projects immediately adjacent to this project and the fact that SR 10 serves as a major east-west utility corridor. Therefore, extensive coordination with multiple entities was required to ensure the successful completion of this project.

Olive Road East Multi Lane Reconstruction and Drainage Project Phase I
The Olive Road Multi Lane Reconstruction and Drainage Project consists of the construction of two eleven foot travel lanes (one in each direction), one twelve foot center turn lane, two four foot bike lanes (one in each direction), type "F" curb and gulter and six foot sidewalks on both the north and south sides of the roadway. Drainage features include curb inlets, back of sidewalk inlets and the construction of a storm water retention pond (Pond I) between Lawton Street and Kipling Street on the south side of the roadway. The project additionally consists of the replacement of an existing CA water main.The improvements take place along Olive Road, from approximately Gregg Road to Lode Star Drive in Pensacola, Florida. The improvements are constructed within existing Escambia County right-of-way, and also within drainage/utility easements and Temporary Work Agreements (TWA's) that have been obtained by Escambia County.The Mott MacDonald team has provided CEI services for the Olive Road East Project. Construction is ongoing.

Current workload
With approximately 80 staff, including over 20 CEI staff, in our Pensacola office, Mott MacDonald is among the largest local engineering workforces available to Escambia County. Our large staff provides capacity to serve Escambia County while also maintaining service to other clients in the area. The proposed team outlined in our organizational chart is fully available to complete all aspects of the project through its duration to construction completion. The following is a list of active CEI projects with Escambia County and the similar team members involved, demonstrating their current utilization and availability to effectively fulfill their roles on the South Corry Field Road Bridge Replacement Project.

Michael Gund, PE (Project Engineer & CSS) - 50% available for the S Corry Field Road Bridge project
Muscogee Road (Esc Co) - 30% - ends Aug. 2018
City Repaving (City of Pen) - 20% - ends Oct. 2018
Beach Haven (Esc Co) - 5% - ends Jun. 2019
Olive Road Ph 2 (Esc Co) - 25% - ends Jun. 2020
Nine Mile Road (FDOT) - 20% - ends Nov. 2020

Greg Simmons (Senior Inspector) - 40% available for the S Corry Field Road Bridge project
Muscogee Road (Esc Co) - 40% - ends Aug. 2018
Nine Mile Road (FDOT) - 60% - ends Nov. 2020

Dylon Brown (Inspector) - 100% available for the S Corry Field Road Bridge project
City Repaving (City of Pen) - 100% - ends Oct. 2018

Legal Statements
Mott MacDonald has no history in failing to complete work or fulfill contract obligations as a firm or by any individual staff within the last five years. Furthermore, although the operating entities included within the global Mott MacDonald group of companies, including Mott MacDonald Florida, LLC, are occasionally named as a party in lawsuits, not once has an adverse and material finding ever been made by any Court against any Mott MacDonald entity. Also, none of those litigation matters ever had any type of affect upon the performance by Mott MacDonald under its contract with the Owner or its client.

Summary
In summary, the Pensacola office of Mott MacDonald has a long standing relationship with Escambia County and a strong understanding of your needs for this project. We hope to act as an extension of the Escambia County staff to promote a cohesive team from kick-off to completion. We strive for professional and informative communications in our interactions with County staff, contractors, design firms, the general public, permitting agencies and any other persons that may be involved in your project. We believe that our performance evaluations reflect our commitment to provide the highest service to Escambia County. We hope you will find the enclosed information compelling and we look forward to having the opportunity to elaborate on our approach at the appropriate time. We appreciate your thoughtful consideration of our interest and capabilities.

I. AUTHORIZED REPRESENTATIVE
The foregoing is a statement of facts.

31. SIGNATURE	32. DATE
	July 10, 2018

33. NAME AND TITLE
David D. Skipper, PE, Senior Vice President

MOTT MACDONALD

Mott MacDonald
220 W. Garden Street
Suite 700
Pensacola, FL 32502
850.484.6011
mottmac.com/americas

Escambia County
Office of Purchasing
213 Palafox Place, Room 11.101
Pensacola, FL 32502

Re: Letter of Interest for Solicitation PD 17-18.069 South Old Corryfield Road Bridge Replacement & Sidewalk & Drainage Improvements CEI

July 10, 2018

Dear Mr. Nobles and Members of the Selection Committee,

The bridge culvert over East Jones Creek on South Old Corry Field Road was damaged after the major flooding event in April of 2014, identifying this area as a priority project for permanent upgrades. With assistance from FHWA, this project will consist of removing the existing box culvert and replacing it with a precast bridge. Additionally, the existing drainage ditch will replaced with a closed pipe system and updates to the sidewalk from Jackson Creek bridge to Warrington Middle School will provide much-needed pedestrian safety improvements to the area.

The Mott MacDonald CEI group is ready to work collaboratively with the County, contractor, and engineer of record to facilitate quality and timely construction for this project.

Mott MacDonald is a multi-disciplined construction management, engineering, architectural, and surveying firm employing highly qualified staff with many years of experience in construction management, inspections, surveying, site planning, and design. Our workforce and vast local project experience allows us to provided a knowledgeable and dedicated CEI team to perform all bridge, roadway, drainage, and pedestrian improvement work for this project. Furthermore, we have included Terracon on our team to provide the necessary geotechnical services for this new bridge.

We commit to Escambia County highly responsive services from our Pensacola-based CEI team and technical experts. We believe that the Mott MacDonald team is the right choice for this project, which we will demonstrate through this submittal.

22
years providing CEI services in Northwest Florida for FDOT and local municipalities

21
local CEI staff with 5 dedicated to this County project

200+
combined years of experience by our CEI team

83
total professionals in our Pensacola office

Experience providing CEI services

Our team is recognized not only for technical excellence, dependability, and quality, but also for developing innovative, cost-effective, and tangible engineering and constructability solutions. Our highly trained leadership, engineers, inspectors, office staff, and surveyors are experienced in all aspects of bridge, roadway, sidewalk, and drainage design and construction, and are located here in Pensacola, Florida.

We have performed construction management services for Escambia County, City of Pensacola, and the Florida Department of Transportation (FDOT) in Northwest Florida for decades and have extensive experience and understanding of constructability concerns and inspection services. We also have extensive experience coordinating with stakeholders, residents, local contractors, and utility companies to ensure projects are communicated effectively and stay on schedule.

Mott MacDonald seeks to distinguish itself from our competition by focusing on our established CEI team experience in providing CEI services for all types of roadway and bridge construction projects. Our CEI team has worked together for more than two decades performing CEI services for the FDOT and County. This stability of team members allows Mott MacDonald to operate with a great deal of confidence in the day-to-day execution of our contractual responsibilities. Mott MacDonald has a long history of working with the local FDOT representatives, and our in-depth knowledge of FDOT requirements will be a significant benefit to Escambia County. Our project team is familiar with the location of the proposed improvements on this project, and our key team members have worked on projects similar in size and complexity in the past. Here are some of our most recent local CEI projects:

Client	Project	Completed
FDOT	Pensacola Bay Bridge Replacement (sub to Eisman & Russo)	2021
FDOT	SR 10 (Nine Mile) Reconstruction from SR 297 (Pine Forest Rd) to SR 95 (US 29)	2020
Escambia County	Beach Haven Drainage & Sewer Improvements	2019
Escambia County	Olive Road East Phase I Multi-Lane Reconstruction & Drainage Phase I	2018
Escambia County	Muscogee Road & US 29 Resurfacing, & Intersection Improvements	2018
Escambia County	CR 196 (CR 97 to CR 99) & CR 99 (CR 196 to CR97) Paved Shoulders	2017
Escambia County	CR 292A Gulf Beach Highway Drainage Improvements	2017
Escambia County	East Johnson Avenue Storm Sewer Repairs	2017
FDOT	Scenic Highway Post-Flood Emergency Repairs at Various Locations	2016
Escambia County	Bellview Sidewalk & Drainage Improvements	2015
Escambia County	Guidy Lane Roadway & Drainage Improvements from Nine Mile Road to Candlestick Drive	2015
Escambia County	Johnson Avenue Box Culvert Emergency Repairs	2015
FDOT	Group 11-I: Pedestrian Signal Upgrades at Various Locations	2015
FDOT	SR 281 (Avalon Blvd.) Segment 6 Widening from CSX Railroad Bridge to south of Commerce Road	2013
Escambia County	Airway Drive Sidwalke & Drainage Improvements from Johnson Ave	2012
Escambia County	Highway 97 & Kingsfield Road Widening & Intersection Improvements	2012
Escambia County	Beulah Road Improvements from Nine Mile to south of Isaacs Road	2011
Escambia County	CR 453 "W" Street Resurfacing & Roadway Improvements	2011
Escambia County	Gulf Beach Highway Sidewalk Phase I	2011
FDOT	SR 95 (US 29) Resurfacing & New Sidewalk	2011
FDOT	Scenic Highway Resurfacing & Guardrail Replacement	2011

CEI for Bridges

Mott MacDonald has extensive bridge construction experience across the state as well as throughout the US. Regardless of their size or status, all of our projects reflect our core philosophy to produce the best work economically, with keen eyes for quality, meeting all requirements, and ensuring efficiency.

We have performed construction management services throughout Florida for decades and have extensive experience and understanding of constructability concerns and inspection services for bridges. We also have extensive experience coordinating with stakeholders, residents, local contractors, and utility companies.

Because we have a strong, multi-faceted CEI team, we've worked on bridges varying in complexity and size. Some of our most notable current projects include CEI services for the US 98 (SR 30) Pensacola Bay Bridge Replacement Project spanning from Downtown Pensacola to Gulf Breeze, Florida as well as the CR 2297 (Cooks Bayou) Bridge Restoration LAP project in Panama City, Florida.

US 98 (SR 30) Pensacola Bay Bridge Replacement Project

Mott MacDonald is part of the CEI team overseeing construction of this $398 million FDOT project to replace the Pensacola Bay Bridge, spanning between downtown Pensacola and Gulf Breeze, currently carrying four lanes of US 98 traffic 3.7 miles across Pensacola Bay. This bridge is heavily traveled since it connects two populated downtown communities and is also the direct route to Pensacola Beach, a major tourist destination. Furthermore, US 98 is a hurricane evacuation route so functionality is of the utmost importance. The current bridge is very old, extremely congested, and dangerous due to insufficient shoulder width to accommodate stopped vehicles and pedestrian travel.

The new bridge will be two separate structures, each with three 12-foot travel lanes, 10-foot inside and outside shoulders, and with a 10-foot partitioned multi-use path for pedestrians and bicyclists. Architectural elements will include a center arch that will add distinction to the bridge. The full project length is 4.17 miles.

There are a number of pedestrian features included in this project, including reconstruction of sidewalks and curb ramps at both the east and west bridge approaches, a partitioned pedestrian lane across the entire bridge length, as well as improvements to community parks on either end of the bridge, which include sidewalks, parking, boat launches, and picnic areas.

SR 85 / SR 123 New Flyover and Road Widening

The intersection of SR 123 and SR 85 in Oskaloosa County caused traffic congestion. FDOT determined that a flyover to seamlessly merge northbound SR 123 traffic onto SR 85 northbound would solve the problem. The project required the removal and reconstruction of the rural two-lane SR 123 to a new 4-lane roadway north of Turkey Creek to SR 85 North and construction of a 2-lane flyover bridge structure from SR 123 northbound to SR 85 northbound.

Final construction resulted in a 4-lane intersection facility with a flyover bridge to increase the functionality of the new intersection. The flyover bridge utilizes a weathering steel superstructure and high strength bolted connections. The new roadway typical section consists of two 12-foot lanes and eight-foot shoulder constructed to the west of the existing alignment separated by a sixty-four foot grassed median. Other work included drainage, signing and pavement markings, lighting, and power relocation.

SR 87 Reconstruction over East Bay River

This 3.75 mile reconstruction project required the complete removal of the existing two lane roadway and the construction of a divided 4-lane urban roadway from the SR 87 intersection with US 98 to north of Five Forks Road. The project also required improvements to the existing East Bay River Bridge and the complete construction of a new Northbound bridge over the East Bay River. The new northbound bridge over East Bay River was completed with elements including a concrete barrier wall, approach slabs and pedestrian walls. The existing East Bay River Bridge was retrofitted with new barrier wall and parapet sections were added for roadway lighting.

The FDOT plan included installation of guardrails, fencing and lighting for both the northbound and southbound East Bay River Bridges. Several sections of roads that are adjacent to SR 87 underwent drainage and surface improvements.

Crews installed new drainage structures; stormwater piping, including mainline drainage along the east shoulder of SR 87; and placing curb and gutter along the new SR 87 north of East Bay River Bridge. Two connection roads were constructed between Shadesview Place and Misty Ridge and Misty Ridge to Turkey Bluff (Hwy 399) to improve safety for motorists wishing to access SR 87. The new 274 foot bridge was constructed with a complex alignment and a skew angle of 28° for the 24” driven substructure piles. The pile bent caps were cast in place and elastomeric bearing pads are used to support the superstructure beams.

The six-span super structure utilized 46’ AASHTO Type III Beams for the superstructure support and stay-in-place deck pans to support the bridge deck surface. The final deck surface for the completed bridge measured 11,100 sf.

Our team was also responsible for all of the sampling and tracking of all construction materials, asphalt, concrete, earthwork and all other construction materials.

CEI for roadways, stormwater, and sidewalks

Mott MacDonald acts as an owner's representative on your construction project to deliver project management, contract administration, on-site inspection, documentation and oversight, and materials testing. In addition to bridges, we understand the intricacies of overseeing construction for all types of roadway, drainage, and pedestrian improvement projects.

Our team includes experienced professional engineers, project administrators, inspectors, contract support specialists, and resident compliance specialists. Our inspectors are FDOT-trained and certified for pavements, structures, pile driving, earthwork, traffic control, signalization, stormwater, hazmat/nuclear safety, and final estimates, to name a few.

Mott MacDonald has provided CEI and RCS services in the state of Florida for over 20 years. We are pre-qualified in nearly every FDOT Work Type, including 10.1: Roadway CEI and 10.1: Construction Materials Inspection.

Muscogee Road & US 29 Roadway and Intersection Improvements

Improvements along County Road 184 (Muscogee Road) and State Road 95 (US 29) re underway to accommodate the high number of logging trucks accessing the paper plant.

Phase I encompasses the resurfacing and widening of 0.75 mile of Muscogee Road (from County Road 297A to US 29) as well as improvements at three intersections along US 29. The project includes the addition of 5-foot paved shoulders, drainage improvements, mill and resurfacing of the existing two-lane roadway, and reconfiguration and extension of existing turn lanes. Additionally, a section of sanitary sewer force main was rerouting and upsizing on behalf of the local utilities company, ECUA, during construction.

Phase II involves the reconstruction of an additional 1.0-mile segment of Muscogee Road, between Beulah Road and Carlisle Street. The project requires over-excavation of the existing roadway bed to remove poor quality material and replace with select backfill. The depth of cut needed to accomplish this presented a vehicle safety concern due to a nearly three-foot drop off. For this reason, the roadway segment was closed with a significant detour to reroute traffic. Detailed signage and maintenance of traffic was provided to properly redirect vehicles. This phase also includes the addition of 5-foot paved shoulders, drainage improvements, and the installation of new 10-inch water lines.

SR 10 (Nine Mile Road) widening and improvements

The Nine Mile Road corridor in Escambia County, Florida currently experiences congestion and the traffic demand is expected to increase significantly due to the continued expansion of Navy Federal's 10,000 plus employee campus which is located on Nine Mile Road. FDOT determined that widening Nine Mile Road from two to four lanes would both alleviate the existing congestion, and adequately serve the future traffic projections.

FDOT enlisted the CEI services of Mott MacDonald to oversee the construction of this three-year project due to our trusted quality service and attention to details, which we have provided to FDOT for decades.

The project required reconstructing and widening the existing two lane rural roadway to a four lane divided suburban roadway for a 2.4-mile section. Included in the new roadway typical section was sidewalks, bike lanes, and curb and gutter. The drainage system included a new stormwater pond, the modification of two existing stormwater ponds, open ditches, ditch bottom inlets, piping, and two box culverts. The project also required a major jack and bore operation for the installation of approximately 1500 feet of 54 inch stormwater pipe.

Major project challenges included active construction projects immediately adjacent to this project and the fact that SR 10 serves as a major east-west utility corridor. Therefore, extensive coordination with multiple entities was required to ensure the successful completion of this project.

Olive Road East Multi Lane Reconstruction and Drainage Project Phase I

The Olive Road Multi Lane Reconstruction and Drainage Project consists of the construction of two eleven foot travel lanes (one in each direction), one twelve foot center turn lane, two four foot bike lanes (one in each direction), type "F" curb and gulter and six foot sidewalks on both the north and south sides of the roadway. Drainage features include curb inlets, back of sidewalk inlets and the construction of a storm water retention pond (Pond I) between Lawton Street and Kipling Street on the south side of the roadway. The project additionally consists of the replacement of an existing CA water main.

The improvements take place along Olive Road, from approximately Gregg Road to Lode Star Drive in Pensacola, Florida. The improvements are constructed within existing Escambia County right-of-way, and also within drainage/utility easements and Temporary Work Agreements (TWA's) that have been obtained by Escambia County.

The Mott MacDonald team has provided CEI services for the Olive Road East Project. Construction is ongoing.

Workload and availability

Your dedicated CEI team

Mott MacDonald proposes an exceptional, dedicated team to Escambia County who bring a number of strengths specifically for this project. Directing our team will be **David Skipper, PE**. David will serve as both the QA/QC Director, ensuring Mott MacDonald's high-level of expertise is maintained throughout construction. Our proposed Project Engineer and Contract Support Specialist is **Michael Gund, PE**. He comes to our CEI group after seven years of Escambia County and FDOT bridge, roadway, drainage, and sidewalk design, including post-design services and construction administration for several successfully completed projects ranging in size and complexity. This gives an advantage in understanding the design process, how to work with the Engineer of Record and seamlessly transition into the construction phase.

Greg Simmons will serve as the Senior Inspector, having over 14 years of field and materials inspection and management experience. Greg is FDOT-trained and certified in a variety of areas including asphalt paving, concrete field, earthwork construction, pile driving, advanced maintenance of traffic, and stormwater. To support him, **Dylon Brown** will serve as an Inspector, under Greg's direction and oversight. **Bart Hendricks, PE** will support Michael Gund as a Bridge Technical Advisor, applying his 25+ years of local experience in bridge and structural design and inspection for the County and FDOT to this CEI project.

Our mission for every CEI project is to provide the traveling public with a quality transportation project in a manner that emphasizes safety, economy, and timeliness of delivery.

Ability to respond in a timely manner

This team will be able to quickly address any constructability issues that may arise and help ensure he project stays within the proposed construction schedule because our team is based locally in Pensacola and we have the relationships with local contractors, design firms, and utilities to facilitation immediate communication and action. Additionally, Mott MacDonald has over a dozen inspectors and a total of 80+ engineering professionals and support staff located in Pensacola to further support Escambia County and this project should a specific need arise.

Current workload

With approximately 80 staff, including over 20 CEI staff, in our Pensacola office, Mott MacDonald is among the largest local engineering workforces available to Escambia County. Our large staff provides capacity to serve Escambia County while also maintaining service to other clients in the area. The proposed team outlined in our organizational chart is fully available to complete all aspects of the project through its duration to construction completion.

The following is a list of active CEI projects with Escambia County and the similar team members involved, demonstrating their current utilization and availability to effectively fulfill their roles on the South Corry Field Road Bridge Replacement Project.

Staff Person	Active Projects	Current Commitment	Completion Date	Corry Field Road Avail.
Michael Gund, PE Project Engineer & CSS	Muscogee Road (Esc Co) City Repaving (City of Pen) Beach Haven (Esc Co) Olive Road Ph 2 (Esc Co) Nine Mile Road (FDOT)	30% 20% 5% 25% 20%	Aug. 2018 Oct. 2018 Jun. 2019 Jun. 2020 Nov. 2020	**50%**
Greg Simmons Senior Inspector	Muscogee Road (Esc Co) Nine Mile Road (FDOT)	40% 60%	Aug. 2018 Nov. 2020	**40%**
Dylon Brown Inspector	City Repaving (City of Pen)	100%	Oct. 2018	**100%**

Legal statements

Mott MacDonald has no history in failing to complete work or fulfill contract obligations as a firm or by any individual staff within the last five years. Furthermore, although the operating entities included within the global Mott MacDonald group of companies, including Mott MacDonald Florida, LLC, are occasionally named as a party in lawsuits, not once has an adverse and material finding ever been made by any Court against any Mott MacDonald entity. Also, none of those litigation matters ever had any type of affect upon the performance by Mott MacDonald under its contract with the Owner or its client.

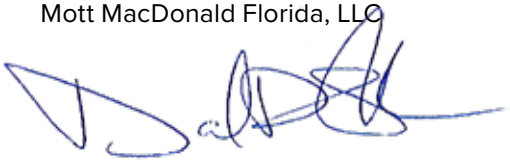
Summary

In summary, the Pensacola office of Mott MacDonald has a long standing relationship with Escambia County and a strong understanding of your needs for this project. We hope to act as an extension of the Escambia County staff to promote a cohesive team from kick-off to completion. We strive for professional and informative communications in our interactions with County staff, contractors, design firms, the general public, permitting agencies and any other persons that may be involved in your project. We believe that our performance evaluations reflect our commitment to provide the highest service to Escambia County.

We hope you will find the enclosed information compelling and we look forward to having the opportunity to elaborate on our approach at the appropriate time. We appreciate your thoughtful consideration of our interest and capabilities.

Sincerely,

Mott MacDonald Florida, LLC



David D. Skipper, PE
Vice President
850.02.9776
david.skipper@mottmac.com

2018 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

FILED
Jan 31, 2018
Secretary of State
CC5857301025

DOCUMENT# L02000034908

Entity Name: MOTT MACDONALD FLORIDA, LLC

Current Principal Place of Business:

220 WEST GARDEN STREET
SUITE 700
PENSACOLA, FL 32502

Current Mailing Address:

220 WEST GARDEN STREET
SUITE 700
PENSACOLA, FL 32502 US

FEI Number: 59-1294824

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

Authorized Person(s) Detail :

Title	MANAGER
Name	LEONARD, GUY
Address	10 FLEET PLACE
City-State-Zip:	LONDON EC4M 7RB

Title	MANAGER
Name	HOWELLS, KEITH J.
Address	10 FLEET PLACE
City-State-Zip:	LONDON EC4M 7RB

Title	MANAGER
Name	NICHOLAS, DENICHILO M.
Address	111 WOOD AVENUE SOUTH
City-State-Zip:	ISELIN NJ 08830

Title	MANAGER
Name	JARMAN, THOMAS
Address	220 WEST GARDEN STREET SUITE 700
City-State-Zip:	PENSACOLA FL 32502

Title	AUTHORIZED PERSON
Name	O'CONNOR, MARK G.
Address	111 WOOD AVENUE SOUTH
City-State-Zip:	ISELIN NJ 08830

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: MARK G. O'CONNOR AUTHORIZED PERSON 01/31/2018

Electronic Signature of Signing Authorized Person(s) Detail — Date

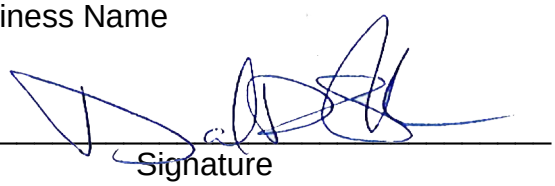
Certification Regarding E-Verify System

Contractor hereby certifies compliance with the following:

Pursuant to State of Florida Executive Order No.: 11-116, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Contractor while performing work or providing services for Escambia County. Contractor shall also include in any related subcontracts a requirement that subcontractors performing work or providing services for Escambia County on its behalf utilize the E-Verify system to verify employment of all new employees hired by subcontractor.

CONTRACTOR:

Mott MacDonald Florida, LLC
Business Name

By: 
Signature

Name: David D. Skipper, PE
Printed

Title: Senior Vice President
Printed

Date: July 10, 2018

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statue 287.087 hereby certifies that Mott MacDonald Florida, LLC does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph One (1).

4. In the statement specified in Paragraph One (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or please of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check One:

X As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

Offeror's Signature

July 10, 2018
Date

Information Sheet
for Transactions and Conveyances
Corporation Identification

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

(Please Circle One)

Is this a Florida Corporation: (Yes) or No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____

What kind of corporation is it: ("For Profit") or "Not for Profit"

Is it in good standing: (Yes) or No

Authorized to transact business in Florida: (Yes) or No

State of Florida Department of State Certificate of Authority Document No.: L02000034908

Does it use a registered fictitious name: Yes or (No)

Names of Officers:

President Nicholas DeNichilo Secretary: Michael Gennaro

Vice President: Al Beninato Treasurer: Jeffrey Hilla

Director: Mike Haigh Director: _____

Other: Keith Howells (CEO) Other: David Skipper (Florida Manager)

Name of Corporation (As used in Florida):
Mott MacDonald Florida, LLC
(Spelled exactly as it is registered with the state or federal government)

Corporate Address:
Post Office Box: _____
City, State Zip: _____
Street Address: 111 Wood Avenue S.
City, State, Zip: Iselin, NJ 08830

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Corporate Identification

Federal Identification Number: 59-1294824
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for Company: David Skipper **E-mail:** david.skipper@mottmac.com

Telephone Number: 850-602-9776 **Facsimile Number:** 850-484-8199

Name of individual who will sign the instrument on behalf of the company:
David Skipper

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

Senior Vice President

END

Verified by: _____ Date: _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/10/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Willis of New Jersey, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	PHONE (A/C, No, Ext): 1-877-945-7378	FAX (A/C, No): 1-888-467-2378
	E-MAIL ADDRESS: certificates@willis.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Mott MacDonald Florida, LLC 220 West Garden Street, Suite 700 Pensacola, FL 32502	INSURER A : Fireman's Fund Insurance Company	21873
	INSURER B : Travelers Property Casualty Company of Ame	25674
	INSURER C : American Automobile Insurance Company	21849
	INSURER D : Lloyd's	B7874
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** W6880286 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:			MZX80988373	06/30/2018	06/30/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			MZX80988373	06/30/2018	06/30/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
B	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			ZUP-15S91842-18-NF	06/30/2018	06/30/2019	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: No (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		SCW0029061801	06/30/2018	06/30/2019	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liab.			B080120388P18	06/30/2018	06/30/2019	Per Claim Per Aggregate	$1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Escambia County and the Board of County Commissioners are Additional Insureds as respects to General Liability and Auto Liability as per written contract or agreement.

CERTIFICATE HOLDER

For Your Information

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Courtesy Notice of Cancellation for Other Than Nonpayment of Premium to Designated Entities - 145977 01 11

Policy Amendment Policy Number: Policy Number: MZX80988373 Effective Date: 06/30/2018; SCW0029061801 Effective Date: 06/30/2018 General Liability; Auto Liability, Workers Compensation

Schedule

Name and Address of Person(s) or Organizations	**Number of Days Notice if other than 10 days:**
On File with Carrier, as required by written contract	Cancellation Number of Days Notice- **60** When we don't Renew (Non-Renewal)- **30**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

This policy is amended as follows:

A. If We cancel this policy prior to expiration for any reason other than non payment of premium or at Your request, and we have been notified that You are required under a current contractual obligation to notify a certificate of insurance holder or holders when this policy is canceled, then We will endeavor to mail or deliver a copy of such written notice of cancellation to the certificate holder(s) shown in the Schedule above, as follows:

   1. To the name and address corresponding to each certificate of insurance holder indicated in the Schedule above; and

   2. At least 10 days prior to the effective date of the cancellation, as shown in our notice to the first Named Insured, or, if indicated, the longer number of days notice shown in the Schedule above.

B. Notwithstanding the foregoing, such notice of cancellation is provided on an informational basis and solely to assist You in informing the certificate of insurance holder(s) in advance of pending cancellation in coverage to assist you in meeting Your contractual notice requirements to such parties. Our failure to provide such advance notification to the certificate of insurance holder(s) shown in the Schedule of this endorsement will not extend any policy cancellation date, negate any cancellation of the policy, or grant, alter or extend any rights or obligations under this policy and we shall have no liability for any failure to provide the notice(s) as provided herein.

All other terms and conditions of this policy remain unchanged.

+ 2010 Fireman's Fund Insurance Company, Novato, CA. All rights reserved.

CONTRACT ENDORSEMENT

INSURED:	Mott MacDonald Group Limited and as more fully defined in the contract
PERIOD:	**2018 to 2019**
TYPE:	Insurance of Professional Indemnity Insurance
UNIQUE MARKET REFERENCE:	B080120388P18
ENDORSEMENT REFERENCE:	0003

EFFECTIVE DATE: 6/30/2018 [00.01 local standard time at the principal address of the Assured]

It is hereby noted and agreed that Clause 23 policy agreement is amended to include the following;

d. In respect of those companies of the **Assured** that are domiciled in the United States of America or Canada, Insurers agree to provide 30 days Notice of Cancellation to the employers and/or principals in respect of those contracts undertaken by such companies and which have been declared to Insurers.

All other terms and conditions remain unaltered.

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to Escambia County
(print name of the public entity)

by David D. Skipper, PE, Senior Vice President
(print individual's name and title)

for Mott MacDonald Florida, LLC
(print name of entity submitting sworn statement)

whose business address is

220 W. Garden Street, Suite 700, Pensacola, FL 32502

and (if applicable) its Federal Employer Identification Number (FEIN) is:
59-1294824

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or
   b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

__X__ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order).**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(signature)

Sworn to an subscribed before me this 10th day of July, 2018

Personally known XXX
OR produced identification _____

_____
Notary Public - State of FLORIDA

_____
(Type of identification)

My commission expires March 18, 2021

_____
(Printed typed or stamped commissioned name of notary public)

AUDREY HARVELL LEMBERGER
MY COMMISSION EXPIRES MARCH 18, 2021
#GG 078900
Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

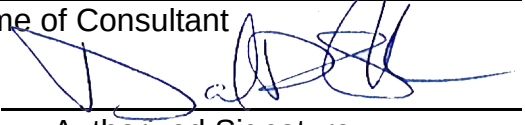
TRUTH IN NEGOTIATION CERTIFICATION

For any lump-sum or cost-plus-a-fixed-fee professional service agreement over $60,000 the Agency requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal.

The Consultant hereby certifies, covenants and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement will be accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Agency determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the agreement. For purpose of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Agency, whichever is later.

Mott MacDonald Florida, LLC
Name of Consultant

By: 
Authorized Signature

July 10, 2018
Date

REGISTER OF PROPOSALS

Solicitation #PD 17-18.069 – CEI for South Old Corry Field Road Bridge Replacement and Sidewalk & Drainage Improvements

RLI Due Date & Time: July 10, 2018 @ 11:59 PM CDT

COMPANY NAME	PHONE NUMBER	EMAIL ADDRESS	CONTACT PERSON
Mott MacDonald Florida, LLC	850-484-6011	david.skipper@mottmac.com	David Skipper, PE
HDR Construction Control Corporation	813-282-2438	marc.silva@hdrinc.com	Marc Silva
DRMP, Inc.	850-418-1084	ejernigan@drmp.com	Erica Jernigan, PE

SUBMITTALS RECEIVED BY: Jeffrey Lovingood, Purchasing Specialist DATE: July 11, 2018

WITNESSED BY Emily Weddington, Purchasing Specialist DATE: July 11, 2018

Posted 7/11/2018 @ 12:00 PM CDT

JDL

PD 17-18.069, CEI (Construction, Engineering, Inspection for South Old Corry Field Road Bridge Replacement and Sidewalk & Drainage Improvements			
Committee Evaluaion	**Mott MacDonald**	**HDR CC**	**DRMP, Inc.**
Individual Committee Member Scores			
Derek Fox	93	85	84
Nick Chauvin	100	94	88
James Duncan	95	89	91
Total	288	268	263
Individual Committee Member Ranking Based on Scores			
Derek Fox	1	2	3
Nick Chauvin	1	2	3
James Duncan	1	3	2
Total	3	7	8
Ranking	1	2	3

PD 17-18.069, CEI (Construction, Engineering, Inspection for South Old Corry Field Road Bridge Replacement and Sidewalk & Drainage Improvements				
Derek Fox		Mott MacDonald	HDR CC	DRMP, Inc.
Evaluation Criteria	Value			
Experience with providing bridge CEI services and the reporting criteria to go with them. Must submit at least two projects which have been completed with either Escambia County or FDOT.	50	46	42	40
Availability of FDOT-certified personnel to perform the following work: 1) Asphalt Roadway Technician 2) Concrete Technician 3) Concrete Inspection (Bridges) 4) Pile-Driving Inspection 5) Grouting Technician 6) Soils and Aggregate Technician 7) Earthwork Technician 8) Advanced MOT Certified 9) SWPPP Certified Personnel certifications must be attached.	25	24	20	22
Firm's ability to respond in a timely and acceptable manner to circumstances that may arise involving the project.	25	23	23	22
	Totals	93	85	84

PD 17-18.069, CEI (Construction, Engineering, Inspection for South Old Corry Field Road Bridge Replacement and Sidewalk & Drainage Improvements				
Nick Chauvin		Mott MacDonald	HDR CC	DRMP, Inc.
Evaluation Criteria	Value			
Experience with providing bridge CEI services and the reporting criteria to go with them. Must submit at least two projects which have been completed with either Escambia County or FDOT.	50	50	48	46
Availability of FDOT-certified personnel to perform the following work: 1) Asphalt Roadway Technician 2) Concrete Technician 3) Concrete Inspection (Bridges) 4) Pile-Driving Inspection 5) Grouting Technician 6) Soils and Aggregate Technician 7) Earthwork Technician 8) Advanced MOT Certified 9) SWPPP Certified Personnel certifications must be attached.	25	25	23	21
Firm's ability to respond in a timely and acceptable manner to circumstances that may arise involving the project.	25	25	23	21
	Totals	100	94	88

PD 17-18.069, CEI (Construction, Engineering, Inspection for South Old Corry Field Road Bridge Replacement and Sidewalk & Drainage Improvements				
James Duncan		Mott MacDonald	HDR CC	DRMP, Inc.
Evaluation Criteria	Value			
Experience with providing bridge CEI services and the reporting criteria to go with them. Must submit at least two projects which have been completed with either Escambia County or FDOT.	50	48	41	44
Availability of FDOT-certified personnel to perform the following work: 1) Asphalt Roadway Technician 2) Concrete Technician 3) Concrete Inspection (Bridges) 4) Pile-Driving Inspection 5) Grouting Technician 6) Soils and Aggregate Technician 7) Earthwork Technician 8) Advanced MOT Certified 9) SWPPP Certified Personnel certifications must be attached.	25	24	24	24
Firm's ability to respond in a timely and acceptable manner to circumstances that may arise involving the project.	25	23	24	23
	Totals	95	89	91

STANDARD PROFESSIONAL CONSULTING SERVICES CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN ESCAMBIA COUNTY

AND

MOTT MACDONALD FLORIDA, LLC

FORM G: CONSULTING SERVICES FOR STAND-ALONE PROJECTS

(Revised June 2016)

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AGREEMENT

THIS AGREEMENT is made and entered into this 23rd day of August, 2018, by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "the County"), whose address is 221 Palafox Place, Pensacola, Florida 32502, and Mott MacDonald Florida, LLC, a for-profit corporation authorized to transact business in the State of Florida, whose address is 220 West Garden Street, Suite 700, Pensacola, FL 32502, and whose Federal tax identification number is 59-1294824 (hereinafter referred to as the "Consultant").

ARTICLE I
DEFINITIONS AND IDENTIFICATIONS

For purposes of this Agreement and the various covenants, conditions, terms, and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are, therefore, agreed upon by the parties.

1.1 BOARD OF COUNTY COMMISSIONERS: The Board of County Commissioners of Escambia County, Florida, means the governing body of the Escambia County Government.

1.2 CONSULTANT: MOTT MACDONALD FLORIDA, LLC is the Consultant selected to perform professional services pursuant to this Agreement.

1.3 CONTRACT ADMINISTRATOR: Whenever the term "Contract Administrator" is used herein, it is intended to mean Derek Fox, Senior Engineering Project Coordinator, Public Works. In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

1.4 CONTRACT SERVICES: The intent of this Contract is to make available certain professional consultant services to Escambia County as outlined herein.

1.5 COUNTY: Escambia County is a body corporate and politic and a political subdivision of the State of Florida.

1.6 LUMP SUM COMPENSATION: Lump sum computation refers to the method of payment under this Agreement for the professional services of the Consultant.

1.7 NOTICE TO PROCEED: A Notice to Proceed is the written authorization issued by the County or the Contract Administrator to commence the Project.

1.8 PROJECT: It is the intent of this Agreement that the Consultant provide to the County certain professional services for South Old Corry Field Road Bridge Replacement and Sidewalk & Drainage Improvements CEI.

ARTICLE 2
PREAMBLE

In order to establish the background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

2.1 Under this Agreement, Escambia County will budget funds during Fiscal Year(s) 17-18 in the amount of One Hundred Three Thousand, Two Hundred Ninety Dollars ($103,290.00) for this Project.

2.2 The Board of County Commissioners has met the requirements of the Consultants' Competitive Negotiation Act, as contained in Section 287.055, Florida Statutes, as amended, and has selected the Consultant to perform the services hereunder.

2.3 Negotiations pertaining to the services to be performed by the Consultant were undertaken between Consultant and a committee selected by the Board of County Commissioners, and this Agreement incorporates the results of such negotiation.

ARTICLE 3
SCOPE OF WORK

The Consultant will provide certain professional consultant services for the tasks outlined in Escambia County's Request for Letters of Interest (RLI) in Specification No. PD 17-18.069, South Old Corry Field Road Bridge Replacement and Sidewalk & Drainage Improvements CEI, and as represented in the Consultant's Letter of Interest response to PD 17-18.069, subsequent interview, and proposal presentation. In the event of a conflict between the terms of the proposal and this Agreement, the terms of this Agreement shall prevail.

3.1 The basic services to be provided are set forth in Exhibit "A," attached hereto and incorporated by reference herein, and unless otherwise specified, such services shall be completed in accordance with the standard care in the profession at the time such services are rendered.

3.2 Such services, generally, shall include those services performed by a consultant, its employees, and subcontractors, as more specifically enumerated in the Scope of Work of Exhibit "A" and any other services specifically included therein.

3.3 The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Agreement. The consultant shall, without additional compensation, correct or revise any errors or omissions in its designs, drawings, specifications, and other services furnish pursuant to the Agreement.

(a) Neither the County's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(b) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies provided by law.

(c) If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

3.4 The Consultant shall accomplish the design services required under this Agreement so as to permit the award of a contract at a price that does not exceed the estimated construction contract price as set forth in paragraph (b) below. When bids or proposals for the construction contract are received that exceed the estimated price, the Consultant shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this Agreement. However, the Consultant shall not be required to perform such additional services at no cost to the County if the unfavorable bids or proposals are the result of conditions beyond its reasonable control.

(a) The Consultant will promptly advise the County if it finds that the project being designed will exceed or is likely to exceed the funding limitations, and it is unable to design a usable facility within these limitations. Upon receipt of such information, the County will review the Consultant's revised estimate of construction cost. The County may, if it determines that the estimated construction contract price set forth in this Agreement is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (b) below, or the County may adjust such estimated construction contract price. When bids or proposals are not solicited or are unreasonably delayed, the County shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the funding limitation. In the event the county increases the amount in (b) below the compensation to the consultant may be increased equitably.

(b) The estimated construction contract price for the project described in the Agreement is $ One Hundred Three Thousand, Two Hundred Ninety Dollars.

3.5 The Consultant may be liable for County costs resulting from negligent, reckless or intentionally wrongful errors or omissions in designs furnished under this Agreement, or failure to timely perform its services under this Agreement. Therefore, when a modification to a construction contract is required because of a negligent, reckless or intentionally wrongful error or omission in the services provided under this Agreement, the County (with the advice of technical personnel and legal counsel) shall consider the extent to which the Consultant may be reasonably liable. The County shall enforce such liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in the County's interest.

ARTICLE 4
TIME FOR PERFORMANCE

4.1 The schedule for completion of the Consultant's services shall be in accordance with Exhibit "B," which is attached hereto and made a part hereof. Such schedule may be modified from time to time upon the mutual consent of the County and the Consultant.

4.2 These services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Consultant's schedule for the performance of its services shall include allowances for periods of time required for the County's review and for its approval of submissions by the Consultant. Time limits established by this schedule, which are hereby approved by the County, shall not be exceeded by the Consultant, except for reasonable cause.

4.3 Prior to beginning the performance of any basic services under this Agreement, the Consultant must receive in writing a Notice to Proceed from the Contract Administrator.

ARTICLE 5
COMPENSATION AND METHOD OF BILLING AND PAYMENT

5.1 COMPENSATION: The County agrees to pay the Consultant, as compensation for its services under Section 3.1 of this Agreement, an aggregate fee for certain project tasks pursuant to the fee schedule set forth in Exhibit "C," attached hereto and made a part hereof. At the completion of each task, the Consultant will be compensated by a lump sum amount, which has been negotiated for that task, unless otherwise mutually agreed to by the parties hereto. The total fee for all such services, to be performed by the Consultant, including costs, direct expenses, and any other charges described in Section 5.3, is to be paid as follows: A lump sum amount of One Hundred Three Thousand Two Hundred Ninety Dollars ($103,290.00). Final payment will be subject to approval by the Board of County Commissioners.

5.2 FEE SCHEDULE: The "fee schedule," as used herein, shall mean the charges shown in Exhibit "C" for certain tasks to be performed by the Consultant. Such fees shall include, all inclusively the Consultant's salaries of professional and administrative staff, sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, unemployment compensation insurance, retirement benefits, medical and insurance benefits, air travel, auto travel, telephone, facsimile, reproduction costs, other routine overhead expenses, profit, and all other expenses of every type.

5.3 DIRECT EXPENSES: Direct expenses are those expenses directly attributable to the Project, which will be exclusively borne by Consultant, and are included in its aggregate fee, they shall include, but not be limited to, the following:

(a) Transportation expenses in connection with the Project.
(b) Living expenses in connection with travel and any other travel expenses.
(c) Long distance communications and other miscellaneous budget expenses.
(d) Cost of printing plans, drawings, and specifications which are required by or of the Consultant to deliver the services set forth in this Agreement. The Consultant agrees and understands that it will furnish to the County two (2) sets of all Project plans, reports, and specifications in a bound format acceptable to the County.
(e) Cost of any software or hardware used or developed for the Project, including CAD/CADD time.

5.4 METHOD OF BILLING AND PAYMENT:

(a) For lump sum contracts, the Consultant may submit bills to the County at the completion and approval of each task or at the partial completion of a task on a pro-rata basis. However, requests for payment shall not be made more frequently than once a month. The Consultant shall submit such monthly statements identifying the nature of the work performed.

Calculations shall be made monthly of the amount and value of the work accomplished and services performed by the Consultant which meet the standards of quality established under this Agreement. The estimates shall be prepared by the Consultant and accompanied by such supporting data as required by the Contract Administrator.

(b) The County agrees that it shall pay the Consultant within forty five (45) business days of receipt of the Consultant's statement provided that the invoice is correct and is consistent with the terms of this Agreement.

(c) Payments under this Agreement and interest on any late payments shall be governed by the Florida Prompt Payment Act, §§ 218.70, et seq., as amended.

5.5 NOTICES:

(a) Any notice, invoice, payment, or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or other private courier service, such as Federal Express.

(b) Unless otherwise notified in writing of a new address, notices, payment, and invoices shall be made to each party at the below listed addresses. Rejection, or other refusal by the addressee to accept, or the inability of the courier service, or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

(c) Payments and Notices to the Consultant shall be made to:

220 West Garden Street
Suite 700
Pensacola, FL 32502

(d) Invoices to the County shall be sent to:

Derek Fox
Central Office Complex
3363 West Park Place
Pensacola, Florida 32505

Notices to the County shall be sent to:

County Administrator
P.O. Box 1591
Pensacola, Florida 32597-1591

ARTICLE 6
ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK

6.1 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work to be provided under this Agreement. Such changes must be in accordance with the procurement policies of the County and must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.

ARTICLE 7
COUNTY'S RESPONSIBILITIES

7.1 The County shall furnish to the Consultant, as required for performance of the Consultant's basic services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to this Project.

7.2 The County shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform its services.

7.3 Within a reasonable time so as not to delay the services of the Consultant, the County shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor, or other Consultants, as the County deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

7.4 The County shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

7.5 The County shall give prompt written notice to the Consultant whenever the County observes or otherwise becomes aware of any development that affects the scope of timing of the Consultant's services, or any defect in the work of the Consultant.

ARTICLE 8
CONSULTANT'S RESPONSIBILITIES

8.1 QUALITY OF SERVICES:

(a) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished pursuant to this Agreement.

(b) To that end, the Consultant shall correct or shall revise, without additional compensation, any errors or omissions in its work product or shall make such revisions as are necessary as the result of the failure of the Consultant to provide an accurate, more

efficient, and properly constructible product in its designs, drawings, specifications, or other services.

(c) The County's review/approval/acceptance of or payment for the services required by this Agreement shall NOT be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. Additionally, the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(d) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies otherwise provided by law.

8.2 CONSULTANT PROFESSIONAL REGISTRATION AND CERTIFICATION:

(a) The design services provided to the County by the Consultant shall be certified by professional consultants registered to practice and in good standing in the State of Florida. Any project inspection services also shall be reviewed and shall be approved by such professional consultants.

(b) The survey services provided to the County by the Consultant shall be certified by professional land surveyors registered to practice and in good standing in the State of Florida.

(c) Permit applications to State and Federal agencies prepared by the Consultant shall be signed and shall be sealed by the Consultant, as the project's Consultant of Record. For all such permit applications, post-construction certification also shall be made by the Consultant to the appropriate State or Federal permitting agency.

ARTICLE 9
GENERAL PROVISIONS

9.1 OWNERSHIP OF DOCUMENTS:

(a) Drawings, specifications, design, models, photographs, reports, surveys, and other data, including intellectual property of any type or description, produced by the Consultant in connection with this Agreement are and shall remain the property of the County whether the Project for which they were made is completed or not. Such ownership also shall include any electronic files developed or created of such documents.

(b) When such documents are provided to other parties, the Consultant shall ensure return of the County’s property by collecting, if appropriate, a deposit equal to the cost of reproduction. Such deposit shall be returned if the documents are timely returned in a useable condition. Otherwise, such deposit shall be retained by the Consultant.

9.2 TERMINATION:

(a) This Agreement may be terminated by either party for cause, or by the County for convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the Consultant shall be paid its compensation for

services performed to termination date, including all reimbursable expenses then due or incurred to the date of termination.

(b) Termination for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement.

(c) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. If the Consultant abandons this Agreement or causes it to be terminated, the Consultant shall indemnify the County against any loss pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the Project. All finished or unfinished documents, data, studies surveys, drawings, maps, models, photographs, and reports prepared by the Consultant shall become the property of the County and shall be immediately delivered by the Consultant to the County.

(d) Vendor suspension or debarment proceedings brought by County pursuant to Chapter 46, Article II, Division 2, Section 46-102, Escambia County Code of Ordinances, shall be grounds for immediate termination of this Agreement.

9.3 RECORDS:

(a) The Consultant shall keep such records and accounts and shall require any subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement and any expenses for which the Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County, and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of any fees or expenses based upon such entries.

(b) The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. The Consultant shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. The Consultant 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, Consultant agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Consultant and its surety, if any, seven (7) days written notice, during which period the Consultant still fails to allow access to such documents, terminate the employment of the Consultant. In such case, the Consultant shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Consultant (excluding monies owed the Consultant for subcontractor work).

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

9.4 NO CONTINGENT FEES: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

9.5 SUBCONTRACTORS: The County approves the use of subcontractors by the Consultant. In the event the Consultant, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, it must secure the prior written approval of the County for employment of such subcontractors.

9.6 ASSIGNMENT: This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Consultant, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

9.7 HOLD HARMLESS AND INDEMNIFICATION OF COUNTY:

The Consultant agrees to hold harmless and indemnify the County and its agents, officers, and employees from all liabilities, damages, losses, and costs, including attorneys' fees and paralegals' fees, incurred by County to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Consultant, or by any other person for whom the Consultant is legally liable. Consultant's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm or corporation to whom any portion of the Work is subcontracted by Consultant, and Consultant shall not be required to indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's and paralegal fees.

County and Consultant agree one percent (1%) of the Contract Amount paid by County to Consultant shall be given as separate consideration for this indemnification, and any other indemnification of County by Consultant provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Consultant by Consultant's acceptance and execution of the Agreement.

Consultant agrees that such indemnification by the Consultant relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter. The Consultant's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9.8 INSURANCE: The Consultant is required to carry the following insurance:

(a) Commercial General Liability with $1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Professional Liability coverage with $1,000,000 minimum limit, except where the estimated construction contract price for the project described in the Agreement is greater than $5 Million dollars, the minimum limit of professional liability coverage shall be equal to 25% of the estimated construction contract price for the project. Said coverage shall be continuously maintained and in effect for a period of not less than **five (5) years** from the effective date of this Agreement. The policy limit of liability shall not include legal fees and other defense costs. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the effective date of this Agreement and shall not be advanced.

If at any time during the aforementioned policy period there should be a cancellation, non-renewal, or lapse in coverage, professional liability coverage shall be extended for the remainder of the five year period with a supplemental extended reporting period (SERP) endorsement to take effect upon expiration of the policy period referenced above. The limits of liability applicable to the SERP coverage shall be equal to the limits of liability applicable to the policy referenced above and to which the endorsement attaches.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Consultant, as defined in Section 1.2, consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be a minimum financial size of VII, according to the latest edition of the A.M. Best Key Rating Guide. An A or better Best Rating is referred; however, other ratings if "Secure Best Ratings" may be considered. Liability policies shall be underwritten

on the occurrence basis, except the professional and environmental impairment coverage may be provided on a claims made basis. Escambia County and the Board of County Commissioners shall be “additional insured's” on all liability policies (except professional liability). Certificates of insurance shall be provided to Joe Pillitary, Purchasing Manager, P.O. Box 1591, Pensacola, Florida 32597-1591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

9.9 REPRESENTATIVE OF COUNTY AND CONSULTANT:

(a) It is recognized that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon request by the Consultant, shall designate and shall advise the Consultant in writing, persons to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

(b) The Consultant shall inform the Contract Administrator in writing of the representative of the Consultant to whom matters involving the conduct of the Project shall be addressed.

9.10 ALL PRIOR AGREEMENTS SUPERSEDED:

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.

(b) It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

9.11 TRUTH-IN-NEGOTIATION CERTIFICATE: The signing of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

9.12 HEADINGS: Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

9.13 GRATUITIES: Neither the Consultant nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Consultant acknowledges knowledge of the State of Florida’s ethics statutes and to the extent applicable to the Consultant, the Consultant agrees to abide with such statutes.

9.14 CONFLICT OF INTEREST: The Consultant hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of the Consultant now has or will have. Said disclosure shall be made by the Consultant contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Consultant. The Consultant at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall result in the immediate termination of this Agreement pursuant to Chapter 46, Article II, Division 4 of the Escambia County Code of Ordinances.

9.15 SURVIVAL: All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

9.16 GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter which is a subject of this Agreement shall be in the County of Escambia.

9.17 INTERPRETATION: For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the Consultant discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Consultant shall immediately notify the County and request clarification of the County's interpretation of this Agreement.

(b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

9.18 SEVERABILITY: The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

9.19 COMPLIANCE WITH LAWS: The Consultant shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the Consultant shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

9.20 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be

funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

9.21 PARTICIPATION IN OTHER PROCEEDINGS: At the County's request, the Consultant shall allow itself to be joined as a party in any legal proceeding that involves the County regarding the design, construction, or installation of any matter which is the subject of this Agreement. This provision is for the benefit of the County and not for the benefit of any other party.

9.22 FURTHER DOCUMENTS: The parties shall execute and deliver all documents and perform further actions that may reasonably necessary to effectuate the provisions of this Agreement.

9.23 NO WAIVER: The failure of the Consultant or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement through the express delegation of authority set forth in Chapter 46, Article II of the Escambia County Code of Ordinances, and Mott MacDonald Florida, LLC, signing by and through its President, duly authorized to execute same.

COUNTY:
ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

WITNESS:

_____
Witness

By: _____
County Administrator

_____
Witness

Date: _____

BCC Approved: _____

CONSULTANT:
Mott MacDonald, a For-Profit Corporation authorized to do business in the State of Florida.

ATTEST:
Corporate Secretary

By: _____
David Skipper, Senior Vice President

By: _____
Secretary

Date: _____

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15054 **County Administrator's Report 13. 13.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 11/01/2018
Issue: Contract Award for Re-Bid Pensacola Beach Sign Frame Replacement
From: Paul Nobles, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Contract Award for Re-Bid Pensacola Beach Sign Frame Replacement - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Kenco Sign and Awning, LLC, per the terms and conditions of PD 17-18.099, Re-Bid Pensacola Beach Sign Frame Replacement for the Alternate Bid 1 amount of $262,440.90, (installation of a complete new sign and frame).

[Funding: Fund Number 167, Bob Sikes Toll Fund; Cost Center 140302, Bob Sikes Toll - Operation & Maintenance; Object Code 56301, Improvements Other Than Buildings]

BACKGROUND:

An Invitation to Bid for PD 17-18.099, Re-Bid Pensacola Beach Sign Frame Replacement, was publicly noticed on September 04, 2018. A non-mandatory Pre-Solicitation Conference was held on September 19, 2018, in the Office of Purchasing, and one firm attended. Bids were received from two firms on October 11, 2018. Kenco Signs and Awning, LLC was deemed to be the lowest, most responsible bidder with an Alternate Bid 1 amount of $262,440.90.

The Santa Rosa Island Authority has agreed to partially contribute financially to the project, and has allocated $75,000 to be reimbursed to the County upon project completion.

BUDGETARY IMPACT:

Funding: Fund Number 167, Bob Sikes Toll Fund; Cost Center 140302, Bob Sikes Toll - Operation & Maintenance; Object Code 56301, Improvements Other Than Buildings

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard for of Contract, Form A, Construction - A/E Designed.

PERSONNEL:

All work associated with this recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney's Standard Form of Contract, Form A, Construction - A/E Designed, as well as the Purchase Order.

Attachments

Original Solicitation
Addendum 1
Addendum 2
Bid Tab Recommendation to Award
Recommendation to Award Determination Checklist
Agreement

ESCAMBIA COUNTY
FLORIDA

INVITATION TO BIDDERS

RE-BID PENSACOLA BEACH SIGN FRAME REPLACEMENT
SPECIFICATION NUMBER PD 17-18.099

BIDS WILL BE RECEIVED UNTIL 2:00 PM CDT, OCTOBER 05, 2018
Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell, III Building
Post Office Box 1591
Pensacola, FL 32591-1591

A non-mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at **10:00 AM CDT, September 19, 2018**

Board of County Commissioners
Jeff Bergosh, Chairman
Lumon J. May, Vice Chairman
Steven Barry
Grover C. Robinson, IV
Douglas B. Underhill

From:
Paul R. Nobles
Purchasing Manager

Assistance:
Jeffrey Lovingood
Purchasing Specialist
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Telephone: 850-595-4953
E-Mail: JDLovingood@myescambia.com

SPECIAL ACCOMMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing (850-595-4980) at least five (5) working days prior to the solicitation opening.

Notice

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to vendors of the local vendor preference policy:

Sec. 46-110.-Local Preference in Bidding

a) Legislative Intent:

The Escambia County Board of County Commissioners finds that local businesses are often at a disadvantage when competing with other non-local businesses in that the cost of doing business in Escambia County is higher than other areas of the state and giving local businesses a preference in the procurement of goods and services serves a compelling public purpose for the benefit of the taxpayer and residents of Escambia County as such preference encourages local industry, employment opportunities, and increases the County's overall tax base.

b) "Local Business" Defined:

For the purposes of this section, "Local Business" shall mean a business which meets all of the following criteria:

1. Has had a fixed office or distribution point located in and having a street address within Escambia County of Santa Rosa County for at least one (1) year immediately prior to the issuance of the request for competitive bids by the County. The fixed office or distribution point must be staffed by at least one (1) employee. Post Office boxes are not verifiable and shall not be used for the purpose of establishing a physical address, and

2. Holds any business license required by Escambia County or Santa Rosa County, and

3. Is the principal Offeror who is a single Offeror; a business which is the prime Contractor and not a Sub-Contractor, or a partner, or joint venture submitting an offer in conjunction with other businesses.

c) Certification:

Any vendor claiming to be a local business as defined above shall so certify in writing to the Escambia County Office of Purchasing. The certification shall provide all necessary information to meet the requirements provided herein. The purchasing agent shall not be required to verify the accuracy of any such certification, and shall have the sole discretion to determine if a vendor meets the definition of a "Local Business."

d) Preference in Purchase of Commodities and Services by Means of Competitive Bid:

Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

Competitive Bid (Local Price Match Option): Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.99, and the bid submitted by one or more qualified and responsive local businesses is within **five percent (5%)** of the price submitted by the non-

local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **Community Redevelopment Area (CRA)** is within **seven percent (7%)** of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualifies and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.99, and the bid submitted by one or more qualified and responsive local businesses is within **three percent (3%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses is within **two percent (2%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **four percent (4%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the Escambia County Office of Purchasing within five (5) business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the Escambia County Board of County Commissioners.

e) Notice:

All bid solicitation documents shall include notice to vendors of the local preference policy.

f) Waiver of the Application of Local Preference:

The application of local preference to a particular purchase or contract for which the Board of County Commissioners is the awarding authority may be waived upon approval of the Board of County Commissioners.

g) Limitations:

1. The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the Escambia County Purchasing Code.

2. The provisions of this section shall not apply where prohibited by federal or Florida law, or where prohibited under the conditions of any grant.

3. The provisions of this section shall not apply to any purchase exempted from the provisions of the Escambia County Purchasing Code.

4. The provisions of this section shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), F.S. § 287.055.

h) Penalties:

1. Misrepresentation:

A vendor who misrepresents the local preference status of its firm in a bid or proposal submitted to the County will lose the privilege to claim local preference status for a period of up to one (1) year from the date of the award of the contract or upon completion of the contract, whichever is greater.

2. Failure to Maintain Local Business Preference Qualifications:

Any vendor that does not maintain its local preference status resulted in the awarded contract shall be in breach of contract and will be subject to termination of the contract, suspension of payments under the contract, and loss of the local preference status on the contract awarded.

3. Lack of Good Faith:

The Contractor or firm may show that it attempted through reasonable and objective means and in good faith to comply with the terms of the contract relating to local businesses but was unable to comply. If the County determines that the Contractor or firm did not act in good faith, all amounts paid to the Contractor or firm under the County contract intended for expenditure with the local business shall be forfeited and recoverable by the County. In addition, the contract may be rescinded and the County may return all or a portion of the goods received and recover all amounts

paid under the contract for the goods which were returned.

Effective July 1, 2015, the County **may not** use a local preference for a "competitive solicitation for **construction services** in which **fifty percent (50%) or more** of the cost will be paid from state appropriated funds which have been appropriated at the time of the competitive solicitation." For any such solicitation, the County must disclose in the bid package that "any applicable local ordinance or regulation does not include any local preference…" See §255.0991, Florida Statutes.

ESCAMBIA COUNTY, FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
RE-BID PENSACOLA BEACH SIGN FRAME REPLACEMENT
SPECIFICATION PD 17-18.099

HOW TO SUBMIT YOUR BID:
Please review this document carefully. Offers that are accepted by the County are binding contracts. **Incomplete bids are not acceptable.** All documents and submittals shall be received by the Office of Purchasing on or before the date and hour specified for receipt. Late bids will be returned unopened.

* *Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents.*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH THE BID:
- Solicitation, Offer, and Bid Form. The Bid Form must contain an original signature in indelible ink. Bids with photocopies or scanned signatures will not be accepted.
- Bid Surety (bond, check, etc.)

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH THE BID:
- Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Entity Crimes.
- Drug-Free Workplace Form.
- Information Sheet for Transactions and Conveyances Corporate Identification.
- Certificate of Authority to do Business from the State of Florida.
- Occupational License.
- Florida Department of Business and Professional Regulation – License(s), Certification(s), and/or Registration(s).

BEFORE YOU SUBMIT YOUR BID, HAVE YOU:
Placed your bid with all required submittal items in a sealed envelope, clearly marked for specification number, project name, name of bidder, and due date and time of bid receipt?

THE FOLLOWING DOCUMENTS ARE REQUIRED UPON NOTICE OF AWARD:
- Certificate of Insurance
- Payment and Performance Bonds

HOW TO SUBMIT A NO BID:
If you do not wish to bid at this time, please remove the Solicitation, Offer, and Bid Form from the Bid Package and enter No Bid in the "Reason for No Offer" block, your company's name, address, signature, and return the Solicitation, Offer, and Bid Form in a sealed envelope. This will ensure your company's active status in our Bidder's list.

This form is for your convenience to assist in filling out your bid.
Do not return this form with your bid.

RE-BID PENSACOLA BEACH SIGN FRAME REPLACEMENT
PD 17-18.099

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Forms marked with an (* Asterisk) must be returned with the Bid.
Forms marked with a (** Double Asterisk) should be returned with the Bid.

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IMPORTANT NOTICE

THE BID FORM FOR THIS SOLICITATION IS NOW LOCATED ON THE ATTACHED EXCEL SPREADSHEET: "*PD 17-18.099 Bid Form*".

BIDDERS ARE REQUIRED TO COMPLETE THE BID FORM ON THE SPREADSHEET AND PRINT IT FOR SIGNATURE.

THE PRINTED BID FORM MUST BE SUBMITTED WITH AN ORIGINAL SIGNATURE OR THE BID WILL NOT BE ACCEPTED.

THE EXCEL SPREADSHEET MUST BE COMPLETED AND SUBMITTED VIA ELECTRONIC FORMAT (CD OR FLASH DRIVE)

If your company is located within a Community Redevelopment Area of Escambia County, Florida, please Indicate by marking an X in the blank (***Sec. 46-110.-Local Preference in Bidding)***.
Yes ___ No ___

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No._____ Date_____

Addendum No. _____ Date _____ Addendum No._____ Date_____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORTATION

State of Florida Department of State Certificate of Authority Document Number
_____

Occupational License # _____

Florida DBPR Contractor's License, Certification, and/or Registration #
_____

Type of Contractor's License, Certification, and/or Registration _____

Expiration Date: _____

County Permits/Fees Required for this Project:
_____

Person to Contact Concerning This Bid:

Name: _____

Phone: _____

E-Mail: _____

Person to Contact for Emergency Service:

Name: _____

Phone: _____

E-Mail: _____

Attached to bid you shall find a **bid bond, cashier's check, or certified check** (circle one that applies) in the amount of **five percent (5%) of bid**.

The work shall be substantially completed within **one hundred five (105) calendar days** from the Commencement Date. The Bidder agrees to fully complete all work included above within **one hundred twenty (120) consecutive calendar days** from the date of Notice to Proceed. **Liquidated damages of One Hundred Dollars ($100.00) each day will be assessed for each day that completion of the project is delayed.** All work to be accomplished under this bid shall be the responsibility of Bidder and failure of Sub-Contractors to perform shall not relieve Bidder of any liquidated damages. A Bid Bond in the amount of **five percent (5%) of base bid** is to be furnished by each Bidder. Bidder further acknowledges that all of the work outlined above may not be required at the discretion of Escambia County. The total will be subject to total funds available during the course of the work. However, it is the intent of Escambia County at this time to substantially complete the listed work.

Names and addresses of proposed Subcontractors to be utilized for work on this project:

1.

2.

3.

4.

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A),
FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(Print Name of Public Entity)

By _____
(Print Individual's Name and Title)

For _____
(Print Name of Entity Submitting Sworn Statement)

Whose business address is:

_____

_____

And (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Indicate which statement applies.**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with a convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that is not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order.)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY INDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
Signature

Sworn to and subscribed before me this _____ day of _____,
20_____. Personally known _____
OR produced identification _____ Type of Identification: _____
Notary Public: State of _____

My Commission Expires: _____

_____
(Printed, Typed, or Stamped Commissioned Name of Notary Public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statue 287.087 hereby certifies that _____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph One (1).

4. In the statement specified in Paragraph One (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or please of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check One:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____

Offeror's Signature

_____

Date

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 1 of 2)

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital that all information is accurate and complete. Please be certain that all spelling, capitalization, etc. is exactly as registered with the state or Federal Government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation:
In what state was it created: _____
Name as spelled in that state: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document Number:
_____

Does it use a registered fictitious name: Yes or No

Names of Officers:
President: _____ Secretary: _____
Vice President: _____ Treasurer: _____
Director: _____ Director: _____
Other: _____ Other: _____

Name of Corporation (As Used in Florida)

_____
(Spelled Exactly as it is Registered with the state or Federal Government)

Corporate Address:
Post Office Box: _____
City, State, Zip: _____

Street Address: _____
City, State, Zip: _____

(Please provide both the Post Office Box and street address for mail and/or express delivery; also for recorded instruments involving land.)

Please complete this form on the following page.

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 2 of 2)

Federal Identification Number:

_____

(For all instruments to be recorded, taxpayer's identification is needed.)

Contact Person for Company:

_____

E-Mail: _____ **Telephone:** _____
Facsimile: _____

Name of Individual Who Will Sign the Instrument on Behalf of the Company:

_____

Upon Certification of Award, Contract shall be signed by the President or Vice President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded Contractor shall submit a copy of the resolution together with the executed Contract to the Office of Purchasing.

(Spelled exactly as it would appear on the instrument.)

Title of the Individual Named Above Who Will Sign on Behalf of the Company:

_____

END

_____

Verified by: _____ Date: _____

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing web site (see Bid Information below), by telephoning the Office of Purchasing at 850-595-4980, or by fax at 850-595-4806.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder Solicitation, Offer, and Bid Form(s) in accordance with these General Terms and Special Terms and Conditions constitutes an offer from the Offeror. The conditions incorporated herein become a part of the written Agreement between the parties.

BID INFORMATION: See Escambia County Office of Purchasing web site at https://myescambia.com/our-services/purchasing then click "Solicitations".

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms, and Payment
    - 5.01 Taxes
    - 5.02 Discounts
    - 5.03 Mistakes
    - 5.04 Condition and Packaging
    - 5.05 Safety Standards
    - 5.06 Invoicing and Payment
    - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturers' Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
    - 9.01 County Procedure on Acceptance of Gifts
    - 9.02 Contractors Required to Disclose Any Gift Giving
    - 9.03 Gratuities
10. Awards
11. Non-Conformation to Contract Conditions
12. Inspection, Acceptance, and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancellation
18. Abnormal Quantities
19. Advertising
20. Assignment
21. Liability

The following General Terms and Conditions are incorporated by reference (Continued)

22. Facilities
23. Distribution of Certification of Contract
24. The Successful Bidder(s) Must Provide
25. Addition/Deletion of Items
26. Ordering Instructions
27. Public Records
28. Delivery
29. Samples
30. Additional Quantities
31. Service and Warranty
32. Default
33. Equal Employment Opportunity
34. Florida Preference
35. Contractor Personnel
36. Award
37. Uniform Commercial Code
38. Contractual Agreement
39. Payment Terms/Discounts
40. Improper Invoice; Resolution of Disputes
41. Public Entity Crimes
42. Suspended and Debarred Vendors
43. Drug-Free Workplace Form
44. Information Sheet for Transactions and Conveyances
45. Copies
46. License and Certifications – For access to Certification/Registration Form for doing Business in Florida, go to the Department of State, Division of Corporations, URL: http://dos.myflorida.com/sunbiz/search/
47. Execution of Contract
48. Purchase Order
49. No Contingent Fees
50. Solicitation Expenses
51. On-Line Auction Services

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgement is from the lowest, most responsible, and responsive Offeror(s).

Instructions to Offerors

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered to the Office of Purchasing, 2nd Floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, FL 32502, in a sealed envelope clearly marked:

Specification Number PD 17-18.099, "RE-BID PENSACOLA BEACH SIGN FRAME REPLACEMENT", Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service (FedEx, Airborne, UPS, etc.) you must mark the air-bill and envelope or box with the Specification number and project name.

Regardless of the method of delivery, each Offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the Offeror(s).

The Following Policy will apply to all methods of source selection:

A. Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the Purchasing Manager.

B. Definitions

Blackout Period means the period between the time the bid for invitations for bid are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise cancelled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or

against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

C. Sanctions

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

1) Rejection/Disqualification of Submittal,

2) Termination of Contract; or

3) Suspension or Debarment as Provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

2. SUMMARY OF WORK

Contractor shall provide bids for the two different bidding options listed below:

A. **BASE BID** – New sign structure and refurbishment of the existing sign internal components. No external sign refurbishments shall be completed due to the fragile nature and limited ability to replacing neon tubing.

B. **ALTERNATE BID #1** – New sign structure and all new signs with the existing signs being hauled and stored at a secured Escambia County storage location that has been assigned by Escambia County engineering and public works personnel, David Forte and Joy Jones.

OPTION A: BASE BID (NEW SIGN STRUCTURE AND REFURBUISH INTERNAL EXISTINGSIGN COMPONENTS)

1. Mobilization/Demobilization

2. CONTRACTOR shall work with Escambia County on a timeline for when the work shall begin and be completed by. Due to the public nature of the sign, sign location, all large milestone events shall be coordinated with Escambia County and Santa Rosa County (2) weeks before these milestone events occur.

3. The Contractor shall refer to drawings for full description of work to be completed.

4. Contractor shall notify Escambia and Santa Rosa County (2) weeks before demolition of existing sign structure and existing sign structure appurtenances.

5. Contractor shall notify Gulf Power of lift adjacent to power lines (1) week prior to notification of lifting operations.

6. Contractor shall become familiar with the site before mobilization to identify overhead power lines, existing utilities, landscaping, etc. Contractor shall take all necessary precautions to

strictly contain the demolition within the limits of the required work zone and avoid any damage to existing structures, utilities, and landscaping. Any damage incurred in execution of this contract to any part of the property and/or structure not specifically designated for demolition shall be repaired at no additional cost to the owner.

7. Coordinate with Gulf Power and de-energize power supply to existing signs.

8. Disconnect electrical wiring from existing signs.

9. Detach and remove existing signs from the existing structure.

10. Haul the existing signs to a secured Escambia County storage location that has been assigned by Escambia County engineering and public works personnel, David Forte and Joy Jones. Final Escambia County storage location shall be coordinated with Escambia County engineering and public works personnel, David Forte and Joy Jones (2) weeks before the existing sign removal. The existing signs shall be stored in a manner that protects the existing signs and their components from damage or theft.

11. Field measure/confirm dimensions and orientation of all existing sign support members. This should be completed before beginning material procurement, fabrication, and erection. New sign support framing shall be fabricated to match the existing layout for compatibility with signs.

12. Demolish existing sign steel frame and components in its entirety. Contractor is to become familiar with all existing elements of existing sign structure prior to commencing demolition. Contractor shall prepare a written demolition plan and submit it to the engineer. Plan shall detail the methodology and sequence of demolition. All demolished material, unless otherwise noted, shall be completely removed and disposed of by the contractor at an approved disposal facility.

13. Chip down concrete foundations to sound material, max 3". Cut off existing anchor bolts at lowest exposed point.

14. Clean and remove any deleterious materials remaining on the existing exposed piers/foundations. Apply Sika Armatec 110 Epocem or approved equivalent, and place high strength cementitious grout to achieve a level finish that matches existing top of pier elevation.

15. Install threaded rods for new sign structure.

16. Contractor shall notify Gulf Power of lift adjacent to power lines (1) week prior to notification of lifting operations.

17. Erect new steel frame structure.

18. Contractor shall refurbish the internal electrical components of the sign. Contractor shall refer to S-3 for electrical components to be refurbished. Due to the fragile nature and limited ability to replacing neon tubing, the exterior surface of the existing signs WILL NOT BE REPAINTED, REPAIRED OR REFURBISHED.

19. Contractor shall haul the signs back from the location specified by Escambia County and the re-install the existing signs with the refurbished internal components. Contractor shall notify

Escambia and Santa Rosa County (2) weeks before re-installation of signs and sign appurtenances.

20. Contractor shall reattach signs to the new structure.

21. Contractor shall reconnect electrical wiring to signs.

22. Contractor shall re-energize the power supply to signs.

23. Contractor shall develop As-built drawings

OPTION B: <u>ALTERNATE BID #1 (NEW SIGN STRUCTURE AND NEW SIGNS WITH EXISTING SIGNS HAULED AND STORED TO AN APPROVED LOCATION SPECIFIED BY ESCAMBIA COUNTY)</u>

24. Mobilization/Demobilziation

25. CONTRACTOR shall work with Escambia County on a timeline for when the work shall begin and be completed by. Due to the public nature of the sign, sign location, all large milestone events shall be coordinated with Escambia County and Santa Rosa County (2) weeks before these milestone events occur.

26. The Contractor shall refer to drawings for full description of work to be completed.

27. Contractor shall notify Escambia and Santa Rosa County (2) weeks before demolition of existing sign structure and existing sign structure appurtenances.

28. Contractor shall notify Gulf Power of lift adjacent to power lines (1) week prior to notification of lifting operations.

29. Contractor shall become familiar with the site before mobilization to identify overhead power lines, existing utilities, landscaping, etc. Contractor shall take all necessary precautions to strictly contain the demolition within the limits of the required work zone and avoid any damage to existing structures, utilities, and landscaping. Any damage incurred in execution of this contract to any part of the property and/or structure not specifically designated for demolition shall be repaired at no additional cost to the owner.

30. Coordinate with Gulf Power and de-energize power supply to the existing signs.

31. Disconnect electrical wiring from existing signs.

32. Detach and remove existing signs from the existing structure.

33. Haul the existing signs to a secured <u>Escambia County storage location that has been assigned by Escambia County engineering and public works personnel, David Forte and Joy Jones</u>. Final Escambia County storage location shall be coordinated with Escambia County engineering and public works personnel, David Forte and Joy Jones (2) weeks before the existing sign removal. The existing signs shall be stored in a manner that protects the existing signs and their components from damage or theft. Sign storage in ALTERNATE #1 shall be considered permanent storage.

34. Field measure/confirm dimensions and orientation of all existing sign support members. This should be completed before beginning material procurement, fabrication, and erection. New

sign support framing shall be fabricated to match the existing layout for compatibility with signs.

35. Demolish existing sign steel frame and components in its entirety. Contractor is to become familiar with all existing elements of existing sign structure prior to commencing demolition. Contractor shall prepare a written demolition plan and submit it to the engineer. Plan shall detail the methodology and sequence of demolition. All demolished material, unless otherwise noted, shall be completely removed and disposed of by the contractor at an approved disposal facility.

36. Chip down concrete foundations to sound material, max 3". Cut off existing anchor bolts at lowest exposed point.

37. Clean and remove any deleterious materials remaining on the existing piers/foundations. Apply Sika Armatec 110 Epocem or approved equivalent, and place high strength cementitious grout to achieve a level finish that matches existing top of pier elevation.

38. Install threaded rods for new sign structure.

39. Contractor shall notify Gulf Power of lift adjacent to power lines (1) week prior to notification of lifting operations.

40. Erect new steel frame structure

41. Provide pricing a new sign alternative option. The new sign shall meet the following requirements:
    a) The appearance and functionality shall match that of the existing sign.
    b) Materials shall be corrosion resistant.
    c) Lights shall use modern, efficient luminaires (LED) that produce the same visual appearance as the existing sign.
    d) Controller shall be efficient and require minimal maintenance.
    e) Price shall reflect the furnished and installed cost of a new sign.

42. Contracted company performing maintenance on the current Pensacola Beach sign for Escambia County - Plastic Art Signs – 3931 W Navy Boulevard Pensacola FL 32507

43. Contractor shall haul and erect new signs on new sign structure.

44. Contractor shall make all required electrical connections.

45. Contractor shall re-energize the power supply to the signs.

46. Contractor shall develop As-built drawings

47. CONTRACTOR SHALL NOT PRICE SIGN REFURBISHMENT IN ALTERNATE #1 BIDS ONLY NEW SIGN STRUCTURE WITH NEW SIGNS.

3. <u>Bid Surety</u>

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **5%** of the total offer.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the Offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful Offeror(s) will be returned immediately after the Offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the Offeror and the County, and/or the Offeror accepts the purchase order by signing the Solicitation, Offer and Bid Form and returning to the County Purchasing department. Any unsuccessful Offeror(s) will have the amounts of his cashier's or certified check returned via County warrant promptly after award.

All Offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

4. Performance and Payment Bonds

The County **shall** require the successful Offeror(s) to furnish **separate performance and payment bonds**, under pledge of adequate surety and covering up to **100% of the dollar value of award** on the forms provided by the County. Such bonds shall be issued by sureties authorized to act as a surety by the State of Florida. Bonds of the successful Offeror(s) shall be reviewed by the Office of Purchasing to assure compliance, then recorded in the Office of the Clerk of the Circuit Court Recording Office, 1st Floor, 221 Palafox Place, Pensacola, Florida, by the successful Offeror at his expense before the contract is executed. The cost of recording is $10.00 for the first page and $8.50 for each additional page.

5. Procurement Questions

Questions may be directed to Jeffrey Lovingood, Purchasing Specialist, at JDLovingood@myescambia.com. Last day for questions will be September 25, 2018 at 5:00 p.m. CDT.

6. Bid Forms

This Solicitation contains a Solicitation, Offer, and Bid Form which shall be submitted in a sealed envelope, in duplicate with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offeror's Checklist included in this Solicitation provides instructions to the Offeror on the documentation to be submitted during the procurement process.

7. Pre-Solicitation Conference

A non-mandatory Pre-Solicitation Conference will be held at the Office of Purchasing Conference Room 11.407, located at 213 Palafox Place, Pensacola, FL, 32502, on September 19, 2018, at 10:00 AM CDT.

It is strongly encouraged that all potential bidders attend this non-mandatory conference so they can ask questions and be automatically notified of any updates prior to the Bid Opening.

8. F.O.B. Point

The F.O.B. point shall be **installed** at the location(s) specified herein.

9. Liquidated Damages

Should the awarded vendor fail to complete the required services or make delivery of the commodities or equipment within the time(s) specified in the contract, or within such additional time(s) as may be granted by Escambia County, the County will suffer damage, the amount of which is difficult, if not impossible to ascertain therefore, the vendor shall pay to the County, as liquidated damages, the sum of One Hundred Dollars ($100.00) for each calendar day of delay that actual completion extends beyond the time limit specified until such reasonable time as may be required for final completion of the work. Such sum is mutually agreed upon as a reasonable and proper amount of damages the County will sustain per diem by failure of the vendor to complete the services or make delivery within the specified time. The costs for liquidated damages shall not be construed as a penalty on the vendor.

10. Codes and Regulations

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

11. Payment

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

12. Assembly and/or Placement

All items shall be completely assembled when delivered to Escambia County.

All items shall be completely assembled by the awarded vendor prior to acceptance by Escambia County. It will be the responsibility of the awarded vendor to supply the necessary labor and materials for the placement of all equipment as specified herein. Equipment is to be set-up, serviced, tested and demonstrated at no charge to Escambia County.

13. Warranty

The awarded vendor shall fully warrant all equipment furnished hereunder against defect in materials and/or workmanship for a period of two (2) years from date of delivery/acceptance by Escambia County.

Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the awarded vendor shall repair or replace same at no cost to the County, immediately upon written notice from the Purchasing Chief.

14. Debris

Awarded vendor shall be responsible for the prompt removal of all debris, which is a result of this contractual service.

15. Protection of Property/Security

The awarded vendor shall provide all barricades and take all necessary precautions to protect buildings and personnel.

All work shall be completed in every respect and accomplished in a professional manner and awarded vendor shall provide for removal of all debris from County property.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded Offeror or his agent.

The awarded vendor shall at all times guard against injury to Escambia County employees. The vendor shall properly fence and secure the construction site(s) at all times, including evenings and weekends.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

16. Permits

The County and/or its contracted consultant(s) have conducted a review of required permits and fees required to be purchased by the contractor from the County permitting agencies for this specific project and they are listed on the bid form(s) to the best of our knowledge.

17. Pricing

All items sold to the County as a result of this award are subject to post sale audit adjustment. In the event an audit indicates Offeror has not honored quoted price lists and discounts, Offeror will be liable for any and all overage charges.

18. Termination

A. The contract may be canceled by the contractor, for good cause, upon ninety (90) days prior written notice.

B. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

C. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

19. Licenses, Certifications, Registrations

The Offeror shall at any time of bid submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certifications, registrations and any other requirements should be provided with the bid submission; and, the Offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

20. Term of Offer

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the County within ninety (90) days from the solicitation opening date, the Offeror may withdraw his offer or provide a written extension of his offer.

21. Award

Award shall be made on an "all-or-none total" basis.

22. Termination

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the County's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

23. Termination (Public Records Request)

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the County may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice,

during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work).

Non-Contract Insurance Requirements

24. Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the Offeror's insurance carrier will be required as evidence that the Offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

A. County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for worker's compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

B. <u>Workers Compensation Coverage</u>

The contractor shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law and with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

C. <u>General, Automobile and Excess or Umbrella Liability Coverage</u>

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000.00 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employer's liability required in the worker's compensation coverage section) and the total amount of coverage required.

D. General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

E. Business Auto Liability Coverage

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

The General Liability and Business Auto Liability policies shall be endorsed to include Escambia County as an additional insured and provide for 30-day notification of cancellation.

F. Excess or Umbrella Liability Coverage (If utilized to achieve required policy limits)

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

G. Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior

to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability and business auto liability policies.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

4. Designate Escambia County as the certificate holder as follows:

   Escambia County
   Attention: Emily D. Weddington, CPPB, Purchasing Specialist
   Office of Purchasing, Room 11.101
   P.O. Box 1591
   Pensacola, FL 32591-1591
   Fax (850) 595-4806

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage, the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

H. Endorsements/Additional Insurance

The County may require the following endorsements or additional types of insurance.

Termination/Adverse Change Endorsement

All of contractor's policies, except for professional liability and worker's compensation insurance, are to be endorsed, and the contractor's certificate(s) of insurance shall state, that the County shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change.

Commercial General Liability Coverage Project Aggregate

Because the commercial general liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project

aggregate limit of $_____ is required by the County for this agreement or contract.

Owners Protective Liability Coverage

For renovation or construction contracts the contractor shall provide for the County an owners protective liability insurance policy (preferably through the contractor's insurer) in the name of the County.

This is redundant coverage if the County is named as an additional insured in the contractor's commercial general liability insurance policy. However, this separate policy may be the only source of coverage if the contractor's liability coverage limit is used up by other claims.

Builders Risk Coverage

Builders risk insurance is to be purchased to cover subject property for all risks of loss, subject to a waiver of coinsurance, and covering off-site storage, transit and installation risks as indicated in the installation floater and motor truck cargo insurance described hereafter, if such coverages are not separately provided.

The builders risk insurance is to be endorsed to cover the interests of all parties, including the County and all contractors and subcontractors. The insurance is to be endorsed to grant permission to occupy.

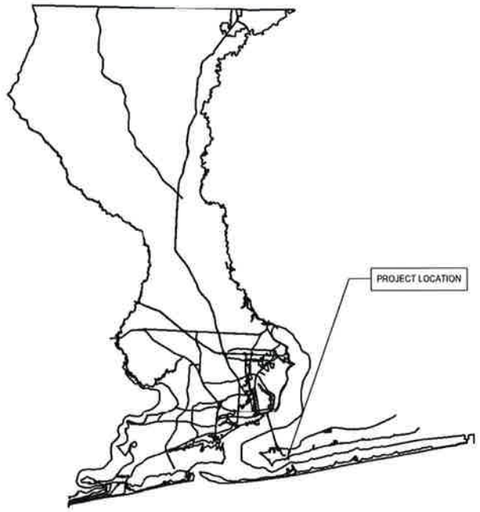
Fidelity/Dishonesty/Liability Coverage - for County

Fidelity/dishonesty/liability insurance is to be purchased or extended to cover dishonest acts of the contractor's employees resulting in loss to the County.

25. Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

PENSACOLA BEACH SIGN FRAME REPLACEMENT
ESCAMBIA COUNTY, FLORIDA
MOTT MACDONALD PROJECT NO.371827



PREPARED FOR

ESCAMBIA COUNTY COMMISSIONERS

JEFF BERGOSH - DISTRICT 1
CHAIRMAN
DOUG UNDERHILL - DISTRICT 2
LUMON MAY - DISTRICT 3
VICE CHAIRMAN
GROVER C. ROBINSON - DISTRICT 4
STEVEN BARRY - DISTRICT 5

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S-3	CONSTRUCTION SEQUENCE & SITE MAP
S-4	FRAMING ELEVATIONS, COLUMN LAYOUT, AND BASE PLATE DETAIL
S-5	CONNECTION DETAILS

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Telephone (850) 434-5521
Architects AA: C000035
Engineers EB: 0000782
Surveyors LB: 0000782
MOTT MACDONALD

PENSACOLA BEACH SIGN FRAME REPLACEMENT
GULF BREEZE, FLORIDA

ISSUED FOR BID

0	04/2018		

DATE: APRIL 2018
DESIGNED BY: MJT
DRAWN BY: RC
CHECKED BY: CEL
PROJECT ENGINEER: MJT
PROJECT MANAGER: CEL
Mott MacDonald PROJECT NUMBER: 371827

ISSUED FOR BID
NOT FOR CONSTRUCTION

CHAD E. LYNER
66277 FLORIDA - CERTIFICATION NUMBER
DATE
VALID ONLY WITH EMBOSSED SEAL

SHEET TITLE:
LOCATION AND INDEX

SHEET NUMBER:
S-1

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GENERAL

1. TO THE BEST OF OUR KNOWLEDGE, THE STRUCTURAL PLANS AND SPECIFICATIONS COMPLY WITH THE APPLICABLE REQUIREMENTS OF THE 6TH EDITION FLORIDA BUILDING CODE (2017).
2. THE STRUCTURAL DOCUMENTS ARE TO BE USED IN CONJUNCTION WITH THE ELECTRICAL DOCUMENTS.
3. COMPLY WITH REQUIREMENTS OF THE FLORIDA BUILDING CODE, OSHA, AND ALL OTHER APPLICABLE FEDERAL, STATE AND LOCAL CODES, STANDARDS, REGULATIONS AND LAWS.
4. ALL REFERENCED STANDARDS REFER TO THE EDITION IN FORCE AT THE TIME THESE PLANS AND SPECIFICATIONS ARE ISSUED FOR BIDDING.
5. REVIEW ALL CONTRACT DOCUMENTS, DIMENSIONS AND SITE CONDITIONS AND COORDINATE WITH FIELD DIMENSIONS AND PROJECT SHOP DRAWINGS PRIOR TO CONSTRUCTION. REPORT ANY DISCREPANCIES IN WRITING TO ENGINEER. DO NOT CHANGE SIZE OR DIMENSIONS OF STRUCTURAL MEMBERS WITHOUT WRITTEN INSTRUCTIONS FROM THE STRUCTURAL ENGINEER OF RECORD.
6. ANY DISCREPANCIES, OMISSIONS OR VARIATIONS NOTED ON THE DRAWINGS DISCOVERED DURING THE BIDDING PERIOD SHALL BE IMMEDIATELY COMMUNICATED IN WRITING TO THE ARCHITECT / ENGINEER.
7. PROTECT EXISTING FACILITIES, STRUCTURES AND UTILITY LINES FROM ALL DAMAGE. EACH CONTRACTOR SHALL PROTECT HIS WORK, ADJACENT PROPERTY AND THE PUBLIC. EACH CONTRACTOR IS SOLELY RESPONSIBLE FOR DAMAGE OR INJURY DUE TO HIS ACT OR NEGLECT.
8. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR JOB SAFETY AND CONSTRUCTION PROCEDURES.
9. DO NOT SCALE DRAWINGS; USE DIMENSIONS.
10. DETAILS LABELED "TYPICAL DETAILS" OR "TYP" ON THE DRAWINGS APPLY TO ALL SITUATIONS THAT ARE THE SAME OR SIMILAR TO THOSE SPECIFICALLY DETAILED. SUCH DETAILS APPLY WHETHER OR NOT THEY ARE KEYED IN AT EACH LOCATION. QUESTIONS REGARDING APPLICABILITY OF TYPICAL DETAILS SHALL BE RESOLVED BY THE ENGINEER.
11. BUILDING DESIGN LOADS AND CRITERIA:

A. DEAD LOADS

- TOP SIGNS	400 LBS EA x(2 SIGNS=800 LB)
- MIDDLE SIGN	1500 LBS
- BOTTOM SIGN	400 LBS

B. WIND CRITERIA (FBC), REFER TO GENERAL NOTE 12. BELOW

-BASIC WIND SPEED	140 MPH
-EXPOSURE	C
-RISK CATEGORY	I
-ENCLOSURE CLASSIFICATION	SIGN

C. SEISMIC CRITERIA

- IMPORTANCE FACTOR:	1.00
- SPECTRAL RESPONSE ACCELERATIONS (Ss, S1):	0.086, 0.052
- SITE CLASS:	D
- SPECTRAL RESPONSE COEFFICIENTS (Sds, Sd1):	0.092, 0.084
- SEISMIC DESIGN CATEGORY:	B
- RESPONSE MODIFICATION FACTOR (R):	3.0
- SEISMIC FORCE - RESISTING SYSTEM:	SIGNS AND BILLBOARDS
- SEISMIC RESPONSE COEFFICIENT (CS):	0.3
- ANALYSIS PROCEDURE:	EQUIVALENT LATERAL FORCE

12. ALL WIND FORCES SHALL BE DETERMINED ACCORDING TO THE PROVISIONS OF THE FBC USING THE MINIMUM WIND CRITERIA STATED IN NOTE 11, ABOVE. INCLUDE ALL APPROPRIATE SHAPE, HEIGHT, AND GUST FACTORS FOR THE MAIN WIND FORCE RESISTING SYSTEM AND COMPONENTS AND CLADDING. TO CALCULATE THE MAXIMUM NET UPLIFT, USE 60% OF THE SUPERIMPOSED DEAD LOADS.
13. CONTRACTOR SHALL PROVIDE ALL CODE REQUIRED PRODUCT APPROVAL NUMBERS TO THE GOVERNING BUILDING AGENCY. REFER TO WIND UPLIFT DIAGRAM & WIND LOADING CRITERIA FOR REQUIRED WIND LOADS. SIGNED & SEALED CALCULATIONS SHALL BE SUBMITTED FOR ALL PRODUCTS AS REQUIRED BY THE PRODUCT APPROVAL DOCUMENTATION.
14. "REF" IS THE ABBREVIATION FOR REFERENCE. WHEN PLACED NEXT TO A DIMENSION OR ELEVATION IT INDICATES THAT THE DIMENSION OR ELEVATION HAS BEEN DETERMINED FROM OTHER SOURCES SUCH AS EXISTING DRAWINGS. THE CORRECTNESS OF REFERENCE DATA IS NOT VERIFIED. THE CONTRACTOR SHALL VERIFY THE CORRECTNESS OF ALL REFERENCED DATA INDEPENDENTLY.

SHALLOW FOUNDATIONS

1. DO NOT EXCAVATE FOR ANY PURPOSE WITHIN ONE FOOT OF THE ANGLE OF REPOSE OF ANY SOIL BEARING FOOTING OR FOUNDATION UNLESS SUCH FOOTING OR FOUNDATION IS FIRST PROPERLY PROTECTED AGAINST SETTLEMENT.
2. CENTER FOOTINGS UNDER THE SUPPORTED COLUMNS OR WALLS UNLESS OTHERWISE NOTED ON PLANS.
3. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR ALL EXCAVATION PROCEDURES INCLUDING LAGGING, SHORING, AND PROTECTION OF ADJACENT PROPERTY, STRUCTURES, STREETS AND UTILITIES IN ACCORDANCE WITH THE REQUIREMENTS OF THE LOCAL BUILDING DEPARTMENT.
4. THE CONTRACTOR IS RESPONSIBLE FOR THE DISPOSAL OF ACCUMULATED WATER FROM EXCAVATION AND DEWATERING OPERATIONS IN SUCH A WAY AS NOT TO CAUSE INCONVENIENCE TO THE WORK AND DAMAGE TO THE STRUCTURAL ELEMENTS. THE CONTRACTOR SHALL FIELD VERIFY GROUND WATER DEPTHS PRIOR TO CONSTRUCTION.

PROTECTION OF PROPERTY

1. DURING CLEANING AND PAINTING PROCEDURES, THE CONTRACTOR SHALL TAKE NECESSARY PRECAUTIONS TO FULLY PROTECT THE ENVIRONMENT, THE WORKERS, TRAFFIC, PEDESTRIANS, PARKED VEHICLES, ADJACENT PROPERTY, AND OTHER PORTIONS OF THE STRUCTURES FROM DAMAGE CAUSED BY CLEANING DEBRIS, BLAST CLEANING MATERIALS, PRESSURE WASHING, DIRT, DUST, EQUIPMENTS OILS, SOLVENTS, ACIDS, BURNING MATTER AND PAINT DRIFTS, DROPS, OR SPRAY AND SPATTER.
2. THE CONTRACTOR SHALL TAKE DUE PRECAUTION AGAINST DAMAGING OR DISFIGURING ANY PORTION OF THE LANDSCAPE, STRUCTURE, AND SURROUNDING ROADWAYS/ UTILITIES WITH: SPATTER, SPRAY FOG, SPLASHES, SMUDGES OF PAINT, OR ASSOCIATED PAINTING MATERIALS INCLUDING THE FUEL AND LUBRICANTS USED WITH HIS EQUIPMENT.
3. TARPS, POLYETHYLENE OR OTHER COVERING MATERIALS SHALL BE USED TO PROTECT LANDSCAPING, VEHICLES, PEDESTRIANS, AND OTHER PORTIONS OF THE STRUCTURE ADJACENT TO AND BELOW AREAS BEING CLEANED, PAINTED AND SUBJECT TO OTHER DAMAGE.
4. ANY INADVERTENT DAMAGE OR DISFIGUREMENT WHICH MAY OCCUR BY REASONS OF THE CONTRACTORS OPERATIONS SHALL IMMEDIATELY BE REPAIRED TO THE SATISFACTION OF THE CONSULTANT AND OWNER AT THE CONTRACTOR'S EXPENSE.

COATINGS

1. ANCILLARY SIGN COMPONENTS WELDED TO THE NEW SIGN STRUCTURE AND NEW SIGN STRUCTURE FRAMING SHALL BE PREPARED, COATED, AND PAINTED PER THE FOLLOWING REQUIREMENTS:
   A. SURFACE PREPARATION: REMOVE ALL CHALK, DUST, DIRT, SOLUBLE SALT CONTAMINANTS, AND ALL OTHER FOREIGN MATTER ENSURING NOT TO DAMAGE THE STRUCTURE OR SIGNS. ALL SURFACE SHALL BE CLEAN TO SSPC - SP10 NEAR WITHE BLAST CLEANING.
   B. SHOP PRIMER: SHOP PRIME ALL BARE METAL UTILIZING 91 H20 HYDRO - ZINC(NSF APPROVED ZINC URETHANE & PRIMER) APPLIED AT A RATE TO ACHIEVE 2.5 - 3.5 MILS DFT.
   C. SPOT PRIMER: SPOT PRIMED AREAS SHALL RECEIVE A SPOT PRIME OF 91 H20 HYDRO - ZINC(NSF APPROVED ZINC URETHANE & PRIMER) APPLIED AT A RATE TO ACHIEVE 3.0 - 5.0 MILS DFT.
   D. INTERMEDIATE COATING: 20 HS POTA POX APPLIED A RATE TO ACHIEVE 3.0 - 5.0 MILS DFT.
   E. 2ND INTERMEDIATE COATING: TNEMEC SERIES 73 ENDURA-SHIELD APPLIED AT A RATE TO ACHIEVE 3.0 - 5.0 MILS DFT.
   F. FINISH COATING: TNEMEC SERIES 1071 FLUORONAR APPLIED AT A RATE TO ACHIEVE 2.0 - 3.0 MILS DFT.
   G. AFTER BOLTS ARE INSTALLED AND TIGHTENED APPLY SPOT PRIMER COATING, INTERMEDIATE COATING, 2ND INTERMEDIATE COATING, AND FINAL COATING AS DESCRIBED ABOVE.
   H. ENSURE ALL SURFACES OF BOLTED CONNECTIONS ARE COATED.

ANCHORS

1. SUBSTITUTION OF ANCHORS SPECIFIED BELOW FOR CAST-IN-PLACE EMBEDDED ANCHORS SHALL BE PROHIBITED WITHOUT PRIOR WRITTEN APPROVAL FROM THE ENGINEER OF RECORD.
2. ALLOWABLE WORKING LOADS SHALL NOT EXCEED MANUFACTURER'S RECOMMENDATIONS, BUT NOT MORE THAN ACCEPTED BY APPROVING AGENCY. NO INCREASE FOR WIND OR SEISMIC LOADS IS PERMITTED.
3. PROVIDE A MINIMUM OF TWO FASTENERS PER CONNECTION.
4. INSTALL AND MAINTAIN A MINIMUM EMBEDMENT IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS, OR AS SPECIFIED ON DRAWING, WHICHEVER IS GREATER, BUT WITH AN EMBEDMENT OF NOT LESS THAN 6 BOLT-DIAMETERS.
5. UNLESS NOTED, ANCHOR SPACING AND ANCHOR EDGE DISTANCE SHALL BE ACCORDING TO THE MANUFACTURER'S MOST CURRENT PUBLICATION IN ORDER TO DEVELOP MAXIMUM WORKING LOADS.
6. DO NOT EXCEED MANUFACTURER'S MAXIMUM RECOMMENDED TIGHTENING TORQUE.
7. ALL ANCHORS SHALL BE INSTALLED AS PER MANUFACTURER'S RECOMMENDATIONS AND UNDER MANUFACTURER CERTIFIED SUPERVISION IN ORDER TO DEVELOP THE MOST CURRENT PUBLISHED WORKING LOADS.
8. ADHESIVE ANCHORING SYSTEMS:
   A. USE AN EPOXY OR POLYESTER RESIN ADHESIVE SUCH AS HILTI RE 500, SIMPSON SET OR ACCEPTED ALTERNATE.
   B. DIAMETER OF HOLE SHALL BE AS RECOMMENDED BY MANUFACTURER FOR THE PARTICULAR PRODUCT SPECIFIED IN THE DRAWINGS.
   C. ALL EPOXIED ANCHORING SHALL BE OBSERVED BY A MANUFACTURER'S AUTHORIZED REPRESENTATIVE OR SHALL BE TESTED AFTER INSTALLATION AT CONTRACTOR'S EXPENSE. A MINIMUM OF 10% OF EACH DAY'S APPLICATIONS AND NO LESS THAN 2 SHALL BE TESTED BY APPLYING A TENSION LOAD OF 3000 POUNDS TO THE EMBEDDED ANCHOR. IF A TEST APPLICATION FAILS, ALL APPLICATIONS FOR THAT DAY SHALL BE TESTED. TESTING PROCEDURES AND RESULTS SHALL BE SUBMITTED TO APPROVED BY ENGINEER.
9. POWDER ACTUATED FASTENERS: USE POWDER ACTUATED FASTENING SYSTEMS SUCH AS HILTI, RED HEAD, RAMSET, OR AN ACCEPTED ALTERNATE HAVING ICBO, OR SBCCI APPROVAL. INSTALL IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS,BUT NOT LESS THAN 1 1/8" INCHES IN CONCRETE, UNLESS OTHERWISE NOTED.

STRUCTURAL STEEL

1. ALL STEEL WORK (INCLUDING FABRICATION AND ERECTION) SHALL CONFORM TO THE AISC "MANUAL OF STEEL CONSTRUCTION, 15TH EDITION AND PROJECT SPECIFICATIONS, USE THE FOLLOWING:
   A. STRUCTURAL STEEL WIDE FLANGE AND WT SECTIONS: ASTM A992 Fy=50KSI
   B. CHANNELS, ANGLES, PLATES, AND MISCELLANEOUS STEEL: ASTM A36, Fy=36KSI
   C. COLD-FORMED STEEL TUBING: ASTM A500 GRADE B, Fy=46KSI
   D. STEEL PIPE: ASTM A53, TYPE E OR S GRADE B, Fy=35KSI
2. THE CONNECTIONS FOR ANY PORTION OF THE STRUCTURE NOT INDICATED ON THE DRAWINGS SHALL BE DESIGNED AND DETAILED BY THE FABRICATOR'S SPECIALTY ENGINEER. THESE CONNECTIONS SHALL BE DESIGNED FOR THE FORCES INDICATED ON THE STRUCTURAL DRAWINGS. WHERE FORCES ARE NOT SHOWN ON THE DRAWINGS, EACH END CONNECTION SHALL BE DESIGNED FOR ONE-HALF THE TOTAL LOAD SHOWN IN THE APPROPRIATE AISC "ALLOWABLE LOADS ON BEAMS" TABLES.
3. USE STRUCTURAL STEEL THAT IS FULLY WELDABLE WITHIN GRADES AND FROM ANY GRADE TO ANY OTHER GRADE. WELD ALL SHOP CONNECTIONS, UNLESS OTHERWISE NOTED.
4. ALL SHOP AND FIELD WELDING SHALL CONFORM TO THE STRUCTURAL WELDING CODE AWS D1.1, LATEST EDITION, PUBLISHED BY THE AMERICAN WELDING SOCIETY (AWS). USE ELECTRODES CONFORMING TO AWS D1.1, E70 SERIES, UNLESS OTHERWISE NOTED. SHOW ALL SHOP WELDS ON THE FABRICATION DRAWINGS AND ALL FIELD WELDS ON THE ERECTION DRAWINGS.
5. ALL SHOP AND FIELD WELDERS, WELDING OPERATORS, AND TACKERS SHALL BE CERTIFIED ACCORDING TO AWS PROCEDURE FOR THE WELDING PROCESS AND WELDING POSITION USED. ALL RECORDS OF SUCH CERTIFICATION SHALL BE FILED AT THE JOB SITE AND MADE AVAILABLE TO THE ENGINEER UPON REQUEST.
6. ALL JOINT WELDING PROCEDURES TO BE USED SHALL BE PREPARED BY THE FABRICATOR OR CONTRACTOR AS WRITTEN PROCEDURE SPECIFICATIONS. ALL RECORDS SHALL BE FILED AT THE JOB SITE & MADE AVAILABLE TO THE ENGINEER UPON REQUEST. ALL JOINT WELDING PROCEDURES SHALL BE QUALIFIED PRIOR TO USE ACCORDING TO AWS PROCEDURES.
7. ANCHOR BOLTS:
   A. THREADED RODS SHALL BE SHALL BE F1554 GRADE 36 HOT DIPPED GALVANIZED STEEL WITH HEAVY HEX NUTS AND HARDENED STEEL WASHERS.
   B. ANY ANCHOR BOLTS / THREADED RODS NOT LISTED ABOVE SHALL BE STAINLESS STEEL GRADE 316 MATERIAL WITH HEAVY HEX NUTS AND HARDENED STEEL WASHERS.
   C. HARDENED STEEL WASHERS SHALL BE REGULAR SERIES, TYPE B, PLAIN, HARDENED WASHERS COMPLYING WITH ANSI B18.22.1 USING A325 CARBON STEEL AND 316 STAINLESS STEEL PLATE WITHOUT ANY BREAK OR GAP.
   D. ANCHOR BOLTS SHALL BE THREADED FOR FULL PROJECTION ABOVE ROUGH CONCRETE UNLESS OTHERWISE NOTED.
   E. TIGHTEN ANCHOR BOLTS AS FOLLOWS: BRING ALL ANCHOR BOLTS TO A SNUG TIGHT CONDITION OBTAINED BY A FEW IMPACTS OF AN IMPACT WRENCH OR THE FULL EFFORT OF A PERSON USING AN ORDINARY SPUD WRENCH.
   F. BASE PLATES SHALL BE GROUTED IMMEDIATELY AFTER FINAL ANCHOR BOLT TIGHTENING.
8. GROUT UNDER BASE PLATES SHALL BE HIGH STRENGTH, NON-SHRINK AND NON-METALLIC AS MANUFACTURED BY FIVE STAR, MASTER BUILDERS, SIKA OR APPROVED EQUIVALENT. MIN 5000 PSI.
9. CUT, DRILL, OR PUNCH HOLES PERPENDICULAR TO METAL SURFACES. DO NOT FLAME CUT HOLES OR ENLARGE HOLES BY BURNING.
10. SPLICING OF STRUCTURAL STEEL MEMBERS IN THE FIELD OR IN THE SHOP IS PROHIBITED EXCEPT WHERE INCLUDED ON THE DRAWINGS.
11. DO NOT PAINT STEEL SURFACES IN CONTACT WITH CONCRETE. DO NOT APPLY FINISH COAT AND LIMIT PRIME COAT TO 2 MILS AT FAYING SURFACES OF SLIP CRITICAL BOLTED CONNECTIONS, SURFACES TO BE WELDED AND TOP SURFACES OF BEAMS AND TRUSSES TO RECEIVE STEEL STUDS AND/OR SUPPORTING METAL FLOOR AND ROOF DECKING. USE PRIMER WHICH HAS A MIN. CLASS A SLIP COEFFICIENT (0.33).
12. SUBMIT STRUCTURAL STEEL SHOP DRAWINGS TO ENGINEER FOR REVIEW BEFORE FABRICATION. ALL STRUCTURAL STEEL SHOP DRAWINGS, REQUIRING INPUT FROM A SPECIALTY ENGINEER, SHALL BE SIGNED AND SEALED PRIOR TO SUBMITTAL. DO NOT REPRODUCE THE STRUCTURAL DRAWINGS FOR USE AS SHOP DRAWINGS.
13. PROVIDE TEMPORARY BRACING AS NECESSARY TO INSURE A STABLE STRUCTURE DURING CONSTRUCTION.
14. NO CUTTING OF SECTIONS, FLANGES, WEBS, OR ANGLES SHALL BE ALLOWED WITHOUT WRITTEN APPROVAL FROM THE ENGINEER OF RECORD.
15. FABRICATE AND ERECT STRUCTURAL STEEL IN ACCORDANCE WITH AISC SPECIFICATIONS AND "CODE OF STANDARD PRACTICE".
16. IMMEDIATELY AFTER ERECTION ALL FRAMING MEMBERS AND WELDS SHALL BE TOUCHED UP WITH A PAINT COMPATIBLE WITH THE SHOP PAINT OR COATING.

PROVIDE PRICING FOR A NEW SIGN ALTERNATIVE OPTION

1. THE NEW SIGN SHALL MEET THE FOLLOWING REQUIREMENTS:
   A. THE APPEARANCE AND FUNCTIONALITY SHALL MATCH THAT OF THE EXISTING SIGN.
   B. MATERIALS SHALL BE CORROSION RESISTANT.
   C. LIGHTS SHALL USE MODERN, EFFICIENT LUMINAIRES (LED) THAT PRODUCE THE SAME VISUAL APPEARANCE AS THE EXISTING SIGN.
   D. CONTROLLER SHALL BE EFFICIENT AND REQUIRE MINIMAL MAINTENANCE.
   E. PRICE SHALL REFLECT THE FURNISHED AND INSTALLED COST OF A NEW SIGN.

MISCELLANEOUS STEEL

1. EDGE ANGLES, CLIP ANGLES, PLATES, BARS, AND OTHER MISCELLANEOUS ROLLED SHAPES SHALL BE ASTM A-36 STRUCTURAL STEEL, UNLESS OTHERWISE NOTED.
2. THE PROVISIONS OF THE ABOVE STRUCTURAL STEEL SECTION SHALL ALSO APPLY TO MISCELLANEOUS STEEL.

TEMPORARY BRACING

1. THE CONTRACTOR SHALL PROVIDE TEMPORARY BRACING AS REQUIRED DURING CONSTRUCTION.
2. THE CONTRACTOR SHALL RETAIN AT THE CONTRACTOR'S EXPENSE A REGISTERED STRUCTURAL ENGINEER LICENSED IN THE STATE OF THE PROJECT TO DESIGN AND INSPECT ALL TEMPORARY SHORING AND BRACING, SIGNED, SEALED AND DATED DESIGN CALCULATIONS SHALL BE SUBMITTED FOR REVIEW WHEN REQUESTED.

REFERENCE DATUM AND FLOOD DATA

1. ELEVATIONS INDICATED ON PLANS AND DETAILS ARE BASED OFF TOP OF EXISTING PIER ELEVATION= 0'-0".
2. PROJECT IS LOCATED IN FLOOD ZONE X.

STANDARD STRUCTURAL ABBREVIATIONS

AB	ANCHOR BOLT	PC	PRECAST
ADD	ADDITIVE	PREFAB	PREFABRICATED
ADD'L	ADDITIONAL	PROJ	PROJECTION
ALT	ALTERNATE/ALTERNATIVE	REF	REFERENCE
ALUM	ALUMINUM	REINF	REINFORCING
ACI	AMERICAN CONCRETE INSTITUTE	REQ'D	REQUIRED
AISC	AMERICAN INSTITUTE OF STEEL CONSTRUCTION	RW	RETAINING WALL
AISI	AMERICAN IRON AND STEEL INSTITUTE	RD	ROOF DRAIN
ASTM	AMERICAN SOCIETY OF TESTING MATERIALS	REV	REVISION
AWS	AMERICAN WELDING SOCIETY	SCHED	SCHEDULE
ARCH	ARCHITECTURAL	SP, SP'S	SPACE/SPACES
BP	BASE PLATE	SPECS	SPECIFICATIONS
BM	BEAM	SLV	SHORT LEG VERTICAL
BRG	BEARING	SIM	SIMILAR
BLK	BLOCK	STD	STANDARD
B/	BOTTOM OF	STIFF	STIFFENER
BLDG	BUILDING	STRUCT	STRUCTURAL
BTWN	BETWEEN	SYM	SYMMETRICAL
BOT	BOTTOM	THD	THREAD/THREADED
CIP	CAST IN PLACE	THK	THICK
C TO C	CENTER TO CENTER	T/	TOP OF
CLR	CLEAR/CLEARANCE	TD	TURNDOWN SLAB
COL	COLUMN	T&B	TOP AND BOTTOM
CONC	CONCRETE	TS	THICKENED SLAB
CB	CONCRETE BEAM	TYP	TYPICAL
CMU	CONCRETE MASONRY UNIT	UON	UNLESS OTHERWISE NOTED
CONT	CONTINUOUS	VERT	VERTICAL
CONN	CONNECTION	VIF	VERIFY IN FIELD
CJ	CONSTRUCTION JOINT	WWF	WELDED WIRE FABRIC
DET	DETAIL	W	WIDE FLANGE
DIM	DIMENSION	w/	WITH
DWG	DRAWING	w/O	WITHOUT
EA	EACH	WP	WORK POINT
EE	EACH END	@	AT
EF	EACH FACE	C	CHANNEL
ES	EACH SIDE	K	KIP (1,000 LBS)
EW	EACH WAY	Sx	SECTION MODULUS
ELEC	ELECTRICAL	Ix	MOMENT OF INERTIA
ENGR	ENGINEER	±	PLUS OR MINUS
EQ SP	EQUAL SPACED	℄, CL	CENTERLINE
EL:	ELEVATION	DIA	DIAMETER
EJ	EXPANSION JOINT	EL	ELEVATION
EXIST	EXISTING	▭, PL	PLATE
EXP	EXPANSION		
EXT	EXTERIOR		
FD	FLOOR DRAIN		
FDN	FOUNDATION		
FF	FINISH FLOOR		
FIN FL	FINISH FLOOR		
FS	FAR SIDE		
FTG	FOOTING		
GA	GAGE/GAUGE		
GALV	GALVANIZE		
GL	GRID LINE		
HORIZ	HORIZONTAL		
HP	HIGH POINT		
HT	HEIGHT		
ID	INSIDE DIAMETER		
IF	INSIDE FACE		
JT	JOINT		
JST	JOIST		
KWY	KEYWAY		
LDG	LANDING		
LT	LIGHT		
LT WT	LIGHT WEIGHT		
LLH	LONG LEG HORIZONTAL		
LLV	LONG LEG VERTICAL		
LP	LOW POINT		
MAX	MAXIMUM		
MID	MIDDLE		
MANUF	MANUFACTURER		
MIN	MINIMUM		
MISC	MISCELLANEOUS		
M.O.	MASONRY OPENING		
MATL	MATERIAL		
MECH	MECHANICAL		
MPH	MILES PER HOUR		
MTL	METAL		
NS	NEAR SIDE		
NIC	NOT IN CONTACT		
NTS	NOT TO SCALE		
NO., #	NUMBER		
OC	ON CENTER		
OD	OUTSIDE DIAMETER		
OF	OUTSIDE FACE		
OPNG	OPENING		
PLY	PLYWOOD		

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PENSACOLA BEACH SIGN FRAME REPLACEMENT

GULF BREEZE, FLORIDA

ISSUED FOR BID

DATE:	APRIL 2018
DESIGNED BY:	MJT
DRAWN BY:	RC
CHECKED BY:	CEL
PROJECT ENGINEER:	MJT
PROJECT MANAGER:	CEL
Mott MacDonald PROJECT NUMBER	371827

0	04/2018	

ISSUED FOR BID
NOT FOR CONSTRUCTION

CHAD E. LYNER
66277 FLORIDA - CERTIFICATION NUMBER

DATE

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SHEET TITLE:

GENERAL NOTES

SHEET NUMBER:

S-2

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PENSACOLA BEACH SIGN FRAME REPLACEMENT 371827 4/26/2018 2:55:19 PM

CONSTRUCTION SEQUENCE NOTES

1. CONTRACTOR SHALL NOTIFY GULF POWER OF LIFT ADJACENT TO POWER LINES (1) WEEK PRIOR TO NOTIFICATION OF LIFTING OPERATIONS. OVERHEAD POWERLINES < 50 KV.
2. CONTRACTOR SHALL NOTIFY ESCAMBIA AND SANTA ROSA COUNTY (2) WEEKS BEFORE DEMOLITION OF SIGN STRUCTURE AND APPURTENANCES.
3. CONTRACTOR SHALL TAKE DUE PRECAUTION TO PROTECT SIGN AND SIGN COMPONENTS FROM DAMAGE. DAMAGE SHALL BE REPAIRED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE.
4. DE-ENERGIZE POWER SUPPLY TO SIGN, COORDINATE WITH GULF POWER. REFER TO ONE-LINE DIAGRAM AND KEY NOTES.
5. REMOVE NEON FROM TOP SECTION.
6. DETACH AND REMOVE THE SAILFISH FROM THE TOP OF THE SIGN.
7. UNHOOK WIRING TO FLASHERS.
8. REMOVE ALL THE LETTERING AND NEON FROM THE CENTER SECTION.
9. DETACH AND REMOVE TOP HALF OF CENTER SECTION.
10. DETACH AND REMOVE BOTTOM HALF OF CENTER SECTION.
11. REMOVE ARROW NEON FROM BOTTOM SECTION.
12. DETACH AND REMOVE TOP HALF OF BOTTOM SECTION.
13. DETACH AND REMOVE BOTTOM HALF OF BOTTOM SECTION.
14. DISCONNECT AND REMOVE FLASHER.
15. HAUL SIGNS TO A SECURED STORAGE SITE. SIGNS SHALL BE STORED IN A MANNER THAT PROTECTS THEM AND THEIR COMPONENTS FROM DAMAGE OR THEFT.
16. FIELD MEASURE/ CONFIRM DIMENSIONS AND ORIENTATION OF ALL EXISTING SIGN SUPPORT MEMBERS BEFORE MATERIAL PROCUREMENT, FABRICATION & ERECTION. NEW SIGN SUPPORT FRAMING SHALL BE FABRICATED TO MATCH THE EXISTING LAYOUT FOR COMPATIBILITY WITH SIGNS.
17. DEMOLISH EXISTING SIGN STEEL FRAME AND COMPONENTS IN ITS ENTIRETY.
18. CONTRACTOR IS TO BECOME FAMILIAR WITH ALL EXISTING ELEMENTS OF EXISTING SIGN STRUCTURE PRIOR TO COMMENCING DEMOLITION. CONTRACTOR SHALL PREPARE A WRITTEN DEMOLITION PLAN AND SUBMIT TO ENGINEER. PLAN SHALL DETAIL THE METHODOLOGY AND SEQUENCE OF DEMOLITION. ALL WORK SHALL COMPLY WITH APPLICABLE REQUIREMENTS OF THE BUILDING CODE AND HEALTH REGULATIONS. ALL WORK SHALL BE PERFORMED IN SUCH A MANNER AS TO ENSURE JOB SITE AND HUMAN SAFETY.
19. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO STRICTLY CONTAIN THE DEMOLITION WITHIN THE LIMITS OF THE REQUIRED WORK ZONE AND AVOID ANY DAMAGE TO EXISTING STRUCTURES, UTILITIES, AND LANDSCAPING.
20. ANY DAMAGE INCURRED IN EXECUTION OF THIS CONTRACT TO ANY PART OF THE PROPERTY AND/OR STRUCTURE NOT SPECIFICALLY DESIGNATED FOR DEMOLITION SHALL BE REPAIRED AT NO ADDITIONAL COST TO THE OWNER.
21. THE CONTRACTOR SHALL USE METHODS/PROCEDURES DEEMED APPROPRIATE TO DEMOLITION OF STRUCTURE SHOWN. DEMOLITION BY EXPLOSIVES IS PROHIBITED.
22. DEBRIS FROM DEMOLITION AND ITEMS INDICATED TO BE REMOVED SHALL BE REMOVED FROM PROPERTY AND PROPERLY DISPOSED OF BY THE CONTRACTOR.
23. ALL DEMOLISHED MATERIAL, UNLESS OTHERWISE NOTED, SHALL BE COMPLETELY REMOVED AND DISPOSED OF BY THE CONTRACTOR. THE REMOVAL, HANDLING, AND DISPOSAL OF ALL DEMOLITION MATERIALS SHALL BE IN STRICT ACCORDANCE WITH ALL LOCAL, STATE, AND FEDERAL REQUIREMENTS.
24. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO FAMILIARIZE THEMSELVES WITH THE MATERIALS TO BE DISPOSED OF AND ALL GOVERNING AGENCY REQUIREMENTS.
25. SITE VERIFICATION: PRIOR TO BEGINNING DEMOLITION, THE CONTRACTOR SHALL CHECK THE DRAWING AGAINST THE WORK SITE AND NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES IN DIMENSIONS OR SITE CONDITIONS. THE CONTRACTOR SHALL NOT BEGIN DEMOLITION IN ANY SUCH AFFECTED AREA UNTIL THE DISCREPANCY HAS BEEN RESOLVED.
26. ALL SAFETY REGULATIONS ARE TO BE STRICTLY FOLLOWED. METHODS OF DEMOLITION ARE THE RESPONSIBILITY OF THE CONTRACTOR.
27. THE CONTRACTOR SHALL PLACE DEBRIS CONTROL DEVICES, STAGING, AND OTHER DEVICES AS NECESSARY AS TO PREVENT DEBRIS AND AIR BORNE MATERIAL FROM LEAVING THE WORK ZONE OF THE SITE. WATER SPRAY AND/OR OTHER APPROPRIATE METHODS SHALL BE USED AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CLEAN-UP OF ANY MATERIAL DEPOSITED OUTSIDE THE WORK AREA.
28. CONTRACTOR SHALL COORDINATE WITH SUNSHINE 811 AND COUNTY TO LOCATE ALL ABOVE AND BELOW GROUND UTILITIES IN THE AREA OF DEMOLITION PRIOR TO COMMENCING.
29. CONTRACTOR SHALL COORDINATE SITE ACCESS AND STAGING AREA WITH COUNTY AND ENGINEER.
30. NO CONCRETE CRUSHING ALLOWED ON SITE.
31. ALL LANDSCAPING SHALL BE PROTECTED AND REMAIN.
32. CHIP DOWN CONCRETE FOUNDATIONS TO SOUND MATERIAL, MAX 3". CUT OFF EXISTING ANCHOR BOLTS AT LOWEST EXPOSED POINT.
33. CLEAN AND REMOVE ANY DELETERIOUS MATERIALS REMAINING ON THE FOUNDATIONS. APPLY SIKA ARMATEC 110 EPOCEM OR APPROVED EQUIVALENT. FOLLOW MANUFACTURERS INSTRUCTIONS. PLACE HIGH STRENGTH CEMENTITIOUS GROUT TO ACHIEVE A LEVEL FINISH THAT MATCHES EXISTING TOP OF PIER ELEVATION.
34. INSTALL THREADED RODS PER THE CONTRACT DOCUMENTS. REFER TO PLANS FOR DRILL AND EPOXY REQUIREMENTS. FOLLOW MANUFACTURERS INSTRUCTIONS, HILTI OR APPROVED EQUIVALENT.
35. ERECT NEW STEEL FRAME STRUCTURE. BASE PLATES SHALL BE GROUTED IMMEDIATELY AFTER FINAL ANCHORBOLT TIGHTENING. CONTRACTOR SHALL COORDINATE ANGLE SUPPORT ELEVATIONS, LENGTHS, AND FASTENERS WITH EACH SIGN TO ENSURE THE SIGNS HAVE THE PROPER ORIENTATION AND APPEARANCE. REFER TO SPECIFICATIONS AND GENERAL NOTES FOR ADDITIONAL REQUIREMENTS.
36. ATTACH AND CONNECT FLASHER TO SIGN.
37. ATTACH BOTTOM HALF OF BOTTOM SECTION.
38. ATTACH TOP HALF OF BOTTOM SECTION.
39. CONNECT ARROW NEON ON BOTTOM SECTION.
40. ATTACH BOTTOM HALF OF CENTER SECTION.
41. ATTACH TOP HALF OF CENTER SECTION.
42. CONNECT LETTERING AND NEON ON THE CENTER SECTION.
43. CONNECT WIRING TO FLASHERS.
44. ATTACH THE SAILFISH TO THE TOP OF THE SIGN.
45. CONNECT NEON ON TOP SECTION.
46. RE-ENERGIZE POWER SUPPLY TO SIGN.
47. DE-MOBILIZATION OF CREWS, CRANES, EQUIPMENT, AND LIFTS.

SITE MAP

CAUTION! OVERHEAD POWERLINES!

N

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ANDREW K. GIBBS
77293 FLORIDA- CERTIFICATION NUMBER

DATE

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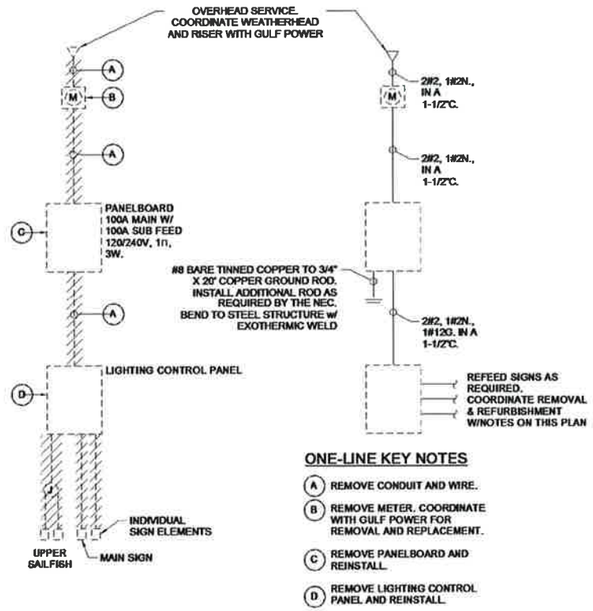

ONE-LINE KEY NOTES

- (A) REMOVE CONDUIT AND WIRE.
- (B) REMOVE METER. COORDINATE WITH GULF POWER FOR REMOVAL AND REPLACEMENT.
- (C) REMOVE PANELBOARD AND REINSTALL.
- (D) REMOVE LIGHTING CONTROL PANEL AND REINSTALL.

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MOTT MACDONALD

PENSACOLA BEACH SIGN FRAME REPLACEMENT

GULF BREEZE, FLORIDA

ISSUED FOR BID	04/2018	0

DATE: APRIL 2018
DESIGNED BY: MJT
DRAWN BY: RC
CHECKED BY: CEL
PROJECT ENGINEER: MJT
PROJECT MANAGER: CEL
Mott MacDonald
PROJECT NUMBER: 371827

ISSUED FOR BID
NOT FOR CONSTRUCTION

CHAD E. LYNER
66277 FLORIDA - CERTIFICATION NUMBER

DATE

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SHEET TITLE:

CONSTRUCTION SEQUENCE & SITE MAP

SHEET NUMBER:

S-3

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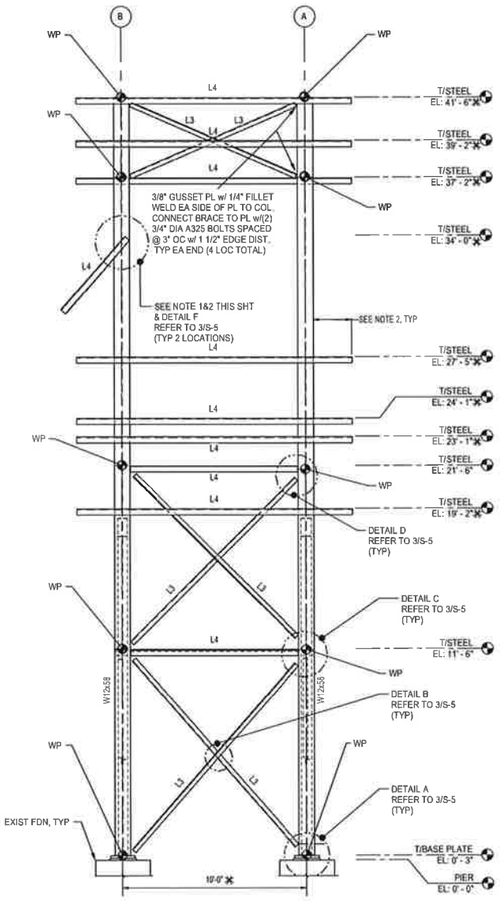
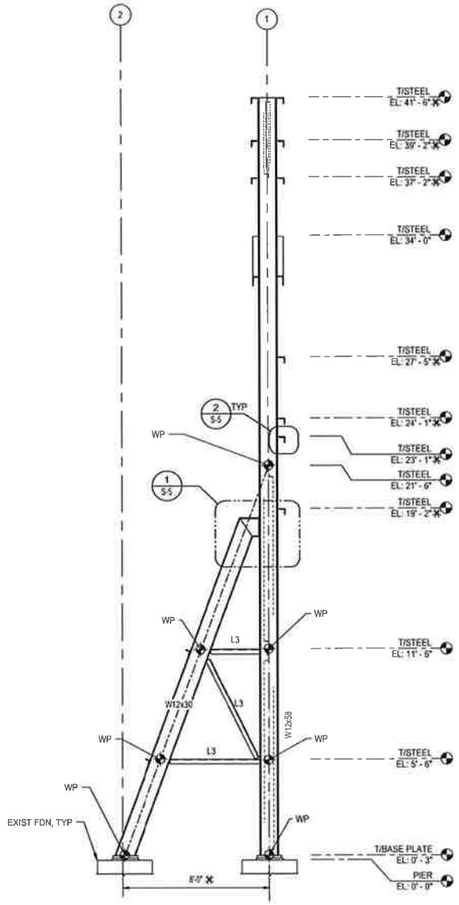
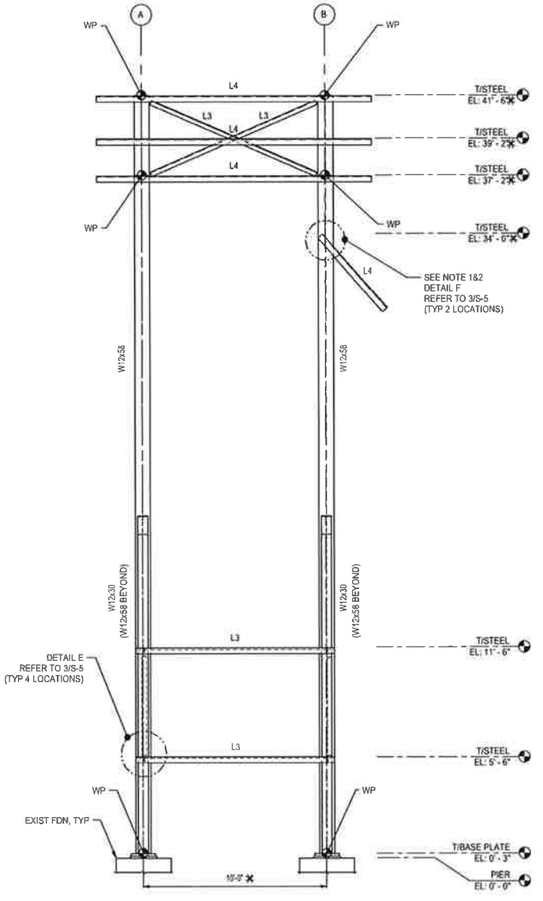


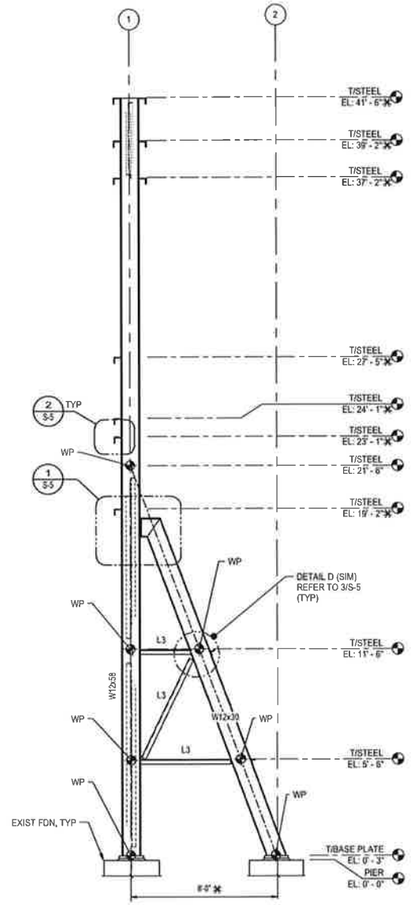
1 S-4 WEST ELEVATION
1/4" = 1'-0"



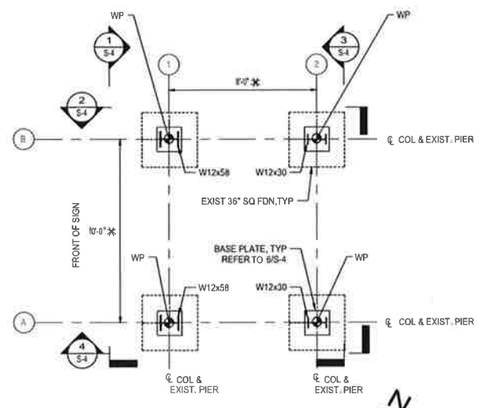
2 S-4 NORTH ELEVATION
1/4" = 1'-0"



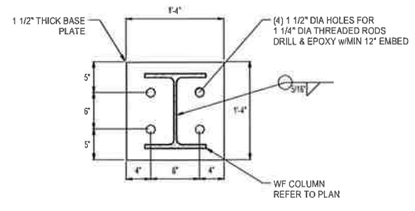
3 S-4 EAST ELEVATION
1/4" = 1'-0"



4 S-4 SOUTH ELEVATION
1/4" = 1'-0"



5 S-4 COLUMN LAYOUT
1/4" = 1'-0"



6 S-4 BASE PLATE DETAIL
1" = 1'-0"

NOTES:

1. CONTRACTOR SHALL FIELD VERIFY ELEVATIONS OF SIGN SUPPORT ANGLES BEFORE MATERIAL PROCUREMENT, FABRICATION AND ERECTION.
2. CONTRACTOR SHALL COORDINATE SIGN SUPPORT ANGLE LENGTHS AND OVERHANGS WITH SIGNS BEFORE FABRICATION AND ERECTION.
3. BASE PLATES SHALL BE GROUTED IMMEDIATELY AFTER FINAL ANCHOR BOLT TIGHTENING. REFER TO GENERAL NOTES FOR ADDITIONAL REQUIREMENTS.
4. DIMENSIONS AND ELEVATIONS BASED OFF TOP OF EXISTING PIER ELEVATION= 0'-0".

LEGEND:

*	CONTRACTOR TO VERIFY DIM/ ELEV	
WP	WORK POINT	
L3	DENOTES	L3x3x3/8
L4	DENOTES	L4x4x3/8

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PENSACOLA BEACH SIGN FRAME REPLACEMENT

GULF BREEZE, FLORIDA

ISSUED FOR BID

DATE:	APRIL 2018	04/2018	0
DESIGNED BY:	MJT		
DRAWN BY:	RC		
CHECKED BY:	CEL		
PROJECT ENGINEER:	MJT		
PROJECT MANAGER:	CEL		
Mott MacDonald PROJECT NUMBER:	371827		

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NOT FOR CONSTRUCTION

CHAD E. LYNER
66277 FLORIDA - CERTIFICATION NUMBER

DATE

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SHEET TITLE:
FRAMING ELEVATIONS, COLUMN LAYOUT, AND BASE PLATE DETAIL

SHEET NUMBER:
S-4

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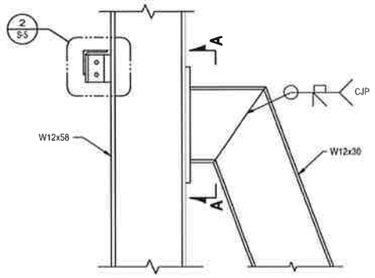
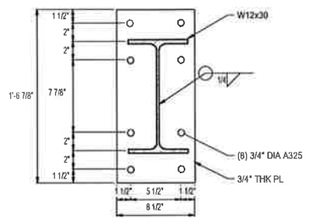
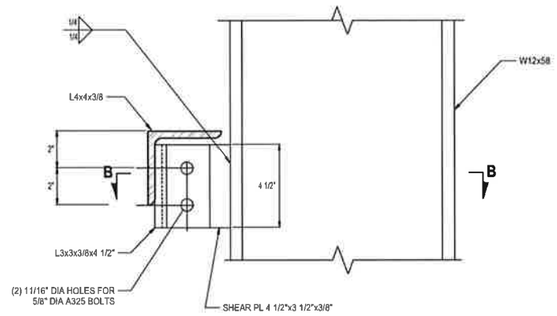


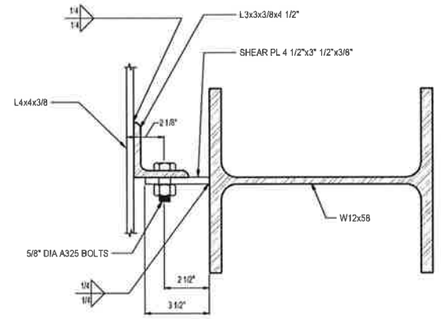
ELEVATION



SECTION A-A



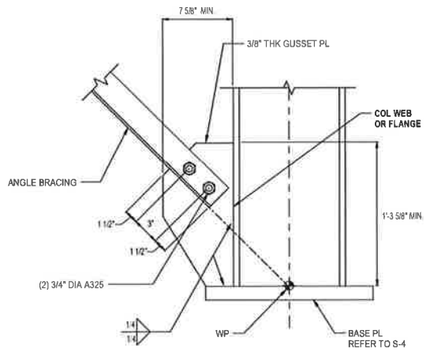
ELEVATION



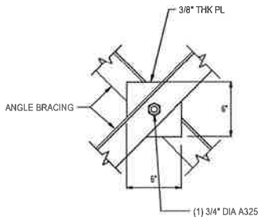
SECTION B-B

1 S-5 COLUMN TO KICKER CONNECTION

1" = 1'-0"



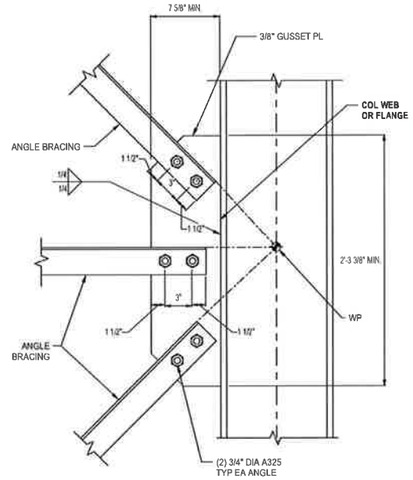
BRACING CONNECTION DETAILS (A)



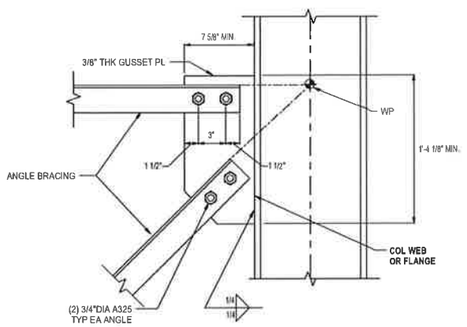
BRACING CONNECTION DETAILS (B)

2 S-5 TYPICAL SIGN SUPPORT ANGLE TO COLUMN

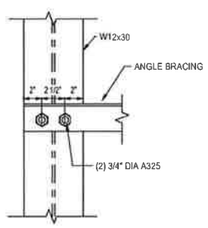
3" = 1'-0"



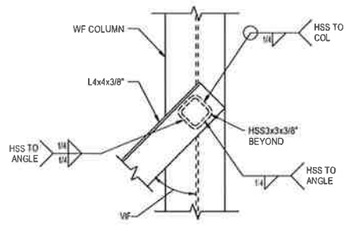
BRACING CONNECTION DETAILS (C)



BRACING CONNECTION DETAILS (D)



BRACING CONNECTION DETAILS (E)



BRACING CONNECTION DETAILS (F)

3 S-5 BRACING CONNECTION DETAILS

1 1/2" = 1'-0"

PENSACOLA BEACH SIGN FRAME REPLACEMENT 371827 4/26/2018 2:55:22 PM

MOTT MACDONALD FLORIDA LLC
220 West Garden Street
7th Floor
Pensacola, Florida 32502
Telephone: (850) 434 4371
Architects AA : C000335
Engineers EB : 0000155
Surveyors LB : 0006782

MOTT MACDONALD

PENSACOLA BEACH SIGN FRAME REPLACEMENT

GULF BREEZE, FLORIDA

ISSUED FOR BID	04/2018	0

DATE: APRIL 2018
DESIGNED BY: MJT
DRAWN BY: RC
CHECKED BY: CEL
PROJECT ENGINEER: MJT
PROJECT MANAGER: CEL
Matt MacDonald
PROJECT NUMBER: 371827

ISSUED FOR BID
NOT FOR CONSTRUCTION

CHAD E. LYNER
66277 FLORIDA - CERTIFICATION NUMBER

DATE

VALID ONLY WITH EMBOSSED SEAL

SHEET TITLE:

CONNECTION DETAILS

SHEET NUMBER:

S-5

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SECTION 05120

STRUCTURAL STEEL

PART 1- GENERAL

1.01 SUMMARY

A. Description of scope and intent:
   1. CONTRACTOR shall provide all material, labor, and tools required to complete the installation of specified system.
   2. Any omission of reference to items required to complete the full operational and functional system specified in the section does not relieve the CONTRACTOR of the obligation to provide same.
   3. To provide installation of all items, including delivery, dispersing to the proper locations within the site, and affixing in place.
   4. Installation shall be accomplished by workers skilled in their craft who will perform their work in a professional manner and will leave the premises safe, orderly and clean.
   5. Drawings and general provisions of Contract, including EJCDC General and Supplemental Conditions and Division 1 Specification Sections, apply to this Section.
   6. CONTRACTOR is responsible for coordination of work included in this specification with all other specification sections related to furnishing of all materials, labor, permits, fees and services necessary for completion of work in this Section.
   7. In the event of a conflict between the Design Drawings, referenced standards and these Specifications, the more stringent shall govern unless directed otherwise by the ENGINEER. CONTRACTOR shall strictly adhere to OSHA requirements and local codes or those of any regulatory agency or body with jurisdiction.

B. Section Includes:
   1. Fabrication and erection of structural steel framing members, as defined in AISC Code and as indicated on the drawings.
   2. Fabrication and erection of architecturally exposed structural steel (AESS).
   3. Welding.
   4. Shop painting.

C. Products Furnished but not installed under this section:
   1. Steel anchorages cast in concrete.
   2. Steel anchorages embedded in masonry.

1.02 REFERENCES

Comply with the following documents, except where requirements of the Contract Documents or of governing codes and governing authorities are more stringent. All referenced standards refer to the edition in force at the time these plans and specifications are issued.

A. ASTM A 36 -- Standard Specification for Structural Steel

B. ASTM A 6 – General Requirements for Rolled Steel Plates, Shapes, Sheet Piling, and Bars for Structural Use

C. ASTM A 123 -- Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron

and Steel Products

D. ASTM A 307-- Standard Specification for Carbon Steel Bolts and Studs, 60,000 PSI Tensile Strength

E. ASTM A 325-- Standard Specification for Structural Bolts, Steel, Heat Treated, 120/105 ksi Minimum Tensile Strength

F. ASTM A 500-- Standard Specification for Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes

G. ASTM A 786 – Rolled Steel Floor Plates

H. ASTM A 992 – Specification for Structural Steel Shapes

I. ASTM C 1107-- Standard Specification for Packaged Dry, Hydraulic-Cement Grout (Nonshrink)

J. ASTM E 94 -- Standard Guide for Radiographic Testing

K. ASTM E 142-- Standard Method for Controlling Quality of Radiographic Testing

L. ASTM E 164-- Standard Practice for Ultrasonic Contact Examination of Weldments

M. ASTM E 165-- Standard Test Method for Liquid Penetrant Examination

N. ASTM E 709-- Standard Guide for Magnetic Particle Examination

O. ASTM F 959-- Standard Specification for Compressible-Washer-Type Direct Tension Indicators for Use with Structural Fasteners

P. AWS D1.1-- Structural Welding Code - Steel; American Welding Society

Q. Code of Standard Practice for Steel Buildings and Bridges; American Institute of Steel Construction, Inc. (AISC)

R. Specification for Structural Steel Buildings -- Allowable Stress Design and Plastic Design; American Institute of Steel Construction, Inc. (AISC)

S. Specification for Structural Joints Using ASTM A325 or A490 Bolts; Research Council on Structural Connections; American Institute of Steel Construction, Inc. (AISC)

T. Steel Structures Painting Manual, Volume 2, Systems and Specifications; Steel Structures Painting Council (SSPC)

1.03 DEFINITIONS

A. Structural Steel: Items as listed in 2.1 of AISC "Code of Standard Practice for Steel

Buildings and Bridges," and excluding steel, iron, or other metal items not listed, even if attached to the structural framing.

1.04 SYSTEM DESCRIPTION

A. General: Unless otherwise specifically approved in writing, furnish exact sections, weights, and kinds of material specified, using details and dimensions shown.
   1. Not all connections are detailed; similar details apply to similar conditions, unless otherwise indicated. Contact the Architect promptly to verify design of members or connections in any situation where design requirements are unclear.

1.05 SUBMITTALS

A. Product Data: Producer's or manufacturer's information for products as follows, including sufficient data to show compliance with specified requirements:
   1. Mill test reports for each type of structural steel furnished.
   2. Test reports for high-strength bolts, nuts, and washers, including chemical analysis, tensile strength tests, and hardness tests.
   3. Test reports for direct tension indicators.
   4. Specifications for primer paint, including manufacturer's data on chemical composition, adhesion of spray fireproofing, and dry film thickness per applied coat.
   5. Specifications for non-shrink grout.

B. Shop Drawings: Complete drawings for structural steel, including information on location, type, and size of all connections, distinguishing between those made in the shop and those made in the field.
   1. Indicate weld lengths and sizes, using standard American Welding Society (AWS) welding symbols.
   2. Include setting drawings and templates for anchorages to be installed by others.
   3. Prepare shop drawings under the seal of a professional structural ENGINEER registered in the state of Florida.
   4. The fabricator is specifically responsible for the adequacy of any connections designed by the fabricator to performance standards established in the contract documents. Approval by the ENGINEER of shop drawings shall not relieve the fabricator of this responsibility, despite wording to the contrary in paragraph 4.2.1 of the AISC Code.

C. Test Reports: Submit test reports for all specified tests of connections.

D. Welder Qualifications: Evidence that welders employed in the work are currently certified under American Welding Society (AWS) qualification procedures.

E. Surveys: Certified copies of specified surveys, showing locations of all critical elements and deviations from data shown on contract documents.

1.06 QUALITY ASSURANCE

A. Welding Procedures: Establish that joint welding procedures are prequalified or test in accordance with American Welding Society (AWS) qualification procedures.

B. Regulatory Requirements: Unless other requirements of governing authorities or particular requirements of this specification are more stringent, comply with provisions of the following:
   1. AISC "Code of Standard Practice for Steel Buildings and Bridges."
   2. AISC "Specification for Structural Steel Buildings -- Allowable Stress Design and Plastic Design," with Commentary and Supplements.
   3. AWS D1.1, "Structural Welding Code - Steel."

C. Testing and Inspection Agency: Engage an independent testing and inspection agency acceptable to the OWNER to perform testing, inspect and evaluate connections, and prepare test reports.
   1. Correct deficiencies in the structural steel work identified by the testing and inspection agency at no additional expense to the OWNER. Subsequent tests to confirm the adequacy of corrected work will be at the CONTRACTOR's expense.

1.07 DELIVERY, STORAGE, AND HANDLING

A. Shipping: Deliver steel in timely fashion, to permit the most efficient and economical flow of work. Deliver steel members properly marked for field assembly and erection.
   1. Deliver anchor bolts, washers, and other anchorage devices to be built into other work in time to avoid delays and permit their proper installation.

B. Storage: Protect steel and other materials of this section from damage and corrosion. If temporary storage at the project site is required, keep steel members off the ground, using platforms or pallets, in location easily accessible for inspection.

PART 2- PRODUCTS

2.01 STEEL MATERIALS

A. AESS Materials - General: For members which will be exposed in the finished work and have been identified as AESS on the drawings, provide only materials which are free of surface blemishes such as pitting, roller marks, rolled trade names, and surface roughness.

B. Structural Steel Members (refer to plans for locations indicated):
   1. Wide flanges and WT sections: ASTM A992, Fy=50 ksi
   2. Channels, angles, plates, and miscellaneous steel: ASTM A36, Fy=36 ksi
   3. 316 Stainless Steel: ASTM A484, ASTM A276, Fy=30 ksi
   4. Structural Tubing, Cold-Formed: ASTM A500, Fy=46 ksi
   5. Steel Pipe: ASTM A53, Type E or S, Grade B, Fy=35 ksi

C. Anchor Bolts: ASTM F1554, Carbon steel, Grade 36; ASTM A 36 steel plate washers.

D. Bolts and Nuts:
   1. Carbon Steel: ASTM A307, Grade A
   2. High Strength Steel: ASTM A325, Type 1, plain (medium carbon steel)
   3. Stainless Steel: ASTM F593, ASTM F594
   4. AESS: Provide hexagonal bolt heads and nuts at all exposed connections.

E. Hardened Washers: ASTM F436, ASTM A240 (for stainless)

1. Dimensional requirements shall meet ANSI B18.22.1, Type A plain.

F. Direct Tension Indicators: At CONTRACTOR's option, provide either load indicator washers complying with ASTM F 959 or snap-off high-strength bolts certified to provide the minimum fastener tension in accordance with AISC "Specification for Structural Joints Using ASTM A325 or A490 Bolts" at all connections requiring high-strength bolts.

G. Shear Connectors: ASTM A108, Grades 1010 through 1020, headed-stud type, cold-finished carbon steel; AWS D1.1, Type B. Minimum Yield Strength = 50 ksi. Test Shear connectors in accordance with AWS. All studs shall be a minimum ¾" diameter unless otherwise noted.

2.02 MISCELLANEOUS MATERIALS

A. Welding Electrodes and Fluxes: AWS D1.1, Types as follows:
1. E70XX.

B. Nonshrink Grout: Prepackaged material requiring only the addition of water and complying with ASTM C 1107, and as follows:
1. Natural aggregate (nonmetallic) type.
2. Products: The following products, provided they comply with requirements of the contract documents, will be among those considered acceptable:
   a. "Masterflow 928"; Master Builders, Inc.
   b. "Sonogrout 14k"; Sonneborn Building Products Division/ChemRex, Inc.
   c. "Euco N-S Grout"; The Euclid Chemical Company.
   d. "Supreme"; Cormix Construction Chemicals.
   e. "Five Star Grout"; Five Star Products, Inc.

C. Shop Primer: Fabricator's standard primer.

2.03 FABRICATION

A. Shop Assembly - General: Comply with requirements of AISC Specifications. Shop fabricate and assemble to maximum degree possible.
1. AESS: Comply with requirements of AISC Code for architecturally exposed structural steel.
   a. Appearance: Cut, fit, and assemble units with exposed surfaces smooth, square, and free from cutting marks, shear distortion, burrs, and nicks.
   b. Tolerances: As specified in AISC Code for AESS, unless more stringent requirements are indicated on the drawings.

B. Thermal Cutting: Perform all thermal cutting by machine.
1. Plane thermally cut edges which are to be welded.

C. Connections:
1. Shop connections: As indicated on the drawings.
2. Field connections: As indicated on the drawings.
3. Bolts: High-strength steel bolts, except as otherwise indicated.
   a. Bolting: Comply with requirements of AISC "Specification for Structural Joints Using ASTM A325 or A490 Bolts."

4. Welds: Comply with requirements of AWS Code for welding procedures and quality of welds, including appearance.
   a. Built-up sections: Assemble components and weld using procedures which will maintain proper alignment of finished section.
   b. AESS: Verify that weld sizes, fabrication sequence, and equipment to be employed will limit distortions to allowable tolerances. Surface bleed of back-side welding on exposed surfaces will not be acceptable.
      1) Grind smooth exposed fillet welds 1/2 inch and larger.
      2) Grind flush butt welds.
      3) Dress all exposed welds.

D. Finishing: Accurately mill ends of columns and other members which must transmit loads in bearing.

E. Holes in Steel Members: Make all holes by means of cutting, drilling, or punching at right angles to surface of metal. Do not make or enlarge holes by burning.
   1. Provide holes in steel members as required to permit connection of work by others.

2.04 SHOP COATING – GALVANIZING

A. Galvanize the following items:
   1. All structural steel exposed to weather and as indicated on drawings.

B. Preparation: Thoroughly clean members to be galvanized, removing loose rust and mill scale.

C. Galvanizing: Perform galvanizing after fabrication in accordance with requirements of ASTM A 123, except galvanize all fastener assemblies in accordance with ASTM A153, use galvanizing methods which provide surface suitable for painting with min class A slip coefficient (0.33).

2.05 SHOP COATING – PAINT

A. Shop prime all steel members, except:
   1. Galvanized steel members.
   2. Steel members embedded in concrete or mortar.
   3. Do not paint the following surfaces:
      a. Machined or milled surfaces.
      b. Surfaces adjacent to field welds.
      c. Faying surfaces of bolted connections.
      d. Portions of member that receive a special coating. Refer to Section 09900.

B. Preparation: Thoroughly clean steel surfaces to be shop primed, removing loose rust, loose mill scale, dirt, oil, and grease. Clean steel in accordance with SSPC procedures as follows:
   1. Power tool or blast cleaning: SSPC SP-3, -5, -6, or -10.

C. Painting: As soon as possible after cleaning, apply specified primer paint in accordance with instructions of paint manufacturer, at a rate sufficient to provide a finished thickness of not less than 1.5 mils and an average thickness of 2.0 mils.

2.06 SHOP QUALITY CONTROL

A. Testing and Inspection:
   1. General: Provide access to testing and inspection agency so that specified testing and inspection can be safely accomplished.
   2. Shop bolted connections: Comply with testing and verification procedures in AISC "Specification for Structural Joints Using ASTM A325 or A490 Bolts," except test not less than the following number of bolts in each bolted connection: All slip critical connections as noted SC on drawings.
   3. Shop welded connections: Inspect and test shop-fabricated welds as follows:
      a. Visually inspect all welds.
      b. Inspect 100. percent of full penetration welds, using test method as follows:
         1) Radiographic testing (ASTM E 94 and ASTM E 142).
      c. Inspect 20 percent of fillet welds, using one of the following test methods:
         1) Radiographic Testing (ASTM E 94 and ASTM E 142).
         2) Magnetic Particle Inspection (ASTM E 709).
         3) Ultrasonic Testing (ASTM E 164).
         4) Liquid Penetrant Inspection (ASTM E 165).

PART 3- EXECUTION

3.01 EXAMINATION

A. Verification of Conditions: Examine areas and conditions for erection of structural steel and verify that the work may properly proceed. Do not commence erection of structural steel until unsatisfactory conditions have been corrected or fabricated steel components have been adjusted with the architect's agreement.
   1. Surveys: Conduct verification surveys by a professional ENGINEER or land surveyor registered in the state of Florida.

3.02 PREPARATION

A. Temporary Support: Provide temporary guys, braces, falsework, cribbing, or other elements required to secure the steel framing against loads equal in intensity to design loads. Remove such temporary support only when permanent connections have been made and the steel framing is fully capable of supporting design loads, including any temporary construction loads.

3.03 ERECTION

A. General: Erect structural steel in compliance with AISC Code of Standard Practice and Specifications.
   1. AESS: Comply with erection requirements of AISC Code dealing with architecturally exposed structural steel.

B. Assembly:
   1. Set structural members accurately to locations and elevations indicated, within tolerances established in AISC Code, before making final connections.
   2. Do not use thermal cutting to correct fabrication errors on any major structural member.

a. Thermal cutting of secondary members may be permitted by the architect upon request, but only when members involved are not loaded.

C. Columns and Bearing Surfaces:
1. Clean bearing and contact surfaces before assembly. Slightly roughen concrete and masonry surfaces to improve bond.
2. Set base and bearing plates accurately, using metal wedges, shims, or setting nuts as required.
3. After tightening anchor bolts and ensuring that structure is plumb, grout solidly between plates and bearing surfaces.
a. Comply with manufacturer's instructions for nonshrink grout.

D. Bolting:
1. Carbon steel bolts: Use only for temporary bracing during erection, unless otherwise specifically permitted by contract documents.
2. High-strength bolts: Comply with requirements of AISC "Specification for Structural Joints Using ASTM A325 or A490 Bolts."

E. Welding:
1. Do not perform field welding when ambient temperature is at 0 degrees F or below, or when surfaces are wet, exposed to rain, snow, or high wind.
2. Perform field welding in accordance with AWS "Structural Welding Code - Steel."
3. Tighten and leave in place erection bolts used in field-welded construction.
a. AESS: Verify that weld sizes, erection sequence, and equipment to be employed will limit distortions to allowable tolerances. Surface bleed of back-side welding on exposed surfaces is not acceptable.
1) Grind smooth exposed fillet welds 1/2 inch and larger.
2) Grind flush butt welds.
3) Dress all exposed welds.
4) Remove erection bolts, plug-weld bolt holes, and grind smooth.

F. Touch-up Painting: As soon as possible after erection of primed structural steel, clean painted areas which have been abraded or otherwise damaged by welding, bolting, or other field operations. Apply touch-up paint matching shop coating by brush or spray to all damaged paint areas, achieving a minimum final thickness of 1.5 mils.

3.04 FIELD QUALITY CONTROL

A. Testing and Inspection:
1. General: Provide access to testing and inspection agency so that specified testing and inspection can be safely accomplished.
2. Field-bolted connections: Comply with testing and verification procedures in AISC "Specification for Structural Joints Using ASTM A325 or A490 Bolts," except test not less than the following number of bolts in each bolted connection: All slip critcal connnections as noted SC on the drawings.
3. Field-welded connections: Inspect and test field-fabricated welds as follows:
a. Visually inspect all field welds.

END OF SECTION 05120

Paul R. Nobles/Purchasing Manager
Office of Purchasing

October 05, 2018

To: All Known Prospective Bidders

ADDENDUM NUMBER 1:

Re: PD 17-18.099 Re-Bid Pensacola Beach Sign Frame Replacement

All:

Your firm recently received an Invitation to Bid on the above-mentioned specification.

This Addendum Number 1 provides for an update to the Bid opening date and time as follows:

Original Bid Opening Date & Time	New Bid Opening Date and Time
~~October 05, 2018 at 2:00 PM, CDT~~	October 09, 2018 at 1:00 PM

This Addendum Number 1 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Jeffrey Lovingood
Purchasing Specialist

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

JDL

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

October 09, 2018

To: All Known Prospective Bidders

ADDENDUM NUMBER 2:

Re: PD 17-18.099 Re-Bid Pensacola Beach Sign Frame Replacement

All:

Your firm recently received an Invitation to Bid on the above-mentioned specification.

This Addendum Number 1 provides for an update to the Bid Opening date and time. Due to the impending weather event, all Escambia County offices will be closed beginning at 12:00 PM CDT (noon) on October 09, 2018 through October 10, 2018. The Bid Opening scheduled for ~~today, October 09, 2018 at 1:00 PM, CDT~~, **is now scheduled for October 11, 2018, at 2:30 PM, CDT.**

Companies who have already submitted their bids prior to the issuance of Addendums 1 and/or 2 can forward a signed copy of their acknowledgements to me via email or bring an original copy to the bid opening.

This Addendum Number 2 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Jeffrey Lovingood
Purchasing Specialist

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

JDL

Public Notice of Recommended Award

Bid Tabulation	**Solicitation Number:** PD 17-18.099 **Solicitation Name:** Re-Bid ITB Pensacola Beach Sign Frame Replacement										
Bid Opening Time: 2:30 PM **Bid Opening Date:** 10/11/2018 **Bid Opening Location:** Rm 11.407 **Name of Bidder(s)**		Bid Form Completed & Signed	Electronic Copy of Complete Bid Form	Bid Bond or Check	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances	Certificate of Authority to do Business in the State of Florida	Acknowledge-ment of Addenda	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes	Base Bid	Bid Alternate One
Birkshire Johnstone, LLC		Y	N	Y	Y	Y	Y	N	Y	203,250.00	445,500.00
Kenco Sign and Awning LLC		Y	N	Y	Y	Y	Y	Y	Y	116,580.00	262,440.90

Bids Opened By:	Jeff Lovingood, Purchasing Specialist	**Date:**	10/11/2018	**Status:**	
Bids Tabulated By:	Jeff Lovingood, Purchasing Specialist	**Date:**	10/11/2018	Recommendation to Award	
Bids Witnessed By:	Susan Kerr, Purchasing Office	**Date:**	10/11/2018	**CAR Date:** 10/22/2018	**BOCC Date:** **11/1/2018**

Purchasing Manager/Designee recommends to the BOCC: **To award a contract to:** Kenco Sign and Awning, LLC

Pursuant to Section 119.07(3)(M), Florida Statute, all document relating to this tabulation are available for public inspection and copying at the Office of Purchasing.

Notes: Alternate Bid 1 is selected as the Scope of Work to be performed.

Posted: **10/18/18 2:00 PM** **Form Completed By:** **JDL/sk**

RECOMMENDATION TO AWARD DETERMINATION CHECKLIST
(EXHIBIT 1 TO TABULATION SHEET)

SECTION 1 **- GENERAL INFORMATION SECTION -**

Description: Re-Bid Pensacola Beach Sign Frame Replacement

Bid Number: PD 17-18.099

Opening Date/Time: October 11, 2018 at 2:30 PM CDT

Purchasing Agent: Jeffrey Lovingood

Client Department: Public Works/Transportation & Traffice Dept. Director/Designee: David Forte

Protest Information: N/A

Note: Purchasing will advise of any Protest(s)

Requisition #: N/A

Fund #: 167 Fund Title: Bob Sikes Toll Fund

Cost Center #: 140302 Cost Center Title: Bob Sikes Toll - Operation & Maintenance

Object Code #: 56301 Object Code Title: Improvements Other Than Buildings

Background/Attachments/S.O.W. included w/Requisition for Preparing Recommendation (●) Yes ( ) No
Note: Attachments to Requisition shall Reference PD # 0

Comments Applicable to General Information Section:

SECTION 2 **- RECOMMENDED AWARD SECTION -** **(See Attached Tab Sheet)**

Recommendation to the BCC: (See Attached Tabulation Sheet for Pre-Award Compliance)

Accept Alternate Bid 1 from Kenco Sign & Awning, LLC in the amount of $262,440.90.

Unit Price Extensions Checked by: Jeff Lovingood

(Signature) _____ (Date) 10/17/18

Note: Have Extensions Checked by Consultant and Confirm to Purchasing Agent after Opening.

Corrections to Unit Price Extension(s) Description:

Comments/Questions as to Responsiveness and Responsibility for Apparent Low Bidder
Purchasing [ ] Yes [✓] No Client Departmen [ ] Yes [ ] No
If Yes, Please Document in Space Provided:

SECTION 3 **-CLIENT DEPARTMENT & OFFICE OF PURCHASING APPROVALS - FOR RECOMMENDED AWARD SECTION**

Department Director/Designee Approval: _____
(Signature)

Note: Fax Immediately to Director or Designee if not at Public Opening.

Purchasing Manager/Designee Approval: _____
(Signature)

Note 1: The Office Of Purchasing prepares recommendations for contract award through the County Administrator's Report. (CAR).

Note 2: Recommendations after contract award, typically Contract Administration matters such as amendments, change orders, assignments, and task are to be prepared by the Department. Add-on Recommendations will require the approval of the Purchasing Manager (or his designee) and the Director of Administrative Services (or her designee).

STANDARD CONSTRUCTION CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF
ESCAMBIA COUNTY, FLORIDA

AND

KENCO SIGNS AND AWNING, LLC

For

PD 17-18.099, RE-BID PENSACOLA BEACH SIGN FRAME REPLACEMENT

FORM A: Construction- A/E Designed

(Revised 2018)

STANDARD CONSTRUCTION CONTRACT DOCUMENTS
FORM A

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AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND KENCO SIGNS AND AWNING, LLC FOR ARCHITECT/ENGINEER DESIGNED CONSTRUCTION CONTRACT DOCUMENTS.

THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA**,** ("County"), hereby contracts with Kenco Signs and Awning, LLC (“Contractor”), a Florida corporation for profit, to perform all work ("Work") in connection with PD 17-18.099, Re-Bid Pensacola Beach Sign Frame Replacement ("Project"), as detailed in the attached Plans and Specifications and other Contract Documents hereafter specified.

SECTION 1. CONTRACT DOCUMENTS.

A. The Contract Documents include this Agreement, including Amendments and Exhibits, the Exhibits described in Section 6, Change Orders, Work Directive Changes, Field Orders and the solicitation documents, including addenda. These Contract Documents are incorporated by reference and made a part of this Agreement. A copy of all Contract Documents shall be maintained by Contractor at the Project site at all times during the performance of the Work.

B. In case of any inconsistency or conflict among the provisions of the agreement and any other terms and conditions of any documents comprising the Contract Documents, the provisions of the Agreement shall control. Concerning the Contract Documents, the order of precedence shall be as follows: 1) the Agreement, including Amendments and Exhibits; 2) Change Orders; 3) Work Directive Changes; 4) Field Orders; 5) the Solicitation Documents, including addenda. The Contract Documents listed above represent the entire and integrated agreement between the parties hereto, and supersede prior negotiations, representations, or agreements, either written or oral.

C. County shall furnish to the Contractor up to four (4) sets of the Contract Documents for execution of the Work. Additional copies of the Contract Documents are available at the cost of reproduction.

SECTION 2. SCOPE OF WORK.

Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the Work required by the Contract Documents.

SECTION 3. CONTRACT AMOUNT.

In consideration of the faithful performance by Contractor of the covenants in this Agreement to the full satisfaction and acceptance of County, County has accepted Contractor's **Alternate Bid 1** and agrees to pay, or cause to be paid, to Contractor the following amount (herein "Contract Amount"), in accordance with the terms of this Agreement:

Two Hundred Sixty-Two Thousand, Four Hundred Forty Dollars and Ninety Cents

$262,440.90

SECTION 4. BONDS.

A. Contractor shall provide at his expense Performance and Payment Bonds, in the form prescribed in **Exhibit B**, in the amount of 100% of the Contract Amount. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to County; provided; however, the surety shall be rated as "A-" (excellent) or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holder's surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

B. If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Document, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval. Failure by Contractor to maintain its bonds in full force and effect at all times, including the warranty period, shall be grounds for termination of this Contract.

C. Per §255.05, Florida Statutes, the Contractor shall be required to execute and record the Performance and Payment bonds. The bonds must state the name and principal business address of both the Principal and the Surety and a description of the project sufficient to identify it. (The filing costs are $10.00 for the first page and $8.50 for each remaining page).

SECTION 5. CONTRACT TIME AND LIQUIDATED DAMAGES.

A. Time is of the essence in the performance of the Work under this Agreement. Contractor shall commence the Work within ten (10) calendar days from the Commencement Date, established in the Notice to Proceed. No Work shall be performed at the Project site prior to the Commencement Date. Contractor shall provide 48 hours' notice prior to beginning the Work. The Work shall be substantially completed within **One Hundred Five (105)** calendar days from the Commencement Date. The Work shall be fully completed and deemed ready by the County for final completion within **Fifteen (15)** calendar days from the Substantial Completion Date. The Contract Time shall be the time period from the Commencement Date to the date of final completion totaling **One Hundred Twenty (120)** calendar days (herein "Contract Time").

B. County and Contractor recognize that, since time is of the essence for this Agreement, the County will suffer financial loss if the Work is not substantially completed within the time specified. Should Contractor fail to substantially complete the Work within the time period noted above, County shall be entitled to assess, as liquidated damages, but not as a penalty, **$100.00** for each calendar day thereafter until substantial completion is achieved. The Project shall be deemed to be substantially completed by the County on the date that the County's Architect certifies in writing that the construction of the project, or specified part thereof, is sufficiently completed in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended. Along with such certification, the County's Architect shall compile a "punch list" of any remaining exceptions that do not adversely affect the use of the Project. Completion of these items

will be required prior to final payment.

C. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if Contractor fails to substantially complete the Work in accordance with the progress schedule.

D. When any period of time is referenced to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

SECTION 6. EXHIBITS INCORPORATED.

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

Exhibit A:	General Terms and Conditions
Exhibit B:	Form of Performance and Payment Bonds
Exhibit C:	Insurance Requirements
Exhibit D:	Form of Release and Affidavit
Exhibit E:	Form of Contractor Application for Payment
Exhibit F:	Form of Change Order
Exhibit G:	Owner Direct Purchases- FORM OF0205 (if applicable)
Exhibit H:	Working Drawings and Technical Specifications / Plans prepared by Architect/Engineer: [Mott MacDonald Project No.371827 / S-1 / 04-2018]
Exhibit L:	Solicitation Documents Index

SECTION 7. NOTICES.

A. All notices required or made pursuant to this Agreement by the Contractor to the County shall be in writing and delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, addressed to the following:

Public Works/Transportation and Traffic
3363 West Park Place
Pensacola, Florida 32505
Attn: David Forte

B. All notices required or made pursuant to this Agreement by County to Contractor shall be made in writing and shall be delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, addressed to the following:

Kenco Signs and Awning, LLC
1539 Garden Avenue

Holly Hill, Florida 32117
Attn: Raymond K. Webb, President

C. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

SECTION 8. MODIFICATION.

No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

SECTION 9. SUCCESSORS AND ASSIGNS.

Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

SECTION 10. GOVERNING LAW.

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida and the parties agree that venue shall be in Escambia County, Florida for any matter which is the subject of this Contract.

SECTION 11. NO WAIVER.

The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

SECTION 12. ENTIRE AGREEMENT.

Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

SECTION 13. SEVERABILITY.

Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

SECTION 14. PUBLIC RECORDS.

The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as

authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract. In such case, the Contractor shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontractor work).

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: the parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement, and Kenco Signs and Awning, LLC signing by and through its President, duly authorized to execute same.

COUNTY:
Escambia County, Florida, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

Witness: _____

By: _____

Jack R. Brown, County Administrator

Witness: _____

Date: _____

BCC Approved: 11/01/2018

CONTRACTOR:
Kenco Signs and Awning, LLC, a Florida Corporation, authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

By: _____

By: _____
Secretary

Raymond K. Webb, President

Date: _____

(Corporate Seal)

EXHIBIT A
GENERAL TERMS AND CONDITIONS

Section 1. INTENT OF CONTRACT DOCUMENTS

1.1. It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in affect at the time the Work is performed, except as may be otherwise specifically stated herein.

1.2. If during the performance of the Work Contractor discovers a conflict, error or discrepancy in the Contract Document, Contractor immediately shall report same to Architect/Engineer in writing and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from the Architect/Engineer. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.

1.3. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications of other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the Architect/Engineer. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.

1.4. "Architect", where referenced on the drawings or in the specifications or in other related documents, shall mean the Escambia County Architect or the designated representative thereof.

Section 2. INVESTIGATION AND UTILITIES

2.1. Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the Project area as a whole; topography and ground surface conditions; nature and quality of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or

compensation.

2.2. Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Section 2 as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

Section 3. SCHEDULE

3.1. The Contractor, within ten (10) calendar days after receipt of the Notice of Award, shall prepare and submit to County, for review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress Schedule may be provided in an electronic format. The Progress Schedule shall relate to all Work required by the Contract Documents and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work and shall include dates of Shop Drawing Submittals.

3.2. The Progress Schedule shall be updated monthly by the Contractor. All monthly updates to the Progress Schedule shall be subject to the County's review and approval. Contractor shall submit the updates to the Progress Schedule with its Applications for Payment noted below. The County's review and approval of the submitted Progress Schedule updates shall be a condition precedent to the County's obligation to pay Contractor.

Section 4. PROGRESS PAYMENTS

4.1. Prior to submitting its first Application for Payment, Contractor shall submit to County and the Architect/Engineer, for its review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the County and Architect/Engineer, this schedule of values shall be used as the basis for the Contractor's Applications for Payment. This schedule shall be updated and submitted along with a completed and notarized copy of the Application for Payment form attached to the Agreement as **Exhibit E**.

4.2. Prior to submitting its first monthly Application for Payment, Contractor shall submit to County and the Architect/Engineer a complete list of all its proposed subcontractors and materialmen, showing the work and materials involved and the dollar amount of each proposed subcontract and purchase order. The first Application for Payment shall be submitted no earlier than thirty (30) days after the Commencement Date.

4.3. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the County in writing, the Application for Payment will subdivide the work into component parts in sufficient detail to serve as the basis for a progress payment and shall also be accompanied by a bill of sale, invoice or other documentation warranting that upon payment by County, the County shall receive the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect County's interest therein, all of which shall be subject to the County's prior written approval.

4.4. Contractor shall submit **Four (4)** original copies of each of its Applications for Payment to the Architect/Engineer on or before the 25th day of each month for work performed during the previous month. Invoices received after the 25th day of each month shall be considered for payment as part of the next month's application. Within ten (10) calendar days after receipt of each Application for Payment, the Architect/Engineer shall either: (1) indicate approval of the requested payment; (2) indicate approval of only a portion of the requested payment, stating in writing the reasons therefore; or (3) return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment. In the event of a total or partial denial of the Application for Payment by the Architect/Engineer, the Contractor may make the necessary corrections and resubmit the Application for Payment for reconsideration within ten (10) calendar days of receiving notice of refusal.

If re-submittal of the Application for Payment is refused by the Architect/Engineer, in whole or in part, the Contractor may submit a written request to the County Administrator for an administrative decision within two (2) business days of receiving notice of refusal. Upon receiving a timely request, an administrative decision shall be rendered within ten (10) calendar days with written notification provided to the Contractor.

If the administrative decision is disputed, the Contractor may submit a written request to the County Administrator for an administrative hearing before the Dispute Resolution Committee (DRC) within two (2) business days of receiving said decision. A hearing shall be scheduled within ten (10) business days from the date the request is received, and the Contractor will receive written notice of the hearing date. The DRC may, within its discretion, render a final decision at the hearing or may elect to mail a written decision to the property owner within a period not to exceed ten (10) calendar days from the hearing date. The DRC's written decision shall be considered administratively final.

The County shall, within twenty (20) business days after County approval of an Application for Payment, pay the Contractor the amounts so approved. Provided, however, in no event shall the County be obligated to pay an amount greater than that portion of the Application for Payment approved.

4.5 County shall retain ten percent (10%) of the gross amount of each monthly payment request or ten percent (10%) of the portion thereof approved by the County for payment, whichever is less. The retained sum shall be accumulated and not released to Contractor until final payment is due. Any interim interest on such sums shall accrue to County.

If the Contract Amount is $200,000.00 or less, the following shall apply:
At the County's sole discretion, a percentage of the amount retained from the gross amount of each monthly payment may be reduced prior to final completion of the Project and said percentage released to the Contractor upon receiving a certificate of substantial completion and

approval from the Architect/Engineer.

If the Contract Amount is in excess of $200,000.00, the following shall apply:
After fifty percent (50%) completion of Work, the County shall reduce the retainage to five percent (5%) of the gross amount of each monthly payment request or five percent (5%) of the portion thereof approved by the County for payment, whichever is less. After fifty percent (50%) completion of Work, the Contractor may request payment of up to one-half of the retainage held by the County, and the County shall make payment unless there are grounds for withholding the payment of retainage. The County shall not pay or release any amounts that are the subject of a good faith dispute, claim, or demand.

Release of any portion or percentage of sums retained prior to final completion of the Project shall in no way imply approval or acceptance of Contractor's work.

4.6 Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work.

4.7 Each Application for Payment shall be accompanied by Release and Affidavit, in the form attached as **Exhibit D**, showing that all materials, labor, equipment and other bills associated with that portion of the Work payment is being requested on have been paid in full. The County shall not be required to make payment until and unless these affidavits are furnished by Contractor.

4.8 Applications for Payment will not be approved unless all submittals required by the Contract documents, up to that point, are provided and "As-Built" record documents are maintained as required by Section 8.2.

4.9 Contractor agrees and understands that funding limitations exist and that the expenditure of funds must be spread over the duration of the Project at regular intervals based on the Contract Amount and Progress Schedule. Accordingly, prior to submitting its first monthly Application for Payment, Contractor shall prepare and submit for County's and Architect/Engineer's review and approval, a detailed Project Funding Schedule, which shall be updated as necessary and approved by County to reflect approved adjustments to the Contract Amount and Contract Time. No voluntary acceleration or early completion of the Work shall modify the time of payments to Contractor as set forth in the approved Project Funding Schedule.

Section 5. PAYMENTS WITHHELD.

5.1. The Architect/Engineer or County may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The Architect/Engineer or County may nullify the whole or any part of any approval for payment previously issued and County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between County and Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents. If these conditions are not remedied or removed, County may, after three (3) days written notice, rectify the same at Contractor's

expense. County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to County, whether relating to or arising out of this Agreement or any other agreement between Contractor and County.

Section 6. FINAL PAYMENT

6.1. County shall make final payment to Contractor within thirty (30) calendar days after the Work is finally inspected and accepted by County and Architect/Engineer in accordance with Section 20.1 herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished County with a properly executed and notarized copy of the Release and Affidavit attached as **Exhibit D**, as well as, a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents or the County.

6.2. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by County shall be deemed to be a waiver of County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the Architect/Engineer or County at the time of final inspection.

Section 7. SUBMITTALS AND SUBSTITUTIONS

7.1. Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. When submitted for the Architect's review, Shop Drawings shall bear the Contractor's certification that the Contractor has reviewed, checked, and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Documents. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.

7.2. Prior to submitting its first Application for Payment, Contractor shall provide to County a CD/DVD in digital format and/or photographs showing the pre-existing conditions located within the limits of construction.

7.3. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by County if sufficient information is submitted by Contractor to allow the County to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by County from anyone other than Contractor and all such requests must be submitted by Contractor to County within thirty (30) calendar days after Notice to Proceed is received by Contractor.

7.4. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to the County for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that

specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the County in evaluating the proposed substitute. The County may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.

7.5. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the County, if Contractor submits sufficient information to allow the County to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the County shall be the same as those provided herein for substitute materials and equipment.

7.6. The County shall be allowed a reasonable time within which to evaluate each proposed substitute. The County shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the County's prior written acceptance, which shall be evidenced by either a Change Order or an approved Shop Drawing. The County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

Section 8. DAILY REPORTS, AS-BUILTS, AND MEETINGS

8.1. Unless waived in writing by County, Contractor shall complete and submit, along with its Application for Payment, to the County on a monthly basis a daily log of the Contractor's work for the preceding month in a format approved by the County. The daily log shall document all activities of Contractor at the Project site including, but not limited to, the following:

8.1.1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work;

8.1.2. Soil conditions which adversely affect the Work;

8.1.3. The hours of operation by Contractor's personnel and subcontractor's personnel;

8.1.4. The number of Contractor's and subcontractor's personnel present and working at the Project site, by subcontract and trade;

8.1.5. All equipment present at the Project site, description of equipment use and designation of time equipment was used (specifically indicating any down time);

8.1.6. Description of Work being performed at the Project site;

8.1.7. Any unusual or special occurrences at the Project site;

8.1.8. Materials received at the Project site; and

8.1.9. A list of all visitors to the Project site.

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to County or Architect/Engineer pursuant to the Contract Documents.

8.2. Contractor shall maintain in a safe place at the Project site one record copy of the Contract Documents, as well as all shop drawings and other Contractor submittals and all written interpretations and clarifications issued by the County, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to County for reference. Upon completion of the Work, and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to County by Contractor.

8.3. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. County, or any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

Section 9. CONTRACT TIME AND TIME EXTENSIONS

9.1. Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and materialmen, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission of Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents.

9.2. Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

9.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

Section 10. CHANGES IN THE WORK

10.1. County shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of County, and County shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of County is authorized to direct any extra or changed work orally.

10.2. A Change Order, in the form attached as Exhibit F to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor and County concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount shall be adjusted in the Change Order in the manner as County and Contractor shall mutually agree.

10.3. If County and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by County in a written Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by County. If Contractor disagrees with the County's adjustment determination, Contractor must make a claim pursuant to Section 11 of these General Conditions or else be deemed to have waived any claim on this matter it might otherwise have had.

10.4. In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.

10.5. County shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Change Order.

10.6. The County shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount and not inconsistent with the intent of the Contract Documents. Such

changes may be affected by Field Order or by other written order. Such changes shall be binding on the Contractor.

Section 11. CLAIMS AND DISPUTES

11.1. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between County and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.

11.2. Claims by the Contractor shall be made in writing to the County and Architect/Engineer within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the County and Architect/Engineer within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 10.4.

11.3. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the County in writing. County shall continue to make payments in accordance with the Contract Documents during the pendency of any Claim.

Section 12. OTHER WORK

12.1. County may perform other work related to the Project at the site by County's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, notice thereof will be given to Contractor. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact to County and Architect/Engineer within forty-eight (48) hours of being notified of the other work. If the Contractor fails to send the above required forty-eight (48) hour notice, the Contractor will be deemed to have waived any rights it otherwise may have had to seek an extension to the Contract Time or adjustment to the Contract Amount.

12.2. Contractor shall afford each utility owner and other contractor (or County, if County is performing the additional work with County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the Architect/Engineer and the others whose work will be affected.

12.3. If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or County), Contractor shall inspect and promptly report to Architect/Engineer in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's

Work.

Section 13. INDEMNIFICATION AND INSURANCE

13.1 Contractor shall pay on behalf of or indemnify and hold harmless County and its agents, officers and employees from and against all liabilities, damages, losses, and costs, including attorney's and paralegal fees, incurred by County to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by anyone for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. Contractor's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor, and Contractor shall not be required to pay on behalf of or indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's fees and paralegal fees.

County and Contractor agree one percent (1%) of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement.

Contractor agrees that such indemnification by Contractor relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any applicable statutes of limitations thereafter. Contractor's obligation to indemnify shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

13.2 Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in Exhibit C to the Agreement. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies or trusts which are registered with the State of Florida. Foreign or off-shore insurance carriers are not acceptable for work under this contract unless admitted to the State of Florida. All commercial insurance carriers providing the Contractor with required insurance shall be a minimum financial size category of VII according to the AM Best Rating Guide, latest edition. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Within ten (10) calendar days after Notice of Award is received by Contractor and prior to the commencement of work, Contractor shall provide County with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by County, such as "Acord Form 25". The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. Certificates of Insurance shall be mailed to Escambia County in care of: Purchasing Manager, Office of Purchasing, P.O. Box 1591, Pensacola, Florida 32597-1591. In addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to County, on a timely basis, when requested by County.

13.3 The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) calendar days' prior written notice by registered or certified mail shall be given County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

13.4 All insurance coverages of the Contractor shall be primary to any insurance or self-insurance program carried by the County applicable to this Project. The acceptance by County of any Certificate of Insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of Insurance are received by the County.

13.5 Contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in Exhibit C, unless such insurance requirements for the subcontractor is expressly waived in writing by the County. All liability insurance policies, other than professional liability, worker's compensation and employer's liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name Escambia County as an additional insured and shall contain severability of interest provisions. Escambia County shall also be designated as certificate holder with the address of P. O. Box 1591, Pensacola, Florida 32597-1591. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by County, certified, true copies of the renewal policies, shall be furnished by Contractor within thirty (30) days prior to the date of expiration. Upon expiration of an insurance policy term during the course of work under the contract, succeeding insurance policies shall be consecutive to the expiring policy.

13.6 All liability policies shall be underwritten on the "occurrence" basis, unless otherwise approved in writing by the County Division of Risk Management. "Claims made" policies, if approved by the Risk Manager, and subsequent insurance certificates shall provide a "retro-date" which shall include the effective date of the contract. "Claims-made" renewals or carrier and policy replacements shall reflect the original "retro-date."

13.7 Should at any time the Contractor not maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

13.8 Contractor shall submit to County a copy of all accident reports arising out of any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor or sub-Contractor under the contract documents.

13.9 Duty To Provide Legal Defense. Contractor shall pay for and provide a legal defense for the County, which shall include attorneys' fees and costs, both of which will be done only if and when requested by the County, for all liabilities, damages, losses, and costs as described in

paragraph 13.1 above. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Section 14. COMPLIANCE WITH LAWS

14.1. Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify County and Architect/Engineer in writing. Compliance with the above laws shall include but is not limited to: (1) the Occupational Safety and Health Act, 29 CFR 1910 and 1926, respectively, General Industry Standards and Construction Industry Standards, including regulations regarding Trenching and Shoring; (2) the Florida Workers' Compensation Law, Chapter 440, Florida Statutes; (3) Rules 38F and 38I, Florida Administrative Code; and (4) Florida Department of Transportation Manual of Traffic Control and Safe Practices. Failure to adhere to the requirements of the abovenamed laws and regulations regarding safety and traffic control shall be grounds for an immediate work stoppage, either by County staff or the Contractor, until the deficiency is corrected.

14.2 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

Section 15. CLEANUP AND PROTECTIONS.

15.1. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy by County.

15.2. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work. Non-compliance with directives of this section may serve as a basis of rejection of

Application for Payment.

Section 16. ASSIGNMENT

16.1 Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward County.

Section 17. PERMITS, LICENSES AND TAXES.

17.1. All permits and licenses necessary for the prosecution of the Work shall be procured and paid for by Contractor. All permits or fees, including but not limited to, all license fees, permit fees, impact fees or inspection fees payable by Contractor to County have been disclosed to Contractor in the bidding documents or other request for proposal at the time the Project was let for bid. If Contractor performs any Work without obtaining, or contrary to, such permits or licenses, Contractor shall bear all costs arising therefrom. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.

17.2. Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

Section 18. TERMINATION FOR DEFAULT.

18.1 Contractor shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the County or Architect/Engineer or as provided for in the approved Progress Schedule; or (4) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (5) discontinues the prosecution of the Work; or (6) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (7) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (8) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (9) makes an assignment for the benefit of creditors; or (10) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (11) materially breaches any other provision of the Contract Documents.

18.2 County shall notify Contractor in writing of Contractor's default(s). If County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which County, in its sole discretion, may choose.

18.3 If County deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All

monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including Architect/Engineer and attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, shall be certified by the Architect/Engineer, upon application, and this obligation for payment shall survive termination of the Agreement.

18.4 The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

18.5 If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against County shall be the same as and limited to those afforded Contractor below under Subsection 19.1, Termination for Convenience.

18.6 If the Contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement then the County may, without prejudice to any right or remedy and after giving the Contractor and his surety, if any, seven (7) calendar days' written notice, during which period Contractor still fails to allow access, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Contractor, and may finish the project by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontract work).

Section 19. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION

19.1. County shall have the right to terminate this Agreement without cause upon seven (7) calendar days' written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

19.2. County shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time

to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

Section 20. COMPLETION

20.1. Upon receipt of written notice, the County will ascertain whether the work or designated portions thereof are ready for the Architect's substantial completion inspection. From the Architect's list of incomplete or unsatisfactory items, a schedule for the County's review will be prepared for their completion indicating such completion dates. The County will issue a Certificate of Substantial Completion when the work has been deemed substantially complete by the County.

20.2. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the County shall promptly make such inspection and, if it finds the work acceptable and fully performed under the Contract Documents, shall promptly issue a Certificate of Final Completion and Recommendation for Payment, stating that, on the basis of observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor is due and payable. The final payment shall not become due and payable until Contractor submits: (1) the Release and Affidavit in the form attached as **Exhibit D**, (2) consent of surety to final payment, (3) if required by County, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by County, (4) a published copy of the Notice of Completion as provided for in this section and (5) all required close out document as provided in the contract documents. County reserves the right to inspect the Work and make an independent determination as to the Work's acceptability. Unless and until the County is completely satisfied, the final payment shall not become due and payable.

20.3. After the Work is ready for final inspection and acceptance by the County, a legal advertisement must be published by the Contractor in a local newspaper of a general countywide circulation at least thirty (30) days before final payment shall be made. Example of such publication is as follows:

Legal Notice of Completion

Notice is hereby given that the undersigned Contractor has completed and has ready for acceptance by the Board of County Commissioners of Escambia County, Florida, the following construction project:

_____

(Project Name and Address)

_____

(Legal Name and Address - entity of the Contractor)

Subcontractors, material men, and other persons having payment claims against the Contractor relating to this project should govern themselves accordingly.

Section 21. WARRANTY

21.1. Contractor shall obtain and assign to County all express warranties given to Contractor or any subcontractors by any material men supplying materials, equipment or fixtures to be incorporated into the Project. Contractor warrants to County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within two (2) years after substantial completion and acceptance, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from County. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work, which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which County is entitled as a matter of law. The Performance Bond shall remain in full force and effect throughout the two (2) year Warranty Period.

Section 22. TESTS AND INSPECTIONS

22.1. County, Architect/Engineer, their respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide Architect/Engineer with timely notice of readiness of the Work for all required inspections, tests or approvals.

22.2. If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish Architect/Engineer the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the Architect/Engineer and County.

22.3. If any Work that is to be inspected, tested or approved is covered without written concurrence from the Architect/Engineer, such work must, if requested by Architect/Engineer, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given Architect/Engineer timely notice of Contractor's intention to cover the same and Architect/Engineer has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from Architect/Engineer, such Work must, if requested by Architect/Engineer, be uncovered for Architect/Engineer's observation and be replaced at Contractor's sole expense.

22.4. The County shall charge to Contractor and may deduct from any payments due Contractor all engineering and inspection expenses incurred by County in connection with any overtime work. Such overtime work consisting of any work during the construction period beyond the regular eight (8) hour day and for any work performed on Saturday, Sunday or holidays.

22.5. Neither observations by the Architect/Engineer nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with

the Contract Documents.

22.6. Prior to payment for any Work for which testing is specified, Contractor shall provide the County a copy of reasonably acceptable test results relating to such work as required by the technical specifications of the solicitation.

Section 23. DEFECTIVE WORK

23.1. Work not conforming to the requirements of the construction plans or Contract Documents or work conforming to the construction plans or contract documents containing errors or omissions, including, but not limited to, design flaws shall be deemed defective Work. If required by County or Architect/Engineer, Contractor shall as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the defective Work has been rejected by County or Architect/Engineer, remove it from the site and replace it with undefective Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold County harmless for same.

23.2. If the County or Architect/Engineer considers it necessary or advisable that covered Work be observed by Architect/Engineer or inspected or tested by others, Contractor, at County's or Architect/Engineer's request, shall uncover, expose or otherwise make available for observation, inspection or tests as County or Architect/Engineer may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension of the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

23.3. If any portion of the Work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, County or Architect/Engineer may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of County or Architect/Engineer to stop the Work shall not give rise to any duty on the part of County or Architect/Engineer to exercise this right for the benefit of Contractor or any other party.

23.4. Should the County determine, at its sole opinion, it is in the County's best interest to accept defective Work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective Work after final payment, Contractor at the discretion of the County shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective Work or shall increase in the Work's warranty period beyond two (2) years.

23.5. If Contractor fails, within a reasonable time after the written notice from County or

Architect/Engineer, to correct defective Work or to remove and replace rejected defective Work as required by Architect/Engineer or County, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, County may, after seven (7) days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, County may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possessions of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County or Architect/Engineer, and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable County to exercise the rights and remedies under this Subsection. All direct, indirect and consequential costs of County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by County of County's rights and remedies hereunder.

Section 24. SUPERVISION AND SUPERINTENDENTS

24.1. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without prior written notice to County except under extraordinary circumstances. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. County shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause.

Section 25. PROTECTION OF WORK

25.1. Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor, or any one for whom Contractor is legally liable, is responsible for any loss or damage to the Work, or other work or materials of County or County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.

25.2. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

Section 26. EMERGENCIES

26.1. In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from County or Architect/Engineer is obligated to act to prevent threatened damage, injury or loss. Contractor shall give Architect/Engineer written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Document have been caused thereby. If the Architect/Engineer determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjacent to the Contract Amount or an extension to the Contract Time.

Section 27. USE OF PREMISES

27.1. Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

Section 28. SAFETY

28.1. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

28.1.1. All employees of the Work and other persons and/or organizations who may be affected thereby;

28.1.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and

28.1.3. Other property on Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the contract documents.

28.2 The Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by County has occurred.

28.3 The Contractor shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by the Contractor to the County.

28.4 The Contractor shall adhere at all times to the minimum safety guidelines for construction and renovation projects as set out in **Exhibit C** of this Agreement.

Section 29. PROJECT MEETINGS.

29.1. Prior to the commencement of Work, the Contractor shall attend a preconstruction conference with the County to discuss the Progress Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the Architect/Engineer or County with respect to the Project, when directed to do so by County or Architect/Engineer. Contractor shall have its subcontractors and suppliers attend all such meetings (including the preconstruction conference) as may be directed by the County or Architect/Engineer.

EXHIBIT B

PERFORMANCE AND PAYMENT BOND

BOND NO. _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

_____

_____

(Insert name, address, and phone number of contractor), as Principal, and

_____

_____,

(Insert full name, home office address and phone number of surety) as Surety, are held and firmly bound unto the Board of County Commissioners for Escambia County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, as Obligee in the sum of

_____

Dollars ($_____), for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, Principal has entered into a contract dated as of the _____ day of_____, 20____, with Obligee for Contract No._____,_____

_____

_____

(Insert name of project, including legal description, street address of property and general description of improvement) in accordance with drawings and specifications, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and

2. Pays Obligee any and all losses, damages, costs and attorneys' fees that Obligee sustains because of any default by Principal under the Contract; and

3. Performs the guarantee of all work and materials furnished under the Contract applicable to the work and materials, then this bond is void; otherwise it remains in full force; and

4. Principal understands and agrees that this bond shall remain in full force and effect throughout the two (2) year warranty period after substantial completion of the work.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a common law bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penalty sum of this Performance Bond, regardless of the number of suits that may be filed by Obligee.

IN WITNESS WHEREOF, the above parties have executed this instrument this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these premises duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

_____

_____ By:_____

Name:_____

_____ Its:_____

Witnesses as to Principal

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)
Name:_____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

ATTEST:

SURETY:_____
(Printed Name)

_____
_____
_____
(Business Address)

_____
(Authorized Signature)

_____
(Printed Name)

OR

_____
As Attorney In Fact (Attach Power)

_____
_____
_____
(Business Address)

_____
(Printed Name)

_____
(Telephone Number)

_____
Witness

_____
Witness

_____
Witness

_____
Witnesses

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)
Name:_____
(Legibly Printed)
Notary Public, State of _____
Serial No., If Any: _____

(AFFIX OFFICIAL SEAL)

BOND NO. _____

PAYMENT BOND

BY THIS BOND, We, _____
(Insert name, address and phone number of contractor)
_____ (hereinafter called the "Principal")

and _____ (hereinafter called the "Surety"),
(Insert name)
located at _____, a surety insurer
(Insert address and phone number)
chartered and existing under the laws of the State of _____ and authorized to do business

in the State of Florida, are held and firmly bound unto the Board of County Commissioners for Escambia

County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, (hereinafter called

the "County") in the sum of _____ ($_____) for

payment of which we bind ourselves, our heirs, our personal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal and County have reached a mutual agreement relating to Contract No._____

(hereinafter referred to as the "Contract") as of _____ (the bid award date for projects thereto)

for the purpose of _____
(Insert name of project, including legal description, street address of property and general description of improvement.)
_____

_____

_____

said Contract being made a part of this Bond by this reference.

NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:

1. Performs the contract dated _____, _____, between Principal and County for construction of _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays County all loses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the County sustains because of a default by Principal under the contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the County of any extension of time for the performance of the said Contract, or any other forbearance on the part of the County or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.

2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.

3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to Section 255.05, Florida Statutes.

THIS BOND DATED THE _____ DAY OF _____, 20____ (the date of issue by the Surety or by the Surety's agent and the date of such agents power-of-attorney).

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

_____

_____ By:_____

Name:_____

_____ Its:_____

Witnesses as to Principal

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____

(Signature)

Name:_____

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

ATTEST:

SURETY:_____

(Printed Name)

_____

_____

_____ _____

Witness (Business Address)

_____

(Authorized Signature)

_____

Witness _____

(Printed Name)

OR

_____ _____

As Attorney In Fact (Attach Power)

_____

_____ _____

Witnesses _____

(Business Address)

_____

(Printed Name)

_____

(Telephone Number)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires: _____

(Signature)

Name:_____

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

EXHIBIT C
INSURANCE AND SAFETY

INSURANCE - BASIC COVERAGES REQUIRED

The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such on policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the Contract Documents, whether such services, work and operations be by the Contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The Contractor shall require, and shall be responsible for assuring throughout the time the Agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the Contractor. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the Contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The Contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The Contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The Contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations, which arise out of this agreement, contract or lease.

Workers Compensation Coverage
The Contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile And Excess Or Umbrella Liability Coverage

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies of the Insurance Services Office.
Minimum limits of $1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers Compensation Coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required
Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The Contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage
Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

Excess or Umbrella Liability Coverage
Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance
Required insurance shall be documented in Certificates of Insurance. If and when required by the County, Certificates of Insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the Certificate of Insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverages(s) indicated on each Certificate of Insurance.

New Certificates of Insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the Contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information.

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of $1,000.
4. Designate Escambia County as the certificate holder as follows:
   Escambia County
   Attention: Jeffrey Lovingood
   Office of Purchasing
   P.O. Box 1591
   Pensacola, FL 32597-1591
   Fax (850) 595-4805
5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For Commercial General Liability coverage, the Contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

ENDORSEMENTS/ADDITIONAL INSURANCE

If checked below, the County requires the following endorsements or additional types of insurance.

TERMINATION/ADVERSE CHANGE ENDORSEMENT

All of Contractor's policies, except for professional liability and workers compensation insurance, are to be endorsed, and the Contractor's Certificate(s) of Insurance shall state, that the County shall be notified at least 30 days in advance of cancellation, non-renewal or adverse change.

COMMERCIAL GENERAL LIABILITY COVERAGE PROJECT AGGREGATE

Because the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit of $1,000,000.00 is required by the County for this agreement or contract.

OWNERS PROTECTIVE LIABILITY COVERAGE

For renovation or construction contracts the Contractor shall provide for the County an owners protective liability insurance policy (preferably through the Contractor's insurer) in the name of the County. This is redundant coverage if the County is named as an additional insured in the

Contractor's Commercial General Liability insurance policy. However, this separate policy may be the only source of coverage if the Contractor's liability coverage limit is used up by other claims.

BUILDERS RISK COVERAGE

Builders Risk insurance is to be purchased to cover subject property for all risks of loss, subject to a waiver of coinsurance, and covering off-site storage, transit and installation risks as indicated in the Installation Floater and Motor Truck Cargo insurance described hereafter, if such coverages are not separately provided.

The Builders Risk insurance is to be endorsed to cover the interests of all parties, including the County and all contractors and subcontractors. The insurance is to be endorsed to grant permission to occupy.

FIDELITY/DISHONESTY/LIABILITY COVERAGE - FOR COUNTY

Fidelity/Dishonesty/Liability insurance is to be purchased or extended to cover dishonest acts of the Contractor's employees resulting in loss to the County.

MINIMUM PROJECT SAFETY REQUIREMENTS

The following safety requirements represent the minimum condition, which shall be met by all Contractors and subcontractors performing work for Escambia County: Reported or observed violations of Federal and State laws and regulations, or County ordinances shall be brought to the attention of the County project manager and County's Department of Safety and Risk Services and shall be immediately corrected by the Contractor. Additionally, the County may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that any such stoppage will not shift responsibility for any damages from the Contractor to the County. Failure to comply with required safety procedures shall result in the suspension of the Work of the Contractor until such time as his operations are brought into compliance. Items which are not corrected or that are disputed by the Contractor may be referred by the County's Department of Safety and Risk Services for inspection or interpretation. The Contractor shall take reasonable precautions for work place safety and shall provide reasonable protection to prevent damage, injury, or loss to employees on the work site and to other persons who may be affected by the Work.

(1) Prior to the commencement of the project, the Contractor and all subcontractors shall provide to the County a written copy of their respective safety and health plans for review as part of the pre-submittal bid package.

(2) The Contractor shall establish and maintain an access control system at the work site, including a daily sign-in log, for all visitors, including County and regulatory personnel. Prior to commencement of construction, the project manager may designate specific individuals for routine access so that their duties are not impeded. All visitors that are not pre-approved for admittance shall be escorted through the project by either a Contractor representative or by the project manager or designee.

(3) The Contractor shall provide all necessary safety equipment for County staff, employees, and visitors to enter the work site. This equipment may include hard hats, hearing protection, safety glasses, or any other safety items deemed necessary by the Contractor

or required by State or Federal safety regulations.

(4) Construction vehicles on the work site shall always be operated in a safe manner. The Contractor shall take appropriate action to ensure the safety of County staff, visitors, and the general public while operating work vehicles at a "controlled" construction site. Where conditions warrant, or at the request of the County, temporary barriers shall also be established for these traffic areas.

(5) The Contractor shall prominently mark the work site and ensure its security. Site security shall include appropriate fencing, barricades, warning tape, covered walkways and warning signs. In no instance shall a work site be accessible, without obvious warning, to County staff, visitors, or the general public. At a minimum, the project site shall be posted with the appropriate trespass warning signs as specified in Section 810.09(2)(d), Florida Statutes: THIS AREA IS A DESIGNATED CONSTRUCTION SITE; ANYONE TRESPASSING ON THIS PROPERTY SHALL, UPON CONVICTION, BE GUILTY OF A FELONY; "A DANGER, CONSTRUCTION SITE. AUTHORIZED PERSONNEL ONLY," and other general safety warning signs, i.e., "HARD HAT AREA," as are deemed necessary by the Contractor and project manager.

(6) In the event barricading of a work site is not feasible, alternative measures may be used upon prior approval by the County safety Office. Alternative measures may include, but are not limited to, working during "off 'hours such as nights, weekends, or holidays, or the providing of temporary accommodations for building occupants (to be prearranged, if necessary, at the discretion of the County).

(7) The Contractor shall ensure compliance with all fire safety codes at the work site, especially as to egress, during the construction phase of an occupied facility. In no instance, (except where impractical and with the prior approval of the County's Department of Safety and Risk Services and the appropriate life safety code inspector), shall the life safety code components of an occupied facility be reduced or otherwise compromised.

A set of these construction plans, with a signature of approval by the appropriate life safety code inspector, shall be kept at each construction site and available for routine inspection. The Contractor shall communicate with each subcontractor and County's Department of Safety and Risk Services as to scheduling of events that may pose hazards or inconveniences to building occupants. The Contractor shall also ensure that appropriate scheduling information is also conveyed to the project manager.

- When a project alters a building's fire protection compartment features, such as fire barriers, smoke barriers, or corridor walls, exits must provide free and unobstructed egress. Employees shall receive notice if any alternative exits have been designated. Buildings or areas under construction must maintain escape egress for construction workers at all times. These means of egress shall be inspected daily by the Contractor.

- When a project affects fire alarms, fire detection, or fire suppression systems, of a building that is occupied, the Contractor must ensure that such systems are not functionally impaired. Any temporary systems, which are installed, must be inspected and tested monthly by the Contractor. Employees must be notified when

such temporary systems are in place.

- When any sources of ignition are present, such as welding torches, smoking by all persons shall be prohibited on any construction site and in any County facility.

(8) Noise, dust, and the use of chemical products may create inside health hazards at the work site to building occupants requiring that the Contractor to adhere to the following guidelines at a minimum:

(a) The Contractor shall initiate construction and engineering safety controls to minimize exposure of dusts, noise, and chemical odors to building occupants. These controls may involve the construction or use of temporary walls, plastic barriers, mechanical ventilation, elimination of make-up air returns from work areas, pressurizing occupied areas, or a combination of several methods. The Contractor shall coordinate all such engineering efforts with the project manager, and these control measures shall require prior approval by the County's Department of Safety and Risk Services. In cases where these efforts may not be feasible, alternative work schedules on evenings and weekends may be instituted as a part of this process.

(b) Material Safety Data Sheets (MSDS) shall be provided to the County's Department of Safety and Risk Services for all hazardous substances used on the project or brought on the job site. These products include, but are not limited to, paints, solvents, roofing compounds, and cleaning compounds.

(c) Appropriate precautions shall be taken to prevent occupant exposure to hazardous respirable dusts, contaminants, and fumes from welding, cutting, or drilling of concrete and masonry, or the operation of internal combustion engines. The Contractor shall also determine whether respirable crystalline silica, which is a potential carcinogen contained in many building products, is present at the work site. Control of dusts from these types of products and operations shall be an essential safety requirement for the Contractor.

(d) The Contractor should be aware of other buildings adjacent to his work areas and shall be prepared to take necessary actions to prevent the spread of dusts and fumes to those facilities.

(9) The Contractor shall ensure that all emergency notifications, including those for fires and medical needs, shall be promptly made by dialing County 911 dispatchers. The Caller should state the exact location of the work site emergency, the nature of the emergency, and specifically indicate if medical or fire services are needed.

(10) The Contractor agrees and understands that all County construction/renovation sites shall be subject to periodic inspection by life safety code inspectors, Florida Department of Labor and Employment Security, Division of Safety, Occupational Safety and Health Administration, Florida Department of Environmental Protection, Environmental Protection Agency, and other Federal, State, or County regulatory agencies.

(11) The Contractor shall provide adequate refuse containers for the disposal of construction debris. Refuse shall not be allowed to accumulate on the project site grounds, and the

Contractor shall ensure that these containers are subsequently emptied on a regular basis.

(12) Water runoff and soil erosion from the project site shall be controlled by the Contractor pursuant to the regulations of the Florida Department of Environmental Protection.

(13) Water-based paint and stain products shall be used by the Contractor in the place of solvent-based products where the application so permits. Use of organic solvent-based products shall be used only where absolutely necessary and with the prior approval of the project manager. Lead-containing paints shall not be normally used or specified for any application. If the use of lead-containing paint is essential for a specific application, prior written approval from the County's Department of Safety and Risk Services shall be obtained before their use.

(14) The use of any products containing toxic metals, especially those regulated by Resource Conservation and Recovery Act (RCRA), (i.e. lead, chromium, barium, silver, arsenic, cadmium, mercury, selenium), on the work site shall be avoided. Prior written approval for use of these metals shall be obtained by the Contractor from the County's Department of Safety and Risk Services.

(15) The use of any radioactive materials by the Contractor on project sites shall require pre-approval. Copies of appropriate certifications, licenses, testing, and inspection records shall be provided by the Contractor to the project manager and County's Department of Safety and Risk Services for review.

(16) The County contracts out the identification and abatement of asbestos containing building materials. Asbestos abatement can only be performed by state licensed asbestos abatement contractors. General contractors, therefore, shall not be authorized to remove or disturb any asbestos containing materials. Although efforts are made to identify or remove such asbestos containing materials prior to renovations, the possibility exists that asbestos materials may be encountered at a work site. If so, Contractors who encounter such materials shall immediately stop work and notify the project manager ~~or~~ and the County's Department of Safety and Risk Services.

(17) The above-cited guidelines represent minimum expectations and actions, which shall be taken by Contractors while under contract for County construction and renovation projects. These guidelines are not all inclusive and will be revised as necessary. In the event these guidelines conflict with other contract documents, the most stringent application shall apply. Any questions or disputes should be brought to the immediate attention of the project manager and County's Department of Safety and Risk Services.

EXHIBIT D
RELEASE AND AFFIDAVIT

COUNTY OF ESCAMBIA)
)
STATE OF FLORIDA)

Before me, the undersigned authority, personally appeared _____, who after being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of $_____ paid, _____ ("Contractor") releases and waives for itself and its subcontractors, materialmen, successors and assigns, all claims demands, costs and expenses, whether in contract or in tort, against the Board of County Commissioners of Escambia County, Florida, ("County") relating in any way to the performance of the Agreement between Contractor and County dated _____, 20____, for the period from _____ to _____.

(2) Contractor certifies for itself and its subcontractors, materialmen, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which County might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

(3) Contractor agrees to indemnify, defend and save harmless County from all demands or suits, actions, claims of liens or other charges filed or asserted against the County arising out of the performance by Contractor of the Work covered by this Release and Affidavit.

(4) This Release and Affidavit is given in connection with Contractor's (monthly/final) Application for Payment No. _____.

CONTRACTOR:

_____

By:_____
Its:_____ President

_____
Witness

Date:_____

_____
Witness

[Corporate Seal]

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)

Name:_____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any:_____

EXHIBIT E

FORM OF CONTRACT APPLICATION FOR PAYMENT

- AIA DOCUMENT #G702, 1992 EDITION
- AIA DOCUMENT #G703, 1992 EDITION

EXHIBIT F
CONSTRUCTION CHANGE ORDER

Change Order Number _____ Contract Number PD _____
Date: _____ Dated _____ _____

To: _____
_____
_____
_____

Project Name: _____
You hereby are authorized and directed to make the following changes in accordance with terms and conditions of the Agreement:
Describe changes here;

	Dollars	Time in Calendar Days
Original Contract Amount	**$**_____	_____
Sum of Previous Changes	**$**_____	_____
This Change Order	**$**_____	_____

Adjusted Agreement Amount	**$**_____	_____

The contract substantial completion date will be **increased/decreased** by ___ calendar days due to this Change Order. The new contract substantial completion date is _____. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement indicated above, as fully as if the same were repeated in this acceptance.

The adjustment, if any, to this Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay cost.

The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a $25,000.00 or greater value Change Order.
☐ Check if applicable and provide written confirmation from the bonding company/agent (attorney-in-

fact) that the amount of the Performance and Payment bonds have been adjusted to 100% of the new contract amount.

Accepted: _____, 20___

By: _____

Contractor

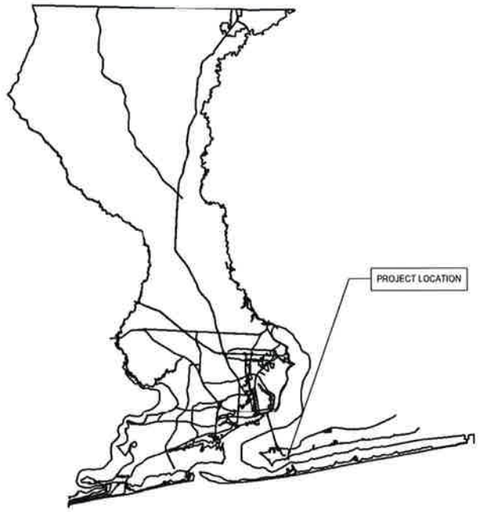
By: _____

Architect

By: _____

Owner

PENSACOLA BEACH SIGN FRAME REPLACEMENT
ESCAMBIA COUNTY, FLORIDA
MOTT MACDONALD PROJECT NO.371827



PREPARED FOR

ESCAMBIA COUNTY COMMISSIONERS

JEFF BERGOSH - DISTRICT 1
CHAIRMAN
DOUG UNDERHILL - DISTRICT 2
LUMON MAY - DISTRICT 3
VICE CHAIRMAN
GROVER C. ROBINSON - DISTRICT 4
STEVEN BARRY - DISTRICT 5

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S-3	CONSTRUCTION SEQUENCE & SITE MAP
S-4	FRAMING ELEVATIONS, COLUMN LAYOUT, AND BASE PLATE DETAIL
S-5	CONNECTION DETAILS

MOTT MACDONALD FLORIDA LLC
220 West Garden Street,
Suite 700,
Pensacola, Florida, 32502
Telephone (850) 434-5521
Architects AA: C000035
Engineers EB: 0000782
Surveyors LB: 0000782
MOTT MACDONALD

PENSACOLA BEACH SIGN FRAME REPLACEMENT
GULF BREEZE, FLORIDA

ISSUED FOR BID

0	04/2018		

DATE: APRIL 2018
DESIGNED BY: MJT
DRAWN BY: RC
CHECKED BY: CEL
PROJECT ENGINEER: MJT
PROJECT MANAGER: CEL
Mott MacDonald PROJECT NUMBER: 371827

ISSUED FOR BID
NOT FOR CONSTRUCTION

CHAD E. LYNER
66277 FLORIDA - CERTIFICATION NUMBER
DATE
VALID ONLY WITH EMBOSSED SEAL

SHEET TITLE:
LOCATION AND INDEX

SHEET NUMBER:
S-1

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GENERAL

1. TO THE BEST OF OUR KNOWLEDGE, THE STRUCTURAL PLANS AND SPECIFICATIONS COMPLY WITH THE APPLICABLE REQUIREMENTS OF THE 6TH EDITION FLORIDA BUILDING CODE (2017).
2. THE STRUCTURAL DOCUMENTS ARE TO BE USED IN CONJUNCTION WITH THE ELECTRICAL DOCUMENTS.
3. COMPLY WITH REQUIREMENTS OF THE FLORIDA BUILDING CODE, OSHA, AND ALL OTHER APPLICABLE FEDERAL, STATE AND LOCAL CODES, STANDARDS, REGULATIONS AND LAWS.
4. ALL REFERENCED STANDARDS REFER TO THE EDITION IN FORCE AT THE TIME THESE PLANS AND SPECIFICATIONS ARE ISSUED FOR BIDDING.
5. REVIEW ALL CONTRACT DOCUMENTS, DIMENSIONS AND SITE CONDITIONS AND COORDINATE WITH FIELD DIMENSIONS AND PROJECT SHOP DRAWINGS PRIOR TO CONSTRUCTION. REPORT ANY DISCREPANCIES IN WRITING TO ENGINEER. DO NOT CHANGE SIZE OR DIMENSIONS OF STRUCTURAL MEMBERS WITHOUT WRITTEN INSTRUCTIONS FROM THE STRUCTURAL ENGINEER OF RECORD.
6. ANY DISCREPANCIES, OMISSIONS OR VARIATIONS NOTED ON THE DRAWINGS DISCOVERED DURING THE BIDDING PERIOD SHALL BE IMMEDIATELY COMMUNICATED IN WRITING TO THE ARCHITECT / ENGINEER.
7. PROTECT EXISTING FACILITIES, STRUCTURES AND UTILITY LINES FROM ALL DAMAGE. EACH CONTRACTOR SHALL PROTECT HIS WORK, ADJACENT PROPERTY AND THE PUBLIC. EACH CONTRACTOR IS SOLELY RESPONSIBLE FOR DAMAGE OR INJURY DUE TO HIS ACT OR NEGLECT.
8. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR JOB SAFETY AND CONSTRUCTION PROCEDURES.
9. DO NOT SCALE DRAWINGS; USE DIMENSIONS.
10. DETAILS LABELED "TYPICAL DETAILS" OR "TYP" ON THE DRAWINGS APPLY TO ALL SITUATIONS THAT ARE THE SAME OR SIMILAR TO THOSE SPECIFICALLY DETAILED. SUCH DETAILS APPLY WHETHER OR NOT THEY ARE KEYED IN AT EACH LOCATION. QUESTIONS REGARDING APPLICABILITY OF TYPICAL DETAILS SHALL BE RESOLVED BY THE ENGINEER.
11. BUILDING DESIGN LOADS AND CRITERIA:

A. DEAD LOADS

- TOP SIGNS	400 LBS EA x(2 SIGNS=800 LB)
- MIDDLE SIGN	1500 LBS
- BOTTOM SIGN	400 LBS

B. WIND CRITERIA (FBC), REFER TO GENERAL NOTE 12. BELOW

-BASIC WIND SPEED	140 MPH
-EXPOSURE	C
-RISK CATEGORY	I
-ENCLOSURE CLASSIFICATION	SIGN

C. SEISMIC CRITERIA

- IMPORTANCE FACTOR:	1.00
- SPECTRAL RESPONSE ACCELERATIONS (Ss, S1):	0.086, 0.052
- SITE CLASS:	D
- SPECTRAL RESPONSE COEFFICIENTS (Sds, Sd1):	0.092, 0.084
- SEISMIC DESIGN CATEGORY:	B
- RESPONSE MODIFICATION FACTOR (R):	3.0
- SEISMIC FORCE - RESISTING SYSTEM:	SIGNS AND BILLBOARDS
- SEISMIC RESPONSE COEFFICIENT (CS):	0.3
- ANALYSIS PROCEDURE:	EQUIVALENT LATERAL FORCE

12. ALL WIND FORCES SHALL BE DETERMINED ACCORDING TO THE PROVISIONS OF THE FBC USING THE MINIMUM WIND CRITERIA STATED IN NOTE 11, ABOVE. INCLUDE ALL APPROPRIATE SHAPE, HEIGHT, AND GUST FACTORS FOR THE MAIN WIND FORCE RESISTING SYSTEM AND COMPONENTS AND CLADDING. TO CALCULATE THE MAXIMUM NET UPLIFT, USE 60% OF THE SUPERIMPOSED DEAD LOADS.
13. CONTRACTOR SHALL PROVIDE ALL CODE REQUIRED PRODUCT APPROVAL NUMBERS TO THE GOVERNING BUILDING AGENCY. REFER TO WIND UPLIFT DIAGRAM & WIND LOADING CRITERIA FOR REQUIRED WIND LOADS. SIGNED & SEALED CALCULATIONS SHALL BE SUBMITTED FOR ALL PRODUCTS AS REQUIRED BY THE PRODUCT APPROVAL DOCUMENTATION.
14. "REF" IS THE ABBREVIATION FOR REFERENCE. WHEN PLACED NEXT TO A DIMENSION OR ELEVATION IT INDICATES THAT THE DIMENSION OR ELEVATION HAS BEEN DETERMINED FROM OTHER SOURCES SUCH AS EXISTING DRAWINGS. THE CORRECTNESS OF REFERENCE DATA IS NOT VERIFIED. THE CONTRACTOR SHALL VERIFY THE CORRECTNESS OF ALL REFERENCED DATA INDEPENDENTLY.

SHALLOW FOUNDATIONS

1. DO NOT EXCAVATE FOR ANY PURPOSE WITHIN ONE FOOT OF THE ANGLE OF REPOSE OF ANY SOIL BEARING FOOTING OR FOUNDATION UNLESS SUCH FOOTING OR FOUNDATION IS FIRST PROPERLY PROTECTED AGAINST SETTLEMENT.
2. CENTER FOOTINGS UNDER THE SUPPORTED COLUMNS OR WALLS UNLESS OTHERWISE NOTED ON PLANS.
3. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR ALL EXCAVATION PROCEDURES INCLUDING LAGGING, SHORING, AND PROTECTION OF ADJACENT PROPERTY, STRUCTURES, STREETS AND UTILITIES IN ACCORDANCE WITH THE REQUIREMENTS OF THE LOCAL BUILDING DEPARTMENT.
4. THE CONTRACTOR IS RESPONSIBLE FOR THE DISPOSAL OF ACCUMULATED WATER FROM EXCAVATION AND DEWATERING OPERATIONS IN SUCH A WAY AS NOT TO CAUSE INCONVENIENCE TO THE WORK AND DAMAGE TO THE STRUCTURAL ELEMENTS. THE CONTRACTOR SHALL FIELD VERIFY GROUND WATER DEPTHS PRIOR TO CONSTRUCTION.

PROTECTION OF PROPERTY

1. DURING CLEANING AND PAINTING PROCEDURES, THE CONTRACTOR SHALL TAKE NECESSARY PRECAUTIONS TO FULLY PROTECT THE ENVIRONMENT, THE WORKERS, TRAFFIC, PEDESTRIANS, PARKED VEHICLES, ADJACENT PROPERTY, AND OTHER PORTIONS OF THE STRUCTURES FROM DAMAGE CAUSED BY CLEANING DEBRIS, BLAST CLEANING MATERIALS, PRESSURE WASHING, DIRT, DUST, EQUIPMENTS OILS, SOLVENTS, ACIDS, BURNING MATTER AND PAINT DRIFTS, DROPS, OR SPRAY AND SPATTER.
2. THE CONTRACTOR SHALL TAKE DUE PRECAUTION AGAINST DAMAGING OR DISFIGURING ANY PORTION OF THE LANDSCAPE, STRUCTURE, AND SURROUNDING ROADWAYS/ UTILITIES WITH: SPATTER, SPRAY FOG, SPLASHES, SMUDGES OF PAINT, OR ASSOCIATED PAINTING MATERIALS INCLUDING THE FUEL AND LUBRICANTS USED WITH HIS EQUIPMENT.
3. TARPS, POLYETHYLENE OR OTHER COVERING MATERIALS SHALL BE USED TO PROTECT LANDSCAPING, VEHICLES, PEDESTRIANS, AND OTHER PORTIONS OF THE STRUCTURE ADJACENT TO AND BELOW AREAS BEING CLEANED, PAINTED AND SUBJECT TO OTHER DAMAGE.
4. ANY INADVERTENT DAMAGE OR DISFIGUREMENT WHICH MAY OCCUR BY REASONS OF THE CONTRACTORS OPERATIONS SHALL IMMEDIATELY BE REPAIRED TO THE SATISFACTION OF THE CONSULTANT AND OWNER AT THE CONTRACTOR'S EXPENSE.

COATINGS

1. ANCILLARY SIGN COMPONENTS WELDED TO THE NEW SIGN STRUCTURE AND NEW SIGN STRUCTURE FRAMING SHALL BE PREPARED, COATED, AND PAINTED PER THE FOLLOWING REQUIREMENTS:
   A. SURFACE PREPARATION: REMOVE ALL CHALK, DUST, DIRT, SOLUBLE SALT CONTAMINANTS, AND ALL OTHER FOREIGN MATTER ENSURING NOT TO DAMAGE THE STRUCTURE OR SIGNS. ALL SURFACE SHALL BE CLEAN TO SSPC - SP10 NEAR WITHE BLAST CLEANING.
   B. SHOP PRIMER: SHOP PRIME ALL BARE METAL UTILIZING 91 H20 HYDRO - ZINC(NSF APPROVED ZINC URETHANE & PRIMER) APPLIED AT A RATE TO ACHIEVE 2.5 - 3.5 MILS DFT.
   C. SPOT PRIMER: SPOT PRIMED AREAS SHALL RECEIVE A SPOT PRIME OF 91 H20 HYDRO - ZINC(NSF APPROVED ZINC URETHANE & PRIMER) APPLIED AT A RATE TO ACHIEVE 3.0 - 5.0 MILS DFT.
   D. INTERMEDIATE COATING: 20 HS POTA POX APPLIED A RATE TO ACHIEVE 3.0 - 5.0 MILS DFT.
   E. 2ND INTERMEDIATE COATING: TNEMEC SERIES 73 ENDURA-SHIELD APPLIED AT A RATE TO ACHIEVE 3.0 - 5.0 MILS DFT.
   F. FINISH COATING: TNEMEC SERIES 1071 FLUORONAR APPLIED AT A RATE TO ACHIEVE 2.0 - 3.0 MILS DFT.
   G. AFTER BOLTS ARE INSTALLED AND TIGHTENED APPLY SPOT PRIMER COATING, INTERMEDIATE COATING, 2ND INTERMEDIATE COATING, AND FINAL COATING AS DESCRIBED ABOVE.
   H. ENSURE ALL SURFACES OF BOLTED CONNECTIONS ARE COATED.

ANCHORS

1. SUBSTITUTION OF ANCHORS SPECIFIED BELOW FOR CAST-IN-PLACE EMBEDDED ANCHORS SHALL BE PROHIBITED WITHOUT PRIOR WRITTEN APPROVAL FROM THE ENGINEER OF RECORD.
2. ALLOWABLE WORKING LOADS SHALL NOT EXCEED MANUFACTURER'S RECOMMENDATIONS, BUT NOT MORE THAN ACCEPTED BY APPROVING AGENCY. NO INCREASE FOR WIND OR SEISMIC LOADS IS PERMITTED.
3. PROVIDE A MINIMUM OF TWO FASTENERS PER CONNECTION.
4. INSTALL AND MAINTAIN A MINIMUM EMBEDMENT IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS, OR AS SPECIFIED ON DRAWING, WHICHEVER IS GREATER, BUT WITH AN EMBEDMENT OF NOT LESS THAN 6 BOLT-DIAMETERS.
5. UNLESS NOTED, ANCHOR SPACING AND ANCHOR EDGE DISTANCE SHALL BE ACCORDING TO THE MANUFACTURER'S MOST CURRENT PUBLICATION IN ORDER TO DEVELOP MAXIMUM WORKING LOADS.
6. DO NOT EXCEED MANUFACTURER'S MAXIMUM RECOMMENDED TIGHTENING TORQUE.
7. ALL ANCHORS SHALL BE INSTALLED AS PER MANUFACTURER'S RECOMMENDATIONS AND UNDER MANUFACTURER CERTIFIED SUPERVISION IN ORDER TO DEVELOP THE MOST CURRENT PUBLISHED WORKING LOADS.
8. ADHESIVE ANCHORING SYSTEMS:
   A. USE AN EPOXY OR POLYESTER RESIN ADHESIVE SUCH AS HILTI RE 500, SIMPSON SET OR ACCEPTED ALTERNATE.
   B. DIAMETER OF HOLE SHALL BE AS RECOMMENDED BY MANUFACTURER FOR THE PARTICULAR PRODUCT SPECIFIED IN THE DRAWINGS.
   C. ALL EPOXIED ANCHORING SHALL BE OBSERVED BY A MANUFACTURER'S AUTHORIZED REPRESENTATIVE OR SHALL BE TESTED AFTER INSTALLATION AT CONTRACTOR'S EXPENSE. A MINIMUM OF 10% OF EACH DAY'S APPLICATIONS AND NO LESS THAN 2 SHALL BE TESTED BY APPLYING A TENSION LOAD OF 3000 POUNDS TO THE EMBEDDED ANCHOR. IF A TEST APPLICATION FAILS, ALL APPLICATIONS FOR THAT DAY SHALL BE TESTED. TESTING PROCEDURES AND RESULTS SHALL BE SUBMITTED TO APPROVED BY ENGINEER.
9. POWDER ACTUATED FASTENERS: USE POWDER ACTUATED FASTENING SYSTEMS SUCH AS HILTI, RED HEAD, RAMSET, OR AN ACCEPTED ALTERNATE HAVING ICBO, OR SBCCI APPROVAL. INSTALL IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS,BUT NOT LESS THAN 1 1/8" INCHES IN CONCRETE, UNLESS OTHERWISE NOTED.

STRUCTURAL STEEL

1. ALL STEEL WORK (INCLUDING FABRICATION AND ERECTION) SHALL CONFORM TO THE AISC "MANUAL OF STEEL CONSTRUCTION, 15TH EDITION AND PROJECT SPECIFICATIONS, USE THE FOLLOWING:
   A. STRUCTURAL STEEL WIDE FLANGE AND WT SECTIONS: ASTM A992 Fy=50KSI
   B. CHANNELS, ANGLES, PLATES, AND MISCELLANEOUS STEEL: ASTM A36, Fy=36KSI
   C. COLD-FORMED STEEL TUBING: ASTM A500 GRADE B, Fy=46KSI
   D. STEEL PIPE: ASTM A53, TYPE E OR S GRADE B, Fy=35KSI
2. THE CONNECTIONS FOR ANY PORTION OF THE STRUCTURE NOT INDICATED ON THE DRAWINGS SHALL BE DESIGNED AND DETAILED BY THE FABRICATOR'S SPECIALTY ENGINEER. THESE CONNECTIONS SHALL BE DESIGNED FOR THE FORCES INDICATED ON THE STRUCTURAL DRAWINGS. WHERE FORCES ARE NOT SHOWN ON THE DRAWINGS, EACH END CONNECTION SHALL BE DESIGNED FOR ONE-HALF THE TOTAL LOAD SHOWN IN THE APPROPRIATE AISC "ALLOWABLE LOADS ON BEAMS" TABLES.
3. USE STRUCTURAL STEEL THAT IS FULLY WELDABLE WITHIN GRADES AND FROM ANY GRADE TO ANY OTHER GRADE. WELD ALL SHOP CONNECTIONS, UNLESS OTHERWISE NOTED.
4. ALL SHOP AND FIELD WELDING SHALL CONFORM TO THE STRUCTURAL WELDING CODE AWS D1.1, LATEST EDITION, PUBLISHED BY THE AMERICAN WELDING SOCIETY (AWS). USE ELECTRODES CONFORMING TO AWS D1.1, E70 SERIES, UNLESS OTHERWISE NOTED. SHOW ALL SHOP WELDS ON THE FABRICATION DRAWINGS AND ALL FIELD WELDS ON THE ERECTION DRAWINGS.
5. ALL SHOP AND FIELD WELDERS, WELDING OPERATORS, AND TACKERS SHALL BE CERTIFIED ACCORDING TO AWS PROCEDURE FOR THE WELDING PROCESS AND WELDING POSITION USED. ALL RECORDS OF SUCH CERTIFICATION SHALL BE FILED AT THE JOB SITE AND MADE AVAILABLE TO THE ENGINEER UPON REQUEST.
6. ALL JOINT WELDING PROCEDURES TO BE USED SHALL BE PREPARED BY THE FABRICATOR OR CONTRACTOR AS WRITTEN PROCEDURE SPECIFICATIONS. ALL RECORDS SHALL BE FILED AT THE JOB SITE & MADE AVAILABLE TO THE ENGINEER UPON REQUEST. ALL JOINT WELDING PROCEDURES SHALL BE QUALIFIED PRIOR TO USE ACCORDING TO AWS PROCEDURES.
7. ANCHOR BOLTS:
   A. THREADED RODS SHALL BE SHALL BE F1554 GRADE 36 HOT DIPPED GALVANIZED STEEL WITH HEAVY HEX NUTS AND HARDENED STEEL WASHERS.
   B. ANY ANCHOR BOLTS / THREADED RODS NOT LISTED ABOVE SHALL BE STAINLESS STEEL GRADE 316 MATERIAL WITH HEAVY HEX NUTS AND HARDENED STEEL WASHERS.
   C. HARDENED STEEL WASHERS SHALL BE REGULAR SERIES, TYPE B, PLAIN, HARDENED WASHERS COMPLYING WITH ANSI B18.22.1 USING A325 CARBON STEEL AND 316 STAINLESS STEEL PLATE WITHOUT ANY BREAK OR GAP.
   D. ANCHOR BOLTS SHALL BE THREADED FOR FULL PROJECTION ABOVE ROUGH CONCRETE UNLESS OTHERWISE NOTED.
   E. TIGHTEN ANCHOR BOLTS AS FOLLOWS: BRING ALL ANCHOR BOLTS TO A SNUG TIGHT CONDITION OBTAINED BY A FEW IMPACTS OF AN IMPACT WRENCH OR THE FULL EFFORT OF A PERSON USING AN ORDINARY SPUD WRENCH.
   F. BASE PLATES SHALL BE GROUTED IMMEDIATELY AFTER FINAL ANCHOR BOLT TIGHTENING.
8. GROUT UNDER BASE PLATES SHALL BE HIGH STRENGTH, NON-SHRINK AND NON-METALLIC AS MANUFACTURED BY FIVE STAR, MASTER BUILDERS, SIKA OR APPROVED EQUIVALENT. MIN 5000 PSI.
9. CUT, DRILL, OR PUNCH HOLES PERPENDICULAR TO METAL SURFACES. DO NOT FLAME CUT HOLES OR ENLARGE HOLES BY BURNING.
10. SPLICING OF STRUCTURAL STEEL MEMBERS IN THE FIELD OR IN THE SHOP IS PROHIBITED EXCEPT WHERE INCLUDED ON THE DRAWINGS.
11. DO NOT PAINT STEEL SURFACES IN CONTACT WITH CONCRETE. DO NOT APPLY FINISH COAT AND LIMIT PRIME COAT TO 2 MILS AT FAYING SURFACES OF SLIP CRITICAL BOLTED CONNECTIONS, SURFACES TO BE WELDED AND TOP SURFACES OF BEAMS AND TRUSSES TO RECEIVE STEEL STUDS AND/OR SUPPORTING METAL FLOOR AND ROOF DECKING. USE PRIMER WHICH HAS A MIN. CLASS A SLIP COEFFICIENT (0.33).
12. SUBMIT STRUCTURAL STEEL SHOP DRAWINGS TO ENGINEER FOR REVIEW BEFORE FABRICATION. ALL STRUCTURAL STEEL SHOP DRAWINGS, REQUIRING INPUT FROM A SPECIALTY ENGINEER, SHALL BE SIGNED AND SEALED PRIOR TO SUBMITTAL. DO NOT REPRODUCE THE STRUCTURAL DRAWINGS FOR USE AS SHOP DRAWINGS.
13. PROVIDE TEMPORARY BRACING AS NECESSARY TO INSURE A STABLE STRUCTURE DURING CONSTRUCTION.
14. NO CUTTING OF SECTIONS, FLANGES, WEBS, OR ANGLES SHALL BE ALLOWED WITHOUT WRITTEN APPROVAL FROM THE ENGINEER OF RECORD.
15. FABRICATE AND ERECT STRUCTURAL STEEL IN ACCORDANCE WITH AISC SPECIFICATIONS AND "CODE OF STANDARD PRACTICE".
16. IMMEDIATELY AFTER ERECTION ALL FRAMING MEMBERS AND WELDS SHALL BE TOUCHED UP WITH A PAINT COMPATIBLE WITH THE SHOP PAINT OR COATING.

PROVIDE PRICING FOR A NEW SIGN ALTERNATIVE OPTION

1. THE NEW SIGN SHALL MEET THE FOLLOWING REQUIREMENTS:
   A. THE APPEARANCE AND FUNCTIONALITY SHALL MATCH THAT OF THE EXISTING SIGN.
   B. MATERIALS SHALL BE CORROSION RESISTANT.
   C. LIGHTS SHALL USE MODERN, EFFICIENT LUMINAIRES (LED) THAT PRODUCE THE SAME VISUAL APPEARANCE AS THE EXISTING SIGN.
   D. CONTROLLER SHALL BE EFFICIENT AND REQUIRE MINIMAL MAINTENANCE.
   E. PRICE SHALL REFLECT THE FURNISHED AND INSTALLED COST OF A NEW SIGN.

MISCELLANEOUS STEEL

1. EDGE ANGLES, CLIP ANGLES, PLATES, BARS, AND OTHER MISCELLANEOUS ROLLED SHAPES SHALL BE ASTM A-36 STRUCTURAL STEEL, UNLESS OTHERWISE NOTED.
2. THE PROVISIONS OF THE ABOVE STRUCTURAL STEEL SECTION SHALL ALSO APPLY TO MISCELLANEOUS STEEL.

TEMPORARY BRACING

1. THE CONTRACTOR SHALL PROVIDE TEMPORARY BRACING AS REQUIRED DURING CONSTRUCTION.
2. THE CONTRACTOR SHALL RETAIN AT THE CONTRACTOR'S EXPENSE A REGISTERED STRUCTURAL ENGINEER LICENSED IN THE STATE OF THE PROJECT TO DESIGN AND INSPECT ALL TEMPORARY SHORING AND BRACING, SIGNED, SEALED AND DATED DESIGN CALCULATIONS SHALL BE SUBMITTED FOR REVIEW WHEN REQUESTED.

REFERENCE DATUM AND FLOOD DATA

1. ELEVATIONS INDICATED ON PLANS AND DETAILS ARE BASED OFF TOP OF EXISTING PIER ELEVATION= 0'-0".
2. PROJECT IS LOCATED IN FLOOD ZONE X.

STANDARD STRUCTURAL ABBREVIATIONS

AB	ANCHOR BOLT	PC	PRECAST
ADD	ADDITIVE	PREFAB	PREFABRICATED
ADD'L	ADDITIONAL	PROJ	PROJECTION
ALT	ALTERNATE/ALTERNATIVE	REF	REFERENCE
ALUM	ALUMINUM	REINF	REINFORCING
ACI	AMERICAN CONCRETE INSTITUTE	REQ'D	REQUIRED
AISC	AMERICAN INSTITUTE OF STEEL CONSTRUCTION	RW	RETAINING WALL
AISI	AMERICAN IRON AND STEEL INSTITUTE	RD	ROOF DRAIN
ASTM	AMERICAN SOCIETY OF TESTING MATERIALS	REV	REVISION
AWS	AMERICAN WELDING SOCIETY	SCHED	SCHEDULE
ARCH	ARCHITECTURAL	SP, SP'S	SPACE/SPACES
BP	BASE PLATE	SPECS	SPECIFICATIONS
BM	BEAM	SLV	SHORT LEG VERTICAL
BRG	BEARING	SIM	SIMILAR
BLK	BLOCK	STD	STANDARD
B/	BOTTOM OF	STIFF	STIFFENER
BLDG	BUILDING	STRUCT	STRUCTURAL
BTWN	BETWEEN	SYM	SYMMETRICAL
BOT	BOTTOM	THD	THREAD/THREADED
CIP	CAST IN PLACE	THK	THICK
C TO C	CENTER TO CENTER	T/	TOP OF
CLR	CLEAR/CLEARANCE	TD	TURNDOWN SLAB
COL	COLUMN	T&B	TOP AND BOTTOM
CONC	CONCRETE	TS	THICKENED SLAB
CB	CONCRETE BEAM	TYP	TYPICAL
CMU	CONCRETE MASONRY UNIT	UON	UNLESS OTHERWISE NOTED
CONT	CONTINUOUS	VERT	VERTICAL
CONN	CONNECTION	VIF	VERIFY IN FIELD
CJ	CONSTRUCTION JOINT	WWF	WELDED WIRE FABRIC
DET	DETAIL	W	WIDE FLANGE
DIM	DIMENSION	w/	WITH
DWG	DRAWING	w/O	WITHOUT
EA	EACH	WP	WORK POINT
EE	EACH END	@	AT
EF	EACH FACE	C	CHANNEL
ES	EACH SIDE	K	KIP (1,000 LBS)
EW	EACH WAY	Sx	SECTION MODULUS
ELEC	ELECTRICAL	Ix	MOMENT OF INERTIA
ENGR	ENGINEER	±	PLUS OR MINUS
EQ SP	EQUAL SPACED	℄, CL	CENTERLINE
EL:	ELEVATION	DIA	DIAMETER
EJ	EXPANSION JOINT	EL	ELEVATION
EXIST	EXISTING	▭, PL	PLATE
EXP	EXPANSION		
EXT	EXTERIOR		
FD	FLOOR DRAIN		
FDN	FOUNDATION		
FF	FINISH FLOOR		
FIN FL	FINISH FLOOR		
FS	FAR SIDE		
FTG	FOOTING		
GA	GAGE/GAUGE		
GALV	GALVANIZE		
GL	GRID LINE		
HORIZ	HORIZONTAL		
HP	HIGH POINT		
HT	HEIGHT		
ID	INSIDE DIAMETER		
IF	INSIDE FACE		
JT	JOINT		
JST	JOIST		
KWY	KEYWAY		
LDG	LANDING		
LT	LIGHT		
LT WT	LIGHT WEIGHT		
LLH	LONG LEG HORIZONTAL		
LLV	LONG LEG VERTICAL		
LP	LOW POINT		
MAX	MAXIMUM		
MID	MIDDLE		
MANUF	MANUFACTURER		
MIN	MINIMUM		
MISC	MISCELLANEOUS		
M.O.	MASONRY OPENING		
MATL	MATERIAL		
MECH	MECHANICAL		
MPH	MILES PER HOUR		
MTL	METAL		
NS	NEAR SIDE		
NIC	NOT IN CONTACT		
NTS	NOT TO SCALE		
NO., #	NUMBER		
OC	ON CENTER		
OD	OUTSIDE DIAMETER		
OF	OUTSIDE FACE		
OPNG	OPENING		
PLY	PLYWOOD		

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Engineers EB - 0000255
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PENSACOLA BEACH SIGN FRAME REPLACEMENT

GULF BREEZE, FLORIDA

ISSUED FOR BID

DATE:	APRIL 2018
DESIGNED BY:	MJT
DRAWN BY:	RC
CHECKED BY:	CEL
PROJECT ENGINEER:	MJT
PROJECT MANAGER:	CEL
Mott MacDonald PROJECT NUMBER	371827

0	04/2018	

ISSUED FOR BID
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CHAD E. LYNER
66277 FLORIDA - CERTIFICATION NUMBER

DATE

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SHEET TITLE:

GENERAL NOTES

SHEET NUMBER:

S-2

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PENSACOLA BEACH SIGN FRAME REPLACEMENT 371827 4/26/2018 2:55:19 PM

CONSTRUCTION SEQUENCE NOTES

1. CONTRACTOR SHALL NOTIFY GULF POWER OF LIFT ADJACENT TO POWER LINES (1) WEEK PRIOR TO NOTIFICATION OF LIFTING OPERATIONS. OVERHEAD POWERLINES < 50 KV.
2. CONTRACTOR SHALL NOTIFY ESCAMBIA AND SANTA ROSA COUNTY (2) WEEKS BEFORE DEMOLITION OF SIGN STRUCTURE AND APPURTENANCES.
3. CONTRACTOR SHALL TAKE DUE PRECAUTION TO PROTECT SIGN AND SIGN COMPONENTS FROM DAMAGE. DAMAGE SHALL BE REPAIRED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE.
4. DE-ENERGIZE POWER SUPPLY TO SIGN, COORDINATE WITH GULF POWER. REFER TO ONE-LINE DIAGRAM AND KEY NOTES.
5. REMOVE NEON FROM TOP SECTION.
6. DETACH AND REMOVE THE SAILFISH FROM THE TOP OF THE SIGN.
7. UNHOOK WIRING TO FLASHERS.
8. REMOVE ALL THE LETTERING AND NEON FROM THE CENTER SECTION.
9. DETACH AND REMOVE TOP HALF OF CENTER SECTION.
10. DETACH AND REMOVE BOTTOM HALF OF CENTER SECTION.
11. REMOVE ARROW NEON FROM BOTTOM SECTION.
12. DETACH AND REMOVE TOP HALF OF BOTTOM SECTION.
13. DETACH AND REMOVE BOTTOM HALF OF BOTTOM SECTION.
14. DISCONNECT AND REMOVE FLASHER.
15. HAUL SIGNS TO A SECURED STORAGE SITE. SIGNS SHALL BE STORED IN A MANNER THAT PROTECTS THEM AND THEIR COMPONENTS FROM DAMAGE OR THEFT.
16. FIELD MEASURE/ CONFIRM DIMENSIONS AND ORIENTATION OF ALL EXISTING SIGN SUPPORT MEMBERS BEFORE MATERIAL PROCUREMENT, FABRICATION & ERECTION. NEW SIGN SUPPORT FRAMING SHALL BE FABRICATED TO MATCH THE EXISTING LAYOUT FOR COMPATIBILITY WITH SIGNS.
17. DEMOLISH EXISTING SIGN STEEL FRAME AND COMPONENTS IN ITS ENTIRETY.
18. CONTRACTOR IS TO BECOME FAMILIAR WITH ALL EXISTING ELEMENTS OF EXISTING SIGN STRUCTURE PRIOR TO COMMENCING DEMOLITION. CONTRACTOR SHALL PREPARE A WRITTEN DEMOLITION PLAN AND SUBMIT TO ENGINEER. PLAN SHALL DETAIL THE METHODOLOGY AND SEQUENCE OF DEMOLITION. ALL WORK SHALL COMPLY WITH APPLICABLE REQUIREMENTS OF THE BUILDING CODE AND HEALTH REGULATIONS. ALL WORK SHALL BE PERFORMED IN SUCH A MANNER AS TO ENSURE JOB SITE AND HUMAN SAFETY.
19. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO STRICTLY CONTAIN THE DEMOLITION WITHIN THE LIMITS OF THE REQUIRED WORK ZONE AND AVOID ANY DAMAGE TO EXISTING STRUCTURES, UTILITIES, AND LANDSCAPING.
20. ANY DAMAGE INCURRED IN EXECUTION OF THIS CONTRACT TO ANY PART OF THE PROPERTY AND/OR STRUCTURE NOT SPECIFICALLY DESIGNATED FOR DEMOLITION SHALL BE REPAIRED AT NO ADDITIONAL COST TO THE OWNER.
21. THE CONTRACTOR SHALL USE METHODS/PROCEDURES DEEMED APPROPRIATE TO DEMOLITION OF STRUCTURE SHOWN. DEMOLITION BY EXPLOSIVES IS PROHIBITED.
22. DEBRIS FROM DEMOLITION AND ITEMS INDICATED TO BE REMOVED SHALL BE REMOVED FROM PROPERTY AND PROPERLY DISPOSED OF BY THE CONTRACTOR.
23. ALL DEMOLISHED MATERIAL, UNLESS OTHERWISE NOTED, SHALL BE COMPLETELY REMOVED AND DISPOSED OF BY THE CONTRACTOR. THE REMOVAL, HANDLING, AND DISPOSAL OF ALL DEMOLITION MATERIALS SHALL BE IN STRICT ACCORDANCE WITH ALL LOCAL, STATE, AND FEDERAL REQUIREMENTS.
24. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO FAMILIARIZE THEMSELVES WITH THE MATERIALS TO BE DISPOSED OF AND ALL GOVERNING AGENCY REQUIREMENTS.
25. SITE VERIFICATION: PRIOR TO BEGINNING DEMOLITION, THE CONTRACTOR SHALL CHECK THE DRAWING AGAINST THE WORK SITE AND NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES IN DIMENSIONS OR SITE CONDITIONS. THE CONTRACTOR SHALL NOT BEGIN DEMOLITION IN ANY SUCH AFFECTED AREA UNTIL THE DISCREPANCY HAS BEEN RESOLVED.
26. ALL SAFETY REGULATIONS ARE TO BE STRICTLY FOLLOWED. METHODS OF DEMOLITION ARE THE RESPONSIBILITY OF THE CONTRACTOR.
27. THE CONTRACTOR SHALL PLACE DEBRIS CONTROL DEVICES, STAGING, AND OTHER DEVICES AS NECESSARY AS TO PREVENT DEBRIS AND AIR BORNE MATERIAL FROM LEAVING THE WORK ZONE OF THE SITE. WATER SPRAY AND/OR OTHER APPROPRIATE METHODS SHALL BE USED AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CLEAN-UP OF ANY MATERIAL DEPOSITED OUTSIDE THE WORK AREA.
28. CONTRACTOR SHALL COORDINATE WITH SUNSHINE 811 AND COUNTY TO LOCATE ALL ABOVE AND BELOW GROUND UTILITIES IN THE AREA OF DEMOLITION PRIOR TO COMMENCING.
29. CONTRACTOR SHALL COORDINATE SITE ACCESS AND STAGING AREA WITH COUNTY AND ENGINEER.
30. NO CONCRETE CRUSHING ALLOWED ON SITE.
31. ALL LANDSCAPING SHALL BE PROTECTED AND REMAIN.
32. CHIP DOWN CONCRETE FOUNDATIONS TO SOUND MATERIAL, MAX 3". CUT OFF EXISTING ANCHOR BOLTS AT LOWEST EXPOSED POINT.
33. CLEAN AND REMOVE ANY DELETERIOUS MATERIALS REMAINING ON THE FOUNDATIONS. APPLY SIKA ARMATEC 110 EPOCEM OR APPROVED EQUIVALENT. FOLLOW MANUFACTURERS INSTRUCTIONS. PLACE HIGH STRENGTH CEMENTITIOUS GROUT TO ACHIEVE A LEVEL FINISH THAT MATCHES EXISTING TOP OF PIER ELEVATION.
34. INSTALL THREADED RODS PER THE CONTRACT DOCUMENTS. REFER TO PLANS FOR DRILL AND EPOXY REQUIREMENTS. FOLLOW MANUFACTURERS INSTRUCTIONS, HILTI OR APPROVED EQUIVALENT.
35. ERECT NEW STEEL FRAME STRUCTURE. BASE PLATES SHALL BE GROUTED IMMEDIATELY AFTER FINAL ANCHORBOLT TIGHTENING. CONTRACTOR SHALL COORDINATE ANGLE SUPPORT ELEVATIONS, LENGTHS, AND FASTENERS WITH EACH SIGN TO ENSURE THE SIGNS HAVE THE PROPER ORIENTATION AND APPEARANCE. REFER TO SPECIFICATIONS AND GENERAL NOTES FOR ADDITIONAL REQUIREMENTS.
36. ATTACH AND CONNECT FLASHER TO SIGN.
37. ATTACH BOTTOM HALF OF BOTTOM SECTION.
38. ATTACH TOP HALF OF BOTTOM SECTION.
39. CONNECT ARROW NEON ON BOTTOM SECTION.
40. ATTACH BOTTOM HALF OF CENTER SECTION.
41. ATTACH TOP HALF OF CENTER SECTION.
42. CONNECT LETTERING AND NEON ON THE CENTER SECTION.
43. CONNECT WIRING TO FLASHERS.
44. ATTACH THE SAILFISH TO THE TOP OF THE SIGN.
45. CONNECT NEON ON TOP SECTION.
46. RE-ENERGIZE POWER SUPPLY TO SIGN.
47. DE-MOBILIZATION OF CREWS, CRANES, EQUIPMENT, AND LIFTS.

SITE MAP

CAUTION! OVERHEAD POWERLINES!

N

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ANDREW K. GIBBS
77293 FLORIDA- CERTIFICATION NUMBER

DATE

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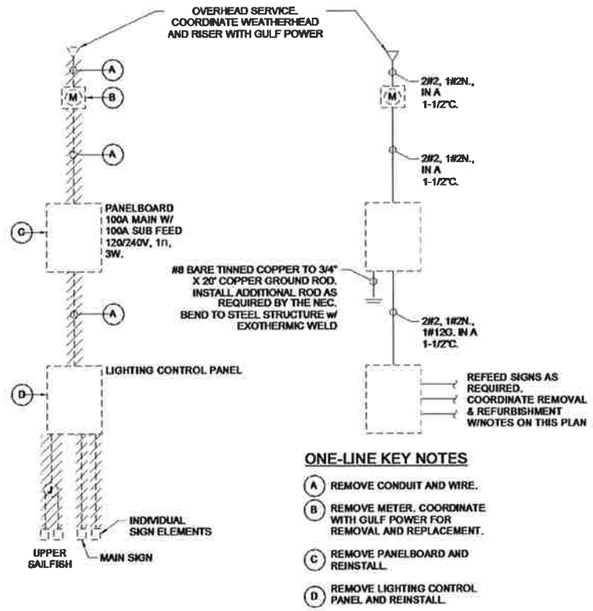

ONE-LINE KEY NOTES

- (A) REMOVE CONDUIT AND WIRE.
- (B) REMOVE METER. COORDINATE WITH GULF POWER FOR REMOVAL AND REPLACEMENT.
- (C) REMOVE PANELBOARD AND REINSTALL.
- (D) REMOVE LIGHTING CONTROL PANEL AND REINSTALL.

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Engineer EB - 0000705
Surveyor LB - 0000705
MOTT MACDONALD

PENSACOLA BEACH SIGN FRAME REPLACEMENT

GULF BREEZE, FLORIDA

ISSUED FOR BID	04/2018	0

DATE: APRIL 2018
DESIGNED BY: MJT
DRAWN BY: RC
CHECKED BY: CEL
PROJECT ENGINEER: MJT
PROJECT MANAGER: CEL
Mott MacDonald
PROJECT NUMBER: 371827

ISSUED FOR BID
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CHAD E. LYNER
66277 FLORIDA - CERTIFICATION NUMBER

DATE

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SHEET TITLE:

CONSTRUCTION SEQUENCE & SITE MAP

SHEET NUMBER:

S-3

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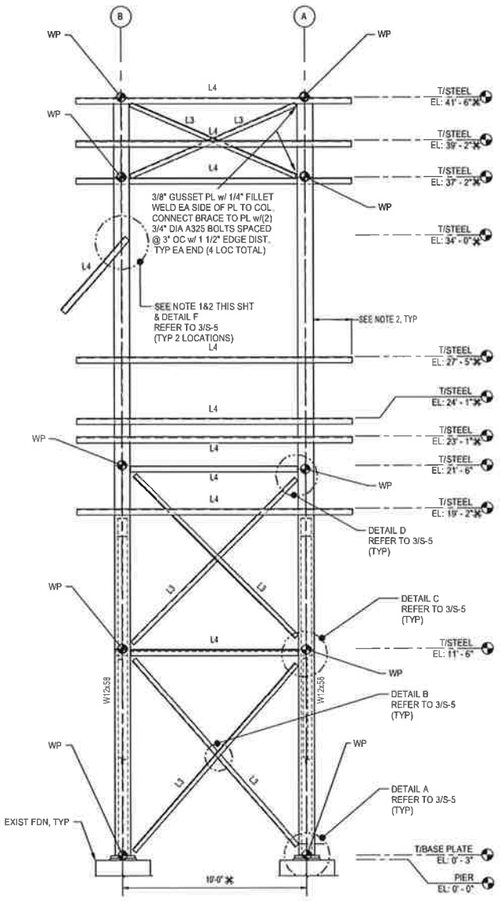
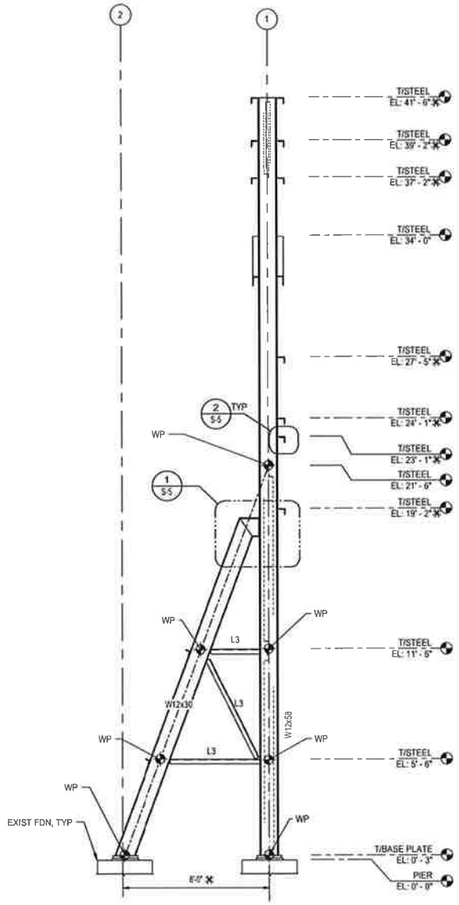
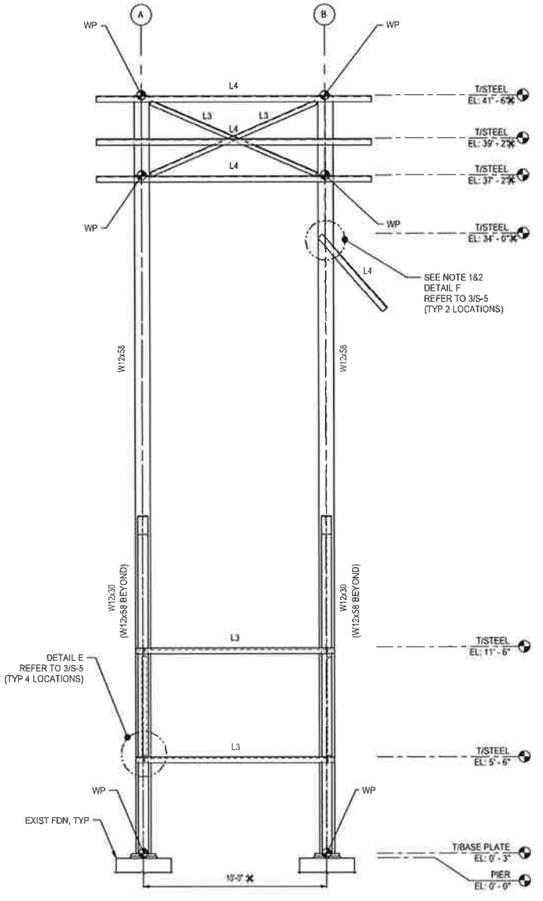


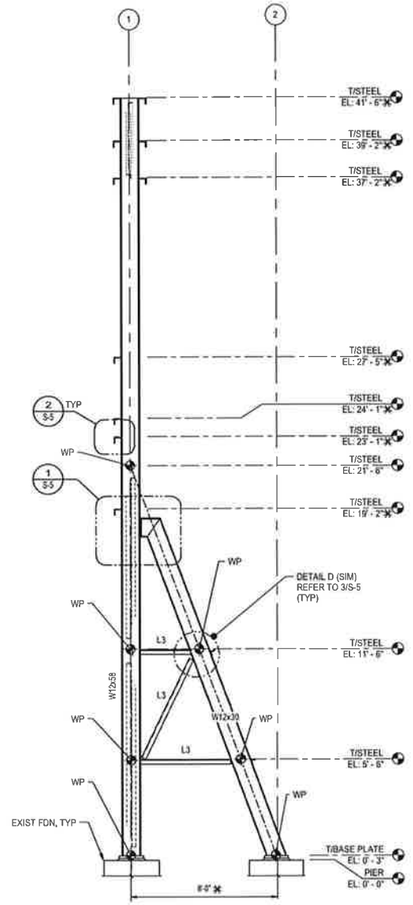
1 S-4 WEST ELEVATION
1/4" = 1'-0"



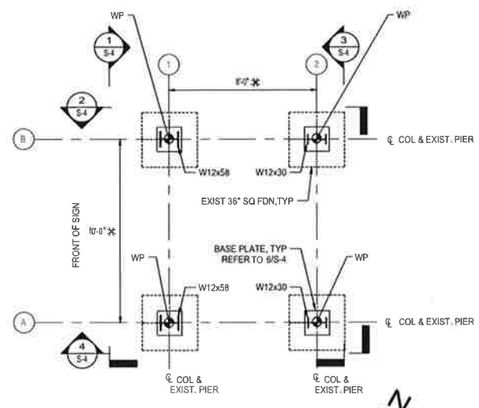
2 S-4 NORTH ELEVATION
1/4" = 1'-0"



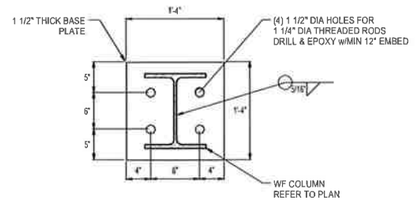
3 S-4 EAST ELEVATION
1/4" = 1'-0"



4 S-4 SOUTH ELEVATION
1/4" = 1'-0"



5 S-4 COLUMN LAYOUT
1/4" = 1'-0"



6 S-4 BASE PLATE DETAIL
1" = 1'-0"

NOTES:

1. CONTRACTOR SHALL FIELD VERIFY ELEVATIONS OF SIGN SUPPORT ANGLES BEFORE MATERIAL PROCUREMENT, FABRICATION AND ERECTION.
2. CONTRACTOR SHALL COORDINATE SIGN SUPPORT ANGLE LENGTHS AND OVERHANGS WITH SIGNS BEFORE FABRICATION AND ERECTION.
3. BASE PLATES SHALL BE GROUTED IMMEDIATELY AFTER FINAL ANCHOR BOLT TIGHTENING. REFER TO GENERAL NOTES FOR ADDITIONAL REQUIREMENTS.
4. DIMENSIONS AND ELEVATIONS BASED OFF TOP OF EXISTING PIER ELEVATION= 0'-0".

LEGEND:

*	CONTRACTOR TO VERIFY DIM/ ELEV	
WP	WORK POINT	
L3	DENOTES	L3x3x3/8
L4	DENOTES	L4x4x3/8

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E - Engineers LB - 0006762
MOTT MACDONALD

PENSACOLA BEACH SIGN FRAME REPLACEMENT

GULF BREEZE, FLORIDA

ISSUED FOR BID

DATE:	APRIL 2018	04/2018	0
DESIGNED BY:	MJT		
DRAWN BY:	RC		
CHECKED BY:	CEL		
PROJECT ENGINEER:	MJT		
PROJECT MANAGER:	CEL		
Mott MacDonald PROJECT NUMBER:	371827		

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CHAD E. LYNER
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SHEET TITLE:
FRAMING ELEVATIONS, COLUMN LAYOUT, AND BASE PLATE DETAIL

SHEET NUMBER:
S-4

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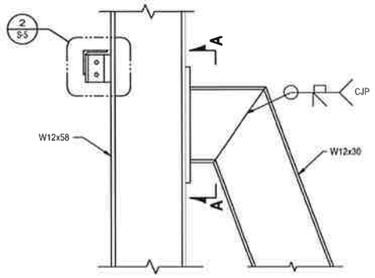
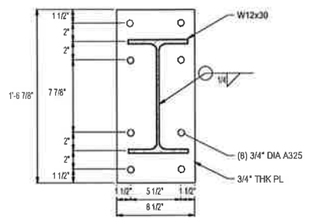
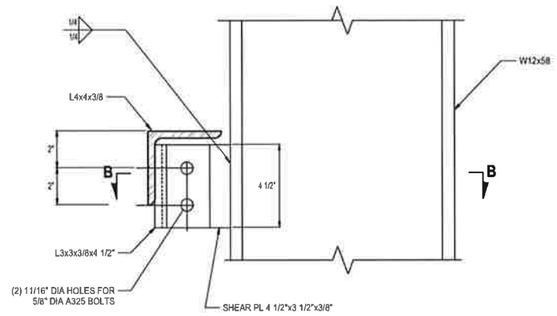


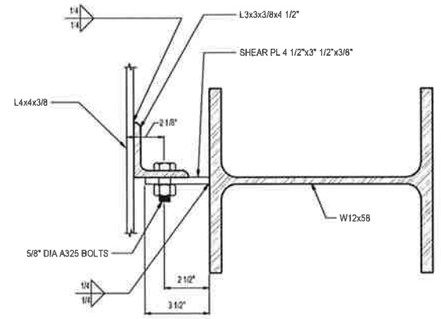
ELEVATION



SECTION A-A



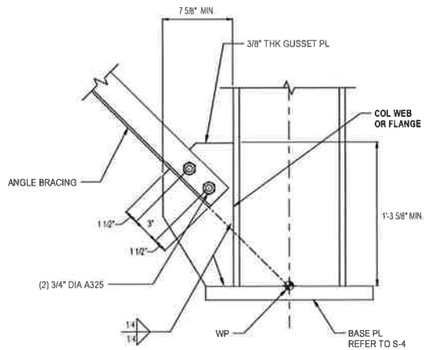
ELEVATION



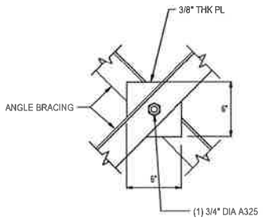
SECTION B-B

1 S-5 COLUMN TO KICKER CONNECTION

1" = 1'-0"



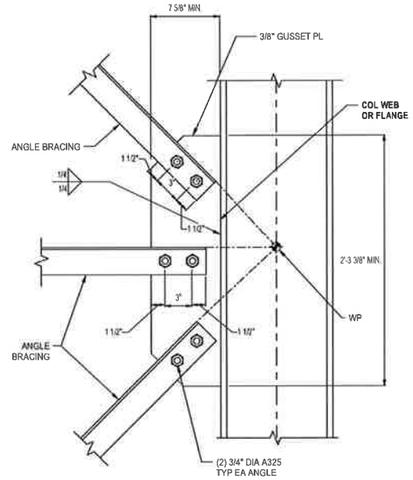
BRACING CONNECTION DETAILS (A)



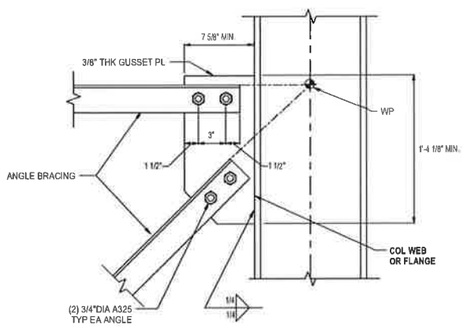
BRACING CONNECTION DETAILS (B)

2 S-5 TYPICAL SIGN SUPPORT ANGLE TO COLUMN

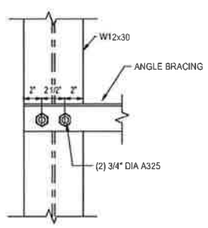
3" = 1'-0"



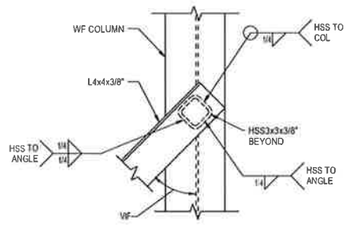
BRACING CONNECTION DETAILS (C)



BRACING CONNECTION DETAILS (D)



BRACING CONNECTION DETAILS (E)



BRACING CONNECTION DETAILS (F)

3 S-5 BRACING CONNECTION DETAILS

1 1/2" = 1'-0"

PENSACOLA BEACH SIGN FRAME REPLACEMENT 371827 4/26/2018 2:55:22 PM

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Surveyors LB : 0006782

MOTT MACDONALD

PENSACOLA BEACH SIGN FRAME REPLACEMENT

GULF BREEZE, FLORIDA

ISSUED FOR BID	04/2018	0

DATE: APRIL 2018
DESIGNED BY: MJT
DRAWN BY: RC
CHECKED BY: CEL
PROJECT ENGINEER: MJT
PROJECT MANAGER: CEL
Matt MacDonald
PROJECT NUMBER: 371827

ISSUED FOR BID
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SHEET TITLE:

CONNECTION DETAILS

SHEET NUMBER:

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SECTION 05120

STRUCTURAL STEEL

PART 1- GENERAL

1.01 SUMMARY

A. Description of scope and intent:
   1. CONTRACTOR shall provide all material, labor, and tools required to complete the installation of specified system.
   2. Any omission of reference to items required to complete the full operational and functional system specified in the section does not relieve the CONTRACTOR of the obligation to provide same.
   3. To provide installation of all items, including delivery, dispersing to the proper locations within the site, and affixing in place.
   4. Installation shall be accomplished by workers skilled in their craft who will perform their work in a professional manner and will leave the premises safe, orderly and clean.
   5. Drawings and general provisions of Contract, including EJCDC General and Supplemental Conditions and Division 1 Specification Sections, apply to this Section.
   6. CONTRACTOR is responsible for coordination of work included in this specification with all other specification sections related to furnishing of all materials, labor, permits, fees and services necessary for completion of work in this Section.
   7. In the event of a conflict between the Design Drawings, referenced standards and these Specifications, the more stringent shall govern unless directed otherwise by the ENGINEER. CONTRACTOR shall strictly adhere to OSHA requirements and local codes or those of any regulatory agency or body with jurisdiction.

B. Section Includes:
   1. Fabrication and erection of structural steel framing members, as defined in AISC Code and as indicated on the drawings.
   2. Fabrication and erection of architecturally exposed structural steel (AESS).
   3. Welding.
   4. Shop painting.

C. Products Furnished but not installed under this section:
   1. Steel anchorages cast in concrete.
   2. Steel anchorages embedded in masonry.

1.02 REFERENCES

Comply with the following documents, except where requirements of the Contract Documents or of governing codes and governing authorities are more stringent. All referenced standards refer to the edition in force at the time these plans and specifications are issued.

A. ASTM A 36 -- Standard Specification for Structural Steel

B. ASTM A 6 – General Requirements for Rolled Steel Plates, Shapes, Sheet Piling, and Bars for Structural Use

C. ASTM A 123 -- Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron

and Steel Products

D. ASTM A 307-- Standard Specification for Carbon Steel Bolts and Studs, 60,000 PSI Tensile Strength

E. ASTM A 325-- Standard Specification for Structural Bolts, Steel, Heat Treated, 120/105 ksi Minimum Tensile Strength

F. ASTM A 500-- Standard Specification for Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes

G. ASTM A 786 – Rolled Steel Floor Plates

H. ASTM A 992 – Specification for Structural Steel Shapes

I. ASTM C 1107-- Standard Specification for Packaged Dry, Hydraulic-Cement Grout (Nonshrink)

J. ASTM E 94 -- Standard Guide for Radiographic Testing

K. ASTM E 142-- Standard Method for Controlling Quality of Radiographic Testing

L. ASTM E 164-- Standard Practice for Ultrasonic Contact Examination of Weldments

M. ASTM E 165-- Standard Test Method for Liquid Penetrant Examination

N. ASTM E 709-- Standard Guide for Magnetic Particle Examination

O. ASTM F 959-- Standard Specification for Compressible-Washer-Type Direct Tension Indicators for Use with Structural Fasteners

P. AWS D1.1-- Structural Welding Code - Steel; American Welding Society

Q. Code of Standard Practice for Steel Buildings and Bridges; American Institute of Steel Construction, Inc. (AISC)

R. Specification for Structural Steel Buildings -- Allowable Stress Design and Plastic Design; American Institute of Steel Construction, Inc. (AISC)

S. Specification for Structural Joints Using ASTM A325 or A490 Bolts; Research Council on Structural Connections; American Institute of Steel Construction, Inc. (AISC)

T. Steel Structures Painting Manual, Volume 2, Systems and Specifications; Steel Structures Painting Council (SSPC)

1.03 DEFINITIONS

A. Structural Steel: Items as listed in 2.1 of AISC "Code of Standard Practice for Steel

Buildings and Bridges," and excluding steel, iron, or other metal items not listed, even if attached to the structural framing.

1.04 SYSTEM DESCRIPTION

A. General: Unless otherwise specifically approved in writing, furnish exact sections, weights, and kinds of material specified, using details and dimensions shown.
   1. Not all connections are detailed; similar details apply to similar conditions, unless otherwise indicated. Contact the Architect promptly to verify design of members or connections in any situation where design requirements are unclear.

1.05 SUBMITTALS

A. Product Data: Producer's or manufacturer's information for products as follows, including sufficient data to show compliance with specified requirements:
   1. Mill test reports for each type of structural steel furnished.
   2. Test reports for high-strength bolts, nuts, and washers, including chemical analysis, tensile strength tests, and hardness tests.
   3. Test reports for direct tension indicators.
   4. Specifications for primer paint, including manufacturer's data on chemical composition, adhesion of spray fireproofing, and dry film thickness per applied coat.
   5. Specifications for non-shrink grout.

B. Shop Drawings: Complete drawings for structural steel, including information on location, type, and size of all connections, distinguishing between those made in the shop and those made in the field.
   1. Indicate weld lengths and sizes, using standard American Welding Society (AWS) welding symbols.
   2. Include setting drawings and templates for anchorages to be installed by others.
   3. Prepare shop drawings under the seal of a professional structural ENGINEER registered in the state of Florida.
   4. The fabricator is specifically responsible for the adequacy of any connections designed by the fabricator to performance standards established in the contract documents. Approval by the ENGINEER of shop drawings shall not relieve the fabricator of this responsibility, despite wording to the contrary in paragraph 4.2.1 of the AISC Code.

C. Test Reports: Submit test reports for all specified tests of connections.

D. Welder Qualifications: Evidence that welders employed in the work are currently certified under American Welding Society (AWS) qualification procedures.

E. Surveys: Certified copies of specified surveys, showing locations of all critical elements and deviations from data shown on contract documents.

1.06 QUALITY ASSURANCE

A. Welding Procedures: Establish that joint welding procedures are prequalified or test in accordance with American Welding Society (AWS) qualification procedures.

B. Regulatory Requirements: Unless other requirements of governing authorities or particular requirements of this specification are more stringent, comply with provisions of the following:
   1. AISC "Code of Standard Practice for Steel Buildings and Bridges."
   2. AISC "Specification for Structural Steel Buildings -- Allowable Stress Design and Plastic Design," with Commentary and Supplements.
   3. AWS D1.1, "Structural Welding Code - Steel."

C. Testing and Inspection Agency: Engage an independent testing and inspection agency acceptable to the OWNER to perform testing, inspect and evaluate connections, and prepare test reports.
   1. Correct deficiencies in the structural steel work identified by the testing and inspection agency at no additional expense to the OWNER. Subsequent tests to confirm the adequacy of corrected work will be at the CONTRACTOR's expense.

1.07 DELIVERY, STORAGE, AND HANDLING

A. Shipping: Deliver steel in timely fashion, to permit the most efficient and economical flow of work. Deliver steel members properly marked for field assembly and erection.
   1. Deliver anchor bolts, washers, and other anchorage devices to be built into other work in time to avoid delays and permit their proper installation.

B. Storage: Protect steel and other materials of this section from damage and corrosion. If temporary storage at the project site is required, keep steel members off the ground, using platforms or pallets, in location easily accessible for inspection.

PART 2- PRODUCTS

2.01 STEEL MATERIALS

A. AESS Materials - General: For members which will be exposed in the finished work and have been identified as AESS on the drawings, provide only materials which are free of surface blemishes such as pitting, roller marks, rolled trade names, and surface roughness.

B. Structural Steel Members (refer to plans for locations indicated):
   1. Wide flanges and WT sections: ASTM A992, Fy=50 ksi
   2. Channels, angles, plates, and miscellaneous steel: ASTM A36, Fy=36 ksi
   3. 316 Stainless Steel: ASTM A484, ASTM A276, Fy=30 ksi
   4. Structural Tubing, Cold-Formed: ASTM A500, Fy=46 ksi
   5. Steel Pipe: ASTM A53, Type E or S, Grade B, Fy=35 ksi

C. Anchor Bolts: ASTM F1554, Carbon steel, Grade 36; ASTM A 36 steel plate washers.

D. Bolts and Nuts:
   1. Carbon Steel: ASTM A307, Grade A
   2. High Strength Steel: ASTM A325, Type 1, plain (medium carbon steel)
   3. Stainless Steel: ASTM F593, ASTM F594
   4. AESS: Provide hexagonal bolt heads and nuts at all exposed connections.

E. Hardened Washers: ASTM F436, ASTM A240 (for stainless)

1. Dimensional requirements shall meet ANSI B18.22.1, Type A plain.

F. Direct Tension Indicators: At CONTRACTOR's option, provide either load indicator washers complying with ASTM F 959 or snap-off high-strength bolts certified to provide the minimum fastener tension in accordance with AISC "Specification for Structural Joints Using ASTM A325 or A490 Bolts" at all connections requiring high-strength bolts.

G. Shear Connectors: ASTM A108, Grades 1010 through 1020, headed-stud type, cold-finished carbon steel; AWS D1.1, Type B. Minimum Yield Strength = 50 ksi. Test Shear connectors in accordance with AWS. All studs shall be a minimum ¾" diameter unless otherwise noted.

2.02 MISCELLANEOUS MATERIALS

A. Welding Electrodes and Fluxes: AWS D1.1, Types as follows:
1. E70XX.

B. Nonshrink Grout: Prepackaged material requiring only the addition of water and complying with ASTM C 1107, and as follows:
1. Natural aggregate (nonmetallic) type.
2. Products: The following products, provided they comply with requirements of the contract documents, will be among those considered acceptable:
   a. "Masterflow 928"; Master Builders, Inc.
   b. "Sonogrout 14k"; Sonneborn Building Products Division/ChemRex, Inc.
   c. "Euco N-S Grout"; The Euclid Chemical Company.
   d. "Supreme"; Cormix Construction Chemicals.
   e. "Five Star Grout"; Five Star Products, Inc.

C. Shop Primer: Fabricator's standard primer.

2.03 FABRICATION

A. Shop Assembly - General: Comply with requirements of AISC Specifications. Shop fabricate and assemble to maximum degree possible.
1. AESS: Comply with requirements of AISC Code for architecturally exposed structural steel.
   a. Appearance: Cut, fit, and assemble units with exposed surfaces smooth, square, and free from cutting marks, shear distortion, burrs, and nicks.
   b. Tolerances: As specified in AISC Code for AESS, unless more stringent requirements are indicated on the drawings.

B. Thermal Cutting: Perform all thermal cutting by machine.
1. Plane thermally cut edges which are to be welded.

C. Connections:
1. Shop connections: As indicated on the drawings.
2. Field connections: As indicated on the drawings.
3. Bolts: High-strength steel bolts, except as otherwise indicated.
   a. Bolting: Comply with requirements of AISC "Specification for Structural Joints Using ASTM A325 or A490 Bolts."

4. Welds: Comply with requirements of AWS Code for welding procedures and quality of welds, including appearance.
   a. Built-up sections: Assemble components and weld using procedures which will maintain proper alignment of finished section.
   b. AESS: Verify that weld sizes, fabrication sequence, and equipment to be employed will limit distortions to allowable tolerances. Surface bleed of back-side welding on exposed surfaces will not be acceptable.
      1) Grind smooth exposed fillet welds 1/2 inch and larger.
      2) Grind flush butt welds.
      3) Dress all exposed welds.

D. Finishing: Accurately mill ends of columns and other members which must transmit loads in bearing.

E. Holes in Steel Members: Make all holes by means of cutting, drilling, or punching at right angles to surface of metal. Do not make or enlarge holes by burning.
   1. Provide holes in steel members as required to permit connection of work by others.

2.04 SHOP COATING – GALVANIZING

A. Galvanize the following items:
   1. All structural steel exposed to weather and as indicated on drawings.

B. Preparation: Thoroughly clean members to be galvanized, removing loose rust and mill scale.

C. Galvanizing: Perform galvanizing after fabrication in accordance with requirements of ASTM A 123, except galvanize all fastener assemblies in accordance with ASTM A153, use galvanizing methods which provide surface suitable for painting with min class A slip coefficient (0.33).

2.05 SHOP COATING – PAINT

A. Shop prime all steel members, except:
   1. Galvanized steel members.
   2. Steel members embedded in concrete or mortar.
   3. Do not paint the following surfaces:
      a. Machined or milled surfaces.
      b. Surfaces adjacent to field welds.
      c. Faying surfaces of bolted connections.
      d. Portions of member that receive a special coating. Refer to Section 09900.

B. Preparation: Thoroughly clean steel surfaces to be shop primed, removing loose rust, loose mill scale, dirt, oil, and grease. Clean steel in accordance with SSPC procedures as follows:
   1. Power tool or blast cleaning: SSPC SP-3, -5, -6, or -10.

C. Painting: As soon as possible after cleaning, apply specified primer paint in accordance with instructions of paint manufacturer, at a rate sufficient to provide a finished thickness of not less than 1.5 mils and an average thickness of 2.0 mils.

2.06 SHOP QUALITY CONTROL

A. Testing and Inspection:
   1. General: Provide access to testing and inspection agency so that specified testing and inspection can be safely accomplished.
   2. Shop bolted connections: Comply with testing and verification procedures in AISC "Specification for Structural Joints Using ASTM A325 or A490 Bolts," except test not less than the following number of bolts in each bolted connection: All slip critical connections as noted SC on drawings.
   3. Shop welded connections: Inspect and test shop-fabricated welds as follows:
      a. Visually inspect all welds.
      b. Inspect 100. percent of full penetration welds, using test method as follows:
         1) Radiographic testing (ASTM E 94 and ASTM E 142).
      c. Inspect 20 percent of fillet welds, using one of the following test methods:
         1) Radiographic Testing (ASTM E 94 and ASTM E 142).
         2) Magnetic Particle Inspection (ASTM E 709).
         3) Ultrasonic Testing (ASTM E 164).
         4) Liquid Penetrant Inspection (ASTM E 165).

PART 3- EXECUTION

3.01 EXAMINATION

A. Verification of Conditions: Examine areas and conditions for erection of structural steel and verify that the work may properly proceed. Do not commence erection of structural steel until unsatisfactory conditions have been corrected or fabricated steel components have been adjusted with the architect's agreement.
   1. Surveys: Conduct verification surveys by a professional ENGINEER or land surveyor registered in the state of Florida.

3.02 PREPARATION

A. Temporary Support: Provide temporary guys, braces, falsework, cribbing, or other elements required to secure the steel framing against loads equal in intensity to design loads. Remove such temporary support only when permanent connections have been made and the steel framing is fully capable of supporting design loads, including any temporary construction loads.

3.03 ERECTION

A. General: Erect structural steel in compliance with AISC Code of Standard Practice and Specifications.
   1. AESS: Comply with erection requirements of AISC Code dealing with architecturally exposed structural steel.

B. Assembly:
   1. Set structural members accurately to locations and elevations indicated, within tolerances established in AISC Code, before making final connections.
   2. Do not use thermal cutting to correct fabrication errors on any major structural member.

a. Thermal cutting of secondary members may be permitted by the architect upon request, but only when members involved are not loaded.

C. Columns and Bearing Surfaces:
1. Clean bearing and contact surfaces before assembly. Slightly roughen concrete and masonry surfaces to improve bond.
2. Set base and bearing plates accurately, using metal wedges, shims, or setting nuts as required.
3. After tightening anchor bolts and ensuring that structure is plumb, grout solidly between plates and bearing surfaces.
a. Comply with manufacturer's instructions for nonshrink grout.

D. Bolting:
1. Carbon steel bolts: Use only for temporary bracing during erection, unless otherwise specifically permitted by contract documents.
2. High-strength bolts: Comply with requirements of AISC "Specification for Structural Joints Using ASTM A325 or A490 Bolts."

E. Welding:
1. Do not perform field welding when ambient temperature is at 0 degrees F or below, or when surfaces are wet, exposed to rain, snow, or high wind.
2. Perform field welding in accordance with AWS "Structural Welding Code - Steel."
3. Tighten and leave in place erection bolts used in field-welded construction.
a. AESS: Verify that weld sizes, erection sequence, and equipment to be employed will limit distortions to allowable tolerances. Surface bleed of back-side welding on exposed surfaces is not acceptable.
1) Grind smooth exposed fillet welds 1/2 inch and larger.
2) Grind flush butt welds.
3) Dress all exposed welds.
4) Remove erection bolts, plug-weld bolt holes, and grind smooth.

F. Touch-up Painting: As soon as possible after erection of primed structural steel, clean painted areas which have been abraded or otherwise damaged by welding, bolting, or other field operations. Apply touch-up paint matching shop coating by brush or spray to all damaged paint areas, achieving a minimum final thickness of 1.5 mils.

3.04 FIELD QUALITY CONTROL

A. Testing and Inspection:
1. General: Provide access to testing and inspection agency so that specified testing and inspection can be safely accomplished.
2. Field-bolted connections: Comply with testing and verification procedures in AISC "Specification for Structural Joints Using ASTM A325 or A490 Bolts," except test not less than the following number of bolts in each bolted connection: All slip critcal connnections as noted SC on the drawings.
3. Field-welded connections: Inspect and test field-fabricated welds as follows:
a. Visually inspect all field welds.

END OF SECTION 05120

RE-BID PENSACOLA BEACH SIGN FRAME REPLACEMENT
PD 17-18.099

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Forms marked with an (* Asterisk) must be returned with the Bid.
Forms marked with a (** Double Asterisk) should be returned with the Bid.

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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15070 **County Administrator's Report 13. 14.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 11/01/2018
Issue: Contract Award for Clerk of the Courts IT Modifications MC Blanchard
From: Paul Nobles, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Contract Award for Clerk of the Courts IT Modifications MC Blanchard - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Birkshire Johnstone, LLC, per the terms and conditions of PD 17-18.087, Clerk of the Courts IT Modifications MC Blanchard, in the amount of $88,800.

[Funding: Fund 001, General Fund; Cost Center 310204, Facilities Priority One; Object Code 56201, Buildings]

BACKGROUND:

The Clerk of the Court is requesting a former IT office space, located on the 2nd floor of the MC Blanchard Judicial Building, be modified to provide usable, open office space. Modifications include removal of an elevated floor (former computer room) and replacing with carpet, as well as, removal of temporary walls to open up the space for use.

The legal advertisement for this "Invitation to Bid" was advertised in the Pensacola News Journal on September 4, 2018. A non-mandatory pre-solicitation conference was held on September 12, 2018. Two firms were represented at that meeting. Bids were received from one contractor on September 27, 2018. Birkshire Johnstone, LLC is the lowest most responsive and responsible bidder.

BUDGETARY IMPACT:

Funding: Fund 001, General; Cost Center 310204, Facilities Priority One; Object Code 56201, Buildings

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract, Form A: Construction- A/E Designed.

PERSONNEL:

All work associated with the recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney's Standard Form of Contract Form A: Construction - A/E Designed and Purchase Order.

Attachments

Agreement

Public Notice of Recommended Award

Recommendation to Award Determination Checklist

STANDARD CONSTRUCTION CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF
ESCAMBIA COUNTY, FLORIDA

AND

BIRKSHIRE JOHNSTONE, LLC

For

PD 17-18.087, CLERK OF THE COURTS IT MODIFICATIONS MC BLANCHARD

FORM A: Construction- A/E Designed

(Revised 2018)

STANDARD CONSTRUCTION CONTRACT DOCUMENTS
FORM A

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	and Identified as Follows: **[Clerk of the Court IT Renovations**	
	MC Blanchard Judicial Building/G001/June 6, 2018]	
Exhibit I/Technical Specifications **[Clerk of the Court Renovations**		
	MC Blanchard Building Pensacola, Florida/6 June 2018]	
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AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND BIRKSHIRE JOHNSTONE, LLC FOR ARCHITECT/ENGINEER DESIGNED CONSTRUCTION CONTRACT DOCUMENTS.

THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA**,** ("County"), hereby contracts with Birkshire Johnstone, LLC ("Contractor"), a Florida limited liability company for profit, to perform all work ("Work") in connection with PD 17-18.087, Clerk of the Courts IT Modifications MC Blanchard ("Project"), as detailed in the attached Plans and Specifications and other Contract Documents hereafter specified.

SECTION 1. CONTRACT DOCUMENTS.

A. The Contract Documents include this Agreement, including Amendments and Exhibits, the Exhibits described in Section 6, Change Orders, Work Directive Changes, Field Orders and the solicitation documents, including addenda. These Contract Documents are incorporated by reference and made a part of this Agreement. A copy of all Contract Documents shall be maintained by Contractor at the Project site at all times during the performance of the Work.

B. In case of any inconsistency or conflict among the provisions of the agreement and any other terms and conditions of any documents comprising the Contract Documents, the provisions of the Agreement shall control. Concerning the Contract Documents, the order of precedence shall be as follows: 1) the Agreement, including Amendments and Exhibits; 2) Change Orders; 3) Work Directive Changes; 4) Field Orders; 5) the Solicitation Documents, including addenda. The Contract Documents listed above represent the entire and integrated agreement between the parties hereto, and supersede prior negotiations, representations, or agreements, either written or oral.

C. County shall furnish to the Contractor up to four (4) sets of the Contract Documents for execution of the Work. Additional copies of the Contract Documents are available at the cost of reproduction.

SECTION 2. SCOPE OF WORK.

Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the Work required by the Contract Documents.

SECTION 3. CONTRACT AMOUNT.

In consideration of the faithful performance by Contractor of the covenants in this Agreement to the full satisfaction and acceptance of County, County agrees to pay, or cause to be paid, to Contractor the following amount (herein "Contract Amount"), in accordance with the terms of this Agreement:

Eighty-Eight Thousand, Eight Hundred Dollars

$88,800.00

SECTION 4. BONDS.

A. Contractor shall provide at his expense Performance and Payment Bonds, in the form prescribed in **Exhibit B**, in the amount of 100% of the Contract Amount. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to County; provided; however, the surety shall be rated as "A-" (excellent) or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holder's surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

B. If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Document, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval. Failure by Contractor to maintain its bonds in full force and effect at all times, including the warranty period, shall be grounds for termination of this Contract.

C. Per §255.05, Florida Statutes, the Contractor shall be required to execute and record the Performance and Payment bonds. The bonds must state the name and principal business address of both the Principal and the Surety and a description of the project sufficient to identify it. (The filing costs are $10.00 for the first page and $8.50 for each remaining page).

SECTION 5. CONTRACT TIME AND LIQUIDATED DAMAGES.

A. Time is of the essence in the performance of the Work under this Agreement. Contractor shall commence the Work within ten (10) calendar days from the Commencement Date, established in the Notice to Proceed. No Work shall be performed at the Project site prior to the Commencement Date. Contractor shall provide 48 hours' notice prior to beginning the Work. The Work shall be substantially completed within **One Hundred Twenty-Five** (**125**) calendar days from the Commencement Date. The Work shall be fully completed and deemed ready by the County for final completion within **Thirty** (**30**) calendar days from the Substantial Completion Date. The Contract Time shall be the time period from the Commencement Date to the date of final completion totaling **One Hundred Fifty-Five** (**155**) calendar days (herein "Contract Time").

B. County and Contractor recognize that, since time is of the essence for this Agreement, the County will suffer financial loss if the Work is not substantially completed within the time specified. Should Contractor fail to substantially complete the Work within the time period noted above, County shall be entitled to assess, as liquidated damages, but not as a penalty, **$150.00** for each calendar day thereafter until substantial completion is achieved. The Project shall be deemed to be substantially completed by the County on the date that the County's Architect certifies in writing that the construction of the project, or specified part thereof, is sufficiently completed in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended. Along with such certification, the County's Architect shall compile a "punch list" of any remaining exceptions that do not adversely affect the use of the Project. Completion of these items

will be required prior to final payment.

C. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if Contractor fails to substantially complete the Work in accordance with the progress schedule.

D. When any period of time is referenced to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

SECTION 6. EXHIBITS INCORPORATED.

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

Exhibit A:	General Terms and Conditions
Exhibit B:	Form of Performance and Payment Bonds
Exhibit C:	Insurance Requirements
Exhibit D:	Form of Release and Affidavit
Exhibit E:	Form of Contractor Application for Payment
Exhibit F:	Form of Change Order
Exhibit G:	Owner Direct Purchases- FORM OF0205 (if applicable)
Exhibit H:	Working Drawings / Plans prepared by Architect/Engineer and Identified as Follows: **[Clerk of the Court IT Renovations MC Blanchard Judicial Building/G001/June 6, 2018]**
Exhibit I:	Technical Specifications **[Clerk of the Court Renovations MC Blanchard Building Pensacola, Florida/6 June 2018]**
Exhibit J:	Supplemental Terms and Conditions
Exhibit K:	Federal Documents (if applicable)
Exhibit L:	Solicitation Documents Index

SECTION 7. NOTICES.

A. All notices required or made pursuant to this Agreement by the Contractor to the County shall be in writing and delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, addressed to the following:

Facilities Management
100 East Blount Street
Pensacola, Florida 32501
Attn: George Bush

B. All notices required or made pursuant to this Agreement by County to Contractor shall be made in writing and shall be delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, addressed to the following:

Birkshire Johnstone, LLC
507 East Fairfield Drive
Pensacola, FL 32503
Attn: Chris Shearman, President

C. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

SECTION 8. MODIFICATION.

No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

SECTION 9. SUCCESSORS AND ASSIGNS.

Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

SECTION 10. GOVERNING LAW.

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida and the parties agree that venue shall be in Escambia County, Florida for any matter which is the subject of this Contract.

SECTION 11. NO WAIVER.

The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

SECTION 12. ENTIRE AGREEMENT.

Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

SECTION 13. SEVERABILITY.

Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

SECTION 14. PUBLIC RECORDS.

The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the

records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract. In such case, the Contractor shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontractor work).

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: the parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement, and Birkshire Johnstone, LLC signing by and through its President, duly authorized to execute same.

COUNTY:
Escambia County, Florida, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

Witness: _____

By: _____

Jack R. Brown, County Administrator

Witness: _____

Date: _____

BCC Approved: 11/1/2018

CONTRACTOR:
Birkshire Johnstone, LLC, a Florida Limited Liability Company, authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

By: _____

By: _____
Secretary

Chris Shearman, President

Date: _____

(Corporate Seal)

EXHIBIT A
GENERAL TERMS AND CONDITIONS

Section 1. INTENT OF CONTRACT DOCUMENTS

1.1. It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in affect at the time the Work is performed, except as may be otherwise specifically stated herein.

1.2. If during the performance of the Work Contractor discovers a conflict, error or discrepancy in the Contract Document, Contractor immediately shall report same to Architect/Engineer in writing and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from the Architect/Engineer. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.

1.3. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications of other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the Architect/Engineer. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.

1.4. "Architect", where referenced on the drawings or in the specifications or in other related documents, shall mean the Escambia County Architect or the designated representative thereof.

Section 2. INVESTIGATION AND UTILITIES

2.1. Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the Project area as a whole; topography and ground surface conditions; nature and quality of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or

compensation.

2.2. Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Section 2 as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

Section 3. SCHEDULE

3.1. The Contractor, within ten (10) calendar days after receipt of the Notice of Award, shall prepare and submit to County, for review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress Schedule may be provided in an electronic format. The Progress Schedule shall relate to all Work required by the Contract Documents and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work and shall include dates of Shop Drawing Submittals.

3.2. The Progress Schedule shall be updated monthly by the Contractor. All monthly updates to the Progress Schedule shall be subject to the County's review and approval. Contractor shall submit the updates to the Progress Schedule with its Applications for Payment noted below. The County's review and approval of the submitted Progress Schedule updates shall be a condition precedent to the County's obligation to pay Contractor.

Section 4. PROGRESS PAYMENTS

4.1. Prior to submitting its first Application for Payment, Contractor shall submit to County and the Architect/Engineer, for its review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the County and Architect/Engineer, this schedule of values shall be used as the basis for the Contractor's Applications for Payment. This schedule shall be updated and submitted along with a completed and notarized copy of the Application for Payment form attached to the Agreement as **Exhibit E**.

4.2. Prior to submitting its first monthly Application for Payment, Contractor shall submit to County and the Architect/Engineer a complete list of all its proposed subcontractors and materialmen, showing the work and materials involved and the dollar amount of each proposed subcontract and purchase order. The first Application for Payment shall be submitted no earlier than thirty (30) days after the Commencement Date.

4.3. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the County in writing, the Application for Payment will subdivide the work into component parts in sufficient detail to serve as the basis for a progress payment and shall also be accompanied by a bill of sale, invoice or other documentation warranting that upon payment by County, the County shall receive the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect County's interest therein, all of which shall be subject to the County's prior written approval.

4.4. Contractor shall submit **Four** (**4**) original copies of each of its Applications for Payment to the Architect/Engineer on or before the 25th day of each month for work performed during the previous month. Invoices received after the 25th day of each month shall be considered for payment as part of the next month's application. Within ten (10) calendar days after receipt of each Application for Payment, the Architect/Engineer shall either: (1) indicate approval of the requested payment; (2) indicate approval of only a portion of the requested payment, stating in writing the reasons therefore; or (3) return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment. In the event of a total or partial denial of the Application for Payment by the Architect/Engineer, the Contractor may make the necessary corrections and resubmit the Application for Payment for reconsideration within ten (10) calendar days of receiving notice of refusal.

If re-submittal of the Application for Payment is refused by the Architect/Engineer, in whole or in part, the Contractor may submit a written request to the County Administrator for an administrative decision within two (2) business days of receiving notice of refusal. Upon receiving a timely request, an administrative decision shall be rendered within ten (10) calendar days with written notification provided to the Contractor.

If the administrative decision is disputed, the Contractor may submit a written request to the County Administrator for an administrative hearing before the Dispute Resolution Committee (DRC) within two (2) business days of receiving said decision. A hearing shall be scheduled within ten (10) business days from the date the request is received, and the Contractor will receive written notice of the hearing date. The DRC may, within its discretion, render a final decision at the hearing or may elect to mail a written decision to the property owner within a period not to exceed ten (10) calendar days from the hearing date. The DRC's written decision shall be considered administratively final.

The County shall, within twenty (20) business days after County approval of an Application for Payment, pay the Contractor the amounts so approved. Provided, however, in no event shall the County be obligated to pay an amount greater than that portion of the Application for Payment approved.

4.5 County shall retain ten percent (10%) of the gross amount of each monthly payment request or ten percent (10%) of the portion thereof approved by the County for payment, whichever is less. The retained sum shall be accumulated and not released to Contractor until final payment is due. Any interim interest on such sums shall accrue to County.

If the Contract Amount is $200,000.00 or less, the following shall apply:
At the County's sole discretion, a percentage of the amount retained from the gross amount of each monthly payment may be reduced prior to final completion of the Project and said percentage released to the Contractor upon receiving a certificate of substantial completion and

approval from the Architect/Engineer.

If the Contract Amount is in excess of $200,000.00, the following shall apply:
After fifty percent (50%) completion of Work, the County shall reduce the retainage to five percent (5%) of the gross amount of each monthly payment request or five percent (5%) of the portion thereof approved by the County for payment, whichever is less. After fifty percent (50%) completion of Work, the Contractor may request payment of up to one-half of the retainage held by the County, and the County shall make payment unless there are grounds for withholding the payment of retainage. The County shall not pay or release any amounts that are the subject of a good faith dispute, claim, or demand.

Release of any portion or percentage of sums retained prior to final completion of the Project shall in no way imply approval or acceptance of Contractor's work.

4.6 Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work.

4.7 Each Application for Payment shall be accompanied by Release and Affidavit, in the form attached as **Exhibit D**, showing that all materials, labor, equipment and other bills associated with that portion of the Work payment is being requested on have been paid in full. The County shall not be required to make payment until and unless these affidavits are furnished by Contractor.

4.8 Applications for Payment will not be approved unless all submittals required by the Contract documents, up to that point, are provided and "As-Built" record documents are maintained as required by Section 8.2.

4.9 Contractor agrees and understands that funding limitations exist and that the expenditure of funds must be spread over the duration of the Project at regular intervals based on the Contract Amount and Progress Schedule. Accordingly, prior to submitting its first monthly Application for Payment, Contractor shall prepare and submit for County's and Architect/Engineer's review and approval, a detailed Project Funding Schedule, which shall be updated as necessary and approved by County to reflect approved adjustments to the Contract Amount and Contract Time. No voluntary acceleration or early completion of the Work shall modify the time of payments to Contractor as set forth in the approved Project Funding Schedule.

Section 5. PAYMENTS WITHHELD.

5.1. The Architect/Engineer or County may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The Architect/Engineer or County may nullify the whole or any part of any approval for payment previously issued and County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between County and Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents. If these conditions are not remedied or removed, County may, after three (3) days written notice, rectify the same at Contractor's

expense. County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to County, whether relating to or arising out of this Agreement or any other agreement between Contractor and County.

Section 6. FINAL PAYMENT

6.1. County shall make final payment to Contractor within thirty (30) calendar days after the Work is finally inspected and accepted by County and Architect/Engineer in accordance with Section 20.1 herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished County with a properly executed and notarized copy of the Release and Affidavit attached as **Exhibit D**, as well as, a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents or the County.

6.2. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by County shall be deemed to be a waiver of County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the Architect/Engineer or County at the time of final inspection.

Section 7. SUBMITTALS AND SUBSTITUTIONS

7.1. Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. When submitted for the Architect's review, Shop Drawings shall bear the Contractor's certification that the Contractor has reviewed, checked, and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Documents. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.

7.2. Prior to submitting its first Application for Payment, Contractor shall provide to County a CD/DVD in digital format and/or photographs showing the pre-existing conditions located within the limits of construction.

7.3. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by County if sufficient information is submitted by Contractor to allow the County to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by County from anyone other than Contractor and all such requests must be submitted by Contractor to County within thirty (30) calendar days after Notice to Proceed is received by Contractor.

7.4. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to the County for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that

specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the County in evaluating the proposed substitute. The County may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.

7.5. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the County, if Contractor submits sufficient information to allow the County to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the County shall be the same as those provided herein for substitute materials and equipment.

7.6. The County shall be allowed a reasonable time within which to evaluate each proposed substitute. The County shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the County's prior written acceptance, which shall be evidenced by either a Change Order or an approved Shop Drawing. The County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

Section 8. DAILY REPORTS, AS-BUILTS, AND MEETINGS

8.1. Unless waived in writing by County, Contractor shall complete and submit, along with its Application for Payment, to the County on a monthly basis a daily log of the Contractor's work for the preceding month in a format approved by the County. The daily log shall document all activities of Contractor at the Project site including, but not limited to, the following:

8.1.1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work;

8.1.2. Soil conditions which adversely affect the Work;

8.1.3. The hours of operation by Contractor's personnel and subcontractor's personnel;

8.1.4. The number of Contractor's and subcontractor's personnel present and working at the Project site, by subcontract and trade;

8.1.5. All equipment present at the Project site, description of equipment use and designation of time equipment was used (specifically indicating any down time);

8.1.6. Description of Work being performed at the Project site;

8.1.7. Any unusual or special occurrences at the Project site;

8.1.8. Materials received at the Project site; and

8.1.9. A list of all visitors to the Project site.

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to County or Architect/Engineer pursuant to the Contract Documents.

8.2. Contractor shall maintain in a safe place at the Project site one record copy of the Contract Documents, as well as all shop drawings and other Contractor submittals and all written interpretations and clarifications issued by the County, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to County for reference. Upon completion of the Work, and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to County by Contractor.

8.3. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. County, or any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

Section 9. CONTRACT TIME AND TIME EXTENSIONS

9.1. Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and materialmen, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission of Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents.

9.2. Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

9.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

Section 10. CHANGES IN THE WORK

10.1. County shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of County, and County shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of County is authorized to direct any extra or changed work orally.

10.2. A Change Order, in the form attached as Exhibit F to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor and County concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount shall be adjusted in the Change Order in the manner as County and Contractor shall mutually agree.

10.3. If County and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by County in a written Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by County. If Contractor disagrees with the County's adjustment determination, Contractor must make a claim pursuant to Section 11 of these General Conditions or else be deemed to have waived any claim on this matter it might otherwise have had.

10.4. In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.

10.5. County shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Change Order.

10.6. The County shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount and not inconsistent with the intent of the Contract Documents. Such

changes may be affected by Field Order or by other written order. Such changes shall be binding on the Contractor.

Section 11. CLAIMS AND DISPUTES

11.1. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between County and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.

11.2. Claims by the Contractor shall be made in writing to the County and Architect/Engineer within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the County and Architect/Engineer within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 10.4.

11.3. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the County in writing. County shall continue to make payments in accordance with the Contract Documents during the pendency of any Claim.

Section 12. OTHER WORK

12.1. County may perform other work related to the Project at the site by County's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, notice thereof will be given to Contractor. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact to County and Architect/Engineer within forty-eight (48) hours of being notified of the other work. If the Contractor fails to send the above required forty-eight (48) hour notice, the Contractor will be deemed to have waived any rights it otherwise may have had to seek an extension to the Contract Time or adjustment to the Contract Amount.

12.2. Contractor shall afford each utility owner and other contractor (or County, if County is performing the additional work with County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the Architect/Engineer and the others whose work will be affected.

12.3. If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or County), Contractor shall inspect and promptly report to Architect/Engineer in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's

Work.

Section 13. INDEMNIFICATION AND INSURANCE

13.1 Contractor shall pay on behalf of or indemnify and hold harmless County and its agents, officers and employees from and against all liabilities, damages, losses, and costs, including attorney's and paralegal fees, incurred by County to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by anyone for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. Contractor's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor, and Contractor shall not be required to pay on behalf of or indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's fees and paralegal fees.

County and Contractor agree one percent (1%) of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement.

Contractor agrees that such indemnification by Contractor relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any applicable statutes of limitations thereafter. Contractor's obligation to indemnify shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

13.2 Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in Exhibit C to the Agreement. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies or trusts which are registered with the State of Florida. Foreign or off-shore insurance carriers are not acceptable for work under this contract unless admitted to the State of Florida. All commercial insurance carriers providing the Contractor with required insurance shall be a minimum financial size category of VII according to the AM Best Rating Guide, latest edition. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Within ten (10) calendar days after Notice of Award is received by Contractor and prior to the commencement of work, Contractor shall provide County with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by County, such as "Acord Form 25". The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. Certificates of Insurance shall be mailed to Escambia County in care of: Purchasing Manager, Office of Purchasing, P.O. Box 1591, Pensacola, Florida 32597-1591. In addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to County, on a timely basis, when requested by County.

13.3 The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) calendar days' prior written notice by registered or certified mail shall be given County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

13.4 All insurance coverages of the Contractor shall be primary to any insurance or self-insurance program carried by the County applicable to this Project. The acceptance by County of any Certificate of Insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of Insurance are received by the County.

13.5 Contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in Exhibit C, unless such insurance requirements for the subcontractor is expressly waived in writing by the County. All liability insurance policies, other than professional liability, worker's compensation and employer's liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name Escambia County as an additional insured and shall contain severability of interest provisions. Escambia County shall also be designated as certificate holder with the address of P. O. Box 1591, Pensacola, Florida 32597-1591. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by County, certified, true copies of the renewal policies, shall be furnished by Contractor within thirty (30) days prior to the date of expiration. Upon expiration of an insurance policy term during the course of work under the contract, succeeding insurance policies shall be consecutive to the expiring policy.

13.6 All liability policies shall be underwritten on the "occurrence" basis, unless otherwise approved in writing by the County Division of Risk Management. "Claims made" policies, if approved by the Risk Manager, and subsequent insurance certificates shall provide a "retro-date" which shall include the effective date of the contract. "Claims-made" renewals or carrier and policy replacements shall reflect the original "retro-date."

13.7 Should at any time the Contractor not maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

13.8 Contractor shall submit to County a copy of all accident reports arising out of any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor or sub-Contractor under the contract documents.

13.9 Duty To Provide Legal Defense. Contractor shall pay for and provide a legal defense for the County, which shall include attorneys' fees and costs, both of which will be done only if and when requested by the County, for all liabilities, damages, losses, and costs as described in

paragraph 13.1 above. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Section 14. COMPLIANCE WITH LAWS

14.1. Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify County and Architect/Engineer in writing. Compliance with the above laws shall include but is not limited to: (1) the Occupational Safety and Health Act, 29 CFR 1910 and 1926, respectively, General Industry Standards and Construction Industry Standards, including regulations regarding Trenching and Shoring; (2) the Florida Workers' Compensation Law, Chapter 440, Florida Statutes; (3) Rules 38F and 38I, Florida Administrative Code; and (4) Florida Department of Transportation Manual of Traffic Control and Safe Practices. Failure to adhere to the requirements of the abovenamed laws and regulations regarding safety and traffic control shall be grounds for an immediate work stoppage, either by County staff or the Contractor, until the deficiency is corrected.

14.2 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

Section 15. CLEANUP AND PROTECTIONS.

15.1. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy by County.

15.2. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work. Non-compliance with directives of this section may serve as a basis of rejection of

Application for Payment.

Section 16. ASSIGNMENT

16.1 Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward County.

Section 17. PERMITS, LICENSES AND TAXES.

17.1. All permits and licenses necessary for the prosecution of the Work shall be procured and paid for by Contractor. All permits or fees, including but not limited to, all license fees, permit fees, impact fees or inspection fees payable by Contractor to County have been disclosed to Contractor in the bidding documents or other request for proposal at the time the Project was let for bid. If Contractor performs any Work without obtaining, or contrary to, such permits or licenses, Contractor shall bear all costs arising therefrom. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.

17.2. Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

Section 18. TERMINATION FOR DEFAULT.

18.1 Contractor shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the County or Architect/Engineer or as provided for in the approved Progress Schedule; or (4) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (5) discontinues the prosecution of the Work; or (6) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (7) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (8) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (9) makes an assignment for the benefit of creditors; or (10) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (11) materially breaches any other provision of the Contract Documents.

18.2 County shall notify Contractor in writing of Contractor's default(s). If County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which County, in its sole discretion, may choose.

18.3 If County deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All

monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including Architect/Engineer and attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, shall be certified by the Architect/Engineer, upon application, and this obligation for payment shall survive termination of the Agreement.

18.4 The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

18.5 If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against County shall be the same as and limited to those afforded Contractor below under Subsection 19.1, Termination for Convenience.

18.6 If the Contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement then the County may, without prejudice to any right or remedy and after giving the Contractor and his surety, if any, seven (7) calendar days' written notice, during which period Contractor still fails to allow access, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Contractor, and may finish the project by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontract work).

Section 19. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION

19.1. County shall have the right to terminate this Agreement without cause upon seven (7) calendar days' written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

19.2. County shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time

to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

Section 20. COMPLETION

20.1. Upon receipt of written notice, the County will ascertain whether the work or designated portions thereof are ready for the Architect's substantial completion inspection. From the Architect's list of incomplete or unsatisfactory items, a schedule for the County's review will be prepared for their completion indicating such completion dates. The County will issue a Certificate of Substantial Completion when the work has been deemed substantially complete by the County.

20.2. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the County shall promptly make such inspection and, if it finds the work acceptable and fully performed under the Contract Documents, shall promptly issue a Certificate of Final Completion and Recommendation for Payment, stating that, on the basis of observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor is due and payable. The final payment shall not become due and payable until Contractor submits: (1) the Release and Affidavit in the form attached as **Exhibit D**, (2) consent of surety to final payment, (3) if required by County, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by County, (4) a published copy of the Notice of Completion as provided for in this section and (5) all required close out document as provided in the contract documents. County reserves the right to inspect the Work and make an independent determination as to the Work's acceptability. Unless and until the County is completely satisfied, the final payment shall not become due and payable.

20.3. After the Work is ready for final inspection and acceptance by the County, a legal advertisement must be published by the Contractor in a local newspaper of a general countywide circulation at least thirty (30) days before final payment shall be made. Example of such publication is as follows:

Legal Notice of Completion

Notice is hereby given that the undersigned Contractor has completed and has ready for acceptance by the Board of County Commissioners of Escambia County, Florida, the following construction project:

_____

(Project Name and Address)

_____

(Legal Name and Address - entity of the Contractor)

Subcontractors, material men, and other persons having payment claims against the Contractor relating to this project should govern themselves accordingly.

Section 21. WARRANTY

21.1. Contractor shall obtain and assign to County all express warranties given to Contractor or any subcontractors by any material men supplying materials, equipment or fixtures to be incorporated into the Project. Contractor warrants to County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within two (2) years after substantial completion and acceptance, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from County. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work, which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which County is entitled as a matter of law. The Performance Bond shall remain in full force and effect throughout the two (2) year Warranty Period.

Section 22. TESTS AND INSPECTIONS

22.1. County, Architect/Engineer, their respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide Architect/Engineer with timely notice of readiness of the Work for all required inspections, tests or approvals.

22.2. If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish Architect/Engineer the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the Architect/Engineer and County.

22.3. If any Work that is to be inspected, tested or approved is covered without written concurrence from the Architect/Engineer, such work must, if requested by Architect/Engineer, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given Architect/Engineer timely notice of Contractor's intention to cover the same and Architect/Engineer has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from Architect/Engineer, such Work must, if requested by Architect/Engineer, be uncovered for Architect/Engineer's observation and be replaced at Contractor's sole expense.

22.4. The County shall charge to Contractor and may deduct from any payments due Contractor all engineering and inspection expenses incurred by County in connection with any overtime work. Such overtime work consisting of any work during the construction period beyond the regular eight (8) hour day and for any work performed on Saturday, Sunday or holidays.

22.5. Neither observations by the Architect/Engineer nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.

22.6. Prior to payment for any Work for which testing is specified, Contractor shall provide the County a copy of reasonably acceptable test results relating to such work as required by the technical specifications of the solicitation.

Section 23. DEFECTIVE WORK

23.1. Work not conforming to the requirements of the construction plans or Contract Documents or work conforming to the construction plans or contract documents containing errors or omissions, including, but not limited to, design flaws shall be deemed defective Work. If required by County or Architect/Engineer, Contractor shall as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the defective Work has been rejected by County or Architect/Engineer, remove it from the site and replace it with undefective Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold County harmless for same.

23.2. If the County or Architect/Engineer considers it necessary or advisable that covered Work be observed by Architect/Engineer or inspected or tested by others, Contractor, at County's or Architect/Engineer's request, shall uncover, expose or otherwise make available for observation, inspection or tests as County or Architect/Engineer may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension of the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

23.3. If any portion of the Work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, County or Architect/Engineer may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of County or Architect/Engineer to stop the Work shall not give rise to any duty on the part of County or Architect/Engineer to exercise this right for the benefit of Contractor or any other party.

23.4. Should the County determine, at its sole opinion, it is in the County's best interest to accept defective Work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective Work after final payment, Contractor at the discretion of the County shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective Work or shall increase in the Work's warranty period beyond two (2) years.

23.5. If Contractor fails, within a reasonable time after the written notice from County or Architect/Engineer, to correct defective Work or to remove and replace rejected defective Work

as required by Architect/Engineer or County, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, County may, after seven (7) days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, County may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possessions of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County or Architect/Engineer, and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable County to exercise the rights and remedies under this Subsection. All direct, indirect and consequential costs of County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by County of County's rights and remedies hereunder.

Section 24. SUPERVISION AND SUPERINTENDENTS

24.1. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without prior written notice to County except under extraordinary circumstances. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. County shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause.

Section 25. PROTECTION OF WORK

25.1. Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor, or any one for whom Contractor is legally liable, is responsible for any loss or damage to the Work, or other work or materials of County or County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.

25.2. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

Section 26. EMERGENCIES

26.1. In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from County or Architect/Engineer is obligated to act to prevent threatened damage, injury or loss. Contractor shall give Architect/Engineer written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Document have been caused thereby. If the Architect/Engineer determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjacent to the Contract Amount or an extension to the Contract Time.

Section 27. USE OF PREMISES

27.1. Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

Section 28. SAFETY

28.1. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

28.1.1. All employees of the Work and other persons and/or organizations who may be affected thereby;

28.1.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and

28.1.3. Other property on Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the contract documents.

28.2 The Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by County has occurred.

28.3 The Contractor shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by the Contractor to the County.

28.4 The Contractor shall adhere at all times to the minimum safety guidelines for construction and renovation projects as set out in **Exhibit C** of this Agreement.

Section 29. PROJECT MEETINGS.

29.1. Prior to the commencement of Work, the Contractor shall attend a preconstruction conference with the County to discuss the Progress Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the Architect/Engineer or County with respect to the Project, when directed to do so by County or Architect/Engineer. Contractor shall have its subcontractors and suppliers attend all such meetings (including the preconstruction conference) as may be directed by the County or Architect/Engineer.

EXHIBIT B

PERFORMANCE AND PAYMENT BOND

BOND NO. _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

_____

_____

(Insert name, address, and phone number of contractor), as Principal, and

_____

_____,

(Insert full name, home office address and phone number of surety) as Surety, are held and firmly bound unto the Board of County Commissioners for Escambia County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, as Obligee in the sum of

_____

Dollars ($_____), for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, Principal has entered into a contract dated as of the _____ day of_____, 20____, with Obligee for Contract No._____,_____

_____

_____

(Insert name of project, including legal description, street address of property and general description of improvement) in accordance with drawings and specifications, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and

2. Pays Obligee any and all losses, damages, costs and attorneys' fees that Obligee sustains because of any default by Principal under the Contract; and

3. Performs the guarantee of all work and materials furnished under the Contract applicable to the work and materials, then this bond is void; otherwise it remains in full force; and

4. Principal understands and agrees that this bond shall remain in full force and effect throughout the two (2) year warranty period after substantial completion of the work.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a common law bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penalty sum of this Performance Bond, regardless of the number of suits that may be filed by Obligee.

IN WITNESS WHEREOF, the above parties have executed this instrument this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these premises duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

_____

_____
By:_____

Name:_____

_____
Its:_____

Witnesses as to Principal

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)
Name:_____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

ATTEST:

SURETY:_____
(Printed Name)

_____
_____
_____
(Business Address)

_____
(Authorized Signature)

_____
Witness

_____
(Printed Name)

OR

_____
Witness

_____
As Attorney In Fact (Attach Power)

_____
_____
_____
(Business Address)

_____
(Printed Name)

_____
(Telephone Number)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)

Name:_____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

BOND NO. _____

PAYMENT BOND

BY THIS BOND, We, _____
(Insert name, address and phone number of contractor)
_____ (hereinafter called the "Principal")

and _____ (hereinafter called the "Surety"),
(Insert name)
located at _____, a surety insurer
(Insert address and phone number)
chartered and existing under the laws of the State of _____ and authorized to do business

in the State of Florida, are held and firmly bound unto the Board of County Commissioners for Escambia

County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, (hereinafter called

the "County") in the sum of _____ ($_____) for

payment of which we bind ourselves, our heirs, our personal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal and County have reached a mutual agreement relating to Contract No._____

(hereinafter referred to as the "Contract") as of _____ (the bid award date for projects thereto)

for the purpose of _____
(Insert name of project, including legal description, street address of property and general description of improvement.)
_____

_____

_____

said Contract being made a part of this Bond by this reference.

NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:

1. Performs the contract dated _____, _____, between Principal and County for construction of _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays County all loses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the County sustains because of a default by Principal under the contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the County of any extension of time for the performance of the said Contract, or any other forbearance on the part of the County or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.

2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.

3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to Section 255.05, Florida Statutes.

THIS BOND DATED THE _____ DAY OF _____, 20____ (the date of issue by the Surety or by the Surety's agent and the date of such agents power-of-attorney).

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

_____

_____ By:_____

Name:_____

_____ Its:_____

Witnesses as to Principal

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____

(Signature)

Name:_____

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

ATTEST:

SURETY:_____

(Printed Name)

_____

_____

_____

Witness

(Business Address)

_____

(Authorized Signature)

_____

Witness

_____

(Printed Name)

OR

_____

_____

As Attorney In Fact (Attach Power)

_____

_____

_____

Witnesses

_____

(Business Address)

_____

(Printed Name)

_____

(Telephone Number)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____

(Signature)

Name:_____

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

EXHIBIT C
INSURANCE AND SAFETY

INSURANCE - BASIC COVERAGES REQUIRED

The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such on policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the Contract Documents, whether such services, work and operations be by the Contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The Contractor shall require, and shall be responsible for assuring throughout the time the Agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the Contractor. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the Contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The Contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The Contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The Contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations, which arise out of this agreement, contract or lease.

Workers Compensation Coverage
The Contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile And Excess Or Umbrella Liability Coverage

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies of the Insurance Services Office.
Minimum limits of $1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers Compensation Coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required
Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The Contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage
Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

Excess or Umbrella Liability Coverage
Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance
Required insurance shall be documented in Certificates of Insurance. If and when required by the County, Certificates of Insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the Certificate of Insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverages(s) indicated on each Certificate of Insurance.

New Certificates of Insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the Contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information.

1. Indicate that Escambia County is an additional insured on the general liability and business auto policies.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of $1,000.
4. Designate Escambia County as the certificate holder as follows:
   Escambia County
   Attention: Emily D. Weddington, CPPB
   Office of Purchasing
   P.O. Box 1591
   Pensacola, FL 32597-1591
   Fax (850) 595-4805
5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For Commercial General Liability coverage the Contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

ENDORSEMENTS/ADDITIONAL INSURANCE

TERMINATION/ADVERSE CHANGE ENDORSEMENT

All of Contractor's policies, except for professional liability and workers compensation insurance, are to be endorsed, and the Contractor's Certificate(s) of Insurance shall state, that the County shall be notified at least 30 days in advance of cancellation, non-renewal or adverse change.

BUILDERS RISK COVERAGE

Builders Risk insurance is to be purchased to cover subject property for all risks of loss, subject to a waiver of coinsurance, and covering off-site storage, transit and installation risks as indicated in the Installation Floater and Motor Truck Cargo insurance described hereafter, if such coverages are not separately provided.

The Builders Risk insurance is to be endorsed to cover the interests of all parties, including the County and all contractors and subcontractors. The insurance is to be endorsed to grant permission to occupy.

INSTALLATION FLOATER COVERAGE

Installation Floater insurance is to be purchased when Builder's Risk insurance is inappropriate, or when Builder's Risk insurance will not respond, to cover damage or destruction to renovations, repairs or equipment being installed or otherwise being handled or stored by the Contractor, including off-site storage, transit and installation. The amount of coverage should be adequate to provide full replacement value of the property, repairs, additions or equipment being installed, otherwise being handled or stored on or off premises. All risks coverage is preferred.

MINIMUM PROJECT SAFETY REQUIREMENTS

The following safety requirements represent the minimum condition, which shall be met by all Contractors and subcontractors performing work for Escambia County: Reported or observed violations of Federal and State laws and regulations, or County ordinances shall be brought to the attention of the County project manager and County's Department of Safety and Risk Services and shall be immediately corrected by the Contractor. Additionally, the County may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that any such stoppage will not shift responsibility for any damages from the Contractor to the County. Failure to comply with required safety procedures shall result in the suspension of the Work of the Contractor until such time as his operations are brought into compliance. Items which are not corrected or that are disputed by the Contractor may be referred by the County's Department of Safety and Risk Services for inspection or interpretation. The Contractor shall take reasonable precautions for work place safety and shall provide reasonable protection to prevent damage, injury, or loss to employees on the work site and to other persons who may be affected by the Work.

(1) Prior to the commencement of the project, the Contractor and all subcontractors shall provide to the County a written copy of their respective safety and health plans for review as part of the pre-submittal bid package.

(2) The Contractor shall establish and maintain an access control system at the work site, including a daily sign-in log, for all visitors, including County and regulatory personnel. Prior to commencement of construction, the project manager may designate specific individuals for routine access so that their duties are not impeded. All visitors that are not pre-approved for admittance shall be escorted through the project by either a Contractor representative or by the project manager or designee.

(3) The Contractor shall provide all necessary safety equipment for County staff, employees, and visitors to enter the work site. This equipment may include hard hats, hearing protection, safety glasses, or any other safety items deemed necessary by the Contractor or required by State or Federal safety regulations.

(4) Construction vehicles on the work site shall always be operated in a safe manner. The Contractor shall take appropriate action to ensure the safety of County staff, visitors, and the general public while operating work vehicles at a "controlled" construction site. Where conditions warrant, or at the request of the County, temporary barriers shall also be established for these traffic areas.

(5) The Contractor shall prominently mark the work site and ensure its security. Site security shall include appropriate fencing, barricades, warning tape, covered walkways and warning signs. In no instance shall a work site be accessible, without obvious warning, to County staff, visitors, or the general public. At a minimum, the project site shall be posted with the appropriate trespass warning signs as specified in Section 810.09(2)(d), Florida Statutes: THIS AREA IS A DESIGNATED CONSTRUCTION SITE; ANYONE TRESPASSING ON THIS PROPERTY SHALL, UPON CONVICTION, BE GUILTY OF A FELONY; "A DANGER, CONSTRUCTION SITE. AUTHORIZED PERSONNEL ONLY," and other general safety warning signs, i.e., "HARD HAT AREA," as are deemed

necessary by the Contractor and project manager.

(6) In the event barricading of a work site is not feasible, alternative measures may be used upon prior approval by the County safety Office. Alternative measures may include, but are not limited to, working during "off 'hours such as nights, weekends, or holidays, or the providing of temporary accommodations for building occupants (to be prearranged, if necessary, at the discretion of the County).

(7) The Contractor shall ensure compliance with all fire safety codes at the work site, especially as to egress, during the construction phase of an occupied facility. In no instance, (except where impractical and with the prior approval of the County's Department of Safety and Risk Services and the appropriate life safety code inspector), shall the life safety code components of an occupied facility be reduced or otherwise compromised.

A set of these construction plans, with a signature of approval by the appropriate life safety code inspector, shall be kept at each construction site and available for routine inspection. The Contractor shall communicate with each subcontractor and County's Department of Safety and Risk Services as to scheduling of events that may pose hazards or inconveniences to building occupants. The Contractor shall also ensure that appropriate scheduling information is also conveyed to the project manager.

- When a project alters a building's fire protection compartment features, such as fire barriers, smoke barriers, or corridor walls, exits must provide free and unobstructed egress. Employees shall receive notice if any alternative exits have been designated. Buildings or areas under construction must maintain escape egress for construction workers at all times. These means of egress shall be inspected daily by the Contractor.

- When a project affects fire alarms, fire detection, or fire suppression systems, of a building that is occupied, the Contractor must ensure that such systems are not functionally impaired. Any temporary systems, which are installed, must be inspected and tested monthly by the Contractor. Employees must be notified when such temporary systems are in place.

- When any sources of ignition are present, such as welding torches, smoking by all persons shall be prohibited on any construction site and in any County facility.

(8) Noise, dust, and the use of chemical products may create inside health hazards at the work site to building occupants requiring that the Contractor to adhere to the following guidelines at a minimum:

(a) The Contractor shall initiate construction and engineering safety controls to minimize exposure of dusts, noise, and chemical odors to building occupants. These controls may involve the construction or use of temporary walls, plastic barriers, mechanical ventilation, elimination of make-up air returns from work

areas, pressurizing occupied areas, or a combination of several methods. The Contractor shall coordinate all such engineering efforts with the project manager, and these control measures shall require prior approval by the County's Department of Safety and Risk Services. In cases where these efforts may not be feasible, alternative work schedules on evenings and weekends may be instituted as a part of this process.

(b) Material Safety Data Sheets (MSDS) shall be provided to the County's Department of Safety and Risk Services for all hazardous substances used on the project or brought on the job site. These products include, but are not limited to, paints, solvents, roofing compounds, and cleaning compounds.

(c) Appropriate precautions shall be taken to prevent occupant exposure to hazardous respirable dusts, contaminants, and fumes from welding, cutting, or drilling of concrete and masonry, or the operation of internal combustion engines. The Contractor shall also determine whether respirable crystalline silica, which is a potential carcinogen contained in many building products, is present at the work site. Control of dusts from these types of products and operations shall be an essential safety requirement for the Contractor.

(d) The Contractor should be aware of other buildings adjacent to his work areas and shall be prepared to take necessary actions to prevent the spread of dusts and fumes to those facilities.

(9) The Contractor shall ensure that all emergency notifications, including those for fires and medical needs, shall be promptly made by dialing County 911 dispatchers. The Caller should state the exact location of the work site emergency, the nature of the emergency, and specifically indicate if medical or fire services are needed.

(10) The Contractor agrees and understands that all County construction/renovation sites shall be subject to periodic inspection by life safety code inspectors, Florida Department of Labor and Employment Security, Division of Safety, Occupational Safety and Health Administration, Florida Department of Environmental Protection, Environmental Protection Agency, and other Federal, State, or County regulatory agencies.

(11) The Contractor shall provide adequate refuse containers for the disposal of construction debris. Refuse shall not be allowed to accumulate on the project site grounds, and the Contractor shall ensure that these containers are subsequently emptied on a regular basis.

(12) Water runoff and soil erosion from the project site shall be controlled by the Contractor pursuant to the regulations of the Florida Department of Environmental Protection.

(13) Water-based paint and stain products shall be used by the Contractor in the place of solvent-based products where the application so permits. Use of organic solvent-based products shall be used only where absolutely necessary and with the prior approval of the

project manager. Lead-containing paints shall not be normally used or specified for any application. If the use of lead-containing paint is essential for a specific application, prior written approval from the County's Department of Safety and Risk Services shall be obtained before their use.

(14) The use of any products containing toxic metals, especially those regulated by Resource Conservation and Recovery Act (RCRA), (i.e. lead, chromium, barium, silver, arsenic, cadmium, mercury, selenium), on the work site shall be avoided. Prior written approval for use of these metals shall be obtained by the Contractor from the County's Department of Safety and Risk Services.

(15) The use of any radioactive materials by the Contractor on project sites shall require pre-approval. Copies of appropriate certifications, licenses, testing, and inspection records shall be provided by the Contractor to the project manager and County's Department of Safety and Risk Services for review.

(16) The County contracts out the identification and abatement of asbestos containing building materials. Asbestos abatement can only be performed by state licensed asbestos abatement contractors. General contractors, therefore, shall not be authorized to remove or disturb any asbestos containing materials. Although efforts are made to identify or remove such asbestos containing materials prior to renovations, the possibility exists that asbestos materials may be encountered at a work site. If so, Contractors who encounter such materials shall immediately stop work and notify the project manager ~~or~~ and the County's Department of Safety and Risk Services.

(17) The above-cited guidelines represent minimum expectations and actions, which shall be taken by Contractors while under contract for County construction and renovation projects. These guidelines are not all inclusive and will be revised as necessary. In the event these guidelines conflict with other contract documents, the most stringent application shall apply. Any questions or disputes should be brought to the immediate attention of the project manager and County's Department of Safety and Risk Services.

EXHIBIT D
RELEASE AND AFFIDAVIT

COUNTY OF ESCAMBIA)
)
STATE OF FLORIDA)

Before me, the undersigned authority, personally appeared _____, who after being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of $_____ paid, _____ ("Contractor") releases and waives for itself and its subcontractors, materialmen, successors and assigns, all claims demands, costs and expenses, whether in contract or in tort, against the Board of County Commissioners of Escambia County, Florida, ("County") relating in any way to the performance of the Agreement between Contractor and County dated _____, 20____, for the period from _____ to _____.

(2) Contractor certifies for itself and its subcontractors, materialmen, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which County might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

(3) Contractor agrees to indemnify, defend and save harmless County from all demands or suits, actions, claims of liens or other charges filed or asserted against the County arising out of the performance by Contractor of the Work covered by this Release and Affidavit.

(4) This Release and Affidavit is given in connection with Contractor's (monthly/final) Application for Payment No. _____.

CONTRACTOR:

_____

By:_____
Its:_____ President

_____
Witness

Date:_____

_____
Witness

[Corporate Seal]

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)

Name:_____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any:_____

EXHIBIT E

FORM OF CONTRACT APPLICATION FOR PAYMENT

- AIA DOCUMENT #G702, 1992 EDITION
- AIA DOCUMENT #G703, 1992 EDITION

EXHIBIT F
CONSTRUCTION CHANGE ORDER

Change Order Number _____ Contract Number PD _____
Date: _____ Dated _____ _____

To: _____
_____
_____
_____

Project Name: _____
You hereby are authorized and directed to make the following changes in accordance with terms and conditions of the Agreement:
Describe changes here;

	Dollars	Time in Calendar Days
Original Contract Amount	**$**_____	_____
Sum of Previous Changes	**$**_____	_____
This Change Order	**$**_____	_____

Adjusted Agreement Amount	**$**_____	_____

The contract substantial completion date will be **increased/decreased** by ___ calendar days due to this Change Order. The new contract substantial completion date is _____. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement indicated above, as fully as if the same were repeated in this acceptance.

The adjustment, if any, to this Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay cost.

The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a $25,000.00 or greater value Change Order.
 Check if applicable and provide written confirmation from the bonding company/agent (attorney-in-

fact) that the amount of the Performance and Payment bonds have been adjusted to 100% of the new contract amount.

Accepted: _____, 20___

By: _____

Contractor

By: _____

Architect

By: _____

Owner

Public Notice of Recommended Award

Bid Tabulation	**Solicitation Number:** PD 17-18.087 **Solicitation Name:** Clerk of the Courts IT Modifications MC Blanchard								
Bid Opening Time: 10:00 a.m. CDT **Bid Opening Date:** 9/27/2018 **Bid Opening Location:** Rm 11.407 **Name of Bidder(s)**	Bid Form Completed & Signed	Bid Bond or Check	Certificate of Authority to do Business in the State of Florida	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corportation ID	Acknowledgement of Addenda	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes	Bid Total	
Birkshire Johnstone, LLC	Y	Bond	Y	Y	Y	N/A	Y	$88,800.00	

Bids Opened By:	Emily D. Weddington, Purchasing Coordinator	**Date:**	9/27/2018	**Status:**	
Bids Tabulated By:	Emily D. Weddington, Purchasing Coordinator	**Date:**	9/27/2018	Recommend Award	
Bids Witnessed By:	Karissa Dykes, Purchasing Office Assistant	**Date:**	9/27/2018	**CAR Date:** 11/1/2018	**BOCC Date:** 11/01/2018

Purchasing Manager/Designee recommends to the BOCC: That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida and Birkshire Johnstone, LLC, per the terms and conditions of PD 17-18.087, Clerk of the Courts IT Modifications MC Blanchard in the amount of $88,800.00.

Pursuant to Section 119.07(3)(M), Florida Statute, all document relating to this tabulation are available for public inspection and copying at the Office of Purchasing.

Notes:

Posted: 9:30 a.m. CDT on 10/12/2018

Form Completed By: EDW

RECOMMENDATION TO AWARD DETERMINATION CHECKLIST
(EXHIBIT 1 TO TABULATION SHEET)

SECTION 1 **- GENERAL INFORMATION SECTION -**

Description: Clerk of the Courts IT Modifications MC Blanchard

Bid Number: PD 17-18.087

Opening Date/Time: September 27, 2018

Purchasing Agent: Emily D. Weddington

Client Department: Facilities Management Dept. Director/Designee: George Bush

Protest Information:

Note: Purchasing will advise of any Protest(s)

Requisition #:

Fund #: 001 Fund Title: GENERAL

Cost Center #: 310204 Cost Center Title: FACILITIES PRIORITY ONE

Object Code #: 56201 Object Code Title: BUILDINGS

Background/Attachments/S.O.W. included w/Requisition for Preparing Recommendation ◯ Yes ◯ No
Note: Attachments to Requisition shall Reference PD # 0

Comments Applicable to General Information Section:

SECTION 2 **- RECOMMENDED AWARD SECTION -** **(See Attached Tab Sheet)**

Recommendation to the BCC: (See Attached Tabulation Sheet for Pre-Award Compliance)
AWARD BIRKSHIRE JOHNSTONE, LLC. THE CONTRACT FOR $ 88,800.00

Unit Price Extensions Checked by:

(Signature) _____ (Date) _____
Note: Have Extensions Checked by Consultant and Confirm to Purchasing Agent after Opening.

Corrections to Unit Price Extension(s) Description:

Comments/Questions as to Responsiveness and Responsibility for Apparent Low Bidder
Purchasing ☐ Yes ☐ No Client Department ☐ Yes ☐ No
If Yes, Please Document in Space Provided:

SECTION 3 **-CLIENT DEPARTMENT & OFFICE OF PURCHASING APPROVALS - FOR RECOMMENDED AWARD SECTION**

Department Director/Designee Approval: _____
(Signature)

Note: Fax Immediately to Director or Designee if not at Public Opening.

Purchasing Manager/Designee Approval: _____
(Signature)

Note 1: The Office Of Purchasing prepares recommendations for contract award through the County Administrator's Report. (CAR).

Note 2: Recommendations after contract award, typically Contract Administration matters such as amendments, change orders, assignments, and task are to be prepared by the Department. Add-on Recommendations will require the approval of the Purchasing Manager (or his designee) and the Director of Administrative Services (or her designee).

F0125

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15018 **County Administrator's Report 13. 15.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 11/01/2018
Issue: Contract Award for Re-Solicit Special Magistrate
From: Paul Nobles, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Contract Award for Re-Solicit Special Magistrate - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action concerning the Agreement for Special Magistrate, PD 17-18.077, Re-Solicit Special Magistrate:

A. Award, and authorize the Chairman to sign, Continuing Contracts to John B. Trawick, P.L.L.C., Farrar Law Firm, P.A. and Robert O. Beasley, P.A., per the terms and conditions of PD 17-18.077, Re-Solicit Special Magistrate, based on the following fees:

1. Special Magistrate, in the amount of $155 per hour; and

2. Paralegal in the amount of $75 per hour; and

B. Authorize the Department(s), in conjunction with the Office of Purchasing to issue Purchase Orders as required.

[Funding: Fund 103, Code Enforcement Fund, Cost Center 290101, Object Code 53101]

BACKGROUND:

Request for Proposals, PD 17-18.077, Re-Solicit Special Magistrate was publicly noticed on June 4, 2018, to eight known firms. Responses were received June 14, 2018 from three firms. The Proposal Review Committee met on June 19, 2018 to review the proposals. Proposals were accepted from all three firms. The representatives of John B. Trawick, P.L.L.C., Farrar Law Firm, P.A. and Robert O. Beasley, P.A. agreed to the same hourly rates and are recommended by the Proposal Review Committee for award of the Agreement.

BUDGETARY IMPACT:

Fund 103, Code Enforcement Fund, Cost Center 290101, Object Code 53101

LEGAL CONSIDERATIONS/SIGN-OFF:

Agreements prepared by Kristin Hual, Senior Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Copntracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Agrement and associated Purchase Orders.

Attachments

Register of Submitters

Agreement Special Magistrate, John B. Trawick

Agreement Special Magistrate, Farrar Law Firm

Agreement Special Magistrate, Robert O. Beasley

REGISTER OF SUBMITTERS

Solicitation # PD 17-18.077, RE-Solicit Request for Letters of Interest Special Magistrate

RLI due Date & Time: June 14, 2018 by 2:00 p.m., CDT

COMPANY NAME	PHONE NUMBER	CONTACT PERSON	EMAIL ADDRESS
John P. Trawick PLLC	850-476-0495	John P. Trawick	john@JBTrawicklaw.com
Litvak Beasley Wilson & Ball Attorneys at Law	850-432-9818	Robert O'Beasley	rob@lawpensacola.com
Farrar Law Firm	850-434-8904	Gregory P. Farrar	greg@farrarlawfirm.com

SUBMITTALS RECEIVED BY: Paul Nobles, CPPO, CPPB, Purchasing Manager DATE: June 14, 2018

Noticed 06/14/18

PRN

AGREEMENT FOR SPECIAL MAGISTRATE (PD 17-18.077)

THIS AGREEMENT is made and entered into by and between 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, and John B. Trawick, P.L.L.C., FEI/EIN Number 81-4718282 (hereinafter referred to as "Special Magistrate"), with a principal address of 139 East Government Street, Pensacola, FL 32502 (each at times being referred to as "Party" or "Parties").

WITNESSETH:

WHEREAS, the County issued a Request for Letters of Interest seeking the services of Special Magistrates (PD 17-18.077) on an as-needed basis; and

WHEREAS, in response to the solicitation, the Special Magistrate submitted a response demonstrating that the Special Magistrate was qualified to provide such services; and

WHEREAS, the County desires to enter into an agreement for the provision of such services as provided herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, County and Special Magistrate agree as follows:

ARTICLE 1
DEFINITIONS

1.1 **County Administrator.** The term "Administrator" as used herein is intended to mean the County Administrator of the Escambia County Government or designee. The Administrator is the administrative head of all departments of the County Government. In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Administrator or designee.

1.2 **Board of County Commissioners.** The term "Board of County Commissioners" as used herein is intended to mean the Board of County Commissioners of Escambia County, Florida, which is the governing body of the Escambia County Government.

1.3 **Escambia County.** The term "County" as used herein is intended to mean Escambia County, a political subdivision of the State of Florida.

1.4 **Special Magistrate.** The term "Special Magistrate" as used herein is intended to mean the party to this Agreement, who will function in a quasi-judicial capacity and shall be subject to the same duties, rights and immunities as other judicial officers, including the duty to operate independently and impartially and to exercise discretion in formulating orders within the parameters of the jurisdiction granted. **John B. Trawick** is selected to perform the services of Special Magistrate pursuant to this Agreement, and **John B. Trawick** is a member of the Florida Bar, in good standing, and has no less than five (5) years practice experience, which includes courtroom and administrative hearing experience.

ARTICLE 2
SCOPE OF SERVICES

2.1 The Special Magistrate hereby agrees to perform the services as outlined in Escambia County's Request for Letters of Interest for Special Magistrate (RLI), Specification Number PD 17-18.077, and as further provided in this Agreement. In the event of any conflict between the terms of the RLI and this Agreement, the terms of this Agreement shall prevail.

2.2 The Special Magistrate agrees to perform the functions specifically set forth in Chapter 30, Article II, Sec. 30-31 through 30-38, Escambia County Code of Ordinances, to include conducting hearings relating to violations of county codes and ordinances.

2.3 The Special Magistrate agrees to perform the functions specifically set forth in Chapter 10, Article I, Sec. 10-14, Escambia County Code of Ordinances, to include conducting hearings relating to dangerous dog determinations.

2.4 The County hereby agrees to cooperate expeditiously and provide necessary administrative staff as may be reasonably required for the proper performance of the Special Magistrate's duties.

ARTICLE 3
COMPENSATION AND METHOD OF PAYMENT

3.1 The County shall pay the Special Magistrate a fee of One Hundred and Fifty-Five Dollars ($155.00) per hour for the performance of the Special Magistrate's duties and a fee of Seventy-Five Dollars ($75.00) per hour for the performance of any paralegal services as may be reasonably required for the proper performance of the Special Magistrate's duties. The aforementioned hourly fees include all costs and expenses. The volume of services required each month may fluctuate, and no minimum amount will be guaranteed during the term of this Agreement.

3.2 The Special Magistrate may request payment from the County on a monthly basis by the submission of a properly executed invoice. Invoices shall reflect the time, place, date, duration, and parties as to each hearing and shall reflect the number of hours expended for each such hearing. Invoices shall be submitted in duplicate to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

ARTICLE 4
CHANGES IN SCOPE OF WORK

The County or the Special Magistrate may request changes that would increase, decrease, or otherwise modify the scope of the services to be provided under this Agreement. Any such changes to the scope of services or method of compensation must be agreed upon in writing in a document of equal dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any extra work. Such changes when properly executed shall become an Amendment to this Agreement.

ARTICLE 5
MISCELLANEOUS

5.1 Term. The term of this Agreement shall commence upon the date last executed and continue for a term of twelve (12) months. Upon mutual agreement of the parties, the term may be renewed for up to two (2) additional twelve (12) month terms. The total duration of this Agreement, including the exercise of all options to renew will not exceed the duration of thirty-six (36) months.

5.2 Termination. The County retains the right to terminate this Agreement immediately for cause at any time during the term of the Agreement. This Agreement may be terminated for convenience by either party upon providing thirty (30) days' prior written notice of such termination to the non-terminating party. In the event of termination by either party as provided herein, the Special Magistrate shall be paid for services performed to the date of termination.

5.3 Assignment. This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by the Special Magistrate without the prior written consent of County. However, the Agreement shall run to the County and its successors.

5.4 All Prior Agreements Superseded. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

5.5 Independent Contractor Status. In the performance of this Agreement hereunder, the Special Magistrate is an independent contractor and shall not be construed as an employee of the County. The Special Magistrate shall not hold himself out as an employee, agent, or servant of the County; and the Special Magistrate shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

5.6 Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

ESCAMBIA COUNTY:	SPECIAL MAGISTRATE:
County Administrator	John B. Trawick, P.L.L.C.
221 Palafox Place, Suite 420	139 East Government Street
Pensacola, Florida 32502	Pensacola, FL 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time

to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days' prior written notice of the address change.

5.7 Conflict of Interest. The Special Magistrate affirms that his retention shall not result in an actual or potential conflict of interest with any party who may be affected by the award of this contract. Should any potential or existing conflict be known by the Special Magistrate, said Special Magistrate must specify the party with whom the conflict exists or might arise, the nature of the conflict, and whether the Special Magistrate would or would not step aside or resign from that engagement or representation creating the conflict. Special Magistrate shall not act as counsel to any third party or as an expert witness in any lawsuit in which the County is named as an adverse party.

5.8 Indemnification. The Special Magistrate shall indemnify and hold harmless Escambia County, its elected and appointed officials, employees, volunteers, representative and agents for any and all claims, suits, actions, damages, liability and expenses arising from or relating to any wrongful act or omission, whether or not the same constitutes a breach of this Agreement or is committed in the course of performing the duties hereunder, including but not limited to those acts or omissions which are considered defamatory, libelous, discriminatory, or otherwise unlawful under applicable laws and any act or omission relating to the Special Magistrate's failure to maintain required insurance or to properly report or pay any applicable federal, state or local fees or taxes.

5.9 Insurance. During the term of this Agreement, the Special Magistrate shall procure and maintain, at its sole expense, the following insurance:

(a) Commercial General Liability, Form 1, with $1,000,000 minimum per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.

(b) Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Professional Liability with $1,000,000 per occurrence minimum limit.

(d) Florida statutory workers' compensation.

It is understood and agreed by the parties that in the event that the Special Magistrate is affiliated with a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Special Magistrate agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591 prior to commencement of work hereunder. Certificates shall reflect

the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

5.10 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.

5.11 Public Records. The Special Magistrate 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. The Special Magistrate shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. The Special Magistrate shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, the Special Magistrate agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Special Magistrate fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after providing seven (7) days' written notice, during which period the Special Magistrate still fails to allow access to such documents, terminate the contract.

IF THE SPECIAL MAGISTRATE 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

5.12 Compliance with Laws. The Special Magistrate agrees to comply with all federal, state, and local laws, codes, statutes, ordinances, rules, regulations and requirements related to the performance of this Agreement.

5.13 Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Jeff Bergosh, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

Date: _____

By: _____
Deputy Clerk
(SEAL)

BCC Approved: _____

SPECIAL MAGISTRATE:
JOHN B. TRAWICK, P.L.L.C.

By: _____
John B. Trawick

Date: _____

_____
Witness

_____
Witness

Approved as to form and legal sufficiency.
By/Title: _____
Date: 10/25/18

AGREEMENT FOR SPECIAL MAGISTRATE (PD 17-18.077)

THIS AGREEMENT is made and entered into by and between 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, and Farrar Law Firm, P.A., FEI/EIN Number 59-2963956 (hereinafter referred to as "Special Magistrate"), with a principal address of 109 North Palafox Street, Pensacola, FL 32502 (each at times being referred to as "Party" or "Parties").

WITNESSETH:

WHEREAS, the County issued a Request for Letters of Interest seeking the services of Special Magistrates (PD 17-18.077) on an as-needed basis; and

WHEREAS, in response to the solicitation, the Special Magistrate submitted a response demonstrating that the Special Magistrate was qualified to provide such services; and

WHEREAS, the County desires to enter into an agreement for the provision of such services as provided herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, County and Special Magistrate agree as follows:

ARTICLE 1
DEFINITIONS

1.1 **County Administrator.** The term "Administrator" as used herein is intended to mean the County Administrator of the Escambia County Government or designee. The Administrator is the administrative head of all departments of the County Government. In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Administrator or designee.

1.2 **Board of County Commissioners.** The term "Board of County Commissioners" as used herein is intended to mean the Board of County Commissioners of Escambia County, Florida, which is the governing body of the Escambia County Government.

1.3 **Escambia County.** The term "County" as used herein is intended to mean Escambia County, a political subdivision of the State of Florida.

1.4 **Special Magistrate.** The term "Special Magistrate" as used herein is intended to mean the party to this Agreement, who will function in a quasi-judicial capacity and shall be subject to the same duties, rights and immunities as other judicial officers, including the duty to operate independently and impartially and to exercise discretion in formulating orders within the parameters of the jurisdiction granted. **Gregory P. Farrar** is selected to perform the services of Special Magistrate pursuant to this Agreement, and **Gregory P. Farrar** is a member of the Florida Bar, in good standing, and has no less than five (5) years practice experience, which includes courtroom and administrative hearing experience.

ARTICLE 2
SCOPE OF SERVICES

2.1 The Special Magistrate hereby agrees to perform the services as outlined in Escambia County's Request for Letters of Interest for Special Magistrate (RLI), Specification Number PD 17-18.077, and as further provided in this Agreement. In the event of any conflict between the terms of the RLI and this Agreement, the terms of this Agreement shall prevail.

2.2 The Special Magistrate agrees to perform the functions specifically set forth in Chapter 30, Article II, Sec. 30-31 through 30-38, Escambia County Code of Ordinances, to include conducting hearings relating to violations of county codes and ordinances.

2.3 The Special Magistrate agrees to perform the functions specifically set forth in Chapter 10, Article I, Sec. 10-14, Escambia County Code of Ordinances, to include conducting hearings relating to dangerous dog determinations.

2.4 The County hereby agrees to cooperate expeditiously and provide necessary administrative staff as may be reasonably required for the proper performance of the Special Magistrate's duties.

ARTICLE 3
COMPENSATION AND METHOD OF PAYMENT

3.1 The County shall pay the Special Magistrate a fee of One Hundred and Fifty-Five Dollars ($155.00) per hour for the performance of the Special Magistrate's duties and a fee of Seventy-Five Dollars ($75.00) per hour for the performance of any paralegal services as may be reasonably required for the proper performance of the Special Magistrate's duties. The aforementioned hourly fees include all costs and expenses. The volume of services required each month may fluctuate, and no minimum amount will be guaranteed during the term of this Agreement.

3.2 The Special Magistrate may request payment from the County on a monthly basis by the submission of a properly executed invoice. Invoices shall reflect the time, place, date, duration, and parties as to each hearing and shall reflect the number of hours expended for each such hearing. Invoices shall be submitted in duplicate to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

ARTICLE 4
CHANGES IN SCOPE OF WORK

The County or the Special Magistrate may request changes that would increase, decrease, or otherwise modify the scope of the services to be provided under this Agreement. Any such changes to the scope of services or method of compensation must be agreed upon in writing in a document of equal dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any extra work. Such changes when properly executed shall become an Amendment to this Agreement.

ARTICLE 5
MISCELLANEOUS

5.1 Term. The term of this Agreement shall commence upon the date last executed and continue for a term of twelve (12) months. Upon mutual agreement of the parties, the term may be renewed for up to two (2) additional twelve (12) month terms. The total duration of this Agreement, including the exercise of all options to renew will not exceed the duration of thirty-six (36) months.

5.2 Termination. The County retains the right to terminate this Agreement immediately for cause at any time during the term of the Agreement. This Agreement may be terminated for convenience by either party upon providing thirty (30) days' prior written notice of such termination to the non-terminating party. In the event of termination by either party as provided herein, the Special Magistrate shall be paid for services performed to the date of termination.

5.3 Assignment. This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by the Special Magistrate without the prior written consent of County. However, the Agreement shall run to the County and its successors.

5.4 All Prior Agreements Superseded. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

5.5 Independent Contractor Status. In the performance of this Agreement hereunder, the Special Magistrate is an independent contractor and shall not be construed as an employee of the County. The Special Magistrate shall not hold himself out as an employee, agent, or servant of the County; and the Special Magistrate shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

5.6 Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

ESCAMBIA COUNTY:	SPECIAL MAGISTRATE:
County Administrator	Farrar Law Firm, P.A.
221 Palafox Place, Suite 420	109 North Palafox Street
Pensacola, Florida 32502	Pensacola, FL 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time

to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days' prior written notice of the address change.

5.7 Conflict of Interest. The Special Magistrate affirms that his retention shall not result in an actual or potential conflict of interest with any party who may be affected by the award of this contract. Should any potential or existing conflict be known by the Special Magistrate, said Special Magistrate must specify the party with whom the conflict exists or might arise, the nature of the conflict, and whether the Special Magistrate would or would not step aside or resign from that engagement or representation creating the conflict. Special Magistrate shall not act as counsel to any third party or as an expert witness in any lawsuit in which the County is named as an adverse party.

5.8 Indemnification. The Special Magistrate shall indemnify and hold harmless Escambia County, its elected and appointed officials, employees, volunteers, representative and agents for any and all claims, suits, actions, damages, liability and expenses arising from or relating to any wrongful act or omission, whether or not the same constitutes a breach of this Agreement or is committed in the course of performing the duties hereunder, including but not limited to those acts or omissions which are considered defamatory, libelous, discriminatory, or otherwise unlawful under applicable laws and any act or omission relating to the Special Magistrate's failure to maintain required insurance or to properly report or pay any applicable federal, state or local fees or taxes.

5.9 Insurance. During the term of this Agreement, the Special Magistrate shall procure and maintain, at its sole expense, the following insurance:

(a) Commercial General Liability, Form 1, with $1,000,000 minimum per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.

(b) Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Professional Liability with $1,000,000 per occurrence minimum limit.

(d) Florida statutory workers' compensation.

It is understood and agreed by the parties that in the event that the Special Magistrate is affiliated with a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Special Magistrate agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591 prior to commencement of work hereunder. Certificates shall reflect

the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

5.10 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.

5.11 Public Records. The Special Magistrate 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. The Special Magistrate shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. The Special Magistrate shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, the Special Magistrate agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Special Magistrate fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after providing seven (7) days' written notice, during which period the Special Magistrate still fails to allow access to such documents, terminate the contract.

IF THE SPECIAL MAGISTRATE 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

5.12 Compliance with Laws. The Special Magistrate agrees to comply with all federal, state, and local laws, codes, statutes, ordinances, rules, regulations and requirements related to the performance of this Agreement.

5.13 Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Jeff Bergosh, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

Date: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

SPECIAL MAGISTRATE:
FARRAR LAW FIRM, P.A.

By: _____
Gregory P. Farrar

_____
Witness

Date: _____

_____
Witness

Approved as to form and legal sufficiency.
By/Title: _____
Date: 10/25/18

AGREEMENT FOR SPECIAL MAGISTRATE (PD 17-18.077)

THIS AGREEMENT is made and entered into by and between 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, and Robert O. Beasley, P.A., FEI/EIN Number 59-3690551 (hereinafter referred to as "Special Magistrate"), with a principal address of 226 East Government Street, Pensacola, FL 32502 (each at times being referred to as "Party" or "Parties").

WITNESSETH:

WHEREAS, the County issued a Request for Letters of Interest seeking the services of Special Magistrates (PD 17-18.077) on an as-needed basis; and

WHEREAS, in response to the solicitation, the Special Magistrate submitted a response demonstrating that the Special Magistrate was qualified to provide such services; and

WHEREAS, the County desires to enter into an agreement for the provision of such services as provided herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, County and Special Magistrate agree as follows:

ARTICLE 1
DEFINITIONS

1.1 **County Administrator.** The term "Administrator" as used herein is intended to mean the County Administrator of the Escambia County Government or designee. The Administrator is the administrative head of all departments of the County Government. In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Administrator or designee.

1.2 **Board of County Commissioners.** The term "Board of County Commissioners" as used herein is intended to mean the Board of County Commissioners of Escambia County, Florida, which is the governing body of the Escambia County Government.

1.3 **Escambia County.** The term "County" as used herein is intended to mean Escambia County, a political subdivision of the State of Florida.

1.4 **Special Magistrate.** The term "Special Magistrate" as used herein is intended to mean the party to this Agreement, who will function in a quasi-judicial capacity and shall be subject to the same duties, rights and immunities as other judicial officers, including the duty to operate independently and impartially and to exercise discretion in formulating orders within the parameters of the jurisdiction granted. **Robert O. Beasley** is selected to perform the services of Special Magistrate pursuant to this Agreement, and **Robert O. Beasley** is a member of the Florida Bar, in good standing, and has no less than five (5) years practice experience, which includes courtroom and administrative hearing experience.

ARTICLE 2
SCOPE OF SERVICES

2.1 The Special Magistrate hereby agrees to perform the services as outlined in Escambia County's Request for Letters of Interest for Special Magistrate (RLI), Specification Number PD 17-18.077, and as further provided in this Agreement. In the event of any conflict between the terms of the RLI and this Agreement, the terms of this Agreement shall prevail.

2.2 The Special Magistrate agrees to perform the functions specifically set forth in Chapter 30, Article II, Sec. 30-31 through 30-38, Escambia County Code of Ordinances, to include conducting hearings relating to violations of county codes and ordinances.

2.3 The Special Magistrate agrees to perform the functions specifically set forth in Chapter 10, Article I, Sec. 10-14, Escambia County Code of Ordinances, to include conducting hearings relating to dangerous dog determinations.

2.4 The County hereby agrees to cooperate expeditiously and provide necessary administrative staff as may be reasonably required for the proper performance of the Special Magistrate's duties.

ARTICLE 3
COMPENSATION AND METHOD OF PAYMENT

3.1 The County shall pay the Special Magistrate a fee of One Hundred and Fifty-Five Dollars ($155.00) per hour for the performance of the Special Magistrate's duties and a fee of Seventy-Five Dollars ($75.00) per hour for the performance of any paralegal services as may be reasonably required for the proper performance of the Special Magistrate's duties. The aforementioned hourly fees include all costs and expenses. The volume of services required each month may fluctuate, and no minimum amount will be guaranteed during the term of this Agreement.

3.2 The Special Magistrate may request payment from the County on a monthly basis by the submission of a properly executed invoice. Invoices shall reflect the time, place, date, duration, and parties as to each hearing and shall reflect the number of hours expended for each such hearing. Invoices shall be submitted in duplicate to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

ARTICLE 4
CHANGES IN SCOPE OF WORK

The County or the Special Magistrate may request changes that would increase, decrease, or otherwise modify the scope of the services to be provided under this Agreement. Any such changes to the scope of services or method of compensation must be agreed upon in writing in a document of equal dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any extra work. Such changes when properly executed shall become an Amendment to this Agreement.

ARTICLE 5
MISCELLANEOUS

5.1 Term. The term of this Agreement shall commence upon the date last executed and continue for a term of twelve (12) months. Upon mutual agreement of the parties, the term may be renewed for up to two (2) additional twelve (12) month terms. The total duration of this Agreement, including the exercise of all options to renew will not exceed the duration of thirty-six (36) months.

5.2 Termination. The County retains the right to terminate this Agreement immediately for cause at any time during the term of the Agreement. This Agreement may be terminated for convenience by either party upon providing thirty (30) days' prior written notice of such termination to the non-terminating party. In the event of termination by either party as provided herein, the Special Magistrate shall be paid for services performed to the date of termination.

5.3 Assignment. This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by the Special Magistrate without the prior written consent of County. However, the Agreement shall run to the County and its successors.

5.4 All Prior Agreements Superseded. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

5.5 Independent Contractor Status. In the performance of this Agreement hereunder, the Special Magistrate is an independent contractor and shall not be construed as an employee of the County. The Special Magistrate shall not hold himself out as an employee, agent, or servant of the County; and the Special Magistrate shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

5.6 Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

ESCAMBIA COUNTY:	SPECIAL MAGISTRATE:
County Administrator	Robert O. Beasley, P.A.
221 Palafox Place, Suite 420	226 East Government Street
Pensacola, Florida 32502	Pensacola, FL 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time

to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days' prior written notice of the address change.

5.7 Conflict of Interest. The Special Magistrate affirms that his retention shall not result in an actual or potential conflict of interest with any party who may be affected by the award of this contract. Should any potential or existing conflict be known by the Special Magistrate, said Special Magistrate must specify the party with whom the conflict exists or might arise, the nature of the conflict, and whether the Special Magistrate would or would not step aside or resign from that engagement or representation creating the conflict. Special Magistrate shall not act as counsel to any third party or as an expert witness in any lawsuit in which the County is named as an adverse party.

5.8 Indemnification. The Special Magistrate shall indemnify and hold harmless Escambia County, its elected and appointed officials, employees, volunteers, representative and agents for any and all claims, suits, actions, damages, liability and expenses arising from or relating to any wrongful act or omission, whether or not the same constitutes a breach of this Agreement or is committed in the course of performing the duties hereunder, including but not limited to those acts or omissions which are considered defamatory, libelous, discriminatory, or otherwise unlawful under applicable laws and any act or omission relating to the Special Magistrate's failure to maintain required insurance or to properly report or pay any applicable federal, state or local fees or taxes.

5.9 Insurance. During the term of this Agreement, the Special Magistrate shall procure and maintain, at its sole expense, the following insurance:

(a) Commercial General Liability, Form 1, with $1,000,000 minimum per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.

(b) Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Professional Liability with $1,000,000 per occurrence minimum limit.

(d) Florida statutory workers' compensation.

It is understood and agreed by the parties that in the event that the Special Magistrate is affiliated with a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Special Magistrate agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591 prior to commencement of work hereunder. Certificates shall reflect

the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

5.10 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.

5.11 Public Records. The Special Magistrate 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. The Special Magistrate shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. The Special Magistrate shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, the Special Magistrate agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Special Magistrate fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after providing seven (7) days' written notice, during which period the Special Magistrate still fails to allow access to such documents, terminate the contract.

IF THE SPECIAL MAGISTRATE 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

5.12 Compliance with Laws. The Special Magistrate agrees to comply with all federal, state, and local laws, codes, statutes, ordinances, rules, regulations and requirements related to the performance of this Agreement.

5.13 Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Jeff Bergosh, Chairman

Date: _____

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk
(SEAL)

BCC Approved: _____

SPECIAL MAGISTRATE:
ROBERT O. BEASLEY, P.A.

By: _____
Robert O. Beasley

Date: _____

_____
Witness

_____
Witness

Approved as to form and legal sufficiency.
By/Title: _____
Date: 6/23/15

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15088 **County Administrator's Report 13. 16.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 11/01/2018
Issue: Contract Award for Re-Bid Old Courthouse 2nd Floor Restroom ADA Modifications
From: Paul Nobles, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Contract Award for Re-Bid Old Courthouse 2nd Floor Restroom ADA Modifications - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Emerald Coast Constructors, Inc., per the terms and conditions of PD 17-18.078, Re-Bid Old Courthouse 2nd Floor Restroom ADA Modifications, in the amount of $53,030.

[Funding: Fund 129, CDBG Entitlement Fund; Cost Center 370224, 2015 CDBG Other; Object Code 56201, Buildings]

BACKGROUND:

The legal advertisement for this "Invitation to Bid" was advertised in the Pensacola News Journal on August 6, 2018. A non-mandatory pre-solicitation conference was held on August 22, 2018. Three firms were represented at that meeting. Bids were received from three contractors on September 27, 2018. Emerald Coast Constructors, Inc. is the lowest most responsive and responsible bidder.

BUDGETARY IMPACT:

The Board approved the 2015 HUD Annual Action plan on July 23, 2015, which provided funding for a County Facility Handicapped Accessibility Improvement Project.

Funding: Fund 129, CDBG Entitlement Fund; Cost Center 370224, 2015 CDBG Other Object Code 56201, Buildings

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract, Form A: Construction - A/E Designed.

PERSONNEL:

All work associated with the recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney's Standard Form of Contract Form A: Construction - A/E Designed and Purchase Order.

Attachments

Agreement

Public Notice of Recommended Award

Recommendation to Award Determination Checklist

STANDARD CONSTRUCTION CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF
ESCAMBIA COUNTY, FLORIDA

AND

Emerald Coast Constructors, Inc.

For

PD 17-18.078, Re-Bid Old Courthouse 2nd Floor Restroom ADA Modifications

FORM A: Construction- A/E Designed

(Revised 2018)

STANDARD CONSTRUCTION CONTRACT DOCUMENTS
FORM A

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Exhibit H/Working Drawings / Plans prepared by Architect/Engineer and Identified as Follows: **[Old Courthouse 2nd Floor Restroom ADA Renovations/A1/January 25, 2017]**

Exhibit I/Technical Specifications **[Restoration of the Escambia County Courthouse - Restroom Renovations Escambia County, Florida/January 23, 2017]**

Exhibit J/Supplemental Terms and Conditions

Exhibit K/Federal Documents (if applicable)

Exhibit L/Solicitation Documents Index

AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND Emerald Coast Constructors, Inc. FOR ARCHITECT/ENGINEER DESIGNED CONSTRUCTION CONTRACT DOCUMENTS.

THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA**,** ("County"), hereby contracts with Emerald Coast Constructors, Inc. (“Contractor”), a Florida corporation for profit, to perform all work ("Work") in connection with PD 17-18.078, Re-Bid Old Courthouse 2nd Floor Restroom ADA Modifications ("Project"), as detailed in the attached Plans and Specifications and other Contract Documents hereafter specified.

SECTION 1. CONTRACT DOCUMENTS.

A. The Contract Documents include this Agreement, including Amendments and Exhibits, the Exhibits described in Section 6, Change Orders, Work Directive Changes, Field Orders and the solicitation documents, including addenda. These Contract Documents are incorporated by reference and made a part of this Agreement. A copy of all Contract Documents shall be maintained by Contractor at the Project site at all times during the performance of the Work.

B. In case of any inconsistency or conflict among the provisions of the agreement and any other terms and conditions of any documents comprising the Contract Documents, the provisions of the Agreement shall control. Concerning the Contract Documents, the order of precedence shall be as follows: 1) the Agreement, including Amendments and Exhibits; 2) Change Orders; 3) Work Directive Changes; 4) Field Orders; 5) the Solicitation Documents, including addenda. The Contract Documents listed above represent the entire and integrated agreement between the parties hereto, and supersede prior negotiations, representations, or agreements, either written or oral.

C. County shall furnish to the Contractor up to four (4) sets of the Contract Documents for execution of the Work. Additional copies of the Contract Documents are available at the cost of reproduction.

SECTION 2. SCOPE OF WORK.

Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the Work required by the Contract Documents.

SECTION 3. CONTRACT AMOUNT.

In consideration of the faithful performance by Contractor of the covenants in this Agreement to the full satisfaction and acceptance of County, County agrees to pay, or cause to be paid, to Contractor the following amount (herein "Contract Amount"), in accordance with the terms of this Agreement:

Fifty-Three Thousand, Thirty Dollars

$53,030.00

SECTION 4. BONDS.

A. Contractor shall provide at his expense Performance and Payment Bonds, in the form prescribed in **Exhibit B**, in the amount of 100% of the Contract Amount. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to County; provided; however, the surety shall be rated as "A-" (excellent) or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holder's surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

B. If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Document, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval. Failure by Contractor to maintain its bonds in full force and effect at all times, including the warranty period, shall be grounds for termination of this Contract.

C. Per §255.05, Florida Statutes, the Contractor shall be required to execute and record the Performance and Payment bonds. The bonds must state the name and principal business address of both the Principal and the Surety and a description of the project sufficient to identify it. (The filing costs are $10.00 for the first page and $8.50 for each remaining page).

SECTION 5. CONTRACT TIME AND LIQUIDATED DAMAGES.

A. Time is of the essence in the performance of the Work under this Agreement. Contractor shall commence the Work within ten (10) calendar days from the Commencement Date, established in the Notice to Proceed. No Work shall be performed at the Project site prior to the Commencement Date. Contractor shall provide 48 hours' notice prior to beginning the Work. The Work shall be substantially completed within **Ninety** (**90**) calendar days from the Commencement Date. The Work shall be fully completed and deemed ready by the County for final completion within **Thirty** (**30**) calendar days from the Substantial Completion Date. The Contract Time shall be the time period from the Commencement Date to the date of final completion totaling **One Hundred Twenty** (**120**) calendar days (herein "Contract Time").

B. County and Contractor recognize that, since time is of the essence for this Agreement, the County will suffer financial loss if the Work is not substantially completed within the time specified. Should Contractor fail to substantially complete the Work within the time period noted above, County shall be entitled to assess, as liquidated damages, but not as a penalty, **$150.00** for each calendar day thereafter until substantial completion is achieved. The Project shall be deemed to be substantially completed by the County on the date that the County's Architect certifies in writing that the construction of the project, or specified part thereof, is sufficiently completed in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended. Along with such certification, the County's Architect shall compile a "punch list" of any remaining exceptions that do not adversely affect the use of the Project. Completion of these items

will be required prior to final payment.

C. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if Contractor fails to substantially complete the Work in accordance with the progress schedule.

D. When any period of time is referenced to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

SECTION 6. EXHIBITS INCORPORATED.

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

Exhibit A:	General Terms and Conditions
Exhibit B:	Form of Performance and Payment Bonds
Exhibit C:	Insurance Requirements
Exhibit D:	Form of Release and Affidavit
Exhibit E:	Form of Contractor Application for Payment
Exhibit F:	Form of Change Order
Exhibit G:	Owner Direct Purchases- FORM OF0205 (if applicable)
Exhibit H:	Working Drawings / Plans prepared by Architect/Engineer and Identified as Follows: **[Old Courthouse 2nd Floor Restroom ADA Renovations/A1/January 25, 2017]**
Exhibit I:	Technical Specifications **[Restoration of the Escambia County Courthouse - Restroom Renovations Escambia County, Florida/January 23, 2017]**
Exhibit J:	Supplemental Terms and Conditions
Exhibit K:	Federal Documents (if applicable)
Exhibit L:	Solicitation Documents Index

SECTION 7. NOTICES.

A. All notices required or made pursuant to this Agreement by the Contractor to the County shall be in writing and delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, addressed to the following:

Facilities Management
100 East Blount Street
Pensacola, Florida 32501
Attn: George Bush

B. All notices required or made pursuant to this Agreement by County to Contractor shall be made in writing and shall be delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, addressed to the

following:

Emerald Coast Constructors, Inc.
9525 Wanda Dr.
Pensacola, FL 32514
Attn: Robert S. Zimmerman

C. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

SECTION 8. MODIFICATION.

No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

SECTION 9. SUCCESSORS AND ASSIGNS.

Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

SECTION 10. GOVERNING LAW.

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida and the parties agree that venue shall be in Escambia County, Florida for any matter which is the subject of this Contract.

SECTION 11. NO WAIVER.

The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

SECTION 12. ENTIRE AGREEMENT.

Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

SECTION 13. SEVERABILITY.

Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

SECTION 14. PUBLIC RECORDS.

The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all

such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract. In such case, the Contractor shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontractor work).

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: the parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement, and Emerald Coast Constructors, Inc. signing by and through its President, duly authorized to execute same.

COUNTY:
Escambia County, Florida, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

Witness: _____

By: _____

Jack R. Brown, County Administrator

Witness: _____

Date: _____

BCC Approved: 11/1/2018

CONTRACTOR:
Emerald Coast Constructors, Inc., a Florida Corporation, authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

By: _____

By: _____
Secretary

Robert S. Zimmerman

Date: _____

(Corporate Seal)

Or

Witness: _____

Witness: _____

EXHIBIT A
GENERAL TERMS AND CONDITIONS

Section 1. INTENT OF CONTRACT DOCUMENTS

1.1. It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in affect at the time the Work is performed, except as may be otherwise specifically stated herein.

1.2. If during the performance of the Work Contractor discovers a conflict, error or discrepancy in the Contract Document, Contractor immediately shall report same to Architect/Engineer in writing and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from the Architect/Engineer. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.

1.3. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications of other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the Architect/Engineer. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.

1.4. "Architect", where referenced on the drawings or in the specifications or in other related documents, shall mean the Escambia County Architect or the designated representative thereof.

Section 2. INVESTIGATION AND UTILITIES

2.1. Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the Project area as a whole; topography and ground surface conditions; nature and quality of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or

compensation.

2.2. Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Section 2 as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

Section 3. SCHEDULE

3.1. The Contractor, within ten (10) calendar days after receipt of the Notice of Award, shall prepare and submit to County, for review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress Schedule may be provided in an electronic format. The Progress Schedule shall relate to all Work required by the Contract Documents and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work and shall include dates of Shop Drawing Submittals.

3.2. The Progress Schedule shall be updated monthly by the Contractor. All monthly updates to the Progress Schedule shall be subject to the County's review and approval. Contractor shall submit the updates to the Progress Schedule with its Applications for Payment noted below. The County's review and approval of the submitted Progress Schedule updates shall be a condition precedent to the County's obligation to pay Contractor.

Section 4. PROGRESS PAYMENTS

4.1. Prior to submitting its first Application for Payment, Contractor shall submit to County and the Architect/Engineer, for its review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the County and Architect/Engineer, this schedule of values shall be used as the basis for the Contractor's Applications for Payment. This schedule shall be updated and submitted along with a completed and notarized copy of the Application for Payment form attached to the Agreement as **Exhibit E**.

4.2. Prior to submitting its first monthly Application for Payment, Contractor shall submit to County and the Architect/Engineer a complete list of all its proposed subcontractors and materialmen, showing the work and materials involved and the dollar amount of each proposed subcontract and purchase order. The first Application for Payment shall be submitted no earlier than thirty (30) days after the Commencement Date.

4.3. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the County in writing, the Application for Payment will subdivide the work into component parts in sufficient detail to serve as the basis for a progress payment and shall also be accompanied by a bill of sale, invoice or other documentation warranting that upon payment by County, the County shall receive the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect County's interest therein, all of which shall be subject to the County's prior written approval.

4.4. Contractor shall submit **Four** (**4**) original copies of each of its Applications for Payment to the Architect/Engineer on or before the 25th day of each month for work performed during the previous month. Invoices received after the 25th day of each month shall be considered for payment as part of the next month's application. Within ten (10) calendar days after receipt of each Application for Payment, the Architect/Engineer shall either: (1) indicate approval of the requested payment; (2) indicate approval of only a portion of the requested payment, stating in writing the reasons therefore; or (3) return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment. In the event of a total or partial denial of the Application for Payment by the Architect/Engineer, the Contractor may make the necessary corrections and resubmit the Application for Payment for reconsideration within ten (10) calendar days of receiving notice of refusal.

If re-submittal of the Application for Payment is refused by the Architect/Engineer, in whole or in part, the Contractor may submit a written request to the County Administrator for an administrative decision within two (2) business days of receiving notice of refusal. Upon receiving a timely request, an administrative decision shall be rendered within ten (10) calendar days with written notification provided to the Contractor.

If the administrative decision is disputed, the Contractor may submit a written request to the County Administrator for an administrative hearing before the Dispute Resolution Committee (DRC) within two (2) business days of receiving said decision. A hearing shall be scheduled within ten (10) business days from the date the request is received, and the Contractor will receive written notice of the hearing date. The DRC may, within its discretion, render a final decision at the hearing or may elect to mail a written decision to the property owner within a period not to exceed ten (10) calendar days from the hearing date. The DRC's written decision shall be considered administratively final.

The County shall, within twenty (20) business days after County approval of an Application for Payment, pay the Contractor the amounts so approved. Provided, however, in no event shall the County be obligated to pay an amount greater than that portion of the Application for Payment approved.

4.5 County shall retain ten percent (10%) of the gross amount of each monthly payment request or ten percent (10%) of the portion thereof approved by the County for payment, whichever is less. The retained sum shall be accumulated and not released to Contractor until final payment is due. Any interim interest on such sums shall accrue to County.

If the Contract Amount is $200,000.00 or less, the following shall apply:
At the County's sole discretion, a percentage of the amount retained from the gross amount of each monthly payment may be reduced prior to final completion of the Project and said percentage released to the Contractor upon receiving a certificate of substantial completion and

approval from the Architect/Engineer.

If the Contract Amount is in excess of $200,000.00, the following shall apply:
After fifty percent (50%) completion of Work, the County shall reduce the retainage to five percent (5%) of the gross amount of each monthly payment request or five percent (5%) of the portion thereof approved by the County for payment, whichever is less. After fifty percent (50%) completion of Work, the Contractor may request payment of up to one-half of the retainage held by the County, and the County shall make payment unless there are grounds for withholding the payment of retainage. The County shall not pay or release any amounts that are the subject of a good faith dispute, claim, or demand.

Release of any portion or percentage of sums retained prior to final completion of the Project shall in no way imply approval or acceptance of Contractor's work.

4.6 Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work.

4.7 Each Application for Payment shall be accompanied by Release and Affidavit, in the form attached as **Exhibit D**, showing that all materials, labor, equipment and other bills associated with that portion of the Work payment is being requested on have been paid in full. The County shall not be required to make payment until and unless these affidavits are furnished by Contractor.

4.8 Applications for Payment will not be approved unless all submittals required by the Contract documents, up to that point, are provided and "As-Built" record documents are maintained as required by Section 8.2.

4.9 Contractor agrees and understands that funding limitations exist and that the expenditure of funds must be spread over the duration of the Project at regular intervals based on the Contract Amount and Progress Schedule. Accordingly, prior to submitting its first monthly Application for Payment, Contractor shall prepare and submit for County's and Architect/Engineer's review and approval, a detailed Project Funding Schedule, which shall be updated as necessary and approved by County to reflect approved adjustments to the Contract Amount and Contract Time. No voluntary acceleration or early completion of the Work shall modify the time of payments to Contractor as set forth in the approved Project Funding Schedule.

Section 5. PAYMENTS WITHHELD.

5.1. The Architect/Engineer or County may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The Architect/Engineer or County may nullify the whole or any part of any approval for payment previously issued and County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between County and Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents. If these conditions are not remedied or removed, County may, after three (3) days written notice, rectify the same at Contractor's

expense. County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to County, whether relating to or arising out of this Agreement or any other agreement between Contractor and County.

Section 6. FINAL PAYMENT

6.1. County shall make final payment to Contractor within thirty (30) calendar days after the Work is finally inspected and accepted by County and Architect/Engineer in accordance with Section 20.1 herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished County with a properly executed and notarized copy of the Release and Affidavit attached as **Exhibit D**, as well as, a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents or the County.

6.2. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by County shall be deemed to be a waiver of County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the Architect/Engineer or County at the time of final inspection.

Section 7. SUBMITTALS AND SUBSTITUTIONS

7.1. Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. When submitted for the Architect's review, Shop Drawings shall bear the Contractor's certification that the Contractor has reviewed, checked, and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Documents. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.

7.2. Prior to submitting its first Application for Payment, Contractor shall provide to County a CD/DVD in digital format and/or photographs showing the pre-existing conditions located within the limits of construction.

7.3. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by County if sufficient information is submitted by Contractor to allow the County to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by County from anyone other than Contractor and all such requests must be submitted by Contractor to County within thirty (30) calendar days after Notice to Proceed is received by Contractor.

7.4. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to the County for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that

specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the County in evaluating the proposed substitute. The County may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.

7.5. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the County, if Contractor submits sufficient information to allow the County to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the County shall be the same as those provided herein for substitute materials and equipment.

7.6. The County shall be allowed a reasonable time within which to evaluate each proposed substitute. The County shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the County's prior written acceptance, which shall be evidenced by either a Change Order or an approved Shop Drawing. The County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

Section 8. DAILY REPORTS, AS-BUILTS, AND MEETINGS

8.1. Unless waived in writing by County, Contractor shall complete and submit, along with its Application for Payment, to the County on a monthly basis a daily log of the Contractor's work for the preceding month in a format approved by the County. The daily log shall document all activities of Contractor at the Project site including, but not limited to, the following:

8.1.1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work;

8.1.2. Soil conditions which adversely affect the Work;

8.1.3. The hours of operation by Contractor's personnel and subcontractor's personnel;

8.1.4. The number of Contractor's and subcontractor's personnel present and working at the Project site, by subcontract and trade;

8.1.5. All equipment present at the Project site, description of equipment use and designation of time equipment was used (specifically indicating any down time);

8.1.6. Description of Work being performed at the Project site;

8.1.7. Any unusual or special occurrences at the Project site;

8.1.8. Materials received at the Project site; and

8.1.9. A list of all visitors to the Project site.

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to County or Architect/Engineer pursuant to the Contract Documents.

8.2. Contractor shall maintain in a safe place at the Project site one record copy of the Contract Documents, as well as all shop drawings and other Contractor submittals and all written interpretations and clarifications issued by the County, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to County for reference. Upon completion of the Work, and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to County by Contractor.

8.3. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. County, or any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

Section 9. CONTRACT TIME AND TIME EXTENSIONS

9.1. Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and materialmen, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission of Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents.

9.2. Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

9.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

Section 10. CHANGES IN THE WORK

10.1. County shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of County, and County shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of County is authorized to direct any extra or changed work orally.

10.2. A Change Order, in the form attached as Exhibit F to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor and County concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount shall be adjusted in the Change Order in the manner as County and Contractor shall mutually agree.

10.3. If County and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by County in a written Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by County. If Contractor disagrees with the County's adjustment determination, Contractor must make a claim pursuant to Section 11 of these General Conditions or else be deemed to have waived any claim on this matter it might otherwise have had.

10.4. In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.

10.5. County shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Change Order.

10.6. The County shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount and not inconsistent with the intent of the Contract Documents. Such

changes may be affected by Field Order or by other written order. Such changes shall be binding on the Contractor.

Section 11. CLAIMS AND DISPUTES

11.1. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between County and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.

11.2. Claims by the Contractor shall be made in writing to the County and Architect/Engineer within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the County and Architect/Engineer within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 10.4.

11.3. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the County in writing. County shall continue to make payments in accordance with the Contract Documents during the pendency of any Claim.

Section 12. OTHER WORK

12.1. County may perform other work related to the Project at the site by County's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, notice thereof will be given to Contractor. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact to County and Architect/Engineer within forty-eight (48) hours of being notified of the other work. If the Contractor fails to send the above required forty-eight (48) hour notice, the Contractor will be deemed to have waived any rights it otherwise may have had to seek an extension to the Contract Time or adjustment to the Contract Amount.

12.2. Contractor shall afford each utility owner and other contractor (or County, if County is performing the additional work with County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the Architect/Engineer and the others whose work will be affected.

12.3. If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or County), Contractor shall inspect and promptly report to Architect/Engineer in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's

Work.

Section 13. INDEMNIFICATION AND INSURANCE

13.1 Contractor shall pay on behalf of or indemnify and hold harmless County and its agents, officers and employees from and against all liabilities, damages, losses, and costs, including attorney's and paralegal fees, incurred by County to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by anyone for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. Contractor's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor, and Contractor shall not be required to pay on behalf of or indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's fees and paralegal fees.

County and Contractor agree one percent (1%) of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement.

Contractor agrees that such indemnification by Contractor relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any applicable statutes of limitations thereafter. Contractor's obligation to indemnify shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

13.2 Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in Exhibit C to the Agreement. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies or trusts which are registered with the State of Florida. Foreign or off-shore insurance carriers are not acceptable for work under this contract unless admitted to the State of Florida. All commercial insurance carriers providing the Contractor with required insurance shall be a minimum financial size category of VII according to the AM Best Rating Guide, latest edition. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Within ten (10) calendar days after Notice of Award is received by Contractor and prior to the commencement of work, Contractor shall provide County with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by County, such as "Acord Form 25". The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. Certificates of Insurance shall be mailed to Escambia County in care of: Purchasing Manager, Office of Purchasing, P.O. Box 1591, Pensacola, Florida 32597-1591. In addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to County, on a timely basis, when requested by County.

13.3 The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) calendar days' prior written notice by registered or certified mail shall be given County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

13.4 All insurance coverages of the Contractor shall be primary to any insurance or self-insurance program carried by the County applicable to this Project. The acceptance by County of any Certificate of Insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of Insurance are received by the County.

13.5 Contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in Exhibit C, unless such insurance requirements for the subcontractor is expressly waived in writing by the County. All liability insurance policies, other than professional liability, worker's compensation and employer's liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name Escambia County as an additional insured and shall contain severability of interest provisions. Escambia County shall also be designated as certificate holder with the address of P. O. Box 1591, Pensacola, Florida 32597-1591. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by County, certified, true copies of the renewal policies, shall be furnished by Contractor within thirty (30) days prior to the date of expiration. Upon expiration of an insurance policy term during the course of work under the contract, succeeding insurance policies shall be consecutive to the expiring policy.

13.6 All liability policies shall be underwritten on the "occurrence" basis, unless otherwise approved in writing by the County Division of Risk Management. "Claims made" policies, if approved by the Risk Manager, and subsequent insurance certificates shall provide a "retro-date" which shall include the effective date of the contract. "Claims-made" renewals or carrier and policy replacements shall reflect the original "retro-date."

13.7 Should at any time the Contractor not maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

13.8 Contractor shall submit to County a copy of all accident reports arising out of any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor or sub-Contractor under the contract documents.

13.9 Duty To Provide Legal Defense. Contractor shall pay for and provide a legal defense for the County, which shall include attorneys' fees and costs, both of which will be done only if and when requested by the County, for all liabilities, damages, losses, and costs as described in

paragraph 13.1 above. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Section 14. COMPLIANCE WITH LAWS

14.1. Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify County and Architect/Engineer in writing. Compliance with the above laws shall include but is not limited to: (1) the Occupational Safety and Health Act, 29 CFR 1910 and 1926, respectively, General Industry Standards and Construction Industry Standards, including regulations regarding Trenching and Shoring; (2) the Florida Workers' Compensation Law, Chapter 440, Florida Statutes; (3) Rules 38F and 38I, Florida Administrative Code; and (4) Florida Department of Transportation Manual of Traffic Control and Safe Practices. Failure to adhere to the requirements of the abovenamed laws and regulations regarding safety and traffic control shall be grounds for an immediate work stoppage, either by County staff or the Contractor, until the deficiency is corrected.

14.2 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

Section 15. CLEANUP AND PROTECTIONS.

15.1. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy by County.

15.2. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work. Non-compliance with directives of this section may serve as a basis of rejection of

Application for Payment.

Section 16. ASSIGNMENT

16.1 Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward County.

Section 17. PERMITS, LICENSES AND TAXES.

17.1. All permits and licenses necessary for the prosecution of the Work shall be procured and paid for by Contractor. All permits or fees, including but not limited to, all license fees, permit fees, impact fees or inspection fees payable by Contractor to County have been disclosed to Contractor in the bidding documents or other request for proposal at the time the Project was let for bid. If Contractor performs any Work without obtaining, or contrary to, such permits or licenses, Contractor shall bear all costs arising therefrom. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.

17.2. Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

Section 18. TERMINATION FOR DEFAULT.

18.1 Contractor shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the County or Architect/Engineer or as provided for in the approved Progress Schedule; or (4) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (5) discontinues the prosecution of the Work; or (6) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (7) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (8) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (9) makes an assignment for the benefit of creditors; or (10) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (11) materially breaches any other provision of the Contract Documents.

18.2 County shall notify Contractor in writing of Contractor's default(s). If County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which County, in its sole discretion, may choose.

18.3 If County deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All

monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including Architect/Engineer and attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, shall be certified by the Architect/Engineer, upon application, and this obligation for payment shall survive termination of the Agreement.

18.4 The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

18.5 If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against County shall be the same as and limited to those afforded Contractor below under Subsection 19.1, Termination for Convenience.

18.6 If the Contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement then the County may, without prejudice to any right or remedy and after giving the Contractor and his surety, if any, seven (7) calendar days' written notice, during which period Contractor still fails to allow access, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Contractor, and may finish the project by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontract work).

Section 19. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION

19.1. County shall have the right to terminate this Agreement without cause upon seven (7) calendar days' written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

19.2. County shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time

to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

Section 20. COMPLETION

20.1. Upon receipt of written notice, the County will ascertain whether the work or designated portions thereof are ready for the Architect's substantial completion inspection. From the Architect's list of incomplete or unsatisfactory items, a schedule for the County's review will be prepared for their completion indicating such completion dates. The County will issue a Certificate of Substantial Completion when the work has been deemed substantially complete by the County.

20.2. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the County shall promptly make such inspection and, if it finds the work acceptable and fully performed under the Contract Documents, shall promptly issue a Certificate of Final Completion and Recommendation for Payment, stating that, on the basis of observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor is due and payable. The final payment shall not become due and payable until Contractor submits: (1) the Release and Affidavit in the form attached as **Exhibit D**, (2) consent of surety to final payment, (3) if required by County, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by County, (4) a published copy of the Notice of Completion as provided for in this section and (5) all required close out document as provided in the contract documents. County reserves the right to inspect the Work and make an independent determination as to the Work's acceptability. Unless and until the County is completely satisfied, the final payment shall not become due and payable.

20.3. After the Work is ready for final inspection and acceptance by the County, a legal advertisement must be published by the Contractor in a local newspaper of a general countywide circulation at least thirty (30) days before final payment shall be made. Example of such publication is as follows:

Legal Notice of Completion

Notice is hereby given that the undersigned Contractor has completed and has ready for acceptance by the Board of County Commissioners of Escambia County, Florida, the following construction project:

_____

(Project Name and Address)

_____

(Legal Name and Address - entity of the Contractor)

Subcontractors, material men, and other persons having payment claims against the Contractor relating to this project should govern themselves accordingly.

Section 21. WARRANTY

21.1. Contractor shall obtain and assign to County all express warranties given to Contractor or any subcontractors by any material men supplying materials, equipment or fixtures to be incorporated into the Project. Contractor warrants to County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within two (2) years after substantial completion and acceptance, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from County. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work, which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which County is entitled as a matter of law. The Performance Bond shall remain in full force and effect throughout the two (2) year Warranty Period.

Section 22. TESTS AND INSPECTIONS

22.1. County, Architect/Engineer, their respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide Architect/Engineer with timely notice of readiness of the Work for all required inspections, tests or approvals.

22.2. If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish Architect/Engineer the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the Architect/Engineer and County.

22.3. If any Work that is to be inspected, tested or approved is covered without written concurrence from the Architect/Engineer, such work must, if requested by Architect/Engineer, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given Architect/Engineer timely notice of Contractor's intention to cover the same and Architect/Engineer has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from Architect/Engineer, such Work must, if requested by Architect/Engineer, be uncovered for Architect/Engineer's observation and be replaced at Contractor's sole expense.

22.4. The County shall charge to Contractor and may deduct from any payments due Contractor all engineering and inspection expenses incurred by County in connection with any overtime work. Such overtime work consisting of any work during the construction period beyond the regular eight (8) hour day and for any work performed on Saturday, Sunday or holidays.

22.5. Neither observations by the Architect/Engineer nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.

22.6. Prior to payment for any Work for which testing is specified, Contractor shall provide the County a copy of reasonably acceptable test results relating to such work as required by the technical specifications of the solicitation.

Section 23. DEFECTIVE WORK

23.1. Work not conforming to the requirements of the construction plans or Contract Documents or work conforming to the construction plans or contract documents containing errors or omissions, including, but not limited to, design flaws shall be deemed defective Work. If required by County or Architect/Engineer, Contractor shall as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the defective Work has been rejected by County or Architect/Engineer, remove it from the site and replace it with undefective Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold County harmless for same.

23.2. If the County or Architect/Engineer considers it necessary or advisable that covered Work be observed by Architect/Engineer or inspected or tested by others, Contractor, at County's or Architect/Engineer's request, shall uncover, expose or otherwise make available for observation, inspection or tests as County or Architect/Engineer may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension of the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

23.3. If any portion of the Work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, County or Architect/Engineer may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of County or Architect/Engineer to stop the Work shall not give rise to any duty on the part of County or Architect/Engineer to exercise this right for the benefit of Contractor or any other party.

23.4. Should the County determine, at its sole opinion, it is in the County's best interest to accept defective Work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective Work after final payment, Contractor at the discretion of the County shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective Work or shall increase in the Work's warranty period beyond two (2) years.

23.5. If Contractor fails, within a reasonable time after the written notice from County or Architect/Engineer, to correct defective Work or to remove and replace rejected defective Work

as required by Architect/Engineer or County, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, County may, after seven (7) days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, County may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possessions of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County or Architect/Engineer, and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable County to exercise the rights and remedies under this Subsection. All direct, indirect and consequential costs of County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by County of County's rights and remedies hereunder.

Section 24. SUPERVISION AND SUPERINTENDENTS

24.1. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without prior written notice to County except under extraordinary circumstances. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. County shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause.

Section 25. PROTECTION OF WORK

25.1. Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor, or any one for whom Contractor is legally liable, is responsible for any loss or damage to the Work, or other work or materials of County or County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.

25.2. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

Section 26. EMERGENCIES

26.1. In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from County or Architect/Engineer is obligated to act to prevent threatened damage, injury or loss. Contractor shall give Architect/Engineer written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Document have been caused thereby. If the Architect/Engineer determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjacent to the Contract Amount or an extension to the Contract Time.

Section 27. USE OF PREMISES

27.1. Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

Section 28. SAFETY

28.1. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

28.1.1. All employees of the Work and other persons and/or organizations who may be affected thereby;

28.1.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and

28.1.3. Other property on Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the contract documents.

28.2 The Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by County has occurred.

28.3 The Contractor shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by the Contractor to the County.

28.4 The Contractor shall adhere at all times to the minimum safety guidelines for construction and renovation projects as set out in **Exhibit C** of this Agreement.

Section 29. PROJECT MEETINGS.

29.1. Prior to the commencement of Work, the Contractor shall attend a preconstruction conference with the County to discuss the Progress Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the Architect/Engineer or County with respect to the Project, when directed to do so by County or Architect/Engineer. Contractor shall have its subcontractors and suppliers attend all such meetings (including the preconstruction conference) as may be directed by the County or Architect/Engineer.

EXHIBIT B

PERFORMANCE AND PAYMENT BOND

BOND NO. _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

_____

_____

(Insert name, address, and phone number of contractor), as Principal, and

_____

_____,

(Insert full name, home office address and phone number of surety) as Surety, are held and firmly bound unto the Board of County Commissioners for Escambia County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, as Obligee in the sum of

_____

Dollars ($_____), for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, Principal has entered into a contract dated as of the _____ day of_____, 20____, with Obligee for Contract No._____,_____

_____

_____

(Insert name of project, including legal description, street address of property and general description of improvement) in accordance with drawings and specifications, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and

2. Pays Obligee any and all losses, damages, costs and attorneys' fees that Obligee sustains because of any default by Principal under the Contract; and

3. Performs the guarantee of all work and materials furnished under the Contract applicable to the work and materials, then this bond is void; otherwise it remains in full force; and

4. Principal understands and agrees that this bond shall remain in full force and effect throughout the two (2) year warranty period after substantial completion of the work.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a common law bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penalty sum of this Performance Bond, regardless of the number of suits that may be filed by Obligee.

IN WITNESS WHEREOF, the above parties have executed this instrument this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these premises duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

_____

_____ By:_____

Name:_____

_____ Its:_____

Witnesses as to Principal

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)
Name:_____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

ATTEST:

SURETY:_____
(Printed Name)

_____
_____
_____
(Business Address)

_____
(Authorized Signature)

_____
(Printed Name)

OR

_____
As Attorney In Fact (Attach Power)

_____
_____
_____
(Business Address)

_____
(Printed Name)

_____
(Telephone Number)

_____
Witness

_____
Witness

_____
Witness

_____
Witnesses

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)
Name:_____
(Legibly Printed)
Notary Public, State of _____
Serial No., If Any: _____

(AFFIX OFFICIAL SEAL)

BOND NO. _____

PAYMENT BOND

BY THIS BOND, We, _____
(Insert name, address and phone number of contractor)
_____ (hereinafter called the "Principal")

and _____ (hereinafter called the "Surety"),
(Insert name)
located at _____, a surety insurer
(Insert address and phone number)
chartered and existing under the laws of the State of _____ and authorized to do business

in the State of Florida, are held and firmly bound unto the Board of County Commissioners for Escambia

County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, (hereinafter called

the "County") in the sum of _____ ($_____) for

payment of which we bind ourselves, our heirs, our personal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal and County have reached a mutual agreement relating to Contract No._____

(hereinafter referred to as the "Contract") as of _____ (the bid award date for projects thereto)

for the purpose of _____
(Insert name of project, including legal description, street address of property and general description of improvement.)
_____

_____

_____

said Contract being made a part of this Bond by this reference.

NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:

1. Performs the contract dated _____, _____, between Principal and County for construction of _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays County all loses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the County sustains because of a default by Principal under the contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the County of any extension of time for the performance of the said Contract, or any other forbearance on the part of the County or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.

2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.

3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to Section 255.05, Florida Statutes.

THIS BOND DATED THE _____ DAY OF _____, 20____ (the date of issue by the Surety or by the Surety's agent and the date of such agents power-of-attorney).

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

_____

_____ By:_____

Name:_____

_____ Its:_____

Witnesses as to Principal

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____

(Signature)

Name:_____

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

ATTEST:

SURETY:_____

(Printed Name)

_____

_____

_____

Witness

(Business Address)

_____

(Authorized Signature)

_____

Witness

_____

(Printed Name)

OR

_____

_____

As Attorney In Fact (Attach Power)

_____

_____

Witnesses

_____

(Business Address)

_____

(Printed Name)

_____

(Telephone Number)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____

(Signature)

Name:_____

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

EXHIBIT C
INSURANCE AND SAFETY

INSURANCE - BASIC COVERAGES REQUIRED

The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such on policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the Contract Documents, whether such services, work and operations be by the Contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The Contractor shall require, and shall be responsible for assuring throughout the time the Agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the Contractor. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the Contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The Contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The Contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The Contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations, which arise out of this agreement, contract or lease.

Workers Compensation Coverage
The Contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile And Excess Or Umbrella Liability Coverage

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies of the Insurance Services Office.
Minimum limits of $1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers Compensation Coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required
Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The Contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage
Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

Excess or Umbrella Liability Coverage
Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance
Required insurance shall be documented in Certificates of Insurance. If and when required by the County, Certificates of Insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the Certificate of Insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverages(s) indicated on each Certificate of Insurance.

New Certificates of Insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the Contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information.

1. Indicate that Escambia County is an additional insured on the general liability and business auto policies.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of $1,000.
4. Designate Escambia County as the certificate holder as follows:
   Escambia County
   Attention: Emily D. Weddington
   Office of Purchasing
   P.O. Box 1591
   Pensacola, FL 32597-1591
   Fax (850) 595-4806
5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For Commercial General Liability coverage the Contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

ENDORSEMENTS/ADDITIONAL INSURANCE

BUILDERS RISK COVERAGE

Builders Risk insurance is to be purchased to cover subject property for all risks of loss, subject to a waiver of coinsurance, and covering off-site storage, transit and installation risks as indicated in the Installation Floater and Motor Truck Cargo insurance described hereafter, if such coverages are not separately provided.

The Builders Risk insurance is to be endorsed to cover the interests of all parties, including the County and all contractors and subcontractors. The insurance is to be endorsed to grant permission to occupy.

MINIMUM PROJECT SAFETY REQUIREMENTS

The following safety requirements represent the minimum condition, which shall be met by all Contractors and subcontractors performing work for Escambia County: Reported or observed violations of Federal and State laws and regulations, or County ordinances shall be brought to the attention of the County project manager and County's Department of Safety and Risk Services and shall be immediately corrected by the Contractor. Additionally, the County may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that any such stoppage will not shift responsibility for any damages from the Contractor to the County. Failure to comply with required safety procedures shall result in the suspension of the Work of the Contractor until such time as his operations are brought into compliance. Items which are not corrected or that are disputed by the Contractor may be referred by the County's Department of Safety and Risk Services for inspection or interpretation. The Contractor shall take reasonable precautions for work place safety and shall provide reasonable protection to prevent damage, injury, or loss to employees on the work site and to other persons who may be affected by the Work.

(1) Prior to the commencement of the project, the Contractor and all subcontractors shall provide to the County a written copy of their respective safety and health plans for review as part of the pre-submittal bid package.

(2) The Contractor shall establish and maintain an access control system at the work site, including a daily sign-in log, for all visitors, including County and regulatory personnel. Prior to commencement of construction, the project manager may designate specific individuals for routine access so that their duties are not impeded. All visitors that are not pre-approved for admittance shall be escorted through the project by either a Contractor representative or by the project manager or designee.

(3) The Contractor shall provide all necessary safety equipment for County staff, employees, and visitors to enter the work site. This equipment may include hard hats, hearing protection, safety glasses, or any other safety items deemed necessary by the Contractor or required by State or Federal safety regulations.

(4) Construction vehicles on the work site shall always be operated in a safe manner. The Contractor shall take appropriate action to ensure the safety of County staff, visitors, and the general public while operating work vehicles at a "controlled" construction site. Where conditions warrant, or at the request of the County, temporary barriers shall also be established for these traffic areas.

(5) The Contractor shall prominently mark the work site and ensure its security. Site security shall include appropriate fencing, barricades, warning tape, covered walkways and warning signs. In no instance shall a work site be accessible, without obvious warning, to County staff, visitors, or the general public. At a minimum, the project site shall be posted with the appropriate trespass warning signs as specified in Section 810.09(2)(d), Florida Statutes: THIS AREA IS A DESIGNATED CONSTRUCTION SITE; ANYONE TRESPASSING ON THIS PROPERTY SHALL, UPON CONVICTION, BE GUILTY OF A FELONY; "A DANGER, CONSTRUCTION SITE. AUTHORIZED PERSONNEL ONLY," and other general safety warning signs, i.e., "HARD HAT AREA," as are deemed

necessary by the Contractor and project manager.

(6) In the event barricading of a work site is not feasible, alternative measures may be used upon prior approval by the County safety Office. Alternative measures may include, but are not limited to, working during "off 'hours such as nights, weekends, or holidays, or the providing of temporary accommodations for building occupants (to be prearranged, if necessary, at the discretion of the County).

(7) The Contractor shall ensure compliance with all fire safety codes at the work site, especially as to egress, during the construction phase of an occupied facility. In no instance, (except where impractical and with the prior approval of the County's Department of Safety and Risk Services and the appropriate life safety code inspector), shall the life safety code components of an occupied facility be reduced or otherwise compromised.

A set of these construction plans, with a signature of approval by the appropriate life safety code inspector, shall be kept at each construction site and available for routine inspection. The Contractor shall communicate with each subcontractor and County's Department of Safety and Risk Services as to scheduling of events that may pose hazards or inconveniences to building occupants. The Contractor shall also ensure that appropriate scheduling information is also conveyed to the project manager.

- When a project alters a building's fire protection compartment features, such as fire barriers, smoke barriers, or corridor walls, exits must provide free and unobstructed egress. Employees shall receive notice if any alternative exits have been designated. Buildings or areas under construction must maintain escape egress for construction workers at all times. These means of egress shall be inspected daily by the Contractor.

- When a project affects fire alarms, fire detection, or fire suppression systems, of a building that is occupied, the Contractor must ensure that such systems are not functionally impaired. Any temporary systems, which are installed, must be inspected and tested monthly by the Contractor. Employees must be notified when such temporary systems are in place.

- When any sources of ignition are present, such as welding torches, smoking by all persons shall be prohibited on any construction site and in any County facility.

(8) Noise, dust, and the use of chemical products may create inside health hazards at the work site to building occupants requiring that the Contractor to adhere to the following guidelines at a minimum:

(a) The Contractor shall initiate construction and engineering safety controls to minimize exposure of dusts, noise, and chemical odors to building occupants. These controls may involve the construction or use of temporary walls, plastic barriers, mechanical ventilation, elimination of make-up air returns from work

areas, pressurizing occupied areas, or a combination of several methods. The Contractor shall coordinate all such engineering efforts with the project manager, and these control measures shall require prior approval by the County's Department of Safety and Risk Services. In cases where these efforts may not be feasible, alternative work schedules on evenings and weekends may be instituted as a part of this process.

(b) Material Safety Data Sheets (MSDS) shall be provided to the County's Department of Safety and Risk Services for all hazardous substances used on the project or brought on the job site. These products include, but are not limited to, paints, solvents, roofing compounds, and cleaning compounds.

(c) Appropriate precautions shall be taken to prevent occupant exposure to hazardous respirable dusts, contaminants, and fumes from welding, cutting, or drilling of concrete and masonry, or the operation of internal combustion engines. The Contractor shall also determine whether respirable crystalline silica, which is a potential carcinogen contained in many building products, is present at the work site. Control of dusts from these types of products and operations shall be an essential safety requirement for the Contractor.

(d) The Contractor should be aware of other buildings adjacent to his work areas and shall be prepared to take necessary actions to prevent the spread of dusts and fumes to those facilities.

(9) The Contractor shall ensure that all emergency notifications, including those for fires and medical needs, shall be promptly made by dialing County 911 dispatchers. The Caller should state the exact location of the work site emergency, the nature of the emergency, and specifically indicate if medical or fire services are needed.

(10) The Contractor agrees and understands that all County construction/renovation sites shall be subject to periodic inspection by life safety code inspectors, Florida Department of Labor and Employment Security, Division of Safety, Occupational Safety and Health Administration, Florida Department of Environmental Protection, Environmental Protection Agency, and other Federal, State, or County regulatory agencies.

(11) The Contractor shall provide adequate refuse containers for the disposal of construction debris. Refuse shall not be allowed to accumulate on the project site grounds, and the Contractor shall ensure that these containers are subsequently emptied on a regular basis.

(12) Water runoff and soil erosion from the project site shall be controlled by the Contractor pursuant to the regulations of the Florida Department of Environmental Protection.

(13) Water-based paint and stain products shall be used by the Contractor in the place of solvent-based products where the application so permits. Use of organic solvent-based products shall be used only where absolutely necessary and with the prior approval of the

project manager. Lead-containing paints shall not be normally used or specified for any application. If the use of lead-containing paint is essential for a specific application, prior written approval from the County's Department of Safety and Risk Services shall be obtained before their use.

(14) The use of any products containing toxic metals, especially those regulated by Resource Conservation and Recovery Act (RCRA), (i.e. lead, chromium, barium, silver, arsenic, cadmium, mercury, selenium), on the work site shall be avoided. Prior written approval for use of these metals shall be obtained by the Contractor from the County's Department of Safety and Risk Services.

(15) The use of any radioactive materials by the Contractor on project sites shall require pre-approval. Copies of appropriate certifications, licenses, testing, and inspection records shall be provided by the Contractor to the project manager and County's Department of Safety and Risk Services for review.

(16) The County contracts out the identification and abatement of asbestos containing building materials. Asbestos abatement can only be performed by state licensed asbestos abatement contractors. General contractors, therefore, shall not be authorized to remove or disturb any asbestos containing materials. Although efforts are made to identify or remove such asbestos containing materials prior to renovations, the possibility exists that asbestos materials may be encountered at a work site. If so, Contractors who encounter such materials shall immediately stop work and notify the project manager ~~or~~ and the County's Department of Safety and Risk Services.

(17) The above-cited guidelines represent minimum expectations and actions, which shall be taken by Contractors while under contract for County construction and renovation projects. These guidelines are not all inclusive and will be revised as necessary. In the event these guidelines conflict with other contract documents, the most stringent application shall apply. Any questions or disputes should be brought to the immediate attention of the project manager and County's Department of Safety and Risk Services.

EXHIBIT D
RELEASE AND AFFIDAVIT

COUNTY OF ESCAMBIA)
)
STATE OF FLORIDA)

Before me, the undersigned authority, personally appeared _____, who after being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of $_____ paid, _____ ("Contractor") releases and waives for itself and its subcontractors, materialmen, successors and assigns, all claims demands, costs and expenses, whether in contract or in tort, against the Board of County Commissioners of Escambia County, Florida, ("County") relating in any way to the performance of the Agreement between Contractor and County dated _____, 20____, for the period from _____ to _____.

(2) Contractor certifies for itself and its subcontractors, materialmen, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which County might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

(3) Contractor agrees to indemnify, defend and save harmless County from all demands or suits, actions, claims of liens or other charges filed or asserted against the County arising out of the performance by Contractor of the Work covered by this Release and Affidavit.

(4) This Release and Affidavit is given in connection with Contractor's (monthly/final) Application for Payment No. _____.

CONTRACTOR:

_____

By:_____
Its:_____ President

_____
Witness

Date:_____

_____
Witness

[Corporate Seal]

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)

Name:_____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any:_____

EXHIBIT E

FORM OF CONTRACT APPLICATION FOR PAYMENT

- AIA DOCUMENT #G702, 1992 EDITION
- AIA DOCUMENT #G703, 1992 EDITION

EXHIBIT F
CONSTRUCTION CHANGE ORDER

Change Order Number _____ Contract Number PD _____
Date: _____ Dated _____ _____

To: _____
_____
_____
_____

Project Name: _____
You hereby are authorized and directed to make the following changes in accordance with terms and conditions of the Agreement:
Describe changes here;

	Dollars	Time in Calendar Days
Original Contract Amount	**$**_____	_____
Sum of Previous Changes	**$**_____	_____
This Change Order	**$**_____	_____

Adjusted Agreement Amount	**$**_____	_____

The contract substantial completion date will be **increased/decreased** by ___ calendar days due to this Change Order. The new contract substantial completion date is _____. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement indicated above, as fully as if the same were repeated in this acceptance.

The adjustment, if any, to this Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay cost.

The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a $25,000.00 or greater value Change Order.
□ Check if applicable and provide written confirmation from the bonding company/agent (attorney-in-

fact) that the amount of the Performance and Payment bonds have been adjusted to 100% of the new contract amount.

Accepted: _____, 20___

By: _____

Contractor

By: _____

Architect

By: _____

Owner

Public Notice of Recommended Award

Bid Tabulation	Solicitation Number:	PD 17-18.078
	Solicitation Name:	Re-Bid Old Courthouse 2nd Floor Restroom ADA Modifications

Bid Opening Time: 2:00 p.m. CDT
Bid Opening Date: 9/27/2018
Bid Opening Location: Rm 11.407

Name of Bidder(s)	Bid Form Completed and Signed	Bid Surety	Certificate of Authority to do Business in the State of Florida	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corportation ID	Acknowledgement of Addenda	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes	Occupational License	License, Certification, and/or Registeration	Federal Forms (A-H)	Certification of Receipt of Federal Labor Standard Provisions (Page 9)	Bid Total
Mike Motes Builders, LLC	Y	Y	Y	Y	N**	Y	Y	Y	Y	N*	Y	$102,000.00
Emerald Coast Constructors, Inc.	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	$53,030.00
Birkshire Johnstone, LLC	Y	Y	Y	Y	Y	Y	Y	Y	Y	N*	Y	$64,800.00

Bids Opened By:	Emily D. Weddington, Purchasing Coordinator	**Date:**	9/27/2018	**Status:**	
Bids Tabulated By:	Emily D. Weddington, Purchasing Coordinator	**Date:**	9/27/2018	Recommend Award	
Bids Witnessed By:	Karissa A. Dykes, Purchasing Office Assistant	**Date:**	9/27/2018	**CAR Date:** 11/1/18	**BOCC Date:** 11/1/18

Purchasing Manager/Designee recommends to the BOCC: That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida and Emerald Coast Constructors, Inc., per the terms and conditions of PD 17-18.078, Re-Bid Old Courthouse 2nd Floor Restroom ADA Modifications in the amount of $53,030.00.

Pursuant to Section 119.07(3)(M), Florida Statute, all document relating to this tabulation are available for public inspection and copying at the Office of Purchasing.

Notes: * Form H was returned but not signed. ** Form included 2 pages, only one page was returned.

Posted: 4:00 p.m. CDT on 10/19/2018

Form Completed By: EDW

RECOMMENDATION TO AWARD DETERMINATION CHECKLIST
(EXHIBIT 1 TO TABULATION SHEET)

SECTION 1 **- GENERAL INFORMATION SECTION -**

Description: Re-Bid Old Courthouse 2nd Floor Restroom ADA Modifications

Bid Number: PD 17-18.078

Opening Date/Time: September 27, 2018 / 2:00 p.m.

Purchasing Agent: Emily D. Weddington

Client Department: Facilities Management/Neighborhood Enterprise Dept. Director/Designee: George Bush/Meredith Reeves

Protest Information:

Note: Purchasing will advise of any Protest(s)

Requisition #:

Fund #: 129 Fund Title: CDBG Entitlement Fund

Cost Center #: 370224 Cost Center Title: 2015 CDBG Other

Object Code #: 56201 Object Code Title: Buildings

Background/Attachments/S.O.W. included w/Requisition for Preparing Recommendation ◯ Yes ◯ No
Note: Attachments to Requisition shall Reference PD # 0

Comments Applicable to General Information Section:

SECTION 2 **- RECOMMENDED AWARD SECTION -** **(See Attached Tab Sheet)**

Recommendation to the BCC: (See Attached Tabulation Sheet for Pre-Award Compliance)

Award contract to Emerald Coast Constructors, Inc. in the base bid amount of $53,030.00

Unit Price Extensions Checked by: N/A

(Signature) _____ (Date) _____

Note: Have Extensions Checked by Consultant and Confirm to Purchasing Agent after Opening.

Corrections to Unit Price Extension(s) Description:

Comments/Questions as to Responsiveness and Responsibility for Apparent Low Bidder
Purchasing ☐ Yes ☐ No Client Departmen ☐ Yes ☑ No
If Yes, Please Document in Space Provided:

SECTION 3 **-CLIENT DEPARTMENT & OFFICE OF PURCHASING APPROVALS - FOR RECOMMENDED AWARD SECTION**

Department Director/Designee Approval: _____ (Signature)

Note: Fax Immediately to Director or Designee if not at Public Opening.

Purchasing Manager/Designee Approval: _____ (Signature)

Note 1: The Office Of Purchasing prepares recommendations for contract award through the County Administrator's Report. (CAR).

Note 2: Recommendations after contract award, typically Contract Administration matters such as amendments, change orders, assignments, and task are to be prepared by the Department. Add-on Recommendations will require the approval of the Purchasing Manager (or his designee) and the Director of Administrative Services (or her designee).

F0125

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15023 **County Administrator's Report 13. 17.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 11/01/2018
Issue: Contract Amendment and Extension for Low Income Direct Emergency Assistance Program (LIDEAP)
From: Paul Nobles, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Contract Amendment and Second Extension for Low Income Direct Emergency Assistance Program (LIDEAP) - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the Chairman to sign the Second Amendment of Agreement for Low Income Direct Emergency Assistance Program (LIDEAP), PD 15-16.030, to be amended to reflect that Escarosa Coalition on the Homeless, Inc., is now conducting business in the State of Florida under the name Opening Doors Northwest Florida (NWFL), Inc., a Florida not for profit corporation.

[Funding: Fund 001 General Fund, Cost Center 370102, Object Code 58201]

BACKGROUND:

Request for Proposals, PD 15-16.039, Low Income Direct Emergency Assistance

Program (LIDEAP) was publicly noticed on Monday, February 29, 2016 to eight known groups. One response was received on Thursday, March 24, 2016. The Board approved the award to Escarosa Coalition on the Homeless, Inc. on May 19, 2016 for one year with two 1 year extensions. January 19, 2017 an amendment to the agreement was approved by the Board to "revise the initial term of the agreement to coincide with he County's fiscal year (October 1 through September 30)".

Escarosa Coalition on the Homeless, Inc. has agreed to distribute the funds without any administration costs.

BUDGETARY IMPACT:

Fund 001 General Fund, Cost Center 370102, Object Code 58201

LEGAL CONSIDERATIONS/SIGN-OFF:

Second Amendment of Agreement prepared by Senior County Attorney, Kristin Hual.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will ensure that the Amendment of Agreement is signed by the firm.

Attachments

Second Amendment of Agreement of LIDEAP

SECOND AMENDMENT OF AGREEMENT FOR
LOW INCOME DIRECT EMERGENCY ASSISTANCE PROGRAM (PD 15-16.030)

THIS SECOND AMENDMENT is made and entered into by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Opening Doors Northwest Florida (NWFL), Inc. f/k/a Escarosa Coalition on the Homeless, Inc., a Florida not-for-profit corporation authorized to conduct business in the State of Florida, FEI/EIN 59-2909065, whose principal address is 3702 North Pace Boulevard, Pensacola, FL 32505.

WITNESSETH:

WHEREAS, on May 19, 2016, the County previously entered into an Agreement with Escarosa Coalition on the Homeless, Inc. for the administration of a low income direct emergency assistance program (LIDEAP) for qualified citizens of Escambia County, Florida (PD 15-16.030); and

WHEREAS, on January 20, 2017, the parties entered into an amendment to revise the initial term of the agreement to coincide with the County's Fiscal Year (October 1 through September 30) and allocate program funding for Fiscal Year (FY) 2016/17 as part of the initial term; and

WHEREAS, effective November 20, 2017, Escarosa Coalition on the Homeless, Inc. officially changed its name to Opening Doors Northwest Florida (NWFL), Inc.; and

WHEREAS, the Board of County Commissioners finds it in the best interest of the health, safety and welfare of the citizens of Escambia County that the Agreement should be amended as provided herein.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises and covenants hereinafter set forth, the Parties agree to amend the Agreement as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference.

2. The Agreement is amended to reflect that Escarosa Coalition on the Homeless, Inc. is now conducting business in the State of Florida under the name Opening Doors Northwest Florida (NWFL), Inc., a Florida not for profit corporation.

3. The parties hereby agree that all other provisions of the Agreement as previously amended that are not in conflict with the provisions of this Amendment shall remain in full force and effect.

4. The effective date of this Amendment shall be on the date last executed by the parties.

5. This Agreement and any amendments thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any state or federal court action or other proceeding relating to any matter which is the subject of this Agreement shall be in Escambia County, Florida.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Amendment to the Agreement on the respective dates under each signature:

COUNTY:
BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

By: _____
Jeff Bergosh, Chairman

Date: _____

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk
(SEAL)

BCC Approved: _____

CONTRACTOR: OPENING DOORS NORTHWEST FLORIDA, INC. f/k/a ESCAROSA COALITION ON THE HOMELESS, INC.

ATTEST:

By: _____

Title: _____

By: _____
Corporate Secretary
(SEAL)

Date: _____

Approved as to form and legal sufficiency.
By/Title: _____
Date: 10/18/18

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14933 **County Administrator's Report 13. 18.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 11/01/2018
Issue: Safe Routes to School (SRTS) Grant Applications Submission
From: Joy Jones, Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Safe Routes to School Grant Applications Submission - Joy Jones, P.E., Public Works Department Director

That the Board take the following action concerning the Safe Routes to School (SRTS) Grant Applications for 2018:

A. Authorize the County Administrator, or designee, to submit the following Safe Routes To School (SRTS) Grant Applications:

1. Longleaf Elementary School, Pine Forest High School, and West Florida High School - Sidewalks on Wymart Road from Hollyhill Road to Longleaf Drive - Commission District 1;

2. Warrington Elementary School - Sidewalks on Manchester Street from Druid Drive to Barrancas Avenue (State Road [SR] 292), and sidewalks on Park Drive from Manchester Street to Manchester Street - Commission District 2;

3. Ensley Elementary School - Sidewalks on East Johnson Avenue from the school to Cody Lane - Commission District 3;

4. C. A. Weis Elementary School - Sidewalks and crosswalks on Cross Street from "W" Street (County Road [CR] 453) to the school, and from Pace Boulevard (SR 292) to the school - Commission District 3;

5. Holm Elementary School and Workman Middle School - Sidewalks along Burgess Road (CR 742) from Sanders Street to Lanier Drive - Commission District 4; and

6. Ransom Middle School and Kingsfield Elementary School - Sidewalks along West Kingsfield Road from the school entrance to Highway 97(CR 97) - Commission District 5; and

B. Authorize the County Administrator, or designee, to sign all related documents without further action of the Board, and upon Legal review, if necessary.

[No funding is required for the project applications; however, the local agency will be required to maintain the improvements, if constructed. Requested grant funds are initially for design, and/or construction, depending on the awarded amount]

BACKGROUND:

The Safe Routes to School (SRTS) concept was created to increase the number of children who walk or bicycle to school by funding projects that remove the barriers preventing them from doing so. Those barriers include lack of infrastructure, unsafe infrastructure and a lack of programs that promote walking and bicycling. Through education/encouragement programs aimed at children, parents, and the community, these barriers can be eliminated. Walking or biking to school gives children a sense of independence and responsibility, allows them to enjoy the fresh air, and provides opportunities for them to get to know their neighborhoods, exercise and arrive at school alert, refreshed and ready to start their day. Communities and community-based organizations are devoting increased attention to pedestrian and bicycle safety issues in an effort to improve the conditions for walking or biking to school.

Florida's SRTS program can help communities address their school transportation needs and encourage more students to walk or cycle to school. It strives to: enable and encourage children from Kindergarten through high school, including those with disabilities, to walk and bike to school, to make walking and biking to school safer and more appealing, and to facilitate the planning, development, and implementation of projects that will improve safety, reduce traffic and fuel consumption, and improve air quality in the vicinity of schools. In addition to encouraging more children to walk or cycle to school, the program also seeks to address the safety needs of children already walking or biking in less than ideal conditions.

A successful program integrates safety, traffic relief, health, environmental awareness, physical activity, and fitness. The program employs safe routes and techniques used to encourage children to walk or cycle to and from school.

Below is a list of the SRTS project requests agreed upon by the Escambia Pathways Coalition (EPC) to submit for funding consideration:

1. Longleaf Elementary School, Pine Forest High School, and West Florida High

School - Sidewalks on Wymart Road from Hollyhill Road to Longleaf Drive - Commission District 1

2. Warrington Elementary School - Sidewalks on Manchester Street from Druid Drive to Barrancas Avenue (State Road [SR] 292), and sidewalks on Park Drive from Manchester Street to Manchester Street - Commission District 2

3. Ensley Elementary School - Sidewalks on E. Johnson Avenue from the school to Cody Lane - Commission District 3

4. C. A. Weis Elementary School - Sidewalks and crosswalks on Cross Street from 'W' Street (County Road [CR] 453) to the school, and from Pace Boulevard (SR 292) to the school - Commission District 3

5. Holm Elementary School and Workman Middle School - Sidewalks along Burgess Road (CR 742) from Sanders Street to Lanier Drive - Commission District 4

6. Ransom Middle School and Kingsfield Elementary School - Sidewalks along W. Kingsfield Road from the school entrance to Highway 97(CR 97) - Commission District 5

The above grant applications are currently being generated, and staff fully expects to have them complete and submitted prior to the December 31, 2018 deadline.

BUDGETARY IMPACT:

No funding is required for the project applications; however, the local agency will be required to maintain the improvements, if constructed. Requested grant funds are for design, initially, and/or construction, depending on the awarded amount.

LEGAL CONSIDERATIONS/SIGN-OFF:

Upon completion of the applications, Kristin Hual, Senior Assistant County Attorney, will review and sign prior to submittal.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

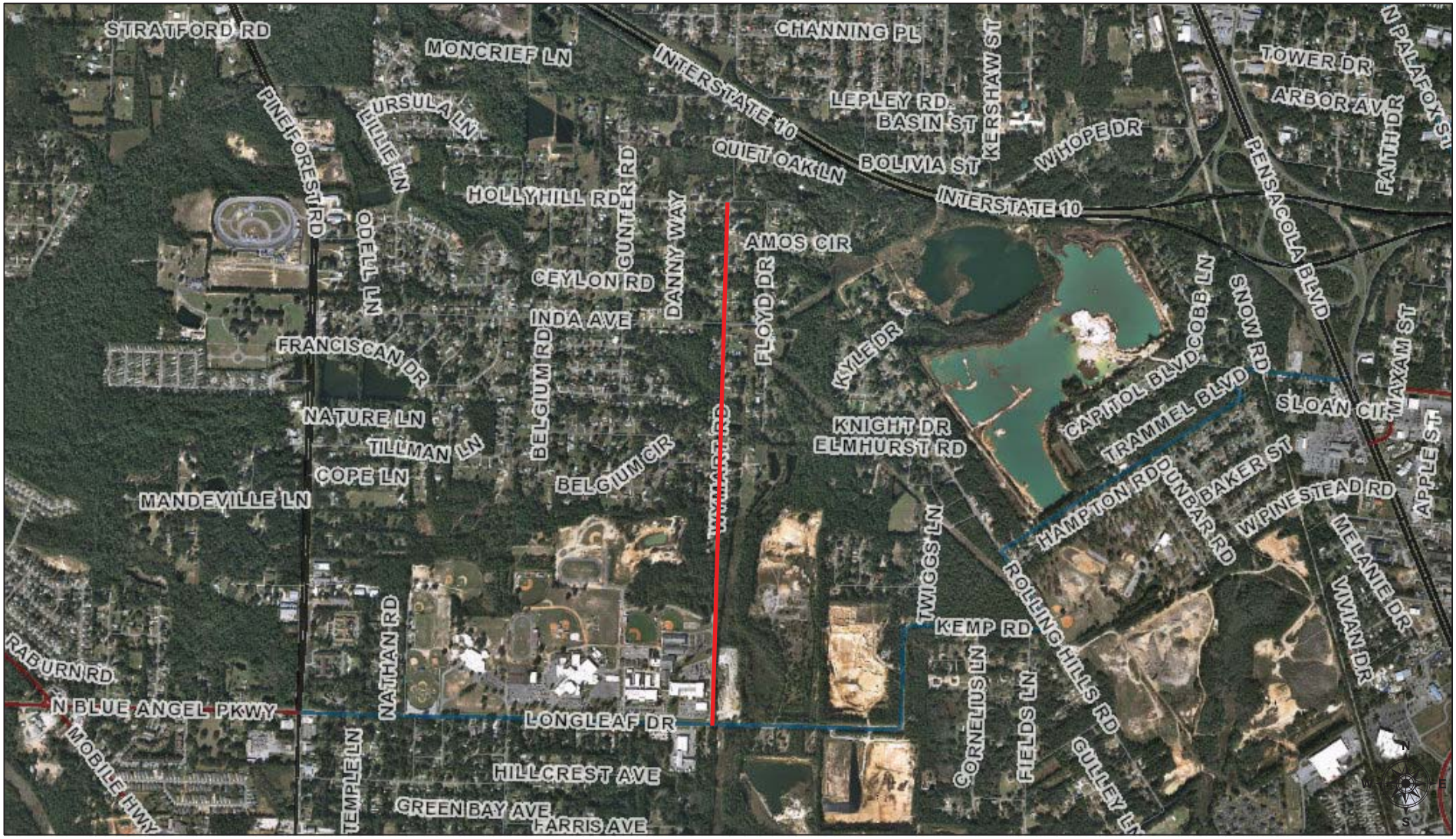
IMPLEMENTATION/COORDINATION:

Upon approval of the grant applications, Public Works staff will coordinate with School District staff on the submissions to FDOT.

Attachments

Wymart Rd Map
Manchester St. Map
Johnson Ave Map
Cross St Map
Burgess Rd Map
Kingsfield Rd Map

District 1 - Wymart Road Sidewalks



October 16, 2018

polylineLayer **Streets**

- Override 1
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- County Outline

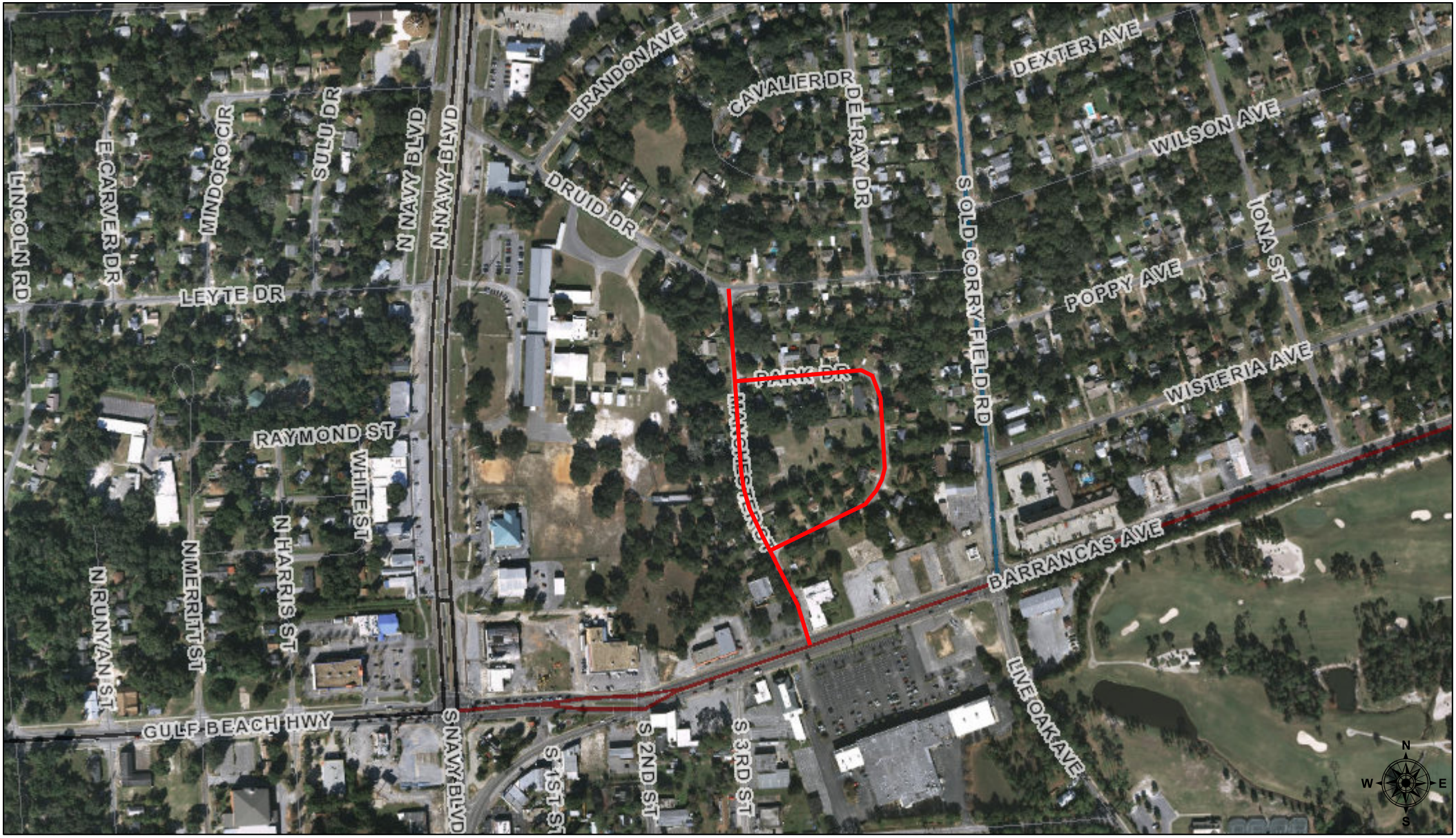
1:23,511

0 0.2 0.4 0.8 mi

0 0.3 0.6 1.2 km

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, © OpenStreetMap contributors, and the GIS User Community

District 2 - Manchester Street and Park Drive Sidewalks



October 16, 2018

polylineLayer

Override 1

Streets

PRINCIPAL ARTERIAL

MINOR ARTERIAL

COLLECTOR

LOCAL ROAD

County Outline

1:5,878

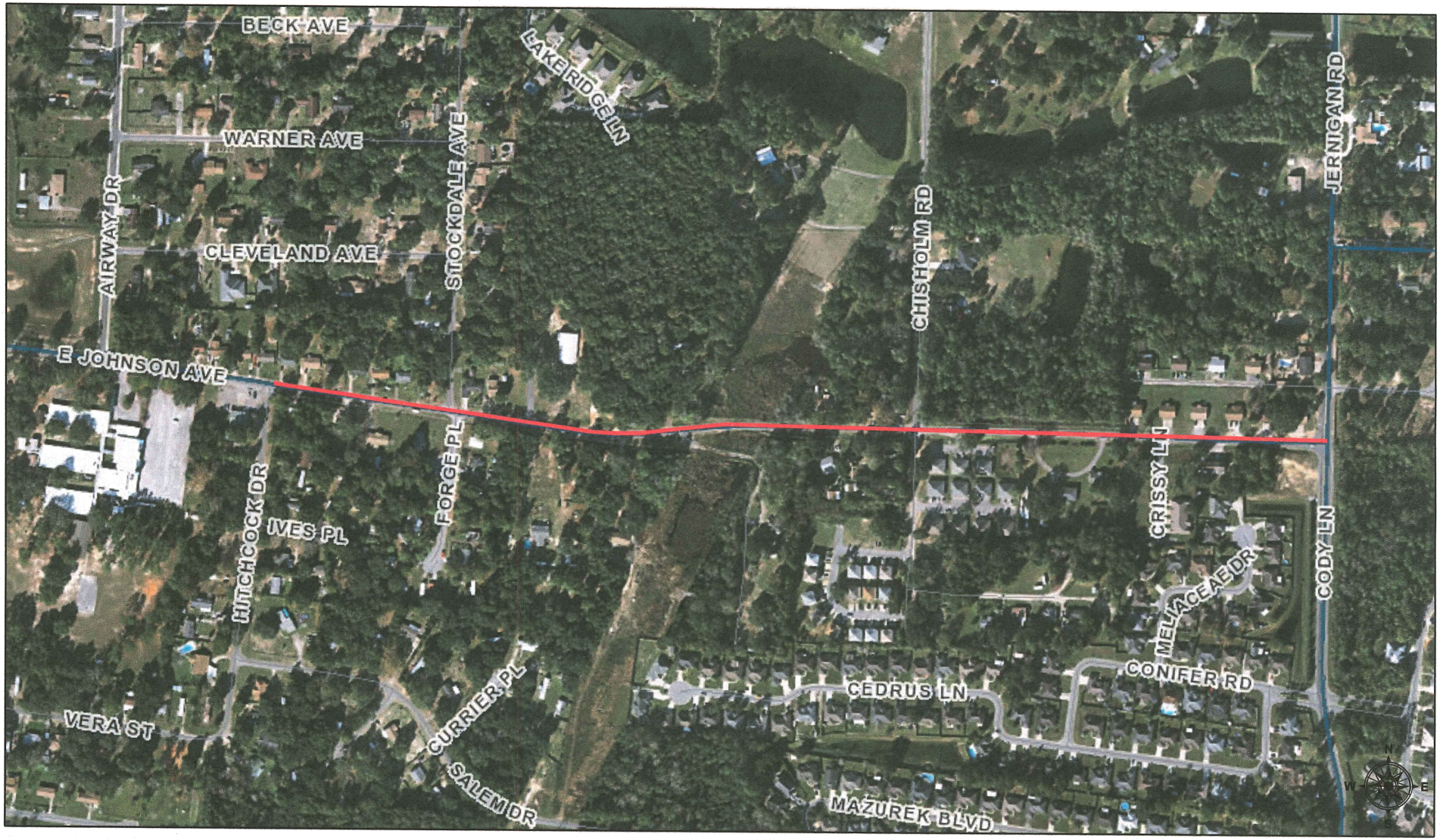
0 0.05 0.1 0.2 mi

0 0.075 0.15 0.3 km

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, © OpenStreetMap contributors, and the GIS User Community

2018

District 3 - Johnson Avenue Sidewalks



October 16, 2018

polylineLayer

Override 1

Streets

PRINCIPAL ARTERIAL

MINOR ARTERIAL

COLLECTOR

LOCAL ROAD

County Outline

1:5,878

0 0.05 0.1 0.2 mi

0 0.075 0.15 0.3 km

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, © OpenStreetMap contributors, and the GIS User Community

2018

District 3 - Cross Street Sidewalks

October 16, 2018

polylineLayer

Override 1

Streets

PRINCIPAL ARTERIAL

MINOR ARTERIAL

COLLECTOR

LOCAL ROAD

County Outline

1:5,878

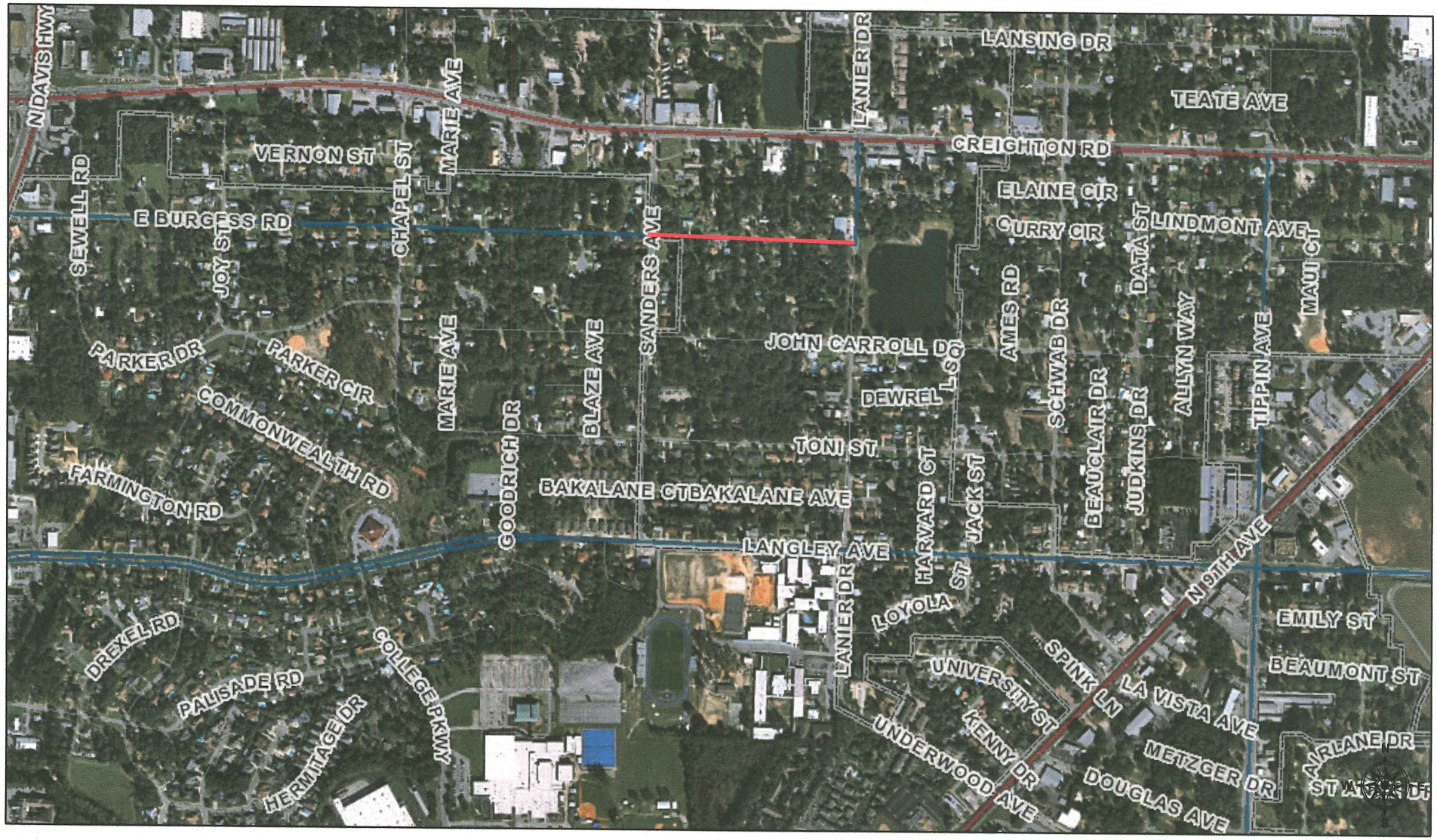
0 0.05 0.1 0.2 mi

0 0.075 0.15 0.3 km

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, © OpenStreetMap contributors, and the GIS User Community

2018

District 4 - Burgess Road Sidewalks



October 16, 2018

polylineLayer

Override 1

Streets

PRINCIPAL ARTERIAL

MINOR ARTERIAL

COLLECTOR

LOCAL ROAD

County Outline

1:11,756

0 0.1 0.2 0.4 mi

0 0.15 0.3 0.6 km

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, © OpenStreetMap contributors, and the GIS User Community

2018

District 5 - Kingsfield Road Sidewalks

October 16, 2018

polylineLayer

Override 1

Streets

PRINCIPAL ARTERIAL

MINOR ARTERIAL

COLLECTOR

LOCAL ROAD

County Outline

1:5,878

0 0.05 0.1 0.2 mi

0 0.075 0.15 0.3 km

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, © OpenStreetMap contributors, and the GIS User Community

2018

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15058 **County Administrator's Report 13. 19.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 11/01/2018
Issue: Beacon Addition to Existing Johnson Avenue Pedestrian Crossing
From: Joy Jones, Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Funding for the Beacon Addition to Existing Johnson Avenue Pedestrian Crossing - Joy Jones, P.E., Public Works Department Director

That the Board take the following action concerning the funding for the Beacon Addition to Existing Johnson Avenue Pedestrian Crossing:

Approve transferring $3,700 to the Traffic and Transportation Operations operating budget for the Beacon Addition to Existing Johnson Avenue Pedestrian Crossing from Commissioner Grover Robinson's discretionary funds.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 211201, "Transportation and Traffic Operations"]

BACKGROUND:

At the request of West Florida Hospital, and the concurrence of Commissioner Robinson, county staff will install stand-alone flashing beacon assemblies to enhance the existing crosswalk within the public right-of-way on Johnson Avenue between University Parkway and Davis Highway, approximately 550' west of the intersection of Davis Highway and Johnson Avenue.

The pedestrian crossing was evaluated after the vehicle / pedestrian crash in June 2017 and found to be in substantial accordance with the Manual on Uniform Traffic Control Devices. For safety and to encourage crosswalk use, staff installed some enhancements to the crosswalk. It should be noted that the vehicle/pedestrian crash accured approximately 300' from the crosswalk. The crosswalk currently has high-intensity crosswalk striping, rumble strips, pavement

markings, advanced warning signage, and high-reflectivity posts. The addition of these standard, non-pedestrian actuated beacons (continuous flashers) will further enhance this crosswalk.

West Florida Hospital staff have been made aware that, for maximum benefit and safety of their employees and patrons, the Hospital should install channelization devices (hedgerows/fences, sidewalks, etc.) on their property directing pedestrians to the crosswalk.

It is standard practice that, for similar sign/beacon installations not required by the Manual on Uniform Traffic Control Devices (MUTCD), the respective district commissioner will fund the sign installation from his discretionary funds.

BUDGETARY IMPACT:

Funds are available in Fund 175, Transportation Trust Fund, Cost Center 211201 "Transportation and Traffic Operations."

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon Board approval, the Transportation and Traffic Operations Division will order and install the beacons.

Attachments

Beacon Quote

TEMPLE, INC.
P.O. Box 2066 / 50 Davis Street
Decatur, AL 35602
Phone: 800/633-3221, Local 386-615-8246
Fax: 256/353-4578, Local 386-615-4866

1954 - 2018
Serving the South's Traffic Needs for over 60 Years

TO: Escambia County, FL
attn: Alan Thedford
tathedo@myescambia.com

DATE: **8-Oct-18**
TERMS: Net 30 Days, FOB Shipping Point, Prepaid and Allowed
DELIVERY: **4 to 6 Weeks ARO**
SALESPERSON: **Tyler Berry**

QUOTE #: Escambia County.100818

CONDITIONS: The prices and terms on this quotation are subject to verbal changes or other agreements unless approved in writing by Temple, Inc.. All quotations and agreements are contingent upon strikes, accidents, fires, availability of materials and all other causes beyond our control. Prices are based on cost and conditions existing on the date of the quotation and are subject to changes by Temple, Inc. before final acceptance.

Quantity	Description	Price	Extended
2	**Line Item#101, Carmanah R247E w/ Yellow LED**	$1,854.00	**$3,708.00**

Pricing per FDOT State Contract ITB-DOT-15/16-9005-GH

Quote Valid for 30 Days

Tyler Berry

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14801 **County Administrator's Report 13. 20.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 11/01/2018
Issue: FL-AL TPO Transportation Alternatives Project Applications
From: Joy Jones, Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Florida-Alabama Transportation Planning Organization Transportation Alternatives Program Project Applications for Escambia County, Florida - Joy Jones, P.E., Public Works Department Director

That the Board take the following action regarding the proposed State of Florida, Department of Transportation, District 3 Applications for Multi-Modal Facilities:

A. Approve submittal of Applications for the Florida-Alabama Transportation Planning Organization (TPO) Transportation Alternatives Program (TAP) funds to design and construct the multi-modal facilities at the following locations: 1. Sidewalks along Dog Track Road (CR [County Road] 297) from Blue Angel Parkway (SR [State Road] 173) to US 98 (SR 30) - Design - Commission District 1;

2. Multi-Use Path along Perdido Key Drive (SR 292) from the State Park Entrance to Theo Baars Bridge - Construction - Commission District 2;

3. Sidewalks along Chemstrand Road (CR 749) from Johnson Avenue to Nine Mile Road (SR 10) - Construction - Commission District 3;

4. Sidewalks along Olive Road (CR 290) from North Palafox Street (CR 295A) to Cody Lane - Design - Commission District 3;

5. Sidewalks along Olive Road (CR 290) from Cody Lane to Davis Highway (SR 291) - Design - Commission District 4;

6. Sidewalks along Chemstrand Road (CR 749) from existing sidewalks north of Nine Mile Road (SR 10) to existing sidewalks south of Ten Mile Road (CR 99) - Construction - Commission District 5; and

7. Sidewalks along Nine and ½ Mile Road from Pine Forest Road (CR 297) to Stefani Road (CR 489), and along Stefani Road (CR 489) from Nine Mile Road (SR 10) to the Escambia County Extension Office - Design - Commission District 5;

B. Adopt a Resolution in support of the Applications for the Transportation Alternatives Program Projects; and

C. Authorize the Chairman or Vice Chairman to sign the Transportation Alternatives Program Projects Applications, the Resolution, and any subsequent documents may be needed for proper submission.

[Funding: No local funding match is required. However, the Board allocated $1M towards the Chemstrand Road Sidewalks (Nine Mile Road to Ten Mile Road) Project from LOST IV, and staff plans to leverage those funds as local match incentive for TAP funding (total construction cost estimate of $2.5-3M)]

BACKGROUND:

The Moving Ahead for Progress in the 21st Century (MAP-21) Act, signed into law in July 2012, was a long-term highway improvement authorization that funded surface transportation programs. Map-21 was replaced with The Fixing America's Surface Transportation (FAST) Act, signed into law in December 2015. Both legislative acts funded what is known as the Transportation Alternatives Program (TAP), which provides funding for programs and projects defined as transportation alternatives, including on- and off-road pedestrian and bicycle facilities, infrastructure projects to improve non-driver access to public transportation and enhanced mobility, community improvement activities, environmental mitigation, recreational trail program projects, safe routes to schools projects, and projects for planning, designing, or constructing boulevards and other roadways largely in the right of way of former Interstate System routes or other divided highways.

Public Works staff selected specific projects from the FL-AL TPO Bicycle - Pedestrian Projects List and from other sources based on need, connectivity, and feasibility. The proposed projects would allow for the design and construction of new multi-modal facilities throughout the county. TAP submittals must include a Resolution supporting the projects adopted in conjunction with the approval to submit. All complete TAP applications must be submitted to TPO staff by December 28, 2018. Staff is preparing the applications and will acquire the appropriate signatures prior to submitting, upon Board approval.

Federal and State funds are available for the higher-priority projects, as ranked by the TPO.

The Grant Applications are currently being generated and staff fully expects to have them complete and submitted prior to the January 2019 FDOT deadline.

1. Sidewalks along Dog Track Road (CR [County Road] 297) from Blue Angel Parkway (SR [State Road] 173) to US 98 (SR 30) - Design - Commission District 1

2. Multi-Use Path along Perdido Key Drive (SR 292) from the State Park Entrance to Theo Baars Bridge - Construction - Commission District 2

3. Sidewalks along Chemstrand Road (CR 749) from Johnson Avenue to Nine Mile Road (SR 10) - Construction - Commission District 3

4. Sidewalks along Olive Road (CR 290) from North Palafox Street (CR 295A) to Cody Lane - Design - Commission District 3

5. Sidewalks along Olive Road (CR 290) from Cody Lane to Davis Highway (SR 291) - Design - Commission District 4

6. Sidewalks along Chemstrand Road (CR 749) from existing sidewalks north of Nine Mile Road (SR 10) to existing sidewalks south of Ten Mile Road (CR 99) - Construction - Commission District 5

7. Sidewalks along Nine and ½ 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 - Commission District 5

BUDGETARY IMPACT:

No local funding match is required. However, the Board allocated $1,000,000 towards the Chemstrand Road Sidewalks (Nine Mile to Ten Mile Road) Project from LOST IV, and staff plans to leverage those funds as local match incentive for TAP funding ($2.5-3M construction estimate).

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Senior Assistant County Attorney, reviewed and approved the Resolution as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon Board approval of the TAP project applications, Public Works staff will transmit the applications to TPO staff prior to the submittal deadline date of December 28, 2018.

Attachments

Resolution
Dog Track Road Map
Perdido Key Drive Map
Chemstrand Rd Map
Olive Rd West Map
Olive Rd East Map
Chemstrand Rd North
9 1/2 Mile & Stefani Map

RESOLUTION R2018-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA SUPPORTING AN APPLICATION FOR TRANSPORTATION ALTERNATIVES PROGRAM FUNDING TO DESIGN AND CONSTRUCT MULTI-MODAL FACILITIES ALONG SEVERAL COUNTY ROADS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Escambia County, Florida desires to promote and encourage alternative modes of transportation; and

WHEREAS, traffic congestion, traffic accidents, and pollution of the environment all stand to be reduced through a decrease in the dependence on motor vehicles; and

WHEREAS, Escambia County is attempting to alleviate the burgeoning demand created by motor vehicles on the roadway system; and

WHEREAS, the roadways known as Chemstrand Road (CR 749), Perdido Key Drive (SR 292), Olive Road (CR 290), Dog Track Road (CR 297), Nine and ½ Mile Road, and Stefani Road (CR 489) are located in the unincorporated area of Escambia County, Florida; and

WHEREAS, many citizens of Escambia County have expressed a desire for additional multi-modal facilities throughout the County; and

WHEREAS, the following proposed multi-modal projects (hereinafter referred to collectively as "the Projects") are endorsed by the Florida-Alabama Transportation Planning Organization and included as part of the Long Range Transportation Plan:

- Sidewalks along Dog Track Road from Blue Angel Parkway to US 98;
- Sidewalks along Olive Road from North Palafox Street to Cody Lane;
- Sidewalks along Olive Road from Cody Lane to Davis Highway;
- Multi-Use Path along Perdido Key Drive from the State Park Entrance to Theo Baars Bridge;
- Sidewalks along Chemstrand Road from Johnson Avenue to Nine Mile Road;
- Sidewalks along Chemstrand Road from existing sidewalks north of Nine Mile Road to existing sidewalks south of Ten Mile Road; and
- Sidewalks along Nine and ½ Mile Road from Pine Forest Road to Stefani Road, and along Stefani Road from Nine Mile Road to the Escambia County Extension Office;

WHEREAS, Federal Transportation Alternatives Program (TAP) funds are now available for transportation alternatives projects through the State of Florida Department of Transportation; and

WHEREAS, the Projects appear to meet the eligibility requirements for funding, and it is in the best interests of the public health, safety, and welfare of the citizens of Escambia County that the funding be sought from the State of Florida Department of Transportation.

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

OF ESCAMBIA COUNTY, FLORIDA, AS FOLLOWS:

Section 1. That the above stated recitals are true and correct and incorporated herein by reference.

Section 2. That the Projects have been endorsed by the Florida-Alabama Transportation Planning Organization and Escambia County as serving an unmet vital transportation need for the public health, safety, and welfare of the citizens of Escambia County.

Section 3. That the Board of County Commissioners, in furtherance of such purpose, supports filing an application with the State of Florida Department of Transportation for Federal Transportation Alternatives Program (TAP) funding for the Projects.

Section 4. That this Resolution will take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this ____ of _____, 2018.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By:_____
Jeff Bergosh, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By:_____
Deputy Clerk

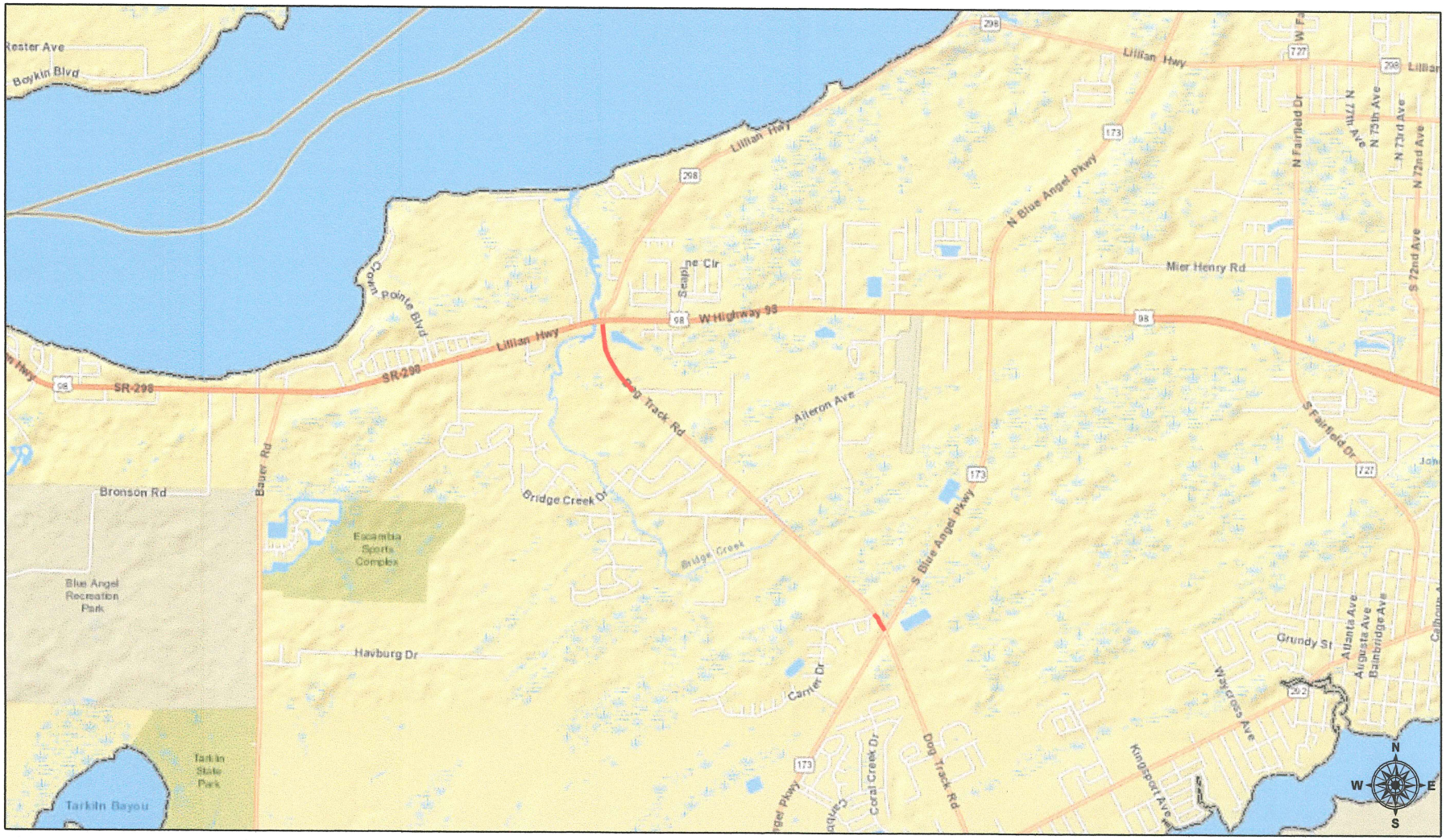
(SEAL)

Approved as to form and legal sufficiency.

By/Title: _____

Date: 10/3/18

District 1 - Dog Track Road Sidewalks



October 16, 2018

polylineLayer

Override 1

County Outline

1:47,022

0 0.4 0.8 1.6 mi

0 0.5 1 2 km

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, © OpenStreetMap contributors, and the GIS User Community

2018

District 2 - Perdido Key Drive Multi-Use Path

October 16, 2018

polylineLayer

Override 1

County Outline

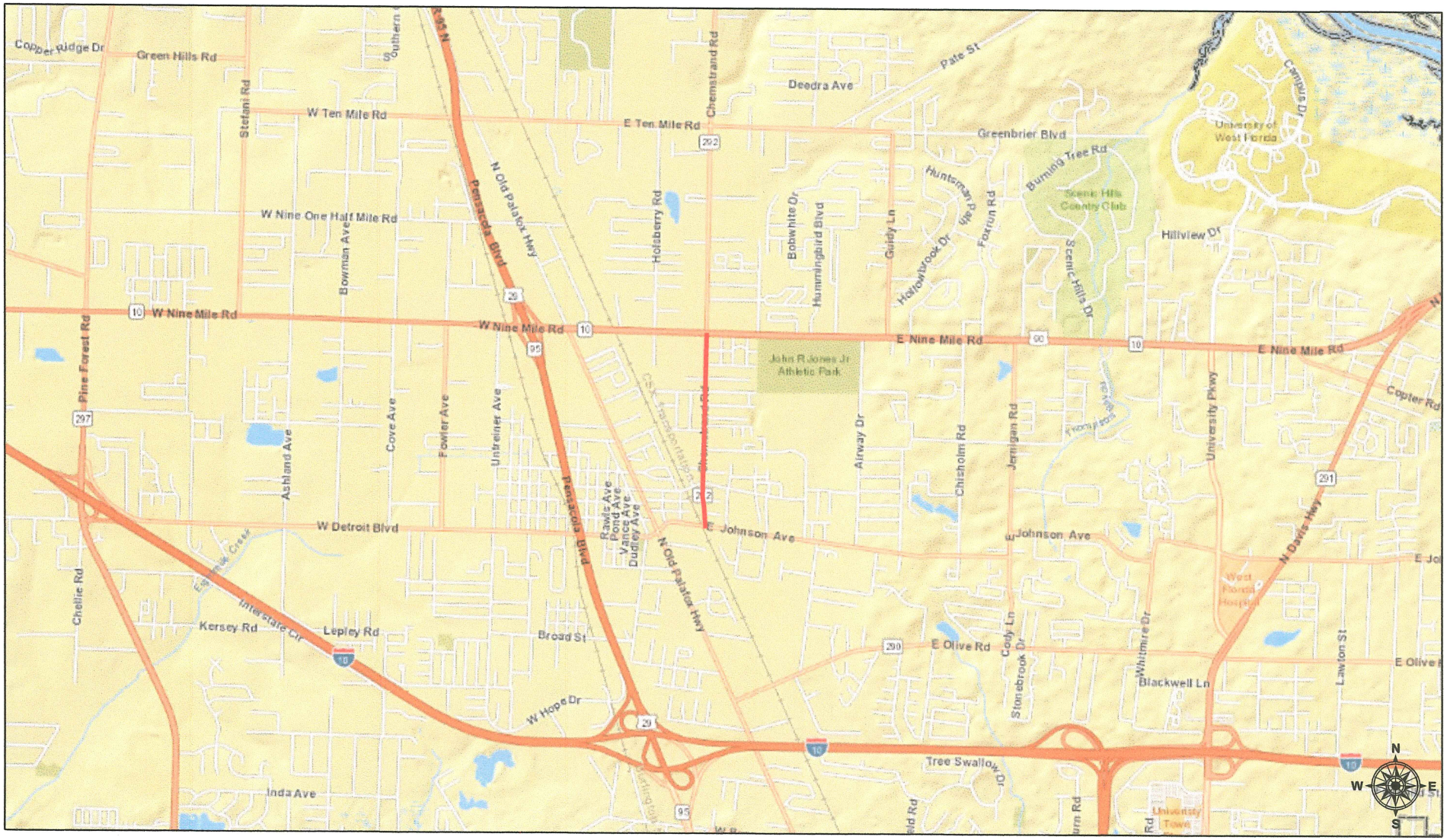
1:47,022

0 0.4 0.8 1.6 mi

0 0.5 1 2 km

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, © OpenStreetMap contributors, and the GIS User Community

District 3 - Chemstrand Road - South Sidewalks



October 16, 2018

polylineLayer

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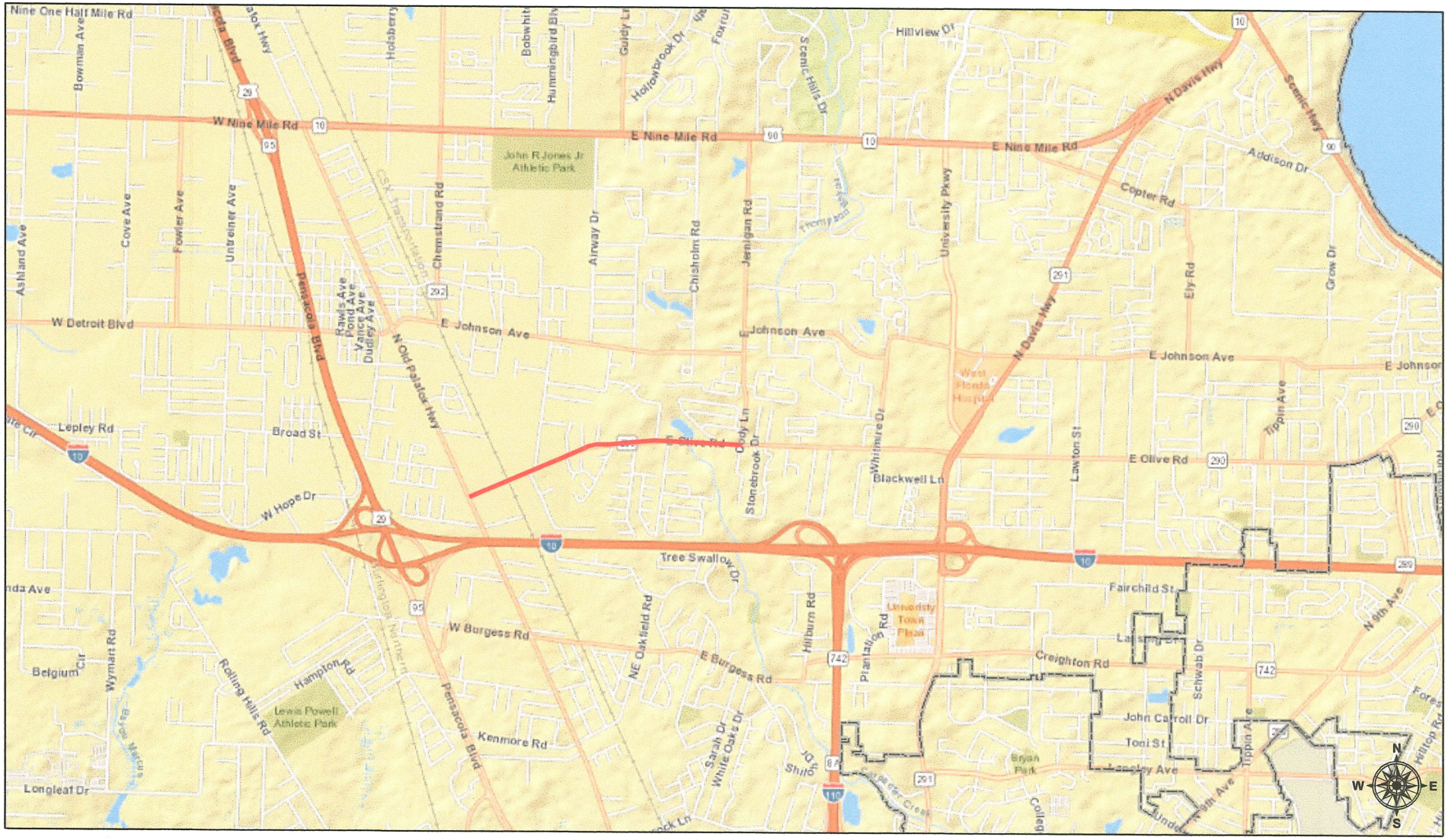
District 3 - Olive Road - West Sidewalks



October 16, 2018

polylineLayer

Override 1

County Outline

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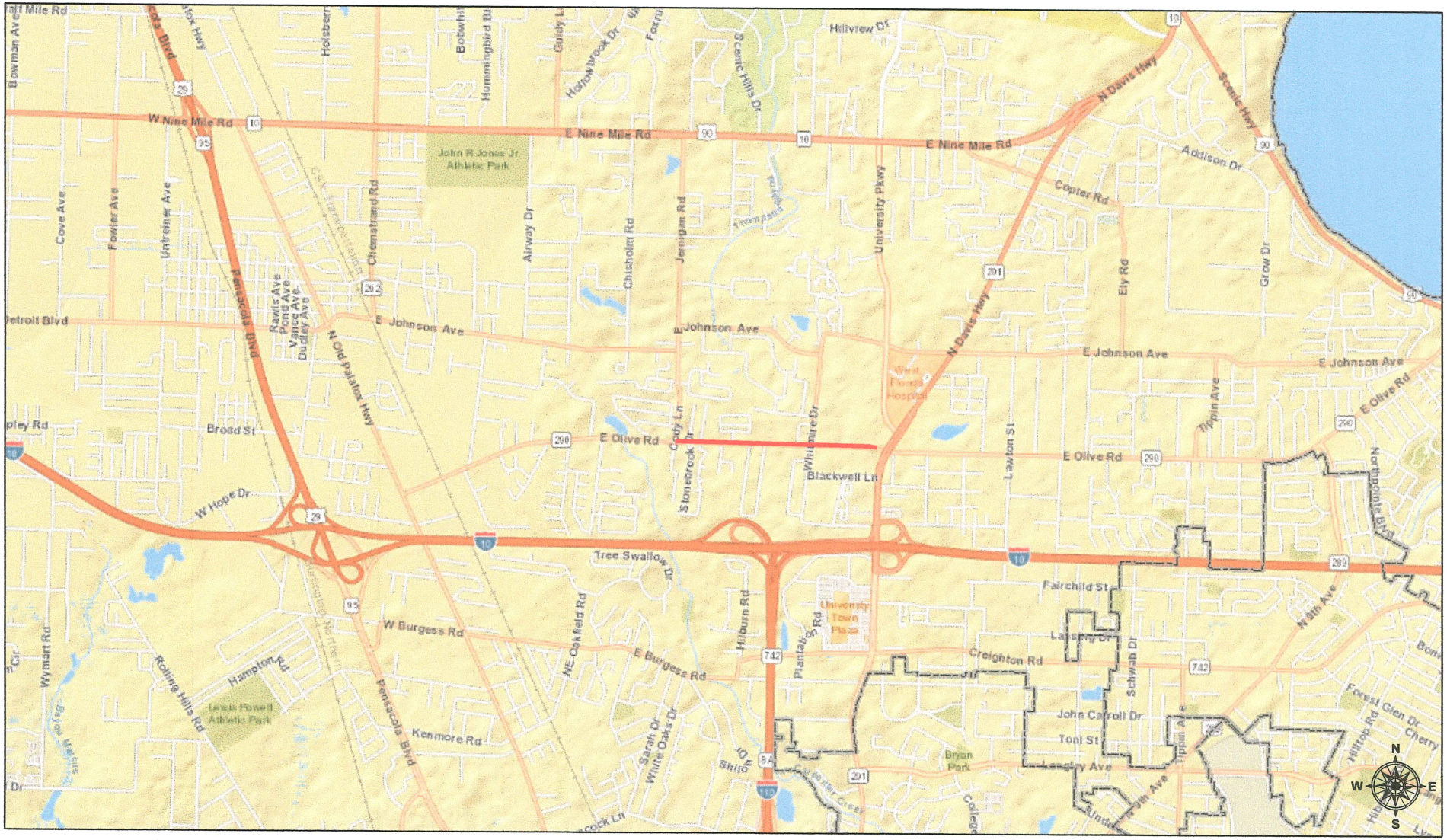
District 4 - Olive Road - East Sidewalks



October 16, 2018

polylineLayer

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- County Outline

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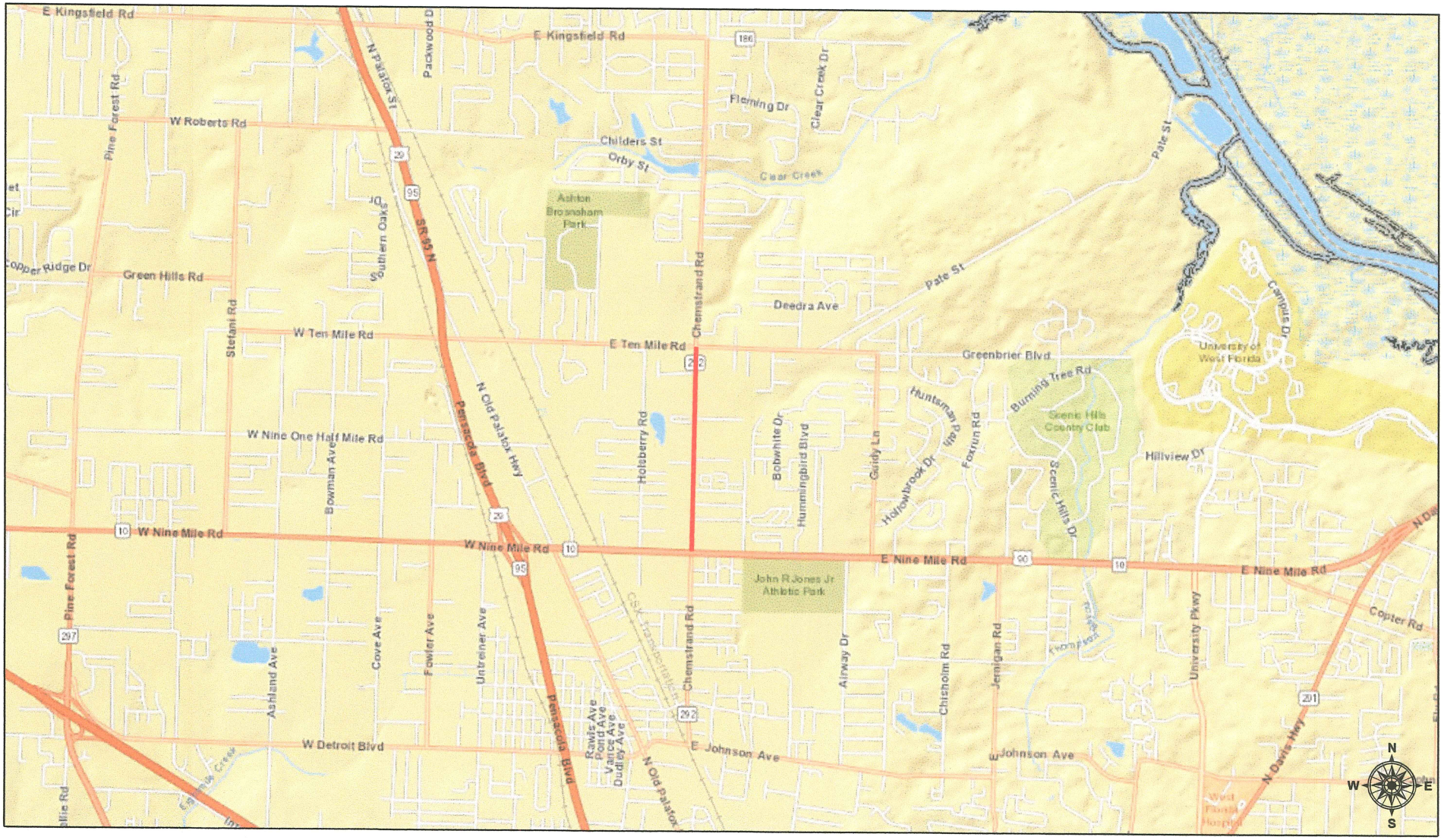
District 5 - Chemstrand Road - North Sidewalks



October 16, 2018

polylineLayer

- Override 1
- County Outline

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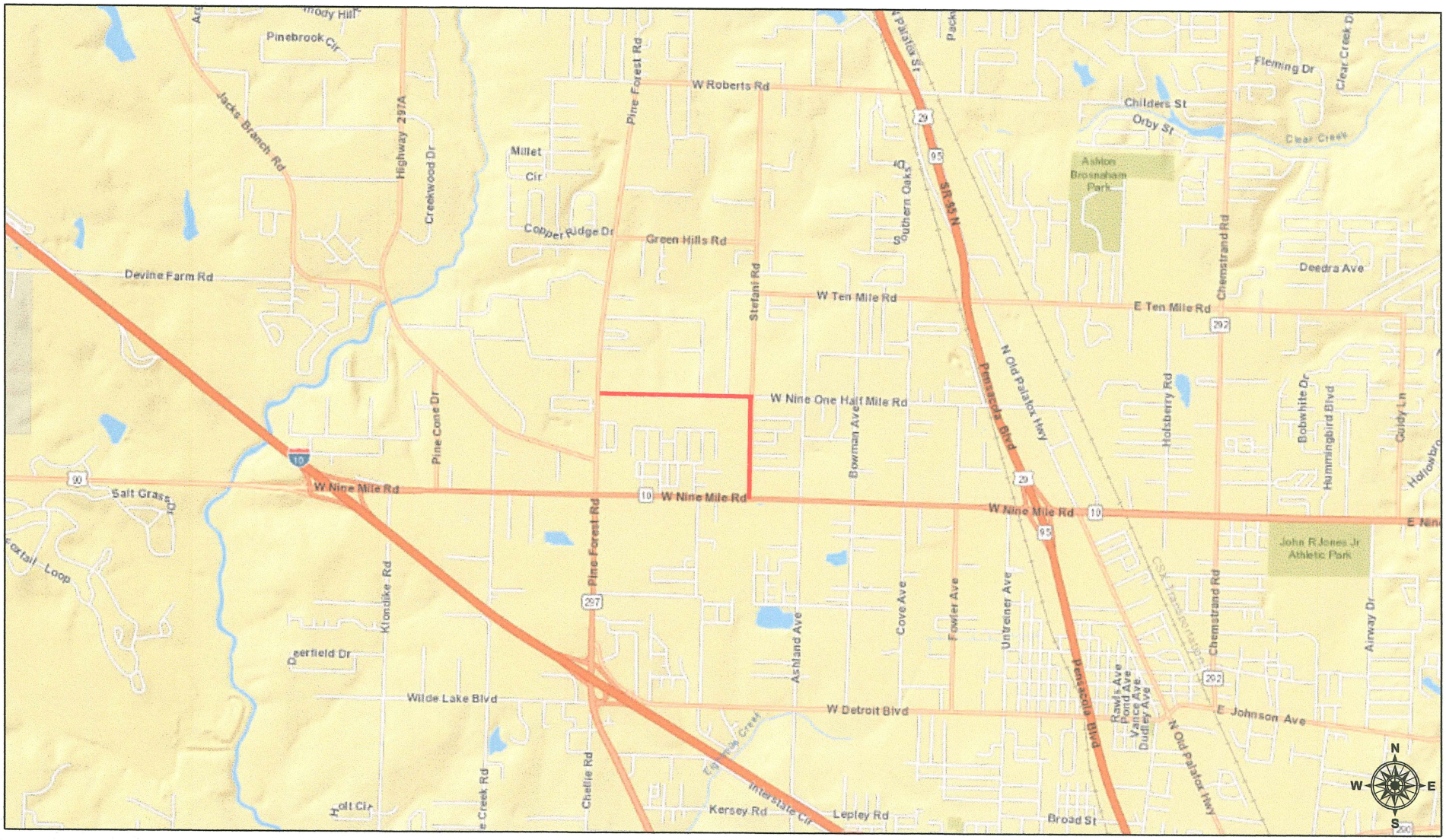
District 5 - 9 1/2 Mile and Stefani Road Sidewalks



October 16, 2018

polylineLayer

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County Outline

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2018

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15101 **County Administrator's Report 13. 21.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 11/01/2018
Issue: Donation from District 4 Discretionary Funds for the HER Foundation
From: Grover Robinson, District 4 Commissioner
Organization: Board of County Commissioners
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Donation from District 4 Discretionary Funds for the HER Foundation - Commissioner Grover C. Robinson, IV, District 4

That the Board approve the contribution of $3,000 of discretionary funds by Commissioner Grover Robinson to the HER Foundation, per the Monument to Women Veterans' request, to help purchase a suppression kitchen hood vent for the only Homeless Female Veteran's Shelter on the Gulf Coast.

[Funding: Fund 001, General Fund, Board of County Commissioners' Discretionary Money, Cost Center 110101, Object Code 58201]

BACKGROUND:

The HER Foundation, an organization that provides services for homeless female veterans while transitioning info affordable housing, has done a great job in purhacsing and remodeling a commercial building that will accommodate about 10 to 12 homeless women veterans. The only thing standing in the way of this becoming a reality and to start housing veterans is a commercial suppression hood vent for the kitchen, which is required by the Fire Marshall.

BUDGETARY IMPACT:

Funding: Fund 001, General Fund, Board of County Commissioners' Discretionary Money, Cost Center 110101, Object Code 58201

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon Board approval, the County Administrator's Office will work with the Her Foundation to obtain the necessary paperwork to process a payment voucher.

Attachments

Sales Order for HER's Foundation Hood

MobileFixture
THE KITCHEN & RESTAURANT STORE
SINCE 1927

Sales Order

10/16/2018

Project:
Hers Foundation hood

From:
Mobile Fixture & Equip. Co, Inc
Josh Lucking
Mobile Fixture & Equip Co, Inc.
164 N. Geronimo St.
Miramar Beach , FL 32550-4062
251-342-0455
(850)269-0442 (Contact)

Item	Qty	Description	Sell	Sell Total
1	1 ea	**HOOD SYSTEM** Accurex Model No. CUSTOM H-1 1 Residential Range Hood XRRS-36	$8,250.56	$8,250.56
			ITEM TOTAL:	**$8,250.56**
			Total	$8,250.56

Title to the merchandise remains vested in Seller until Seller is paid in full. Purchaser grants Seller a security interest in the merchandise until paid in full, and authorizes the filing of a financing statement. Seller will charge a 1.5% per month service charge on any open account with an unpaid balance which is 30 days past due. Purchaser agrees to pay any attorney's fees and costs incurred by Seller to secure payment or enforce Purchaser's obligations. Purchaser is responsible for custom equipment orders, restock fees and return freight when applicable. Neither Seller or Purchaser will be liable for consequential damages in any form arising out of or relating to the obligations of either party, including damages for food spoilage, work shutdown, loss of profits or personal injury. Seller reserves the right to charge a 3% surcharge for invoices, deposits or payments paid with a credit card.

DISCLAIMER OF WARRANTIES: The only warranties applicable to the merchandise are those that may be provided by the manufacturer, if any. Seller expressly disclaims any and all warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose.

Acceptance: _____ Date: _____

Printed Name: _____

Initial: _____

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15098 **County Administrator's Report 13. 22.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 11/01/2018
Issue: Issuance of not exceeding $50,000,000 Escambia County, Florida Capital Improvement Refunding Revenue Bonds, Series 2018
From: JoLinda Herring, Shareholder
Organization: Bryant Miller Olive P.A.
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Issuance of Not Exceeding $50,000,000 Escambia County, Florida, Capital Improvement Refunding Revenue Bonds, Series 2018 to Refund the Escambia County, Florida Capital Improvement Refunding Revenue Bond, Series 2011, Escambia County, Florida Capital Improvement Revenue Note, Series 2013 and Escambia County, Florida Sales Tax Refunding Revenue Bond, Series 2011 - JoLinda Herring, Shareholder, Bryant Miller Olive P.A.

That the Board of County Commissioners (the "Board") adopt a Resolution (the “Resolution”) authorizing the issuance and sale of not exceeding $50,000,000, Escambia County, Florida Capital Improvement Refunding Revenue Bonds, Series 2018 (the “Series 2018 Bonds”), which Resolution includes (i) approval of the refunding of the County's Capital Improvement Refunding Revenue Bond, Series 2011; Capital Improvement Revenue Note, Series 2013, and Sales Tax Refunding Revenue Bond, Series 2011 (collectively, the "Refunded Obligations"), (ii) approval of a form of Bond Purchase Agreement among the County, RBC Capital Markets, LLC, Raymond James & Associates, Inc. and Wells Fargo Bank, National Association , (iii) approval of the distribution of a Preliminary Official Statement and authorization of a final Official Statement, (iv) approval of a form of Continuing Disclosure Certificate and (v) designation of U.S. Bank National Association as both Paying Agent and Escrow Agent.

BACKGROUND:

The proposed Series 2018 Bonds are to be issued to refund all of the remaining amount outstanding of each series of the Refunded Obligations, as follows:

Series	Outstanding Amount(1)	Current Rate	Final Maturity

Capital Improvement Refunding Revenue Bond, Series 2011	$13,955,000	3.780%	October 1, 2031
Sales Tax Refunding Revenue Bond, Series 2011	24,030,000	3.719%	October 1, 2031
Capital Improvement Revenue Note, Series 2013	8,569,000	3.816%	October 1, 2028
1. *After October 1, 2018 Principal Payment*	$46,554,000		

The proposed refinancing is for debt service savings. The County's Financial Advisor estimates that the County could realize approximately $1,858,779.63 in net present value savings as a result of the refunding based on the current interest rate market as of October 17, 2018. (The estimated savings are computed net of costs of issuance.)

In connection with the County's recent issuance of its Sales Tax Revenue Bonds, Series 2017, the County's then financial advisor solicited proposals from underwriters to provide the financing for the issuance of such Bonds (the "2017 Proposals"). RBC Capital Markets, LLC, was selected as the senior managing underwriter, and Raymond James & Associates, Inc. and Wells Fargo Bank, National Association, were selected as co-managers. The County's current Financial Advisor, Public Resources Advisor Group, and staff are recommending the same underwriting team be selected for the issuance of the Series 2018 Bonds on the basis of the 2017 Proposals.

The Series 2018 Bonds are secured by certain Pledged Funds consisting primarily of Non-Ad Valorem Revenues budgeted, appropriated and deposited in the Debt Service Fund created and established under the Resolution. The Series 2018 Bonds do not constitute a general obligation or a pledge of the full faith and credit of the County.

The Resolution and its attachments have been prepared by Bryant Miller Olive P.A., the County's Bond Counsel, and have been reviewed and approved by staff and by the County's Financial Advisor.

BUDGETARY IMPACT:

The Financial Advisor reports that the estimated Maximum Bond Service Requirement of the Series 2018 Bonds, given current market conditions, is expected to be approximately $4,709,000 and will mature no later than October 1, 2031. The combined Maximum Bond Service Requirement of the Refunded Obligations is $4,906,169 and have a final maturity date of October 1, 2031. It is estimated that the issuance of the Series 2018 Bonds will result in a annual debt service savings to the County.

LEGAL CONSIDERATIONS/SIGN-OFF:

Documents drafted in connection with the proposed refinancing are being distributed to the County staff, including the County Attorney's office for review, comment and approval as they are prepared. The County Attorney has signed off on the Resolution. Further, the County Attorney will render her opinion as to legality, and the County's Bond Counsel will render their opinion as to tax-exemption as a condition of closing.

PERSONNEL:

None.

POLICY/REQUIREMENT FOR BOARD ACTION:

The issuance of the Series 2018 Bonds will comply with the Board's requirements for the issuance of County Bonds.

IMPLEMENTATION/COORDINATION:

Execution by the authorized officers of the Board of the final financing and closing documents will be required at or prior to the Closing.

Attachments

Resolution

RESOLUTION NO. R2018-___

Adopted November 1, 2018

ESCAMBIA COUNTY, FLORIDA

(the "Issuer")

Relating to

NOT EXCEEDING $50,000,000
ESCAMBIA COUNTY, FLORIDA
CAPITAL IMPROVEMENT REFUNDING REVENUE BONDS, SERIES 2018

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RESOLUTION NO. R2018-__

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA AUTHORIZING THE ISSUANCE OF NOT TO EXCEED $50,000,000 IN AGGREGATE PRINCIPAL AMOUNT ESCAMBIA COUNTY, FLORIDA CAPITAL IMPROVEMENT REFUNDING REVENUE BONDS, SERIES 2018 FOR THE PURPOSE OF REFUNDING ON A CURRENT BASIS ALL THE OUTSTANDING ESCAMBIA COUNTY, FLORIDA CAPITAL IMPROVEMENT REFUNDING REVENUE BOND, SERIES 2011, ESCAMBIA COUNTY, FLORIDA CAPITAL IMPROVEMENT REVENUE NOTE, SERIES 2013 AND ESCAMBIA COUNTY, FLORIDA SALES TAX REFUNDING REVENUE BOND, SERIES 2011; COVENANTING TO BUDGET AND APPROPRIATE LEGALLY AVAILABLE NON-AD VALOREM REVENUES TO PROVIDE FOR THE PAYMENT THEREOF; MAKING CERTAIN COVENANTS AND AGREEMENTS FOR THE BENEFIT OF THE HOLDERS OF SUCH BONDS; AUTHORIZING CERTAIN OFFICIALS AND EMPLOYEES OF THE COUNTY TO TAKE ALL ACTIONS REQUIRED IN CONNECTION WITH THE SALE, ISSUANCE AND DELIVERY OF SUCH BONDS; TAKING CERTAIN OTHER ACTIONS WITH RESPECT TO SUCH BONDS; AUTHORIZING AND APPROVING THE NEGOTIATED SALE OF SUCH BONDS TO THE UNDERWRITERS NAMED HEREIN SUBJECT TO THE TERMS AND CONDITIONS CONTAINED HEREIN; APPROVING THE FORM AND AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND EXECUTION AND DELIVERY OF A FINAL OFFICIAL STATEMENT; AUTHORIZING CERTAIN OFFICIALS TO DEEM FINAL THE PRELIMINARY OFFICIAL STATEMENT FOR PURPOSES OF SECURITIES AND EXCHANGE COMMISSION RULE 15C2-12; APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT; APPOINTING THE PAYING AGENT AND REGISTRAR; APPOINTING AN ESCROW AGENT; PROVIDING CERTAIN OTHER MATTERS RELATING TO THE BONDS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

ARTICLE I
GENERAL

SECTION 1.01. AUTHORITY FOR RESOLUTION. This Resolution is adopted pursuant to the provisions of the Act.

SECTION 1.01. DEFINITIONS. When used in this resolution, the following terms shall have the following meanings, unless the context clearly otherwise requires:

"Act" shall mean the Constitution and laws of the State, including particularly Chapter 125, Florida Statutes, as amended, Home Rule Ordinance No. 74-8, as amended by the Issuer, and other applicable provisions of law.

"Additional Debt" shall mean any additional Debt hereafter incurred by the Issuer in compliance with the terms, conditions and limitations contained herein, including, in particular, Section 5.01 hereof.

"Allocable Portion of the Cost of Essential Services" means, for calculating the same for purposes of Section 5.01 hereof, for a Fiscal Year, an amount equal to a percentage of the Cost of Essential Services, with such percentage calculated by dividing the amount of Non-Ad Valorem Revenues for such Fiscal Year by the amount of Total Governmental Funds Revenues for such Fiscal Year.

"Amortization Installment" shall mean an amount designated as such by the Issuer pursuant to the terms of Section 2.02 hereof and established with respect to any Term Bonds.

"Annual Debt Service" shall mean, with respect to any Bond Year, the aggregate amount of (1) all interest required to be paid on the Outstanding Bonds during such Bond Year, except to the extent that such interest is to be paid from the Interest Account from Bond proceeds, (2) all principal of Outstanding Serial Bonds maturing in such Bond Year, and (3) all Amortization Installments designated as provided herein with respect to such Bond Year.

"Authorized Issuer Officer" shall mean any person authorized by this Resolution to perform such act or sign such document.

"Blanket Letter" shall mean the Blanket Issuer Letter of Representation delivered by the Issuer on June 25, 1997, and received and accepted by The Depository Trust Company ("DTC") in order to induce DTC to act as securities depository for the Bonds.

"Board" shall mean the Board of County Commissioners of the Issuer or the board or body succeeding to its principal functions.

"Bond Amortization Account" shall mean the separate account in the Debt Service Fund established pursuant to Section 4.03 hereof.

"Bond Counsel" shall mean Bryant Miller Olive P.A. or any attorney at law or firm of attorneys, of nationally recognized standing in matters pertaining to the exclusion from gross income for federal income tax purposes of interest on obligations issued by states and political subdivisions, and duly admitted to practice law before the highest court of any state of the United States of America.

"Bond Year" shall mean the period commencing on October 1 of each year and continuing through the next succeeding September 30, unless otherwise provided by Supplemental Resolution.

"Bondholder" or "Holder" or "holder" or any similar term, when used with reference to a Bond or Bonds, shall mean any person who shall be the registered owner of any Outstanding Bond or Bonds as provided in the registration books of the Issuer.

"Bonds" shall mean the Escambia County, Florida Capital Improvement Refunding Revenue Bonds, Series 2018 issued pursuant to this Resolution.

"Chairman" shall mean the Chairman or Vice-Chairman of the Board or such other member of the Board duly designated and authorized by the Board to act in the name of the Issuer.

"Clerk" shall mean the Clerk of the Circuit Court, Ex-Officio Clerk to the Board and such other person as may be duly authorized to act on his or her behalf.

"Code" shall mean the Internal Revenue Code of 1986, as amended, and the applicable regulations and rules thereunder in effect or proposed.

"Cost of Essential Services" means the cost of services necessary for the conducting of the public safety and general governmental operations of the Issuer reflected as "General Government" and "Public Safety" in the Issuer's audited financial statements.

"County Administrator" shall mean the County Administrator of the Issuer, or any deputy County Administrator of the Issuer, or such other person as may be duly authorized by the Issuer to act on his or her behalf.

"County Attorney" shall mean the County Attorney or any Assistant County Attorney of the Issuer, or such other person as may be duly authorized by the Issuer to act on his or her behalf.

"Debt" means as of any date and without duplication, all of the following to the extent that they are payable in whole or in part from any Non-Ad Valorem Revenues: (i) all obligations of the Issuer for borrowed money or evidenced by bonds, debentures, notes or other similar

instruments; (ii) all obligations of the Issuer to pay the deferred purchase price of property or services, except trade accounts payable under normal trade terms and which arise in the ordinary course of business; (iii) all obligations of the Issuer as lessee under capitalized leases; and (iv) all indebtedness of other persons (including Governmental Funds and enterprise fund Debt of the Issuer) to the extent guaranteed by, or secured by (including through a covenant to budget and appropriate) Non-Ad Valorem Revenues of the Issuer.

"Debt Service Fund" shall mean the Escambia County, Florida Capital Improvement Refunding Revenue Bonds, Series 2018 Debt Service Fund established pursuant to Section 4.03 hereof.

"Defeasance Securities" means:

(1) Cash;

(2) U.S. Treasury Certificates, Notes and Bonds (including State and Local Government Series – "SLGs");

(3) Direct obligations of the Treasury which have been stripped by the Treasury itself, CATS, TIGRS and similar securities;

(4) The interest component of Resolution Funding Corp. ("REFCORP") strips which have been stripped by request to the Federal Reserve Bank of New York in book entry form are acceptable;

(5) Pre-refunded municipal bonds rated "Aaa" by Moody's and "AAA" by S&P. If however, the issue is only rated by S&P (i.e., there is no Moody's rating), then the pre-refunded bonds must have been pre-refunded with cash, direct U.S. or U.S. guaranteed obligations, or AAA rate pre-refunded municipals to satisfy this condition.

(6) Obligations issued by the following agencies which are backed by the full faith and credit of the U.S.

a. U.S. Export-Import Bank (Eximbank)
Direct obligations or fully guaranteed certificates of beneficial ownership

b. Farmers Home Administration (FmHA)
Certificates of beneficial ownership

c. Federal Financing Bank

d. General Services Administration
Participation certificates

e. U.S. Maritime Administration

Guaranteed Title XI financing

f. U.S. Department of Housing and Urban Development (HUD)
Project Notes
Local Authority Bonds
New Communities Debentures – U.S. government guaranteed debentures
U.S. Public Housing Notes and Bonds – U.S. government guaranteed public housing notes and bonds

"Escrow Agent" means U.S. Bank National Association, Jacksonville, Florida and its successors and assigns.

"Escrow Deposit Agreement" means the escrow deposit agreement, between the Issuer and the Escrow Agent.

"Financial Advisor" shall mean Public Resources Advisory Group or such other financial advisor as may be duly appointed by the Issuer.

"Fiscal Year" shall mean the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be prescribed by law; provided however, that when such term is used to describe the period during which deposits are to be made to amortize principal and interest on Debt maturing or becoming subject to prepayment, including without limitation, interest and principal maturing or becoming subject to prepayment on October 1 of any year shall be deemed to mature or become subject to prepayment on the last day of preceding Fiscal Year.

"Interest Account" shall mean the separate account in the Debt Service Fund established pursuant to Section 4.03 hereof.

"Interest Date" shall be such date or dates for the payment of interest on the Bonds as shall be provided for herein.

"Issuer" or "County" shall mean Escambia County, Florida, a political subdivision of the State.

"Maximum Annual Debt Service" shall mean, as of any particular date of calculation, the maximum Annual Debt Service to come due during any Bond Year of the Issuer on the Outstanding Bonds.

"Non-Ad Valorem Revenues" shall mean all revenues of the Issuer derived from any source whatever other than ad valorem taxation on real and personal property, which are legally available for payment of debt service by the Issuer excluding revenues derived from the revenues of a utility system or any other enterprise fund of the Issuer, except to the extent that revenues derived from such sources have been deposited into the Issuer's Governmental Funds,

including, without limitation, the General Fund and such other funds and accounts that are non-enterprise funds and accounts. "Governmental Funds" and "General Fund" shall be as specified in the Issuer's audited financial statements.

"Outstanding" when used with reference to Bonds and as of any particular date, shall describe all Bonds theretofore and thereupon being authenticated and delivered except, (1) any Bond in lieu of which another Bond or other Bonds have been issued under an agreement to replace lost, mutilated or destroyed Bonds, (2) any Bond surrendered by the Holder thereof in exchange for another Bond or other Bonds under Sections 2.06 and 2.08 hereof, and (3) Bonds canceled after purchase in the open market or because of payment at or redemption prior to maturity, and (4) Bonds deemed paid in accordance with Section 8.01 hereof.

"Paying Agent" shall mean the paying agent for Bonds appointed by or pursuant to Section 8.03 hereof and its successors or assigns, and any other Person which may at any time be substituted in its place pursuant to this Resolution.

"Permitted Investments" shall mean any legal investment under the laws of the State and the investment policy of the Issuer.

"Person" shall mean an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization or governmental entity.

"Pledged Funds" shall mean (i) Non-Ad Valorem Revenues budgeted, appropriated and deposited in the Debt Service Fund created and established under this Resolution, (ii) investment income received from the investment of moneys in the Debt Service Fund and accounts established hereunder, and (iii) any other moneys deposited in the Debt Service Fund in connection with the repayment of the Bonds.

"Principal Account" shall mean the separate account in the Debt Service Fund established pursuant to Section 4.03 hereof.

"Purchase Contract" shall mean the Bond Purchase Agreement, the form of which is attached hereto as Exhibit "A" and approved pursuant to Section 2.10 hereof.

"Rebate Amount" means the excess of the future value, as of a computation date, of all receipts on nonpurpose investments (as defined in Section 1.148-1(b) of the Income Tax Regulations) over the future value, as of that date, of all payments on nonpurpose investments, all as provided by regulations under the Code implementing Section 148 thereof.

"Rebate Fund" shall mean the Escambia County, Florida Capital Improvement Refunding Revenue Bonds, Series 2018 Rebate Fund established pursuant to Section 5.05 hereof.

"Redemption Price" shall mean, with respect to any Bond or portion thereof, the principal amount or portion thereof, plus the applicable premium, if any, payable upon redemption thereof pursuant to such Bond or this Resolution.

"Refunded Obligations" shall mean, collectively, the Series 2011 Bonds (Capital Improvement), the Series 2011 Bonds (Sales Tax) and the Series 2013 Note.

"Registrar" shall mean the registrar for the Bonds appointed by or pursuant to Section 8.03 hereof and its successors and assigns, and any other Person which may at any time be substituted in its place pursuant to this Resolution.

"Resolution" shall mean this Resolution, as the same may from time to time be amended, modified or supplemented by Supplemental Resolution.

"Rule" shall mean Rule 15c2-12 of the Securities and Exchange Commission, as amended from time to time.

"Serial Bonds" shall mean all of the Bonds other than the Term Bonds.

"Series 2011 Bonds (Capital Improvement)" shall mean Escambia County, Florida Capital Improvement Refunding Revenue Bonds, Series 2011.

"Series 2011 Bonds (Sales Tax)" means Escambia County, Florida Sales Tax Refunding Revenue Bond, Series 2011.

"Series 2013 Note" shall mean Escambia County, Florida Capital Improvement Revenue Note, Series 2013.

"State" shall mean the State of Florida.

"Supplemental Resolution" shall mean any resolution of the Issuer amending or supplementing this Resolution adopted and becoming effective in accordance with the terms of Sections 7.01 and 7.02 hereof.

"Term Bonds" shall mean those Bonds which shall be designated as Term Bonds hereby and which are subject to mandatory redemption by Amortization Installments.

"Total Governmental Funds Revenues" means all Governmental Funds of the Issuer, including all Non-Ad Valorem Revenues and revenues derived from ad valorem taxes (other than such taxes imposed pursuant to referendum and allocable solely to debt service on Debt approved by such referendum).

"Underwriters" shall mean, collectively, RBC Capital Markets, LLC, Raymond James & Associates, Inc. and Wells Fargo Bank, National Association.

The terms "herein," "hereunder," "hereby," "hereto," "hereof" and any similar terms, shall refer to this Resolution; the term heretofore shall mean before the date of adoption of this Resolution; and the term "hereafter" shall mean after the date of adoption of this Resolution.

Words importing the masculine gender include every other gender.

Words importing the singular number include the plural number, and vice versa.

SECTION 1.02. RESOLUTION TO CONSTITUTE CONTRACT. In consideration of the purchase and acceptance of any or all of the Bonds by those who shall hold the same from time to time, the provisions of this Resolution shall be a part of the contract of the Issuer with the Holders of the Bonds and shall be deemed to be and shall constitute a contract between the Issuer and the Holders from time to time of the Bonds. The pledge made in this Resolution and the provisions, covenants and agreements herein set forth to be performed by or on behalf of the Issuer shall be for the equal benefit, protection and security of the Holders of any and all of said Bonds. All of the Bonds, regardless of the time or times of their issuance or maturity, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof except as expressly provided in or pursuant to this Resolution.

SECTION 1.03. FINDINGS. It is hereby ascertained, determined and declared:

(1) That the Issuer deems it necessary, desirable and in the best interests of the Issuer and its citizens and to serve a public purpose to refund the Refunded Obligations.

(2) That in order to preserve and protect the public health, safety and welfare of the inhabitants of the Issuer, it is necessary and desirable to refund the Refunded Obligations.

(3) That the estimated Non-Ad Valorem Revenues, after satisfying funding requirements for obligations having an express lien on or pledge thereof and after satisfying any funding requirements for essential governmental services of the Issuer which are not funded by ad valorem taxation, will be sufficient to pay the principal of and interest on the Bonds, as the same become due, and to make all other payments provided for in this Resolution.

(4) That the principal of and interest on the Bonds and all other payments provided for in this Resolution will be paid solely from the Pledged Funds; and the ad valorem taxing power of the Issuer will never be necessary to pay the principal of and interest on the Bonds and, except as otherwise provided herein, the Bonds shall not constitute a lien upon any property of the Issuer.

(5) That due to the willingness of the Underwriters to purchase the Bonds at market interest rates favorable to the Issuer and the critical importance of timing of the sale of the Bonds, it is hereby determined that it is in the best interest of the public and the Issuer to sell the Bonds at a negotiated sale upon meeting the terms and conditions contained herein and in the Purchase Contract.

(6) That the Issuer expects to receive an offer from the Underwriters to purchase the Bonds, subject to the terms and conditions contained in the Resolution, herein and set forth in the Purchase Contract.

(7) That the Issuer desires to sell the Bonds subject to the terms and conditions contained herein and set forth in the Purchase Contract, and authorize execution and distribution of the Official Statement in connection with the issuance of the Bonds.

(8) That prior to the execution of the Purchase Contract the Issuer will be provided all applicable disclosure information required by Section 218.385, Florida Statutes, a copy of which is attached to or otherwise included as part of the Purchase Contract.

SECTION 1.04. AUTHORIZATION OF REFUNDED OBLIGATIONS. The Issuer does hereby authorize the current refunding of the Refunded Obligations.

ARTICLE II
AUTHORIZATION, TERMS, EXECUTION AND REGISTRATION OF BONDS

SECTION 2.01. AUTHORIZATION OF BONDS. This Resolution authorizes an issue of Bonds of the Issuer to be designated as "Escambia County, Florida Capital Improvement Refunding Revenue Bonds, Series 2018" in an aggregate principal amount of not to exceed $50,000,000 for the purpose of refunding the Refunded Obligations, including paying certain costs of issuance incurred with respect thereto; provided the Issuer may change such Series designation in the event that the Bonds are not issued in calendar year 2018.

The Bonds may, if and when authorized by the Issuer pursuant to this Resolution, be issued with such further appropriate particular designations added to or incorporated in such title for the Bonds as the Issuer may determine.

The Bonds shall bear interest at such rate or rates not exceeding the maximum rate permitted by law; and shall be payable in lawful money of the United States of America on such dates; all as determined hereunder.

The Bonds shall be issued in denominations of $5,000 or integral multiples thereof, in such form, whether coupon or registered; shall be dated such date; shall bear such numbers; shall be payable at such place or places; shall contain such redemption provisions; shall have such Paying Agent and Registrar; and shall mature in such years and amounts; all as determined hereunder.

The Bonds shall be issued under and secured by this Resolution and shall be executed and delivered in the manner as set forth in this Resolution, with such additional changes and insertions therein as conform to the provisions of the Purchase Contract, and such execution and delivery shall be conclusive evidence of the approval thereof by such officers.

SECTION 2.02. DESCRIPTION OF BONDS. (1) The Bonds shall be issued as fully registered Bonds; shall be numbered consecutively from one upward in order of maturity preceded by the letter "R"; shall bear interest at a rate or rates not exceeding the maximum rate allowed by Florida law, payable in such manner and on such dates; shall consist of such amounts of Serial Bonds and Term Bonds; maturing in such amounts or Amortization Installments and in such years; shall be payable in such place or places; shall have such Paying Agent and Registrar; and shall contain such redemption provisions; all as hereinafter described.

(2) The principal of or Redemption Price, if applicable, on the Bonds are payable upon presentation and surrender of the Bonds at the designated office of the Paying Agent. Interest payable on any such Bond on any Interest Date will be paid by check or draft of the Paying Agent to the Holder in whose name such Bond shall be registered at the close of business on the date which shall be the fifteenth day (whether or not a business day) of the calendar month next preceding such Interest Date, or, unless otherwise provided by Supplemental Resolution, at the option of the Paying Agent, and at the request and expense of such Holder, by bank wire transfer for the account of such Holder. Interest shall be calculated on the basis of a 360-day year of twelve 30-day months. In the event the interest payable on any such Bond is not punctually paid or duly provided for by the Issuer on such Interest Date, such defaulted interest will be paid to the Holder in whose name such Bond shall be registered at the close of business on a special record date for the payment of such defaulted interest as established by notice to such Holder, not less than ten days preceding such special record date. All payments of principal of or Redemption Price, if applicable, and interest on the Bonds shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

SECTION 2.03. APPLICATION OF BOND PROCEEDS. Except as otherwise provided by Supplemental Resolution, the proceeds derived from the sale of the Bonds, including accrued interest, if any, and premium, if any, together with legally available funds of the Issuer, if any, shall, simultaneously with the delivery of the Bonds to the purchaser or purchasers thereof, be applied by the Issuer as follows:

(1) Accrued interest, if any, shall be deposited in the Interest Account and shall be used only for the purpose of paying the interest which shall thereafter become due on the Bonds.

(2) A sum as specified in the Escrow Deposit Agreement shall be deposited to the escrow account pursuant to the Escrow Deposit Agreement.

(3) To the extent not paid by the original purchasers of the Bonds, the Issuer shall pay all costs and expenses in connection with the issuance, sale and delivery of the Bonds.

SECTION 2.04. EXECUTION OF BONDS. The Bonds shall be signed by, or bear the facsimile signature of the Chairman and shall be attested by or bear the facsimile signature of the Clerk. The official seal of the Issuer shall be imprinted on each Bond. In case any one or

more of the officers who shall have signed or sealed any of the Bonds or whose facsimile signature shall appear thereon shall cease to be such officer of the Issuer before the Bonds so signed and sealed have been actually sold and delivered, such Bonds may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Bonds had not ceased to hold such office. Any Bond may be signed and sealed on behalf of the Issuer by such person who at the actual time of the execution of such Bond shall hold the proper office of the Issuer, although, at the date of such Bond, such person may not have held such office or may not have been so authorized. The Issuer may adopt and use for such purposes the facsimile signatures of any such persons who shall have held such offices at any time after the date of the adoption of this Resolution, notwithstanding that either or both shall have ceased to hold such office at the time the Bonds shall be actually sold and delivered.

SECTION 2.05. AUTHENTICATION. No Bond shall be secured hereunder or be entitled to the benefit hereof or shall be valid or obligatory for any purpose unless there shall be manually endorsed on such Bond a certificate of authentication by the Registrar or such other entity as may be approved by the Issuer for such purpose. Such certificate on any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Resolution. The form of such certificate shall be substantially in the form provided in Section 2.11 hereof.

SECTION 2.06. TEMPORARY BONDS. Until the definitive Bonds are prepared, the Issuer may execute, in the same manner as is provided in Section 2.04 hereof, and deliver, upon authentication by the Registrar pursuant to Section 2.05 hereof, in lieu of definitive Bonds, but subject to the same provisions, limitations and conditions as the definitive Bonds, except as to the denominations thereof, one or more temporary Bonds substantially of the tenor of the definitive Bonds in lieu of which such temporary Bond or Bonds are issued, in denominations authorized by the Issuer by Supplemental Resolution, and with such omissions, insertions and variations as may be appropriate to temporary Bonds. The Issuer, at its own expense, shall prepare and execute definitive Bonds, which shall be authenticated by the Registrar. Upon the surrender of such temporary Bonds for exchange, the Registrar, without charge to the Holder thereof, shall deliver in exchange therefor definitive Bonds, of the same aggregate principal amount and maturity as the temporary Bonds surrendered. Until so exchanged, the temporary Bonds shall in all respects be entitled to the same benefits and security as definitive Bonds issued pursuant to this Resolution. All temporary Bonds surrendered in exchange for another temporary Bond or Bonds or for a definitive Bond or Bonds shall be forthwith canceled by the Registrar.

SECTION 2.07. BONDS MUTILATED, DESTROYED, STOLEN OR LOST. In case any Bond shall become mutilated, or be destroyed, stolen or lost, the Issuer may, in its discretion, issue and deliver, and the Registrar shall authenticate, a new Bond of like tenor as the Bond so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond upon surrender and cancellation of such mutilated Bond or in lieu of and substitution for the Bond destroyed, stolen or lost, and upon the Holder furnishing the Issuer and the Registrar

proof of such Holder's ownership thereof and satisfactory indemnity and complying with such other reasonable regulations and conditions as the Issuer or the Registrar may prescribe and paying such expenses as the Issuer and the Registrar may incur. All Bonds so surrendered or otherwise substituted shall be canceled by the Registrar. If any of the Bonds shall have matured or be about to mature, instead of issuing a substitute Bond, the Issuer may pay the same or cause the Bond to be paid, upon being indemnified as aforesaid, and if such Bonds be lost, stolen or destroyed, without surrender thereof.

Any such duplicate Bonds issued pursuant to this Section 2.07 shall constitute original, additional contractual obligations on the part of the Issuer whether or not the lost, stolen or destroyed Bond be at any time found by anyone, and such duplicate Bond shall be entitled to equal and proportionate benefits and rights as to lien on the Pledged Funds to the same extent as all other Bonds issued hereunder.

SECTION 2.08. TRANSFER. Bonds, upon surrender thereof at the office of the Registrar with a written instrument of transfer satisfactory to the Registrar, duly executed by the Holder thereof or such Holder's attorney duly authorized in writing, may, at the option of the Holder thereof, be exchanged for an equal aggregate principal amount of registered Bonds of the same maturity of any other authorized denominations.

The Bonds issued under this Resolution shall be and have all the qualities and incidents of negotiable instruments under the commercial laws and the Uniform Commercial Code of the State, subject to the provisions for registration and transfer contained in this Resolution and in the Bonds. So long as any of the Bonds shall remain Outstanding, the Issuer shall maintain and keep, at the office of the Registrar, books for the registration and transfer of the Bonds.

Each Bond shall be transferable only upon the books of the Issuer, at the office of the Registrar, under such reasonable regulations as the Issuer may prescribe, by the Holder thereof in person or by such Holder's attorney duly authorized in writing upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar duly executed and guaranteed by the Holder or such Holder's duly authorized attorney. Upon the transfer of any such Bond, the Issuer shall issue, and cause to be authenticated, in the name of the transferee a new Bond or Bonds of the same aggregate principal amount and Series and maturity as the surrendered Bond. The Issuer, the Registrar and any Paying Agent or fiduciary of the Issuer may deem and treat the Person in whose name any Outstanding Bond shall be registered upon the books of the Issuer as the absolute holder of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price, if applicable, and interest on such Bond and for all other purposes, and all such payments so made to any such Holder or upon such Holder's order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid and neither the Issuer nor the Registrar nor any Paying Agent or other fiduciary of the Issuer shall be affected by any notice to the contrary.

The Registrar, in any case where it is not also the Paying Agent in respect to the Bonds, forthwith (A) following the fifteenth day prior to an Interest Date; (B) following the fifteenth day next preceding the date of first mailing of notice of redemption of any Bonds; and (C) at any other time as reasonably requested by the Paying Agent, shall certify and furnish to such Paying Agent the names, addresses and holdings of Bondholders and any other relevant information reflected in the registration books. Any Paying Agent of any fully registered Bond shall effect payment of interest on such Bonds by mailing a check or draft to the Holder entitled thereto or may, in lieu thereof, upon the request and at the expense of such Holder, transmit such payment by bank wire transfer for the account of such Holder.

In all cases in which the privilege of exchanging Bonds or transferring Bonds is exercised, the Issuer shall execute and the Registrar shall authenticate and deliver such Bonds in accordance with the provisions of this Resolution. Execution of Bonds in the same manner as is provided in Section 2.04 hereof for purposes of exchanging, replacing or transferring Bonds may occur at the time of the original delivery of the Bonds. All Bonds surrendered in any such exchanges or transfers shall be held by the Registrar in safekeeping until directed by the Issuer to be canceled by the Registrar. For every such exchange or transfer of Bonds, the Issuer or the Registrar may make a charge sufficient to reimburse it for any tax, fee, expense or other governmental charge required to be paid with respect to such exchange or transfer. The Issuer and the Registrar shall not be obligated to make any such exchange or transfer of Bonds during the fifteen days next preceding an Interest Date on the Bonds, or, in the case of any proposed redemption of Bonds, then during the fifteen days next preceding the date of the first mailing of notice of such redemption and continuing until such redemption date.

SECTION 2.09. BOOK ENTRY. The Blanket Letter was entered into by the Issuer with The Depository Trust Company ("DTC"). It is intended that the Bonds be registered so as to participate in a global book-entry system with DTC as set forth herein and in such Blanket Letter. The terms and conditions of such Blanket Letter shall govern the registration of the Bonds. The Bonds shall be initially issued in the form of a single fully registered Bond for each maturity. Upon initial issuance, the ownership of such Bonds shall be registered by the Registrar in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. So long as any Bond is registered in the name of DTC (or its nominee), the Issuer, the Registrar and the Paying Agent may treat DTC (or its nominee) as the sole and exclusive holder of such Bonds registered in its name, and all payments with respect to the principal or redemption price of, if any, and interest on such Bond ("Payments") and all notices with respect to such Bond ("Notices") shall be made or given, as the case may be, to DTC. Transfers of Payments and delivery of Notices to DTC Participants shall be the responsibility of DTC and not of the Issuer, subject to any statutory and regulatory requirements as may be in effect from time to time. Transfers of Payments and delivery of Notices to beneficial holders of the Bonds by DTC Participants shall be the responsibility of such participants, indirect participants and other nominees of such beneficial holders and not of the Issuer, subject to any statutory and regulatory requirements as may be in effect from time to time.

Upon (I) (a) receipt by the Issuer of written notice from DTC (i) to the effect that a continuation of the requirement that all of the Outstanding Bonds be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, is not in the best interest of the beneficial holders of the Bonds or (ii) to the effect that DTC is unable or unwilling to discharge its responsibilities and no substitute depository willing to undertake the functions of DTC hereunder can be found which is willing and able to undertake such functions upon reasonable and customary terms, (b) termination, for any reason, of the agreement among the Issuer, the Registrar and Paying Agent and DTC evidenced by the Blanket Letter, or (c) determination by the Issuer that such book-entry only system should be discontinued by the Issuer, and (II) compliance with the requirements of any agreement between the Issuer and DTC with respect thereto, the Bonds shall no longer be restricted to being registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, but may be registered in whatever name or names Holders shall designate, in accordance with the provisions hereof. In such event, the Issuer shall issue and the Registrar shall authenticate, transfer and exchange Bonds consistent with the terms hereof, in denominations of $5,000 or any integral multiple thereof to the Holders thereof. The foregoing notwithstanding, until such time as participation in the book-entry only system is discontinued, the provisions set forth in the Blanket Letter shall apply to the registration and transfer of the Bonds and to Payments and Notices with respect thereto.

SECTION 2.10. DELEGATION OF AWARD OF BONDS. Subject to full satisfaction of the conditions set forth in this Section, the Board hereby authorizes a delegated negotiated sale of the Bonds to the Underwriters in accordance with the terms of a Purchase Contract to be dated the date of sale of the Bonds and to be substantially in the form attached hereto as Exhibit "A", with such changes, amendments, modifications, omissions and additions thereto as shall be approved by the Chairman in accordance with the provisions of this Section (including, without limitation, making the final determination concerning the structuring and marketing of the Bonds to obtain the most favorable rating and interest rate on the Bonds), and the execution and delivery of the Purchase Contract by the Chairman and the Clerk shall be deemed conclusive evidence of the approval of such changes and the full and complete satisfaction of the conditions set forth in this Section.

Notwithstanding the foregoing, the Purchase Contract shall not be executed by the Chairman until such time as all of the following conditions have been satisfied:

A. Receipt by the Chairman of a written offer to purchase the Bonds by the Underwriters substantially in the form of the Purchase Contract, said offer to provide for, among other things, (i) the issuance of not exceeding $50,000,000 principal amount of Bonds, (ii) an underwriting discount (including management fee and all expenses) not in excess of $4.00/$1,000 of the par amount of the Bonds, (iii) a true interest cost of not more than 5.00%, (iv) a final maturity no later than October 1, 2031, and (v) a net present value savings of 3.00% or greater.

B. The Bonds shall be subject to such optional and mandatory redemption provisions, if any, as shall be set forth in the Purchase Contract.

C. Receipt by the Chairman from the Underwriters of a disclosure statement and truth-in-bonding information complying with Section 218.385, Florida Statutes, and substantially in the form attached to the Purchase Contract.

Upon satisfaction of the conditions set forth in this Section, the Chairman is hereby authorized to execute and deliver and the Clerk to attest under seal the Bonds and any other documents, agreements or certificates relating to the Bonds, and are further authorized and directed to prepare and furnish to the purchasers of the Bonds, when the Bonds are issued, certified copies of all the proceedings and records of the Issuer relating to the Bonds, and such other affidavits and certificates as may be required to show the facts relating to the legality and marketability of the Bonds as such facts appear from the books and records in the officers' custody and control or as otherwise known to them; and all such certified copies, certificates and affidavits, including any heretofore furnished, shall constitute representations of the Issuer as to the truth of all statements contained therein.

SECTION 2.11. FORM OF BONDS. The text of the Bonds shall be in substantially the following form with such omissions, insertions and variations as may be necessary and/or desirable and approved by the Chairman prior to the issuance thereof (which necessity and/or desirability and approval shall be presumed by the Issuer's delivery of the Bonds to the purchaser or purchasers thereof):

[Remainder of page intentionally left blank]

[FORM OF BOND]

No. R-_____ $_____

UNITED STATES OF AMERICA
STATE OF FLORIDA
ESCAMBIA COUNTY, FLORIDA
CAPITAL IMPROVEMENT REFUNDING REVENUE BONDS, SERIES 2018

Interest Rate	Maturity Date	Date of Original Issue	CUSIP
___%	_____, ___	_____, 2018	_____

Registered Holder:

Principal Amount:

KNOW ALL MEN BY THESE PRESENTS, that Escambia County, Florida, a political subdivision of the State of Florida (the "Issuer"), for value received, hereby promises to pay, solely from the Pledged Funds hereinafter described, to the Registered Holder identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and interest on such Principal Amount from the Date of Original Issue identified above or from the most recent interest payment date to which interest has been paid at the Interest Rate per annum identified above on April 1 and October 1 of each year commencing April 1, 2019 until such Principal Amount shall have been paid, except as the provisions hereinafter set forth with respect to redemption prior to maturity may be or become applicable hereto.

The principal of and redemption premium, if applicable, on this Bond is payable upon presentation and surrender of this Bond at the designated office of _____, _____, Florida, as Paying Agent. Interest payable on this Bond on any interest date will be paid by check or draft of the Paying Agent to the Registered Holder in whose name this Bond shall be registered at the close of business on the date which shall be the fifteenth day (whether or not a business day) of the calendar month next preceding such interest payment date, or, at the option of the Paying Agent, and at the request and expense of such Registered Holder, by bank wire transfer for the account of such Registered Holder. Interest shall be calculated on the basis of a 360-day year of twelve 30-day months. In the event the interest payable on this Bond is not punctually paid or duly provided for by the Issuer on such interest payment date, such defaulted interest will be paid to the Registered Holder in whose name this Bond shall be

registered at the close of business on a special record date for the payment of such defaulted interest as established by notice to such Registered Holder, not less than ten days preceding such special record date. All payments of principal of and redemption premium, if applicable, and interest on this Bond shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Bond is one of an authorized issue of Bonds in the aggregate principal amount of $_____ (the "Bonds") of like date, tenor and effect, except as to maturity date, interest rate, denomination and number, issued for the purpose of refunding the Refunded Obligations as shall be approved by the Board of County Commissioners (the "Board"), under the authority of and in full compliance with Chapter 125, Florida Statutes, as amended, Home Rule Ordinance No. 74-8, as amended by the Issuer, and other applicable provisions of law (the "Act"), and Resolution No. R2018-___ duly adopted by the Board on _____, 2018, as may be amended and supplemented from time to time (the "Resolution"), and is subject to the terms and conditions of the Resolution. Capitalized undefined terms used herein shall have the meanings ascribed thereto in the Resolution.

The Bonds and the interest thereon are payable solely from and secured by an irrevocable pledge of the Pledged Funds. Pledged Funds consist of (1) Non-Ad Valorem Revenues budgeted, appropriated and deposited in the Debt Service Fund created and established under this Resolution, (ii) investment income received from the investment of moneys in the Debt Service Fund and accounts established hereunder, and (iii) any other moneys deposited in the Debt Service Fund in connection with the repayment of the Bonds. The Issuer has covenanted and has agreed to appropriate in its annual budget for each Fiscal Year sufficient amount of Non-Ad Valorem Revenues for the payment of principal of and interest on the Bonds in each Fiscal Year, and to make certain other payments required by this Resolution, subject to the limitations described in this Resolution. Reference is made to this Resolution for more complete description of the security for the Bonds.

IT IS EXPRESSLY AGREED BY THE REGISTERED HOLDER OF THIS BOND THAT THE FULL FAITH AND CREDIT OF THE ISSUER, THE STATE OF FLORIDA, OR ANY POLITICAL SUBDIVISION THEREOF, ARE NOT PLEDGED TO THE PAYMENT OF THE PRINCIPAL, PREMIUM, IF ANY, AND INTEREST ON THIS BOND AND THAT SUCH HOLDER SHALL NEVER HAVE THE RIGHT TO REQUIRE OR COMPEL THE EXERCISE OF ANY TAXING POWER OF THE ISSUER, THE STATE OF FLORIDA, OR ANY POLITICAL SUBDIVISION THEREOF, TO THE PAYMENT OF PRINCIPAL, PREMIUM, IF ANY, AND INTEREST ON THIS BOND, FOR PAYMENT OF ANY AMOUNTS PAYABLE UNDER THE RESOLUTION, OR IN ORDER TO MAINTAIN ANY SERVICES OR PROGRAMS THAT GENERATE NON-AD VALOREM REVENUES. THIS BOND AND THE OBLIGATION EVIDENCED HEREBY SHALL NOT CONSTITUTE A LIEN UPON ANY PROPERTY OF THE ISSUER, BUT SHALL CONSTITUTE A LIEN ONLY ON, AND SHALL BE PAYABLE SOLELY FROM, THE PLEDGED FUNDS.

This Bond is transferable in accordance with the terms of this Resolution only upon the books of the Issuer kept for that purpose at the designated corporate trust office of the Registrar by the Registered Holder hereof in person or by such Holder's attorney duly authorized in writing, upon the surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Holder or such Holder's attorney duly authorized in writing, and thereupon a new Bond or Bonds in the same aggregate principal amount shall be issued to the transferee in exchange therefor, and upon the payment of the charges, if any, therein prescribed. The Bonds are issuable in the form of fully registered Bonds in the denominations of $5,000 and integral multiples thereof, not exceeding the aggregate principal amount of the Bonds maturing on the same date. The Issuer, the Registrar and any Paying Agent may treat the Registered Holder of this Bond as the absolute holder hereof for all purposes, whether or not this Bond shall be overdue, and shall not be affected by any notice to the contrary. The Issuer and the Registrar shall not be obligated to make any exchange or transfer of the Bonds during the fifteen days next preceding an interest payment date, or in the case of any proposed redemption of the Bonds, then, during the fifteen days next preceding the date of the first mailing of notice of such redemption.

[INSERT REDEMPTION PROVISIONS]

Notice of redemption, unless waived, is to be given by the Registrar by mailing an official redemption notice by registered or certified mail at least 30 days and not more than 60 days prior to the date fixed for redemption to the Registered Holders of the Bonds to be redeemed at such Bondholders' addresses shown on the registration books maintained by the Registrar or at such other addresses as shall be furnished in writing by such Registered Holders to the Registrar; provided, however, that no defect in any such notice to any Registered Holder of Bonds to be redeemed nor failure to give such notice to any such Registered Holder nor failure of any such Registered Holder to receive such notice shall in any manner defeat the effectiveness of a call for redemption as to all other Registered Holders of Bonds to be redeemed. Notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Issuer shall default in the payment of the redemption price), such Bonds or portions of Bonds shall cease to bear interest.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen and to be performed precedent to and in the issuance of this Bond, exist, have happened and have been performed, in regular and due form and time as required by the laws and Constitution of the State of Florida applicable thereto, and that the issuance of the Bonds does not violate any constitutional or statutory limitations or provisions.

Neither the Chairman nor any person executing this Bond shall be liable personally hereon or be subject to any personal liability or accountability by reason of the issuance hereof.

This Bond shall not be valid or become obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Registrar.

IN WITNESS WHEREOF, Escambia County, Florida has caused this Bond to be executed in its name by the manual signature of its Chairman and attested by the manual signature of its Clerk, and its seal to be to be affixed, impressed, imprinted, lithographed or reproduced hereon, all as of this _____ day of _____, 2018.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Jeff Bergosh, Chairman

ATTEST:

PAM CHILDERS,
CLERK OF THE CIRCUIT COURT

By: _____
Deputy Clerk

(SEAL)

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue described in the within-mentioned Resolution.

DATE OF AUTHENTICATION:

_____

[REGISTRAR],
Registrar

By: _____
Authorized Officer

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

_____
(Please insert Name, Address and Social Security or Other Identifying Number of Assignee)

the within Bond and does hereby irrevocably constitute and appoint _____ as attorneys to register the transfer of the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

NOTICE: The signature to this assignment must correspond with the name of the Registered Holder as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever and the Social Security or other identifying number of such assignee must be supplied.

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common

TEN ENT - as tenants by the entireties

JT TEN - as joint tenants with right of survivorship and not as tenants in common

UNIF TRANS MIN ACT -- __
(Cust.)

Custodian for _____

under Uniform Transfer to Minors Act of __
(State)

Additional abbreviations may also be used though not in the list above.

[END OF FORM OF BOND]

ARTICLE III
REDEMPTION OF BONDS

SECTION 3.01. PRIVILEGE OF REDEMPTION. The Bonds shall be subject to optional and/or mandatory redemption at the times and in the amounts provided by the Purchase Contract.

SECTION 3.02. SELECTION OF BONDS TO BE REDEEMED. The Bonds shall be redeemed only in the principal amount of $5,000 each and integral multiples thereof. The Issuer shall, at least forty-five (45) days prior to the redemption date (unless a shorter time period shall be satisfactory to the Registrar) notify the Registrar of such redemption date and of the principal amount of Bonds to be redeemed. For purposes of any redemption of less than all of the Outstanding Bonds of a single maturity, the particular Bonds or portions of Bonds to be redeemed shall be selected not more than thirty (30) days prior to the redemption date by the Registrar from the Outstanding Bonds of the maturity or maturities designated by the Issuer by such method as the Registrar shall deem fair and appropriate and which may provide for the selection for redemption of Bonds or portions of Bonds in principal amounts of $5,000 and integral multiples thereof. Notwithstanding the foregoing, in the event that less than the entire principal amount of a Term Bond is to be optionally redeemed, the Issuer shall determine how the principal amount of such refunded Term Bond is to be allocated to the Amortization Installments for the Term Bond and shall notify the Paying Agent and Registrar of such allocation.

If less than all of the Outstanding Bonds of a single maturity are to be redeemed, the Registrar shall promptly notify the Issuer and Paying Agent (if the Registrar is not the Paying Agent for such Bonds) in writing of the Bonds or portions of Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed.

SECTION 3.03. NOTICE OF REDEMPTION. Unless waived by any Holder of Bonds to be redeemed, notice of any redemption made pursuant to this section shall be given by the Registrar on behalf of the Issuer by mailing a copy of an official redemption notice by registered or certified mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption to each Holder of Bonds to be redeemed at the address of such Holder shown on the registration books maintained by the Registrar or at such other address as shall be furnished in writing by such Holder to the Registrar; provided, however, that no defect in any notice given pursuant to this Section to any Holder of Bonds to be redeemed nor failure to give such notice shall in any manner defeat the effectiveness of a call for redemption as to all other Holders of Bonds to be redeemed.

Every official notice of redemption shall be dated and shall state:

(1) the redemption date,

(2) the Redemption Price,

(3) if less than all Outstanding Bonds are to be redeemed, the number (and, in the case of a partial redemption of any Bond, the principal amount) of each Bond to be redeemed,

(4) that, on the redemption date, the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date, and

(5) that such Bonds to be redeemed, whether as a whole or in part, are to be surrendered for payment of the Redemption Price at the designated office of the Registrar.

Prior to any redemption date, the Issuer shall deposit with the Registrar an amount of money sufficient to pay the Redemption Price of all the Bonds or portions of Bonds which are to be redeemed on that date.

The Issuer may provide that a notice of redemption may be contingent upon the occurrence of condition(s) and that if such condition(s) do not occur, the notice will be rescinded; provided notice of such rescission shall be mailed in the manner described herein to all Bondholders as soon as practicable after the Issuer has determined to rescind the redemption.

SECTION 3.04. REDEMPTION OF PORTIONS OF BONDS. Any Bond which is to be redeemed only in part shall be surrendered at any place of payment specified in the notice of redemption (with due endorsement by, or written instrument of transfer in form satisfactory to, the Registrar duly executed by, the Holder thereof or such Holder's attorney duly authorized in writing) and the Issuer shall execute and the Registrar shall authenticate and deliver to the Holder of such Bond, without service charge, a new Bond or Bonds, of the same interest rate and maturity, and of any authorized denomination as requested by such Holder, in an aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bonds so surrendered.

SECTION 3.05. PAYMENT OF REDEEMED BONDS. Notice of redemption having been given substantially as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the Redemption Price therein specified, and from and after such date (unless the Issuer shall default in the payment of the Redemption Price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Registrar and/or Paying Agent at the appropriate Redemption Price, plus accrued interest. All Bonds which have been redeemed shall be canceled by the Registrar and shall not be reissued.

ARTICLE IV
SECURITY, SPECIAL FUNDS AND APPLICATION THEREOF

SECTION 4.01. BONDS NOT TO BE INDEBTEDNESS OF ISSUER. THE BONDS SHALL NOT BE OR CONSTITUTE GENERAL OBLIGATIONS OR INDEBTEDNESS OF THE ISSUER AS "BONDS" WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION, BUT SHALL BE SPECIAL OBLIGATIONS OF THE ISSUER, PAYABLE SOLELY FROM AND SECURED BY A LIEN UPON AND PLEDGE OF THE PLEDGED FUNDS. NO HOLDER OF ANY BOND SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER TO PAY SUCH BOND, FOR THE PAYMENT OF ANY AMOUNTS PAYABLE HEREUNDER, OR IN ORDER TO MAINTAIN ANY SERVICES OR PROGRAMS THAT GENERATE NON-AD VALOREM REVENUES, OR BE ENTITLED TO PAYMENT OF SUCH BOND FROM ANY MONEYS OF THE ISSUER EXCEPT FROM THE PLEDGED FUNDS IN THE MANNER PROVIDED HEREIN.

SECTION 4.02. BONDS SECURED BY PLEDGE OF PLEDGED FUNDS.

(1) The Issuer covenants and agrees to appropriate in its annual budget, by amendment if necessary, for each Fiscal Year in which the Bonds remain Outstanding, and deposit into the Debt Service Fund sufficient amounts of Non-Ad Valorem Revenues and deposit, for the payment of principal of and interest on the Bonds and to make certain other payments required hereunder in each such Fiscal Year. Such covenant and agreement on the part of the Issuer shall be cumulative and shall continue until all payments of principal of and interest on the Bonds shall have been budgeted, appropriated, deposited and actually paid. The Issuer agrees that this covenant and agreement shall be deemed to be entered into for the benefit of the Holders of the Bonds and that this obligation may be enforced in a court of competent jurisdiction in accordance with the remedies set forth herein. No lien upon or pledge of such budgeted Non-Ad Valorem Revenues shall be in effect until such monies are budgeted, appropriated and deposited as provided herein. Notwithstanding the foregoing or any provision of this Resolution to the contrary, the Issuer does not covenant to maintain or continue any activities, services or programs now maintained or provided by the Issuer, including those programs and services which generate user fees, regulatory fees or other Non-Ad Valorem Revenues. This covenant and agreement shall not be construed as a limitation on the ability of the Issuer to pledge all or a portion of such Non-Ad Valorem Revenues or to covenant to budget and appropriate Non-Ad Valorem Revenues for other legally permissible purposes. Nothing herein shall be deemed to pledge ad valorem tax revenues or to permit or constitute a mortgage or lien upon any assets owned by the Issuer and no Holder of Bonds or other person may compel the levy of ad valorem taxes on real or personal property within the boundaries of the Issuer for the payment of the Issuer's obligations hereunder or to maintain any activities, services or programs now maintained or provided by the Issuer, including those programs and services which generate user fees, regulatory fees or other Non-Ad Valorem Revenues.

However, this covenant to budget and appropriate in its annual budget for the purposes and in the manner stated herein has the effect of making available for the payment of the Bonds the Non-Ad Valorem Revenues of the Issuer in the manner provided herein and placing on the Issuer a positive duty to appropriate and budget, by amendment if necessary, and deposit amounts sufficient to meet its obligations hereunder; subject, however, in all respects to the restrictions of Section 129.07, Florida Statutes, which make it unlawful for any municipality to expend moneys not appropriated and in excess of such municipality's current budgeted revenues. The obligation of the Issuer to make such payments from its Non-Ad Valorem Revenues is subject in all respects to the payment of obligations secured by a pledge of such Non-Ad Valorem Revenues heretofore or hereafter entered into (including the payment of debt service on bonds and other debt instruments) and funding requirements for essential public purposes affecting health, welfare and safety of the inhabitants of the Issuer; however, such obligation is cumulative and would carry over from Fiscal Year to Fiscal Year. The Issuer has previously and, subject to Section 5.01 hereof, may hereafter provide a covenant to budget and appropriate Non-Ad Valorem Revenues as a source of security, and/or pledge one or more of such Non-Ad Valorem Revenues to provide for the payment of obligations (including debt obligations) incurred by the Issuer. No priority of payment among such obligations is established when a covenant to budget and appropriate Non-Ad Valorem Revenues is used as a source of security for the payment thereof.

Such covenant to budget and appropriate does not create any lien upon or pledge of such Non-Ad Valorem Revenues until such funds are deposited in the Debt Service Fund established pursuant to Section 4.03 hereof, nor does it preclude the Issuer from pledging in the future or covenanting to budget and appropriate in the future its Non-Ad Valorem Revenues, nor does it require the Issuer to levy and collect any particular Non-Ad Valorem Revenues, nor does it give the Holders of the Bonds a prior claim on the Non-Ad Valorem Revenues as opposed to claims of general creditors of the Issuer. The payment of the debt service of all of the Bonds issued hereunder shall be secured forthwith equally and ratably by a pledge of and a lien upon the Pledged Funds, as now or hereafter constituted. The Issuer does hereby irrevocably pledge such Pledged Funds to the payment of the principal of and interest on the Bonds issued pursuant to this Resolution, and the Issuer does hereby irrevocably agree to the deposit of Non-Ad Valorem Revenues into the Debt Service Fund at the times provided of the sums required to secure to the Holders of the Bonds issued hereunder, and the payment of the principal of and interest thereon when due. The Pledged Funds shall immediately be subject to the lien of this pledge without any physical delivery thereof or further act, and the lien of this pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the Issuer.

(2) Until applied in accordance with this Resolution, the Non-Ad Valorem Revenues deposited by the Issuer in the Debt Service Fund and other amounts on deposit from time to time in the funds and accounts established pursuant to Section 4.03 hereof, plus any earnings thereon, shall be pledged to the repayment of the Bonds.

SECTION 4.03. FUNDS AND ACCOUNTS. The Issuer covenants and agrees to establish a separate fund to be known as the "Escambia County, Florida Capital Improvement Refunding Revenue Bonds, Series 2018 Debt Service Fund" (the "Debt Service Fund"). The Issuer shall maintain in the Debt Service Fund three accounts: the "Interest Account," the "Principal Account, and the "Bond Amortization Account". Moneys in the aforementioned funds and accounts, until applied in accordance with the provisions hereof, shall be subject to a lien and charge in favor of the Bondholders and for the further security of the Bondholders.

SECTION 4.04. FLOW OF FUNDS.

(1) Pursuant to Section 4.03 hereof, Non-Ad Valorem Revenues shall be deposited or credited at least five (5) business days prior to the applicable due date, in the following manner:

(a) Interest Account. The Issuer shall deposit into or credit to the Interest Account the sum which, together with the balance in said Account, shall be equal to the interest on all outstanding Bonds accrued and unpaid and to accrue on such Interest Date. Moneys in the Interest Account shall be used to pay interest on the Bonds as and when the same become due, whether by redemption or otherwise, and for no other purpose.

(b) Principal Account. The Issuer shall deposit into or credit to the Principal Account the sum which, together with the balance in said Account, shall equal the portion of the principal on the Outstanding Bonds next due. Moneys in the Principal Account shall be used to pay the principal of the Bonds as and when the same shall mature, and for no other purpose.

(c) Bond Amortization Account. The Issuer shall deposit into or credit to the Bond Amortization Account the sum which, together with the balance in said Account, shall equal the portion of the Amortization Installments of all Bonds Outstanding next due. Moneys in the Bond Amortization Account shall be used to purchase or redeem Term Bonds in the manner herein provided, and for no other purpose. Payments to the Bond Amortization Account shall be on a parity with payments to the Principal Account.

(2) On the date established for payment of any principal of or Redemption Price, if applicable, or interest on the Bonds, the Issuer shall withdraw from the appropriate account of the Debt Service Fund sufficient moneys to pay such principal or Redemption Price, if applicable, or interest and deposit such moneys with the Paying Agent for the Bonds to be paid.

SECTION 4.05. INVESTMENTS. The Debt Service Fund shall be continuously secured in the manner by which the deposit of public funds are authorized to be secured by the laws of the State. Moneys on deposit in the Debt Service Fund may be invested and reinvested in Permitted Investments maturing not later than the date on which the moneys therein will be needed. Any and all income received by the Issuer from the investment of moneys in each account of the Interest Account, the Principal Account, and the Bond Amortization Account

shall be retained in such respective Fund or Account unless otherwise required by applicable law.

Nothing contained in this Resolution shall prevent any Permitted Investments acquired as investments of or security for funds held under this Resolution from being issued or held in book-entry form on the books of the Department of the Treasury of the United States.

Permitted Investments shall be valued at cost.

SECTION 4.06. SEPARATE ACCOUNTS. The moneys required to be accounted for in each of the foregoing funds and accounts established herein may be deposited in a single account, and funds allocated to the various funds and accounts established herein may be invested in a common investment pool, provided that adequate accounting records are maintained to reflect and control the restricted allocation of the moneys on deposit therein and such investments for the various purposes of such funds and accounts as herein provided.

The designation and establishment of the various funds and accounts in and by this Resolution shall not be construed to require the establishment of any completely independent, self-balancing funds as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain revenues for certain purposes and to establish certain priorities for application of such revenues as herein provided.

ARTICLE V
OTHER OBLIGATIONS AND COVENANTS OF ISSUER

SECTION 5.01. ANTI-DILUTION TEST. During such time as the Bonds are Outstanding hereunder, the Issuer agrees that it will not issue Debt after the date of issuance of the Bonds unless after the issuance of such Debt, the Non-Ad Valorem Revenues received in the immediately preceding Fiscal Year less the Allocable Portion of the Cost of Essential Services for such Fiscal Year are at least 1.20 times the Maximum Annual Debt Service requirement on all Debt of the Issuer secured in any part by a lien upon or covenant to budget and appropriate from Non-Ad Valorem Revenues (including the Debt proposed to be issued).

For purposes of calculating the foregoing, if any Debt bears a rate of interest that is not fixed for the entire term of the Debt (excluding any provisions that adjust the interest rate upon a change in tax law or in the tax treatment of interest on the Debt or upon a default), then the interest rate on such Debt shall be assumed to be the higher of (a) the average rate of actual interest borne by such Debt during the most recent complete month prior to the date of calculation, (b) (1) for Debt the interest on which is excluded from gross income of the Holders thereof for Federal tax purposes, *The Bond Buyer* Revenue Bond Index last published in the month preceding the date of calculation plus one percent, or (2) for Debt the interest on which is not excluded from the gross income of the Holders thereof for Federal tax purposes, the yield on a U.S. Treasury obligation with a constant maturity closest to but not before the maturity

date of such Debt, as reported in Statistical Release H.15 of the Federal Reserve on the last day of the month preceding the date of issuance of such proposed Debt, plus three percent; provided, however, that if the Issuer shall have entered into an interest rate swap or interest rate cap or shall have taken any other action which has the effect of fixing or capping the interest rate on such Debt for the entire term thereof, then such fixed or capped rate shall be used as the applicable rate for the period of such swap or cap, and provided further that if *The Bond Buyer* Revenue Bond Index or Statistical Release H.15 of the Federal Reserve is no longer available or no longer contains the necessary data, such other comparable source of comparable data as selected by the Holder shall be utilized in the foregoing calculations. In addition, for the purpose of calculating the foregoing: "balloon indebtedness" (as defined in the immediately succeeding sentence) shall be assumed to amortize over a period not to exceed 20 years in substantially equal annual payments at the interest rate set forth in the instrument evidencing such Debt if the interest rate is fixed and, if the interest rate is not fixed, at the rate calculated pursuant to the immediately preceding sentence; and any put or tender rights of a lender with respect to any Debt shall be ignored and such Debt shall be assumed to mature as otherwise provided in the instrument evidencing such Debt. "Balloon indebtedness" is any Debt twenty percent (20%) or more of the original principal amount of which comes due in any single Fiscal Year.

Additional Debt shall only be issued if the Issuer shall not be in default in performing any of the covenants and obligations assumed under this Resolution and the Bonds, and all payments herein required to have been made into the accounts and funds, as provided herein, shall have been made to the full extent required.

SECTION 5.02. BOOKS AND RECORDS. The Issuer shall keep proper books, records and accounts of the receipt of the Non-Ad Valorem Revenues in accordance with generally accepted accounting principles, and any Holders of Bonds shall have the right at all reasonable times to inspect such books, records, accounts and data of the Issuer relating thereto. The Issuer shall, within 210 days following the end of each Fiscal Year of the Issuer, cause an audit of such books, records and accounts to be made by an independent firm of certified public accountants.

Copies of each such audit report shall be placed on file with the Issuer and be made available at reasonable times for inspection by Holders of the Bonds.

SECTION 5.03. ANNUAL AUDIT. The Issuer shall cause the financial statements of the Issuer to be properly audited by a recognized independent certified public accountant or recognized independent firm of certified public accountants, and shall require such accountants to complete their report on the annual financial statements in accordance with applicable law. Such annual financial statements shall contain, but not be limited to, a balance sheet, a statement of revenues, expenditures and changes in fund balance, and any other statements as required by law or accounting convention, and a report by such accountants disclosing any material default on the part of the Issuer of any covenant or agreement herein which is

disclosed by the audit of the financial statements. The annual financial statements shall be prepared in conformity with generally accepted accounting principles.

SECTION 5.04. NO IMPAIRMENT. The pledging of the Pledged Funds in the manner provided herein shall not be subject to repeal, modification or impairment by any subsequent ordinance, resolution or other proceedings of the Board.

SECTION 5.05. FEDERAL INCOME TAX COVENANTS.

(A) The Issuer covenants with the Holders that it shall not use the proceeds of such Bonds in any manner which would cause the interest on such Bonds to be or become includable in the gross income of the Holder thereof for federal income tax purposes.

(B) The Issuer covenants with the Holders that neither the Issuer nor any Person under its control or direction will make any use of the proceeds of such Bonds (or amounts deemed to be proceeds under the Code) in any manner which would cause such Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code and neither the Issuer nor any other Person shall do any act or fail to do any act which would cause the interest on such Bonds to become includable in the gross income of the Holder thereof for federal income tax purposes.

(C) The Issuer hereby covenants with the Holders that it will comply with all provisions of the Code necessary to maintain the exclusion of interest on such Bonds from the gross income of the Holder thereof for federal income tax purposes, including, in particular, the payment of any amount required to be rebated to the U.S. Treasury pursuant to the Code.

(D) There is hereby created and established a fund to be known as the "Escambia County, Florida Capital Improvement Refunding Revenue Bonds, Series 2018 Rebate Fund," and a separate account therein for each Series of Bonds. The Issuer shall deposit into the appropriate account in the Rebate Fund, from investment earnings on moneys deposited in the other funds and accounts created hereunder, or from any other legally available funds of the Issuer, an amount equal to the Rebate Amount for such Rebate Year. The Issuer shall use such moneys deposited in the appropriate account in the Rebate Fund only for the payment of the Rebate Amount to the United States as required by this Section 5.05. In complying with the foregoing, the Issuer may rely upon any instructions or opinions from Bond Counsel.

If any amount shall remain in the Rebate Fund after payment in full of all Bonds issued hereunder and after payment in full of the Rebate Amount to the United States in accordance with the terms hereof, such amounts shall be available to the Issuer for any lawful purpose.

The Rebate Fund shall be held separate and apart from all other funds and accounts of the Issuer, shall not be impressed with a lien in favor of the Holders and the moneys therein shall be available for use only as herein provided.

ARTICLE VI
DEFAULTS AND REMEDIES

SECTION 6.01. EVENTS OF DEFAULT. The following events shall each constitute an "Event of Default:"

(1) The Issuer shall fail to make payment of the principal of, Amortization Installment, redemption premium or interest on any Bond when due.

(2) There shall occur the dissolution or liquidation of the Issuer, or the filing by the Issuer of a voluntary petition in bankruptcy, or the commission by the Issuer of any act of bankruptcy, or adjudication of the Issuer as a bankrupt, or assignment by the Issuer for the benefit of its creditors, or appointment of a receiver for the Issuer, or the entry by the Issuer into an agreement of composition with its creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Issuer in any proceeding for its reorganization instituted under the provisions of the Federal Bankruptcy Act, as amended, or under any similar act in any jurisdiction which may now be in effect or hereafter enacted.

(3) The Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or in this Resolution on the part of the Issuer to be performed, and such default shall continue for a period of thirty (30) days after written notice of such default shall have been received from the Holders of not less than twenty-five percent (25%) of the aggregate principal amount of Bonds Outstanding. Notwithstanding the foregoing, the Issuer shall not be deemed in default hereunder if such default can be cured within a reasonable period of time and if the Issuer in good faith institutes curative action and diligently pursues such action until the default has been corrected.

SECTION 6.02. REMEDIES. Any Holder of Bonds issued under the provisions of this Resolution or any trustee or receiver acting for such Bondholders may either at law or in equity, by suit, action, mandamus or other proceedings in any court of competent jurisdiction, protect and enforce any and all rights under the laws of the State, or granted and contained in this Resolution, and may enforce and compel the performance of all duties required by this Resolution or by any applicable statutes to be performed by the Issuer or by any officer thereof.

The Holders of Bonds in an aggregate principal amount of not less than twenty-five percent (25%) of the Bonds then Outstanding may by a duly executed certificate in writing appoint a trustee for Holders of Bonds issued pursuant to this Resolution with authority to represent such Bondholders in any legal proceedings for the enforcement and protection of the rights of such Bondholders and such certificate shall be executed by such Bondholders or their duly authorized attorneys or representatives, and shall be filed in the office of the County Administrator. Notice of such appointment, together with evidence of the requisite signatures of the Holders of not less than twenty-five percent (25%) in aggregate principal amount of Bonds Outstanding and the trust instrument under which the trustee shall have agreed to serve shall be filed with the Issuer and the trustee and notice of appointment shall be given to all

Holders of Bonds in the same manner as notices of redemption are given hereunder. After the appointment of the first trust hereunder, no further trustees may be appointed; however, the Holders of a majority in aggregate principal amount of all the Bonds then Outstanding may remove the trustee initially appointed and appoint a successor and subsequent successors at any time.

SECTION 6.03. DIRECTIONS TO TRUSTEE AS TO REMEDIAL PROCEEDINGS. The Holders of a majority in principal amount of the Bonds then Outstanding shall have the right, by an instrument or concurrent instruments in writing executed and delivered to the trustee, to direct the method and place of conducting all remedial proceedings to be taken by the trustee hereunder, provided that such direction shall not be otherwise than in accordance with law or the provisions hereof, and that the trustee shall have the right to decline to follow any such direction which in the opinion of the trustee would be unjustly prejudicial to Holders of Bonds not parties to such direction.

SECTION 6.04. REMEDIES CUMULATIVE. No remedy herein conferred upon or reserved to the Bondholders is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

SECTION 6.05. WAIVER OF DEFAULT. No delay or omission of any Bondholder to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default, or an acquiescence therein; and every power and remedy given by Section 6.02 of this Resolution to the Bondholders may be exercised from time to time, and as often as may be deemed expedient.

SECTION 6.06. APPLICATION OF MONEYS AFTER DEFAULT. If an Event of Default shall happen and shall not have been remedied, the Issuer or a trustee or receiver appointed for the purpose shall apply all Pledged Funds as follows and in the following order:

(1) To the payment of the reasonable and proper charges, expenses and liabilities of the trustee or receiver, Registrar and Paying Agent hereunder; and

(2) To the payment of the interest and principal or Redemption Price, if applicable, then due on the Bonds, as follows:

(A) Unless the principal of all the Bonds shall have become due and payable, all such moneys shall be applied:

FIRST: to the payment to the Persons entitled thereto of all installments of interest then due, in the order of the maturity of such installments, and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the Persons entitled thereto, without any discrimination or preference;

SECOND: to the payment to the Persons entitled thereto of the unpaid principal of any of the Bonds which shall have become due at maturity or upon mandatory redemption prior to maturity (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of Section 8.01 of this Resolution), in the order of their due dates, with interest upon such Bonds from the respective dates upon which they became due, and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with such interest, then to the payment first of such interest, ratably according to the amount of such interest due on such date, and then to the payment of such principal, ratably according to the amount of such principal due on such date, to the Persons entitled thereto without any discrimination or preference; and

THIRD: to the payment of the Redemption Price of any Bonds called for optional redemption pursuant to the provisions of this Resolution.

(B) If the principal of all the Bonds shall have become due and payable, all such moneys shall be applied to the payment of the principal and interest then due and unpaid upon the Bonds, with interest thereon as aforesaid, without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the Persons entitled thereto without any discrimination or preference.

ARTICLE VII
SUPPLEMENTAL RESOLUTIONS

SECTION 7.01. SUPPLEMENTAL RESOLUTIONS WITHOUT BONDHOLDERS' CONSENT. The Issuer, from time to time and at any time, may adopt such Supplemental Resolutions without the consent of the Bondholders (which Supplemental Resolutions shall thereafter form a part hereof) for any of the following purposes:

(1) To cure any ambiguity or formal defect or omission or to correct any inconsistent provisions in this Resolution or to clarify any matters or questions arising hereunder.

(2) To grant to or confer upon the Bondholders any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the Bondholders.

(3) To add to the conditions, limitations and restrictions on the issuance of Bonds under the provisions of this Resolution other conditions, limitations and restrictions thereafter to be observed.

(4) To add to the covenants and agreements of the Issuer in this Resolution other covenants and agreements thereafter to be observed by the Issuer or to surrender any right or power herein reserved to or conferred upon the Issuer.

(5) To specify and determine the matters and things referred to in Sections 2.01 or 2.02 hereof, and also any other matters and things relative to such Bonds which are not contrary to or inconsistent with this Resolution as theretofore in effect, or to amend, modify or rescind any such authorization, specification or determination at any time prior to the first delivery of such Bonds.

(6) To make any other change that, in the opinion of the Issuer, would not materially adversely affect the security for the Bonds.

SECTION 7.02. SUPPLEMENTAL RESOLUTIONS WITH BONDHOLDERS' CONSENT. Subject to the terms and provisions contained in this Section 7.02 and Section 7.01 hereof, the Holders of not less than a majority in aggregate principal amount of the Bonds then Outstanding shall have the right, from time to time, anything contained in this Resolution to the contrary notwithstanding, to consent to and approve the adoption of such Supplemental Resolution or resolutions hereto as shall be deemed necessary or desirable by the Issuer for the purpose of supplementing, modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Resolution. No Supplemental Resolution may be approved or adopted which shall permit or require (A) an extension of the maturity of the principal of or the payment of the interest on any Bond issued hereunder, (B) reduction in the principal amount of any Bond or the Redemption Price or the rate of interest thereon, (C) the creation of a lien upon or a pledge of other than the lien and pledge created by this Resolution which adversely affects any Bondholders, (D) a preference or priority of any Bond or Bonds over any other Bond or Bonds, or (E) a reduction in the aggregate principal amount of the Bonds required for consent to such Supplemental Resolution, unless such Supplemental Resolution has the approval of 100% of the Bondholders. Nothing herein contained, however, shall be construed as making necessary the approval by Bondholders of the adoption of any Supplemental Resolution as authorized in Section 7.01 hereof.

If, at any time the Issuer shall determine that it is necessary or desirable to adopt any Supplemental Resolution pursuant to this Section 7.02, the Clerk shall cause the Registrar to give notice of the proposed adoption of such Supplemental Resolution and the form of consent to such adoption to be mailed, postage prepaid, to all Bondholders at their addresses as they appear on the registration books. Such notice shall briefly set forth the nature of the proposed Supplemental Resolution and shall state that copies thereof are on file at the offices of the Clerk and the Registrar for inspection by all Bondholders. The Issuer shall not, however, be subject to any liability to any Bondholder by reason of its failure to cause the notice required by this Section 7.02 to be mailed and any such failure shall not affect the validity of such Supplemental Resolution when consented to and approved as provided in this Section 7.02.

Whenever the Issuer shall deliver to the Clerk an instrument or instruments in writing purporting to be executed by the Holders of not less than a majority in aggregate principal amount of the Bonds then Outstanding, which instrument or instruments shall refer to the proposed Supplemental Resolution described in such notice and shall specifically consent to and approve the adoption thereof in substantially the form of the copy thereof referred to in such notice, thereupon, but not otherwise, the Issuer may adopt such Supplemental Resolution in substantially such form, without liability or responsibility to any Holder of any Bond, whether or not such Holder shall have consented thereto.

If the Holders of not less than a majority in aggregate principal amount of the Bonds Outstanding at the time of the adoption of such Supplemental Resolution shall have consented to and approved the adoption thereof as herein provided, no Holder of any Bond shall have any right to object to the adoption of such Supplemental Resolution, or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the adoption thereof, or to enjoin or restrain the Issuer from adopting the same or from taking any action pursuant to the provisions thereof.

Upon the adoption of any Supplemental Resolution pursuant to the provisions of this Section 7.02, this Resolution shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under this Resolution of the Issuer and all Holders of Bonds then Outstanding shall thereafter be determined, exercised and enforced in all respects under the provisions of this Resolution as so modified and amended.

ARTICLE VIII
MISCELLANEOUS

SECTION 8.01. DEFEASANCE. If the Issuer shall pay or cause to be paid, or there shall otherwise be paid to the Holders of all Bonds, the principal or Redemption Price, if applicable, and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Resolution, then the pledge of the Pledged Funds, and all covenants, agreements and other obligations of the Issuer to the Bondholders, shall thereupon cease, terminate and become void and be discharged and satisfied. In such event, the Paying Agents shall pay over or deliver to the Issuer all money or securities held by them pursuant to this Resolution which are not required for the payment or redemption of Bonds not theretofore surrendered for such payment or redemption.

Any Bonds or interest installments appertaining thereto, whether at or prior to the maturity or redemption date of such Bonds, shall be deemed to have been paid within the meaning of this Section 8.01 if (A) in case any such Bonds are to be redeemed prior to the maturity thereof, there shall have been taken all action necessary to call such Bonds for redemption and notice of such redemption shall have been duly given or provision shall have been made for the giving of such notice, and (B) there shall have been deposited in irrevocable

trust with a banking institution or trust company by or on behalf of the Issuer either moneys in an amount which shall be sufficient, or Defeasance Securities the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with such bank or trust company at the same time shall be sufficient, to pay the principal of or Redemption Price, if applicable, and interest due and to become due on said Bonds on and prior to the redemption date or maturity date thereof, as the case may be. Except as hereafter provided, neither the Defeasance Securities nor any moneys so deposited with such bank or trust company nor any moneys received by such bank or trust company on account of principal of or Redemption Price, if applicable, or interest on said Defeasance Securities shall be withdrawn or used for any purpose other than, and all such moneys shall be held in escrow for and be applied to, the payment, when due, of the principal of or Redemption Price, if applicable, of the Bonds for the payment or redemption of which they were deposited and the interest accruing thereon to the date of maturity or redemption; provided, however, the Issuer may substitute new Defeasance Securities and moneys for the deposited Defeasance Securities and moneys if the new Defeasance Securities and moneys are sufficient to pay the principal of or Redemption Price, if applicable, and interest on the Bonds.

In the event the Bonds for which moneys are to be deposited for the payment thereof in accordance with this Section 8.01 are not by their terms subject to redemption within the next succeeding sixty (60) days, the Issuer shall cause the Registrar to mail a notice to the Holders of such Bonds that the deposit required by this Section 8.01 of moneys or Defeasance Securities has been made and said Bonds are deemed to be paid in accordance with the provisions of this Section 8.01 and stating such maturity or redemption date upon which moneys are to be available for the payment of the principal of or Redemption Price, if applicable, and interest on said Bonds.

Nothing herein shall be deemed to require the Issuer to call any of the Outstanding Bonds for redemption prior to maturity pursuant to any applicable optional redemption provisions, or to impair the discretion of the Issuer in determining whether to exercise any such option for early redemption.

SECTION 8.02. APPROVAL OF DISTRIBUTION OF PRELIMINARY OFFICIAL STATEMENT AND AUTHORIZATION OF FINAL OFFICIAL STATEMENT. The preparation and distribution of the Preliminary Official Statement relating to the Bonds, in the form attached hereto as Exhibit "B", is hereby approved and authorized. The County Administrator is hereby authorized to execute and deliver a certificate of the Issuer which deems such Preliminary Official Statement "final" within the contemplation of the Rule. Such Preliminary Official Statement is hereby authorized to be used and distributed in connection with the sale and marketing of the Bonds. The distribution of the final Official Statement relating to the Bonds is hereby authorized, and the execution of such Official Statement by the Chairman is hereby authorized, which execution and delivery shall constitute complete evidence of the approval of such final Official Statement by the Chairman.

SECTION 8.03. APPOINTMENT OF REGISTRAR AND PAYING AGENT. U.S. Bank National Association is hereby appointed as Registrar and Paying Agent for the Bonds. The Chairman and the Clerk are hereby authorized to enter into any agreements with such Registrar and Paying Agent, which may be necessary to reflect the obligation of such Registrar and Paying Agent to accept and perform the respective duties imposed upon each and to effectuate the transactions contemplated, by this Resolution.

SECTION 8.04. ESCROW AGENT AND APPROVAL OF ESCROW DEPOSIT AGREEMENT. U.S. Bank National Association is hereby appointed as Escrow Agent for the Refunded Obligations. Simultaneously with the delivery of the Bonds to the Underwriters, the Issuer shall enter into an Escrow Deposit Agreement. The Chairman and the Clerk are hereby authorized to enter into any agreements with such Escrow Agent, which may be necessary to reflect the obligation of such Escrow Agent to accept and perform the respective duties imposed upon each and to effectuate the transactions contemplated by this Resolution.

SECTION 8.05. TRANSFER OF FUNDS. Moneys in the various funds and accounts created under the resolutions authorizing the Refunded Obligations shall be transferred as provided by a certificate to be executed by the Chairman.

SECTION 8.06. REDEMPTION OF REFUNDED OBLIGATIONS. The Chairman is hereby authorized to select the Refunded Obligations to be refunded and is hereby authorized to call such Refunded Obligations in accordance with the Plan of Finance, as described in the Preliminary Official Statement. The Paying Agents for the Refunded Obligations are hereby authorized to provide written notice of such redemption to the registered owners of such Refunded Obligations and to any Bondholder whose name and address are on file with the Paying Agent. The Paying Agent of the respective Refunded Obligations is hereby authorized and directed to publish the notice of redemption, if required.

The County Administrator or his designee is hereby authorized to direct the investment of funds held under the Escrow Deposit Agreement. The County Administrator or his designee, Bond Counsel and/or Escrow Agent to the extent necessary to accomplish the defeasance and refunding of the Refunded Obligations are authorized to (i) subscribe for United States Treasury Obligations — State and Local Government Series ("SLGS") or (ii) gross fund the escrow account and hold such moneys in cash.

SECTION 8.07. CONTINUING DISCLOSURE. The Issuer hereby covenants and agrees that, in order to assist the Underwriters in complying with the continuing disclosure requirements of the Rule with respect to the Bonds, it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate to be executed by the Issuer prior to the time the Issuer delivers the Bonds to the Underwriters, as may be amended from time to time in accordance with the terms thereof. The form of the Continuing Disclosure Certificate, attached hereto as Exhibit "C" is hereby approved, all of the provisions of which, when executed and delivered by the Issuer as authorized herein shall be deemed to be a part of this instrument as fully and to the same extent as if incorporated verbatim herein. Notwithstanding any other

provision of the Resolution, failure of the Issuer to comply with such Continuing Disclosure Certificate shall not be considered an event of default under the Resolution. However, the Continuing Disclosure Certificate shall be enforceable by the Bondholders in the event that the Issuer fails to cure a breach thereunder within a reasonable time after written notice from a Bondholder to the Issuer that a breach exists. Any rights of the Bondholders to enforce the provisions of this covenant shall be on behalf of all Bondholders and shall be limited to a right to obtain specific performance of the Issuer's obligations thereunder.

The Continuing Disclosure Certificate shall be executed in the name of the Issuer by the Chairman, attested by the Clerk, the official seal of the Issuer to be imprinted thereon, with such additional changes and insertions therein as are subsequently approved, and such execution and delivery shall be conclusive evidence of the approval thereof by such officers.

SECTION 8.08. NO PERSONAL LIABILITY; AUTHORIZATION OF ALL OTHER NECESSARY ACTION. Neither the members of the Board nor any person executing the Bonds shall be personally liable therefor or be subject to any personal liability or accountability by reason of the issuance thereof. The Chairman, Vice-Chairman and Clerk, the County Attorney and Bryant Miller Olive P.A., Bond Counsel for the Issuer, are each designated agents of the Issuer in connection with the issuance and delivery of the Bonds, and are authorized and empowered, collectively or individually, to take all actions and steps to execute and deliver any and all instruments, documents or contracts on behalf of the Issuer which are necessary or desirable in connection with the execution and delivery of the Bonds and which are not inconsistent with the terms and provisions of the resolution and other actions relating to the Bonds heretofore taken by the Issuer, including sale and purchase of investments.

SECTION 8.09. INTERESTED PARTIES. Nothing in this Resolution expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the Issuer, the Paying Agent, and the registered Holders of the Bonds, any right, remedy or claim under or by reason of this Resolution or any covenant, condition or stipulation thereof, and all covenants, stipulations, promises and agreements in this Resolution contained by and on behalf of the Issuer shall be for the sole and exclusive benefit of the Issuer, the Paying Agent, and the registered Holders of the Bonds.

SECTION 8.10. SEVERABILITY OF INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions of this Resolution shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements and provisions of this Resolution and shall in no way affect the validity of any of the other covenants, agreements or provisions hereof or of the Bonds issued hereunder.

SECTION 8.11. REPEAL OF INCONSISTENT RESOLUTIONS. All resolutions or parts thereof in conflict herewith are hereby superseded and repealed to the extent of such conflict.

SECTION 8.12. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED THE 1ST DAY OF NOVEMBER, 2018.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Jeff Bergosh, Chairman

ATTEST:

PAM CHILDERS,
CLERK OF THE CIRCUIT COURT

By: _____
Deputy Clerk

(SEAL)

Approved as to form and legality:

By: _____
Alison Rogers, County Attorney

EXHIBIT A

FORM OF PURCHASE CONTRACT

[FOLLOWS]

BOND PURCHASE AGREEMENT

Escambia County, Florida
Capital Improvement Refunding Revenue Bonds, Series 2018

_____, 2018

Escambia County, Florida
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Ladies and Gentlemen:

The undersigned, RBC Capital Markets, LLC (the *"Representative"* or *"RBC CM"*) acting on its own behalf and on behalf of the other underwriters listed on Schedule I hereto (collectively, the *"Underwriters"*), offers to enter into the following agreement (this "*Agreement"*) with Escambia County, Florida (the *"Issuer"*) which, upon the Issuer's written acceptance of this offer, will be binding upon the Issuer and upon the Underwriters. This offer is made subject to the Issuer's written acceptance hereof on or before 2:00 p.m., Eastern Daylight time, on _____, 2018, and, if not so accepted, will be subject to withdrawal by the Underwriters upon notice delivered to the Issuer at any time prior to the acceptance hereof by the Issuer. Terms not otherwise defined in this Agreement shall have the same meanings set forth in the Bond Resolution (as defined herein) or in the Official Statement (as defined herein).

1. *Purchase and Sale of the Bonds.* Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the Underwriters hereby agree to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Underwriters, all, but not less than all, of the Issuer's Capital Improvement Refunding Revenue Bonds, Series 2018 (the *"Bonds"*). Inasmuch as this purchase and sale represents a negotiated transaction, the Issuer acknowledges and agrees that: (i) the transaction contemplated by this Agreement is an arm's length, commercial transaction between the Issuer and the Underwriters in which the Underwriters are acting solely as a principal and are not acting as a municipal advisor, financial advisor or fiduciary to the Issuer; (ii) the Underwriters have not assumed any advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriters have provided other services or is currently providing other services to the Issuer on other matters); (iii) the Underwriters are acting solely in their capacity as underwriters for their own accounts, (iv) the only obligations the Underwriters have to the Issuer with respect to the transaction contemplated hereby expressly are set forth in this Agreement; and (v) the Issuer has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate. The Representative has been duly authorized to execute this Agreement and to act hereunder.

   The principal amount of the Bonds to be issued, the dated date thereof, interest rates per annum, prices and/or yields, the maturities and sinking fund and optional redemption provisions are set forth in Schedule II hereto. The Bonds shall be as described in, and shall be issued and secured under and

pursuant to the provisions of Resolution No. R2018-___ adopted by the Issuer on _____, 2018 (the "Bond Resolution").

The aggregate principal amount of the Bonds is $_____ and the purchase price for the Bonds shall be $_____ (which is the aggregate principal amount of $_____ plus an aggregate net original issue premium/discount of $_____ and less an underwriting discount of $_____), plus interest accrued on the Bonds from the dated date of the Bonds to the Closing Date (as hereinafter defined).

Delivered to the Issuer herewith as a good faith deposit is a check payable to the order of the Issuer in clearing house funds in the amount of $_____. In the event you accept this offer, such check shall be held uncashed by you until the time of Closing, at which time such check shall be returned uncashed to the Representative. In the event that the Issuer does not accept this Agreement, such check will be immediately returned to the Representative. Should the Issuer fail to deliver the Bonds at the Closing, or should the Issuer be unable to satisfy the conditions of the obligations of the Underwriters to purchase, accept delivery of and pay for the Bonds, as set forth in this Agreement (unless waived by the Underwriters), or should such obligations of the Underwriters be terminated for any reason permitted by this Agreement, such check shall immediately be returned to the Representative. In the event that the Underwriters fail (other than for a reason permitted hereunder) to purchase, accept delivery of and pay for the Bonds at the Closing as herein provided, such check shall be cashed and the amount thereof retained by the Issuer as and for fully liquidated damages for such failure of the Underwriters, and, except as set forth in Section 9 hereof, no party shall have any further rights against the other hereunder. The Underwriters and the Issuer understand that in such event the Issuer's actual damages may be greater or may be less than such amount. Accordingly, the Underwriters hereby waive any right to claim that the Issuer's actual damages are less than such amount, and the Issuer's acceptance of this offer shall constitute a waiver of any right the Issuer may have to additional damages from the Underwriters.

In accordance with Section 218.385, Florida Statutes, the Underwriters hereby disclose the information required by such Section, including a truth-in-bonding statement, as provided in Schedule III attached hereto.

2. *Public Offering.* The Underwriters agree to make a bona fide public offering of all of the Bonds at a price not to exceed the public offering price set forth on the cover of the Official Statement and may subsequently change such offering price without any requirement of prior notice. The Underwriters may offer and sell Bonds to certain dealers (including dealers depositing Bonds into investment trusts) and others at prices lower than the public offering price stated on the cover of the Official Statement.

Simultaneously with or prior to the delivery of the Bonds, at the request of the Issuer or Bond Counsel (defined herein), the Representative shall furnish to the Issuer a certificate to the effect that (a) the Underwriters made a bona fide public offering of the Bonds at the Offering Prices, and (b) to the best of the knowledge, information and belief of the Representative, (i) a substantial amount of the Bonds (at least 10% of the aggregate face amount of each maturity) was sold to the public (excluding bond houses, brokers and other intermediaries) at prices no higher than the Offering Prices or (ii) a substantial amount of the Bonds was sold at or below the Offering Prices, subject to the reasonable approval by Bond Counsel based on facts in existence on the date of Closing relating to the tax exempt status of the Bonds. If the Representative is unable to state the matters set forth in this paragraph, such certificate shall state such actual facts as to the amount of the Bonds sold to the public (excluding bond houses, brokers and other intermediaries) and the price therefor, as Bond Counsel may reasonably request. The foregoing may expressly rely on information obtained or derived from other underwriters, bond houses and brokers selling the Bonds, without independent verification thereof, and must state that the

Representative has no reason to believe that the statements in the certificate are untrue or incorrect in any material respect.

3. *Establishment of Issue Price*

(a) The Representative, on behalf of the Underwriters, agrees to assist the Issuer in establishing the issue price of the Bonds and shall execute and deliver to the Issuer at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Representative, the Issuer and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds. As applicable, all actions to be taken by the Issuer under this section to establish the issue price of the Bonds may be taken on behalf of the Issuer by the Issuer's municipal advisor and any notice or report to be provided to the Issuer may be provided to the Issuer's municipal advisor.

(b) Except as otherwise set forth in Schedule II attached hereto, the Issuer will treat the first price at which 10% of each maturity of the Bonds (the "10% test") is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Agreement, the Representative shall report to the Issuer the price or prices at which the Underwriters have sold to the public each maturity of Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Representative agrees to promptly report to the Issuer the prices at which Bonds of that maturity have been sold by the Underwriters to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until the 10% test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold to the public.

(c) The Representative confirms that the Underwriters have offered the Bonds to the public on or before the date of this Agreement at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Schedule II attached hereto, except as otherwise set forth therein. Schedule II also sets forth, as of the date of this Agreement, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the Issuer and the Representative, on behalf of the Underwriters, agree that the restrictions set forth in the next sentence shall apply, which will allow the Issuer to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriters will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(i) the close of the fifth (5^{th}) business day after the sale date; or

(ii) the date on which the Underwriters have sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Representative shall promptly advise the Issuer when the Underwriters have sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

The Issuer acknowledges that, in making the representation set forth in this subsection, the Representative will rely on (i) the agreement of each Underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an Underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the retail distribution agreement and the related pricing wires. The Issuer further acknowledges that each Underwriter shall be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule and that no Underwriter shall be liable for the failure of any other Underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement, to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Bonds.

(d) The Representative confirms that:

(i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the Representative is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the Representative that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Representative and as set forth in the related pricing wires, and

(ii) any agreement among underwriters relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the Representative or the Underwriter that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Representative or the Underwriter and as set forth in the related pricing wires.

(e) The Underwriters acknowledge that sales of any Bonds to any person that is a related party to an Underwriter shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) "public" means any person other than an underwriter or a related party,

(ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),

(iii) a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) "sale date" means the date of execution of this Bond Purchase Agreement by all parties.

4. *The Official Statement*.

(a) The Preliminary Official Statement dated November __, 2018 (the *"Preliminary Official Statement"*), including the cover page and Appendices thereto, of the Issuer relating to the Bonds, as amended to reflect the pricing terms of the Bonds, is hereinafter called the *"Official Statement."*

(b) The Preliminary Official Statement has been prepared by the Issuer for use by the Underwriters in connection with the public offering, sale and distribution of the Bonds. The Issuer hereby represents and warrants that the Preliminary Official Statement was deemed final by the Issuer as of its date, except for the omission of such information which is dependent upon the final pricing of the Bonds for completion, all as permitted to be excluded by Section (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934 (the *"Rule"*).

(c) The Issuer represents that the governing body of the Issuer has reviewed and approved the information in the Official Statement and hereby authorizes the Official Statement to be used by the Underwriters in connection with the public offering and the sale of the Bonds. The Issuer shall provide, or cause to be provided, to the Underwriters as soon as practicable after the date of the Issuer's acceptance of this Agreement (but, in any event, not later than within seven business days after the Issuer's acceptance of this Agreement and in sufficient time to accompany any confirmation that requests payment from any customer) copies of the Official Statement which is complete as of the date of its delivery to the Underwriters in such quantity as the Representative shall reasonably request in order for the Underwriters to comply with Section (b)(4) of the Rule and the rules of the Municipal Securities Rulemaking Board (the "MSRB"). The Issuer hereby confirms that it does not object to the distribution of the Official Statement in electronic form.

(d) If, after the date of this Agreement to and including the date the Underwriters are no longer required to provide an Official Statement to potential customers who request the same pursuant to the Rule (the earlier of (i) 90 days from the "end of the underwriting period" (as defined in the Rule) and (ii) the time when the Official Statement is available to any person from the MSRB, but in no case less than 25 days after the "end of the underwriting period" for the Bonds), the Issuer becomes aware of any fact or event which might or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, or if it is necessary to amend or supplement the Official Statement to comply with law, the Issuer will notify the Representative (and for the purposes of this clause provide the Representative with such information as it may from time to time request), and if, in the opinion of the Representative, such fact or event requires preparation and publication of a supplement or amendment to the Official Statement, the Issuer will forthwith prepare and furnish, at the Issuer's own expense (in a form and manner approved by the Representative), a reasonable number of copies of either amendments or

supplements to the Official Statement so that the statements in the Official Statement as so amended and supplemented will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading or so that the Official Statement will comply with law. If such notification shall be subsequent to the Closing, the Issuer shall furnish such legal opinions, certificates, instruments and other documents as the Representative may deem necessary to evidence the truth and accuracy of such supplement or amendment to the Official Statement.

(e) The Representative hereby agrees to file the Official Statement with the MSRB. Unless otherwise notified in writing by the Representative, the Issuer can assume that the "end of the underwriting period" for purposes of the Rule is the date of the Closing.

5. *Representations, Warranties, and Covenants of the Issuer*. The Issuer hereby represents and warrants to and covenants with the Underwriters that:

(a) The Issuer is a political subdivision of the State of Florida (the *"State"*) duly created, organized and existing under the Constitution and laws of the State, including particularly Chapter 125, Florida Statutes, as amended, Home Rule Ordinance No. 74-8, as amended by the Issuer, the Bond Resolution and other applicable provisions of law (the *"Act"*), and has full legal right, power and authority under the Act and the Bond Resolution, and at the date of the Closing will have full legal right, power and authority under the Act (i) to enter into, execute and deliver this Agreement, the Bond Resolution and the Continuing Disclosure Undertaking (the "*Undertaking*") as defined in Section 6(j)(3) hereof and all documents required hereunder and thereunder to be executed and delivered by the Issuer (this Agreement, the Bond Resolution, the Undertaking and the other documents referred to in this clause are hereinafter referred to as the *"Issuer Documents"*), (ii) to sell, issue and deliver the Bonds to the Underwriters as provided herein, (iii) to carry out and consummate the transactions contemplated by the Issuer Documents and the Official Statement, and (iv) to pledge and grant a lien upon the Pledged Revenues for payment of the principal of, redemption premium, if any, and interest on the Bonds pursuant to the Bond Resolution; and the Issuer has complied, and will at the Closing be in compliance in all respects, with the terms of the Act and the Issuer Documents as they pertain to such transactions;

(b) By all necessary official action of the Issuer prior to or concurrently with the acceptance hereof, the Issuer has duly authorized all necessary action to be taken by it for (i) the adoption of the Bond Resolution and the issuance and sale of the Bonds, (ii) the approval, execution and delivery of, and the performance by the Issuer of the obligations on its part, contained in the Bonds and the Issuer Documents and (iii) the consummation by it of all other transactions contemplated by the Official Statement, and the Issuer Documents and any and all such other agreements and documents as may be required to be executed, delivered and/or received by the Issuer in order to carry out, give effect to, and consummate the transactions contemplated herein and in the Official Statement;

(c) The Issuer Documents constitute legal, valid and binding obligations of the Issuer, enforceable in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights; the Bonds, when issued, delivered and paid for, in accordance with the Bond Resolution and this Agreement, will constitute legal, valid and binding obligations of the Issuer entitled to the benefits of the Bond Resolution and enforceable in accordance with their terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights; upon the issuance, authentication and delivery of the Bonds as aforesaid, the Bond Resolution will provide, for the

benefit of the holders, from time to time, of the Bonds, the legally valid and binding pledge of and lien it purports to create as set forth in the Bond Resolution;

(d) The Issuer is not in breach of or default in any material respect under any applicable constitutional provision, law or administrative regulation of the State or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or to which the Issuer is or any of its property or assets are otherwise subject, and no event has occurred and is continuing which constitutes or with the passage of time or the giving of notice, or both, would constitute a default or event of default by the Issuer under any of the foregoing; and the execution and delivery of the Bonds, the Issuer Documents and the adoption of the Bond Resolution and compliance with the provisions on the Issuer's part contained therein, will not conflict with or constitute a breach of or default under any constitutional provision, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or to which the Issuer is or to which any of its property or assets are otherwise subject nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Issuer to be pledged to secure the Bonds or under the terms of any such law, regulation or instrument, except as provided by the Bonds and the Bond Resolution

(e) All authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matter which are required for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect the due performance by the Issuer of its obligations under the Issuer Documents, and the Bonds have been duly obtained, except for such approvals, consents and orders as may be required under the Blue Sky or securities laws of any jurisdiction in connection with the offering and sale of the Bonds;

(f) The Bonds conform to the descriptions thereof contained in the Official Statement on the cover and inside cover pages and under the caption "DESCRIPTION OF THE BONDS"; the Bond Resolution conforms to the description thereof contained in the Official Statement under the caption "SECURITY FOR THE BONDS" and in Appendix A; the proceeds of the sale of the Bonds will be applied generally as described in the Official Statement under the captions "ESTIMATED SOURCES AND USES OF FUNDS and "PLAN OF REFUNDING" and the Undertaking conforms to the description thereof contained in the Official Statement under the caption "CONTINUING DISCLOSURE" and in Appendix E.

(g) There is no legislation, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to the best knowledge of the Issuer after due inquiry, threatened against the Issuer, affecting the existence of the Issuer or the titles of its officers to their respective offices, or affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Bonds or the collection, reciept or application by the Issuer of any of the Non-Ad Valorem Revenues (as defined in the Bond Resolution) or in any way contesting or affecting the validity or enforceability of the Bonds, the Issuer Documents, or contesting the exclusion from gross income of interest on the Bonds for federal income tax purposes, or contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto, or contesting the powers of the Issuer or any authority for the issuance of the Bonds, the adoption of the Bond Resolution or the execution and delivery of the Issuer Documents, nor, to the best knowledge of the Issuer, is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Bonds or the Issuer Documents;

(h) As of the date thereof, the Preliminary Official Statement did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(i) At the time of the Issuer's acceptance hereof and (unless the Official Statement is amended or supplemented pursuant to paragraph (d) of Section 4 of this Agreement) at all times subsequent thereto during the period up to and including the date of Closing, the Official Statement does not and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(j) If the Official Statement is supplemented or amended pursuant to paragraph (d) of Section 4 of this Agreement, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto during the period up to and including the date of Closing the Official Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which made, not misleading;

(k) The Issuer will apply, or cause to be applied, the proceeds from the sale of the Bonds as provided in and subject to all of the terms and provisions of the Bond Resolution and not to take or omit to take any action which action or omission will adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Bonds;

(l) The Issuer will furnish such information and execute such instruments and take such action in cooperation with the Underwriters as the Representative may reasonably request (A) to (y) qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions in the United States as the Representative may designate and (z) determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions and (B) to continue such qualifications in effect so long as required for the distribution of the Bonds (provided, however, that the Issuer will not be required to qualify as a foreign corporation or to file any general or special consents to service of process under the laws of any jurisdiction) and will advise the Representative immediately of receipt by the Issuer of any notification with respect to the suspension of the qualification of the Bonds for sale in any jurisdiction or the initiation or threat of any proceeding for that purpose;

(m) The financial statements of, and other financial information regarding the Issuer, in the Official Statement fairly present the financial position and results of the Issuer as of the dates and for the periods therein set forth. Prior to the Closing, there will be no adverse change of a material nature in such financial position, results of operations or condition, financial or otherwise, of the Issuer. The Issuer is not a party to any litigation or other proceeding pending or, to its knowledge, threatened which, if decided adversely to the Issuer, would have a materially adverse effect on the financial condition of the Issuer;

(n) Prior to the Closing the Issuer will not offer or issue any bonds, notes or other obligations for borrowed money or incur any material liabilities, direct or contingent, payable from or secured by any of the revenues or assets which will secure the Bonds without the prior approval of the Representative;

(o) Any certificate, signed by any official of the Issuer authorized to do so in connection with the transactions contemplated by this Agreement, shall be deemed a representation and warranty by the Issuer to the Underwriters as to the statements made therein;

6. *Closing*.

(a) At 10:00 a.m. Central Time, on _____, 2018, or at such other time and date as shall have been mutually agreed upon by the Issuer and the Representative (the *"Closing"*), the Issuer will, subject to the terms and conditions hereof, deliver the Bonds to the Underwriters duly executed and authenticated, together with the other documents hereinafter mentioned, and the Underwriters will, subject to the terms and conditions hereof, accept such delivery and pay the purchase price of the Bonds as set forth in Section 1 of this Agreement by a certified or bank cashier's check or checks or wire transfer payable in immediately available funds to the order of the Issuer. Payment for the Bonds as aforesaid shall be made at the offices of the Issuer, or such other place as shall have been mutually agreed upon by the Issuer and the Representative.

(b) Delivery of the Bonds shall be made to The Depository Trust Company, New York, New York. The Bonds shall be delivered in definitive fully registered form, bearing CUSIP numbers without coupons, with one Bond for each maturity of the Bonds, registered in the name of Cede & Co., all as provided in the Bond Resolution, and shall be made available to the Representative at least one business day before the Closing for purposes of inspection.

7. *Closing Conditions*. The Underwriters have entered into this Agreement in reliance upon the representations, warranties and agreements of the Issuer contained herein, and in reliance upon the representations, warranties and agreements to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the Issuer of its obligations hereunder, both as of the date hereof and as of the date of the Closing. Accordingly, the Underwriters' obligations under this Agreement to purchase, to accept delivery of and to pay for the Bonds shall be conditioned upon the performance by the Issuer of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following additional conditions, including the delivery by the Issuer of such documents as are enumerated herein, in form and substance reasonably satisfactory to the Representative:

(a) The representations and warranties of the Issuer contained herein shall be true, complete and correct on the date hereof and on and as of the date of the Closing, as if made on the date of the Closing;

(b) The Issuer shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing;

(c) At the time of the Closing, (i) the Issuer Documents and the Bonds shall be in full force and effect in the form heretofore approved by the Representative and shall not have been amended, modified or supplemented, and the Official Statement shall not have been supplemented or amended, except in any such case as may have been agreed to by the Representative; and (ii) all actions of the Issuer required to be taken by the Issuer shall be performed in order for Bond Counsel, Disclosure Counsel and the County Attornty to deliver their respective opinions referred to hereafter;

(d) At or prior to the Closing, the Bond Resolution shall have been duly executed and delivered by the Issuer and the Issuer shall have duly executed and delivered and the bond registrar shall have duly authenticated the Bonds;

(e) At the time of the Closing, there shall not have occurred any change or any development involving a prospective change in the condition, financial or otherwise, or in the revenues or operations of the Issuer, from that set forth in the Official Statement that in the judgment of the Representative, is material and adverse and that makes it, in the judgment of the Representative, impracticable to market the Bonds on the terms and in the manner contemplated in the Official Statement;

(f) The Issuer shall not have failed to pay principal or interest when due on any of its outstanding obligations for borrowed money;

(g) All steps to be taken and all instruments and other documents to be executed, and all other legal matters in connection with the transactions contemplated by this Agreement shall be reasonably satisfactory in legal form and effect to the Representative;

(h) At or prior to the Closing, the Underwriters shall have received copies of each of the following documents:

(1) The Official Statement, and each supplement or amendment thereto, if any, executed on behalf of the Issuer by the Chairman of the Board of County Commissioners, or such other official as may have been agreed to by the Representative, and the reports and audits referred to or appearing in the Official Statement;

(2) The Bond Resolution with such supplements or amendments as may have been agreed to by the Representative;

(3) The Undertaking of the Issuer which satisfies the requirements of section (b)(5)(i) of the Rule;

(4) the approving opinion of Bond Counsel with respect to the Bonds, in substantially the form attached to the Official Statement;

(5) a supplemental opinion of Bond Counsel addressed to the Underwriters, substantially to the effect that:

(i) the Bond Resolution has been duly adopted and is in full force and effect; and

(ii) the information contained in the Official Statement under the following headings insofar as such information purports to be summaries or descriptions of the Resolution, the Bonds, or state or federal law, are accurate summaries of such information: "INTRODUCTION," "DESCRIPTION OF THE BONDS" (other than the information under the subheading "Book-Entry Only System"), "SECURITY FOR THE BONDS" and the information under "TAX MATTERS" and in Appendices A and D fairly and accurately summarizes the matters purported to be summarized therein, but excluding statements contained under any other heading to which reference is made under such headings or Appendices and any financial and statistical information included therein, as to which no opinion need be expressed.

(6) An opinion, dated the date of the Closing and addressed to the Issuer with a reliance letter to the Underwriters, of Disclosure Counsel, to the effect that:

(i) the Bonds are exempted securities under the Securities Act of 1933, as amended (the "1933 Act"), and the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act") and it is not necessary, in connection with the offering and sale of the Bonds, to register the Bonds under the 1933 Act or to qualify the Bond Resolution under the Trust Indenture Act; and

(ii) based upon their participation in the preparation of the Official Statement as counsel for the Underwriters and their participation at conferences at which the Official Statement was discussed, but without having undertaken to determine independently the accuracy, completeness or fairness of the statements contained in the Official Statement, such counsel has no reason to believe that the Official Statement contains any untrue statement of a

material fact or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except for any financial, forecast, technical and statistical statements and data included in the Official Statement and the information regarding the Depository and its book-entry system, in each case as to which no view need be expressed)).

(7) An opinion of the Issuer's Counsel, addressed to the Underwriters, to the effect that:

(i) The Issuer is a political subdivision of the State duly created, organized and existing under the laws of the Act, and has full legal right, power and authority under the Act and the Bond Resolution (A) to enter into, execute and deliver the Issuer Documents and all documents required hereunder and thereunder to be executed and delivered by the Issuer, (B) to sell, issue and deliver the Bonds to the Underwriters as provided herein, and (C) to carry out and consummate the transactions contemplated by the Issuer Documents and the Official Statement, and the Issuer has complied, and will at the Closing be in compliance in all respects, with the terms of the Act and the Issuer Documents as they pertain to such transactions;

(ii) By all necessary official action of the Issuer prior to or concurrently with the acceptance hereof, the Issuer has duly authorized all necessary action to be taken by it for (A) the adoption of the Bond Resolution and the issuance and sale of the Bonds, (B) the approval, execution and delivery of, and the performance by the Issuer of the obligations on its part, contained in the Bonds and the Issuer Documents, and (C) the consummation by it of all other transactions contemplated by the Official Statement, the Issuer Documents and any and all such other agreements and documents as may be required to be executed, delivered and/or received by the Issuer in order to carry out, give effect to, and consummate the transactions contemplated herein and in the Official Statement;

(iii) The Bond Resolution was duly and validly adopted by the Issuer and is in full force and effect; the Bond Resolution and all other proceedings pertinent to the validity and enforceability of the Bonds have been duly and validly adopted or undertaken in compliance with all applicable procedural requirements of the Issuer and in compliance with the Constitution and laws of the State, including the Act;

(iv) The Issuer Documents have been duly authorized, executed and delivered by the Issuer, and constitute legal, valid and binding obligations of the Issuer enforceable against the Issuer in accordance with their respective terms, except to the extent limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws and equitable principles of general application relating to or affecting the enforcement of creditors' rights; and the Bonds, when issued, delivered and paid for, in accordance with the Bond Resolution and this Agreement, will constitute legal, valid and binding obligations of the Issuer entitled to the benefits of the Bond Resolution and enforceable in accordance with their terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights; upon the issuance, authentication and delivery of the Bonds as aforesaid, the Bond Resolution will provide, for the benefit of the holders, from time to time, of the Bonds, the legally valid and binding pledge of and lien it purports to create as set forth in the Bond Resolution;

(v) The distribution of the Preliminary Official Statement and the Official Statement has been duly authorized by the Issuer;

(vi) All authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matter which are required for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect the due performance by the Issuer of its obligations under the Issuer Documents and the Bonds have been obtained;

(vii) There is no legislation, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to the best knowledge of the Issuer, after due inquiry threatened against the Issuer, affecting the corporate existence of the Issuer or the titles of its officers to their respective offices, or affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Bonds or the collection, reciept or application by the Issuer of any of the Non-Ad Valorem Revenues (as defined in the Bond Resolution) or in any way contesting or affecting the validity or enforceability of the Bonds, the Issuer Documents, or contesting the exclusion from gross income of interest on the Bonds for federal income tax purposes, or contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto, or contesting the powers of the Issuer or any authority for the issuance of the Bonds, the adoption of the Bond Resolution or the execution and delivery of the Issuer Documents, nor, to the best knowledge of the Issuer, is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Bonds, or the Issuer Documents;

(viii) The execution and delivery of the Issuer Documents and compliance by the Issuer with the provisions hereof and thereof, under the circumstances contemplated herein and therein, will not conflict with or constitute on the part of the Issuer a material breach of or a default under any agreement or instrument to which the Issuer is a party, or violate any existing law, administrative regulation, court order, or consent decree to which the Issuer is subject; and

(ix) Based on the examination which such counsel has caused to be made and its participation at conferences at which the Preliminary Official Statement and the Official Statement were discussed, such counsel has no reason to believe that the Official Statement as of its date and as of the date hereof contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading in any material respect (except for any financial forecast, technical and statistical data included in the Official Statement and except for information regarding the Depository and its book-entry system, in each case as to which no view need be expressed).

(8) A certificate, dated the date of Closing, of the Issuer to the effect that (i) the representations and warranties of the Issuer contained herein are true and correct in all material respects on and as of the date of Closing as if made on the date of Closing; (ii) no litigation or proceeding or tax challenge against it is pending or, to its knowledge, threatened in any court or administrative body nor is there a basis for litigation which would (a) contest the right of the members or officials of the Issuer to hold and exercise their respective positions, (b) contest the due organization and valid existence of the Issuer, (c) contest the validity, due authorization and execution of the Bonds or the Issuer Documents or (d) attempt to limit, enjoin or otherwise restrict or prevent the Issuer from functioning and collecting revenues and other income, or the collection, reciept or application by the Issuer of any of the Non-Ad Valorem Revenues (as

defined in the Bond Resolution), or the pledge of the Pledged Funds to pay the principal of and interest on the Bonds; (iii) the Bond Resolution of the Issuer authorizing the execution, delivery and/or performance of the Official Statement, the Bonds and Issuer Documents has been duly adopted by the Issuer, is in full force and effect and has not been modified, amended or repealed, and (iv) to the best of its knowledge, no event affecting the Issuer has occurred since the date of the Official Statement which should be disclosed in the Official Statement for the purpose for which it is to be used or which it is necessary to disclose therein in order to make the statements and information therein, in light of the circumstances under which made, not misleading in any respect as of the time of Closing, and the information contained in the Official Statement is correct in all material respects and, as of the date of the Official Statement did not, and as of the date of the Closing does not, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading;

(9) A certificate of the Issuer in form and substance satisfactory to Bond Counsel and counsel to the Underwriters (i) setting forth the facts, estimates and circumstances in existence on the date of the Closing, which establish that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the *"Code"*), and any applicable regulations (whether final, temporary or proposed), issued pursuant to the Code, and (ii) certifying that to the best of the knowledge and belief of the Issuer there are no other facts, estimates or circumstances that would materially change the conclusions, representations and expectations contained in such certificate;

(10) Any other certificates and opinions required by the Bond Resolution for the issuance thereunder of the Bonds;

(11) Evidence satisfactory to the Representative that the Bonds have been rated by the rating agencies as described in the Official Statement under the caption "RATINGS" and that all such ratings are in effect as of the date of Closing; and

(14) Such additional legal opinions, certificates, instruments and other documents as the Representative or counsel to the Underwriters may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the date of the Closing, of the Issuer's representations and warranties contained herein and of the statements and information contained in the Official Statement and the due performance or satisfaction by the Issuer on or prior to the date of the Closing of all the respective agreements then to be performed and conditions then to be satisfied by the Issuer.

All of the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Agreement shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance satisfactory to the Underwriters.

If the Issuer shall be unable to satisfy the conditions to the obligations of the Underwriters to purchase, to accept delivery of and to pay for the Bonds contained in this Agreement, or if the obligations of the Underwriters to purchase, to accept delivery of and to pay for the Bonds shall be terminated for any reason permitted by this Agreement, this Agreement shall terminate and neither the Underwriters nor the Issuer shall be under any further obligation hereunder, except that the respective obligations of the Issuer and the Underwriters set forth in the penultimate paragraph of Section 1 and in Section 9 hereof shall continue in full force and effect.

8. *Termination*. The Underwriters shall have the right to cancel their obligation to purchase the Bonds if, between the date of this Agreement and the Closing, the market price or marketability of the Bonds shall be materially adversely affected, in the sole judgment of the Representative, by the occurrence of any of the following:

(a) legislation shall be enacted by or introduced in the Congress of the United States or recommended to the Congress for passage by the President of the United States, or the Treasury Department of the United States or the Internal Revenue Service or any member of the Congress or the legislature of the State or favorably reported for passage to either House of the Congress by any committee of such House to which such legislation has been referred for consideration, a decision by a court of the United States or of the State or the United States Tax Court shall be rendered, or an order, ruling, regulation (final, temporary or proposed), press release, statement or other form of notice by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency shall be made or proposed, the effect of any or all of which would be to impose, directly or indirectly, federal income taxation or State income taxation upon interest received on obligations of the general character of the Bonds or, with respect to State taxation, of the interest on the Bonds as described in the Official Statement, or other action or events shall have transpired which may have the purpose or effect, directly or indirectly, of changing the federal income tax consequences or state income tax consequences of any of the transactions contemplated herein;

(b) legislation introduced in or enacted (or resolution passed) by the Congress or an order, decree, or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary, or proposed), press release or other form of notice issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Bonds, including any or all underlying arrangements, are not exempt from registration under or other requirements of the 1933 Act, or that the Bond Resolution is not exempt from qualification under or other requirements of the Trust Indenture Act, or that the issuance, offering, or sale of obligations of the general character of the Bonds, including any or all underlying arrangements, as contemplated hereby or by the Official Statement or otherwise, is or would be in violation of the federal securities law as amended and then in effect;

(c) any state Blue Sky or securities commission or other governmental agency or body shall have withheld registration, exemption or clearance of the offering of the Bonds as described herein, or issued a stop order or similar ruling relating thereto;

(d) a general suspension of trading in securities on the New York Stock Exchange or other national securities exchange, the establishment of minimum prices on either such exchange, the establishment of material restrictions (not in force as of the date hereof) upon trading securities generally by any governmental authority or any national securities exchange, a general banking moratorium declared by federal, State of New York, or State officials authorized to do so;

(e) the New York Stock Exchange or other national securities exchange or any governmental authority, shall impose, as to the Bonds or as to obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, Underwriters;

(f) any amendment to the federal or state Constitution or action by any federal or state court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the Issuer, its property, income securities (or interest thereon), or the validity or enforceability of the collection, receipt or application of a material portion of the Non-Ad Valorem Revenues;

(g) any event occurring, or information becoming known which, in the judgment of the Representative, makes untrue in any material respect any statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(h) there shall have occurred any materially adverse change in the affairs or financial condition of the Issuer or of the Pledge Revenues;

(i) Between the date hereof and the Closing, the Issuer has, without the prior written consent of the Underwriter, offered or issued any bonds, notes or other obligations for borrowed money, or incurred any material liabilities, direct or contingent, other than as described in the Official Statement, in either case payable from the Pledged Revenues;

(j) the United States shall have become engaged in hostilities which have resulted in a declaration of war or a national emergency or there shall have occurred any other outbreak or escalation of hostilities;

(k) there shall have occurred any national or international calamity or crisis in the financial markets or otherwise of the United States or elsewhere;

(l) any fact or event shall exist or have existed that, in the Representative's judgment, requires or has required an amendment of or supplement to the Official Statement;

(m) there shall have occurred or any notice shall have been given of any intended review, downgrading, suspension, withdrawal, or negative change in credit watch status by any national rating service to any of the Issuer's obligations; and

(n) the purchase of and payment for the Bonds by the Underwriters, or the resale of the Bonds by the Underwriters, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission.

9. *Expenses.*

(a) The Underwriters shall be under no obligation to pay, and the Issuer shall pay all expenses incident to the performance of the Issuer's obligations hereunder, including, but not limited to (i) the cost of preparation and printing of the Bonds, Preliminary Official Statement, Official Statement and any amendment or supplement thereto, (ii) the fees and disbursements of Bond Counsel, Issuer Counsel, Disclosure Counsel and Special Tax Counsel, if any; (iii) the fees and disbursements of the Financial Advisor to the Issuer, if any; (iv) the fees and disbursements of any Trustee, Paying Agent or engineers, accountants, and other experts, consultants or advisers retained by the Issuer, if any; and (v) all fees and expenses in connection with obtaining bond ratings. The Issuer shall also pay for any expenses (included in the expense component of the Underwriter's discount) incurred by the Underwriters which are incidental to implementing this Bond Purchase Agreement and the issuance of the Bonds, including, but not limited to, meals, transportation and lodging, if any, and any other miscellaneous closing costs. In the event that either party shall have paid obligations of the other as set forth in this Section 8, adjustment shall be made at the time of the Closing.

(b) The Issuer acknowledges that it has had an opportunity, in consultation with such advisors as it may deem appropriate, if any, to evaluate and consider the fees and expenses being incurred as part of the issuance of the Bonds.

(c) Except as provided for above, the Underwriters shall pay (i) the cost of preparation and printing of this Agreement, the Blue Sky Survey and Legal Investment Memorandum; (ii) all advertising expenses in connection with the public offering of the Bonds; and (iii) all other expenses incurred by them in connection with the public offering of the Bonds, including the fees and disbursements of counsel retained by the Underwriters.

(d) If this Agreement shall be terminated by the Underwriters because of any failure or refusal on the part of the Issuer to comply with the terms or to fulfill any of the conditions of this Agreement, or if for any reason the Issuer shall be unable to perform its obligations under this Agreement, the Issuer will reimburse the Underwriters for all out-of-pocket expenses (including the fees and disbursements of counsel to the Underwriters) reasonably incurred by the Underwriters in connection with this Agreement or the offering contemplated hereunder.

10. *Notices*. Any notice or other communication to be given to the Issuer under this Agreement may be given by delivering the same in writing at 221 Palafox Place, Suite 420, Pensacola, Florida, Attention: County Adminsitrator, and any notice or other communication to be given to the Underwriters under this Agreement may be given by delivering the same in writing to RBC CM, 100 2nd Avenue South, Suite 800, St. Peterburg, FL 32701, Attention: Julie Santamaria.

11. *Parties in Interest*. This Agreement as heretofore specified shall constitute the entire agreement between us and is made solely for the benefit of the Issuer and the Underwriters (including successors or assigns of the Underwriters) and no other person shall acquire or have any right hereunder or by virtue hereof. This Agreement may not be assigned by the Issuer. All of the Issuer's representations, warranties and agreements contained in this Agreement shall remain operative and in full force and effect, regardless of (i) any investigations made by or on behalf of any of the Underwriters; (ii) delivery of and payment for the Bonds pursuant to this Agreement; and (iii) any termination of this Agreement.

12. *Effectiveness*. This Agreement shall become effective upon the acceptance hereof by the Issuer and shall be valid and enforceable at the time of such acceptance.

13. *Choice of Law*. This Agreement shall be governed by and construed in accordance with the law of the State.

14. *Severability*. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provisions of any Constitution, statute, rule of public policy, or any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

15. *Business Day*. For purposes of this Agreement, "business day" means any day on which the New York Stock Exchange is open for trading.

16. *Section Headings*. Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provisions of this Agreement.

17. *Counterparts*. This Agreement may be executed in several counterparts each of which shall be regarded as an original (with the same effect as if the signatures thereto and hereto were upon the same document) and all of which shall constitute one and the same document.

If you agree with the foregoing, please sign the enclosed counterpart of this Agreement and return it to the Underwriters. This Agreement shall become a binding agreement between you and the Underwriters when at least the counterpart of this letter shall have been signed by or on behalf of each of the parties hereto.

[SIGNATURE PAGE TO BOND PURCHASE AGREEMENT FOR THE PURCHASE OF THE ESCAMBIA COUNTY, FLORIDA CAPITAL IMPROVEMENT REFUNDING REVENUE BONDS, SERIES 2018 BETWEEN ESCAMBIA COUNTY, FLORIDA AND RBC CAPITAL MARKETS, LLC, AS REPRESENTATIVE OF THE UNDERWRITERS.]

Respectfully submitted,

RBC CAPITAL MARKETS, LLC

By _____

Name Julie Santamaria

Title Director

Date _____, 2018

[SIGNATURE PAGE TO BOND PURCHASE AGREEMENT FOR THE PURCHASE OF THE ESCAMBIA COUNTY, FLORIDA CAPITAL IMPROVEMENT REFUNDING REVENUE BONDS, SERIES 2018 BETWEEN ESCAMBIA COUNTY, FLORIDA AND RBC CAPITAL MARKETS, LLC, AS REPRESENTATIVE OF THE UNDERWRITERS.]

ACCEPTANCE

ACCEPTED at _____ [a.m./p.m.] Central Time this _____ day of _____, 2018

ESCAMBIA COUNTY, FLORIDA

By _____

Name Jeff Bergosh

Title Chairman, Board of County Commissioners

SCHEDULE I

UNDERWRITERS

Raymond James

Wells Fargo Bank, N.A.

Schedule II

MATURITIES, AMOUNTS, INTEREST RATES, YIELDS AND PRICES

$_____
ESCAMBIA COUNTY, FLORIDA
Capital Improvement Refunding Revenue Bonds, Series 2018
Dated _____, 2018

$42,300,000 Serial Bonds

Maturity (October 1)	Amount	Interest Rate	Yield	Price
2019				
2020				
2021				
2022				
2023				
2024				
2025				
2026				
2027				
2028				
2029				
2030				
2031				

$_____ _.__% Term Bonds due October 1, 20__, Yield _.___%, Price ___.___*

[*Price and Yield calculated to First Optional Call Date]

Optional Redemption

The Bonds maturing on or before October 1, 20__ are not subject to optional redemption prior to maturity. The Bonds maturing on and after October 1, 20__ are subject to redemption at the option of the Issuer from any legally available revenues in whole or in part, at any time, on or after October 1, 20__ in such order of maturities as may be determined by the Issuer (less than all of a single maturity to be selected by lot) at a redemption price of 100.00% of the principal amount to be redeemed, plus accrued interest to the date set for redemption.

Mandatory Redemption

The Term Bonds maturing on October 1, 20__ shall be subject to mandatory redemption in the following years and amounts:

Year	Amount

*Maturity

Schedule III
DISCLOSURE STATEMENT AND TRUTH-IN-BONDING STATEMENT

_____, 2018

Board of County Commissioners
Escambia County, Florida
221 Palafox Place, Suite 320
Pensacola, Florida 32502

Re: $_____ Escambia County, Florida Capital Improvement Refunding Revenue Bonds, Series 2018

Dear Commissioners:

In connection with the proposed issuance by Escambia County, Florida (the "Issuer") of the referenced bonds (the "Bonds"), RBC Capital Markets, LLC and the other underwriters listed below (the "Underwriters") are underwriting a public offering of the Bonds.

The purpose of the following six paragraphs of this letter is to furnish, pursuant to the provisions of Section 218.385(6), Florida Statutes, as amended, certain information in respect of the arrangements contemplated for the purchase and sale of the Bonds, as follows:

- The nature and estimated amount of expenses to be incurred by the Underwriters in connection with the purchase and re-offering of the Bonds are set forth in Attachment 1 attached hereto.

- There are no "finders," as defined in Section 218.386, Florida Statutes, as amended, connected with the sale and purchase of the Bonds.

- The underwriting spread, the difference between the price at which the Bonds will be initially offered to the public by the Underwriter and the price to be paid to the Issuer for the Bonds will be $_._____ per $1,000 of Bonds issued.

- As part of the estimated underwriting spread set forth in paragraph (c) above, the Underwriters will charge a management fee of $____ per $1,000 of Bonds issued.

- No other fee, bonus or other compensation is estimated to be paid by the Underwriter in connection with the issuance of the Bonds to any person not regularly employed or retained by the Underwriter (including any "finder" as defined in Section 218.386(1)(a),

- The name and address of the Underwriters are:

  RBC Capital Markets, LLC
  100 2nd Avenue South, Suite 800
  St. Petersburg, Florida 33701

Raymond James
880 Carillon Parkway
St. Petersburg, Florida 33716

Wells Fargo Bank, N.A.
28059 US Highway 19 North, Suite 205
Clearwater, Florida 33761

The purpose of the following two paragraphs is to furnish, pursuant to the provisions of Sections 218.385(2) and (3), Florida Statutes, as amended, the truth-in-bonding statement required thereby, as follows:

(a) The Issuer is proposing to issue $_____ of the Bonds for the principal purposes of (1) financing the costs of the acquisition and construction of improvements to County facilities, including a new County jail, and (2) paying certain expenses related to the issuance and sale of the Bonds. This obligation is expected to be repaid over a period of approximately ____ years. At a true interest cost of approximately _____%, total interest paid over the life of the Bonds will be $_____.

The source of repayment or security of the Bonds is the Pledged Funds, which Pledged Funds consist of amounts budgeted and appropriated by the Issuer from its Non-Ad Valorem Revenues, and moneys on deposit in various funds and accounts, as such terms are defined in the Bond Resolution. Authorizing this debt will result in an average of $_____ (average annual debt service) of such Pledged Revenues not being available to finance other services of the Issuer each year for approximately ____ years.

The foregoing is provided for information purposes only and shall not affect or control the actual terms and conditions of the Bonds.

Very truly yours,

RBC CAPITAL MARKETS, LLC, as representative of the Underwriters

_____
Title: Director

ATTACHMENT 1

Underwriter's Estimated Expenses

	$/1000	Amount
Underwriter's Counsel		
Bookrunning		
Day Loan		
DTC		
CUSIP		
Miscellaneous		
Total:		

EXHIBIT B

FORM OF PRELIMINARY OFFICIAL STATEMENT

[FOLLOWS]

PRELIMINARY OFFICIAL STATEMENT DATED NOVEMBER ___, 2018

NEW ISSUE-BOOK-ENTRY ONLY

RATINGS: Moody's: "_____"
S&P: "_____"
See "RATINGS" herein

In the opinion of Bond Counsel, assuming compliance by the County with certain covenants, under existing statutes, regulations and judicial decisions, the interest on the Bonds will be excluded from gross income for federal income tax purposes of the holders thereof and will not be an item of tax preference for purposes of the federal alternative minimum tax. However, interest on the Bonds will be taken into account in determining adjusted current earnings for purposes of computing the alternative minimum tax on corporations for taxable years that began prior to January 1, 2018. The alternative minimum tax on corporations was repealed for taxable years beginning on and after January 1, 2018. See "TAX MATTERS" herein for a description of other tax consequences to the holders of the Bonds.

[Insert Logo]

$_____*
ESCAMBIA COUNTY, FLORIDA
CAPITAL IMPROVEMENT REFUNDING REVENUE BONDS
SERIES 2018

Dated: Date of Delivery

Due: October 1, as shown on the inside cover

The Escambia County, Florida Capital Improvement Refunding Revenue Bonds, Series 2018 (the "Bonds") are being issued as fully registered bonds and will be initially issued to and registered only in the name of Cede & Co., as nominee for The Depository Trust Company ("DTC"), New York, New York, which will act as securities depository for the Bonds. The Bonds will be available to purchasers in principal denominations of $5,000 and integral multiples thereof under the book-entry system maintained by DTC through brokers and dealers who are, or act through, DTC Participants (as described herein). Purchasers will not receive physical delivery of the Bonds. Beneficial Owners (as described herein) of Bonds must maintain an account with a broker or dealer who is, or acts through, a DTC Participant in order to receive payment of the principal of and interest on such Bonds. See "BOOK-ENTRY ONLY SYSTEM" herein. U.S. Bank National Association, Jacksonville, Florida will serve as the initial Paying Agent and Registrar for the Bonds.

Interest on the Bonds is payable commencing on April 1, 2019 and on each April 1 and October 1 thereafter until maturity. The Bonds are subject to redemption prior to maturity as described herein.

The Bonds are being issued by Escambia County, Florida (the "County") for the purpose of providing funds, together with other available moneys, to (i) refund on a current basis the County's Capital Improvement Refunding Revenue Bond, Series 2011, Capital Improvement Revenue Note, Series 2013, and Sales Tax Refunding Revenue Bond, Series 2011 and (ii) pay costs of issuance of the Bonds. See "PLAN OF REFUNDING" herein.

The principal of and interest on the Bonds are payable from and secured by a pledge of and a lien on the Pledged Funds, consisting primarily of Non-Ad Valorem Revenues budgeted and appropriated by the County on an annual basis and deposited into the Debt Service Fund established pursuant to the Resolution (as such capitalized terms are defined herein).

The Bonds are special obligations of the County and are payable solely in the manner and to the extent set forth in the Resolution. The Bonds are not general obligations of the County within the meaning of the Constitution of the State of Florida, but are payable solely from and secured solely by a lien upon and a pledge of the Pledged Funds in the manner and to the extent provided in the Resolution. No Bondholder will ever have the right to compel the exercise of the ad valorem taxing power of the County or taxation in any form on any real or personal property to pay the Bonds or the interest thereon, nor will any Bondholder be entitled to payment of principal of or interest on the Bonds from any other funds of the County other than as provided in the Resolution.

This cover page contains information for quick reference only. It is not a summary of the issue. Investors must read this entire official statement to obtain information essential to the making of an informed investment decision.

The Bonds are offered when, as and if issued by the County, subject to approval of certain legal matters by Bryant Miller Olive P.A., Bond Counsel. Nabors, Giblin & Nickerson, P.A. is disclosure counsel to the County with respect to the Bonds. Certain legal matters will be passed upon for the County by its County Attorney, Alison Rogers, Esquire, Pensacola, Florida. Public Resources Advisory Group, Inc. is serving as Financial Advisor to the County with respect to the Bonds. The Bonds are expected to be delivered through the facilities of DTC in New York, New York on or about November ___, 2018.

RBC CAPITAL MARKETS

RAYMOND JAMES **WELLS FARGO SECURITIES**

The date of this Official Statement is November ___, 2018.

*Preliminary, subject to change.

MATURITIES, AMOUNTS, INTEREST RATES, PRICES AND INITIAL CUSIPS NUMBERS†

Serial Bonds

Maturity (October 1)	Amount	Interest Rate	Price	Initial CUSIP No.†

Term Bonds

$_____ ___% Term Bonds due October 1, ___; Price ___; Initial CUSIP No. _____†

† The County does not assume responsibility for the use of CUSIP numbers, nor is any representation made as to their correctness. The CUSIP numbers are included solely for the convenience of the readers of this Official Statement.

* Priced to the October 1, _____ optional par call.

ESCAMBIA COUNTY, FLORIDA
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

THE BOARD OF COUNTY COMMISSIONERS

Jeffrey W. Bergosh, Chairman
Lumon J. May, Vice Chairman
Steven L. Barry, Commissioner
Grover C. Robinson IV, Commissioner
Douglas B. Underhill, Commissioner

CLERK OF THE CIRCUIT COURT

Pam Childers

ACTING COUNTY ADMINISTRATOR

Amy Lovoy

BUDGET MANAGER

Stephan D. Hall

COUNTY ATTORNEY

Alison Rogers, Esq.

FINANCIAL ADVISOR

Public Resources Advisory Group, Inc.
St. Petersburg, Florida

BOND COUNSEL

Bryant Miller Olive P.A.
Miami, Florida

DISCLOSURE COUNSEL

Nabors, Giblin & Nickerson, P.A.
Tampa, Florida

No dealer, broker, salesman or other person has been authorized by the County to give any information or to make any representation with respect to the Bonds other than those contained in this Official Statement, and if given or made, such information or representations must not be relied upon as having been authorized by any of the foregoing. This Official Statement does not constitute an offer to sell nor the solicitation of an offer to buy, nor will there be any sale of the Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale.

THE INFORMATION SET FORTH HEREIN HAS BEEN OBTAINED FROM THE COUNTY AND OTHER SOURCES WHICH ARE BELIEVED TO BE RELIABLE, AND WHILE NOT GUARANTEED AS TO COMPLETENESS OR ACCURACY, IS BELIEVED TO BE CORRECT. THE UNDERWRITERS HAVE REVIEWED THE INFORMATION IN THIS OFFICIAL STATEMENT IN ACCORDANCE WITH AND AS A PART OF THEIR RESPONSIBILITIES TO INVESTORS UNDER FEDERAL SECURITIES LAWS AS APPLIED TO THE FACTS AND CIRCUMSTANCES OF THIS TRANSACTION, BUT THE UNDERWRITERS DO NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. THE INFORMATION AND EXPRESSIONS OF OPINION STATED HEREIN ARE SUBJECT TO CHANGE WITHOUT NOTICE. THE DELIVERY OF THIS OFFICIAL STATEMENT WILL NOT, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE COUNTY SINCE THE DATE HEREOF.

THIS OFFICIAL STATEMENT CONTAINS CERTAIN PROJECTIONS AND ESTIMATES, AS WELL AS ASSUMPTIONS MADE BY THE COUNTY BASED UPON INFORMATION CURRENTLY AVAILABLE TO THE COUNTY. WHEN USED IN THIS OFFICIAL STATEMENT, THE WORDS "ANTICIPATE," "ESTIMATE," "EXPECT" AND SIMILAR EXPRESSIONS ARE INTENDED TO IDENTIFY PROJECTIONS AND ESTIMATES. SUCH STATEMENTS ARE SUBJECT TO CERTAIN RISKS, UNCERTAINTIES AND ASSUMPTIONS. SHOULD ONE OR MORE OF THESE RISKS OR UNCERTAINTIES MATERIALIZE, OR SHOULD UNDERLYING ASSUMPTIONS PROVE INCORRECT, ACTUAL RESULTS MAY VARY MATERIALLY FROM THOSE ANTICIPATED, ESTIMATED OR EXPECTED. THE ASSUMPTIONS AND EXPECTATIONS CONCERNING THE RECEIPT IN FUTURE YEARS OF THE SALES TAX REVENUES THAT SECURE THE BONDS ARE SUBJECT TO VARIOUS UNCERTAINTIES THAT MAY ADVERSELY AFFECT THE AMOUNT OF PLEDGED FUNDS COLLECTED BY THE COUNTY.

THE BONDS HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR HAS THE RESOLUTION BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, AS AMENDED, IN RELIANCE UPON EXEMPTIONS CONTAINED IN SUCH ACTS. THE REGISTRATION OR QUALIFICATION OF THE BONDS IN ACCORDANCE WITH APPLICABLE PROVISIONS OF THE SECURITIES LAWS OF THE STATES, IF ANY, IN WHICH THE BONDS HAVE BEEN REGISTERED OR QUALIFIED AND THE EXEMPTION FROM REGISTRATION OR QUALIFICATION IN CERTAIN OTHER STATES CANNOT BEREGARDED AS A RECOMMENDATION THEREOF.

NEITHER THESE STATES NOR ANY OF THEIR AGENCIES HAVE PASSED UPON THE MERITS OF THE BONDS OR THE ACCURACY OR COMPLETENESS OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

This Preliminary Official Statement is in a form deemed final by the County for purposes of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended, except for certain information permitted to be omitted pursuant to Rule 15c2-12(b)(1).

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OFFICIAL STATEMENT
relating to

$_____*
ESCAMBIA COUNTY, FLORIDA
CAPITAL IMPROVEMENT REFUNDING REVENUE BONDS
SERIES 2018

INTRODUCTION

The purpose of this Official Statement is to set forth certain information relating to Escambia County, Florida (the "County") and the issuance by the County of $_____* principal amount of its Capital Improvement Refunding Revenue Bonds, Series 2018 (the "Bonds"). The Bonds are being issued pursuant to the Constitution of the State of Florida, Chapters 125 and 166, Florida Statutes, and other applicable provisions of law (collectively, the "Act"), and pursuant to the Resolution No. R2018-____ adopted by the Board of County Commissioners of the County (the "Board") on November 1, 2018 (the "Resolution").

The Bonds are being issued by the County for the purpose of providing funds, together with other available moneys, to (i) refund on a current basis the County's Capital Improvement Refunding Revenue Bond, Series 2011, Capital Improvement Revenue Note, Series 2013, and Sales Tax Refunding Revenue Bond, Series 2011 and (ii) pay costs of issuance of the Bonds. See "PLAN OF REFUNDING" herein.

The principal of and interest on the Bonds are payable from and secured solely by a pledge of and a lien on the Pledged Funds (as described herein), consisting primarily of Non-Ad Valorem Revenues budgeted and appropriated by the County on an annual basis and deposited into the Debt Service Fund (as such terms are defined in the Resolution) established pursuant to the Resolution.

The Bonds are special obligations of the County and are payable solely in the manner and to the extent set forth in the Resolution. The Bonds are <u>not</u> general obligations of the County within the meaning of the Constitution of the State of Florida, but are payable solely from and secured solely by a lien upon and a pledge of the Pledged Funds in the manner and to the extent provided in the Resolution. No Bondholder will ever have the right to compel the exercise of the ad valorem taxing power of the County or taxation in any form on any real or personal property to pay the Bonds or the interest thereon, nor will any Bondholder be entitled to payment of principal of or interest on the Bonds from any other funds of the County other than as provided in the Resolution. See "ENFORCEABILITY OF REMEDIES," herein.

*Preliminary, subject to change.

Capitalized terms not otherwise defined in this Official Statement have the same meanings assigned to such terms in the Resolution. See "Appendix A – THE RESOLUTION" attached hereto. This Official Statement also includes summaries of the Bonds, the Resolution, information about the County and certain reports and other financial and statistical data. The summaries and references to all documents, statutes, reports and other instruments referred to herein do not purport to be complete, comprehensive or definitive, and each summary and reference is qualified in its entirety by reference to each such document, statute, report or instrument.

This Official Statement speaks only as of its date, and the information contained herein is subject to change.

DESCRIPTION OF THE BONDS

General Description

The Bonds will be issued as fully registered bonds, initially registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"), New York, New York ("DTC"). DTC will act as securities depository for the Bonds. Individual purchases of the Bonds will be made in book-entry form only, and purchasers will not receive physical delivery of the Bonds or any certificate representing their beneficial ownership interest in the Bonds. See "BOOK-ENTRY ONLY SYSTEM" herein.

The Bonds are available to purchasers in principal denominations of $5,000 or any integral multiple thereof. The Bonds will be dated as of the date of their initial issuance and will bear interest from that date at the rates (calculated based upon a year of 360 days consisting of twelve thirty-day months) and will mature on the dates and in the amounts set forth on the inside cover page of this Official Statement. Interest on the Bonds will be payable in arrears on April 1 and October 1 of each year, commencing on April 1, 2019. U.S. Bank National Association, Jacksonville, Florida will act as Paying Agent and Registrar for the Bonds.

Redemption Provisions

Optional Redemption. The Bonds maturing on or before October 1, _____ will not be subject to optional redemption prior to maturity. The Bonds maturing on or after October 1, _____ are subject to redemption prior to maturity at the option of the County, in whole or in part, at any time on or after October 1, _____, and if in part, in any order of maturity selected by the County, at its discretion, at a redemption price equal to 100% of the principal amount to be redeemed, plus accrued interest to the date of redemption, and without premium.

Notice of Redemption of the Bonds. Notice of redemption of the Bonds to be called for redemption is required to be mailed, postage prepaid, by the Registrar not less than thirty (30) days before the date fixed for redemption to the registered owners of the Bonds or portions of

Bonds which are to be redeemed, at their addresses as they appear on the registration books kept by the Registrar fifteen (15) days prior to the date such notice is mailed.

Such notice of redemption shall set forth (i) the date fixed for redemption, (ii) the redemption price to be paid, (iii) that such Bonds will be redeemed at the designated corporate trust office of the Paying Agent, and the name, address and telephone number of a contact person, (iv) if less than all of the Bonds shall be called for redemption, the distinctive numbers and letters, if any, of such Bonds to be redeemed, and (v) in the case of Bonds to be redeemed in part only, the portion of the principal amount thereof to be redeemed. Failure of the registered owner of the Bonds which are to be redeemed to receive any such notice shall not affect the validity of the proceedings for the redemption of Bonds for which proper notice has been given. Interest shall cease to accrue on any of the Bonds duly called for prior redemption if payment of the redemption price has been duly made or provided for.

The Registrar also shall mail (by certified mail, return receipt requested) a copy of such notice for receipt not less than the second Business Day prior to the date the notice of redemption is mailed to the registered Holders of the Bonds to DTC (as defined below) or such other securities depository designated by the County; provided, however, that such mailing shall not be a condition precedent to such redemption and failure to mail any such notice shall not affect the validity of any proceedings for the redemption of the Bonds. The Registrar shall also provide notice, at the same time notice of redemption is given to the Bondholders, to the MSRB through EMMA.

A second notice of redemption shall be given sixty (60) days after the redemption date in the manner required above to the registered owners of redeemed Bonds which have not been presented for payment within thirty (30) days after the redemption date.

BOOK-ENTRY ONLY SYSTEM

The Depository Trust Company ("DTC"), New York, New York, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond certificate will be issued for each maturity of each Series of the Bonds and each interest rate, if different within the same maturity of such Series of Bonds as set forth on the inside cover of this Official Statement, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity, corporate and municipal debt issues, and money market instruments from over 100 countries that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade

settlement among Direct Participants of sales and other securities transactions in deposited securities through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of the Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults and proposed amendments to the Bond documents. For example, Beneficial Owners of

Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed (subject to certain operational arrangements for pro rata pass-through distribution).

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the County as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal and interest payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts, upon DTC's receipt of funds and corresponding detail information from the County on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with Bonds held for the accounts of customers in bearer form or registered in "street name", and will be the responsibility of such Participant and not of DTC, the Registrar, Paying Agent or the County, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the County and/or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

The information under this caption concerning DTC and DTC's book-entry system has been obtained from sources that the County believes to be reliable, but the County takes no responsibility for the accuracy thereof.

DTC may discontinue providing its services as securities depository with respect to the Bonds at any time by giving reasonable notice to the County or Paying Agent. Under such circumstances, in the event that a successor securities depository is not obtained, Bond certificates are required to be printed and delivered.

The County may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, bond certificates will be printed and delivered.

NEITHER THE COUNTY NOR THE REGISTRAR OR PAYING AGENT WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO ANY DTC PARTICIPANT OR THE PERSONS FOR WHOM THEY ACT AS NOMINEES WITH RESPECT TO THE BONDS IN RESPECT OF THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT, THE PAYMENT BY DTC OR ANY DTC PARTICIPANT OF ANY AMOUNT IN RESPECT OF THE PRINCIPAL OF OR INTEREST ON THE BONDS, ANY NOTICE WHICH IS PERMITTED OR REQUIRED TO BE GIVEN TO HOLDERS OF BONDS UNDER THE RESOLUTION, THE SELECTION BY DTC OR ANY DTC PARTICIPANT OR ANY PERSON TO RECEIVE PAYMENT IN THE EVENT OF A PARTIAL REDEMPTION OF THE BONDS, OR ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS BONDHOLDER.SO LONG AS CEDE & CO. IS THE REGISTERED OWNER OF THE BONDS, AS NOMINEE OF DTC, REFERENCES IN THIS OFFICIAL STATEMENT TO THE HOLDERS OF BONDS OR REGISTERED OWNERS OF THE BONDS SHALL MEAN CEDE & CO., AND SHALL NOT MEAN THE BENEFICIAL OWNERS OF THE BONDS.

PLAN OF REFUNDING

The Bonds are being issued by the County for the purpose of providing funds, together with other available moneys, to refund on a current basis the County's Capital Improvement Refunding Revenue Bond, Series 2011, Capital Improvement Revenue Note, Series 2013, and Sales Tax Refunding Revenue Bond, Series 2011 in the aggregate principal amount of [$46,554,000] (collectively, the "Refunded Bonds"). Such Refunded Bonds will be retired in full on the date of issuance of the Bonds. Proceeds of the Bonds will also be used to pay the cost of issuance of the Bonds.

ESTIMATED SOURCES AND USES OF FUNDS

The table below sets forth the expected sources and uses of proceeds of the Bonds.

Sources of Funds:	
Par Amount of Bonds	$
Plus [Net] Original Issue [Premium] [Discount]	
Additional Moneys[(1)]	
Total Sources of Funds	$
Uses of Funds:	
Retirement of Refunded Bonds	$
Costs of Issuance (including underwriting discount)[(2)]	
Total Uses of Funds	$

(1) Includes available moneys of the County budgeted for the payment of debt service on the Refunded Bonds.

(2) Includes legal fees, financial advisor fees, printing costs and other costs of issuance.

SECURITY FOR THE BONDS

Limited Obligations

The Bonds are special obligations of the County and are payable solely in the manner and to the extent set forth in the Resolution. The Bonds are not general obligations of the County within the meaning of the Constitution of the State of Florida, but are payable solely from and secured solely by a lien upon and a pledge of the Pledged Funds in the manner and to the extent provided in the Resolution. No Bondholder will ever have the right to compel the exercise of the ad valorem taxing power of the County or taxation in any form on any real or personal property to pay the Bonds or the interest thereon, nor will any Bondholder be entitled to payment of principal or interest on the Bonds from any other funds of the County other than as provided in the Resolution.

The Pledged Funds

The Bonds are special obligations of the County payable solely from and secured solely by the Pledged Funds. "Pledged Funds" are defined in the Resolution to mean (i) Non-Ad Valorem Revenues budgeted, appropriated and deposited in the Debt Service Fund created and established under the Resolution, (ii) investment income received from the investment of moneys in the Debt Service Fund and accounts established in the Resolution, and (iii) any other moneys deposited in the Debt Service Fund in connection with the repayment of the Bonds.

The term "Non-Ad Valorem Revenues" means all revenues of the County derived from any source whatever other than ad valorem taxation on real and personal property, which are legally available for payment of debt service by the County excluding revenues derived from the revenues of a utility system or any other enterprise fund of the County, except to the extent that revenues derived from such sources have been deposited into the County's Governmental Funds, including, without limitation, the General Fund and such other funds and accounts that are non-enterprise funds and accounts. "Governmental Funds" and "General Fund" shall be as specified in the County's audited financial statements; provided, however, that for the purposes of the anti-dilution test set forth in the Resolution and described herein relating to the issuance of additional debt payable from Non-Ad Valorem Revenues, "Non-Ad Valorem Revenues" means all legally available revenues of the County derived from any source whatever, other than ad valorem taxation on real and personal property, which are legally available for payment by the County of outstanding other Non-Ad Valorem debt service. See "-Additional Debt Payable From Non-Ad Valorem Revenues" below.

Covenant to Budget and Appropriate

The County has covenanted in the Resolution that, until the Bonds are no longer Outstanding pursuant to the provisions of the Resolution, it will appropriate in its annual budget in each Fiscal Year, by amendment if necessary, Non-Ad Valorem Revenues in amounts

sufficient to pay the principal of, redemption premium, if any, and interest on the Bonds, as the same become due (whether by redemption, at maturity or otherwise). Notwithstanding the foregoing covenant, the County has not covenanted to maintain any services or programs, now provided or maintained by the County, which generate Non-Ad Valorem Revenues.

The covenant to budget and appropriate Non-Ad Valorem Revenues is not a pledge by the County of such Non-Ad Valorem Revenues and is subject in all respects to the repayment of obligations secured by a pledge of such Non-Ad Valorem Revenues heretofore or hereafter entered into, including the payment of debt service on bonds or other obligations. Such covenant to budget and appropriate is subject to the provisions of §129.07, Florida Statutes, which make it unlawful for the County to expend moneys not appropriated and in excess of the County's current budgeted revenues. Such covenant does not require the County to levy and collect any particular source of Non-Ad Valorem Revenues nor to maintain or increase any regulatory fees or user charges with respect to any particular source of Non-Ad Valorem Revenues. Such covenant does not give the Bondholders a prior claim on such Non-Ad Valorem Revenues as opposed to claims of general creditors of the County until such time as a deposit of such Non-Ad Valorem Revenues is made into the Principal and Interest Account and Bond Redemption Account of the Debt Service Fund or other fund under the Resolution for the purposes of Article III of the Resolution.

To the extent that the County is in compliance with the covenant contained above and the covenants described below under the caption "Additional Debt Payable From Non-Ad Valorem Revenues", the Resolution and the obligations of the County contained in the Resolution shall not be construed as a limitation on the ability of the County to pledge or covenant to pledge its Non-Ad Valorem Revenues for other legally permissible purposes.

Upon deposit of Non-Ad Valorem Revenues appropriated in each Fiscal Year into the Principal and Interest Account and Bond Redemption Account of the Debt Service Fund, such Non-Ad Valorem Revenues shall become Pledged Funds, and the Holders of the Bonds shall have a first lien on such Pledged Funds until the principal of and interest on the Bonds shall be paid or deemed paid within the meaning of the Resolution.

Subject to the limitation upon the incurrence by the County of additional debt payable from Non-Ad Valorem Revenues, the County could legally create a pledge of any one or more sources of Non-Ad Valorem Revenues to secure indebtedness other than the Bonds, and in this event such other debt would be entitled to be paid from such revenues prior to the Bonds in the event of a shortfall of available revenues of the County.

Anti-Dilution Covenant

The County agrees that it will not issue Debt unless after the issuance of such Debt, the Non-Ad Valorem Revenues received in the immediately preceding Fiscal Year less the Allocable Portion of Costs Essential Services for such Fiscal Year are at least 1.20 times the Maximum Annual Debt Service requirement on all Debt of the County in any part by a lien upon or a covenant to budget and appropriate from Non-Ad Valorem Revenues (including the Debt proposed to be issued).

The term "Allocable Portion of Costs Essential Services" means, for calculating the same for purposes of Section 5.01 of the Resolution, for a Fiscal Year, an amount equal to a percentage of the Cost of Essential Services, with such percentage calculated by dividing the amount of Non-Ad Valorem Revenues for such Fiscal Year by the amount of Total Government Funds Revenues for such Fiscal Year.

The term "Debt" means as of any date and without duplication, all of the following to the extent that they are payable in whole or in part from any Non-Ad Valorem Revenues: (i) all obligations of the County for borrowed money or evidenced by bonds, debentures, notes, or other similar instruments; (ii) all obligations of the County to pay the deferred purchase price of property or services, except trade accounts payable under normal trade terms and which arise in the ordinary course of business; (iii) all obligations of the County as lessee under capitalized leases; and (iv) all indebtedness of other persons (including, Governmental Funds and Enterprise Fund Debt) to the extent guaranteed by, or secured by (including through a covenant to budget and appropriate) Non-Ad Valorem Revenues of, the County.

The term "Maximum Annual Debt Service" shall mean, as of any particular date of calculation, the maximum Annual Debt Service to come due during any Bond Year of the County on the Outstanding Bonds.

Existing Indebtedness Payable From Non-Ad Valorem Revenues

The County has pledged its half-cent sales tax receipts (see "DESCRIPTION OF CERTAIN NON AD-VALOREM REVENUES – Local Government Half-Cent Sales Tax", below) to secure the County's Sales Tax Refunding Revenue Note, Series 2012 and Sales Tax Revenue Bonds, Series 2017. The County has also previously issued its Capital Improvement Revenue Note, Series 2014, secured by a covenant to budget all appropriate Non Ad-Valorem Revenues on the same basis as the Bonds. See "DEBT SERVICE REQUIREMENTS" below.

No Funding of Debt Service Reserve Fund

No debt service reserve fund will be funded or maintained for the Bonds.

DESCRIPTION OF CERTAIN NON-AD VALOREM REVENUES

The following is a brief description of certain of the County's Non-Ad Valorem Revenues. No representation is made by the County that any of the specific revenues described will be available in future years, or if available, will be budgeted and appropriated to pay Debt Service on the Bonds. The amounts and availability of Non-Ad Valorem Revenues are subject to change, including by reduction or elimination by change of state law or changes in the facts or circumstances according to which certain Non-Ad Valorem Revenues are allocated. In addition, the amount of certain Non-Ad Valorem Revenues collected by or distributed to the County may be directly related to the general economy of the County. Accordingly, adverse economic

conditions have a material adverse effect on the amount of Non-Ad Valorem Revenues generally collected or received.

Additionally, some sources of Non-Ad Valorem Revenues are limited to specific uses.

Local Government Half-cent Sales Tax

Pursuant to Section 218.61, Florida Statutes, each county or municipality eligible for revenue sharing will receive a portion of the local government half-cent sales tax. The "Local Government Half-cent Sales Tax" is money remitted by a sales tax dealer located within a county and transferred into the Local Government Half-cent Sales Tax Clearing Trust Fund, which is earmarked for distribution to the governing body of that county and of each municipality within that county.

The proportion of the Local Government Half-cent Sales Tax to be received by the County and the municipalities within the County is determined by the following formulas:

$$\text{County's share of total Local Government Half cent Sales Tax earmarked within the County} = \frac{\text{unincorporated area population} + \frac{2}{3} \text{ of incorporated area population}}{\text{total county population} + \frac{2}{3} \text{ of incorporated area population}}$$

$$\text{Municipality's share of total Local Government Half-cent Sales Tax earmarked within the County} = \frac{\text{population of municipality}}{\text{total county population} + \frac{2}{3} \text{ of incorporated area population}}$$

In order to be eligible to receive the Local Government Half-cent Sales Tax, each year the County must certify to the Department of Revenue (the "Department") that the County has complied with certain requirements set forth in Section 218.23, Florida Statutes, as amended. The County has never failed to comply with such requirements. Proceeds of the Local Government Half-cent Sales Tax are permitted to be used to pay debt service incurred on debt for any capital project and may be used to pay for any county-wide project.

As described above, the County has previously pledged its receipts of the Local Government Half-Cent Sales Tax to secure its Sales Tax Refunding Revenue Note, Series 2012 and Sales Tax Revenue Bonds, Series 2017.

County Medicaid Contributions

Section 409.915, Florida Statutes, provides that in the event a county fails to pay its required annual contribution for the State Medicaid program, said county's distribution of sales tax proceeds shall be reduced by the State Department of Revenue. Section 409.915 requires all counties in the State to pay a portion of the State matching funds required the federal Medicaid

program. By March 15, 2015, and each year thereafter, the Social Services Estimating Conference of the State ("SSEC") is required to determine the percentage change in the State Medicaid expenditures. For each State Fiscal Year ended in June 30, the total amount of the Florida counties' annual contribution shall be the total contribution for the prior Fiscal Year adjusted by the percentage change in the State Medicaid expenditures as determined by the SSEC. By June 1 of each year, the FDOR must notify each county of its individual required annual contribution which is determined by a formula provided in Section 409.915.

The County's Fiscal Year 2019 required annual contribution for Medicaid is estimated to be approximately $5,204,505. The County has not failed to make a prior required Medicaid Contribution, or had its distribution of sales tax revenues reduced thereto. The County's annual contribution is due in equal monthly installments by the 5th day of each month. If the County fails to remit the payment by the 5th of the month, FDOR shall reduce the monthly distribution of Sales Tax Revenues to the County from the Trust Fund. The County does not anticipate that its receipt of Sales Tax Revenues will be affected by its obligation to make the annual contributions required by Section 409.915, Florida Statutes.

Local Communications Services Tax

In 2001, the State Legislature passed legislation that consolidated local telecommunication service taxes and cable franchise fees with similar state taxes and provided for state collection of these taxes and fees. Section 202.19, Florida Statutes, as amended, authorizes any county within the State of Florida (the "State") may levy, by ordinance, a discretionary local communications services tax on the sale of communications services (the "Local Communications Services Tax"). Communications services means the transmission, conveyance, or routing of voice, data, audio, video, or any other information or signals, including cable services, to a point, or between or among points, by or through any electronic, radio, satellite, cable, optical, microwave, or other medium or method now in existence or hereafter devised, regardless of protocol used for such transmission or conveyance. For noncharter counties, such as the County, this tax may not exceed 1.6% of the payments received by the providers of such communication services from purchasers. The maximum rate does not include permitted add-ons of up to 0.24%, nor does it supersede conversion or emergency rates authorized by Section 202.20, Florida Statutes, which are in excess of the maximum rate.

Section 202.125, Florida Statutes, exempts all purchases of communication services by the Federal Government and its agencies and instrumentalities, the State and any county, municipality or political subdivision of the State and any religious or educational organization exempt from federal income tax under Section 501(c)(3) of the Internal Revue Code.

The County currently levies a 1.84% Local Communications Services Tax, which rate was adopted under the emergency rate procedures to produce revenue consistent with levels produced prior to the state consolidation of telecommunication taxes and cable franchise fees. The Local Communications Services Tax must be collected by the provider from purchasers and remitted to the Department. The proceeds of the Local Communications Services Tax, less the Department's costs of administration, are transferred to the Local Communications Services Tax Clearing Trust Fund held by the Department and distributed to the County on a monthly basis.

Proceeds of the local communications service tax received by the County may be used for any public purpose.

Tourist Development Tax

Under Section 125.0104, Florida Statutes, the County has imposed a four percent (4%) tax on non-exempt persons who lease accommodations in hotels, motels, apartments and the like for a term of six (6) months or less. The use of the proceeds of the tourist development tax is limited by state law and local ordinances.

Currently, the County's tourist development tax revenues are allocated among several uses including promotion and advertising of county tourism (including cultural and arts entertainment, film and television marketing and development, and special projects); beach renourishment; construction, renovation, operation and maintenance of the County's convention center; and sports marketing and sports facility construction. Additionally, the County has allocated a portion of the tourist development tax revenues to the payment of debt service on its Tourist Development Refunding Revenue Note, Series 2012. Tourist development tax revenues may not be used to pay debt service on the Bonds.

Electric Franchise Tax

In 1994, the County adopted an ordinance which granted to Gulf Power Company ("Gulf Power") a 30-year nonexclusive franchise to construct, maintain and operate power facilities over public rights-of-way throughout the unincorporated areas of the County. The current franchise expires in 2024. The current franchise fee is an amount equal to 5% of the revenues collected by Gulf Power in such unincorporated areas with a maximum amount per month per customer of the following limits: $10.00 per month for each customer in the RS category, $75.00 per month per customer in the GSD/GSDT category, $300 per month per customer in the LP/LPT category and $3,000 per month per customer in the PX/PXT category. The franchise fee is added to each electricity customer's monthly bill and is remitted monthly by Gulf Power to the County.

State Revenue Sharing Funds

Pursuant to Part III of Chapter 218, Florida Statutes (the "Revenue Sharing Act"), the State shares certain state collected revenues with municipalities and counties. This includes certain taxes or fees that, prior to 1972, were levied and collected locally. Moneys in the Revenue Sharing Trust Fund for Counties are apportioned among eligible counties based on an apportionment factor composed of three equally weighted portions: (i) each eligible county's percentage of the total population of all eligible counties in the State; (ii) each eligible county's percentage of the total population of the State residing in unincorporated areas of all eligible counties; and (iii) each eligible county's percentage of total sales tax collections in all eligible counties during the preceding year. The apportionment factors are computed once each fiscal year by the Department for use during the fiscal year. The Department establishes a schedule of equal monthly distributions for any computation period.

Under the Revenue Sharing Act, each county is entitled to receive a "minimum entitlement" from the Revenue Sharing Trust Fund for Counties. The "minimum entitlement" is the amount of revenue, certified by each county and determined by the Department, that must be shared with such county so that the county will receive the amount of revenue necessary to meet its obligations as a result of pledges or assignments or trusts entered into which obligated funds received from revenue sources or proceeds that, since 1972 are collected by the State and deposited into the Revenue Sharing Trust Fund for Counties.

In order to be eligible to receive moneys apportioned from the Revenue Sharing Trust Fund for counties beyond the minimum entitlement, each year the County must certify to the Department that the County has complied with certain requirements set forth in Section 218.23, Florida Statutes, as amended. The County has never failed to comply with such requirements.

Additionally, if the eligibility requirements are met, each county is guaranteed under the Revenue Sharing Act to receive distributions in each fiscal year not less than the amount received in the aggregate from the state in fiscal year 1971-1972 under prior statutes from certain taxes, including cigarette tax, road tax and intangible personal property tax. The County's "guaranteed entitlement" is $728,024. Counties are additionally guaranteed a "second guaranteed entitlement" which is equal to the amount of revenue received in the aggregate by an eligible county in fiscal year 1981-1982 under the provisions of the then-existing statutory provisions relating to cigarette taxes and intangible personal property tax, less the guaranteed entitlement. The County's second guaranteed entitlement is $1,779,956.

The distribution to an eligible county is determined by first determining a county's entitlement on the basis of the apportionment factor applied to all trust fund receipts available for distribution. Second, the revenue to be shared via the formula is adjusted so that no county receives fewer funds than its guaranteed entitlement. Additional adjustments are made so that no county receives fewer funds than its (1) guaranteed entitlement plus the second guaranteed entitlement and (2) minimum entitlement. Any remaining trust fund monies are then distributed in proportion to the total additional money for all qualified counties.

There are no use restrictions on these revenues; however, statutory provisions exist that restrict the amount of state revenue sharing funds that can be pledged for bonded indebtedness. Counties are allowed to pledge the guaranteed entitlements. However, despite these restrictions, a county may assign, pledge, or set aside as a trust for the payment of principal or interest on bonds, tax anticipation certificates, or any other form of indebtedness, an amount up to 50 percent of certain of the funds received in the prior year. The County has not pledged its state revenue sharing funds to debt.

Excess Fees

In addition to the moneys that the County appropriates for the operation of the constitutional offices (Tax Collector, Property Appraiser, Clerk & Comptroller of the Circuit Court, Supervisor of Elections and the Sheriff), each of the constitutional offices includes in its budget various fees and charges that are not included in the County's budget. To the extent that

the actual amount of the fees and charges collected exceeds the budgeted amount, the excess amount is transferred to the County's General Fund.

Reimbursement of Indirect Costs

Reimbursement of indirect costs consists of charges made against the County's Enterprise Funds as reimbursement for services provided to the enterprises by other County departments and agencies.

Judgements and Fines

Fines consist of those revenues received from fines and penalties imposed by the County for the commission of statutory offenses, violations of administrative rules and regulations, and neglect of official duty. Forfeitures consist of those revenues resulting from the forfeiture of deposits or bonds that were held as performance guarantees and from proceeds of the sale of contraband property seized by law enforcement agencies.

Miscellaneous and Other Non-Ad Valorem Revenues

Miscellaneous revenues consist primarily of revenues derived from other regulatory activities of the County, the sale of surplus property, rental income, charges for services performed by various departments of the County and other fees, fines, and forfeitures. The County can discontinue or change any of its fees, rates and charges and may discontinue any of the activities of the County that generate user service charges, regulatory fees or any other Non-Ad Valorem Revenues.

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HISTORICAL NON-AD VALOREM REVENUES

The following table sets forth the sources and total amounts of Non-Ad Valorem Revenues of the County for the Fiscal Years ended September 30, 2014 through 2018:

Fiscal Year Ended Sept. 30	2014	2015	2016	2017	2018
Charges for Other Services	$21,677,255	$23,617,512	$23,968,246	$25,441,094	$25,000,000
Half-Cent Sales Tax	21,735,479	22,513,589	23,418,049	24,173,396	23,813,847
Electric Franchise Tax	11,273,510	11,830,914	11,540,341	11,353,718	11,758,232
Communications Service Tax	2,661,569	2,737,529	2,569,111	2,461,336	2,270,474
State Revenue Sharing	7,357,972	7,949,431	8,168,290	8,477,607	8,883,539
Reimbursement of Indirect Costs	2,143,749	2,727,676	2,866,294	3,355,784	3,259,281
Investment Income	1,343,694	2,503,613	2,619,591	2,058,847	3,300,000
Miscellaneous	11,934,939	9,819,968	6,492,126	5,607,165	5,700,000
Permits & Fees	235,927	259,021	331,995	327,086	330,000
Judgement & Fines	2,406,901	2,605,545	2,528,843	2,900,280	2,500,000
Excess Fees – Constitutional Officers	1,889,212	1,663,774	1,146,715	1,954,195	1,300,000
TOTALS	$84,660,207	$88,228,572	$85,649,601	$88,110,508	$88,015,373

SOURCE: Escambia County, Florida Comprehensive Annual Financial Report for Fiscal Year Ended September 30, 2017.

DEBT SERVICE REQUIREMENTS

The following table sets forth the debt service requirements on the Bonds and other outstanding County indebtedness secured by a pledge of a portion of or a covenant to budget and appropriate Non-Ad Valorem Revenues.

	Bonds				
Year	Principal	Interest	Total Debt Service	Outstanding Other Non-Ad Valorem Debt Service[1]	Total Non-Ad Valorem Debt Service
2019				$8,584,088.00	
2020				8,585,808.00	
2021				8,579,517.63	
2022				7,302,783.17	
2023				7,300,273.75	
2024				7,301,590.20	
2025				7,300,465.46	
2026				7,297,880.67	
2027				7,296,687.42	
2028				7,298,014.10	
2029				7,297,903.71	
2030				7,299,920.30	
2031				7,297,649.55	
2032				9,571,500.76	
2033				6,394,950.00	
2034				6,395,950.00	
2035				6,398,950.00	
2036				6,398,450.00	
2037				6,399,200.00	
2038				6,395,700.00	
2039				6,398,300.00	
2040				6,394,300.00	
2041				6,394,800.00	
2042				6,399,300.00	
2043				6,397,050.00	
2044				6,397,800.00	
2045				6,395,800.00	
2046				6,395,550.00	
2047				6,396,300.00	
Total				$204,266,482.72	

[1] Includes debt service on the County's Sales Tax Refunding Revenue Note, Series 2012, Sales Tax Revenue Bonds, Series 2017 and Capital Improvement Revenue Note, Series 2014.

COMPLIANCE WITH ANTI-DILUTION TEST

The County agrees that it will not issue Debt unless after the issuance of such Debt, the Non-Ad Valorem Revenues received in the immediately preceding Fiscal Year less the Allocable Portion of Costs Essential Services for such Fiscal Year are at least 1.20x the Maximum Annual Debt Service requirement on all Debt of the County in any part by a lien upon or a covenant to budget and appropriate from Non-Ad Valorem revenues (including the Debt proposed to be issued). See "SECURITY FOR THE BONDS — Anti-Dilution Covenant" above.

The table that follows shows compliance with said anti-dilution test for Fiscal Years 2017 and (based on unaudited information) 2018:

	FY 2017
Total Governmental Fund Revenues	$317,064,265
Less Ad Valorem Revenues	(110,050,775)
Non-Ad Valorem Revenues	$207,013,490
Essential Expenditures	
General Government	($55,134,177)
Public Safety	(132,448,931)
Total Essential Expenditures	($187,583,108)
Allocable Portion of Essential Expenditures	($122,474,331)
Revenues for Coverage	**$84,539,159**
MADS CB&A	$3,618,172
MADS Sales Tax and Tourist Development Tax	10,859,121
Total Maximum Annual Debt Service	**$14,477,293**
Coverage	5.84

MINIMAL IMPACT OF HURRICANE MICHAEL

Hurricane Michael produced substantial damage to areas of northwest Florida in October 2018, but the primary area impacted was approximately 110 miles to the east of the County and damage within the County was minimal. Any damage in the County generally consisted of downed vegetation.

RETIREMENT PLANS AND OTHER POST EMPLOYMENT BENEFITS

Florida Retirement System

The County participates in the Florida Retirement System ("FRS"), a cost-sharing, multi-employer public employee retirement system administered by the State of Florida Department of

Management Services, Division of Retirement. FRS provides retirement and disability benefits, annual cost-of-living adjustments and death benefits to plan members and beneficiaries. The benefits are established as provided in the Florida Retirement System Act, Florida Statutes, Chapter 121, and may only be amended by the State Legislature.

The Division of Retirement issues a publicly available financial report that included financial statements and required supplementary information for FRS. The report may be obtained by writing to the Department of Management Services, Division of Retirement Research and Education Section, P.O. Box 9000, Tallahassee, Florida 32315-9000, or accessing their website at: www.dms.myflorida.com or by email at rep@dms.myflorida.com. The inclusion of this website information is not intended to incorporate any information on that website by reference. The County is not responsible and has no control over the financial information produced or otherwise provided by the State about FRS.

The contribution requirements of the County to FRS are established annually and can only be amended by the State Legislature. The County's contributions to FRS for the fiscal years ended September 30, 2017, 2016 and 2015 were $17,499,025, $16,500,788 and $15,080,049. The increase in funding level is due primarily to successive increases in the statutory employer funding rates and cost of living adjustments to pensionable wages. For a more detailed description of FRS, see Note 6 entitled "RETIREMENT PLANS" in the "NOTES TO THE FINANCIAL STATEMENTS, SEPTEMBER 30, 2017" included in "Appendix C – AUDITED GENERAL PURPOSE FINANCIAL STATEMENTS FOR THE COUNTY'S FISCAL YEAR ENDED SEPTEMBER 30, 2017" attached hereto.

Other Post Employment Benefits

Other postemployment benefits ("OPEB") are provided by the County in the form of life and health insurance for pre-Medicare eligible retirees at the same rate as active participants. In health insurance plans where a government's retirees and current employees insured together as a group, the premiums paid by the retirees may be lower than they would have been if the retirees were insured separately. Under this single-employer plan, the benefit provisions are essentially the same for the Board of County Commissioners and all of the other Constitutional Officers, except for the Sheriff, who maintains a separate health insurance contract and therefor has different costs associated with the premium payments on behalf of the Sheriff's employees. The County may amend the OPEB plan at its discretion. A stand-alone financial report is not prepared for the OPEB Plan.

The County engaged an actuarial firm to determine the estimated obligation associated with the plan. As of the valuation date of October 1, 2015, there were no significant changes in the benefits of the plan.

At October 1, 2015, the date of the latest actuarial valuation, plan participation consisted of:

OPEB plan participants	2,446

Retirees receiving benefits	285

The County has the authority to establish and amend the OPEB funding policy, and is not required by law or other contractual agreement to provide funding for the implicit rate subsidy other than the pay-as-you-go amount necessary to provide current benefits for participants in its health insurance plan. During 2017, the County made $939,695 in contributions toward the implicit rate subsidy.

The County's annual OPEB cost (expense) is calculated based on the Annual Required Contribution (ARC) of the employer, an amount actuarially determined in accordance with GASB Statement No. 45. The ARC represents a level of funding that, if paid on an ongoing basis, is projected to cover normal cost each year and to amortize any unfunded actuarial liabilities (or funding excess) over a period not to exceed thirty years. The following table shows the components of the County's OPEB cost for the year, the amount actually contributed to the plan, and changes in the County's net OPEB obligation:

	FY17 Valuation as of 10/01/15
Normal Cost (service for one year)	$826,557
Amortization of Unfunded Actuarial Accrued Liability (UAAL)	603,821
Interest on Normal Cost and Amortization	-
Annual Required Contribution (ARC)	1,430,378
Annual Required Contribution (ARC)	1,430,378
Interest on Net OPEB Obligation	430,038
Adjustment to ARC	(410,820)
Annual OPEB Cost (Expense)	1,449,596
Employer Contributions Made	939,695
Increase (Decrease) in Net OPEB Obligation	509,901
Net OPEB Obligation at beginning of year	10,750,956
Net OPEB Obligation at end of year	$11,260,857

The County's annual OPEB cost, the percentage of annual expected employer contributions toward OPEB cost and the net OPEB obligation for 2017 with two applicable preceding years was as follows:

Fiscal Year Ending	Annual OPEB Cost	Employer Contribution	Percentage Of Annual OPEB Cost Contributed	Net OPEB Obligation
9/30/2015	$1,684,678	$927,117	55.03%	$10,236,801
9/30/2016	1,419,947	905,792	63.79	10,750,956

9/30/2017	1,449,596	939,695	64.82	11,260,857

Funding Policy and Status. As of October 1, 2015, the valuation date, the plan was 0% funded. The actuarial accrued liability (AAL) for benefits was $15,865,973 and the actuarial value of assets was $0, resulting in unfunded actuarial accrued liability (UAAL) of $15,865,973. The covered payroll (annual payroll of active employees covered by the OPEB Plan) was approximately $110 million and the ratio of UAAL to the covered payroll was 14.42%.

Effective for the Fiscal Year ending September 30, 2018, GASB Statement No. 75 replaced GASB Statement No. 45 for OPEB reporting purposes. The primary change to the reporting methodology is that the County is now required to recognize the Total OPEB Liability versus the Net OPEB Obligation required to be recognized under GASB Statement No. 45. Based on the change to the reporting methodology, the County anticipates that Total OPEB Liability as of September 30, 2018 was approximately $20,314,364, as reflected in the following table:

	Total OPEB Liability
Balance at 9/30/2017	$20,365,923
Changes for the Year:	
Service Cost	984,332
Interest on Total OPEB liability	647,293
Changes of benefit terms	-
Difference between expected & actual experience	-
Changes in assumptions & other inputs	(743,489)
Benefit payments	(939,695)
Net Changes	(51,559)
Balance at 9/30/2018	$20,314,364

The net change to the County's OPEB liability based on the new OPEB reporting methodology is approximately $9,053,507.

Additional information regarding the County's OPEB liability can be found at "Appendix C -- AUDITED GENERAL PURPOSE FINANCIAL STATEMENTS FOR THE YEAR ENDED SEPTEMBER 30, 2017," herein.

LITIGATION

The Board, the County Clerk, the Sheriff, the County Property Appraiser and the County Tax Collector are defendants from time to time in various lawsuits. The County Attorney represents the Board. The County Property Appraiser, the Clerk, the Sheriff, and the County Tax Collector each have separate counsel. It is the opinion of the County Attorney with respect to litigation pending against the Board that the Board either (1) has meritorious

defenses against claims asserted in such litigation, (2) is immune from liability under principles of sovereign immunity, or (3) has adequate insurance coverage or reserves against liability with respect to such claims. There can be no assurance, however, that the Clerk and the Board will not incur liability for which adequate reserves do not exist, as a result of such litigation. In the event of such liability, the Board could be required, among other responses, to expend reserves, reduce the level of services, or borrow money in order to satisfy such liability. It is not expected that any such liability would affect the obligation of the Board to apply the proceeds of the Pledged Funds in accordance with the provisions of the Resolution.

There is no pending or, to the knowledge of the County, threatened litigation against the County which in any way questions or affects (1) the validity of the Bonds, or any proceedings or transactions relating to their sale, issuance, or delivery, (2) the pledge of the Pledged Funds to secure payment of the Bonds, or (3) the provisions for collection and application of the Pledged Funds in accordance with the provisions of the Resolution.

[The Escambia County Property Appraiser and the Escambia County Tax Collector, separate elected constitutional officers, have been involved in litigation for approximately 10 years with multiple commercial and residential leaseholders on one barrier island that falls within the County's jurisdictional boundaries. The litigation centered on whether property taxes are due and collectible for the real property and the improvements on what remains leasehold property. Based upon a 2017 appellate court ruling in Beach Club Towers Homeowners Ass'n v. Jones, 231 So. 3d 566 (Fla. 1st DCA 2017), some real estate involving condominium style ownership is to be treated differently by the courts than other ownership means, the financial impact to the County on an ongoing basis could be approximately $2.5 million per year. However, the County does not expect that such loss in revenue will adversely affect the County's ability to repay the Bonds.]

TAX MATTERS

General

The Internal Revenue Code of 1986, as amended (the "Code") establishes certain requirements which must be met subsequent to the issuance of the Bonds in order that interest on the Bonds be and remain excluded from gross income for purposes of federal income taxation. Non-compliance may cause interest on the Bonds to be included in federal gross income retroactive to the date of issuance of the Bonds, regardless of the date on which such non-compliance occurs or is ascertained. These requirements include, but are not limited to, provisions which prescribe yield and other limits within which the proceeds of the Bonds and the other amounts are to be invested and require that certain investment earnings on the foregoing must be rebated on a periodic basis to the Treasury Department of the United States. The County has covenanted in the Resolution to comply with such requirements in order to maintain the exclusion from federal gross income of the interest on the Bonds.

In the opinion of Bond Counsel, assuming compliance with certain covenants, under existing laws, regulations, judicial decisions and rulings, interest on the Bonds is excluded from

gross income for purposes of federal income taxation. Interest on the Bonds is not an item of tax preference for purposes of the federal alternative minimum tax. However, interest on the Bonds will be taken into account in determining adjusted current earnings for purposes of computing the alternative minimum tax on corporations for taxable years that began prior to January 1, 2018. The alternative minimum tax on corporations was repealed for taxable years beginning on and after January 1, 2018.

Except as described above, Bond Counsel will express no opinion regarding other federal income tax consequences resulting from the ownership of, receipt or accrual of interest on, or disposition of the Bonds. Prospective purchasers of the Bonds should be aware that the ownership of Bonds may result in collateral federal income tax consequences, including (i) the denial of a deduction for interest on indebtedness incurred or continued to purchase or carry Bonds; (ii) the reduction of the loss reserve deduction for property and casualty insurance companies by fifteen percent (15%) of certain items, including interest on the Bonds; (iii) the inclusion of interest on the Bonds in earnings of certain foreign corporations doing business in the United States for purposes of the branch profits tax; (iv) the inclusion of interest on the Bonds in passive income subject to federal income taxation of certain Subchapter S corporations with Subchapter C earnings and profits at the close of the taxable year; and (v) the inclusion of interest on the Bonds in "modified adjusted gross income" by recipients of certain Social Security and Railroad Retirement benefits for the purposes of determining whether such benefits are included in gross income for federal income tax purposes.

As to questions of fact material to the opinion of Bond Counsel, Bond Counsel will rely upon representations and covenants made on behalf of the County, certificates of appropriate officers and certificates of public officials (including certifications as to the use of proceeds of the Bonds and of the property financed thereby), without undertaking to verify the same by independent investigation.

PURCHASE, OWNERSHIP, SALE OR DISPOSITION OF THE BONDS AND THE RECEIPT OR ACCRUAL OF THE INTEREST THEREON MAY HAVE ADVERSE FEDERAL TAX CONSEQUENCES FOR CERTAIN INDIVIDUAL AND CORPORATE BONDHOLDERS, INCLUDING, BUT NOT LIMITED TO, THE CONSEQUENCES DESCRIBED ABOVE. PROSPECTIVE BONDHOLDERS SHOULD CONSULT WITH THEIR TAX SPECIALISTS FOR INFORMATION IN THAT REGARD.

Information Reporting and Backup Withholding

Interest paid on tax-exempt bonds such as the Bonds is subject to information reporting to the Internal Revenue Service in a manner similar to interest paid on taxable obligations. This reporting requirement does not affect the excludability of interest on the Bonds from gross income for federal income tax purposes. However, in conjunction with that information reporting requirement, the Code subjects certain non-corporate owners of Bonds, under certain circumstances, to "backup withholding" at the rate specified in the Code with respect to payments on the Bonds and proceeds from the sale of the Bonds. Any amount so withheld would be refunded or allowed as a credit against the federal income tax of such owner of Bonds.

This withholding generally applies if the owner of Bonds (i) fails to furnish the payor such owner's social security number or other taxpayer identification number ("TIN"), (ii) furnished the payor an incorrect TIN, (iii) fails to properly report interest, dividends, or other "reportable payments" as defined in the Code, or (iv) under certain circumstances, fails to provide the payor or such owner's securities broker with a certified statement, signed under penalty of perjury, that the TIN provided is correct and that such owner is not subject to backup withholding. Prospective purchasers of the Bonds may also wish to consult with their tax advisors with respect to the need to furnish certain taxpayer information in order to avoid backup withholding.

Other Tax Matters

During recent years, legislative proposals have been introduced in Congress, and in some cases enacted, that altered certain federal tax consequences resulting from the ownership of obligations that are similar to the Bonds. In some cases, these proposals have contained provisions that altered these consequences on a retroactive basis. Such alteration of federal tax consequences may have affected the market value of obligations similar to the Bonds. From time to time, legislative proposals are pending which could have an effect on both the federal tax consequences resulting from ownership of the Bonds and their market value. No assurance can be given that legislative proposals will not be enacted that would apply to, or have an adverse effect upon, the Bonds.

Prospective purchasers of the Bonds should consult their own tax advisors as to the tax consequences of owning the Bonds in their particular state or local jurisdiction and regarding any pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel expresses no opinion.

Tax Treatment of Original Issue Discount

Under the Code, the difference between the maturity amount of the Bonds maturing on _____ (the "Discount Bonds"), and the initial offering price to the public, excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers, at which price a substantial amount of the Discount Bonds of the same maturity and, if applicable, interest rate, was sold is "original issue discount." Original issue discount will accrue over the term of the Discount Bonds at a constant interest rate compounded periodically. A purchaser who acquires the Discount Bonds in the initial offering at a price equal to the initial offering price thereof to the public will be treated as receiving an amount of interest excludable from gross income for federal income tax purposes equal to the original issue discount accruing during the period he or she holds the Discount Bonds, and will increase his or her adjusted basis in the Discount Bonds by the amount of such accruing discount for purposes of determining taxable gain or loss on the sale or disposition of the Discount Bonds. The federal income tax consequences of the purchase, ownership and redemption, sale or other disposition of the Discount Bonds which are not purchased in the initial offering at the initial offering price may be determined according to rules which differ from those above. Bondholders of the Discount Bonds should consult their own tax advisors with respect to the precise determination for federal income tax purposes of interest accrued upon sale, redemption or other disposition of the

Discount Bonds and with respect to the state and local tax consequences of owning and disposing of the Discount Bonds.

Tax Treatment of Bond Premium

The difference between the principal amount of the Bonds other than the Discount Bonds (collectively, the "Premium Bonds") and the initial offering price to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) at which price a substantial amount of such Premium Bonds of the same maturity and, if applicable, interest rate, was sold constitutes to an initial purchaser amortizable bond premium which is not deductible from gross income for federal income tax purposes. The amount of amortizable bond premium for a taxable year is determined actuarially on a constant interest rate basis over the term of each of the Premium Bonds, which ends on the earlier of the maturity or call date for each of the Premium Bonds which minimizes the yield on the Premium Bonds to the purchaser. For purposes of determining gain or loss on the sale or other disposition of a Premium Bond, an initial purchaser who acquires such obligation in the initial offering is required to decrease such purchaser's adjusted basis in such Premium Bond annually by the amount of amortizable bond premium for the taxable year. The amortization of bond premium may be taken into account as a reduction in the amount of tax-exempt income for purposes of determining various other tax consequences of owning the Premium Bonds. Premium Bondholders are advised that they should consult with their own tax advisors with respect to the state and local tax consequences of owning the Premium Bonds.

LEGALITY

Certain legal matters incident to the authorization, issuance and sale of the Bonds by the County are subject to the approving opinion of Bryant Miller Olive P.A., Bond Counsel, whose approving opinion will be available at the time of delivery of the Bonds. The County is represented by its County Attorney, Alison Rogers, Esquire, Pensacola, Florida. Nabors, Giblin & Nickerson, P.A. represents the County as Disclosure Counsel in connection with the Bonds.

The proposed text of the legal opinion of Bond Counsel is set forth as "Appendix D -- FORM OF BOND COUNSEL OPINION". The actual legal opinion to be delivered may vary from the text of Appendix D if necessary, to reflect facts and law on the date of delivery of the Bonds. The opinion will speak only as of its date and subsequent distribution of it by recirculation of this Official Statement or otherwise shall not create any implication that subsequent to the date of the opinion Bond Counsel has affirmed its opinion concerning any of the matters referenced in this Official Statement.

The legal opinion of Bond Counsel is based on existing law, which is subject to change. Such legal opinion is further based on factual representations made to Bond Counsel as of the date thereof. Bond Counsel assumes no duty to update or supplement its opinion to reflect any facts or circumstances, including changes in law, that may thereafter occur or become effective.

Bond Counsel will deliver a supplemental opinion on the date of issuance of the Bonds to the effect that certain of the statements contained herein constitute fair and accurate summaries of the provisions of the Resolution and the Bonds purported to be summarized. In addition, Bond Counsel will opine that the statements under the heading "TAX MATTERS" are fair and accurate statements of the matters set forth therein. Except to the extent described in the preceding sentences and as specifically provided in such supplemental opinion, Bond Counsel has not undertaken independently to verify and therefore expresses no opinion as to the information or statements contained in this Official Statement or any financial or statistical information, exhibits, schedules, or attachments hereto.

The legal opinions to be delivered concurrently with the delivery of the Bonds express the professional judgment of the attorneys rendering the opinions regarding the legal issues expressly addressed therein. By rendering a legal opinion, the opinion giver does not become an insurer or guarantor of the result indicated by that expression of professional judgment, of the transaction on which the opinion is rendered, or of the future performance of parties to the transaction. Nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

FINANCIAL ADVISOR

The County has retained Public Resources Advisory Group, Inc., St. Petersburg, Florida, as Financial Advisor (the "Financial Advisor") in connection with the County's financing plans and with respect to the authorization and issuance of the Bonds. The Financial Advisor is not obligated to undertake and has not undertaken to independently verify or to assume responsibility for the accuracy, completeness, or fairness of the information contained in this Official Statement. Public Resources Advisory Group is an independent advisory firm and is not engaged in the business of underwriting, trading or distributing municipal or other public securities.

GENERAL PURPOSE FINANCIAL STATEMENTS

Appendix C contains the audited general purpose financial statements for the County's Fiscal Year ended September 30, 2017. Such financial statements have been included in this Official Statement as a public document.

UNDERWRITING

The Underwriters shown on the cover page hereof have agreed, subject to the proceedings authorizing the sale of the Bonds, to purchase the Bonds from the County. The aggregate purchase price for the Bonds payable to the County is $_____ ($_____ principal amount plus [net] original issue [premium] [discount] of $_____, and less Underwriters' discount of $_____). The Underwriters have furnished the information on the cover page of this Official Statement pertaining to the public offering price of the Bonds. The public offering price of the Bonds may be changed from time to time by the Underwriters, and the Underwriters may allow a concession from the public offering price to certain dealers. None

of the Bonds will be delivered by the County to the Underwriters unless all of the Bonds are so delivered.

The Underwriters have reviewed the information in this Official Statement in accordance with and, as part of their responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriters do not guarantee the accuracy or completeness of such information.

The Underwriters have provided the following information for inclusion in this Official Statement: The Underwriters and their respective affiliates are full service financial institutions engaged in various activities, that may include securities trading, commercial and investment banking, municipal advisory, brokerage and asset management. In the ordinary course of business, the Underwriters and their respective affiliates may actively trade debt and if applicable equity securities (or related derivative securities) and provide financial instruments (which may include bank loans, credit support or interest rate swaps) and the Underwriters and their affiliates may engage in transactions for their own accounts involving the securities and instruments made the subject of this securities offer or other offerings of the County. The Underwriters and their respective affiliates may also communicate independent investment recommendations, market color or trading ideas and publish independent research views in respect of this securities offer or other offers of the County. The Underwriters do not make a market in credit default swaps with respect to municipal securities at this time but may do so in the future.

Wells Fargo Securities is the trade name for certain securities-related capital markets and investment banking services of Wells Fargo & Company and its subsidiaries, including Wells Fargo Bank, National Association, which conducts its municipal securities sales, trading and underwriting operations through the Wells Fargo Bank, NA Municipal Products Group, a separately identifiable department of Wells Fargo Bank, National Association, registered with the Securities and Exchange Commission as a municipal securities dealer pursuant to Section 15B(a) of the Securities Exchange Act of 1934.

Wells Fargo Bank, National Association, acting through its Municipal Products Group ("WFBNA"), one of the underwriters of the Bonds, has entered into an agreement (the "WFA Distribution Agreement") with its affiliate, Wells Fargo Clearing Services, LLC (which uses the trade name "Wells Fargo Advisors") ("WFA"), for the distribution of certain municipal securities offerings, including the Bonds. Pursuant to the WFA Distribution Agreement, WFBNA will share a portion of its underwriting or remarketing agent compensation, as applicable, with respect to the Bonds with WFA. WFBNA has also entered into an agreement (the "WFSLLC Distribution Agreement") with its affiliate Wells Fargo Securities, LLC ("WFSLLC"), for the distribution of municipal securities offerings, including the Bonds. Pursuant to the WFSLLC Distribution Agreement, WFBNA pays a portion of WFSLLC's expenses based on its municipal securities transactions. WFBNA, WFSLLC, and WFA are each wholly-owned subsidiaries of Wells Fargo & Company.

CONTINGENT FEES

The County has retained Bond Counsel, Disclosure Counsel, the Financial Advisor and the Paying Agent and Registrar with respect to the authorization, sale, execution and delivery of the Bonds. Payment of the fees of such professionals and an underwriting discount to the Underwriters to be paid by the County are each contingent upon issuance of the Bonds.

ENFORCEABILITY OF REMEDIES

The remedies available to the owners of the Bonds upon an event of default under the Resolution are in many respects dependent upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, including specifically the federal bankruptcy code, the remedies specified by the Resolution and the Bonds may not be readily available or may be limited. For example, the Bonds are likely to be treated as unsecured obligations of the County under Chapter 9 of the federal bankruptcy code and the ability of a bondholder to seek and obtain a writ of mandamus may be limited if a Chapter 9 proceeding was instituted by the County, which in Florida requires the approval of the Governor. The various legal opinions to be delivered concurrently with the delivery of the Bonds (including Bond Counsel's approving opinion) will be qualified, as to the enforceability of the remedies provided in the various legal instruments, by limitations imposed by general principles of equity, bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors enacted before or after such delivery. See "Appendix A -- THE RESOLUTION" attached hereto for a description of events of default and remedies.

CONTINUING DISCLOSURE

The County has covenanted for the benefit of Bondholders to provide certain financial information and operating data relating to the Pledged Funds and the Bonds in each year, and to provide notices of the occurrence of certain enumerated material events. Annual financial information and operating data, the audited financial statements and the notices of material events, when and if they occur, shall be filed by the County with the Municipal Securities Rulemaking Board's electronic municipal access system ("EMMA"). The specific nature of the financial information, operating data, and of the type of events triggering a disclosure obligation, and other details of the undertaking are described in "Appendix F -- FORM OF CONTINUING DISCLOSURE CERTIFICATE" attached hereto. The Continuing Disclosure Certificate shall be executed by the County prior to the issuance of the Bonds. These covenants have been made in order to assist the Underwriters in complying with the continuing disclosure requirements of Rule 15c2-12(b)5 (the "Rule") promulgated by the Securities and Exchange Commission.

The County has been in compliance during the previous five years with respect to its existing continuing disclosure obligations.

RATINGS

Moody's Investors Service, Inc. and Standard & Poor's Ratings Services have assigned long-term ratings of "____" (stable outlook) and "____" (stable outlook) respectively, to the Bonds. Such ratings reflect only the views of such organizations and any desired explanation of

the significance of such ratings should be obtained from the rating agency furnishing the same, at the following addresses: Moody's Investors Service, Inc., 7 World Trade Center, 250 Greenwich Street, New York, New York 10007; Standard & Poor's Ratings Services, 55 Water Street, New York, New York 10041.

Generally, a rating agency bases its rating on the information and materials furnished to it and on investigations, studies and assumptions of its own. There is no assurance such ratings will continue for any given period of time or that such ratings will not be revised downward or withdrawn entirely by the rating agencies, if in the judgment of such rating agencies, circumstances so warrant. Any such downward revision or withdrawal of such ratings may have an adverse effect on the market price of the Bonds.

DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS

Florida law requires the County to disclose each and every default as to the payment of principal and interest with respect to obligations issued or guaranteed by the County after December 31, 1975 (including bonds or other debt obligations for which it has served only as a conduit issuer, such as industrial development or private activity bonds issued on behalf of private businesses).

The County is not, and since December 31, 1975, has not been, in default as to principal of and interest on bonds or other debt obligations for which either ad valorem or non-ad valorem revenues of the County are pledged.

Although the County is not aware of any defaults with respect to bonds or other debt obligations as to which it has served only as a conduit issuer, it has not undertaken an independent review or investigation of such bonds or other debt obligations. To the extent any of such bonds or other debt obligations are in default as to principal and/or interest, the obligation of the County thereunder is limited solely to payment from funds received by the party on whose behalf such bonds or other debt obligations were issued, and the County is not obligated to pay the principal of or interest on such bonds or other debt obligations from any funds of the County.

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AUTHORIZATION AND APPROVAL

The delivery of this Official Statement by the County has been duly authorized by the Board of County Commissioners.

ESCAMBIA COUNTY, FLORIDA

By: _____
Jeff Bergosh, Chairman
Board of County Commissioners

By: _____
Amy Lovoy, Acting County Administrator

By: _____
Stephan D. Hall, Budget Manager

APPENDIX A

THE RESOLUTION

APPENDIX B

SUPPLEMENTAL INFORMATION CONCERNING THE COUNTY

THE FOLLOWING INFORMATION CONCERNING ESCAMBIA COUNTY, FLORIDA (THE "COUNTY") IS INCLUDED ONLY FOR THE PURPOSE OF PROVIDING GENERAL BACKGROUND INFORMATION. THE INFORMATION HAS BEEN COMPILED ON BEHALF OF THE COUNTY AND SUCH COMPILATION INVOLVED ORAL AND WRITTEN COMMUNICIATIONS WITH THE VARIOUS SOURCES INDICATED HEREIN. THE INFORMATION IS SUBJECT TO CHANGE, ALTHOUGH EFFORTS HAVE BEEN MADE TO UPDATE THE INFORMATION WHERE PRACTICABLE. CERTAIN OF THE TABLES THAT FOLLOW IN THIS APPENDIX HAVE BEEN DERIVED FROM THE STATISTICAL SECTION OF THE COUNTY'S COMPREHENSIVE ANNUAL FINANCIAL REPORT FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2017.

Location and Size

The County is located in the extreme northwestern part of the State of Florida (the "State"), bordered on the west and north by the State of Alabama, on the east by Santa Rosa County, and on the south by the Gulf of Mexico. The County encompasses an area of approximately 661 square miles, or 420,480 acres, with an additional 64,000 acres of water area. The 2000 U.S. Census population of the County was 294,410 and the 2010 U.S. Census population of the County was 297,619. The current population of the County is estimated to be 315,187. There are two municipalities within the County, the larger of which is the City of Pensacola, the County seat. Tourism, health care and education make up the majority of its workforce and economy.

Population Statistics

The County has experienced a moderate growth rate. The following table presents historical and projected population growth for the County and the State for the period from 1990 through 2040.

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Year	Escambia County	Annual Average Percentage Increase	State of Florida	Annual Average Percentage Increase
1990	262,798	1.24%	12,938,071	3.27%
2000	294,410	1.20	15,982,387	2.35
2010	297,619	0.11	18,905,048	1.83
2015	311,003	1.00	19,815,183	1.58
2020	310,500	0.23	21,236,700	1.43
2025	314,700	0.27	22,600,300	1.28
2030	318,600	0.25	23,872,600	1.13
2035	322,000	0.21	25,027,300	0.97
2040	323,900	0.12	26,081,400	0.84

Sources: U.S. Bureau of the Census Bureau for 1990, 2000 and 2010; for the year 2015, University of Florida, Bureau of Economic and Business Research, Florida Estimates of Population, 2014; for the years 2020 through 2040, University of Florida, Bureau of Economic and Business Research, Florida Population Studies, Volume 48, Bulletin 171, April 2015, medium county projections.

Government

Board of County Commissioners. The Board of County Commissioners of Escambia County, Florida (the "Board"), is the principal legislative and governing body of the County. The powers and duties of the Board are those prescribed by the State Constitution, or by the Florida Legislature. The Board consists of five Commissioners elected by the voters from single-member districts for terms of four years. The Board elects a Chairman or Chairwoman who serves as presiding officer. The current Commissioners and the dates of their terms are as follows:

Commissioners	Term Began	Term Expires
Jeffrey W. Bergosh, Chairman	November, 2016	November, 2020
Lumon J. May, Vice Chairman	November, 2016	November, 2020
Steven L. Barry	November, 2016	November, 2020
Grover C. Robinson IV	November, 2014	November, 2018
Douglas B. Underhill	November, 2014	November, 2018

The County Manager. The County Manager, the chief administrative official of the County, appointed by and served at the pleasure of the Board. The County Manager is responsible to the Board for administration and operation of all operating departments of the County. The County Manager is also responsible to the Board for the execution of all Board policies and preparation of the annual operating and capital improvement program budget for the County.

The County Attorney. The County Attorney is appointed by and serves at the pleasure of the Board. The County Attorney reports directly to the Board and is responsible for providing effective and efficient legal services to the Board, and other County departments, boards and agencies as specified by the Board.

Budget Process. The County's budget is based upon a Fiscal Year beginning October 1 and ending September 30, and is developed in accordance with Chapters 129 and 200, Florida Statutes. Chapter 129, Florida Statutes, provides general and specific directions for budget development; and Chapter 200, Florida Statutes, provides specific direction for the annual levy of property taxes. In addition to the County's annual operating and capital budget, a five-year capital improvement program is adopted.

The County has received the Government Finance Officers Association of the United States and Canada (GFOA) Certificate of Achievement for Excellence in Financial Reporting to the County for its Comprehensive Annual Financial Report for the Fiscal Year ended September 30, 2017. This was the 21st consecutive year that the County has received this prestigious award. To be awarded a Certificate of Achievement, a government unit must publish an easily readable and efficiently organized Comprehensive Annual Financial Report. This report must satisfy both GAAP and applicable legal requirements.

On September 20, 2018, the County adopted its budget for the Fiscal Year ending September 30, 2019. The Board voted unanimously for the adoption of an aggregate ad valorem millage rate of 7.661 and a budget of $477.2 million, for such Fiscal Year. Such budget will be effective from October 1, 2018 through September 30, 2019.

The County closely monitors revenue collections on a monthly basis. If actual revenues of the County for the Fiscal Year ending September 30, 2019 are less than the budget, then the County intends to address such reduction in revenues through expenditure reductions and/or use of reserves. Conversely, if the revenues of the County for the Fiscal Year ending September 30, 2019 are more than budgeted, then the County anticipates applying such excess revenues to increase its reserves.

Annual Audit. Florida law requires that an annual post audit be completed by independent certified public accountants retained by the County. The County retained the firm of Warren Averett CPAs and Advisors, Pensacola, Florida, to undertake the audit for the Fiscal Years ended September 30, 2017 and September 30, 2018. The audited general purpose financial statements for the Fiscal Year ended September 30, 2017 appear in APPENDIX C attached to this Official Statement.

Ad Valorem Taxation. The laws of the State of Florida require that all taxable real and tangible personal property must be assessed at fair market value, with some exceptions. Real and personal property valuations are determined each year as of January 1 by the County Property Appraiser's Office. The County Property Appraiser submits the tax roll to the Florida Department of Revenue for review and determination of, among other things, whether the tax roll meets the requirements of Florida law regarding just valuation. Each taxpayer is given notice by mail or the proposed property taxes and the assessed property value for the current year, and the dates, times and places at which budget hearings are scheduled to be held.

The property owner has the right to file an appeal of the determination of assessed value with the Value Adjustment Board (the "Adjustment Board"), which considers petitions relating to assessments and exemptions. The Adjustment Board is composed of members of the School

Board and the Board of County Commissioners. The decision of the Adjustment Board may be appealed to the Circuit Court. The Adjustment Board certifies the assessment roll upon completion of the hearing of appeals to it. Millage rates are then computed by the various taxing authorities and certified to the Property Appraiser, who applies the millage rates to the assessment roll. This procedure creates the tax roll, which is then certified and turned over to the County Tax Collector.

Pursuant to Article VII, Section 6 of the Constitution and Section 196.031, Florida Statutes, the first $25,000 of the assessed valuation of a homestead is exempt from taxation for any person who has title to a residence in such homestead on a permanent basis. Pursuant to the passage of Amendment One on January 29, 2008, each person qualifying for the previous exemption is entitled to an additional exemption of up to $25,000 of assessed value, applied to the assessed value between $50,000 and $75,000. Further, agricultural land, non-commercial recreational land, inventory and livestock are assessed at less than 100% of fair market value. In addition, an additional homestead exemption of $25,000 is granted by Escambia County relating to ad valorem taxes payable to persons 65 or older subject to certain income limitations. See "Collection of Taxes" herein for a more complete description of exemptions.

Collection of Taxes. Taxes become delinquent on April 1 following the year in which they are assessed or 60 days after mailing of the original tax notice, whichever is later. If the delinquency date for ad valorem taxes is later than April 1 of the year following the year in which taxes are assessed, all dates or time periods specified in the Florida Statutes relative to the collection of, or administrative procedures regarding delinquent taxes shall be extended a like number of days. Discounts are allowed for early payment at a rate of 4% if paid in November, 3% if paid in December, 2% if paid in January and 1% if paid in February. The Tax Collector advertises and sells tax certificates on those lands on which taxes have not been paid to pay the taxes, interest, costs and charges on the parcel described in the certificate. If there are no bidders, the certificate is issued to the County. Real property taxes bear interest at a rate not to exceed 18% per year from the date of delinquency until a certificate is sold, except that the minimum charge for delinquent taxes paid prior to the sale of a tax certificate is 3%.

Exemptions from the ad valorem tax include the first $25,000 of assessed value for a homestead and an additional $25,000 of assessed value, to be applied to the assessed value between $50,000 and $75,000; homestead property of totally and permanently disabled persons; improved real property on which a renewable energy source device is installed and operated; inventory; property used by not-for-profit hospitals, nursing homes and homes for special services; property used by certain not-for-profit homes for the aged; property used exclusively for educational purposes by educational institutions or other exempt organizations, including charter schools, for educational purposes; property owned by certain charitable, literary, religious or scientific organizations and used predominately for such purposes; property owned and used for educational purposes by labor organizations; property of certain community centers; property used for affordable housing; property owned and used by certain governmental units; property of certain not-for-profit sewer and water companies; and the first $500 of property of every widow, widower, blind person or disabled person, deployed military personnel and surviving spouses of first responders and veterans killed in the line of duty.

Local Economy

Escambia County is located in Florida's Panhandle, along the emerald shores of the Gulf Coast, wherein the tourism sector employs approximately 24,800 in the leisure and hospitality industry with accommodations and food services representing 12.55% of the area workforce. The largest major industry sector is health care and social assistance, with 17.1% of the area workforce. There are four major hospitals located in Escambia County, all of which have surgical centers; Baptist Hospital, West Florida Regional Medical Center, Navy Hospital and Sacred Heart Hospital. There are approximately 23,000 employed in the health and other health related services.

The military is another large factor in the area's economy. Navy and Air Force expenditures, including construction, have historically accounted for nearly half the total payroll in the Pensacola metro area. Navy installations include Pensacola Naval Air Station (the home of the Blue Angels, and generally recognized as the premier naval installation of the United States Department of the Navy), Saufley Field and Corry Station. Whiting Field is located in Milton Florida, about 30 miles northeast of Pensacola. In neighboring Okaloosa County, Eglin Air Force Base and Hurlburt Field have an impact on the local economy as well as serving as magnets for high-tech businesses.

Escambia County has several commercial/industrial parks. The County's commerce parks consist of Central and Heritage Oaks as well as the downtown Technology Park. The properties in the Central Commerce Park and the downtown Technology Park are being marketed in partnership with the Greater Pensacola Chamber of Commerce. This allows the County to reach a wider audience for promoting economic development and attracting new businesses to the area.

Labor Force

The unemployment rate for the County is generally lower or the same as that for the State. In the latest figures available, the County's unemployment rate for 2014 as of September 2017 was 4.1%. The following chart shows the labor force in the County and the percent of the estimated labor force unemployed from 2008 to 2017 for the County, the State and the United States.

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LABOR FORCE
ESTIMATES BY EMPLOYMENT STATUS

Year	Labor Force	Employment	Unemployment Number	Unemployment Rate: Escambia County	Unemployment Rate: State	Unemployment Rate: United States
2008	138,002	129,494	8,508	6.2%	6.3%	5.8%
2009	137,044	123,507	13,537	9.9	10.4	9.3
2010	139,913	125,755	14,158	10.1	11.1	9.6
2011	140,969	127,279	13,690	9.7	10.0	8.9
2012	140,139	128,293	11,846	8.5	8.5	8.1
2013	139,701	129,512	10,189	7.3	7.3	7.4
2014	141,015	132,067	8,948	6.3	6.3	6.2
2015	140,261	133,237	7,024	5.0	5.1	4.8
2016	140,893	133,920	6,973	4.9	4.9	4.9
2017	144,784	138,797	5,987	4.1	4.2	4.4

Source: Labor Market Statistics, Local Area Unemployment Statistics Program, 2008 through 2017, Florida Research and Economic Database.

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The following chart shows the average monthly employment in the various sectors of the labor force in actual numbers of people employed in the County and the average annual wage during 2017:

EMPLOYMENT BY SECTOR[(1)]

Industry Title	Average Monthly Employment	Average Annual Wages
Total, All Industries	$133,765	$42,914
Goods-Producing	13,661	49,831
Natural Resources and Mining, total	220	38,974
Agriculture, Forestry, Fishing and Hunting	134	37,767
Mining, Quarrying, and Oil and Gas Extraction	86	40,855
Construction	8,149	41,617
Manufacturing	5,292	62,928
Durable Goods Manufacturing	3,220	51,947
Nondurable Goods Manufacturing	2,072	79,990
Service-Providing	120,104	42,127
Trade, Transportation and Utilities, total	26,651	37,724
Wholesale Trade	4,282	52,643
Retail Trade	17,871	28,047
Transportation and Warehousing	3,060	53,927
Utilities	1,438	79,075
Information	1,335	72,364
Financial Activities, total	11,295	55,873
Finance and Insurance	9,140	59,874
Real Estate and Rental and Leasing	2,155	38,900
Professional and Business Services, total	16,320	48,904
Professional and Technical Services	6,415	72,779
Management of Companies and Enterprises	1,104	63,867
Administrative and Waste Services	8,801	29,624
Education and Health Services, total	33,490	48,631
Educational Services	10,547	40,011
Health Care and Social Assistance	22,943	52,594
Leisure and Hospitality, total	18,945	18,342
Arts, Entertainment and Recreation	2,571	20,239
Accommodation and Food Services	16,374	18,044
Other Services	3,891	31,271
Public Administration	8,141	52,778
Unclassified	36	26,532

Source: Florida Department of Economic Opportunity, Florida Employment and Wages by County.

(1) Numbers may not add due to rounding.

The following chart shows the principal employers within the County for Fiscal Year 2017:

PRINCIPAL EMPLOYERS
Fiscal Year 2017

Employer	Number of Employees	Rank	Percentage of Principal Employers Employment
Local government	15,800	1	30.59%
Federal government	6,700	2	12.97
State government	6,700	3	12.97
Baptist Health Care	6,633	4	12.84
Navy Federal Credit Union	6,342	5	12.28
Sacred Hearth Health Systems	4,820	6	9.33
Gulf Power Company	1,774	7	3.43
West Florida Healthcare	1,200	8	2.32
Ascend Performance Materials	880	9	1.72
West Corporation	800	10	1.55

Source: Comprehensive Annual Financial Report of Escambia County, Florida for the Fiscal Year Ended September 30, 2017.

Personal Income

The following table reflects the personal income on a place-of-residence basis for the periods shown for the County, the State and the United States.

Year	Escambia County	State of Florida	United States
2006	$31,497	$38,812	$38,144
2007	33,014	39,945	39,821
2008	35,239	40,018	41,082
2009	34,713	37,479	39,376
2010	35,412	38,718	40,277
2011	36,868	40,538	42,453
2012	37,682	41,249	44,266
2013	38,389	41,309	44,438
2014	36,632	42,737	46,049
2015	38,408	44,429	44,510

Source: Comprehensive Annual Financial Report of Escambia County, Florida for the Fiscal Year Ended September 30, 2017.

Building Permit Activity

The following is the building permit activity for the County for the period 2009 through 2017:

Year	Total Value
2009	$69,389,475
2010	90,953,291
2011	62,593,839
2012	91,212,174
2013	113,949,035
2014	130,236,352
2015	160,326,832
2016	202,881,216
2017	228,500,135

Source: Escambia County, Florida.

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Assessed Valuation

The following table shows the assessed valuation of taxable property within the County:

ASSESSED VALUE OF TAXABLE PROPERTY

Last Ten Fiscal Years
(Amounts Expressed in Thousands)

	Net Assessed Value of Real Property[1]					
Fiscal Year	Residential Property	Commercial and Industrial Property	Other Property	Personal Property[2]	Total	Percentage Change
2008	$10,751,338	$2,840,855	$344,121	$2,014,988	$15,951,302	7.1%
2009	9,654,407	2,917,677	345,944	1,939,783	14,857,811	(6.9)
2010	9,186,381	2,766,220	346,699	1,939,980	14,239,280	(4.2)
2011	8,839,770	2,656,914	322,662	1,790,615	13,609,961	(4.4)
2012	8,950,022	2,721,547	367,921	1,708,852	13,748,342	1.0
2013	8,838,568	2,620,683	377,736	1,802,882	13,639,869	(0.8)
2014	9,343,620	2,712,327	400,351	1,789,770	14,246,068	4.4
2015	9,796,441	2,754,003	382,271	1,857,164	14,789,879	3.7
2016	10,289,657	2,879,091	385,920	1,830,128	15,384,796	4.0
2017	10,935,245	2,980,222	361,561	1,872,431	16,149,459	5.0

Source: Escambia County, Florida Comprehensive Annual Financial Report for Fiscal Year Ended September 30, 2017.

(1) Taxable value of property subject to direct tax rate.
(2) Personal property includes centrally assessed property, furniture, fixtures, tools, machinery, equipment, etc. and is taxed at various rates.

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DIRECT AND OVERLAPPING PROEPRTY TAX RATES

Last Ten Years
(rates per $1,000 of assessed value)
Millage rate levied for the fiscal year ending September 30

	2017	2016	2015	2014	2013	2012	2011	2010	2009	2008
Direct:										
Escambia County	6.6165	6.6165	6.6165	6.6165	6.9755	6.9755	6.9755	6.9755	6.9755	8.017
Library	0.3590	0.3590	0.3590	0.359	-	-	-	-	-	-
Escambia County Law Enforcement Service Taxing Unit	0.685	0.685	0.685	0.685	0.685	0.685	0.685	0.685	0.685	0.685
Total Direct Rate	7.6605	7.6605	7.6605	7.6605	7.6605	7.6605	7.6605	7.6605	7.6605	8.702
Overlapping[1]:										
Escambia County School Board	6.6310	6.8760	7.1130	7.557	7.558	7.821	7.860	7.860	7.7720	7.720
City of Pensacola	4.2895	4.2895	4.2895	4.2895	4.2895	4.2895	4.5395	4.5395	4.5395	4.598
City of Pensacola Downtown Improvement Board	2.0000	2.000	2.000	2.000	2.000	2.000	2.000	2.000	2.000	2.000
Northwest Florida Water Management	0.0353	0.0366	0.0378	0.039	0.040	0.040	0.045	0.045	0.045	0.045
Town of Century	0.9204	0.9732	0.9006	0.9006	0.9048	0.9048	0.9048	0.823	0.817	0.781
Total Overlapping Rates	13.8762	14.1753	14.3409	14.7861	14.7921	15.0553	15.3493	15.2675	15.1215	15.144

Source: Escambia County, Florida Comprehensive Annual Financial Report for Fiscal Year Ended September 30, 2017.

(1) Overlapping millages do not necessarily apply to all taxpayers. For example, an owner of property located in the City of Pensacola would not pay Town of Century taxes or have the Town of Century millage rate included on his or her tax bill.

PRINCIPAL PROPERTY TAX PAYERS

Current and Nine Years Ago
(Amounts Expressed in Thousands)

	Fiscal Year 2017			Fiscal Year 2008		
Taxpayer	Assessed Value	Rank	Percentage of Total County Assessed Value	Assessed Value	Rank	Percentage of Total County Assessed Value
Gulf Power Company	$693,890	1	4.51%	$430,309	1	2.89%
International Paper Corp	270,589	2	1.76%	405,283	2	2.72%
West FL Medical/Regional Medical Ctr	106,083	3	0.69%	95,182	9	0.64%
Ascend Performance Material*	110,628	4	0.72%	181,139	3	1.22%
Simon Debar/Simon Prop/Univer	75,155	5	0.49%			0.00%
Navy Federal Credit Union	142,675	6	0.93%			0.00%
Walmart/Sams	69,221	7	0.45%			0.00%
City of Pensacola	221,337	8	1.44%	128,432	6	0.86%
Sacred Heart Health Systems	241,612	9	1.57%	172,411	4	1.16%
Bellsouth Tele/Southern Bell	43,512	10	0.28%	99,868	8	0.67%
Pensacola POB/Baptist				158,858	5	1.07%
Pensacola Christian College				122,455	7	0.82%
WCI Communities, Inc.				73,460	10	0.49%
Total	$1,974,792		12.84%	$1,867,397		12.52%
	[(1)] $15,384,796			[(1)] $14,899,559		

Source: Escambia County, Florida Comprehensive Annual Financial Report for Fiscal Year Ended September 30, 2017.

(1) Total Estimated Assessed Value Countywide.
* Formerly Solutia, Inc.

PROPERTY TAX LEVIES AND COLLECTIONS

Last Ten Fiscal Years

Fiscal Year Ended Sept. 30	Taxes Levied for the Fiscal Year	Collected within the Fiscal Year of the Levy		Collections Received from Prior Year Levies	Total Collections to Date	
		Amount	Percentage of Original Levy		Amount	Percentage of Levy
2008	$133,791,557	$121,091,537	90.51%	$1,035,168	$122,126,705	91.28%
2009	111,259,343	105,074,368	94.44%	214,915	105,289,283	94.63%
2010	107,040,913	100,137,279	93.55%	3,248,703	103,385,982	96.59%
2011	101,512,715	93,343,444	91.95%	12,084,191[1]	105,427,635	103.86%
2012	99,330,134	99,249,940	99.92%	432,641	99,682,581	100.35%
2013	100,092,915	94,930,127	94.84%	188,794	95,118,921	95.03%
2014	101,167,730	100,380,170	99.22%	695,427	101,075,597	99.91%
2015	106,013,064	103,697,542	97.82%	5,150,838[2]	108,848,380	102.67%
2016	110,249,860	106,512,637	96.61%	3,178,435[3]	109,691,072	99.49%
2017	114,962,306	109,851,250	95.55%	199,525	110,050,775	95.73%

Source: Escambia County, Florida Comprehensive Annual Financial Report for Fiscal Year Ended September 30, 2017.

(1) 2011 Collections received from prior year levies includes $10,606,316 for collections held in reserve pending the outcome of court litigation.

(2) 2015 Collections received from prior year levies include $4,463,110 for collections held in reserve pending the outcome of court litigation.

(3) 2016 Collections received from prior year levies include $2,938,543 for collections held in reserve pending the outcome of court litigation.

APPENDIX C

AUDITED GENERAL PURPOSE FINANCIAL STATEMENTS FOR THE COUNTY'S FISCAL YEAR ENDED SEPTEMBER 30, 2017 AUDITED FINANCIAL STATEMENTS

APPENDIX D

FORM OF BOND COUNSEL OPINION

APPENDIX E

FORM OF CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by Escambia County, Florida (the "Issuer") in connection with the issuance of its $_____ Capital Improvement Refunding Revenue Bonds, Series 2018 (the "Bonds"). The Bonds are being issued pursuant to Resolution No. R2018-___, adopted by the Board of County Commissioners of Escambia County, Florida on November 1, 2018, as amended and supplemented from time to time (the "Resolution").

SECTION 1. PURPOSE OF THE DISCLOSURE CERTIFICATE. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the Holders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriters in complying with the continuing disclosure requirements of Securities and Exchange Commission Rule 15c2-12.

SECTION 2. DEFINITIONS. In addition to the definitions set forth in the Resolution which apply to any capitalized term used in this Disclosure Certificate, unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

"Dissemination Agent" shall mean the Issuer, or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

"Event of Bankruptcy" shall be considered to have occurred when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Obligated Person, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Obligated Person.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

"Obligated Person" shall mean any person, including the Issuer, who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all, or part of the obligations on the Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities).

"Participating Underwriters" shall mean the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"Repository" shall mean each entity authorized and approved by the Securities and Exchange Commission from time to time to act as a repository for purposes of complying with the Rule. The Repositories currently approved by the Securities and Exchange Commission may be found by visiting the Securities and Exchange Commission's website at http:/fwww.sec.gov/info/municipal/nrmsir.htm. As of the date hereof, the Repository recognized by the Securities and Exchange Commission for such purpose is the Municipal Securities Rulemaking Board, which currently accepts continuing disclosure submissions through its Electronic Municipal Market Access ("EMMA") web portal at "http://emma.msrb.org."

"Rule" shall mean the continuing disclosure requirements of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"State" shall mean the State of Florida.

SECTION 3. PROVISION OF ANNUAL REPORTS.

(a) The Issuer shall, or shall cause the Dissemination Agent to, by not later than April 30th following the end of the prior fiscal year, beginning with the fiscal year ending September 30, 2018 with respect to the report for the 2017-2018 fiscal year, provide to any Repository in electronic format as prescribed by such Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date; provided, further, in such event, unaudited financial statements are required to be delivered as part of the Annual Report in accordance with Section 4(a) below. If the Issuer's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(a).

(b) Not later than fifteen (15) Business Days prior to the date set forth in (a) above, the Issuer shall provide the Annual Report to the Dissemination Agent (if other than the Issuer). If the Issuer is unable to provide to any Repository an Annual Report as required

in subsection (a), the Issuer shall send a notice to such Repository, in electronic format as prescribed by such Repository, in substantially the form attached as Exhibit A.

(c) The Dissemination Agent shall:

(i) determine each year prior to the date for providing the Annual Report the name and address of any Repository;

(ii) if the Dissemination Agent is other than the Issuer, file a report with the Issuer certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, stating the date it was provided and listing any Repository to which it was provided; and

(iii) if the Dissemination Agent is other than the Issuer, the Dissemination Agent shall send a notice to any Repository, in electronic format as prescribed by such Repository, in substantially the form attached as Exhibit A if the Issuer is unable to provide an Annual Report to any Repository as required in subsection (a).

SECTION 4. CONTENT OF ANNUAL REPORTS. The Issuer's Annual Report shall contain or include by reference the following:

(a) the audited financial statements of the Issuer for the prior fiscal year, prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the Issuer's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement related to the Bonds dated November ___, 2018 (the "Official Statement"), and the audited financial statements shall be filed in the same manner as the Annual Report when they become available; and

(b) updates of the historical financial and operating data set forth in the Official Statement under the captions:

(i) Historical Non-Ad Valorem Revenues;
(ii) Debt Service Requirements; and
(iii) Compliance with Anti-Dilution Test

The information provided under Section 4(b) may be included by specific reference to documents, including official statements of debt issues of the Issuer or related public entities, which are available to the public on the Repository's Internet Web site or filed with the Securities and Exchange Commission.

The Issuer reserves the right to modify from time to time the specific types of information provided in its Annual Report or the format of the presentation of such

information, to the extent necessary or appropriate in the judgment of the Issuer; provided that the Issuer agrees that any such modification will be done in a manner consistent with the Rule.

SECTION 5. REPORTING OF SIGNIFICANT EVENTS.

(a) Pursuant to the provisions of this Section 5, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds. Such notice shall be given in a timely manner not in excess of ten (10) business days after the occurrence of the event, with the exception of the event described in number 15 below, which notice shall be given in a timely manner:

1. principal and interest payment delinquencies;

2. non-payment related defaults, if material;

3. unscheduled draws on debt service reserves reflecting financial difficulties;

4. unscheduled draws on credit enhancements reflecting financial difficulties;

5. substitution of credit or liquidity providers, or their failure to perform;

6. adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701 TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

7. modifications to rights of the holders of the Bonds, if material;

8. Bond calls, if material, and tender offers;

9. defeasances;

10. release, substitution, or sale of property securing repayment of the Bonds, if material;

11. ratings changes;

12. an Event of Bankruptcy or similar event of an Obligated Person;

13. the consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

14. appointment of a successor or additional Paying Agent or the change of name of a Paying Agent, if material; and

15. notice of any failure on the part of the Issuer to meet the requirements of Section 3 hereof.

(b) The notice required to be given in paragraph 5(a) above shall be filed with any Repository, in electronic format as prescribed by such Repository.

SECTION 6. IDENTIFYING INFORMATION. In accordance with the Rule, all disclosure filings submitted in pursuant to this Disclosure Certificate to any Repository must be accompanied by identifying information as prescribed by the Repository. Such information may include, but not be limited to:

(a) the category of information being provided;

(b) the period covered by any annual financial information, financial statement or other financial information or operation data;

(c) the issues or specific securities to which such documents are related (including CUSIPs, issuer name, state, issue description/securities name, dated date, maturity date, and/or coupon rate);

(d) the name of any Obligated Person other than the Issuer;

(e) the name and date of the document being submitted;

and

(f) contact information for the submitter.

SECTION 7. TERMINATION OF REPORTING OBLIGATION. The Issuer's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds or if the Rule is repealed or no longer in effect. If such termination occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination in the same manner as for a Listed Event under Section 5.

SECTION 8. DISSEMINATION AGENT. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Issuer pursuant to this Disclosure Certificate.

SECTION 9. AMENDMENT; WAIVER. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate, and any

provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of the Issuer, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the holders or Beneficial Owners of the Bonds in the same manner as provided in the Resolution for amendments to the Resolution with the consent of holders or Beneficial Owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the holders or Beneficial Owners of the Bonds.

Notwithstanding the foregoing, the Issuer shall have the right to adopt amendments to this Disclosure Certificate necessary to comply with modifications to and interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission from time to time.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the Issuer shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5, and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

SECTION 10. ADDITIONAL INFORMATION. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 11. DEFAULT. The continuing disclosure obligations of the Issuer set forth herein constitute a contract with the holders of the Bonds. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate, any holder or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate; provided, however, the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with the provisions of this Disclosure Certificate shall be an action to compel performance. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Resolution.

SECTION 12. DUTIES, IMMUNITIES AND LIABILITIES OF DISSEMINATION AGENT. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Issuer agrees, to the extent permitted by law and solely from Sales Tax Revenues, to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

[Remainder of page intentionally left blank]

SECTION 13. BENEFICIARIES. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriters and holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Dated as November ___, 2018

ESCAMBIA COUNTY, FLORIDA

By:_____
Chairman, Board of County Commissioners

ATTEST:

By:_____
County Administrator

EXHIBIT A

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer:	Escambia, Florida
Name of Bond Issue:	Capital Improvement Refunding Revenue Bonds, Series 2018
Date of Issuance:	November ___, 2018

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by Section 3 and 4(b) of the Continuing Disclosure Certificate dated as of November ___, 2018. The Issuer anticipates that the Annual Report will be filed by _____, _____.

Dated:

ESCAMBIA COUNTY, FLORIDA

By: _____
Name: _____
Title: _____

EXHIBIT C

FORM OF THE CONTINUING DISCLOSURE CERTIFICATE

[FOLLOWS]

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by Escambia County, Florida (the "Issuer") in connection with the issuance of its $_____ Capital Improvement Refunding Revenue Bonds, Series 2018 (the "Bonds"). The Bonds are being issued pursuant to Resolution No. R2018-___, adopted by the Board of County Commissioners of Escambia County, Florida on November 1, 2018, as amended and supplemented from time to time (the "Resolution").

SECTION 1. PURPOSE OF THE DISCLOSURE CERTIFICATE. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the Holders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriters in complying with the continuing disclosure requirements of Securities and Exchange Commission Rule 15c2-12.

SECTION 2. DEFINITIONS. In addition to the definitions set forth in the Resolution which apply to any capitalized term used in this Disclosure Certificate, unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

"Dissemination Agent" shall mean the Issuer, or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

"Event of Bankruptcy" shall be considered to have occurred when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Obligated Person, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Obligated Person.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

"Obligated Person" shall mean any person, including the Issuer, who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all, or part of the obligations on the Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities).

"Participating Underwriters" shall mean the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"Repository" shall mean each entity authorized and approved by the Securities and Exchange Commission from time to time to act as a repository for purposes of complying with the Rule. The Repositories currently approved by the Securities and Exchange Commission may be found by visiting the Securities and Exchange Commission's website at http:/fwww.sec.gov/info/municipal/nrmsir.htm. As of the date hereof, the Repository recognized by the Securities and Exchange Commission for such purpose is the Municipal Securities Rulemaking Board, which currently accepts continuing disclosure submissions through its Electronic Municipal Market Access ("EMMA") web portal at "http://emma.msrb.org."

"Rule" shall mean the continuing disclosure requirements of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"State" shall mean the State of Florida.

SECTION 3. PROVISION OF ANNUAL REPORTS.

(a) The Issuer shall, or shall cause the Dissemination Agent to, by not later than April 30th following the end of the prior fiscal year, beginning with the fiscal year ending September 30, 2018 with respect to the report for the 2017-2018 fiscal year, provide to any Repository in electronic format as prescribed by such Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date; provided, further, in such event, unaudited financial statements are required to be delivered as part of the Annual Report in accordance with Section 4(a) below. If the Issuer's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(a).

(b) Not later than fifteen (15) Business Days prior to the date set forth in (a) above, the Issuer shall provide the Annual Report to the Dissemination Agent (if other than the Issuer). If the Issuer is unable to provide to any Repository an Annual Report as required in subsection (a), the Issuer shall send a notice to such Repository, in electronic format as prescribed by such Repository, in substantially the form attached as Exhibit A.

(c) The Dissemination Agent shall:

(i) determine each year prior to the date for providing the Annual Report the name and address of any Repository;

(ii) if the Dissemination Agent is other than the Issuer, file a report with the Issuer certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, stating the date it was provided and listing any Repository to which it was provided; and

(iii) if the Dissemination Agent is other than the Issuer, the Dissemination Agent shall send a notice to any Repository, in electronic format as prescribed by such Repository, in substantially the form attached as Exhibit A if the Issuer is unable to provide an Annual Report to any Repository as required in subsection (a).

SECTION 4. CONTENT OF ANNUAL REPORTS. The Issuer's Annual Report shall contain or include by reference the following:

(a) the audited financial statements of the Issuer for the prior fiscal year, prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the Issuer's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement related to the Bonds dated November ___, 2018 (the "Official Statement"), and the audited financial statements shall be filed in the same manner as the Annual Report when they become available; and

(b) updates of the historical financial and operating data set forth in the Official Statement under the captions:

(i) Historical Non-Ad Valorem Revenues;
(ii) Debt Service Requirements; and
(iii) Compliance with Anti-Dilution Test

The information provided under Section 4(b) may be included by specific reference to documents, including official statements of debt issues of the Issuer or related public entities, which are available to the public on the Repository's Internet Web site or filed with the Securities and Exchange Commission.

The Issuer reserves the right to modify from time to time the specific types of information provided in its Annual Report or the format of the presentation of such information, to the extent necessary or appropriate in the judgment of the Issuer; provided that the Issuer agrees that any such modification will be done in a manner consistent with the Rule.

SECTION 5. REPORTING OF SIGNIFICANT EVENTS.

(a) Pursuant to the provisions of this Section 5, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds. Such notice shall be given in a timely manner not in excess of ten (10) business days after the occurrence of the event, with the exception of the event described in number 15 below, which notice shall be given in a timely manner:

1. principal and interest payment delinquencies;

2. non-payment related defaults, if material;

3. unscheduled draws on debt service reserves reflecting financial difficulties;

4. unscheduled draws on credit enhancements reflecting financial difficulties;

5. substitution of credit or liquidity providers, or their failure to perform;

6. adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701 TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

7. modifications to rights of the holders of the Bonds, if material;

8. Bond calls, if material, and tender offers;

9. defeasances;

10. release, substitution, or sale of property securing repayment of the Bonds, if material;

11. ratings changes;

12. an Event of Bankruptcy or similar event of an Obligated Person;

13. the consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

14. appointment of a successor or additional Paying Agent or the change of name of a Paying Agent, if material; and

15. notice of any failure on the part of the Issuer to meet the requirements of Section 3 hereof.

(b) The notice required to be given in paragraph 5(a) above shall be filed with any Repository, in electronic format as prescribed by such Repository.

SECTION 6. IDENTIFYING INFORMATION. In accordance with the Rule, all disclosure filings submitted in pursuant to this Disclosure Certificate to any Repository must be accompanied by identifying information as prescribed by the Repository. Such information may include, but not be limited to:

(a) the category of information being provided;

(b) the period covered by any annual financial information, financial statement or other financial information or operation data;

(c) the issues or specific securities to which such documents are related (including CUSIPs, issuer name, state, issue description/securities name, dated date, maturity date, and/or coupon rate);

(d) the name of any Obligated Person other than the Issuer;

(e) the name and date of the document being submitted; and

(f) contact information for the submitter.

SECTION 7. TERMINATION OF REPORTING OBLIGATION. The Issuer's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds or if the Rule is repealed or no longer in effect. If such termination occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination in the same manner as for a Listed Event under Section 5.

SECTION 8. DISSEMINATION AGENT. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Issuer pursuant to this Disclosure Certificate.

SECTION 9. AMENDMENT; WAIVER. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of the Issuer, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule

at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the holders or Beneficial Owners of the Bonds in the same manner as provided in the Resolution for amendments to the Resolution with the consent of holders or Beneficial Owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the holders or Beneficial Owners of the Bonds.

Notwithstanding the foregoing, the Issuer shall have the right to adopt amendments to this Disclosure Certificate necessary to comply with modifications to and interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission from time to time.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the Issuer shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5, and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

SECTION 10. ADDITIONAL INFORMATION. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 11. DEFAULT. The continuing disclosure obligations of the Issuer set forth herein constitute a contract with the holders of the Bonds. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate, any holder or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate; provided, however, the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with the provisions of this Disclosure Certificate shall be an action to compel performance. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Resolution.

SECTION 12. DUTIES, IMMUNITIES AND LIABILITIES OF DISSEMINATION AGENT. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Issuer agrees, to the extent permitted by law and solely from Sales Tax Revenues, to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

[Remainder of page intentionally left blank]

SECTION 13. BENEFICIARIES. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriters and holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Dated as November ___, 2018

ESCAMBIA COUNTY, FLORIDA

By:_____
Chairman, Board of County Commissioners

ATTEST:

PAM CHILDERS,
CLERK OF THE CIRCUIT COURT

By: _____
Deputy Clerk

EXHIBIT A

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer:	Escambia, Florida
Name of Bond Issue:	Capital Improvement Refunding Revenue Bonds, Series 2018
Date of Issuance:	November ___, 2018

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by Section 3 and 4(b) of the Continuing Disclosure Certificate dated as of November ___, 2018. The Issuer anticipates that the Annual Report will be filed by _____, _____.

Dated:

ESCAMBIA COUNTY, FLORIDA

By: _____
Name: _____
Title: _____

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-14988 **County Administrator's Report 13. 23.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 11/01/2018
Issue: Contract Award for Roadway Materials Pricing Agreement
From: Paul Nobles, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Contract Award for the Roadway Materials Pricing Agreement - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board award an Indefinite Quantity, Indefinite Delivery Contract for PD 17-18.096, Roadway Materials Pricing Agreement, to the following firms based on pricing provided, which shall extend for a period of 12 months, with the option to extend for two additional 12-month periods, up to a maximum 36 months renewed upon mutual agreement of both parties, and approve and authorize the County Administrator to sign the Agreements:

A. Roads, Inc. of NWF;
B. Panhandle Grading and Paving, Inc.; and
C. Midsouth Paving, Inc.

[Funding: Fund 352, Local Option Sales Tax III, Cost Center 210107, Object Code 56301, Various Projects – $850,000; Fund 181, Master Drainage Basins, Cost Centers 210719-210736, Object Code 56301 – $50,000; Fund 175, Transportation Trust Fund, Cost Center 210402, Object Code 55301 – $300,000; Fund 401, Solid Waste Management, Cost Center 230309 [Closed Landfills], Object Code 55301 – $50,000; Fund 401, Solid Waste Management, Cost Center 230314 [Operations], Object Code 55301 – $200,000; and Fund 401, Solid Waste Management, Cost Center 230315 [Projects], Object Code 56301 – $500,000]

BACKGROUND:

Invitations to Bid, PD 17-18.096, Roadway Materials Pricing Agreement, were publicly noticed on August 27, 2018 to seven known providers. Bids were received from three providers on September 19, 2018.

BUDGETARY IMPACT:

Fund 352, Local Option Sales Tax III, Cost Center 210107, Object Code 56301, Various Projects – $850,000; Fund 181, Master Drainage Basins, Cost Centers 210719-210736, Object Code 56301 – $50,000; Fund 175, Transportation Trust Fund, Cost Center 210402, Object Code 55301 –$300,000; Fund 401, Solid Waste Management, Cost Center 230309 [Closed Landfills], Object Code 55301 – $50,000; Fund 401, Solid Waste Management, Cost Center 230314 [Operations], Object Code 55301 – $200,000; and Fund 401, Solid Waste Management, Cost Center 230315 [Projects], Object Code 56301 – $500,000

LEGAL CONSIDERATIONS/SIGN-OFF:

Agreements prepared by Senior Assistant County Attorney Kristin Hual.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the agreement prepared by the County Attorney.

Attachments

Bid Tabulation
Agreement Midsouth Paving
Agreement Panhandle Grading and Paving
Agreement Roads, Inc. of NWF
Bid Analytics

Bid Tabulation	**Solicitation Number:**	PD 17-18.096
	Solicitation Name:	Roadway Materials Pricing Materials

Bid Opening Time: 2:00 p.m., CDT **Bid Opening Date:** 9/19/2018 **Bid Opening Location:** Rm 11.407 **Name of Bidder(s)**	Bid Form Completed & Signed	Bid Bond or Check	Letter from Insurance Carrier as Specified in the "Insurance Requirements"	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corportation ID	Certificate of Authority to do Business in the State of Florida	Bid Total
Roads, Inc. of NWF	Yes	Bond	Yes	Yes	Yes	Yes	Yes	See Price List
Panhandle Paving & Grading, Inc.	Yes	Bond	Yes	Yes	Yes	Yes	Yes	See Price List
Midsouth Paving, Inc.	Yes	Bond	Yes	Yes	Yes	Yes	Yes	See Price List

Bids Opened By:	Paul R. Nobles, Purchasing Manager	**Date:**	9/19/2018	**Status:**	
Bids Tabulated By:	Paul R. Nobles, Purchasing Manager	**Date:**	9/19/2018	UNDER REVIEW	
Bids Witnessed By:	Kelly Williams	**Date:**	9/19/2018	**CAR Date: 10/18/2018**	**BOCC Date: 10/18/2018**

Purchasing Manager/Designee recommends to the BOCC: **Awarding an Indefinite Quantity, Indefinite Delivery Contract to Roads, Inc. of NWF, Panhandle Grading and Paving, Inc., and Midsouth Paving, Inc.**

Pursuant to Section 119.07(3)(M), Florida Statute, all document relating to this tabulation are available for public inspection and copying at the Office of Purchasing.

Notes:

Posted: 11:00 a.m., CDT on 10/02/2018

Form Completed By: **PRN**

Solicitation PD 17-18.096 Roadway Materials Pricing Agreement Bid Tabulation				Panhandle Grading & Paving, Inc.		Roads. Inc. of NWF		Midsouth Paving, Inc	
Bid Item #	**Description**	**Quantity**	**Units**	**Delivered**	**Supplied**	**Delivered**	**Supplied**	**Delivered**	**Supplied**
1	Asphalt Concrete, FC 9.5	up to 20	Ton	$120.00	$115.00	$110.00	$100.00	$127.50	$115.00
2	Asphalt Concrete, FC 9.5	21-100	Ton	$105.50	$95.50	$100.00	$90.00	$127.50	$115.00
3	Asphalt Concrete, FC 9.5	101-1000	Ton	$90.50	$85.50	$90.00	$80.00	$112.50	$100.00
4	Asphalt Concrete, FC 9.5	Over 1000	Ton	$90.50	$85.50	$90.00	$80.00	$107.50	$95.00
5	Asphalt Concrete, SP 9.5	up to 20	Ton	$75.20	$65.20	$66.50	$59.45	$82.50	$70.00
6	Asphalt Concrete, SP 9.5	21-100	Ton	$70.20	$65.20	$66.50	$59.45	$80.50	$68.00
7	Asphalt Concrete, SP 9.5	101-1000	Ton	$70.20	$65.20	$66.50	$59.45	$78.50	$66.00
8	Asphalt Concrete, SP 9.5	Over 1000	Ton	$70.20	$64.50	$66.50	$59.45	$72.50	$60.00
9	Asphalt Concrete, SP 12.5	up to 20	Ton	$74.50	$64.50	$64.50	$57.45	$82.50	$70.00
10	Asphalt Concrete, SP 12.5	21-100	Ton	$69.50	$64.50	$64.50	$57.45	$80.50	$68.00
11	Asphalt Concrete, SP 12.5	101-1000	Ton	$69.50	$64.50	$64.50	$57.45	$78.50	$66.00
12	Asphalt Concrete, SP 12.5	Over 1000	Ton	$69.50	$64.50	$64.50	$57.45	$72.50	$60.00
13	Liquid Asphalt Tack	1	Ton	$11.00	$5.00	No Bid	$6.50	$12.50	$6.00
14	#57 Stone	1	Ton	$41.00	$35.00	$45.00	$36.50	$57.50	$45.00
15	Clean Crushed Concrete, 1 1/2" to Fines, No Rebar or Mesh	1	Ton	$30.00	$24.00	$43.00	$33.00	$32.50	$20.00
16	Gabion Concrete, 3"-6", No Rebar or Mesh	1	Ton	$38.00	$32.00	$69.00	$59.00	No Bid	No Bid
17	Rip Rap	1	Ton	$72.00	$60.00	$69.00	$59.00	$74.90	$62.40
18	Used Asphalt Chunks, Clean, No Debris	1	Ton	$28.50	$23.50	$29.00	$22.00	$30.50	$18.00

ROADWAY MATERIALS PRICING AGREEMENT PD 17-18.096

This Agreement is made and entered into by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Street, Pensacola, Florida 32502, and Midsouth Paving, Inc., a foreign for-profit corporation, authorized to conduct business in the State of Florida (hereinafter referred to as "Contractor"), FEI/EIN 01-0692695, whose principal address is 500 Riverhills Business Park, Suite 590, Birmingham, AL 35242, and whose local address is 4375 McCoy Drive, Pensacola, FL 32503.

WITNESSETH:

WHEREAS, on August 27, 2018, the County issued an Invitation to Bid relating to pricing for roadway materials (PD 17-18.096); and

WHEREAS, the County desires to enter into an agreement with Contractor for the provision of purchasing certain roadway materials on an "item-by-item" basis as specified herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. This Agreement shall commence as of the effective date and continue for a term of twelve (12) months with the option to renew for two (2) additional twelve (12) month terms. In no event will the term of this Agreement exceed the duration of thirty-six (36) months from the date of commencement.

3. Scope. Contractor shall perform in accordance with the terms and conditions as outlined in Escambia County's *Invitation to Bid for Roadway Materials Pricing, Specification No. PD 17-18.096*, attached hereto as **Exhibit A**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement will prevail.

4. Pricing. County shall pay Contractor for roadway materials in accordance with the Contractor's Bid Form, attached hereto as **Exhibit B**. The prices shall include all costs of packaging, transporting, delivery and unloading to designated point within Escambia County. All items purchased by the County pursuant to this agreement are subject to post sale audit adjustment. In the event an audit indicates Contractor has not honored quoted price lists and discounts, Contractor will be liable for any and all overage charges.

5. Price Adjustments. Written requests for price adjustment may be made by Contractor every twelve (12) months, no less than 60 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bona fide cost increase to the vendor. Price adjustments will be accomplished by written amendment to this contract approved by the Board of County Commissioners.

6. Purchase Orders. The County shall issue written purchase orders for roadway materials to the Contractor on an as-needed basis. The materials shall be described in detail and the time frame in which delivery needs to be accomplished will be stated in the purchase order.

No minimum quantity of materials is guaranteed during the term of this agreement, and only those ordered pursuant to a purchase order may be compensated.

7. Ordering of the Work. Contractor is one of several firms selected as a vendor for the provision of the same or similar terms pursuant to this Agreement. The County expressly reserves the exclusive right to assign specific purchase orders to the Contractor it deems the most responsive and responsible bidder on an "item-by-item" basis. This Agreement does not guarantee any amount of materials will be ordered from the Contractor.

8. Method of Payment/Billing. Contractor may request payment from County by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of items received and accepted with appropriate supporting documentation. Invoices shall be submitted in duplicate to:

Escambia County Department of Public Works
Division of Road Maintenance
Attn: Wes Moreno
601 Highway 297-A
Cantonment, FL 32533

Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

9. Termination. The County retains the right to terminate this Agreement immediately for cause at any time during the term of the Agreement. This Agreement may be terminated for convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the County shall be paid for materials purchased through the date of termination.

10. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

9. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability with $1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Excess or Umbrella Liability coverage.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

10. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

11. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Midsouth Paving, Inc.
Attention: Timothy G. Mullendore
500 Riverhills Business Park
Suite 590
Birmingham, AL 35242

With copy to: Midsouth Paving, Inc.
Attention: Tunstall B. Perry, IV
4375 McCoy Drive
Pensacola, FL 32503

To: Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice

was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

12 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

13. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

14. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

15. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including but not limited to properly registering as a lobbyist for representation of the County with the appropriate governmental entities as well as making all necessary lobbying reports in a timely manner to the proper authorities.

16. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior

written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

17. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

18. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Jack R. Brown, County Administrator

Date: _____

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk
(SEAL)

BCC Approved: _____

CONTRACTOR: MIDSOUTH PAVING, INC.

ATTEST:

By: _____
Timothy G. Mullendore, President

By: _____
Corporate Secretary
(SEAL)

Date: _____

Approved as to form and legal sufficiency.
By/Title: _____
Date: 10/8/18

ESCAMBIA COUNTY
FLORIDA

INVITATION TO BIDDERS

Roadway Materials Pricing Materials

SPECIFICATION NUMBER PD 17-18.096
BIDS WILL BE RECEIVED UNTIL: **2:00 p.m., CDT, September 19, 2018**
Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32597-1591

Board of County Commissioners

Jeff Bergosh, Chairman
Lumon J. May, Vice Chairman
Steven Barry
Grover C. Robinson IV
Douglas B. Underhill

From:
Paul R. Nobles
Purchasing Manager

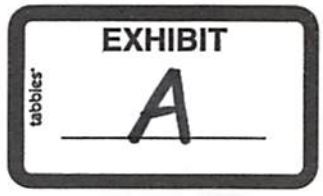
All requests for assistance should be made in writing when possible. Responses will be provided to all known submitters in writing. No verbal responses will be provided.

Assistance:
Paul R. Nobles, CPPO, CPPB, FCN, FCCM
Purchasing Manager
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Tel: (850) 595-4918
e-mail: prnobles@myescambia.com

SPECIAL ACCOMMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening.

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.



Sanctions

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

(a) Rejection/disqualification of submittal
(b) Termination of contracts; or
(c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

3. **Bid Surety**

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **$1,000.00** of the total offer.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful offeror(s) will be returned immediately after the offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the offeror and the County, and/or the offeror accepts the purchase order by signing the solicitation, offer and award form/acceptance copy of same and returning to the County Purchasing department. Any unsuccessful offeror(s) will have the amounts of his cashier's or certified check returned via county warrant promptly after award.

All offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

4. **Questions**

Technical and procurement questions regarding this Request for Proposal shall be directed to Paul R. Nobles, CPPO, CPPB, Purchasing Manager, Telephone (850) 595-4918, Email prnobles@myescambia.com.

5. **Bid Forms**

This Solicitation contains a Solicitation, Offer and Award Form and Bid Form which shall be submitted in a sealed envelope, in duplicate with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

6. **F.O.B. Point**

The F.O.B. point shall be destination within Escambia County. The prices offered shall include all costs of packaging, transporting, delivery and unloading to designated point within Escambia County.

7. **Delivery**

Delivery to be as notified by Escambia County. The quantity will depend upon the County's need at the time of request.

8. **Codes and Regulations**

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

9. **Payment**

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Roads & Bridges
Wes Moreno
601 Hwy 297A
Cantonment, FL 32533

10. **Debris**

Awarded vendor shall be responsible for the prompt removal of all debris, which is a result of this contractual service.

11. **Protection of Property/Security**

All work shall be completed in every respect and accomplished in a professional manner and awarded vendor shall provide for removal of all debris from county property.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

The awarded vendor shall at all times guard against injury to Escambia County employees. The vendor shall properly fence and secure the construction site(s) at all times, including evenings and weekends.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

12. **Compliance with Governing Laws and Regulations**

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The offeror should carefully review these requirements which are detailed in this solicitation.

Contract Information
NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

13. **Contract Term/Renewal/Termination**

A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for additional twelve (12) months periods, up to a maximum thirty-six (36) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.

C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.

D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

14. **Option to Extend the Term of the Contract**

The County may unilaterally extend the term of this contract by written notice to the contractor at least sixty (60) days before the expiration of any contract term. The exercise of the option shall be for the period specified and for the prices listed on the bid/proposal form. All other terms and conditions of the contract shall apply to the option periods. The total duration of this contract, including the exercise of all options, shall not exceed 3.5 years.

15. **Interim Extension of Performance**

After all options have been exercised, and it is determined that interim performance is required to allow for the solicitation and award of a new contract, the County may unilaterally extend the contract for a maximum period of six months. Pricing, delivery and all other terms and conditions of the contract shall apply during this period.

16. **Pricing**

All items sold to the county as a result of this award are subject to post sale audit adjustment. In the event an audit indicates offeror has not honored quoted price lists and discounts, offeror will be liable for any and all overage charges.

17. **Price Adjustment**

The contract resulting from this Solicitation may include provisions for **twelve (12) month**, price adjustments. Written request for price adjustment may be made every **twelve (12) months**, no less than **60** days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bona fide cost increase to the vendor. Adjustment in price shall be accomplished by written amendment to this contract approved by the Board of County Commissioners.

18. **Purchasing Agreements with other Government Agencies**

The submission of any offer in response to this Solicitation constitutes an offer made under the same terms and conditions, for the same contract price, to other governmental agencies, unless otherwise stipulated by the offeror on the bid/proposal form.

Each governmental agency desiring to accept these offers, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials ordered and received by it, and no agency assumes any liability by virtue of this solicitation.

19. **Ordering**

The County will issue release (purchase) orders against the contract on an as needed basis for the supplies or services listed on the bid form.

The County has adopted the Visa Purchasing Card Program. The Visa Purchasing Card may be used for purchases on an as needed basis, for the supplies or sources listed on the bid/proposal form, for less than $1000.00 per individual transaction.

The County can issue vouchers for less than $1000.00 against the contract, on an as needed basis, for the supplies or services listed on the bid/proposal form.

20. **Award**

Award shall be made on an "item-by-item" basis.

Multiple awards will be made based upon responsibility and responsiveness to the needs of the County. It is the intent of the County to place Individual Blanket Orders with the responsive and responsible bidders who can provide the services based upon the needs of the County at the time.

Escambia County reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown on the bid form. It is understood by all bidders that these are only estimated quantities and the County is not obligated to purchase any minimum or maximum amount during the life of this contract.

21. **Termination**

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the county's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

22. **Termination (Public Records Request)**

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

23. **As Specified**

All items delivered shall meet the specifications herein. Items delivered not as specified will be returned at no expense by Escambia County. The County may return, for full credit, any unused items received which fail to meet the County's performance standards.

Insurance Requirements

24. **Standard Insurance Requirements and Certificates**

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

24.01 **County Insurance Required**

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

Workers Compensation Coverage
The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage
The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employer's liability required in the workers compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required
Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a

minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage
Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

Excess or Umbrella Liability Coverage
Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance
Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

4. Designate Escambia County as the certificate holder as follows:
   Escambia County
   Attention: Paul R. Nobles, CPPO, CPPB
   Office of Purchasing, 2nd FL, Room 11.101
   P.O. Box 1591
   Pensacola, FL 32597-1591
   Fax (850) 595-4806

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

25. **Indemnification**

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

SIGN AND RETURN THIS FORM WITH YOUR BIDS**

OFFER/BID FORM

SUBMIT OFFERS TO:

Paul Nobles
Purchasing Manager
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone No: (850)595-4980 Fax No: (850) 595-4806

ESCAMBIA COUNTY FLORIDA
Invitation to Bid

Roadway Materials Pricing Materials

SOLICITATION NUMBER: PD 17-18.096

SOLICITATION

MAILING DATE: August 27, 2018
OFFERS WILL BE RECEIVED UNTIL: **2:00 p.m., CDT, September 19, 2018** and may not be withdrawn within 90 days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER: 01-0692695

TERMS OF PAYMENT: Net 30

DELIVERY DATE WILL BE_____DAYS AFTER RECIEPT OF PURCHASE ORDER.

VENDOR NAME: Midsouth Paving, Inc.
ADDRESS: 4375 McCoy Drive
CITY, ST. & ZIP: Pensacola, FL 32503
PHONE NO.: (850) 433-3001
TOLL FREE NO.: (_____) N/A
FAX NO.: (850) 434-8971

REASON FOR NO OFFER:

BID BOND ATTACHED $ 1,000.00

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror.

Tunstall B. Perry, IV. Vice President
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER
(TYPED OR PRINTED)

SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

***Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.*

Bid Item #	Description	Quantity	Units	Delivered	Supplied
1	Asphalt Concrete, FC 9.5	up to 20 Ton		$127.50	$115.00
2	Asphalt Concrete, FC 9.5	21-100 Ton		$127.50	$115.00
3	Asphalt Concrete, FC 9.5	101-1000 Ton		$112.50	$100.00
4	Asphalt Concrete, FC 9.5	Over 1000 Ton		$107.50	$95.00
5	Asphalt Concrete, SP 9.5	up to 20 Ton		$82.50	$70.00
6	Asphalt Concrete, SP 9.5	21-100 Ton		$80.50	$68.00
7	Asphalt Concrete, SP 9.5	101-1000 Ton		$78.50	$66.00
8	Asphalt Concrete, SP 9.5	Over 1000 Ton		$72.50	$60.00
9	Asphalt Concrete, SP 12.5	up to 20 Ton		$82.50	$70.00
10	Asphalt Concrete, SP 12.5	21-100 Ton		$80.50	$68.00
11	Asphalt Concrete, SP 12.5	101-1000 Ton		$78.50	$66.00
12	Asphalt Concrete, SP 12.5	Over 1000 Ton		$72.50	$60.00
13	Liquid Asphalt Tack	Gallon		$12.50	$6.00
14	#57 Stone	Ton		$57.50	$45.00

EXHIBIT
tabbies
B

PD 17-18.096, Roadway Materials Pricing Materials

Bid Item #	Description	Quantity	Units	Delivered	Supplied
15	Clean Crushed Concrete, 1 1/2" to Fines, No Rebar or Mesh	Ton		$32.50	$20.00
16	Gabion Concrete, 3"-6", No Rebar or Mesh	Ton		N/A	N/A
17	Rip Rap	Ton		$74.90	$62.40
18	Used Asphalt Chunks, Clean, No Debris	Ton		$30.50	$18.00

Material pickup site(s) available

1. 4375 McCoy Drive, Pensacola, FL 32503
2. _____
3. _____

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No._____ Date_____

Addendum No. _____ Date _____ Addendum No._____ Date_____

State of Florida Department of State Certificate of Authority Document Number F09000000465

Terms of Payment (Check one) Net 30 Days X 2% 10th Prox___

By: Tunstall B. Perry, IV.

Signature:_____

Title: Vice President

Address: 4375 McCoy Drive

Pensacola, FL 32503

Person to contact concerning this bid:_____

Tunstall B. Perry, IV.

Phone # 850-433-3001

E-Mail Address: Tunstall.Perry@midsouthpaving.com

Attached to bid you shall find a bid bond, cashier's check or certified check (circle one that applies) in the amount of **$1,000.00.**

ROADWAY MATERIALS PRICING AGREEMENT PD 17-18.096

This Agreement is made and entered into by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Street, Pensacola, Florida 32502, and Panhandle Grading and Paving, Inc., a Florida for-profit corporation, authorized to conduct business in the State of Florida (hereinafter referred to as "Contractor"), FEI/EIN 59-1879185, whose principal address is 2665 Solo Dos Familiaf, Pensacola, FL 32534.

WITNESSETH:

WHEREAS, on August 27, 2018, the County issued an Invitation to Bid relating to pricing for roadway materials (PD 17-18.096); and

WHEREAS, the County desires to enter into an agreement with. Contractor for the provision of purchasing certain roadway materials on an "item-by-item" basis as specified herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. This Agreement shall commence as of the effective date and continue for a term of twelve (12) months with the option to renew for two (2) additional twelve (12) month terms. In no event will the term of this Agreement exceed the duration of thirty-six (36) months from the date of commencement.

3. Scope. Contractor shall perform in accordance with the terms and conditions as outlined in Escambia County's *Invitation to Bid for Roadway Materials Pricing, Specification No. PD 17-18.096*, attached hereto as **Exhibit A**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement will prevail.

4. Pricing. County shall pay Contractor for roadway materials in accordance with the Contractor's Bid Form, attached hereto as **Exhibit B**. The prices shall include all costs of packaging, transporting, delivery and unloading to designated point within Escambia County. All items purchased by the County pursuant to this agreement are subject to post sale audit adjustment. In the event an audit indicates Contractor has not honored quoted price lists and discounts, Contractor will be liable for any and all overage charges.

5. Price Adjustments. Written requests for price adjustment may be made by Contractor every twelve (12) months, no less than 60 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bona fide cost increase to the vendor. Price adjustments will be accomplished by written amendment to this contract approved by the Board of County Commissioners.

6. Purchase Orders. The County shall issue written purchase orders for roadway materials to the Contractor on an as-needed basis. The materials shall be described in detail and the time frame in which delivery needs to be accomplished will be stated in the purchase order. No minimum quantity of materials is guaranteed during the term of this agreement, and only those ordered pursuant to a purchase order may be compensated.

7. Ordering of the Work. Contractor is one of several firms selected as a vendor for the provision of the same or similar terms pursuant to this Agreement. The County expressly reserves the exclusive right to assign specific purchase orders to the Contractor it deems the most responsive and responsible bidder on an "item-by-item" basis. This Agreement does not guarantee any amount of materials will be ordered from the Contractor.

8. Method of Payment/Billing. Contractor may request payment from County by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of items received and accepted with appropriate supporting documentation. Invoices shall be submitted in duplicate to:

Escambia County Department of Public Works
Division of Road Maintenance
Attn: Wes Moreno
601 Highway 297-A
Cantonment, FL 32533

Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

9. Termination. The County retains the right to terminate this Agreement immediately for cause at any time during the term of the Agreement. This Agreement may be terminated for convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the County shall be paid for materials purchased through the date of termination.

10. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

9. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability with $1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Excess or Umbrella Liability coverage.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

10. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

11. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Panhandle Grading and Paving, Inc.	To: Escambia County
Attention: Donald Long	Attention: County Administrator
2665 Solo Dos Familiaf	221 Palafox Place, Suite 420
Pensacola, FL 32534	Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

12 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

13. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

14. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

15. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including but not limited to properly registering as a lobbyist for representation of the County with the appropriate governmental entities as well as making all necessary lobbying reports in a timely manner to the proper authorities.

16. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

17. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

18. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Jack R. Brown, County Administrator

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

Date: _____

By: _____
Deputy Clerk
(SEAL)

BCC Approved: _____

CONTRACTOR: PANHANDLE GRADING AND PAVING, INC.

ATTEST:

By: _____
Donald Long, Vice President

By: _____
Corporate Secretary
(SEAL)

Date: _____

Approved as to form and legal sufficiency.
By/Title: _____
Date: 10/8/18

ESCAMBIA COUNTY
FLORIDA

INVITATION TO BIDDERS

Roadway Materials Pricing Materials

SPECIFICATION NUMBER PD 17-18.096

BIDS WILL BE RECEIVED UNTIL: **2:00 p.m., CDT, September 19, 2018**
Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32597-1591

Board of County Commissioners

Jeff Bergosh, Chairman
Lumon J. May, Vice Chairman
Steven Barry
Grover C. Robinson IV
Douglas B. Underhill

From:
Paul R. Nobles
Purchasing Manager

All requests for assistance should be made in writing when possible. Responses will be provided to all known submitters in writing. No verbal responses will be provided.

Assistance:
Paul R. Nobles, CPPO, CPPB, FCN, FCCM
Purchasing Manager
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Tel: (850) 595-4918
e-mail: prnobles@myescambia.com

SPECIAL ACCOMMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening.

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

Sanctions

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

(a) Rejection/disqualification of submittal
(b) Termination of contracts; or
(c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

3. **Bid Surety**

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **$1,000.00** of the total offer.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful offeror(s) will be returned immediately after the offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the offeror and the County, and/or the offeror accepts the purchase order by signing the solicitation, offer and award form/acceptance copy of same and returning to the County Purchasing department. Any unsuccessful offeror(s) will have the amounts of his cashier's or certified check returned via county warrant promptly after award.

All offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

4. **Questions**

Technical and procurement questions regarding this Request for Proposal shall be directed to Paul R. Nobles, CPPO, CPPB, Purchasing Manager, Telephone (850) 595-4918, Email prnobles@myescambia.com.

5. **Bid Forms**

This Solicitation contains a Solicitation, Offer and Award Form and Bid Form which shall be submitted in a sealed envelope, in duplicate with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

6. **F.O.B. Point**

The F.O.B. point shall be destination within Escambia County. The prices offered shall include all costs of packaging, transporting, delivery and unloading to designated point within Escambia County.

7. **Delivery**

Delivery to be as notified by Escambia County. The quantity will depend upon the County's need at the time of request.

8. **Codes and Regulations**

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

9. **Payment**

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Roads & Bridges
Wes Moreno
601 Hwy 297A
Cantonment, FL 32533

10. **Debris**

Awarded vendor shall be responsible for the prompt removal of all debris, which is a result of this contractual service.

11. **Protection of Property/Security**

All work shall be completed in every respect and accomplished in a professional manner and awarded vendor shall provide for removal of all debris from county property.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

The awarded vendor shall at all times guard against injury to Escambia County employees. The vendor shall properly fence and secure the construction site(s) at all times, including evenings and weekends.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

12. **Compliance with Governing Laws and Regulations**

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The offeror should carefully review these requirements which are detailed in this solicitation.

Contract Information
NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

13. **Contract Term/Renewal/Termination**

A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for additional twelve (12) months periods, up to a maximum thirty-six (36) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.

C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.

D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

14. **Option to Extend the Term of the Contract**

The County may unilaterally extend the term of this contract by written notice to the contractor at least sixty (60) days before the expiration of any contract term. The exercise of the option shall be for the period specified and for the prices listed on the bid/proposal form. All other terms and conditions of the contract shall apply to the option periods. The total duration of this contract, including the exercise of all options, shall not exceed 3.5 years.

15. **Interim Extension of Performance**

After all options have been exercised, and it is determined that interim performance is required to allow for the solicitation and award of a new contract, the County may unilaterally extend the contract for a maximum period of six months. Pricing, delivery and all other terms and conditions of the contract shall apply during this period.

16. **Pricing**

All items sold to the county as a result of this award are subject to post sale audit adjustment. In the event an audit indicates offeror has not honored quoted price lists and discounts, offeror will be liable for any and all overage charges.

17. **Price Adjustment**

The contract resulting from this Solicitation may include provisions for **twelve (12) month**, price adjustments. Written request for price adjustment may be made every **twelve (12) months**, no less than 60 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bona fide cost increase to the vendor. Adjustment in price shall be accomplished by written amendment to this contract approved by the Board of County Commissioners.

18. **Purchasing Agreements with other Government Agencies**

The submission of any offer in response to this Solicitation constitutes an offer made under the same terms and conditions, for the same contract price, to other governmental agencies, unless otherwise stipulated by the offeror on the bid/proposal form.

Each governmental agency desiring to accept these offers, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials ordered and received by it, and no agency assumes any liability by virtue of this solicitation.

19. **Ordering**

The County will issue release (purchase) orders against the contract on an as needed basis for the supplies or services listed on the bid form.

The County has adopted the Visa Purchasing Card Program. The Visa Purchasing Card may be used for purchases on an as needed basis, for the supplies or sources listed on the bid/proposal form, for less than $1000.00 per individual transaction.

The County can issue vouchers for less than $1000.00 against the contract, on an as needed basis, for the supplies or services listed on the bid/proposal form.

20. **Award**

Award shall be made on an "item-by-item" basis.

Multiple awards will be made based upon responsibility and responsiveness to the needs of the County. It is the intent of the County to place Individual Blanket Orders with the responsive and responsible bidders who can provide the services based upon the needs of the County at the time.

Escambia County reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown on the bid form. It is understood by all bidders that these are only estimated quantities and the County is not obligated to purchase any minimum or maximum amount during the life of this contract.

21. **Termination**

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the county's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

22. **Termination (Public Records Request)**

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

23. **As Specified**

All items delivered shall meet the specifications herein. Items delivered not as specified will be returned at no expense by Escambia County. The County may return, for full credit, any unused items received which fail to meet the County's performance standards.

Insurance Requirements

24. **Standard Insurance Requirements and Certificates**

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

24.01 **County Insurance Required**

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

Workers Compensation Coverage
The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage
The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employer's liability required in the workers compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required
Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a

minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage
Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

Excess or Umbrella Liability Coverage
Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance
Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

4. Designate Escambia County as the certificate holder as follows:
   Escambia County
   Attention: Paul R. Nobles, CPPO, CPPB
   Office of Purchasing, 2nd FL, Room 11.101
   P.O. Box 1591
   Pensacola, FL 32597-1591
   Fax (850) 595-4806

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

25. **Indemnification**

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

SIGN AND RETURN THIS FORM WITH YOUR BIDS**

OFFER/BID FORM

SUBMIT OFFERS TO:

Paul Nobles
Purchasing Manager
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone No: (850)595-4980 Fax No: (850) 595-4806

ESCAMBIA COUNTY FLORIDA
Invitation to Bid

Roadway Materials Pricing Materials

SOLICITATION NUMBER: PD 17-18.096

SOLICITATION

MAILING DATE: August 27, 2018
OFFERS WILL BE RECEIVED UNTIL: **2:00 p.m., CDT, September 19, 2018** and may not be withdrawn within 90 days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:

TERMS OF PAYMENT: Net 30

DELIVERY DATE WILL BE N/A DAYS AFTER RECIEPT OF PURCHASE ORDER.

VENDOR NAME: Panhandle Grading & Paving, Inc.
ADDRESS: 2665 Solo Dos Familiaf
CITY, ST. & ZIP: Pensacola, FL. 32534
PHONE NO.: (850) 478-5250
TOLL FREE NO.: ( )
FAX NO.: (850) 479-5901

REASON FOR NO OFFER:

BID BOND ATTACHED $ 1,000.00

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror.

Donald Long - Vice President
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER
(TYPED OR PRINTED)

**
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

***Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.*

Bid Item #	Description	Quantity	Units	Delivered	Supplied
1	Asphalt Concrete, FC 9.5	up to 20 Ton	Ton	$120.00	$115.00
2	Asphalt Concrete, FC 9.5	21-100 Ton	Ton	$105.50	$95.50
3	Asphalt Concrete, FC 9.5	101-1000 Ton	Ton	$90.50	$85.50
4	Asphalt Concrete, FC 9.5	Over 1000 Ton	Ton	$90.50	$85.50
5	Asphalt Concrete, SP 9.5	up to 20 Ton	Ton	$75.20	$65.20
6	Asphalt Concrete, SP 9.5	21-100 Ton	Ton	$70.20	$65.20
7	Asphalt Concrete, SP 9.5	101-1000 Ton	Ton	$70.20	$65.20
8	Asphalt Concrete, SP 9.5	Over 1000 Ton	Ton	$70.20	$65.20
9	Asphalt Concrete, SP 12.5	up to 20 Ton	Ton	$74.50	$64.50
10	Asphalt Concrete, SP 12.5	21-100 Ton	Ton	$69.50	$64.50
11	Asphalt Concrete, SP 12.5	101-1000 Ton	Ton	$69.50	$64.50
12	Asphalt Concrete, SP 12.5	Over 1000 Ton	Ton	$69.50	$64.50
13	Liquid Asphalt Tack	Gallon	Gallon	$11.00	$5.00
14	#57 Stone	Ton	Ton	$41.00	$35.00

EXHIBIT
tabbies
B

PD 17-18.096, Roadway Materials Pricing Materials

Bid Item #	Description	Quantity	Units	Delivered	Supplied
15	Clean Crushed Concrete, 1 1/2" to Fines, No Rebar or Mesh	Ton	Ton	$30.00	$24.00
16	Gabion Concrete, 3"-6", No Rebar or Mesh	Ton	Ton	$38.00	$32.00
17	Rip Rap	Ton	Ton	$72.00	$60.00
18	Used Asphalt Chunks, Clean, No Debris	Ton	Ton	$28.50	$23.50

Material pickup site(s) available

1. 55 E. Quintette Rd Cantonment, FL 32533
2. 6108 Wastle Rd Milton, FL 32583
3. 2665 Solo Dos Familiaf Pensacola, FL 32534

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No._____ Date_____

Addendum No. _____ Date _____ Addendum No._____ Date_____

State of Florida Department of State Certificate of Authority Document Number_____

Terms of Payment (Check one) Net 30 Days X 2% 10th Prox___

By: Donald Long

Signature:

Title: Vice President

Address: 2665 Solo Dos Familiaf

Pensacola, FL 32534

Person to contact concerning this bid:

Brad McLaughlin - Operations Manager

Phone # (850) 478-5250

E-Mail Address: brad@panhandlegradingandpaving.com

Attached to bid you shall find a bid bond, cashier's check or certified check (circle one that applies) in the amount of **$1,000.00.**

ROADWAY MATERIALS PRICING AGREEMENT PD 17-18.096

This Agreement is made and entered into by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Street, Pensacola, Florida 32502, and Roads, Inc. of NWF, a Florida for-profit corporation, authorized to conduct business in the State of Florida (hereinafter referred to as "Contractor"), FEI/EIN 59-3598732, whose principal address is 106 Stone Boulevard, Cantonment, FL 32533.

WITNESSETH:

WHEREAS, on August 27, 2018, the County issued an Invitation to Bid relating to pricing for roadway materials (PD 17-18.096); and

WHEREAS, the County desires to enter into an agreement with Contractor for the provision of purchasing certain roadway materials on an "item-by-item" basis as specified herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. This Agreement shall commence as of the effective date and continue for a term of twelve (12) months with the option to renew for two (2) additional twelve (12) month terms. In no event will the term of this Agreement exceed the duration of thirty-six (36) months from the date of commencement.

3. Scope. Contractor shall perform in accordance with the terms and conditions as outlined in Escambia County's *Invitation to Bid for Roadway Materials Pricing, Specification No. PD 17-18.096*, attached hereto as **Exhibit A**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement will prevail.

4. Pricing. County shall pay Contractor for roadway materials in accordance with the Contractor's Bid Form, attached hereto as **Exhibit B**. The prices shall include all costs of packaging, transporting, delivery and unloading to designated point within Escambia County. All items purchased by the County pursuant to this agreement are subject to post sale audit adjustment. In the event an audit indicates Contractor has not honored quoted price lists and discounts, Contractor will be liable for any and all overage charges.

5. Price Adjustments. Written requests for price adjustment may be made by Contractor every twelve (12) months, no less than 60 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bona fide cost increase to the vendor. Price adjustments will be accomplished by written amendment to this contract approved by the Board of County Commissioners.

6. Purchase Orders. The County shall issue written purchase orders for roadway materials to the Contractor on an as-needed basis. The materials shall be described in detail and the time frame in which delivery needs to be accomplished will be stated in the purchase order. No minimum quantity of materials is guaranteed during the term of this agreement, and only those ordered pursuant to a purchase order may be compensated.

7. Ordering of the Work. Contractor is one of several firms selected as a vendor for the provision of the same or similar terms pursuant to this Agreement. The County expressly reserves the exclusive right to assign specific purchase orders to the Contractor it deems the most responsive and responsible bidder on an "item-by-item" basis. This Agreement does not guarantee any amount of materials will be ordered from the Contractor.

8. Method of Payment/Billing. Contractor may request payment from County by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of items received and accepted with appropriate supporting documentation. Invoices shall be submitted in duplicate to:

Escambia County Department of Public Works
Division of Road Maintenance
Attn: Wes Moreno
601 Highway 297-A
Cantonment, FL 32533

Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

9. Termination. The County retains the right to terminate this Agreement immediately for cause at any time during the term of the Agreement. This Agreement may be terminated for convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the County shall be paid for materials purchased through the date of termination.

10. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

9. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability with $1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Excess or Umbrella Liability coverage.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

10. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

11. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Roads, Inc. of NWF
Attention: Cody Rawson
106 Stone Boulevard
Cantonment, FL 32533

To: Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

12 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

13. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

14. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

15. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including but not limited to properly registering as a lobbyist for representation of the County with the appropriate governmental entities as well as making all necessary lobbying reports in a timely manner to the proper authorities.

16. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

17. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

18. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Jack R. Brown, County Administrator

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

Date: _____

By: _____
Deputy Clerk
(SEAL)

BCC Approved: _____

CONTRACTOR:
ROADS, INC. OF NWF

ATTEST:

By: _____
Cody Rawson, President

By: _____
Corporate Secretary
(SEAL)

Date: _____

Approved as to form and legal sufficiency.

By/Title: _____
Date: 10/18/18

ESCAMBIA COUNTY
FLORIDA

INVITATION TO BIDDERS

Roadway Materials Pricing Materials

SPECIFICATION NUMBER PD 17-18.096

BIDS WILL BE RECEIVED UNTIL: **2:00 p.m., CDT, September 19, 2018**
Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32597-1591

Board of County Commissioners

Jeff Bergosh, Chairman
Lumon J. May, Vice Chairman
Steven Barry
Grover C. Robinson IV
Douglas B. Underhill

From:
Paul R. Nobles
Purchasing Manager

All requests for assistance should be made in writing when possible. Responses will be provided to all known submitters in writing. No verbal responses will be provided.

Assistance:
Paul R. Nobles, CPPO, CPPB, FCN, FCCM
Purchasing Manager
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Tel: (850) 595-4918
e-mail: prnobles@myescambia.com

SPECIAL ACCOMMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening.

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

Sanctions

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

(a) Rejection/disqualification of submittal
(b) Termination of contracts; or
(c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

3. **Bid Surety**

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **$1,000.00** of the total offer.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful offeror(s) will be returned immediately after the offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the offeror and the County, and/or the offeror accepts the purchase order by signing the solicitation, offer and award form/acceptance copy of same and returning to the County Purchasing department. Any unsuccessful offeror(s) will have the amounts of his cashier's or certified check returned via county warrant promptly after award.

All offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

4. **Questions**

Technical and procurement questions regarding this Request for Proposal shall be directed to Paul R. Nobles, CPPO, CPPB, Purchasing Manager, Telephone (850) 595-4918, Email prnobles@myescambia.com.

5. **Bid Forms**

This Solicitation contains a Solicitation, Offer and Award Form and Bid Form which shall be submitted in a sealed envelope, in duplicate with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

6. **F.O.B. Point**

The F.O.B. point shall be destination within Escambia County. The prices offered shall include all costs of packaging, transporting, delivery and unloading to designated point within Escambia County.

7. **Delivery**

Delivery to be as notified by Escambia County. The quantity will depend upon the County's need at the time of request.

8. **Codes and Regulations**

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

9. **Payment**

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Roads & Bridges
Wes Moreno
601 Hwy 297A
Cantonment, FL 32533

10. **Debris**

Awarded vendor shall be responsible for the prompt removal of all debris, which is a result of this contractual service.

11. **Protection of Property/Security**

All work shall be completed in every respect and accomplished in a professional manner and awarded vendor shall provide for removal of all debris from county property.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

The awarded vendor shall at all times guard against injury to Escambia County employees. The vendor shall properly fence and secure the construction site(s) at all times, including evenings and weekends.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

12. **Compliance with Governing Laws and Regulations**

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The offeror should carefully review these requirements which are detailed in this solicitation.

Contract Information
NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

13. **Contract Term/Renewal/Termination**

A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for additional twelve (12) months periods, up to a maximum thirty-six (36) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.

C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.

D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

14. **Option to Extend the Term of the Contract**

The County may unilaterally extend the term of this contract by written notice to the contractor at least sixty (60) days before the expiration of any contract term. The exercise of the option shall be for the period specified and for the prices listed on the bid/proposal form. All other terms and conditions of the contract shall apply to the option periods. The total duration of this contract, including the exercise of all options, shall not exceed 3.5 years.

15. **Interim Extension of Performance**

After all options have been exercised, and it is determined that interim performance is required to allow for the solicitation and award of a new contract, the County may unilaterally extend the contract for a maximum period of six months. Pricing, delivery and all other terms and conditions of the contract shall apply during this period.

16. **Pricing**

All items sold to the county as a result of this award are subject to post sale audit adjustment. In the event an audit indicates offeror has not honored quoted price lists and discounts, offeror will be liable for any and all overage charges.

17. **Price Adjustment**

The contract resulting from this Solicitation may include provisions for **twelve (12) month**, price adjustments. Written request for price adjustment may be made every **twelve (12) months**, no less than **60** days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bona fide cost increase to the vendor. Adjustment in price shall be accomplished by written amendment to this contract approved by the Board of County Commissioners.

18. **Purchasing Agreements with other Government Agencies**

The submission of any offer in response to this Solicitation constitutes an offer made under the same terms and conditions, for the same contract price, to other governmental agencies, unless otherwise stipulated by the offeror on the bid/proposal form.

Each governmental agency desiring to accept these offers, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials ordered and received by it, and no agency assumes any liability by virtue of this solicitation.

19. **Ordering**

The County will issue release (purchase) orders against the contract on an as needed basis for the supplies or services listed on the bid form.

The County has adopted the Visa Purchasing Card Program. The Visa Purchasing Card may be used for purchases on an as needed basis, for the supplies or sources listed on the bid/proposal form, for less than $1000.00 per individual transaction.

The County can issue vouchers for less than $1000.00 against the contract, on an as needed basis, for the supplies or services listed on the bid/proposal form.

20. **Award**

Award shall be made on an "item-by-item" basis.

Multiple awards will be made based upon responsibility and responsiveness to the needs of the County. It is the intent of the County to place Individual Blanket Orders with the responsive and responsible bidders who can provide the services based upon the needs of the County at the time.

Escambia County reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown on the bid form. It is understood by all bidders that these are only estimated quantities and the County is not obligated to purchase any minimum or maximum amount during the life of this contract.

21. **Termination**

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the county's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

22. **Termination (Public Records Request)**

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

23. **As Specified**

All items delivered shall meet the specifications herein. Items delivered not as specified will be returned at no expense by Escambia County. The County may return, for full credit, any unused items received which fail to meet the County's performance standards.

Insurance Requirements

24. **Standard Insurance Requirements and Certificates**

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

24.01 **County Insurance Required**

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

Workers Compensation Coverage
The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage
The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employer's liability required in the workers compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required
Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a

minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage
Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

Excess or Umbrella Liability Coverage
Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance
Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

4. Designate Escambia County as the certificate holder as follows:
   Escambia County
   Attention: Paul R. Nobles, CPPO, CPPB
   Office of Purchasing, 2nd FL, Room 11.101
   P.O. Box 1591
   Pensacola, FL 32597-1591
   Fax (850) 595-4806

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

25. **Indemnification**

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

SIGN AND RETURN THIS FORM WITH YOUR BIDS**

OFFER/BID FORM

SUBMIT OFFERS TO:

Paul Nobles
Purchasing Manager
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone No: (850)595-4980 Fax No: (850) 595-4806

ESCAMBIA COUNTY FLORIDA
Invitation to Bid

Roadway Materials Pricing Materials

SOLICITATION NUMBER: PD 17-18.096

SOLICITATION

MAILING DATE: August 27, 2018
OFFERS WILL BE RECEIVED UNTIL: **2:00 p.m., CDT, September 19, 2018** and may not be withdrawn within 90 days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER: 59-3598732

TERMS OF PAYMENT: Net 30 Days

DELIVERY DATE WILL BE_____DAYS AFTER RECIEPT OF PURCHASE ORDER.

VENDOR NAME: Roads, Inc. of NWF
ADDRESS: 106 Stone Boulevard
CITY, ST. & ZIP: Cantonment, FL 32533
PHONE NO.: (850) 968-0991
TOLL FREE NO.: (_____) do not have
FAX NO.: (850) 968-0996

REASON FOR NO OFFER:

BID BOND ATTACHED $ 1,000.00

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror.

Cody Rawson, President
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER
(TYPED OR PRINTED)

**
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.

Bid Item #	Description	Quantity	Units	Delivered	Supplied
1	Asphalt Concrete, FC 9.5	up to 20 Ton	TN	$110.00	$100.00
2	Asphalt Concrete, FC 9.5	21-100 Ton	TN	$100.00	$90.00
3	Asphalt Concrete, FC 9.5	101-1000 Ton	TN	$90.00	$80.00
4	Asphalt Concrete, FC 9.5	Over 1000 Ton	TN	$90.00	$80.00
5	Asphalt Concrete, SP 9.5	up to 20 Ton	TN	$66.50	$59.45
6	Asphalt Concrete, SP 9.5	21-100 Ton	TN	$66.50	$59.45
7	Asphalt Concrete, SP 9.5	101-1000 Ton	TN	$66.50	$59.45
8	Asphalt Concrete, SP 9.5	Over 1000 Ton	TN	$66.50	$59.45
9	Asphalt Concrete, SP 12.5	up to 20 Ton	TN	$64.50	$57.45
10	Asphalt Concrete, SP 12.5	21-100 Ton	TN	$64.50	$57.45
11	Asphalt Concrete, SP 12.5	101-1000 Ton	TN	$64.50	$57.45
12	Asphalt Concrete, SP 12.5	Over 1000 Ton	TN	$64.50	$57.45
13	Liquid Asphalt Tack	Gallon	GAL	NO BID	$6.50
14	#57 Stone	Ton	TN	$45.00	$36.50

EXHIBIT
tabbies
B

PD 17-18.096, Roadway Materials Pricing Materials

Bid Item #	Description	Quantity	Units	Delivered	Supplied
15	Clean Crushed Concrete, 1 1/2" to Fines, No Rebar or Mesh	Ton	TN	$43.00	$33.00
16	Gabion Concrete, 3"-6", No Rebar or Mesh	Ton	TN	$69.00	$59.00
17	Rip Rap	Ton	TN	$69.00	$59.00
18	Used Asphalt Chunks, Clean, No Debris	Ton	TN	$29.00	$22.00

Material pickup site(s) available

1. 106 Stone Boulevard - Cantonment, FL 32533
2. _____
3. _____

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No._____ Date_____

Addendum No. _____ Date _____ Addendum No._____ Date_____

State of Florida Department of State Certificate of Authority Document Number P99000085237

Terms of Payment (Check one) Net 30 Days x 2% 10th Prox___

By: Cody Rawson

Signature: _____

Title: President

Address: 106 Stone Boulevard

Cantonement, FL 32533

Person to contact concerning this bid: _____

Stevan Hite

Phone # (850) 968-0991

E-Mail Address: stevan@roadsinc.com

Attached to bid you shall find a bid bond, cashier's check or certified check (circle one that applies) in the amount of **$1,000.00.**

Analytics

for 'Roadway Materials Pricing Agreement'

Expired Solicitations / Expired Solicitation / Analytics

Solicitation Gate Status: Not Gated

Download Gate Status: Not Gated

Total Views: 206

Unique Views: 4

Total Downloads: 112

Unique Downloads: 2

Emails

EXPORT TO EXCEL

Event Date	Email	Subject	Event
3/28/2018 2:19 PM	bellviewsite@bellsouth.net	Escambia County - Roadway Materials Pricing Agreement	Delivered
3/28/2018 2:19 PM	bids@thecj.com	Escambia County - Roadway Materials Pricing Agreement	Delivered
3/28/2018 2:19 PM	bids@thecj.com	Escambia County - Roadway Materials Pricing Agreement	Delivered
3/28/2018		Escambia County -	

Event Date	Email	Subject	Event
3/28/2018 2:19 PM	ekay@watcofloors.com	Escambia County - Roadway Materials Pricing Agreement	Delivered
3/28/2018 2:19 PM	gulfstates1@gmail.com	Escambia County - Roadway Materials Pricing Agreement	Delivered
3/28/2018 2:19 PM	gulfstates2@gmail.com	Escambia County - Roadway Materials Pricing Agreement	Delivered
3/28/2018 2:19 PM	josh@panhandlegradingandpaving.com	Escambia County - Roadway Materials Pricing Agreement	Delivered
3/28/2018 2:19 PM	Lee.nejberger@watcofloors.com	Escambia County - Roadway Materials Pricing Agreement	Delivered
3/28/2018 2:19 PM	mindy.smallwood@midsouthpaving.com	Escambia County - Roadway Materials Pricing Agreement	Delivered
3/28/2018 2:19 PM	phillip@mcdirt.net	Escambia County - Roadway Materials Pricing Agreement	Delivered
3/28/2018 2:19 PM	tbperry@apac.com	Escambia County - Roadway Materials Pricing Agreement	Delivered
3/28/2018 4:00 PM	gulfstates2@gmail.com	Escambia County - Roadway Materials Pricing Agreement	Clicked

Downloads and Views

EXPORT TO EXCEL

Event Date	Company Name	Event
8/29/2018 12:15 AM	DH and Company	Viewed
8/29/2018 12:15 AM	DH and Company	Downloaded
8/29/2018 12:15 AM	DH and Company	Downloaded
8/30/2018 12:24 PM	mcdirt industries inc	Viewed
8/30/2018 12:24 PM	mcdirt industries inc	Downloaded
8/30/2018 12:26 PM	mcdirt industries inc	Downloaded
9/12/2018 9:19 AM	Kellwell Food Management	Viewed
9/13/2018 5:57 AM	DH and Company	Viewed
9/14/2018 10:36 PM	Online Data Services, LLC	Viewed
9/19/2018 12:40 AM	Online Data Services, LLC	Viewed

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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15048 **County Administrator's Report 13. 1.**
BCC Regular Meeting **Discussion**
Meeting Date: 11/01/2018
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 F.S. 932.7055(5) for Outside Agency partners in Escambia County for Fiscal Year 2018/2019:

A. Covenant Alzheimer's Services, in the amount of $5,000;

B. Fellowship of Christian Athletes, in the amount of $800;

C. Pace Center for Girls, in the amount of $20,000;

D. Epps Christian Center, Inc., in the amount of $2,500; and

E. Waterfront Rescue Mission, Inc., in the amount of $2,500.

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

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

BACKGROUND:

Per F.S. 932.7055(5), certain law enforcement activities generate a revenue stream that must be appropriated into the Law Enforcement Trust to be expended by the Sheriff. These funds support various law enforcement related activities in Escambia County.

List of Agencies with amount (appropriate backup for each agency is attached):

Covenant Alzheimer's Services. - $5,000
Fellowship of Christian Athletes - $800
Pace Center for Girls - $20,000
Epps Christian Center Inc. - $2,500
Waterfront Rescue Mission Inc. - $2,500

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
These funds may be expended upon request by the sheriff to the board of county commissioners or by the chief of police to the governing body of the municipality, accompanied by a written certification that the request complies with the provisions of this subsection, and only upon appropriation to the sheriff's office or police department by the board of county commissioners or the governing body of the municipality.

IMPLEMENTATION/COORDINATION:
N/A

Attachments

Covenant Alzheimer's Services
Fellowship of Christian Athletes
Pace Center for Girls
Epps Christian Center Inc
Waterfront Rescue Mission Inc

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630

LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

October 5, 2018

Covenant Alzheimer's Services
Attn: Aaron West
5041 N. 12th Avenue, Pensacola FL 32504

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated 2 October, 2018.

Dear Aaron West,

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 $5000. The Sheriff has submitted your request to the Escambia County Board of County Commissioner with his written certification that the funds will be used for a purpose authorized by law.

Your request for LET funding, as approved by the Sheriff, is now awaiting review by the Escambia County Board of County Commissioners. The funds cannot be provided to you until your request is approved by the Board.

Please contact the County Commissioner for your district for information on the status of your request.

Point of contact in this matter is Daniel Capozzolo, C.F.O. administrative assistant at 850-436-9949.

FLORIDA
ACCREDITED

ESCAMBIA COUNTY SHERIFF'S OFFICE
APPLICATION FOR
STATE LAW ENFORCEMENT TRUST FUND MONIES

ALL Requests MUST have a justification statement (Page 2) that encourages one of the following areas: (Check the appropriate box or boxes)

☐ CRIME PREVENTION ☐ DRUG PREVENTION ☐ DRUG EDUCATION ☑ SAFE NEIGHBORHOOD

Funds will be used for: (Check the appropriate box)

☐ PROMOTE CRIME/DRUG ABUSE PREVENTION OR ☑ DIRECT SUPPORT

The Documents listed below MUST be attached to your request: (Check the appropriate boxes)

☑ 501c3 or c4 OR ☐ NOT-FOR-PROFIT AND ☑ W-9 AND ☑ CERTICATE OF EXEMPTION

To be considered the Application MUST be Completed, Signed and ALL Documentation Attached

ORGANIZATION/AGENCY NAME: Covenant Alzheimer's Services DATE 10/02/2018

POINT OF CONTACT Aaron West PH# (850) 202-5809

EMAIL ADDRESS: AaronWest@ChooseCovenant.org ☑ INITIAL REQUEST ☐ PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) 11/01/2018 AMOUNT REQUESTED: ~~$ 10,000~~ $5K

CHECK PAYABLE TO: Covenant Alzheimer's Services

COMPLETE MAILING ADDRESS: ☐ NEW ADDRESS

Street 5041 N. 12th Ave City Pensacola State FL Zip Code 32504

CERTIFICATION STATEMENT

1. As required by Florida law, the requested funds will be used for the purpose specified above, and no other purpose.
2. My agency shall, as required by Florida law, maintain records of these funds and provide such reports as may be requested by the Sheriff.
3. I have the appropriate authority (Board Member) on behalf of the requesting agency.
   a. To submit this application and to ensure funds are used for the purposes specified herein.
   b. To cause the required accounting and reporting of these funds.

All representations in this application are true to the best of my knowledge and belief AW (Initial)

NAME OF CERTIFYING OFFICIAL
Aaron West

TITLE OF CERTIFYING OFFICIAL
Vice President, Advancement

SIGNATURE (Digital)
A West

DATE
10/02/2018

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
CFO		☑	☐	
LEGAL		☑	☐	
CHIEF		☑	☐	AMOUNT APPROVED $5,000.00
SHERIFF	DA	☑	☐	I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055(5)
CFO ASSISTANT				DAVID MORGAN, SHERIFF

Date processed 10/5/18

DATE 10/5/2018

ORIGINAL

ORGANIZATION/AGENCY NAME:

Covenant Alzheimer's Services

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 Project Lifesaver program is administered by Covenant Care and provides tracking devices to individuals suffering from Alzheimer's and Dementia. This is a critical component of safety for Escambia County, FL residents and here is why:

Alzheimer's patients have a tendency to wander, become lost and are many times unable to communicate their names and where they live. This is an unfortunate behavior of the disease and causes stress, anxiety and danger for the individual, their family and communities.

Search crews (including ESCO Deputies) spend an average of eight hours looking for a lost dementia patient who is not equipped with a technological tracking or identification device. With Project Lifesaver, we have been able to reduce search times to less than one hour, saving thousands of dollars in manpower, fuel, equipment and time. Additionally, families and communities experience greater comfort.

Covenant Care hosts the Project Lifesaver program throughout Northwest Florida. We provide services and devices and maintain a secure database to track patients and maintain critical equipment. Your deputies complete the circle of services by conducting searches for lost individuals. We are thankful for their service.

Covenant Care receives NO LOCAL, STATE or FEDERAL funding to support the Project Lifesaver program. We rely solely on fundraising and community support to offer this program. In 2017, this community service program cost Covenant Care over $75,000 to administer on behalf of local public safety agencies.

Funds requested from ESCO will be used to purchase Project Lifesaver transmitters, batteries and wristbands and support costs associated with searches, maintenance and operations.

Covenant Care will recognize the ESCO at all 2019 events as an Annual Partner.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: MAR 30 2001

Employer Identification Number:
59-3394242
DLN:
17053027764031
Contact Person:
RONALD D BELL
ID# 31185
Contact Telephone Number:
(877) 829-5500
Our Letter Dated:
February 1997
Addendum Applies:
No

ALZHEIMERS FAMILY SERVICES INC
3454 E OLIVE RD
PENSACOLA, FL 32514

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization that is not a private foundation until the expiration of your advance ruling period.

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization of the type described in section 509(a)(1) and 170(b)(1)(A)(vi).

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return or the date the return is filed. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

ALZHEIMERS FAMILY SERVICES INC

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,

Steven T. Miller
Director, Exempt Organizations

0000183 10/13/16

FLORIDA

Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 10/15

85-8013728923C-6	12/31/2016	12/31/2021	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

ALZHEIMERS FAMILY SERVICES INC
1901 N PALAFOX ST
PENSACOLA FL 32501-2142

RECEIVED 10/24/16 AM

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

FLORIDA

Important Information for Exempt Organizations

DR-14
R. 10/15

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Form **W-9**
(Rev. 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.
Alzheimer's Family Services, Inc

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
5041 N. 12th Avenue

Requester's name and address (optional)

6 City, state, and ZIP code
Pensacola, FL 32504

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
59 - 3394242

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ▶ [signature] | **Date** ▶ 10/3/18

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.*

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

October 11, 2018

Fellowship of Christian Athletes
Attn: Heather Jones
4900 Bayou Blvd Suite 212, Pensacola FL 32503

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated 4 October, 2018.

Dear Heather Jones,

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 or other law enforcement purposes has been reviewed and approved by the Sheriff for the amount of $800. The Sheriff has submitted your request to the Escambia County Board of County Commissioner with his written certification that the funds will be used for a purpose authorized by law.

Your request for LET funding, as approved by the Sheriff, is now awaiting review by the Escambia County Board of County Commissioners. The funds cannot be provided to you until your request is approved by the Board.

Please contact the County Commissioner for your district for information on the status of your request.

Point of contact in this matter is Daniel Capozzolo, C.F.O. administrative assistant at 850-436-9949.

FLORIDA
ACCREDITED

ESCAMBIA COUNTY SHERIFF'S OFFICE
APPLICATION FOR
STATE LAW ENFORCEMENT TRUST FUND MONIES

ALL Requests MUST have a justification statement (Page 2) that encourages one of the following areas: (Check the appropriate box or boxes)

☐ CRIME PREVENTION ☑ DRUG PREVENTION ☐ DRUG EDUCATION ☐ SAFE NEIGHBORHOOD

Funds will be used for: (Check the appropriate box)

☐ PROMOTE CRIME/DRUG ABUSE PREVENTION OR ☑ DIRECT SUPPORT

The Documents listed below MUST be attached to your request: (Check the appropriate boxes)

☑ 501c3 or c4 OR ☐ NOT-FOR-PROFIT AND ☐ W-9 AND ☑ CERTICATE OF EXEMPTION

To be considered the Application MUST be Completed, Signed and ALL Documentation Attached

ORGANIZATION/AGENCY NAME: Fellowship of Christian Athletes of Northwest Florida DATE 10/04/2018

POINT OF CONTACT Heather Jones PH# (850) 449-2134

EMAIL ADDRESS: hjones@fca.org ☐ INITIAL REQUEST ☑ PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) 11/01/2018 AMOUNT REQUESTED: $ 800 ✓

CHECK PAYABLE TO: Fellowship of Christian Athletes

COMPLETE MAILING ADDRESS: ☐ NEW ADDRESS

Street 4900 Bayou Blvd. Ste. 212 City Pensacola State FL Zip Code 32503

CERTIFICATION STATEMENT

1. As required by Florida law, the requested funds will be used for the purpose specified above, and no other purpose.
2. My agency shall, as required by Florida law, maintain records of these funds and provide such reports as may be requested by the Sheriff.
3. I have the appropriate authority (Board Member) on behalf of the requesting agency.
   a. To submit this application and to ensure funds are used for the purposes specified herein.
   b. To cause the required accounting and reporting of these funds.

All representations in this application are true to the best of my knowledge and belief HMJ (Initial)

NAME OF CERTIFYING OFFICIAL
Steve Bobe

TITLE OF CERTIFYING OFFICIAL
Board Chairman

SIGNATURE (Digital)
BOBE.STEPHEN.ALAN.1251327242 Digitally signed by BOBE.STEPHEN.ALAN.1251327242 Date: 2018.10.05 09:28:38 -05'00'

DATE
05 October 2018

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
CFO		✓	☐	
LEGAL		✓	☐	
CHIEF		✓	☐	AMOUNT APPROVED $800.00
SHERIFF		✓	☐	I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055(5)

CFO ASSISTANT Date processed 10/11/18

DAVID MORGAN, SHERIFF

DATE 10/11/2018

ORIGINAL

ORGANIZATION/AGENCY NAME:

Fellowship of Christian Athletes of Northwest Florida

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 FCA Joe Durant Golf Tournament is an annual fundraising event that provides FCA with the resources needed to host 7 sports banquets throughout the school year for the athletes and coaches of Escambia and Santa Rosa counties. We are requesting a donation of $800 to cover a sponsorship as well as a 4-person team from the Sheriff's Office to compete in the tournament on Nov 1. We will welcome approximately 3000 athletes and coaches at our banquets this year. The banquets provide a platform to encourage and inspire athletes and coaches to live a life based on FCA's core values of Integrity, Serving, Teamwork and Excellence. Athletes and coaches will be given the opportunity to make a commitment to live and compete Drug and Alcohol free through FCA's "One Way to Play-Drug and Alcohol Free" program. The main portion of expenses for the banquets include food and guest speaker fees, which is covered entirely by the funds raised through the FCA Joe Durant Golf Tournament. We invite 2 guests from the Escambia County Sheriff's Office to attend any of the banquets throughout the school year, and will send event information to your office. Our first banquet is Tuesday, November 13th at First Baptist Church of Pensacola at 6PM.

Internal Revenue Service - Department of the Treasury
District Director

March 11, 1997

Delaware-Maryland District
31 Hopkins Plaza, Baltimore, MD 21201

P.O. Box 13163
Baltimore, MD 21203

Fellowship of Christian Athletes
8701 Leeds Road
Kansas City MO 64129-1626

Employer Identification Number:
44-0610626

Person to Contact:
EP/EO Tax Examiner
Telephone Number: (410) 962-6058

Dear Sir/Madam:
This is in response to your inquiry requesting a copy of the letter which granted tax exempt status to the above named organization.

Our records show that the organization was granted exemption from Federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) effective August 1956. We have also determined that the organization is not a private foundation because it is described in sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you under section 170 of the Code.

As of January 1, 1984, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of $100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

You are required to file Form 990, Return of Organization Exempt From Income Tax, only if your gross receipts each year are normally more than $25,000. However, if you receive a Form 990 package in the mail, please file the return even if you do not exceed the gross receipts test. If you are not required to file, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally $25,000 or less, and sign the return.

A copy of our letter certifying the status of the organization is not available, however, this letter may be used to verify your tax-exempt status.

Because this letter could help resolve any questions about your exempt status, it should be kept in your permanent records.

Sincerely yours,

Paul M. Harrington
District Director

0000010 09/24/15

DEPARTMENT OF REVENUE

Consumer's Certificate of Exemption

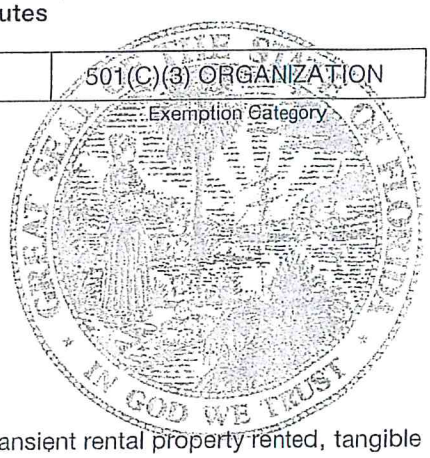
DR-14
R. 04/11

Issued Pursuant to Chapter 212, Florida Statutes

85-8012661236C-2	08/31/2015	08/31/2020	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

FELLOWSHIP OF CHRISTIAN ATHLETES INC
PENSACOLA
4900 BAYOU BLVD STE 212
PENSACOLA FL 32503-2533



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.

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.

Fellowship of Christian Athletes

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) ▶ NTEE

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.

8701 Leeds Rd

6 City, state, and ZIP code

Kansas City, MO 64126

7 List account number(s) here (optional)

Requester's name and address (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

4	4	–	0	6	1	0	6	2	6

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 ▶** Heather Jones Digitally signed by Heather Jones DN: cn=Heather Jones, o, ou, email=h.m.jones@cox.net, c=US Date: 2018.10.09 16:52:22 -05'00' | **Date ▶** 10-9-2018

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.*

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

October 16, 2018

PACE Center for Girls
Attn: Laurie Rodgers
1028 Underwood Avenue, Pensacola, FL 32504

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated October 11, 2018.

Dear Laurie Rodgers

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 or other law enforcement purposes has been reviewed and approved by the Sheriff for the amount of $20,000. The Sheriff has submitted your request to the Escambia County Board of County Commissioner with his written certification that the funds will be used for a purpose authorized by law.

Your request for LET funding as approved by the Sheriff is now awaiting review by the Escambia County Board of County Commissioners. The funds cannot be provided to you until your request is approved by the Board.

Please contact the County Commissioner for your district for information on the status of your request.

Point of contact in this matter is Daniel Capozzolo, C.F.O. administrative assistant at 850-436-9949.

FLORIDA
ACCREDITED

ESCAMBIA COUNTY SHERIFF'S OFFICE
APPLICATION FOR
STATE LAW ENFORCEMENT TRUST FUND MONIES

ALL Requests MUST have a justification statement (Page 2) that encourages one of the following areas: (Check the appropriate box or boxes)

☑ CRIME PREVENTION ☑ DRUG PREVENTION ☑ DRUG EDUCATION ☐ SAFE NEIGHBORHOOD

Funds will be used for: (Check the appropriate box)

☐ PROMOTE CRIME/DRUG ABUSE PREVENTION OR ☑ DIRECT SUPPORT

The Documents listed below MUST be attached to your request: (Check the appropriate boxes)

☑ 501c3 or c4 OR ☐ NOT-FOR-PROFIT AND ☑ W-9 AND ☑ CERTICATE OF EXEMPTION

To be considered the Application MUST be Completed, Signed and ALL Documentation Attached

ORGANIZATION/AGENCY NAME: PACE Center for Girls DATE 10/11/2018

POINT OF CONTACT Laurie Rodgers PH# (850) 478-7060

EMAIL ADDRESS: laurie.rodgers@pacecenter.org ☑ INITIAL REQUEST ☐ PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) 01/25/2019 AMOUNT REQUESTED: $ 20,000

CHECK PAYABLE TO: PACE Center for Girls

COMPLETE MAILING ADDRESS: ☐ NEW ADDRESS

Street 1028 Underwood Ave City Pensacola State FL Zip Code 32504

CERTIFICATION STATEMENT

1. As required by Florida law, the requested funds will be used for the purpose specified above, and no other purpose.
2. My agency shall, as required by Florida law, maintain records of these funds and provide such reports as may be requested by the Sheriff.
3. I have the appropriate authority (Board Member) on behalf of the requesting agency.
   a. To submit this application and to ensure funds are used for the purposes specified herein.
   b. To cause the required accounting and reporting of these funds.

All representations in this application are true to the best of my knowledge and belief | (Initial)

NAME OF CERTIFYING OFFICIAL Laurie Rodgers

TITLE OF CERTIFYING OFFICIAL Regional Executive Director

SIGNATURE (Digital) Laurie Rodgers

DATE 10/11/2018

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
CFO		☑	☐	
LEGAL		☑	☐	
CHIEF		☑	☐	AMOUNT APPROVED: $20,000.00
SHERIFF		☑	☐	I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055(5)
CFO ASSISTANT		Date processed 10/16/18		DAVID MORGAN, SHERIFF 10/16/2018 DATE

ORIGINAL

ORGANIZATION/AGENCY NAME:

PACE Center for Girls

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

Please see attached letter outlining the use of the SLET Funds we are requesting

(Justification of Funds)

pace
Center for Girls

October 11, 2018

Dear Sheriff Morgan and Escambia Board of County Commissioners,

With your continued support, we are helping young women make better decisions, harness their inner strength and grow academically and socially, creating the future women and mothers in our community. We thank you for your generous contributions that support our nationally recognized, gender-responsive program model that reduces recidivism and improves school success, employment and self-sufficiency amongst the girls we have the privilege to serve.

PACE Center for Girls serves girls at their points of greatest vulnerability. The common thread among all our girls is a history of trauma caused by sexual abuse, physical abuse, family instability, bullying, poverty and being told far too often that they are hopeless. By the numbers, of all the girls served at our facility from April 2018 through July 2018:

- 76% were failing one or more classes at time of enrollment and 48% had been suspended or expelled from school
- 42% reported drug/alcohol abuse and 27% had run away from home
- 47% had mental health disorders and a history of self-mutilation
- 28% reported suicidal ideation or had previously attempted suicide
- 35% had involvement with the Juvenile Justice System

PACE matters to the girls we serve; absent of a supportive environment, these statistics place them on a path toward personal failure and incarceration. Fortunately, we understand the relationship between victimization and delinquency. At PACE, girls receive academic instruction paired with individualized counseling, life skills training, career preparation, and goal-setting to create a learning environment where each girl is empowered and equipped to unleash her own unique potential.

More than 3,000 girls have been transformed by PACE Escambia – Santa Rosa since opening our doors in 1994. PACE's proof of success in found in our outcomes of the girls served at our facility:

- 97% improved academically overall
- 90% maintained an attendance rate of 89% of higher
- 100% participated in monthly community volunteer activities
- 88% of girls who were on probation at time of enrollment remained crime-free

We hope you will consider the impact that our program has on the young women in Escambia and Santa Rosa counties. We have been honored to recognize the Sheriff's Department as the presenting sponsor of our annual Believing in Girls Society Event for the past three years and would be grateful for your participation and support once again for our February 7, 2019 fundraiser. The funding we are requesting from the State Law Enforcement Trust Fund will support our operations at PACE, allowing each girl we serve the opportunity to heal, grow and create her brighter future.

Thank you for believing in girls,

Laurie Rodgers, MS
Regional Executive Director
PACE Center for Girls Escambia – Santa Rosa

IRS Department of the Treasury
Internal Revenue Service

CINCINNATI OH 45999-0038

In reply refer to: 0248121964
Feb. 13, 2015 LTR 4168C 0
59-2414492 000000 00
00038527
BODC: TE

PACE CENTER FOR GIRLS INC
1 W ADAMS ST STE 301
JACKSONVILLE FL 32202-3644

013271

Employer Identification Number: 59-2414492
Person to Contact: Ms.Mitchell
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Feb. 04, 2015, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in November 1985.

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(s) 509(a)(1) and 170(b)(1)(A)(ii).

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.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

Internal Revenue Service
District Director

Department of the Treasury

DEC 5 1985

Employer Identification Number: 59-2414492 DEC 11 1985

Accounting Period Ending: December 31

Form 990 Required: ☒ Yes ☐ No

Pace Center for Girls, Inc.
1700 Atlantic National Bank Building
Jacksonville, FL 32202

Person to Contact: Estella Carr/sae

Contact Telephone Number: (404) 331-4516

File Folder Number: 580065494

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code.

We have further determined that you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in section 170(b)(1)(A)(ii) & 509(a)(1).

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. Also, you should inform us of all changes in your name or address.

As of January 1, 1984, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of $100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, you are not automatically exempt from other Federal excise taxes. If you have any questions about excise, employment, or other Federal taxes, please let us know.

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.

The box checked in the heading of this letter shows whether you must file Form 990, Return of Organization Exempt from Income Tax. If Yes is checked, you are required to file Form 990 only if your gross receipts each year are normally more than $25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. The law imposes a penalty of $ day, up to a maximum of $5,000, when a return is filed late, unless there reasonable cause for the delay.

(over)

P. O. Box 1055, Atlanta, GA 30370

Letter 947(DO) (Rev. 10-83)

0000022 03/17/16

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
85-8012587760C-9	08/31/2016	08/31/2021	501(C)(3) ORGANIZATION

This certifies that

PACE CENTER FOR GIRLS INC
1 W ADAMS ST STE 301
JACKSONVILLE FL 32202-3644

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

FLORIDA

Important Information for Exempt Organizations

DR-14
R. 10/15

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Form **W-9**
(Rev. 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.
PACE Center for Girls, 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) ▶ Not-for-profit

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.)
One West Adams Street, Suite 301

Requester's name and address (optional)

6 City, state, and ZIP code
Jacksonville, FL 32202

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	–	2	4	1	4	4	9	2

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 ▶ [signature] Date ▶ 5/24/17

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.

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

October 16, 2018

Epps Christian Center, Inc.
Attn: Sylvia Tisdale
P.O. Box 1564, Pensacola FL 32591

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated October 4, 2018.

Dear Sylvia Tisdale,

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 $2500. The Sheriff has submitted your request to the Escambia County Board of County Commissioner with his written certification that the funds will be used for a purpose authorized by law.

Your request for LET funding, as approved by the Sheriff, is now awaiting review by the Escambia County Board of County Commissioners. The funds cannot be provided to you until your request is approved by the Board.

Please contact the County Commissioner for your district for information on the status of your request.

Point of contact in this matter is Daniel Capozzolo, C.F.O. administrative assistant at 850-436-9949.

FLORIDA
ACCREDITED

ESCAMBIA COUNTY SHERIFF'S OFFICE
APPLICATION FOR
STATE LAW ENFORCEMENT TRUST FUND MONIES

ALL Requests MUST have a justification statement (Page 2) that encourages one of the following areas: (Check the appropriate box or boxes)

☐ CRIME PREVENTION ☐ DRUG PREVENTION ☐ DRUG EDUCATION ☑ SAFE NEIGHBORHOOD

Funds will be used for: (Check the appropriate box)

☐ PROMOTE CRIME/DRUG ABUSE PREVENTION OR ☑ DIRECT SUPPORT

The Documents listed below MUST be attached to your request: (Check the appropriate boxes)

☑ 501c3 or c4 OR ☐ NOT-FOR-PROFIT AND ☐ W-9 AND ☐ CERTICATE OF EXEMPTION

To be considered the Application MUST be Completed, Signed and ALL Documentation Attached

ORGANIZATION/AGENCY NAME: Epps Christian Center, Inc. DATE 10/04/2018

POINT OF CONTACT Sylvia E. Tisdale PH# (850) 572-5761

EMAIL ADDRESS: sylviatisdale@aol.com ☑ INITIAL REQUEST ☐ PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) 11/05/2018 AMOUNT REQUESTED: ~~$ 2,000~~ 2,500.00

CHECK PAYABLE TO: Epps Christian Center, Inc.

COMPLETE MAILING ADDRESS: ☐ NEW ADDRESS

Street P.O. Box 1564 City Pensacola State Fl Zip Code 32591

CERTIFICATION STATEMENT

1. As required by Florida law, the requested funds will be used for the purpose specified above, and no other purpose.
2. My agency shall, as required by Florida law, maintain records of these funds and provide such reports as may be requested by the Sheriff.
3. I have the appropriate authority (Board Member) on behalf of the requesting agency.
   a. To submit this application and to ensure funds are used for the purposes specified herein.
   b. To cause the required accounting and reporting of these funds.

All representations in this application are true to the best of my knowledge and belief SET (Initial)

NAME OF CERTIFYING OFFICIAL Sylvia E. Tisdale

TITLE OF CERTIFYING OFFICIAL CEO

SIGNATURE (Digital) Sylvia E. Tisdale Digitally signed by Sylvia E. Tisdale Date: 2018.10.04 17:00:51 -05'00'

DATE 10/04/2018

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
CFO		☑	☐	
LEGAL		☑	☐	
CHIEF		☑	☐	AMOUNT APPROVED $2,500.00
SHERIFF		☑	☐	I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055(5)

CFO ASSISTANT Date processed 10/16/18

DAVID MORGAN, SHERIFF

DATE 10/16/2018

1/2018

ORIGINAL

ORGANIZATION/AGENCY NAME:

Epps Christian Center, 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

Based in the heart of the Englewood Community that is often plagued with drugs and crime, Epps Christian Center, Inc. operates as a Safe Haven in the Neighborhood for the hungry, hurting, and the homeless. Epps Christian Center's doors are open daily to provide hot breakfast meals to the homeless and the needy. We also provide educational and prevention services for individuals suffering from drug addiction and being released from prison. Monthly speakers and referral services are provided. Epps Christian Center partners with the Justified Incarcerated Prison ministry to offer referral services to inmates being released from prison. We also serve our homeless veterans and offer them referral services to get back on their feet.

Epps Christian Center services Pensacola (zip code 32505). Holiday times are normally filled with sadness, depression and disappointment because often, the less fortunate cannot provide for themselves or their families. Epps Christian Center will again serve the less fortunate and the senior citizens in our community during our 12th Annual Thanksgiving Day.

Our Thanksgiving Day for the community will be Saturday, November 17, 2018 at the Epps Christian Center, 2300 North Pace Blvd from 10 am to 2 pm.

Monies donated will support Safe Neighborhoods by providing community members with a hot thanksgiving meal as well as providing frozen and non-perishable foods, and fresh fruit and vegetable boxes. Toiletry items will also be purchased for care bags to distribute. We anticipate serving over 500 individuals and families. These items will provide hope to those less fortunate and promote Safe Neighborhoods, discouraging thefts, robberies and providing comfort to those in need during this holiday season. Any funds not used for this event will be used to continue our services to those in need.

We appreciate any support you can give us in making this a blessed Holiday for the homeless, hungry, and the hurting this season and throughout the year.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: SEP 30 2009

EPPS CHRISTIAN CENTER INC
PO BOX 1564
PENSACOLA, FL 32591

Employer Identification Number:
36-4495645
DLN:
17053187344029
Contact Person:
MARILYN COLEMAN ID# 31511
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(i)
Form 990 Required:
No
Effective Date of Exemption:
August 28, 2009
Contribution Deductibility:
Yes
Addendum Applies:
Yes

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.

0000004 03/11/17

FLORIDA

Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 10/15

85-8012565510C-6	05/31/2017	05/31/2022	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

EPPS CHRISTIAN CENTER INC
2300 N PACE BLVD
PENSACOLA FL 32505-5722

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

FLORIDA

Important Information for Exempt Organizations

DR-14
R. 10/15

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Form **W-9**
(Rev. 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.
EPPS Christian Center

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.
2300 N Pace Blvd

Requester's name and address (optional)

6 City, state, and ZIP code
Pensacola FL 32505

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

3	6	-	4	4	9	5	6	45

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** ▶ Epps Christian Ctr Lay Sylvia Tibbs | **Date** ▶ 10/15/18

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.*

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

October 18, 2018

Waterfront Rescue Mission Inc
Attn: Angie Ishee
P.O. Box 870, Pensacola FL 32591

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated 12 October, 2018.

Dear Angie Ishee,

We have received your request to provide your organization with funds from the Escambia Law Enforcement Trust (LET) fund. Your request for funding for Crime Prevention, Drug Prevention, Drug Education or other law enforcement purposes has been reviewed and approved by the Sheriff for the amount of $2500. The Sheriff has submitted your request to the Escambia County Board of County Commissioner with his written certification that the funds will be used for a purpose authorized by law.

Your request for LET funding, as approved by the Sheriff, is now awaiting review by the Escambia County Board of County Commissioners. The funds cannot be provided to you until your request is approved by the Board.

Please contact the County Commissioner for your district for information on the status of your request.

Point of contact in this matter is Daniel Capozzolo, C.F.O. administrative assistant at 850-436-9949.

FLORIDA
ACCREDITED

ESCAMBIA COUNTY SHERIFF'S OFFICE
APPLICATION FOR
STATE LAW ENFORCEMENT TRUST FUND MONIES

ALL Requests MUST have a justification statement (Page 2) that encourages one of the following areas: (Check the appropriate box or boxes)

☑ CRIME PREVENTION ☑ DRUG PREVENTION ☑ DRUG EDUCATION ☐ SAFE NEIGHBORHOOD

Funds will be used for: (Check the appropriate box)

☐ PROMOTE CRIME/DRUG ABUSE PREVENTION OR ☑ DIRECT SUPPORT

The Documents listed below MUST be attached to your request: (Check the appropriate boxes)

☑ 501c3 or c4 OR ☐ NOT-FOR-PROFIT AND ☑ W-9 AND ☑ CERTICATE OF EXEMPTION

To be considered the Application MUST be Completed, Signed and ALL Documentation Attached

ORGANIZATION/AGENCY NAME: Waterfront Rescue Mission, Inc. DATE 10/12/18

POINT OF CONTACT Angie Ishee PH# 850-542-4511

EMAIL ADDRESS: aishee@waterfrontmission.org ☑ INITIAL REQUEST ☐ PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) 12/31/2018 AMOUNT REQUESTED: ~~$15,000~~ $2,500.00

CHECK PAYABLE TO: Waterfront Rescue Mission, Inc

COMPLETE MAILING ADDRESS: ☐ NEW ADDRESS

Street P.O. BOX 870 City Pensacola State FL Zip Code 32591

CERTIFICATION STATEMENT

1. As required by Florida law, the requested funds will be used for the purpose specified above, and no other purpose.
2. My agency shall, as required by Florida law, maintain records of these funds and provide such reports as may be requested by the Sheriff.
3. I have the appropriate authority (Board Member) on behalf of the requesting agency.
   a. To submit this application and to ensure funds are used for the purposes specified herein.
   b. To cause the required accounting and reporting of these funds.

All representations in this application are true to the best of my knowledge and belief | (Initial)

NAME OF CERTIFYING OFFICIAL Devin K. Simmons

TITLE OF CERTIFYING OFFICIAL President

SIGNATURE (Digital) Devin K. Simmons Digitally signed by Devin K. Simmons Date: 2018.10.16 12:44:23 -05'00'

DATE 10/16/2018

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
CFO		☑	☐	
LEGAL		☑	☐	
CHIEF	Not Available	☐	☐	AMOUNT APPROVED $2,500.00
SHERIFF		☑	☐	I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055(5)

CFO ASSISTANT Date processed 10/18/18

DAVID MORGAN, SHERIFF

DATE 10/18/2018

1/2018

ORIGINAL

ORGANIZATION/AGENCY NAME:

Waterfront Rescue Mission, Inc.

Per Florida State Statute Florida Statutes - Chapter 932.7055(5) - Such funds may be used only for school resource officer, Crime Prevention, Drug Abuse Education, Drug Prevention Programs or Safe Neighborhood or such other law enforcement purposes as the board of county commissioners or governing body of the municipality deems appropriate. PROVIDE A DESCRIPTION OF HOW YOUR AGENCY WILL BE USING THE FUNDING

JUSTIFICATION

REQUIRED INFORMATION

THIS APPLICATION CANNOT BE PROCESSED WITHOUT A JUSTIFICATION STATEMENT EXPLAINING YOUR PLANNED USE FOR FUNDING:

Be as specific as possible when describing how the monies will to be used in the effort to encourage Crime Prevention; Drug Education; Drug Prevention or Safe Neighborhoods.

YOU MAY PROVIDE ADDITIONAL PAGES WITH INFORMATION AS AN ATTACHMENT.

Begin Typing Here

Waterfront Rescue Mission respectfully request $15,000 from the Law Enforcement Trust Funds (LEFT) to help underwrite the costs of the Recovery and Career Development Program.

Waterfront Rescue Mission serves homeless and drug or alcohol-addicted men through the Recovery and Career Development Program. The program is an evidence-based, 12-month, comprehensive intervention that offers men addiction counseling, personal and career education, and job-related services. Program objectives support men to return to the community as self-sufficient individuals, free of debilitating addictions. Graduates transition to affordable housing upon completion of the program.

Current Need in Escambia and Santa Rosa Counties

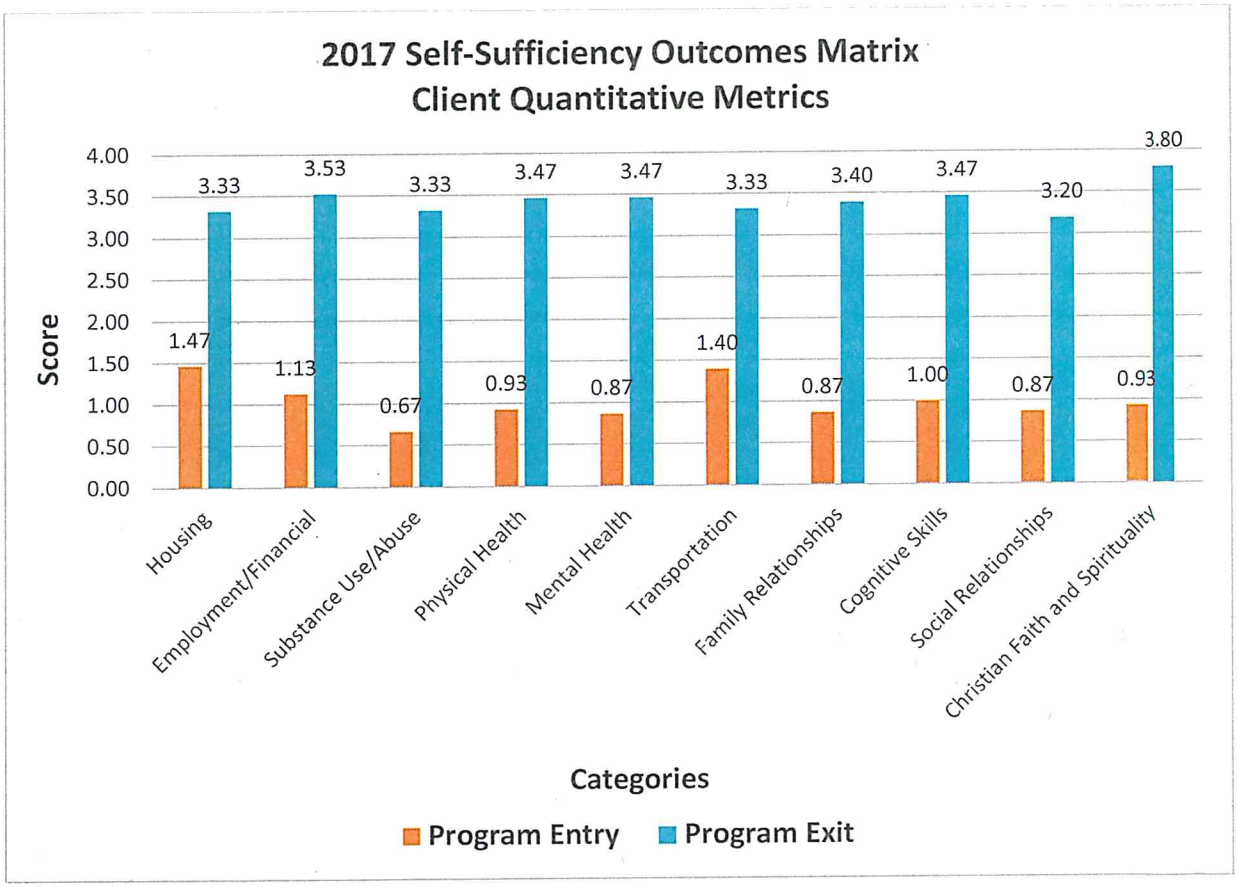
Opening Doors Northwest Florida released its most recent Point in Time statistics for 2018. These statistics are collected annually on one night through a coordinated effort among America's Continuum of Care communities, and has become a reliable national indicator of the occurrence of homelessness in communities. In 2018, the Point-in-Time Count (PIT) in Escambia and Santa Rosa counties found homeless individuals living in tenuous housing situations: Unsheltered – 257, Transitional – 251, Emergency – 236, Total – 632 unduplicated individuals. It is estimated that each homeless individual costs tax-payers $31,000 per year in expenses related to non-violent offenses such as trespassing, public intoxication or sleeping in parks, as well as costs of jail stays, emergency room visits, and hospitalization. The number rises to $53,000 annually for those with mental health issues which includes drug and alcohol addiction disorder. In 2017, the PIT Count reported that 24 percent of persons were diagnosed with severe mental disorders and 20 percent suffered from drug or alcohol addiction. The staff at the Mission have reported that persons suffering from opioid substance abuse are also enrolling in the Recovery and Career Development Program.

The focus of this application is drug treatment intervention through the Recovery and Career Development Program. See Attached Justification and Self-Sufficiency Outcomes Measurement Tool.

Recovery and Career Development Program at Waterfront Rescue Mission

Waterfront Rescue Mission, entering its 70th year of serving the Pensacola community, has been in the process of enhancing the Recovery and Career Development Program, to provide additional support, coaching, encouragement, and accountability to clients as they are preparing to re-enter society and the workforce. Based on substance-abuse research, outcomes improve in direct relation to length of stay in a program. The men's Recovery Phase and the Career Development Phase were combined, extending the entire program to 12 months. This concentration is helping men achieve even better outcomes on their path from recovery to resilience. The extended program resulted in a $5,000 per person increase in cost. The cost per person is $41 per day during the Recovery Phase, and $71 per day during the Career Development Phase.

The Recovery and Career Development Program utilizes a Self-Sufficiency Outcomes Measurement tool (SSOM) that helps men progress along a continuum of accomplishments. The SSOM includes benchmarks in housing, employment, financial, substance abuse, physical health, mental health, transportation, family relationships, cognitive skills, social relations, and faith and spirituality. The benchmarks are measured on a 0 - 4 scale and are converted to a grade (4 highest or "A" grade, 0 lowest or "F" grade). In 2017, the majority of clients in most categories enrolled in the Recovery and Career Development program entered with a "D" grade or worse and left with a "B" grade or better. As seen in the chart below, lives are being changed.



In 2019, the Recovery and Career Development Program projects at least 150 men will enroll in the program, and approximately 50 percent will complete the entire program. Many men who complete the program will go directly back into a job they held before the program. Waterfront continuously accepts men into the program as they progress on individualized treatment and education plans. In 2017, the Mission received 231 referrals from community partners for the Recovery and Career Development Program. These include law enforcement agencies, nonprofit partners, churches, hospitals, and individuals.

Request and Community Impact

Waterfront Rescue Mission respectfully requests a generous grant of $15,000 to help underwrite the costs of the Recovery and Career Development Program. For every man who gains back his life through drug and alcohol recovery, the community will save. The Mission's goal to fully graduate 75 men into addiction-free lives will make an additional positive impact on crime prevention, addiction treatment, and workforce development.

Leveraging the SLET Funds in the Community

The Sheriff's Office funding is further leveraged through the Mission's high benefit to cost ratio of 7:1. Every dollar invested in Waterfront Rescue Mission Programs results in a seven-dollar impact on poverty overall, known as the Robin Hood Factor. The Robin Hood Factor is a nationally utilized algorithm that calculates a nonprofit-organization's impact on poverty in its target community as a result of its combined programs.

The recovery of one man's life has multiple, positive impacts to the community at large beginning with family and friends and spreading to work and fellowship. At Waterfront Rescue Mission we are fulfilling our mission by restoring resiliency to hundreds of people and strengthening community institutions in doing so. We hope the Escambia County Sheriff's Office, through the State Law Enforcement Trust Fund, will join us in this important work.

Internal Revenue Service

Department of the Treasury

P. O. Box 2508
Cincinnati, OH 45201

Date: May 3, 2000

Person to Contact:
Sheena Wallace 31-04021
Customer Service Representative
Toll Free Telephone Number:
8:00 a.m. to 9:30 p.m. EST
877-829-5500
Fax Number:
513-263-3756
Federal Identification Number:
59-0838106

Waterfront Rescue Mission Inc.
112 W. Cervantes St.
Pensacola, FL 32501-3128

Dear Sir or Madam:

This letter is in response to your request for a copy of your organization's determination letter. This letter will take the place of the copy you requested.

Our records indicate that a determination letter issued in January 1964 granted your organization exemption from federal income tax under section 501(c)(3) of the Internal Revenue Code. That letter is still in effect.

Based on information subsequently submitted, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in section 509(a)(2).

This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's sources of support, or its character, method of operations, or purposes have changed, please let us know so we can consider the effect of the change on the exempt status and foundation status of your organization.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than $25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of $20 a day, up to a maximum of $10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of $100 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes.

Donors may deduct contributions to your organization as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to your organization or for its use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Waterfront Rescue Mission Inc.
59-0838106

Your organization is not required to file federal income tax returns unless it is subject to the tax on unrelated business income under section 511 of the Code. If your organization is subject to this tax, it must file an income tax return on the Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your organization's present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

The law requires you to make your organization's annual return available for public inspection without charge for three years after the due date of the return. You are also required to make available for public inspection a copy of your organization's exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. You can charge only a reasonable fee for reproduction and actual postage costs for the copied materials. The law does not require you to provide copies of public inspection documents that are widely available, such as by posting them on the Internet (World Wide Web). You may be liable for a penalty of $20 a day for each day you do not make these documents available for public inspection (up to a maximum of $10,000 in the case of an annual return).

Because this letter could help resolve any questions about your organization's exempt status and foundation status, you should keep it with the organization's permanent records.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

This letter affirms your organization's exempt status.

Sincerely,

John E. Ricketts
Director, TE/GE CAS

0000026 01/25/14

FLORIDA DEPARTMENT OF REVENUE

Consumer's Certificate of Exemption

DR-14
R. 04/11

Issued Pursuant to Chapter 212, Florida Statutes

85-8012672177C-8	02/28/2014	02/28/2019	RELIGIOUS-PHYSICAL PLACE
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

THE WATERFRONT RESCUE MISSION INC
350 W HERMAN ST
PENSACOLA FL 32505-5249

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

FLORIDA 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.

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.

Waterfront Rescue Mission, 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.

380 West Herman Street

6 City, state, and ZIP code

Pensacola, FL 32505

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

5	9	–	0	8	3	8	1	0	6

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 ▶** Andrew Brantley **Date ▶** 5/24/18

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.*

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15096 **County Administrator's Report 13. 2.**
BCC Regular Meeting **Discussion**
Meeting Date: 11/01/2018
Issue: Local Government Area of Opportunity for RFA 2018-110 Housing Credit Financing for Affordable Housing Developments Located in Medium Counties
From: Tonya Gant, Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Local Government Area of Opportunity for RFA 2018-110 Housing Credit Financing for Affordable Housing Developments Located in Medium Counties - Tonya Gant, Neighborhood & Human Services Director

That the Board select one development and approve and authorize the County Administrator or Assistant County Administrator to sign the Local Government Verification of Contribution Loan Form in support of the Local Government Area of Opportunity for RFA 2018-110 Housing Credit Financing for Affordable Housing Developments located in Medium Counties.

[Funding: Escambia County Housing Finance Authority; Fund 120, SHIP; and/or Fund 124, Affordable Housing]

BACKGROUND:

In May 2017, the Board authorized an application process for developers seeking a minimum local government contribution in order to apply for housing tax credits through the Florida Housing Finance Corporation (FHFC) competitive tax credits cycle. For this fiscal year, FHFC is NOT requiring developers to secure a local government contribution as a mandatory component of the application for the 9% Housing Tax Credit applications under RFA 2018-110 Housing Credit Financing for Affordable Housing Developments Located in Medium Counties.

FHFC released the draft request for applications (RFA) on August 21 for RFA 2018-110. FHFC has set several special funding goals for this RFA, which would give developments a priority for funding if they meet one of the goals. The goals

are one development sponsored by a not for profit, one assisted living facility development, two family developments that qualify in a geographic area of opportunity or a small area difficult to develop areas, and two developments that receive funding from a local government area of opportunity. This last category, the local government area of opportunity will require a local government to select only ONE development for funding and commit to providing the following funding based on construction type:

Building Type	Minimum Funding Amount for RFA 2018-110
Garden-Wood (New Construction)	$354,000
Garden-Concrete (New Construction)	$425,625
Mid-Rise-Wood (New Construction)	$425,625
Mid-Rise-Concrete (New Construction)	$469,313
Hi-Rise (New Construction)	$560,250
Garden (Rehabilitation)	$297,563
Non-Garden (Rehabilitation)	$419,250

On September 20, 2018, the Board approved designation of a Local Government Area of Opportunity and provision of homeless and set aside units as part of the application. Applications are due to County staff October 12. RFA 2018-110 was issued by FHFC on September 6 and was originally due to the State on October 23. Due to Hurricane Michael, the deadline was extended to December 4. Full information on RFA 2018-110 can be found online here.

The County will need to sign the Local Government Verification of Contribution-Loan Form (Exhibit I) selecting one development and committing the funding required above by development type. Due to the timing of the agenda deadline, staff scoring and recommendation will be submitted under separate cover. The applications will also be posted online under the Rental Programs page on the County website and a hard copy is available for review in the County Administrator's office.

BUDGETARY IMPACT:

Funding for this item will come from the Escambia County Housing Finance Authority and County SHIP or Affordable Housing funds. The most recent County grant allocation year will be used at the time of the award and an Agreement will be brought to the Board to formally commit funding if the development is selected for funding by FHFC.

LEGAL CONSIDERATIONS/SIGN-OFF:

Not applicable to this recommendation.

PERSONNEL:

Not applicable to this recommendation.

POLICY/REQUIREMENT FOR BOARD ACTION:

Commitment and selection of one development for this RFA requires Board approval.

IMPLEMENTATION/COORDINATION:

If approved by the Board, the Neighborhood Enterprise Division will coordinate execution of the form to the selected developer and work with Escambia County Housing Finance Authority as needed.

Attachments

LG Verification of Contribution Loan Form

FLORIDA HOUSING FINANCE CORPORATION
LOCAL GOVERNMENT VERIFICATION OF CONTRIBUTION – LOAN FORM

Name of Development: _____

Development Location: _____
(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). If the Development consists of Scattered Sites, the Development Location stated above must reflect the Scattered Site where the Development Location Point is located.)

The City/County of Escambia, commits $_____ (which may be used as an FHFC Non-Corporation Funding Proposal in an Application for FHFC funding if it meets the required criteria) in the form of a reduced interest rate loan to the Applicant for its use solely for assisting the proposed Development referenced above.

The value of the contribution based on the difference between the face amount of the above-referenced loan and the net present value of its payment stream, inclusive of a reduced interest rate and the designated discount rate (as stated in the applicable RFA) is: $0.00.

No consideration or promise of consideration has been given with respect to the loan. For purposes of the foregoing, the promise of providing affordable housing does not constitute consideration. The commitment for this loan must be effective as of the Application Deadline for the applicable RFA, and is provided specifically with respect to the proposed Development.

CERTIFICATION

I certify that the foregoing information is true and correct and that this commitment is effective at least through the date required in the applicable RFA.

_____ Amy Lovoy
Signature Print or Type Name

Acting County Administrator
Print or Type Title

This certification must be signed by the chief appointed official (staff) responsible for such approvals, Mayor, City Manager, County Manager /Administrator/Coordinator, Chairperson of the City Council/Commission or Chairperson of the Board of County Commissioners. If the contribution is from a Land Authority organized pursuant to Chapter 380.0663, Florida Statutes, this certification must be signed by the Chair of the Land Authority. One of the authorized persons named above may sign this form for certification of state, federal or Local Government funds initially obtained by or derived from a Local Government that is directly administered by an intermediary such as a housing finance authority, a community reinvestment corporation, or a state-certified Community Housing Development Organization (CHDO). Other signatories are not acceptable. The Applicant will not receive credit for this contribution if the certification is improperly signed. To be considered for points, the amount of the contribution stated on this form must be a precise dollar amount and cannot include words such as estimated, up to, maximum of, not to exceed, etc.

If the Application is not eligible for automatic points, this contribution will not be considered if the certification contains corrections or 'white-out' or if the certification is altered or retyped. The certification may be photocopied.

Please note: This form may be modified by Florida Housing Finance Corporation per Section 67-60.005, F.A.C.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15107 **County Administrator's Report 13. 3.**
BCC Regular Meeting **Discussion**
Meeting Date: 11/01/2018
Issue: The Tourist Development Council
From: Amy Lovoy, Assistant County Administrator
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Reappointment or Appointment to the Tourist Development Council - Amy Lovoy, Acting County Administrator

That the Board take the following action concerning the Tourist Development Council (TDC):

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

B. Reappoint Gregory Jones to the Tourist Development Council for a four-year term, effective December 1, 2018, through November 30, 2022, to serve as an “Interested in Tourism” appointee; or

C. Appoint David M. Bear to the Tourist Development Council, for a four-year term, effective December 1, 2018, through November 30, 2022, to serve as an “Interested in Tourism” appointee.

A general alert was posted by Escambia County's Community and Media Relations Office on the County's website from September 26, 2018, through October 10, 2018, to seek residents interested in volunteering to be considered for an appointment as an "Interested in Tourism" appointee on the TDC. Mr. Jones and Mr. Bear are the only citizens who expressed an interest in serving.

BACKGROUND:

A general alert was posted by Escambia County's Community and Media Relations Office on the County's website from September 26, 2018, through October 10, 2018, to seek residents interested in voolunteering to be considered for an appointment as an "Interested in Tourism" appointee on the TDC. Mr. Jones and Mr. Bear are the only citizens who expressed an interest in serving. Their Resumes are provided for review.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

In accordance with Section I B, of the Board of County Commissioners Policy Manual, Board approval is required for all appointments/reappointments to Boards and Committees established by the Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Gregory Jones' Resume

David M. Bear's Letter and Resume

Gregory Jones
14500 River Rd. Suite #501
Pensacola, FL 32507
(850) 777-9652
gregjones@WCIcommunities.com

Employment

WCI Communities, Inc.
Bonita Springs, FL

March 2001 - Present
WCI Northwest Region Senior Project Manager & General Manager of Amenities

Oversee all aspects of regional real estate and membership sales encompassing over 1500 residential units, 400 golf memberships, 200 marina slips, and all community association memberships

Coordinate all marketing activities for the region to develop community marketing plan inclusive of budgets, development of collateral, targeting key sales demographics, event schedules, and long range planning

Lead role in the conceptual design, design development, construction management, project management, and budget administration to ensure timely delivery of several community amenities:

- 18 Hole Arnold Palmer Championship Golf Course and Clubhouse
- Community Town Center: tennis, swimming, cinema, internet café, spa and fitness center
- Beach Club: dining facility and beachside resort services
- Marina Club comprised of 200 wet and dry boat slips, community social center, fitness, swimming and ship store
- State of the art Sales Building

Responsible for all forecasts, budgets, and absorption for regional Sales, Marketing and Amenities efforts

Develop of all amenity operations revenue & expense models providing key operating performance indicators inclusive of membership programs for all regional amenity projects

Assemble management teams, succession plan, and training programs for all business units

Assist in development of community HOA budgets, dues schedules and developer exit strategy

Work with local and federal regulatory agencies to acquire permitting for regional projects

Serve on Regional Due Diligence Committee relating to future acquisitions

WCI Northwest Region Project Manager of Amenity Operations

Lead role in the conceptual design, design development, construction management and budget administration to ensure timely delivery of several community amenities:

- 18 Hole Arnold Palmer Championship Golf Course and Clubhouse
- Community Town Center: tennis, swimming, cinema, internet café, spa and fitness center
- Beach Club: dining facility and beachside resort services
- Marina Club comprised of 200 wet and dry boat slips, community social center, fitness, swimming and ship store
- State of the art Sales Building

Forecast and manage project cash flow

Develop revenue & expense models providing key operating performance indicators

Create club membership programs and marketing strategies

Work directly with corporate marketing team to develop community marketing plan

Assemble management teams and succession plan

Assist in Creation of community HOA budgets, dues schedules and developer exit strategy

Work with local and federal regulatory agencies to acquire permitting for regional projects

Serve on Regional Due Diligence Committee relating to future acquisitions

WCI - General Manager - Lost Key Golf Club

Implemented company mission, vision and values to pre-existing establishment

Dramatically increased net financial performance by implementing a business plan focused on team building and prime cost control

Established capital equipment purchase budget for golf operations

Development of management staff and succession plan for facility

WCI - General Manager - Tarpon Cove Yacht & Racquet Club

Awarded Club Operations of the Year 2002 & 2003
Accelerated net profit over 400% in 9 months
Oversee daily operations of Food and Beverage, Tennis and Marina
Development of operating budgets, forecasts, and managed cost of goods sold
Chief coordinator of tournaments and club activities

Miramar Beach & Tennis Club
Naples, FL
October 1999 - March 2001

Assistant General Manager

Maintain and exceptional rapport with private club members to ensure maximum member satisfaction
Development and analysis of business plans pertaining to sales goals, labor costs and cost of sales
Managed all aspects of casual and fine dining restaurants, banquets operations, beachside services and member events
Instituted internal control procedures and authored policy guidelines
Created staff training program focusing on customer service

Heffrons
Hauppauge, NY
May 1992 - August 1999

General Manager

Responsible for all aspects of daily operation of premier New York Night Club
Bookkeeping, payroll, staffing and purchasing
Created innovative promotions to remain competitive in fast paced, dynamic industry
Actively participated in planning and budgeting for two major club expansions
Interacted with town officials to maintain positive public relations within the community

Education
State University of New York at Stonybrook
Bachelor of Science in Biology and Psychology

Current Board Position

President – Lost Key Golf & Beach Club Master Association
President – Lost Key Marina & Yacht Club Master Association
President – Lost key Marina & Yacht Club Dry Storage Association
Resident Board Member – La Serena Master Association

DAVID M. BEAR

6120 Enterprise Drive, Pensacola, FL 32505 | (850) 472-1128 | davidmbear@aol.com

October 7, 2018

Escambia County Board of County Commissioners
221 Palafox Place, Ste. 400
Pensacola, FL 32502

To Whom it may concern:

I would like to submit my application for consideration and selection to the Escambia County Tourism Development Council (TDC). I am applying for the expiring position currently held by Gregory Jones in the "Interested in Tourism" membership category.

My interest in tourism development ties back to my professional career at The Lewis Bear Company, in wholesale beverage distribution. Our business is heavily dependent on and driven by tourism. Our distribution territory is along the Gulf Coast of Florida, and as a major supplier to the service industry, our sales volume aligns with visitor volume. Additionally, I have been involved with tourism development by creating two new campaigns: the annual Foo Foo Festival, and Vacation Artfully. These two campaigns target the much-coveted cultural tourist who have proven to spend more money and stay longer per visit than typical beach tourists. Five years ago, I saw an opportunity to request funding from the County Commission to help fill the cultural tourism marketing void in our County. I assembled a group of interested community stakeholders and we created the Foo Foo Festival, an arts and cultural tourism marketing campaign to attract cultural tourist to Escambia County for the 12 days in November when a) cultural tourists travel, b) we have many cultural happenings going on, and c) our tourism is at its weakest part of the year. As a result of Foo Foo Festival's success, I created Vacation Artfully to extend the Fall campaign into the Spring and improve the tourism season until our full tourist season begins.

Thank you in advance for your consideration of my application to the TDC. If you have any questions, please do not hesitate to reach out and ask.

Sincerely,

David M. Bear

DAVID MORRIS BEAR

885 Tanglewood Drive
Pensacola, FL 32503
davidmbear@aol.com

FAMILY

- Married to Cindi Flanders Bear in October 2004
- 2 children, Julia Belle (12) and Max Dupree (9).

EDUCATION

- B.S. degree in Business, Belhaven College, Jackson, Mississippi, July 1997.

WORK

- The Lewis Bear Company, Pensacola, FL, **Vice President**

COMMUNITY AFFILIATIONS

- Arts Council of Northwest Florida – Served on the Board of Directors as President, Vice President, and Treasurer
- Culture Club, Arts Happy Hour for Young Professionals – Co-Founder and served on the Board of Directors as President
- Scooper Bowl, Fundraiser for Sacred Heart Children's Hospital and Ronald McDonald House – Co-Founder and served on the Board of Directors as President
- LEAP Class of 2000
- Rotary Club of Pensacola
- Fiesta of Five Flags, Member of the 2012 Court of DeLuna
- ACE (Art, Culture, and Entertainment, Inc.) - Founder and served on the Board of Directors as President and Trustee Emeritus
- Foo Foo Festival - Founder and serves on the Board of Directors as President
- Vacation Artfully - Founder and serves on the Board of Directors as President
- Lakeview Center, Inc. - Served on Board of Directors
- First Place Partners – Serves on the Board of Directors as Treasurer and Government Affairs Committee Chair
- Temple Beth-El - Served on the Board of Directors
- Visit Pensacola – Served on Marketing Committee

BUSINESS AFFILIATIONS

- National Beer Wholesaler Association – Serves on the Board of Directors
- Florida Beer Wholesaler Association - Serves on the Board of Directors as Vice President

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15063 **County Administrator's Report 13. 4.**
BCC Regular Meeting **Discussion**
Meeting Date: 11/01/2018
Issue: Acquisition of Real Property Located at 2700 Silhouette Drive for the Bristol Park - Ashbury Hills Area Project
From: Joy Jones, Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acquisition of Real Property Located at 2700 Silhouette Drive for the Bristol Park - Ashbury Hills Area Project - Joy Jones, P.E., Public Works Department Director

That the Board either approve, by super-majority vote or deny the following action:

A. Authorize the purchase of real property located at 2700 Silhouette Drive from John and Angela Russo, for the Bristol Park - Ashbury Hills Area Project, for the average of the county's highest appraised value of $365,000 and the owner's provided appraisal of $385,000, which equals $375,000;

B. Authorize County staff to draft the Contract for Sale and Purchase for the acquisition of real property (approximately 0.70 acres) located at 2700 Silhouette Drive, from John and Angela Russo, and to bring the executed Contract back before the Board; and

C. Authorize the County Attorney's Office to prepare, and the Chairman or Vice Chairman to execute, subject to Legal review and sign-off, any documents necessary to complete the acquisition of this property without further action of the Board (if the purchase is approved).

[Funding Source: Fund 352, Local Option Sales Tax (LOST) III, Cost Center 210120, Object Code 56101, Project #16EN3595]

This Property is located in Commission District 5.

BACKGROUND:

Meeting in regular session on December 8, 2016, the Board approved staff to pursue the acquisition of properties that are listed within the Hazard Mitigation Grant Program (HMGP) and located along Eleven Mile Creek.

Mr. and Mrs. Russo are willing to sell their property, located at 2700 Silhouette Drive, in Bristol Park Subdivision, located along Eleven Mile Creek.

According to the FEMA Hazard Mitigation Grant Program Homeowner Acquisition Fact Sheet, the property owners can appeal the county's appraisal if they believe it is not adequate. The appeal process does include a second appraisal for their home at their expense.

Funds spent toward this project, and in accordance with the guidelines, are eligible for reimbursement.

As the area has seen recent development, it was suggested by Arcadis (the company assisting Escambia County with the HGMP grant process) to get the remaining grant properties re-appraised. Mr. and Mrs. Russo's property is still considered part of the grant and is eligible for full acquisition reimbursement. Per county policy, which requires two appraisals when there is any value over $250,000, staff obtained two appraisals, which placed values of $365,000 and $350,000. Staff then made an offer to the Russos for $357,500, the average of the two appraisal amounts. The Russos chose to utilize the FEMA appeal process and obtained their own appraisal, which valued their property at $385,000. As part of their appeal process, they are asking the county to average the highest county-obtained appraisal with their owner-provided appraisal, for a purchase price of $375,000.

BUDGETARY IMPACT:

Funding is available in Fund 352, “LOST III,” Cost Center 210120, Object Code 56101, Project #16EN3595. Funds spent toward this project are eligible for reimbursement through the grant.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Contract for Sale and Purchase will be reviewed and approved by Stephen West, Senior Assistant County Attorney. The County Attorney's Office will prepare the closing documents and conduct the closing for the purchase of this property.

PERSONNEL:

All work associated with this acquisition 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 Escambia County Code of Ordinances.

Attachments

Summary Appraisal - McKenney
Summary Appraisal - Lowery
Summary Appraisal - Owner Provided
Aerial Map

Presley - McKenney & Associates, Inc.

Uniform Residential Appraisal Report

SEM
File No. 18034Z8

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.

SUBJECT

Property Address 2700 Silhouette Drive | City Cantonment | State FL | Zip Code 32533
Borrower N/A | Owner of Public Record John D. & Angela K. Russo | County Escambia
Legal Description LT 26 BLK B BRISTOL PARK UNIT 1 PB 13 P 100 OR 6755 P 1265 OR 6760 P 1280
Assessor's Parcel # 03-1S-31-1500-026-002 | Tax Year 2017 | R.E. Taxes $ 2,121.16
Neighborhood Name Bristol Park | Map Reference Z08 | Census Tract 37860-12033-0036.12
Occupant [X] Owner [ ] Tenant [ ] Vacant | Special Assessments $ N/A [ ] PUD | HOA $ 50.00 [X] per year [ ] per month
Property Rights Appraised [X] Fee Simple [ ] Leasehold [ ] Other (describe)
Assignment Type [ ] Purchase Transaction [ ] Refinance Transaction [X] Other (describe) Current market value determination
Lender/Client Escambia County | Address 3363 West Park Place, Pensacola, FL 32505
Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal? [ ] Yes [X] No
Report data source(s) used, offering price(s), and date(s). Pensacola Association of Realtors Multiple Listing Service (PARMLS)

CONTRACT

I [ ] did [ ] did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed.
N/A

Contract Price $ N/A | Date of Contract N/A | Is the property seller the owner of public record? [ ] Yes [ ] No | Data Source(s)
Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? [ ] Yes [ ] No
If Yes, report the total dollar amount and describe the items to be paid.

NEIGHBORHOOD

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics				One-Unit Housing Trends				One-Unit Housing		Present Land Use %	
Location	[ ] Urban	[X] Suburban	[ ] Rural	Property Values	[X] Increasing	[ ] Stable	[ ] Declining	PRICE	AGE	One-Unit	40 %
Built-Up	[ ] Over 75%	[X] 25-75%	[ ] Under 25%	Demand/Supply	[ ] Shortage	[X] In Balance	[ ] Over Supply	$(000)	(yrs)	2-4 Unit	5 %
Growth	[ ] Rapid	[X] Stable	[ ] Slow	Marketing Time	[ ] Under 3 mths	[X] 3-6 mths	[ ] Over 6 mths	75 Low	New	Multi-Family	5 %
Neighborhood Boundaries	Nine Mile Road to south, US Hwy 29 to east, Kingsfield Road to north,							500 High	55	Commercial	15 %
Beulah Road to west								200 Pred.	10-15	Other Vacant	35 %

Neighborhood Description See Attached Addendum

Market Conditions (including support for the above conclusions) Following several years of declining residential real estate prices during the most recent recession of 2007-2012, market conditions for detached, single-family residences in the subject market area have been stable to increasing during the last 30 to 36 months. This is supported by per unit price indications from closed sales transactions.

SITE

Dimensions 39.47' x 203.54' x 66.45' x 83.6' x 108.39' x 197.22' | Area 0.6922 Acres | Shape Wedge | View Cul-de-Sac
Specific Zoning Classification MDR | Zoning Description Medium density residential, per Escambia County
Zoning Compliance [X] Legal [ ] Legal Nonconforming (Grandfathered Use) [ ] No Zoning [ ] Illegal (describe)
Is the highest and best use of the subject property as improved (or as proposed per plans and specifications) the present use? [X] Yes [ ] No If No, describe.

Utilities	Public	Other (describe)		Public	Other (describe)	Off-site Improvements—Type	Public	Private
Electricity	[X]	[ ]	Water	[X]	[ ]	Street	[X]	[ ]
Gas	[X]	[ ]	Sanitary Sewer	[X]	[ ]	Alley None	[ ]	[ ]

FEMA Special Flood Hazard Area [ ] Yes [ ] No | FEMA Flood Zone undetermined | FEMA Map # 12033C0290G | FEMA Map Date 09/29/2006
Are the utilities and off-site improvements typical for the market area? [X] Yes [ ] No If No, describe.
Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? [ ] Yes [ ] No If Yes, describe. We are aware that there have been two flooding events in the subject neighborhood during the last 29 years. However, judging by the strength of the market in the subdivisions affected by these events, as evidenced by recent sales, it does not appear that the market recognizes any discounting associated with this history.

IMPROVEMENTS

GENERAL DESCRIPTION		FOUNDATION	EXTERIOR DESCRIPTION materials/condition	INTERIOR materials/condition
Units [X] One [ ] One with Accessory Unit		[X] Concrete Slab [ ] Crawl Space	Foundation Walls Concrete/unknown	Floors CT&Wd/Good
# of Stories 1		[ ] Full Basement [ ] Partial Basement	Exterior Walls Vinyl/Average	Walls DW/Good
Type [X] Det. [ ] Att. [ ] S-Det./End Unit		Basement Area 0.0000 sq. ft.	Roof Surface DimenShingles/Av	Trim/Finish Wood/Good
[X] Existing [ ] Proposed [ ] Under Const.		Basement Finish %	Gutters & Downspouts Yes/Good	Bath Floor CermTile/Good
Design (Style) Traditional		[ ] Outside Entry/Exit [ ] Sump Pump	Window Type Vinyl/Good	Bath Wainscot CermTile/Good
Year Built 1989		Evidence of [ ] Infestation	Storm Sash/Insulated None	Car Storage [ ] None
Effective Age (Yrs) 10		[ ] Dampness [ ] Settlement	Screens Yes	[X] Driveway # of Cars 4
Attic	[ ] None	Heating [ ] FWA [ ] HWBB [ ] Radiant	Amenities [X] WoodStove(s) #1	Driveway Surface Concrete
[X] Drop Stair	[ ] Stairs	[X] Other HtPmp Fuel Electric	[ ] Fireplace(s) # [X] Fence Wd&CL	[X] Garage # of Cars 2
[ ] Floor	[ ] Scuttle	Cooling [X] Central Air Conditioning	[X] Patio/Deck [X] Porch FrntCvrd	[ ] Carport # of Cars
[ ] Finished	[ ] Heated	[ ] Individual [ ] Other	[X] Pool Screened [X] Other SprnklrS	[ ] Att. [ ] Det. [X] Built-in

Appliances [X] Refrigerator [X] Range/Oven [X] Dishwasher [X] Disposal [X] Microwave [ ] Washer/Dryer [ ] Other (describe)
Finished area **above** grade contains: 9 Rooms | 4 Bedrooms | 4 Bath(s) | 3,319 Square Feet of Gross Living Area Above Grade
Additional features (special energy efficient items, etc.). Granite countertops throughout, cathedral ceilings in master bedroom & living room, wood-burning stove in fireplace, roll-out kitchen drawers.
Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.). Described by the owner as being fully repaired and renovated following the flood of April 2014, the home appears to be in good condition with no noticeable signs of deferred maintenance or needed repairs.

Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? [ ] Yes [X] No If Yes, describe.

Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? [X] Yes [ ] No If No, describe.

Uniform Residential Appraisal Report

SEM
File No. 18034Z8

There are 0 comparable properties currently offered for sale in the subject neighborhood ranging in price from $ 0 to $ 0 .
There are 0 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from $ 0 to $ 0 .

SALES COMPARISON APPROACH

FEATURE	SUBJECT	COMPARABLE SALE NO. 1		COMPARABLE SALE NO. 2		COMPARABLE SALE NO. 3	
Address	2700 Silhouette Drive Cantonment	2354 Tall Oak Drive Cantonment, FL 32533		324 Mt Airy Street Cantonment, FL 32533		2166 Staff Drive Cantonment, FL 32533	
Proximity to Subject		2.8 miles N		2.9 miles E		3.5 miles NE	
Sale Price	$ N/A		$ 292,900		$ 325,000		$ 354,000
Sale Price/Gross Liv. Area	$ 0.00 sq. ft.	$ 98.79 sq. ft.		$ 109.43 sq. ft.		$ 125.84 sq. ft.	
Data Source(s)		MLS-Closed Sale #520947		MLS-Closed Sale #517956		MLS-Closed Sale #511205	
Verification Source(s)		Public Records		Public Records		Public Records	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) $ Adjustment	DESCRIPTION	+(-) $ Adjustment	DESCRIPTION	+(-) $ Adjustment
Sale or Financing Concessions	Conventional Typical Terms	Conventional Typical Terms		Conventional Typical Terms		Conventional Typical Terms	
Date of Sale/Time	N/A	10/27/2017		06/04/2017		02/11/2017	
Location	Bristol Park	Bentley Oaks		Milestone		Shepard's Grove	
Leasehold/Fee Simple	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Site	0.6922 Acres	0.25 Acres		0.30 Acres		0.33 Acres	
View	Cul-de-Sac	Cul-de-Sac		Interior		Interior	
Design (Style)	Traditional	Contemporary		Traditional		Traditional	
Quality of Construction	Avg to Good	Avg to Good		Avg to Good		Avg to Good	
Actual Age	29+/- Years	13+/- Years		19+/- Years		10+/- Years	
Condition	Good	Good		Good		Good	
Above Grade Room Count (Total / Bdrms. / Baths)	9 / 4 / 4	8 / 4 / 3		8 / 4 / 3.5		8 / 4 / 4	
Gross Living Area 57.16	3,319 sq. ft.	2,965 sq. ft.	20,235	2,970 sq. ft.	19,949	2,813 sq. ft.	28,923
Basement & Finished	N/A	N/A		N/A		N/A	
Rooms Below Grade	N/A	N/A		N/A		N/A	
Functional Utility	Typical	Similar		Similar		Similar	
Heating/Cooling	HtPmp C/Air	HtPmp C/Air		HtPmp C/Air		HtPmp C/Air	
Energy Efficient Items	Typical	Similar		Similar		Similar	
Garage/Carport	2 Car Garage	2 Car Garage		2 Car Garage		2 Car Garage	
Porch/Patio/Deck	Patio,Porch	Porches		Porches		ScrnPorch,Lanai	
Fireplace	1 WdStv/FP	None	3,000	1 F/P		1 F/P	
Site Improvments	Fence,SprnklrS	SprnkSys	4,000	SprnkSys	4,000	Fence,SprnkSys	
Other	Screened Pool	Pool	5,000	Pool	5,000	Screened Pool	
Net Adjustment (Total)		[X] + [ ] -	$ 32,235	[X] + [ ] -	$ 28,949	[X] + [ ] -	$ 28,923
Adjusted Sale Price of Comparables		Net Adj. 11.0% Gross Adj. 11.0%	$ 325,135	Net Adj. 8.9% Gross Adj. 8.9%	$ 353,949	Net Adj. 8.2% Gross Adj. 8.2%	$ 382,923

I [X] did [ ] did not research the sale or transfer history of the subject property and comparable sales. If not, explain

My research [ ] did [X] did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.
Data source(s) Public records, PARMLS, Metro Market Trends
My research [ ] did [X] did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.
Data source(s) Public records, PARMLS, Metro Market Trends
Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).

ITEM	SUBJECT	COMPARABLE SALE NO. 1	COMPARABLE SALE NO. 2	COMPARABLE SALE NO. 3
Date of Prior Sale/Transfer	None within last 3 years.	None within 1 year of sale	None within 1 year of sale	None within 1 year of sale
Price of Prior Sale/Transfer	N/A	N/A	N/A	N/A
Data Source(s)	Public records	Public records	Public records	Public records
Effective Date of Data Source(s)	Current to date of value.	Current to date of value.	Current to date of value.	Current to date of value.

Analysis of prior sale or transfer history of the subject property and comparable sales N/A

Summary of Sales Comparison Approach. See Attached Addendum

Indicated Value by Sales Comparison Approach $ 350,000

RECONCILIATION

Indicated Value by: Sales Comparison Approach $ 350,000 **Cost Approach (if developed) $** N/A **Income Approach (if developed) $** N/A

This is an appraisal in summary report format. Given the age of the subject improvements and extensive repair/remodel within the last four years, the most reliable indicator of current market value is the direct sales comparison approach.

This appraisal is made [X] "as is," [ ] subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, [ ] subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or [ ] subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair: The appraisal is made of the subject "as-is." This assumes a reasonable marketing period of three to six months.

Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is $ 350,000 **as of** February 9, 2018 **, which is the date of inspection and the effective date of this appraisal.**

AI Reports™
Form 100.04

Client File #:		Appraisal File #:	RL18007X-E

Summary Appraisal Report • Residential

Appraisal Company: Fruitticher Lowery Appraisal Group		
Address: 3000 Langley Avenue, Suite 402, Pensacola, FL 32504		
Phone: (850) 477-0419	Fax:	Website:

Appraiser: Rodger K. Lowery, MAI	Co-Appraiser:
AI Membership (if any): ☐ SRA ☒ MAI ☐ SRPA	AI Membership (if any): ☐ SRA ☐ MAI ☐ SRPA
AI Status (if any): ☐ Candidate for Designation ☐ Practicing Affiliate	AI Status (if any): ☐ Candidate for Designation ☐ Practicing Affiliate
Other Professional Affiliation:	Other Professional Affiliation:
E-mail: rlowery@Flag1.Net	E-mail:

Client: Escambia County Contact: Ms. Kara Johnson
Address: 3363 West Park Place, Pensacola, FL 32505
Phone: 850-595-1882 Fax: E-mail:

SUBJECT PROPERTY IDENTIFICATION

Address: 2700 Silhouette Dr
City: Cantonment County: Escambia State: FL ZIP: 32533
Legal Description: Lot 26, Block B, Bristol Park Unit I (OR Book 6760/PG 1280)

Tax Parcel #: 03-1S-31-1500-026-002 RE Taxes: 2,121.16 Tax Year: 2017
Use of the Real Estate As of the Date of Value: Single Family Residential
Use of the Real Estate Reflected in the Appraisal: Single Family Residential
Opinion of highest and best use (if required): Single Family Residential

SUBJECT PROPERTY HISTORY

Owner of Record: John D. & Angela Russo

Description and analysis of sales within 3 years (minimum) prior to effective date of value: According to the Escambia County Property Appraiser's Office, there have been no sales of the subject property in the prior 3 years.

Description and analysis of agreements of sale (contracts), listings, and options: None noted.

RECONCILIATIONS AND CONCLUSIONS

Indication of Value by Sales Comparison Approach	$ 365,000
Indication of Value by Cost Approach	$ N/A
Indication of Value by Income Approach	$ N/A

Final Reconciliation of the Methods and Approaches to Value: The Sales Comparison Approach is most reflective of buyer thinking. The Cost Approach was eliminated due to the current housing market where costs are commonly higher than actual market values. The Income Approach was deemed not necessary as most units in this project are owner occupied. The appraisers have reconciled the final estimated of market value at $365,000 as of January 26, 2018.

Opinion of Value as of: 01/26/2018	$ 365,000

Exposure Time: 3-6 Months

The above opinion is subject to: ☐ Hypothetical Conditions and/or ☒ Extraordinary Assumptions cited on the following page.

* NOTICE: The Appraisal Institute publishes this form for use by appraisers where the appraiser deems use of the form appropriate. Depending on the assignment, the appraiser may need to provide additional data, analysis and work product not called for in this form. The Appraisal Institute plays no role in completing the form and disclaims any responsibility for the data, analysis or any other work product provided by the individual appraiser(s).

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APPRAISAL REPORT

OF THE REAL PROPERTY LOCATED AT

2700 Silhouette Dr
Cantonment, FL 32533

for

John D & Angela K Russo
2700 Silhouette Dr
Cantonment, FL
32533

as of

08/24/2018

by

Michael C. Thorsen
PO Box 9865
Pensacola, FL 32513

Professional Appraisal Services of NW FL

Uniform Residential Appraisal Report

File # 18080039

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.

SUBJECT

Property Address 2700 Silhouette Dr | City Cantonment | State FL | Zip Code 32533

Borrower John D & Angela K Russo | Owner of Public Record John D & Angela K Russo | County Escambia

Legal Description Lot 26, Block B, Bristol Park Unit I

Assessor's Parcel # 03-1S-31-1500-026-002 | Tax Year 2017 | R.E. Taxes $ 2,037

Neighborhood Name Bristol Park | Map Reference Z11 | Census Tract 36.12

Occupant [X] Owner [ ] Tenant [ ] Vacant | Special Assessments $ 0 | [ ] PUD | HOA $ 0 [ ] per year [ ] per month

Property Rights Appraised [X] Fee Simple [ ] Leasehold [ ] Other (describe)

Assignment Type [ ] Purchase Transaction [ ] Refinance Transaction [X] Other (describe) Estimate market value

Lender/Client John D & Angela K Russo | Address 2700 Silhouette Dr, Cantonment, FL 32533

Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of the appraisal? [ ] Yes [X] No

Report data source(s) used, offering price(s), and date(s). Multiple Listing Service

CONTRACT

I [ ] did [ ] did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed.

Contract Price $ | Date of Contract | Is the property seller the owner of public record? [ ] Yes [ ] No | Data Source(s)

Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? [ ] Yes [ ] No

If Yes, report the total dollar amount and describe the items to be paid:

NEIGHBORHOOD

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics				One-Unit Housing Trends					One-Unit Housing			Percent Land Use %	
Location	[ ] Urban	[X] Suburban	[ ] Rural	Property Values	[ ] Increasing	[X] Stable	[ ] Declining		PRICE	AGE		One-Unit	75 %
Built-Up	[X] Over 75%	[ ] 25-75%	[ ] Under 25%	Demand/Supply	[ ] Shortage	[X] In Balance	[ ] Over Supply		$(000)	(yrs)		2-4 Unit	%
Growth	[ ] Rapid	[X] Stable	[ ] Slow	Marketing Time	[ ] Under 3 mths	[X] 3-6 mths	[ ] Over 6 mths		50	Low	0	Multi-Family	%
Neighborhood Boundaries	North of Highway 90, East of Interstate 10, South of								500	High	50	Commercial	5 %
Kingsfield Road, West of Pine Forest Road. Other land use is vacant land.									325	Pred.	15	Other	20 %

Neighborhood Description The subject neighborhood is located in northwest Pensacola. Essential service and facilities as well as employment centers are easily accessible via Interstate 10, Nine Mile Road, and Highway 29. Homes in the area vary somewhat is age, size, quality, design and appeal. Maintenance is typically good.

Market Conditions (including support for the above conclusions) The subject area has all types of financing available. Demand is stable with most homes having an average marketing time of 90 to 180 days. Sellers tend to pay an allocated portion of closing costs with no special concessions given.

SITE

Dimensions 34.97x203.54x66.45x83.6x108.39x197.22 | Area 30152 sf | Shape Irregular | View N;Res;

Specific Zoning Classification MDR | Zoning Description Medium Density Residential

Zoning Compliance [X] Legal [ ] Legal Nonconforming (Grandfathered Use) [ ] No Zoning [ ] Illegal (describe)

Is the highest and best use of the subject property as improved (or as proposed per plans and specifications) the present use? [X] Yes [ ] No If No, describe

The subject is a legally permissible use based on it's current zoning.

Utilities	Public	Other (describe)		Public	Other (describe)	Off-site Improvements--Type	Public	Private
Electricity	[X]	[ ]	Water	[X]	[ ]	Street Asphalt	[X]	[ ]
Gas	[X]	[ ]	Sanitary Sewer	[X]	[ ]	Alley None	[ ]	[ ]

FEMA Special Flood Hazard Area [ ] Yes [X] No | FEMA Flood Zone X500 | FEMA Map No. 12033C0290G | FEMA Map Date 09/29/2006

Are the utilities and off-site improvements typical for the market area? [X] Yes [ ] No. If No, describe

Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? [ ] Yes [X] No If Yes, describe

* Flood zone and adverse site encroachments are subject to flood certification and survey. The subject site is typical of other single family sites in the area as to size and amenities. No adverse features were noted.

IMPROVEMENTS

General Description		Foundation		Exterior Description materials/condition		Interior materials/condition	
Units [X] One [ ] One with Accessory Unit		[X] Concrete Slab [ ] Crawl Space		Foundation Walls	Concrete/A-G	Floors	Wood,Tile/Good
# of Stories	1.00	[ ] Full Basement [ ] Partial Basement		Exterior Walls	Vinyl Siding/A-G	Walls	Drywall/Good
Type [X] Det. [ ] Att. [ ] S-Det/End Unit		Basement Area	0 sq. ft.	Roof Surface	Dimens.Sh/A-G	Trim/Finish	Pnt.Wd/Gd.
[X] Existing [ ] Proposed [ ] Under Const.		Basement Finish	0 %	Gutters & Downspouts	Aluminum/A-G	Bath Floor	Tile/Good
Design (Style)	Traditional	[ ] Outside Entry/Exit [ ] Sump Pump		Window Type	Insl.Vinyl S.H./Good	Bath Wainscot	Tile/Good
Year Built	1989	Evidence of [ ] Infestation		Storm Sash/Insulated	Yes/Good	Car Storage	[ ] None
Effective Age (Yrs)	15	[ ] Dampness [ ] Settlement		Screens	Yes/Good	[X] Driveway	# of Cars 2
Attic	[ ] None	Heating [X] FWA [ ] HWBB [ ] Radiant		Amenities	[ ] WoodStove(s)# 0	Driveway Surface	Concrete
[X] Drop Stair	[ ] Stairs	[ ] Other	Fuel Electric	[X] Fireplace(s) # 1	[X] Fence Wood	[X] Garage	# of Cars 2
[ ] Floor	[X] Scuttle	Cooling [X] Central Air Conditioning		[X] Patio/Deck Patio	[X] Porch Entry	[ ] Carport	# of Cars 0
[ ] Finished	[ ] Heated	[ ] Individual	[ ] Other	[X] Pool Scr.Pool	[X] Other Wkshp.	[X] Att.	[ ] Det. [ ] Built-in

Appliances [P] Refrigerator [X] Range/Oven [X] Dishwasher [ ] Disposal [X] Microwave [ ] Washer/Dryer [ ] Other (describe)

Finished area **above** grade contains: 9 Rooms | 3 Bedrooms | 4.0 Bath(s) | 3,139 Square Feet of Gross Living Area Above Grade

Additional features (special energy efficient items, etc.) Covered entry, screened patio and pool, vaulted ceilings, skylights, recessed lighting, tile back splash, granite counters, SS appliances, workshop with central HVAC, custom shower.

Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.). C3;Kitchen-updated-one to five years ago;Bathrooms-updated-one to five years ago;The overall condition of the improvements appears to be good. Good maintenance and renovations over the past years have lowered the effective age of the improvements.

Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? [ ] Yes [X] No If Yes, describe

Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? [X] Yes [ ] No If No, describe

Uniform Residential Appraisal Report

File # 18080039

There are 11 comparable properties currently offered for sale in the subject neighborhood ranging in price from $ 279,900 to $ 495,000.

There are 23 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from $ 250,000 to $ 745,000.

SALES COMPARISON APPROACH

FEATURE	SUBJECT	COMPARABLE SALE # 1		COMPARABLE SALE # 2		COMPARABLE SALE # 3	
Address	2700 Silhouette Dr Cantonment, FL 32533	2443 Bowling Green Way Cantonment, FL 32533		9204 Bell Ridge Dr Pensacola, FL 32526		9353 Bell Ridge Dr Pensacola, FL 32526	
Proximity to Subject		0.34 miles NW		2.50 miles SW		2.15 miles W	
Sale Price	$		$ 389,900		$ 350,000		$ 359,000
Sale Price/Gross Liv. Area	$ sq. ft.	$ 116.84 sq. ft.		$ 104.29 sq. ft.		$ 137.23 sq. ft.	
Data Source(s)		PARMLS 532313;DOM 1		PARMLS 536455;DOM 40		PARMLS 535503;DOM 8	
Verification Source(s)		Visual Inspect. & Pub.Rec.		Visual Inspect. & Pub.Rec.		Visual Inspect. & Pub.Rec.	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-)$ Adjustment	DESCRIPTION	+(-)$ Adjustment	DESCRIPTION	+(-)$ Adjustment
Sale or Financing Concessions		ArmLth VA;0		ArmLth Conv;0		ArmLth Conv;9351	
Date of Sale/Time		s04/18;c03/18		s08/18;c07/18		s06/18;c05/18	
Location	N;Res;	N;Res;		N;Res;		N;Res;	
Leasehold/Fee Simple	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Site	30152 sf	18613 sf	+5,800	22764 sf	+3,700	20038 sf	+5,100
View	N;Res;	N;Res;		N;Res;		N;Res;	
Design (Style)	DT1;Traditional	DT1;Traditional		DT2;Traditional	0	DT1;Contemp.	0
Quality of Construction	Q3	Q3		Q3		Q3	
Actual Age	A29/E15	A16/E15	0	A28/E20	+10,000	A17/E15	0
Condition	Good	Good		Avg./Good	+20,000	Good	
Above Grade Room Count (Total / Bdrms. / Baths)	9 / 3 / 4.0	9 / 5 / 3.1	+1,500	8 / 4 / 3.1	+1,500	7 / 4 / 2.1	+4,500
Gross Living Area	3,139 sq. ft.	3,337 sq. ft.	-11,900	3,356 sq. ft.	-13,000	2,616 sq. ft.	+31,400
Basement & Finished Rooms Below Grade	0sf 0rr0br0.0ba0o	0sf 0rr0br0.0ba0o		0sf 0rr0br0.0ba0o		0sf 0rr0br0.0ba0o	
Functional Utility	Good	Good		Good		Good	
Heating/Cooling	Cent./Cent.	Cent./Cent.		Cent./Cent.		Cent./Cent.	
Energy Efficient Items	Typical	Typical		Typical		Typical	
Garage/Carport	Garage 2/Wkshp	Gar 3/Lg.Wkshp.	-10,000	Garage 2	+5,000	Garage 3	0
Porch/Patio/Deck	Entry,Scr.Patio	Ent,Scr.Porch	0	Entry,Deck	0	Ent,Scr.Porch	0
Fireplace	FP1	FP1		FP1		FP1	
Pool	Scr.Pool	Scr.Pool		Pool	+8,000	Scr.Pool & Spa	-3,500
Net Adjustment (Total)		[ ] + [X] -	$ -14,600	[X] + [ ] -	$ 35,200	[X] + [ ] -	$ 37,500
Adjusted Sale Price of Comparables		Net Adj. 3.74 % Gross Adj. 7.49 %	$ 375,300	Net Adj. 10.06 % Gross Adj. 17.49 %	$ 385,200	Net Adj. 10.45 % Gross Adj. 12.40 %	$ 396,500

I [X] did [ ] did not research the sale or transfer history of the subject property and comparable sales. If not, explain

My research [ ] did [X] did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data Source(s) Public Record

My research [ ] did [X] did not reveal any prior sales or transfers of the comparable sales for the prior year to the date of sale of the comparable sale.

Data Source(s) Public Record

Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).

ITEM	SUBJECT	COMPARABLE SALE # 1	COMPARABLE SALE # 2	COMPARABLE SALE # 3
Date of Prior Sale/Transfer				
Price of Prior Sale/Transfer				
Data Source(s)	Public Record	Public Record	Public Record	Public Record
Effective Date of Data Source(s)	08/31/2018	08/31/2018	08/31/2018	08/31/2018

Analysis of prior sale or transfer history of the subject property and comparable sales There was no prior sale of the subject within the past 36 months. There were no prior sales observed of the comparables within the previous 12 months of their last sale date.

Summary of Sales Comparison Approach All of the sales are located in the same area and considered good alternatives for the subject. Adjustments were made where necessary for differences in age, condition, size and amenities. Sales #1 & #3 are considered to have similar overall effective age ranges and conditions to the subject. Sale #2 has an older effective age range, and inferior condition.

Indicated Value by Sales Comparison Approach $ 385,000

RECONCILIATION

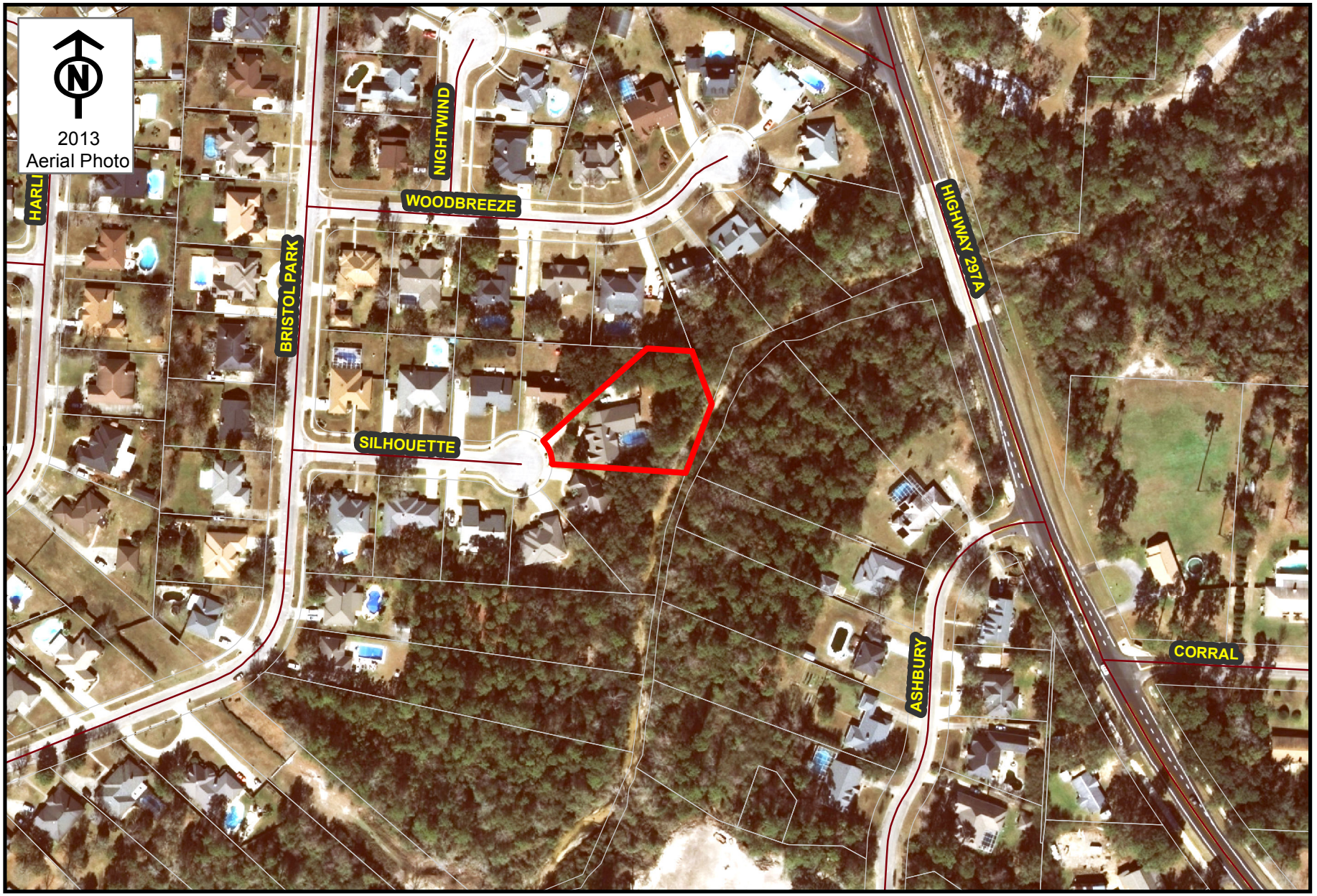
Indicated Value by: Sales Comparison Approach $ 385,000 Cost Approach (if developed) $ 0 Income Approach (if developed) $ 0

In arriving at a final estimate of value for the subject property, most weight was accorded the Market Approach. The final adjusted range of $385,200 to $396,500 is considered reflective of the value of the subject property. See attached appraiser's certification and Statement of Limiting Conditions. No value is given to any personal property.

This appraisal is made [X] "as is," [ ] subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, [ ] subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or [ ] subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair:

Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is $ 385,000, as of 08/24/2018, which is the date of inspection and the effective date of this appraisal.

Bristol Park - Ashbury Hills



ESCAMBIA COUNTY
ENGINEERING DIVISION

SSW 12/2016 DISTRICT 5

2700 Silhouette Drive

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15100 **County Administrator's Report 13. 5.**
BCC Regular Meeting **Discussion**
Meeting Date: 11/01/2018
Issue: Local Government Verification of Contribution Forms RFA 2018-116 SAIL Financing of Affordable Multifamily Developments with Bonds and Housing Credits
From: Tonya Gant, Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Local Government Verification of Contribution Loan Forms for RFA 2018-116 SAIL Financing of Affordable Multifamily Developments with Bonds and Housing Credits -Tonya Gant, Neighborhood & Human Services Director

That the Board approve and authorize the Acting County Administrator to sign the Local Government Verification of Contribution Loan Forms for developments meeting the minimum County-specified requirements that are applying for the Florida Housing Finance Corporation (FHFC) RFA 2018-116 SAIL Financing of Affordable Multifamily Developments with Tax-Exempt Bonds and Non-Competitive Housing Credits.

(**Application information and funding amounts will be distributed under separate cover**.)

[Funding: Escambia County Housing Finance Authority; Fund 120, SHIP; and/or Fund 124, Affordable Housing]

BACKGROUND:

In May 2017, the Board authorized an application process for developers seeking a minimum local government contribution in order to apply for housing tax credits through the Florida Housing Finance Corporation (FHFC) competitive tax credits cycle. Developers applying for RFA 2018-116 SAIL Financing of Affordable Multifamily Developments to be Used in Conjunction with Tax-Exempt Bonds and Non-Competitive Housing Credits are required to secure a "Local Government Certification of Contribution Form" (Exhibit I) from a local government, which

secures a minimum contribution of $37,500 in order to receive maximum points during the scoring process. The State Apartment Incentive Loan (SAIL) program is funding available from the state to be used as gap financing in conjunction with Bond financing and non-competitive housing credits. Though the Board is authorizing the Acting County Administrator to sign the form committing $37,500 for each proposed development, there is no guarantee of any development being selected for funding by the state as FHFC accepts multiple applications statewide with limited funding available. Given the amount of funding available, it is anticipated that approximately two to three developments will be funded in medium sized counties from across the state.

A draft application form for the County funds has been available on the County webpage since September 10. On October 4, 2018, the Board approved the general application process for the minimum contribution of $37,500 with a provision of an additional $100,000 to be made available if the developer commits to provide two homeless/special needs set aside units for extremely low income households (30% AMI) as part of the application. Applications are due to County staff October 29. RFA 2018-116 was issued by FHFC on October 19 and is due to the State on November 27. Full information on RFA 2018-116 can be found online here .

FHFC mandates income set asides as determined by Section 42 of the IRC (at least 20% of the units must be set aside for households earning 50% or less of the area median income OR at least 40% of the units must be set aside for households earning 60% or less of the area median income). FHFC mandates three of the following resident programs for family developments: after school programs for children, adult literacy, employment assistance, family support coordinators, financial management, and homeownership opportunity program (grant toward a home purchase). For elderly developments, 24 hour Support for Residents must be provided in addition to three of the following resident programs: Adult Literacy; Computer Training; Daily Activities; Assistance with Light Housekeeping, Grocery Shopping, and/or Laundry; and Resident Assurance Check-In Program.

Due to the timing of the agenda deadline, staff scoring and recommendation will be submitted under separate cover. The applications will also be posted online under the Rental Programs page on the County website and a hard copy will be available for review in the County Administrator's office. Developments to be approved by the Board must have verification of the presence of infrastructure (roads, water, sewer, electricity) for the site as well as verification that the property is zoned for the proposed use and meet other requirements as set by the Board in the application (Exhibit II).

BUDGETARY IMPACT:

This RFA from FHFC accepts statewide applications, so there is no guarantee of any project being funded in Escambia County. It is anticipated that only a few projects will be selected for funding statewide. Funding from the Escambia County Housing Finance Authority, County SHIP, and/or County Affordable Housing funds will only be provided in the event that a development is selected for financing by FHFC through this application cycle. The most recent County grant allocation year will be used at the time of the award, and an Agreement will be brought to the Board to formally commit funding.

LEGAL CONSIDERATIONS/SIGN-OFF:

Not applicable to this recommendation.

PERSONNEL:

Not applicable to this recommendation.

POLICY/REQUIREMENT FOR BOARD ACTION:

Commitment of funds requires Board approval.

IMPLEMENTATION/COORDINATION:

If approved by the Board, the Neighborhood Enterprise Division will coordinate execution of the form(s) to the developer(s) and work with Escambia County Housing Finance Authority as needed.

Attachments

Ex I-LG Verification Form SAIL

Ex II-SAIL Application Form

FLORIDA HOUSING FINANCE CORPORATION
LOCAL GOVERNMENT VERIFICATION OF CONTRIBUTION – LOAN FORM

Name of Development: _____

Development Location: _____
(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). If the Development consists of Scattered Sites, the Development Location stated above must reflect the Scattered Site where the Development Location Point is located.)

The City/County of Escambia, commits $ 37,500.00 (which may be used as an FHFC Non-Corporation Funding Proposal in an Application for FHFC funding if it meets the required criteria) in the form of a reduced interest rate loan to the Applicant for its use solely for assisting the proposed Development referenced above.

The value of the contribution based on the difference between the face amount of the above-referenced loan and the net present value of its payment stream, inclusive of a reduced interest rate and the designated discount rate (as stated in the applicable RFA) is: $0.00.

No consideration or promise of consideration has been given with respect to the loan. For purposes of the foregoing, the promise of providing affordable housing does not constitute consideration. The commitment for this loan must be effective as of the Application Deadline for the applicable RFA, and is provided specifically with respect to the proposed Development.

CERTIFICATION

I certify that the foregoing information is true and correct and that this commitment is effective at least through the date required in the applicable RFA.

_____
Signature

Amy Lovoy
Print or Type Name

Acting County Administrator
Print or Type Title

This certification must be signed by the chief appointed official (staff) responsible for such approvals, Mayor, City Manager, County Manager /Administrator/Coordinator, Chairperson of the City Council/Commission or Chairperson of the Board of County Commissioners. If the contribution is from a Land Authority organized pursuant to Chapter 380.0663, Florida Statutes, this certification must be signed by the Chair of the Land Authority. One of the authorized persons named above may sign this form for certification of state, federal or Local Government funds initially obtained by or derived from a Local Government that is directly administered by an intermediary such as a housing finance authority, a community reinvestment corporation, or a state-certified Community Housing Development Organization (CHDO). Other signatories are not acceptable. The Applicant will not receive credit for this contribution if the certification is improperly signed. To be considered for points, the amount of the contribution stated on this form must be a precise dollar amount and cannot include words such as estimated, up to, maximum of, not to exceed, etc.

If the Application is not eligible for automatic points, this contribution will not be considered if the certification contains corrections or 'white-out' or if the certification is altered or retyped. The certification may be photocopied.

Please note: This form may be modified by Florida Housing Finance Corporation per Section 67-60.005, F.A.C.

ESCAMBIA COUNTY, FLORIDA
LOCAL GOVERNMENT CONTRIBUTION APPLICATION
FOR FHFC HOUSING TAX CREDITS
[RFA 2018-114 and RFA 2018-116]

GENERAL INFORMATION:

This application is solely for the use of applicants seeking the required minimum Local Government Contribution for proposed developments for application to Florida Housing Finance Corporation (FHFC) RFA 2018-114 SAIL Financing for the Construction of Workforce Housing and 2018-116 SAIL financing of Affordable Multifamily Housing Developments to be Used in Conjunction with Tax-Exempt Bonds and Non-Competitive Housing Credits.

UPDATE (10/22/18): The Board of County Commissioners (BCC) will not hold a Board meeting on November 20 as originally scheduled. In order to meet the November 27 FHFC deadline, these applications must go to the November 1 BCC meeting. Updated deadlines are enclosed.

This application and supporting documents may be found online at: https://myescambia.com/our-services/neighborhood-human-services/neighborhood-enterprise/rental-programs

Questions may be submitted to HTCapp@myescambia.com

FUNDING:

Funding to be provided by Escambia County State Housing Initiatives Partnership (SHIP) Program, Escambia County Affordable Housing program funds, and/or Escambia County Housing Finance Authority (ECHFA) funding for proposals that meet the County's criteria. Successful applicants must comply with all rules and regulations of the County's housing programs. Funding is subject to availability. In each instance, the minimum contribution required by FHFC will be provided. Escambia County funding will be in the form of a deferred loan, with the provided amount depreciating over the term of the loan, provided the property is not in default of program agreement and mortgage terms.

Escambia County reserves the right to amend and/or rescind this funding opportunity at any time prior to the final award and approval of any contract by the Board of County Commissioners.

HOMELESS/SPECIAL NEEDS SET ASIDE FUNDING:

If developer will commit to set aside TWO (2) units for a homeless or special needs set aside units, an additional $100,000 will be provided by the County over and above the minimum contribution required by FHFC. The units

must be reserved for an extremely low income (ELI) household or individual according to current income limits, and rent limits on the units must not exceed the current 30% limits for the SHIP Program based on bedroom size as provided by FHFC. The developer may set aside two homeless units, two special needs units, or one of each; the set aside unit requirement is TWO units total.

For homeless units, the developer would commit to working with Opening Doors Northwest Florida (the local homeless Continuum of Care) to receive referrals from homeless/formerly homeless households transitioning out of COC or locally funded permanent supportive housing. An approved Memorandum of Understanding or Agreement with Opening Doors is not required for this application, but must be provided in advance of the County providing funds.

For special needs units, the developer would need to commit to providing units specifically for households that meet the definition of special needs as defined in Section 420.0004(13) F.S., which is a household receiving benefits from Social Security Disability Insurance, Supplemental Security Income, or Veteran's Disability; a domestic violence survivor; a young adult formerly in foster care; or a household with a disabling condition requiring independent living services.

The current 30% SHIP income and rent limits for Escambia County are as follows (please note that FHFC Multifamily Rental Program 30% income and rent limits posted for Escambia County may differ from the amounts below):

Household Size	Income Limit
1	$13,700
2	$16,460
3	$20,780
4	$25,100

Bedroom Size	Monthly Rent Limit
0	$342
1	$377
2	$519
3	$681

TERMS AND CONDITIONS:

1. If awarded funding by FHFC, applicants acknowledge the following regarding Escambia County funding:
   a. All units supported by County funds must remain affordable for a minimum of 15 years.
   b. If funding is approved by FHFC, an Agreement will be entered with the Board of County Commissioners prior to official award of Escambia County funding.
   c. A mortgage and note will be filed against the property. Escambia County acknowledges that this mortgage will be subordinate to other development funding.
   d. Funding will be in the form of a deferred loan, with the loan amount depreciating over the term of the loan provided that the project is not in default.
   e. The County will require annual monitoring of the project for compliance with occupancy, rent and income limits, and property conditions.
2. Applicants acknowledge that all information provided in this application is considered a public record to the extent of the State of Florida public records law.
3. If selected by the County for the local government contribution, the developer will be required to utilize the ECHFA for issuance of any tax-exempt bonds.

4. Funding commitments are good through June 30, 2019 for RFA 2018-114 and ~~September 30~~December 31, 2019 for RFA 2018-116.
5. Incomplete applications will not be considered.
6. The County reserves the right, at its discretion, to waive minor informalities or irregularities in any responses, request clarification/information from the applicants, reject any or all responses in whole or in part, with or without cause, and accept any response, which in the County's judgment will be in the County's best interest.
7. Scoring criteria is provided at the end of this document.
8. Any clarification, correction, or change to this application will me made via a written addendum to be made available online at the site above. Any oral or other type of communication regarding this application is not binding.

IMPORTANT DATES:

Please review the following dates and deadlines for each applicable FHFC Request For Applications (RFA). Applications received after the deadline will not be considered.

	RFA 2018-114: Financing for the Construction of Workforce Housing (SAIL funding)	**RFA 2018-116: Financing of Affordable MF Housing Developments with Bonds and Non-Competitive HC's**
Application Deadline:	5 p.m., October 12, 2018	5 p.m., October ~~31~~29, 2018
Board of County Commissioners Meeting:	5:30 p.m. November 1, 2018	5:30 p.m. November ~~20~~1, 2018

THRESHOLD REQUIREMENTS:

Applications that do not meet the following basic project thresholds will not be considered by the Escambia County Board of County Commissioners.

1. Escambia County Local Contribution Application form completed in its entirety (attached)
2. Preliminary Site Plan and Elevation
3. Executed FHFC Ability to Proceed Forms (5) as follows:
   a. Verification of Availability of Infrastructure-Roads
   b. Verification of Availability of Infrastructure-Water
   c. Verification of Availability of Infrastructure-Sewer Capacity, Package Treatment or Septic Tank
   d. Verification of Availability of Infrastructure-Electricity
   e. Local Government Verification that Development is Consistent with Zoning and Land Use Regulations
4. Submission of Pre-Application Development Review from Escambia County Development Services for unincorporated County Projects or Predevelopment Review for City Projects with written comments. The address and site considered for review and funding under this RFA must match the address and site reviewed by the applicable review body.

a. UNINCORPORATED ESCAMBIA COUNTY PROJECTS: Pre-application meetings are held Wednesdays. Contact 850-595-3472 or developmentreview@myescambia.com to set up an preapplication meeting. Please review the submittal deadlines and complete the "Commercial Site Pre-Application Submittal Checklist" form from https://myescambia.com/our-services/development-services/development-review/development-review-forms . Submission will include a Transmittal Letter, Project Information Form, Project Narrative, and Preliminary Site plans to scale. Please note that the County pre-application review comments are only valid for 12 months. The pre-application must be current at the time of the application deadline.

b. CITY OF PENSACOLA PROJECTS: Development reviews are held Wednesdays at 9 a.m. Contact the City Planning office (http://www.ci.pensacola.fl.us/289/One-Stop-Development) at 850-435-5655 or DevelomentReview@cityofpensacola.com for more information. *You must also contact Marcie Whitaker, City Housing Administrator, at 850-858-0323 or at* mwhitaker@cityofpensacola.com *to inform of your attendance at the City Preapplication Review.*

5. Evidence of Site Control as documented by a deed or certificate of title, eligible contract, or long term lease per the definitions outlined in the applicable FHFC RFA.
6. Project Proforma and proposed sources and uses statement
7. Development Team Information: Developer to provide proof of 5 year's experience in workforce or affordable housing, including information on the development team structure
8. Property Management Team Information: Developer to provide information on experience of proposed property management team
9. Evidence of Community Outreach. Developer must provide evidence of direct notification to property owners within 2500 feet of the proposed development by submission of the property owner contact list utilized as well as any other available confirmation. Copies of flyers, emails, mailouts, advertising, agendas, minutes, sign-in sheets or other evidence indicating review of the proposed project through community meeting(s) with area residents. Please notify the County in advance at HTC@myescambia.com of the date and time of the meeting.
10. Verification that Project is not located in a FEMA Mapped Special Flood Hazard Area. Staff will verify based on project location.
11. Verification that Project is not located in a Racially and Ethnically Concentrated Area of Poverty (RECAP) area. No projects in Census Tract 16. Staff will verify based on project location.
12. Applicant or its principals may not be debarred from federal projects or from FHFC projects. Developer may not be on FHFC's non-compliance listing for ANY REASON.

SUBMISSION INSTRUCTIONS:

Submit one (1) original and four (4) copies of the entire application by mail or hand delivery no later than the due date and time listed in the application to:

Escambia County Neighborhood Enterprise Division
FHFC Housing Tax Credit Applications
Meredith Reeves, Division Manager
221 Palafox Place, Suite 200
Pensacola, FL 32502

GENERAL INSTRUCTIONS:

* NO ELECTRONIC COPIES WILL BE ACCEPTED
* Originals and copies must be submitted in the order given below, with labeled tab dividers corresponding to the Attachments and Appendices. Originals and copies must be three hole punched on the left side. Copies may be double sided.
*Please provide one Disk or Thumb Drive with all of the below information.

SUBMISSION FORMAT:

APPLICATION (pages 6-11)

ATTACHMENTS (threshold requirement):
Attachment 1: Preliminary Site Plan and Elevation
Attachment 2: FHFC Ability to Proceed Forms
Attachment 3: Pre-Application Development Review with written comments
Attachment 4. Evidence of Site Control
Attachment 5: Proforma and Sources & Uses Statement
Attachment 6: Development Team Information
Attachment 7: Property Management Team Information
Attachment 8: Evidence of Community Outreach

APPENDICES:
Appendix A: Listing of affordable/workforce properties developed or owned in Escambia or Santa Rosa Counties
Appendix B: Listing of affordable or workforce properties managed by property management team in Escambia or Santa Rosa Counties
Appendix C: Design Compatibility Narrative
Appendix D: Local Contractor Verification(s)
Appendix E: Local Partnership Verification(s)
Appendix F: Community Support Verification
Appendix G: Local Community Benefits Narrative
Appendix H: Ability to Proceed Narrative
Appendix I: Additional information requested from DEVELOPER EXPERIENCE SECTION (if applicable)

APPLICATION

1. THRESHOLD REQUIREMENTS:

The following items are thresholds and must ALL be answered YES to be considered for funding. Please acknowledge your responses by checking "yes" or "no" in the columns below.

		Staff Verification
1. Did the developer supply a preliminary site plan and elevation?	☐ YES ☐ NO	
2. Did the Developer provide the five executed FHFC ability to proceed forms?	☐ YES ☐ NO	
3. Did the Developer provide a pre-application review with written comments from Escambia County or the City of Pensacola as appropriate?	☐ YES ☐ NO	
4. Did the developer provide executed evidence of site control?	☐ YES ☐ NO	
5. Did the developer provide a development proforma and sources and uses statement?	☐ YES ☐ NO	
6. Did the developer provide information on the development team?	☐ YES ☐ NO	
7. Did the developer provide information on the property management team?	☐ YES ☐ NO	
8. Did the developer provide evidence of community outreach?	☐ YES ☐ NO	
9. Project is NOT located in a FEMA mapped Special Flood Hazard Area?	☐ YES ☐ NO	
10. Project is NOT located in a Racially and Ethnically Concentrated Area of Poverty (RECAP) area (Census Tracts 16)	☐ YES ☐ NO	
11. The developer or its principals are NOT debarred from federal projects or FHFC projects and developer is not on FHFC's non-compliance listing for any reason	☐ YES ☐ NO	

2. CONTACT INFORMATION:

Applicant Name: _____

_____

Mailing Address: _____

Email Address: _____

Phone Number: _____

Primary Contact/Title: _____

Secondary Contact/Title: _____

3. GENERAL DEVELOPMENT INFORMATION:

FHFC RFA # _____

Development Name: _____

Development Address: _____

Parcel Reference Number: _____

Jurisdiction Location: ☐ Unincorporated Escambia County ☐ City of Pensacola

Type of Development (check all that apply): ☐ Elderly ☐ Family ☐ Special Needs ☐ Homeless

Type of Construction: ☐ New ☐ Rehabilitation ☐ Acquisition/Rehabilitation

Development Design: ☐ Garden Apts ☐ High Rise ☐ Mid Rise, 4 Stories ☐ Townhomes ☐ Quadraplexes ☐ Mid Rise, 5-6 Stories ☐ Duplexes ☐ Other: _____

Total Number of Units: _____ **Number of Set Aside Units:** _____

Is project located in a 2016 RECAP area (census tract 16)? ☐ NO ☐ YES (projects located in these census tracts not eligible)

Is project located in a FEMA Special Flood Hazard Area? ☐ NO ☐ YES (projects located in FEMA SFHA not eligible)

Is the project located in a City or County Community Redevelopment Area? ☐ NO ☐ YES

If yes, provide name of CRA: _____

Is the project located in a Geographic Area of Opportunity (as determined by FHFC listing of Geographic Areas of Opportunities, effective 6/28/18)**?** ☐ NO ☐ YES

DEVELOPMENT BREAKDOWN BY UNIT. Please show the number of units for each income category.

BR SIZE→ / **↓INCOME LEVEL**	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
0-30% Area Median Income (AMI)					
31-50% AMI					
51-60% AMI					
61-80% AMI					
>80% AMI					
TOTALS:					

TOTAL UNITS: _____

PROPOSED RENTS. Please show the proposed rents by bedroom size and income levels.

BR SIZE→ **↓INCOME LEVEL**	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
0-30% Area Median Income (AMI)					
31-50% AMI					
51-60% AMI					
61-80% AMI					
>80% AMI					

4. DEVELOPER EXPERIENCE:

a. Has any member of the development team or any principals of the development team been associated with any development currently debarred or prohibited from participating in FHFC or another state's tax credit program? ☐ NO ☐ YES If yes, please attach a detailed explanation in APPENDIX I.

b. Has any member of the development team or any principals of the development team been associated with any development that has gone into default or been given a "troubled development" status? ☐ NO ☐ YES If yes, please attach a detailed explanation in APPENDIX I.

c. Has any member of the development team or any principals of the development team been associated with any development that has been found in non-compliance with the FHFC or another state tax credit program? ☐ NO ☐ YES If yes, please attach a detailed explanation in APPENDIX I.

d. Provide information on your development teams' housing accomplishments over the past 5 years, including experience with affordable or workforce housing developments. Include summary of staff experience, including organizational chart with names/titles and designation of full or part time status. (ATTACHMENT 6)

e. Provide listing of properties developed or owned by your agency in Escambia or Santa Rosa Counties (APPENDIX A). If none, attach Appendix A and state such.

5. PROPERTY MANAGEMENT TEAM EXPERIENCE:

a. Name of Proposed Property Management Company: _____

b. Address of Management Company: _____

c. Provide information on the experience of the proposed property management team, specifically with affordable or workforce housing developments. (ATTACHMENT 7)

d. Provide listing of properties managed by the proposed property management company in Escambia or Santa Rosa Counties (APPENDIX B). If none, attach Appendix B, stating such.

6. DESIGN COMPATIBILITY:

Preliminary Site Plan and Elevations submitted as ATTACHMENT 1.

Provide a narrative describing how the proposed development's design is appropriate to the neighborhood, including scale and compatibility with existing neighborhood aesthetics. Include whether there is any plan to allow for community involvement to guide the design process. (APPENDIX C)

7. RESIDENT PROGRAM OFFERINGS:

a. FHFC mandates provision of resident programs. Please note the minimum required resident programs that will be offered at the development:

☐ Assistance with Light-Housekeeping, Grocery Shopping and/or Laundry (Elderly Only)

☐ After School Program for Children
☐ Daily Activities
☐ Family Support Coordinator
☐ Homeownership Opportunity Program
☐ Resident Assurance Check-In Program (Elderly)
☐ Computer Training
☐ Employment Assistance Program
☐ Financial Management Program
☐ Literacy Training
☐ Other:_____

b. Please list any resident program offerings in excess of the required minimums from FHFC:

_____

_____

_____

_____

8. LOCAL CONTRACTORS:

Provide evidence that development will use local construction contractors or subcontractors, architects, landscaping firms, environmental services, designers, and/or engineers during the planning and construction of the project that maintain their principal office and place of business in Escambia County, Florida. Provide formal letter(s) on company letterhead that demonstrates partnership with local firms and their capacity in the proposed development. (APPENDIX D)

9. LOCAL PARTNERSHIPS:

Demonstrate partnerships with other not for profits, for profits, or service providers in project development or specific service delivery related to the development. Provide formal letter(s) on company letterhead that demonstrates partnership, MOU, or partnership agreement. (APPENDIX E)

10. EVIDENCE OF COMMUNITY SUPPORT:

Development provided documentation of community outreach as ATTACHMENT 8.

Provide evidence of community support of project as evidenced by meeting minutes, letter(s) of support from property owners in the vicinity of the proposed development, and/or letter(s) of support from local neighborhood groups. (APPENDIX F)

11. FINANCIAL CAPACITY:

a. Total Development Cost: _____

b. Cost per Unit: _____

c. Is project based rental assistance anticipated for this Development? ☐ NO ☐ YES

If yes, list source of rental assistance: _____

Number of Units to receive assistance: _____ Years remaining on rental assistance contract: _____

d. Attach a 15 year Proforma cash flow and proposed sources and uses of funds to demonstrate long-term cash flow for the development. Documents should be based on assumptions of occupancy, rents, and expenses for the duration of the affordability period. (ATTACHMENT 5)

12. LOCAL COMMUNITY BENEFITS:

Provide a narrative describing programs or amenities that the development will offer to the surrounding community as a whole. If applicable, include ways the development will help redevelop vacant or abandoned properties, brownfield sites, or severely blighted properties that are negatively impacting the surrounding community. Provide any market studies or analysis that show that the development will help stabilize or improve the area. Describe any innovative ways to reduce public expense in the area (shared parking, sidewalks, etc.). Describe in detail any planned unit set asides for homeless or special needs households (APPENDIX G), including the set aside type, number of units, BR size, rents, and income limits.

NOTE: For the purposes of this application, a Special Needs person is defined in Section 420.0004(13), F.S., which means an adult person requiring independent living services in order to maintain housing or develop independent living skills and who has a disabling condition; a young adult formerly in foster care who is eligible for services under s. 409.1451(5); a survivor of domestic violence as defined in s. 741.28; or a person receiving benefits under the Social Security Disability Insurance (SSDI) program or the Supplemental Security Income (SSI) program or from veterans' disability benefits.

13. ABILITY TO PROCEED:

FHFC-required Ability to Proceed forms included as ATTACHMENT 2, Pre-Application Development Review as ATTACHMENT 3, and Evidence of Site Control as ATTACHMENT 4.

a. Identify how any concerns raised about the ability for the project to proceed as identified in the Pre-Application Review process will be resolved. Provide information about the ability of the project to quickly proceed through underwriting if approved for funding by FHFC. (APPENDIX H)

b. Provide projected project timeline (subject to FHFC approval and underwriting) after approval of agreement by the BCC. Include key dates, such as permit timing, FHFC funding closing dates, substantial completion, and lease-up.

14. HOMELESS AND/OR SPECIAL NEEDS SET ASIDE

Additional funding in excess of the minimum local government contribution will be provided if developer provides TWO (2) units as a set aside for homeless or formerly homeless households as referred by the local Continuum of Care and/or for special needs households as defined by Section 420.0004(13) F.S. These set aside units must be rented to households at or below 30% AMI with rent limits at the 30% limits by bedroom as provided by the SHIP program. County funding must be shown in development pro-forma.

Indicate if this development is applying for this additional homeless or special needs set aside funding as outlined in the application. ☐ NO ☐ YES If yes, please continue below.

_____ Number of Homeless Units
_____ Number of Special Needs Units

Be sure to link how these set asides provide Local Community Benefits in APPENDIX G (See QUESTION 12).

CERTIFICATION:

The proposer certifies that all documents included with this application are valid as of the date of this application and that current, dated copies have been submitted with this proposal. The person executing this document represents that s/he has the authority to bind the applicant. All items must be complete and included in the response by the deadline in order to meet minimum qualifications.

This application will also be considered an application to the ECHFA for issuance of tax exempt debt.

Signature: _____ Date: _____

SCORING CRITERIA

FHFC RFA # _____

Development Name: _____

Description	Maximum Points Available	Points Awarded
Developer Experience	**20**	
*Is the developer currently debarred or prohibited from participating in FHFC programs? *Does the developer have any areas of non-compliance with FHFC? *Does the developer have adequate experience to complete this type of project?		
Comments:		
Property Management Experience	**10**	
*Did the developer provide listings of properties managed by the proposed property manager in Escambia and Santa Rosa Counties? *Does the property management team have experience managing properties of this type?		
Comments:		
Design Compatibility	**15**	
*Does the developer provide a narrative describing how the proposed development's design is appropriate to the neighborhood? *Does the developer have a plan to allow for community involvement to guide the design process? *Is the scale of the proposed development appropriate for the surrounding neighborhood? *Does the development display compatibility with existing properties? *Does the development provide any innovative design features, such as crime prevention through environmental design?		
Comments:		
Resident Program Offerings	**5**	
*Does the developer offer resident programs in excess of the required minimums from FHFC (for family units, three programs are required; for elderly units, 24 hr support plus 3 additional programs are required)?		
Comments:		

Local Contractors	**5**	
*Does the developer propose using local construction contractors, architects, designers, engineers, and/or professional services?		
Comments:		
Local Partnerships	**5**	
*Did the developer provide evidence of partnership(s) with local agencies to provide specific service delivery related to the project?		
Comments:		
Community Support	**10**	
*Did the developer provide evidence of notification in the form of emails, and/or mailouts to owners within 2500 feet of the proposed project? *Was any other advertising performed? *Did the developer hold a community meeting in the vicinity of the proposed development and provide agenda, minutes, and sign in sheets? *Can the developer provide letter(s) of support from local neighborhood groups regarding the development?		
Comments:		
Target Areas	**5**	
*Is the project located within a City or County Community Redevelopment Area? **OR** *Is the development located within an Area of Opportunity (as listed by FHFC 6/28/18)?		
Comments:		
Financial Capacity	**10**	
*Does the development proforma indicate sufficient funding to complete the project?		
Comments:		
Local Community Benefits	**10**	
*Does the development provide programs or amenities that are available to the surrounding neighborhood? *Does the development look to redevelop vacant or abandoned properties, brownfield sites, or severely blighted properties that are negatively impacting the surrounding neighborhood? *Does the development provide any innovations that may reduce public expenses in the area? *Will the development provide any set asides for homeless or special needs households?		
Comments:		

Ability to Proceed	**5**	
*Did the development provide ability to proceed forms demonstrating availability of water, sewer, and electrical services at the site? *Is the development appropriately zoned and consistent with local land use regulations regarding intended use and density? *Based on Preapplication Review from County/City, how able is the development to proceed? *Does the developer have evidence of site control?		
Comments:		
Total Points (minimum of 80 points required for submission to BCC for Local Government Contribution):		/100

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15110 **County Administrator's Report 13. 6.**
BCC Regular Meeting **Discussion**
Meeting Date: 11/01/2018
Issue: Acquisition of Real Property for the Bristol Park - Ashbury Hills Area Project
From: Joy Jones, Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acquisition of Real Property for the Bristol Park-Ashbury Hills Area Project - Joy Jones, P.E., Public Works Department Director

That the Board, in accordance with Section 46-139 of the Escambia County Code of Ordinances, and consistent with Federal Emergency Management Agency (FEMA) acquisition requirements, either approve by super-majority or deny the following action regarding the acquisition of real property for the Bristol Park-Ashbury Hills Area project:

A. Authorize the purchase of the following parcel in accordance with the terms and conditions contained in the Contract for Sale and Purchase, and Hazard Mitigation Grant Program (HMGP) Guidelines:

Property Owner	Property Address	Parcel Size	Purchase Price
Kiker, James W.	9990 Bristol Park Road	approx. 0.83 acres	$290,000

B. Approve the Contract for Sale and Purchase for the acquisition of real property located in the Bristol Park-Ashbury Hills Subdivision;

C. Authorize the payment of documentary stamp taxes and recording fees pursuant to the HMGP Guidelines; and

D. Authorize the County Attorney's Office to prepare and the Chairman or Vice Chairman to execute any documents, subject to Legal review and sign-off, necessary to complete the acquisition of this property without further action of the Board (if the purchases are approved).

[Funding Source: Fund 352, "Local Option Sales Tax III," Cost Center 210120, Object Code 56101, Project #16EN3595]

This property is located in Commission District 5.

BACKGROUND:

Meeting in regular session on December 8, 2016, the Board approved staff to pursue the acquisition of properties that are listed within the Hazard Mitigation Grant Program (HMGP) and located along Eleven Mile Creek.

As stated in the FEMA HMGP Homeowner Acquisition Fact Sheet: the county is to pay fair and reasonable costs of title transfer, recording fees, transfer taxes, and evidence of title and legal description (all costs will be submitted for reimbursement). The homeowners are responsible for fees necessary to clear existing mortgages, liens and encumbrances from the deed, as well as any past due taxes.

By authorizing the payment of documentary stamps and recording fees, the total value paid for this parcel will be in excess of the appraised value; therefore, a super-majority vote is required.

Meeting in regular session on October 18, 2018, the Board approved the Kiker's appeal for a purchase amount of $290,000. This purchase amount is the average of the County's highest appraisal ($295,000) and the owner's appraisal ($285,000).

BUDGETARY IMPACT:

Funding for this project is available in Fund 352, "Local Option Sales Tax III," Cost 210120, Object Code 56101, Project #16EN3595. Funds spent toward this project are eligible for reimbursement through the grant.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's office will prepare the closing documents and conduct the closing for the purchase of this property. The Contract for Sale and Purchase will be approved as to form and legal sufficiency by Stephen West, Senior Assistant County Attorney.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

These actions are consistent with the provisions of Section 46-139 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

Contract - Kiker

Aerial Map

Purchase to Date Map

CONTRACT FOR SALE AND PURCHASE

This is a Contract for Sale and Purchase ("Contract"), between James W. Kiker, a widowed and unremarried man, whose address is 9990 Bristol Park Road, Cantonment, Florida 32533 ("Seller"), 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 ("Buyer").

1. AGREEMENT. Seller agrees to sell and Buyer agrees to buy the real property described in Exhibit A, together with all structures, fixtures, and improvements (the "Property") upon the terms and conditions stated in this Contract. Authorization for this purchase was obtained during a duly advertised meeting of the Board of County Commissioners held on _____, 2018.

2. PURCHASE PRICE; PAYMENT. The purchase price is Two Hundred Ninety Thousand Dollars ($290,000.00), payable to Seller at closing.

3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; FACSIMILE. If the Contract is not executed by and delivered to all parties, or fact of execution communicated in writing between the parties, the Contract will be null and void. A facsimile copy of the Contract and any signatures on the Contract will be considered for all purposes as originals. The effective date ("Effective Date") of the Contract is the date when the last party signs the Contract.

4. TITLE EVIDENCE. Within thirty (30) days from the Effective Date of this Contract, Buyer shall examine title to the Property. If the title is found to be defective in Buyer's opinion, Buyer shall notify Seller in writing specifying the defects, and Seller shall have one hundred twenty (120) days from receipt of notice within which to cure the defects and the date for closing shall be accordingly extended. If Seller is unsuccessful in removing the defects within that time to Buyer's reasonable satisfaction, Buyer shall have the option of either (i) accepting title as it then is, including the title defect, or (ii) terminating this Contract, whereupon Buyer and Seller shall be released for all obligations under the Contract.

5. SELLER'S AFFIDAVITS AS TO UNRECORDED MATTERS, POSSESSION AND MECHANIC'S LIENS. Subject to any provisions in the Contract to the contrary, Seller must furnish to Buyer at closing affidavits in a form acceptable to the Buyer and sufficient to remove standard printed exceptions to title in an owner's policy of title insurance regarding (i) unrecorded matters (except for taxes not yet due and payable and special assessments not shown by the public records), (ii) parties in possession, except for the rights of tenants, if any, as tenants only, in possession and occupancy of the Property under written leases which have been furnished to Buyer by Seller and accepted by Buyer in writing, and (iii) mechanic's liens. Seller represent to Buyer that there are and at closing there will be no tenants or lessees occupying the Property or any portion of the Property. The Seller's Affidavits must contain information required for completion of Internal Revenue Service 1099 Form and a FIRPTA disclosure.

6. COSTS AND EXPENSES. Seller and Buyer will pay costs and expenses as follows:

prorated ad valorem taxes and assessments (Seller); Deed Documentary Stamp Tax (Buyer); Survey (Buyer); Title Insurance (Buyer); Recording of Deed (Buyer); Buyer's Attorney's Fees (Buyer); Seller' Attorney's Fees (Seller); Environmental Assessment (Buyer), costs to cure title defects and encumbrances on title (Seller).

7. BROKERS. Neither Buyer nor Seller have utilized the services of, or for any other reason owes compensation to, a licensed real estate broker.

8. TAXES AND ASSESSMENTS. All real estate taxes and assessments which are or which may become a lien against the Property must be satisfied by Seller at closing. In the event the closing occurs between January 1 and November 1, Seller must, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer, based upon the current assessment and millage rates on the Property. In the event the closing occurs on or after November 1, Seller must pay to the tax collector an amount equal to the taxes that are determined to be legally due and payable.

9. CONVEYANCE AND TRANSFER OF TITLE. Seller shall convey title to the Property by Warranty Deed.

10. CLOSING. This transaction will be closed and the Warranty Deed and other closing documents prepared by the Office of the County Attorney, 221 Palafox Place, Suite 430, Pensacola, Florida 32502. Closing shall occur on or before thirty (30) days from the Effective Date of this Contract unless the date for closing is extended by mutual agreement of the parties or as otherwise provided in this Contract.

11. CLOSING PROCEDURE; DISBURSEMENT OF PROCEEDS OF SALE. At closing, Seller shall deliver the Warranty Deed and the proceeds of the sale will be disbursed to Seller in accordance with a settlement statement signed by both parties.

12. FAILURE OF PERFORMANCE. If Buyer fails or refuses to perform the Contract and Seller are not in default under this Contract, Seller will receive the deposit/earnest money, if any, plus all interest accrued, and other reasonable costs incurred by the Seller in reliance on the Contract, to be paid by Buyer as liquidated damages, consideration for the execution of the Contract and in full settlement of any claims for damages and as Seller' sole remedy under the Contract and Seller have no right of specific performance. If Seller fail or refuses to perform the Contract for any reason and Buyer is not in default under the Contract, (i) Buyer may proceed in law or in equity to enforce Buyer's rights under the Contract, or (ii) Buyer may elect to terminate the Contract and to receive the return of Buyer's deposit, plus interest earned, and reimbursement from Seller for all costs and expenses Buyer incurred with regard to the Contract in full settlement of any claims for damages.

13. ATTORNEYS' FEES; COSTS. Each party shall be responsible for their own attorneys' fees and costs in connection with any litigation or other dispute resolution proceeding.

14. SURVIVAL. All representations and warranties contained in the Contract and any provision of the Contract which by their nature and effect are required to be observed, kept or

performed after closing, (i) survive closing and the delivery of the Warranty Deed, and (ii) remain binding upon and for the benefit of the parties to the Contract, their respective successors and assigns, until fully observed, kept or performed.

15. ASSIGNABILITY. Buyer and Seller cannot assign the Contract or rights under the Contract without the express written consent of the other.

16. RISK OF LOSS. The risk of loss to the Property is the responsibility of Seller until closing.

17. RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the Escambia County public health unit.

18. OTHER AGREEMENTS. No prior or present agreements or representations are binding upon Buyer or Seller unless included in the Contract. No modification or change in the Contract are valid or binding upon the parties unless in writing and executed by the parties to be bound.

19. NOTICES. Any notice or demand to be given or that may be given under this Contract must be in writing and delivered by hand or delivered through the United States mail to:

TO BUYER:
Office of the County Engineer
Real Estate Division
3363 West Park Place
Pensacola, Florida 32505

TO SELLER:
James W. Kiker
9990 Bristol Park Road
Cantonment, Florida 32533

WITH A COPY TO:
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502

20. COUNTERPARTS. The Contract will be executed in duplicate counterparts, both of which taken together constitute one and the same instrument and any party or signatory may execute the Contact by signing a counterpart.

21. THIRD PARTY LEASES AND CONTRACTS. Seller shall at closing furnish to Buyer releases from any mortgage or existing leases.

22. SURVEY. Buyer may obtain a survey at its own expense. If Buyer prepares a survey and objectionable items are disclosed, objectionable matters will be viewed as title defects and the

provisions of Paragraph 4 shall apply.

23. INSPECTION OF PROPERTY. Upon reasonable notice and without disruption of Seller's current use of the Property, Buyer may have subsurface investigations and environmental audits of the Property made by qualified geotechnical and environmental engineers sufficient in the judgment of the inspecting engineer to ascertain whether or not the Property meets the standards acceptable to Buyer. In the event that the report indicates that the Property does not meet Buyer's standards, Buyer, by notice to Seller on or before 10 days prior to closing, has the option of terminating the Contract and Seller agree to return any deposit paid by Buyer. Seller warrant that there are no facts known to Seller materially affecting the value of the Property, which are not readily observable by Buyer or which have not been disclosed to Buyer.

24. ACCESS. Upon prior notice to Seller, Buyer and Buyer's agents and representatives shall have the right to access the Property at any reasonable time prior to closing for the purpose of making the investigations, environmental audits, inspections and surveys authorized by the Contract, provided neither Buyer nor its agents interfere with the use of the Property by Seller or its employees or customers.

25. OCCUPANCY AND POSSESSION. Seller warrants delivery of possession of the Property to Buyer at closing.

26. CONDEMNATION. Seller convey by sale the Property for public use and waive any right to compensation for the Property other than as provided for in the Contract. If at any time prior to closing, the Property or any portion of the Property is taken by the exercise of eminent domain by another entity possessing those powers or if any preliminary steps in any taking by eminent domain of all or any portion of the Property occurs prior to closing, Buyer may, at Buyer's option, within 10 days after notice of this fact from Seller, rescind the Contract and Seller must return any deposit paid under the Contract to Buyer. Upon refund of the deposit, plus any interest earned, Buyer and Seller are released, as to one another, of all further obligations under the Contract. Seller shall notify Buyer of any taking by eminent domain and all steps preliminary to any taking immediately upon Seller's knowledge of the occurrence. If Buyer does not exercise Buyer's option to rescind under this Paragraph, the Contract remains in full force and effect. In this event Seller, (i) shall pay to Buyer at closing all proceeds previously received by Seller from the condemning authority, and (ii) shall assign to Buyer at closing all proceeds to be paid by the condemning authority after closing by an instrument of assignment in a form reasonably acceptable to Buyer.

27. FOREIGN INVESTMENT AND REAL PROPERTY TAX ACT (FIRPTA) AFFIDAVIT. Seller agrees to furnish to Buyer at closing a transferor's certification disclosing under penalty of perjury Seller's foreign or non-foreign status and Seller's United States federal identification number. The certification must be, (i) in a form acceptable to Buyer, and (ii) if Buyer has non-foreign status, in a form meeting the requirements of Section 1445(a) of the Internal Revenue Code of 1986, as amended, and the Regulations under Section 1445(a).

THIS CONTRACT IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THIS CONTRACT SHALL NOT BE EFFECTIVE UNLESS APPROVED BY THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AT A DULY NOTICED PUBLIC MEETING.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Jeff Bergosh, Chairman

_____
Deputy Clerk

Date: _____

BCC Approved: _____

SELLER:

_____
Witness

_____
James W. Kiker

TERESA O. KIKER
Print Name

_____
Witness

Chris Tate
Print Name

Approved as to form and legal sufficiency.
By/Title: Assistant County Attorney
Oct. 26, 2018

Date: 10-25-18

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 25 day of OCTOBER, 2018, by **James W. Kiker**. He (X) is personally known to me, (__) produced current _____ as identification.

_____
Signature of Notary Public

KATHLEEN FARNON
Printed Name of Notary Public

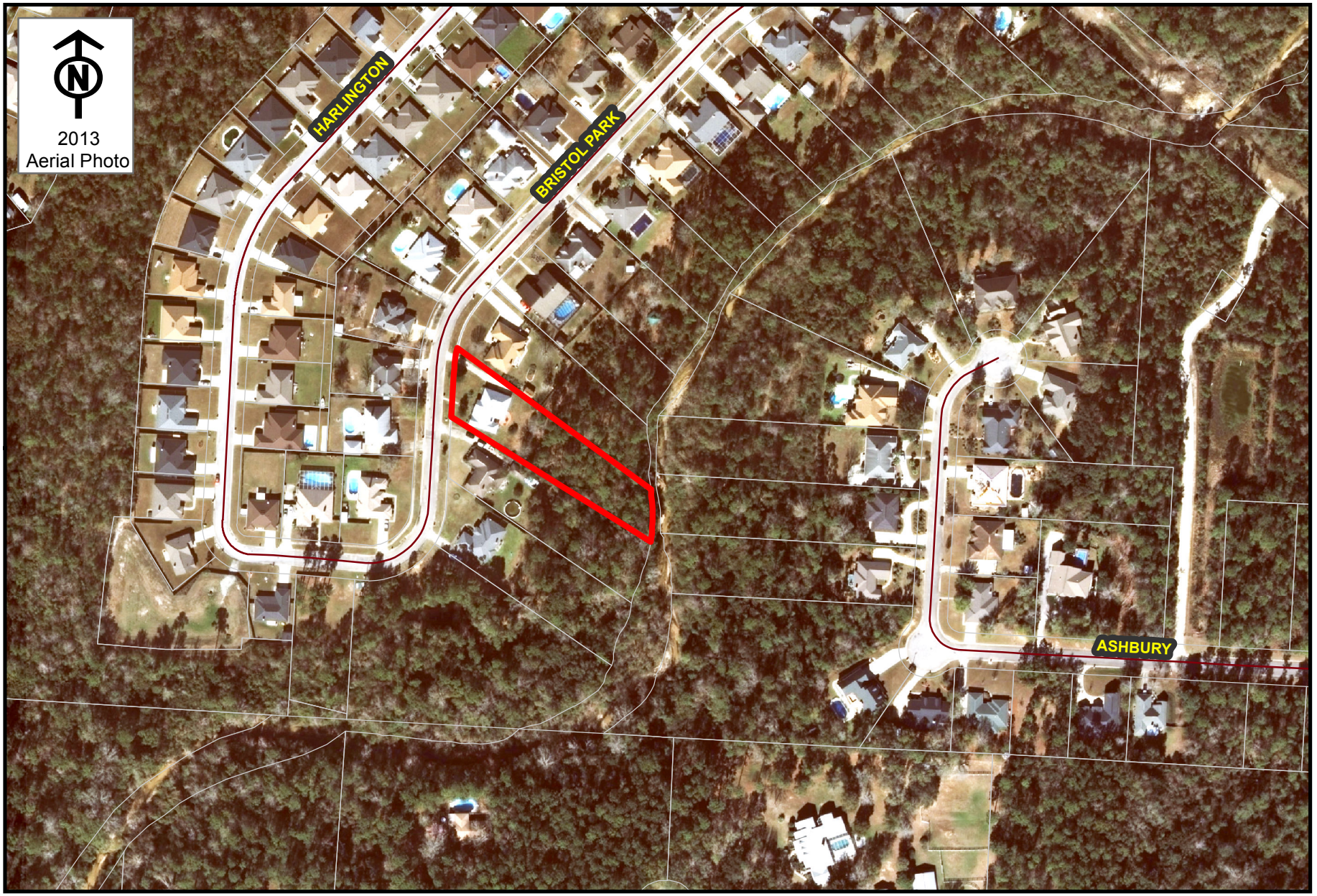
(Notarial Seal)

KATHLEEN FARNON
MY COMMISSION # FF985867
EXPIRES April 25, 2020
(407) 398-0153 FloridaNotaryService.com

Exhibit "A"

Lot 12, Block C, Bristol Park, Unit II, a subdivision of a portion of Section 3, Township 1 South, Range 31 West, Escambia County, Florida, according to plat recorded in Plat Book 14, Page 20, of the Public Records of said County.

Bristol Park - Ashbury Hills

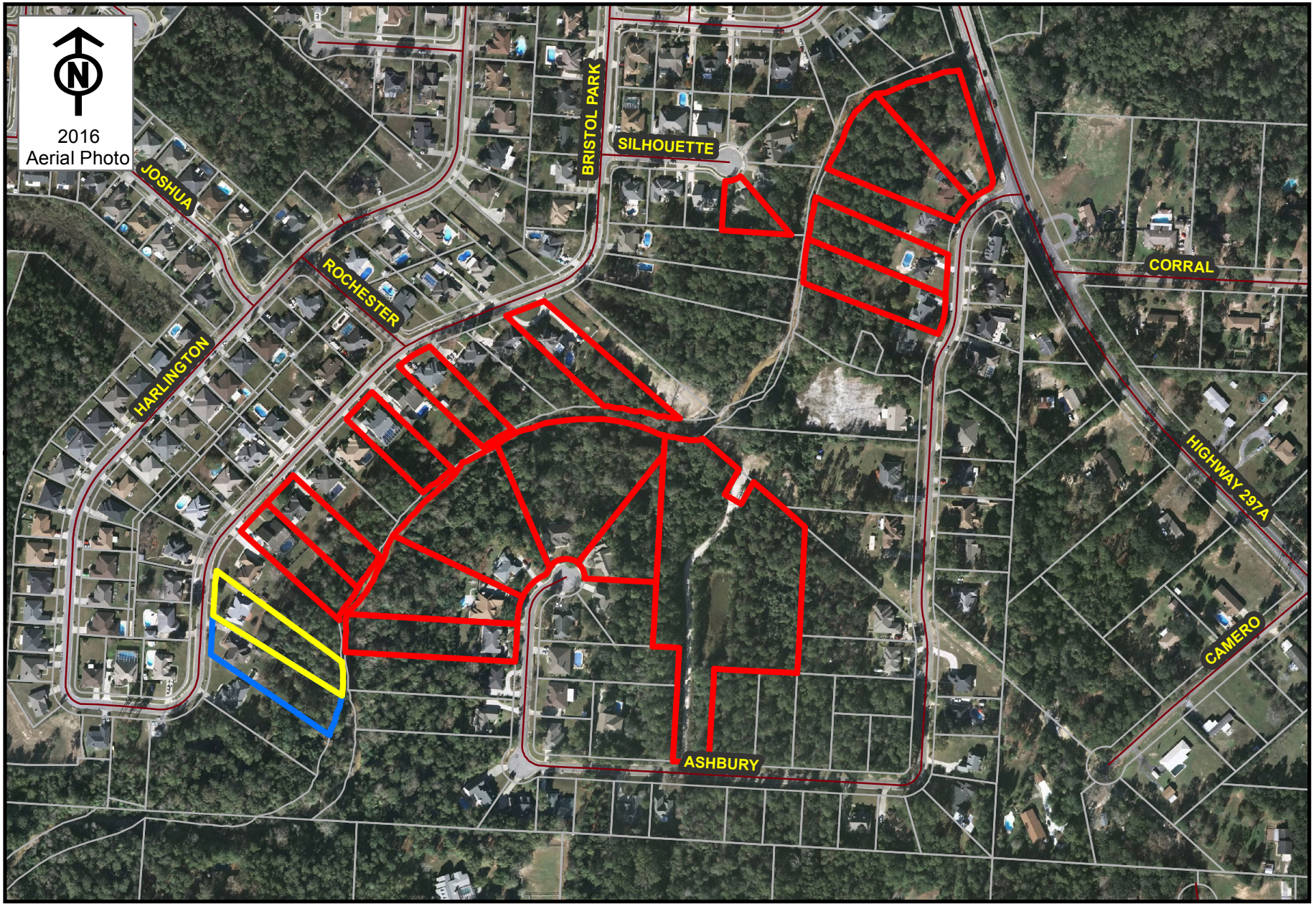


ESCAMBIA COUNTY
ENGINEERING DIVISION

SSW 12/2016 DISTRICT 5

9990 Bristol Park Road

Bristol Park - Ashbury Hills



ESCAMBIA COUNTY
ENGINEERING DIVISION

SSW 8/27/18 DISTRICT 5

Purchased

Closing Pending

Kiker Property

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15076 **County Administrator's Report 13. 7.**
BCC Regular Meeting **Discussion**
Meeting Date: 11/01/2018
Issue: Floridian Ditch Restoration/Godwin Lane Pit Regional Pond Project
From: Joy Jones, Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Floridian Ditch Restoration/Godwin Lane Pit Regional Pond Project - Joy Jones, P.E., Public Works Department Director

That the Board authorize staff to negotiate with Esplanade Communities of Florida, LLC, to bring back to the Board an Agreement that would allow the proposed Embers Ridge Subdivision to use County-owned property for stormwater purposes, upon appropriate improvements and payment by Esplanade.

This project is located in Commission District 1.

BACKGROUND:

At the regularly scheduled board meeting on May 17, 2018, the board accepted donation of a 16.89-acre inactive borrow pit, located on the north side of Godwin Lane, adjacent to Escambia County's Road Department field operations site on Mobile Highway, property reference number 25-1S-3306-000-000. The deed for the property was recorded into official records in OR Book 7916, Page 1769, and was accepted by the Board with the intention of converting it into a regional stormwater management facility and reclaiming any borrow pit resources for County use.

On October 22, 2018, the County received a letter from David W. Fitzpatrick, PE, PA as the representative for Esplanade Communities of Florida, LLC (Esplanade) requesting Escambia County to consider allowing the Esplanade Developer to utilize the Godwin Borrow Pit for stormwater storage and treatment.

The developer/owner, Esplanade Communities of Florida, LLC, intends to develop

a 60-lot single family subdivision, referenced as Embers Ridge subdivision, on property reference numbers 38-1S-31-1200-002-001 and 38-1S-31-1200-006-001, approximately 18.75 acres of vacant property, located on the south side of Godwin Lane, approximately 1500 linear feet west of the subject Godwin Lane borrow pit.

In lieu of an onsite subdivision stormwater pond, the Developer requests they be allowed to design and permit the pit and associated drainage infrastructure through regulating Agencies to convert the pit into a Regional Stormwater Facility for the County. Staff estimates this regional pond could serve a 210-acre drainage basin for the area and provide available stormwater capacity for other future developments within the area.

Preliminary engineering estimates for design, permitting, and construction are approximately $462,000.00. Staff has identified $150,000.00 in LOST IV “Floridian Ditch Restoration/Godwin Lane Pit Regional Pond Project” and another $150,000.00 in LOST III from completed or otherwise funded projects that can be reallocated if approved by the Board. The developer/owner proposes to offer $175,000 toward this effort. This total is the offset price of not building an onsite pond and gaining two lots to sell.

BUDGETARY IMPACT:

Preliminary engineering estimates for design, permitting, and construction are approximately $462,000.00. Staff has identified $150,000.00 in LOST IV “Floridian Ditch Restoration/Godwin Lane Pit Regional Pond Project” and another $150,000.00 in LOST III from completed or otherwise funded projects that can be reallocated if approved by the Board. The developer/owner proposes to offer $175,000 toward this effort. This total is the offset price of not building an onsite pond and gaining two lots to sell.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney’s Office will review all documents associtated with the agreement.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinance of Escambia County, FL, 1999, Chapter 46, Finance, Article II, Purchases and Contracts. Additionally, this action is consistent with Land Development Code Sec. 5-4.5 (a)(6) which encourages regional stormwater management systems.

IMPLEMENTATION/COORDINATION:

Upon Board approval, the Engineering Division will coordinate with all involved parties.

Attachments

Godwin Letter 10 22 18
BCC Action 05.17.18

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

10250 North Palafox Street ◆ Pensacola, Florida 32534
Phone (850) 476-8677 ◆ Fax (850) 476-7708

Escambia County Engineering
October 22, 2018
Attention: Joy Jones, P.E.

Ref: Proposal of Embers Ridge Subdivision offsite stormwater treatment pond by Esplanade Communities of Florida, LLC

Dear Joy,

On behalf of my client, Esplanade Communities of Florida, LLC, I respectfully request Escambia County to consider our project utilizing the existing County owned of a sand pit located along Godwin Lane near the Embers Ridge single family subdivision we are planning. The pit will be transitioned into a regional stormwater storage and treatment pond. We have performed a preliminary engineering assessment and determined that our proposed subdivision will be able to connect to the pit via pipes and inlets yet to be designed. Our assessment also determined that a positive discharge can be accomplished by construction of an inlet structure with weir near our proposed subdivision entrance. This inlet will discharge through a pipe headed west along Godwin Lane to an existing pipe and structure coming from the Springfield Subdivision. By this work current stormwater flow occurring along Godwin Lane east of our development will also be directed into the pit thereby reducing flow west to the existing gulley located west of Blue Angel Parkway. In addition if survey proves the Springfield ponds can connect to the pit we will design that system connection as well.

I include with this proposal an estimate of construction cost with engineering and surveying and a sketch of our assessment. As discussed between Chris Curb, my client the developer, Leonard Jernigan of Esplanade, and myself he has offered up to $175,000.00 toward this effort should the county decide to move forward. The county will need to pay the remaining cost to develop the pit into a storm pond acceptable by NWFWMD.

Time is of the essence. Therefore we need to make a decision on this as soon as possible, say by November 1. We have begun the planning for the onsite work so will need to have a pond location decision soon. Thank you for your consideration and please call if you have questions or need clarification.

Sincerely,

David W. Fitzpatrick, P.E.

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

1-16. Approval of Various Consent Agenda Items - Continued

12. Taking the following action concerning the Termination for Convenience notification from Escambia County (Alabama) Healthcare Authority:

    A. Approving the Termination for Convenience; and

    B. Authorizing a waiver of the 30-day notification and make it [the Termination of Convenience] effective May 14, 2018; written notification was received from the Escambia County (Alabama) Healthcare Authority on May 1, 2018, stating they had obtained an EMS provider that would begin service to their area on May 14, 2018.

13. Approving the Request for Disposition of Property Form for the Court Administration Office, for property that has far exceeded the manufacturer's warranty and is past its end of life; some equipment is not operational and is now no longer of use to the department.

14. Taking the following action concerning acceptance, via donation, of three parcels of real property, located on Hollywood Avenue, Godwin Lane, and Massachusetts Avenue:

    A. Approving, and authorizing the Chairman to sign, the Donation Agreement between Preferred Materials, Inc., and Escambia County;

    B. Accepting the donation of the following parcels, via Limited Warranty Deeds:

Property Reference Number	**Address**	**Acreage**
09-2S-30-0101-001-001	Hollywood Avenue	13.27
25-1S-31-3306-000-000	Godwin Lane	17.01
12-2S-30-7001-000-000	Massachusetts Avenue	28.16

    C. Authorizing the County Administrator to execute an IRS Form 8283 and a gift substantiation letter, subject to Legal sign-off; and

    D. Authorizing the Chairman or Vice Chairman to accept and execute the Limited Warranty Deeds and all other documents as necessary to complete the transaction, as of the day of delivery of the Deeds to the Chairman or Vice Chairman, and authorizing the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15106 **County Attorney's Report 13. 1.**
BCC Regular Meeting **Action**
Meeting Date: 11/01/2018
Issue: Amending Provisions of the Unlawful Harassment Policy
From: Charles Peppler, Deputy County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:
Recommendation Concerning Amending the Unlawful Harassment Policy, Section II, Part C. 38.

That the Board adopt the attached amended Unlawful Harassment Policy. Since its original adoption on April 17, 2018, the Board approved a negotiated settlement agreement with the EEOC in which the County agreed to amend and adopt an updated anti-harassment policy with clear, multiple avenues for employees to make complaints, whether in writing or orally.

BACKGROUND:
The original purpose of the Equal Employment Opportunity Plan Policy is to implement the Equal Employment Opportunity Policy Statement, the Unlawful Harassment Policy, and the requirements of the U.S. Department of Justice as recipients of grants and federal funding.

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
This amended policy complies with the negotiated settlement agreement with the EEOC approved by the Board on September 6, 2018.

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

The Human Resources Department will maintain and implement the Unlawful Harassment Policy, dated November 1, 2018. In addition, Fire-Rescue Division will follow and implement the portion of the policy as it pertains to them.

Attachments

Unlawful Harassment Policy

Unlawful Harassment Complaint Form

Board of County Commissioners
Escambia County, Florida

Title:	Unlawful Harassment Policy, Section II, Part C. 38
Date Adopted:	April 17, 2018
Effective Date:	November 1, 2018, as amended
Reference:	
Policy Amended:	November 1, 2018

I. Purpose

Escambia County strives to create and maintain a work environment in which people are treated with dignity, decency and respect. The environment of the County should be characterized by mutual trust and the absence of intimidation, oppression and exploitation. Employees should be able to work and learn in a safe atmosphere. The accomplishment of this goal is essential to the mission of the County.

II. Scope

All employees, regardless of their positions and including regular, temporary, relief, intermittent, provisional, grant-funded, interns, and student appointment employees, are covered by and are expected to comply with this policy and to take appropriate measures to ensure that prohibited conduct does not occur. Appropriate disciplinary action will be taken against any employee who violates this policy.

III. Responsibilities

A. Board of County Commissioners/Employer

1. Employer shall mean any supervisory or managerial employee to whom an allegation of harassment, discrimination or retaliation is presented.

2. Escambia County will not tolerate unlawful discrimination or harassment of any kind. Through enforcement of this policy and by education of employees, the County will seek to prevent, correct and discipline behavior that violates this policy.

3. It is the responsibility of the HR Director to maintain a written copy of the record of a complaint, of discrimination or harassment. A complaint may be made orally or in writing.

4. It is the responsibility of the HR Director to maintain the currency of this policy.

B. Employees

1. Employee means any person working under the authority of the County or acting as a volunteer on behalf of the County.

2. It is the duty of every employee of the County to be familiar with and abide by the County's policies regarding illegal discrimination and unlawful harassment.

3. It is the duty of every employee to report illegal discrimination or unlawful harassment to the appropriate person(s), even if it is being practiced against another employee.

4. It is the duty of every employee to cooperate in any investigation into allegations of harassment.

IV. Prohibited Conduct Under This Policy

A. Discrimination

1. It is a violation of Escambia County's policy to discriminate in the provision of employment opportunities, benefits or privileges; to create discriminatory work conditions; or to use discriminatory evaluative standards in employment if the basis of that discriminatory treatment is, in whole or in part, the person's race, color, national origin, age, religion, disability status, gender, sexual orientation, gender identity, genetic information or marital status.

2. Discrimination of this kind may also be strictly prohibited by a variety of federal, state and local laws, including Title VII of the Civil Rights Act 1964, the Age Discrimination Act of 1975, and the Americans with Disabilities Act of 1990, and Chapter 760, Florida Statutes. This policy is intended to comply with the prohibitions stated in these anti-discrimination laws.

B. Harassment

1. Escambia County prohibits harassment of any kind based upon a person's nationality, origin, race, color, religion, gender, sexual orientation, age, body, pregnancy, disability, marital status, or appearance, including epithets, slurs and negative stereotyping. For purposes of this policy, harassment is any verbal or physical conduct designed to threaten, intimidate or coerce an employee, co-worker or any person working for or on behalf of the County. Verbal taunting (including racial and ethnic slurs) that, in the employee's opinion, impairs his or her ability to perform his or her job is included in the definition of harassment.

C. Sexual Harassment

1. Sexual harassment is a form of unlawful employment discrimination under Title VII of the Civil Rights Act of 1964 and is prohibited under Escambia County's anti-harassment policy. According to the Equal Employment Opportunity Commission (EEOC), sexual harassment is defined as "unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature . . . when . . . submission to or rejection of such conduct is used as the basis for employment

decisions . . . or such conduct has the purpose or effect of . . . creating an intimidating, hostile or offensive working environment."

2. There are two types of sexual harassment:

    a. "Quid pro quo" harassment, where submission to harassment is used as the basis for employment decisions. Employee benefits such as raises, promotions and better working hours are directly linked to compliance with sexual advances. Therefore, only someone in a supervisory capacity (with the authority to grant such benefits) can engage in quid pro quo harassment. Examples: A supervisor promising an employee a raise if she goes on a date with him; a manager telling an employee she will fire him if he does not have sex with her.

    b. "Hostile work environment," where the harassment creates an offensive and unpleasant working environment. A hostile work environment can be created by anyone in the work environment, whether it be supervisors, other employees or customers. Hostile environment harassment consists of verbiage of a sexual nature, unwelcome sexual materials or even unwelcome physical contact as a regular part of the work environment. Texts, e-mails, cartoons or posters of a sexual nature; vulgar or lewd comments or jokes; or unwanted touching or fondling all fall into this category.

3. Sexual harassment occurs when unsolicited and unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature:

    a. Is made explicitly or implicitly a term or condition of employment.

    b. Is used as a basis for an employment decision.

    c. Unreasonably interferes with an employee's work performance or creates an intimidating, hostile or otherwise offensive environment.

4. Sexual harassment may take different forms. The following examples of sexual harassment are intended to be guidelines and are not exclusive when determining whether there has been a violation of this policy:

    a. Verbal sexual harassment includes innuendoes, suggestive comments, jokes of a sexual nature, sexual propositions, lewd remarks and threats; requests for any type of sexual favor (this includes repeated, unwelcome requests for dates); and verbal abuse or "kidding" that is oriented toward a prohibitive form of harassment, including that which is sexual in nature and unwelcome.

    b. Nonverbal sexual harassment includes the distribution, display or discussion of any written or graphic material, including calendars, posters and cartoons that are sexually suggestive or show hostility toward an individual or group because of sex; suggestive or insulting sounds; leering; staring; whistling; obscene

gestures; content in letters and notes, facsimiles, e-mail, photos, text messages, tweets and Internet postings; or other form of communication that is sexual in nature and offensive.

c. Physical sexual harassment includes unwelcome, unwanted physical contact, including touching, tickling, pinching, patting, brushing up against, hugging, cornering, kissing and fondling and forced sexual intercourse or assault.

5. Anyone who is subject to sexual harassment should, if possible, inform the alleged harasser that the conduct is unwanted and unwelcome. The Board of County Commissioners recognizes that sexual harassment may occur in unequal relationships (i.e. between a supervisor and his/her employee) and that it may not be possible for the victim to inform the alleged harasser.

6. Courteous, mutually respectful, pleasant, noncoercive interactions between employees, including men and women, that are appropriate in the workplace and acceptable to and welcomed by both parties are not considered to be harassment, including sexual harassment.

D. Retaliation

1. No hardship, loss, benefit or penalty may be imposed on an employee in response to:

   a. ~~Filing~~Making or responding to a bona fide complaint of discrimination or harassment.

   b. Appearing as a witness in the investigation of a complaint.

   c. Serving as an investigator of a complaint.

2. Retaliation or attempted retaliation in response to ~~lodging~~making a complaint or invoking the complaint process is a violation of this policy. Any person who is found to have violated this aspect of the policy will be subject to sanctions up to and including termination of employment.

V. Consensual Romantic or Sexual Relationships

A. Escambia County strongly discourages romantic or sexual relationships between a manager or other supervisory employee and his or her staff (an employee who reports directly or indirectly to that person) because such relationships tend to create compromising conflicts of interest or the appearance of such conflicts. In addition, such a relationship may give rise to the perception by others that there is favoritism or bias in employment decisions affecting the staff employee. Moreover, given the uneven balance of power within such relationships, consent by the staff member is suspect and may be viewed by others or, at a later date, by the staff member as having been given as the result of coercion or intimidation. The atmosphere created by such appearances of bias, favoritism, intimidation,

coercion or exploitation undermines the spirit of trust and mutual respect that is essential to a healthy work environment. If there is such a relationship, the parties need to be aware that one or both may be moved to a different department, or other actions may be taken.

B. If any employee of Escambia County enters into a consensual relationship that is romantic or sexual in nature with a member of his or her staff (an employee who reports directly or indirectly to him or her), or if one of the parties is in a supervisory capacity in the same department in which the other party works, the parties must notify the human resource director or other appropriate corporate officer. Because of potential issues regarding quid pro quo harassment, Escambia County has made reporting **mandatory**. This requirement does not apply to employees who do not work in the same department or to parties who do not supervise or otherwise manage responsibilities over the other.

C. Once the relationship is made known to Escambia County, the County will review the situation with ~~human~~Human ~~resources~~ Resources Director considering ~~in light of~~ all the facts available at the time (reporting relationship between the parties, effect on co-workers, job titles of the parties, etc.) and will determine whether one or both parties need to be moved to another job or department.

D. If it is determined that one party must be moved, and there are jobs in other departments available for both, the parties may decide who will be the one to apply for a new position. If the parties cannot amicably come to a decision, or the party is not chosen for the position to which he or she applied, the parties will contact human resources, which will decide which party should be moved. That decision will be based on which move will be least disruptive to the organization as a whole. If it is determined that one or both parties must be moved, but no other jobs are available for either party, the parties will be given the option of terminating their relationship or resigning.

VI. Complaint Process

A. Escambia County will courteously treat any person who ~~invokes the~~ makes a complaint~~procedure~~; and the County will handle all complaints swiftly and confidentially to the extent possible ~~in light of~~ recognizing the need to take appropriate corrective action. ~~Lodging~~Making a complaint will in no way be used against the employee or have an adverse impact on the individual's employment status. Because of the damaging nature of harassment to the victims and to the entire workforce, aggrieved employees are strongly urged to use this procedure.

1. Escambia County has established the following procedure for ~~lodging~~ making a complaint of harassment, discrimination or retaliation. The County will treat all aspects of the procedure confidentially to the extent reasonably possible. However, the County is under an obligation to prevent harassment and discrimination occurring in the workplace and it may be necessary to disclose facts and names to remedy the harassment, discrimination or retaliation.

2. While the County encourages individuals who believe they are being harassed to firmly and promptly notify the offender that his/her behavior is unwelcome, the County also recognizes the power and status disparities between an alleged harasser and a target may make sure an confrontation impossible. In the event that such informal, direct communication between individuals is either ineffective or impossible, a ~~formal~~ complaint shall be made.

3. ~~Filing~~ Making a ~~Formal~~ Complaint:

    a. Pursuant this policy, any ~~compliant~~ complaint should be ~~filed~~ made immediately upon discovery or awareness of the discrimination or harassment. The complaint need not be in writing to be effective.

    b. An individual who feels harassed, discriminated or retaliated against may initiate the complaint process by filing a complaint in writing with Escambia County's ~~human~~ Human ~~resource~~ Resource (HR) ~~director~~ Director. In the alternative, a complaint can be made orally by contacting and meeting with the HR director. The complaint ~~shall~~ can be made using the Complaint Form adopted and approved pursuant this Policy and included herein. Copies of the Complaint Form shall also be available at www.myescambia.com.

    c. The complainant (the employee making the complaint) may obtain ~~the~~ a complaint form from the HR department or from the Division Manager or Director of the employee's assigned Department to assist in making a complaint.

        i. If a supervisor or manager becomes aware that harassment or discrimination is occurring, either from personal observation or as a result of an employee's coming forward, the supervisor or manager should immediately report ~~it~~ his or her observation or knowledge to the HR director.

        ii. If ~~the~~ a complaint is made against a member of management, including any Division Manager or Director, the HR Director will receive and investigate the complaint.

        iii. If ~~the~~ a complaint is made against the HR Director, the County Administrator will receive and investigate the complaint.

    d. Internal EEO complaints for the Escambia County Mass Transit Authority shall be investigated by the EEO Mass Transit Officer, in accordance with the requirements of the FTA.

    e. Fire-Rescue Division of the Public Safety Department consists of career and volunteer firefighters with support and administrative staff operating under a unified command as a combination department. Fire-Rescue operates as a

paramilitary organization. In order to facilitate the making of a complaint, in addition to the procedures described in paragraphs 1 and 3 a. through c. above, any personnel who are working within Fire-Rescue Division as career or volunteer personnel may make a complaint to his or her direct supervisor who shall make a written report which shall be submitted to each level of command (Lieutenant to Battalion Chief to Deputy Fire Chief) and lastly to Fire Chief. In the event any of the supervisors within the chain of command are the subject of a complaint, then complaint shall be made directly to the Fire Chief or the HR Director.

i. Volunteer personnel may make a complaint to his or her District Chief who shall make a written report which shall be transmitted to the Deputy Fire Chief and who, in turn, shall transmit the written report to and confer with the Fire Chief. The Fire Chief will make a written report and refer the complaint to the HR Director for investigation.

ii. Any Fire-Rescue personnel who becomes aware of harassment, discrimination and retaliation involving other Fire-Rescue personnel shall notify the Fire Chief through the chain of command except in those circumstances where those in command are alleged to have harassed, discriminated or retaliated, in which case, the chain of command can be by-passed and the Fire Chief or HR Director shall be notified directly.

4. Investigation of Complaint

a. Upon receiving a complaint or being advised by a supervisor or manager that violation of this policy may be occurring, the HR director will notify the County Administrator and review the complaint with the County Attorney's Office.

b. Within ten working days of receiving the complaint, the HR director will initiate the investigation to determine whether there is a reasonable basis ~~for believing~~ that the alleged violation of this policy occurred.

c. During the investigation, the HR director, together with Administration, and/or legal counsel or other management employees, will interview the complainant, ~~the respondent~~ the subject of the complaint and any witnesses to determine whether the alleged conduct occurred.

d. Within 15 working days of the complaint being ~~filed~~ made (or the matter being referred to the HR director), the HR director or other person conducting the investigation will conclude the investigation and submit a written report of his or her findings to the County Administrator. This time may be extended based upon the nature of the allegations and need for additional investigation.

5. Determination of Complaint

a. If it is determined that harassment or discrimination in violation of this policy has occurred, the HR director will recommend appropriate disciplinary action. The appropriate action will depend on the following factors: a) the severity, frequency and pervasiveness of the conduct; b) prior substantiated complaints made against the respondent; and c) the quality of the evidence (e.g., first-hand knowledge, credible corroboration).

b. If the investigation is inconclusive or if it is determined that there has been no violation of policy but potentially problematic conduct may have occurred, the HR director may recommend appropriate preventive action.

c. Within five working days after the investigation is concluded, the HR director will meet with the complainant and the ~~respondent~~ alleged offender or subject of the complaint, separately, notify them of the findings of the investigation, and inform them of the action being recommended.

d. The complainant and the ~~respondent~~ subject of the complaint may submit statements to the HR director challenging the factual basis of the findings. Any such statement must be submitted no later than five working days after the meeting with the HR director in which the findings of the investigation are discussed.

e. Within 10 days from the date the HR director meets with the complainant and ~~respondent~~ the subject of the complaint, the County Administrator, or designee, will review the investigative report and any statements submitted by the complainant, the subject of the complaint or ~~respondent~~ others, discuss results of the investigation with the HR director and other management staff as may be appropriate, and decide what action, if any, will be taken.

f. The County's decision will be in writing and will include findings of fact and a statement for or against disciplinary action. If disciplinary action is to be taken, the ~~respondent~~ subject of the complaint will be informed of the nature of the discipline and how it will be executed.

B. ~~Filing~~ Making groundless or malicious complaints is an abuse of this policy and will be treated as a violation.

VII. Confidentiality

A. During the complaint process, the confidentiality of the information received, the privacy of the individuals involved and the wishes of the complaining person will be protected to as great a degree as is possible. The expressed wishes of the complaining person for confidentiality will be considered in the context of the County's legal obligation to act on the charge and the right

of the charged party to obtain information. In most cases, however, confidentiality will be strictly maintained by the County and those involved in the investigation. In addition, any notes or documents written by or received by the person(s) conducting the investigation will be kept confidential to the extent possible and according to any existing state or federal law.

B. The employee assistance program (EAP) provides confidential counseling services to County employees. Individuals wishing to discuss an incident confidentially or seeking information and advice of a personal nature are encouraged to contact the EAP. The role of the EAP in such cases will be limited to personal counseling and treatment for the person who is then an EAP client.

C. Contacting the EAP will not qualify as notification to Escambia County of a potential harassment or discrimination issue (see ~~below c~~Complaint ~~procedure~~ Process above for more on how to notify the County of an issue or complaint).

VIII. Training, Administration and Records.

A. The HR Director shall be responsible for training, administration and records associated with the Unlawful Harassment Policy.

B. All County employees are required to attend no less than one (1) hours of harassment prevention training on an annual basis.

C. Department Directors shall be responsible for scheduling an adequate number of training sessions and shall provide adequate notice of the training sessions. "Harassment Prevention Training" includes any training on the provisions, application, and enforcement of this policy.

D. Failure to attend the minimum requirements for harassment prevention training annually shall constitute a "for cause" basis for disciplinary action.

VIII. Alternative legal remedies

Nothing in this policy ~~may~~ shall prevent the complainant or ~~the respondent~~ other affected individuals from pursuing formal legal remedies or resolution through local, state or federal agencies or the courts. The following are two such agencies that may be contacted:

Equal Employment Opportunity Commission (EEOC)
Mobile Office (251) 690-2590 or (800) 669-4000

Florida Commission on Human Relations
(850) 488-7082

Unlawful Harassment Complaint Form

Name of the Complainant:

Department:

Phone Number:

E-mail:

Today's Date:

Name of the person you believed harassed you or another person:

Department of the person you believe engaged in harassing behavior:

Relationship of the Accused to the Complainant (manager, co-worker, client, etc.):

Date and time of alleged incident(s):

Basis of Complaint (Check all that apply)

- ☐ Age
- ☐ Color
- ☐ Disability
- ☐ Gender Identity
- ☐ Gender
- ☐ Genetic Information
- ☐ Marital Status
- ☐ National Origin
- ☐ Race
- ☐ Religion
- ☐ Reprisal for previous claim
- ☐ Sexual Orientation
- ☐ None of the above categories are applicable

Where did the incident(s) occur?

Were there any witnesses to this specific event? (If yes, please provide their names.)

Describe the incident(s) as clearly as possible. Include a full description of the events, and verbal statements (i.e. threats, requests, demands, etc.), and what, if any, physical contact was involved. Attach additional pages as necessary.

How did you or the person harassed (if not you) react to the harassment?

Is there any documentation available to support the complaint? If so, please describe and provide a copy of the documentation:

This complaint is based upon my honest belief that
has harassed me or another person. I hereby certify that the information provided in this complaint is true and correct to the best of my knowledge. I am willing to cooperate fully in the investigation of my complaint.

Signature: _____ Date: _____

Received by: _____ Date: _____

Please return this form to Human Resources.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15113 **County Attorney's Report 13. 1.**
BCC Regular Meeting **Information**
Meeting Date: 11/01/2018
Issue: Escambia County Board of County Commissioners v. Eager Beaver, LLC, First District Court of Appeal Case No.: 1D17-3231
From: Alison Rogers, County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning *Escambia County Board of County Commissioners v. Eager Beaver, LLC*, First District Court of Appeal Case No.: 1D17-3231

That the Board accept the permit and conditional use authorization granted by the Director of Development Services on behalf of the Board of County Commissioners for Eager Beaver, LLC to operate as a vegetative yard trash recycling/processing facility (LCD recycling) located at 2170 Longleaf Drive, Pensacola, Florida 32505, as required by the Court pursuant to orders rendered by the Escambia County Circuit Court, Case No. 2017 CA 000030, and the First District Court of Appeal, Case No. 1D17-3231. The orders directing the issuance of the conditional use and permit are attached to this recommendation.

BACKGROUND:

On December 8, 2016, after notice and hearing, the Board of County Commissioners denied a conditional use approval and issuance of a permit for operation of a vegetative yard trash recycling/processing facility (LCD recycling) requested by the applicant, Eager Beaver, LLC.

Eager Beaver timely filed a Petition for Writ of Certiorari with the Escambia County Circuit Court, Case No. 2017 CA 000030. Oral Argument was taken in Chambers on May 31, 2017. On July 10, 2017, the Circuit Court ordered that Escambia County issue the permit and that the Board of County Commissioners shall not undertake further evidentiary hearing or any other findings on the denial of the permit. The Circuit Court specifically found that Eager Beaver met all required criteria and that issuance of the conditional use and permit is mandatory based upon the evidence presented. The Court held that the County's own law

commanded the issuance of the permit.

The County timely appealed the Circuit Court decision and filed a Petition for Writ of Certiorari in the First District Court of Appeal, Case No. 1D17-3231. On August 10, 2018, the First District Court of Appeal denied the County's Petition of Writ for Certiorari without written opinion. On August 27, 2018, the Board of Count Commissioners filed a Motion for Rehearing and/or Issuance of a Written Opinion so that the matter could be further appealed to the State Supreme Court.

On October 16, 2018, the First District Court of Appeals denied the County's Motion for Rehearing and Issuance of a Written Opinion.

Having been denied relief by the First District Court of Appeals, the order of the Circuit Court remains in effect and mandates that the Board of County Commissioners issue the conditional use approval and operational permit to Eager Beaver without further review by the County.

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

Permit and Conditional Use Authorization
Circuit Court Order - 7/10/2017
District Court of Appeal Order on Petition - 8/10/2018
District Court of Appeal Order on Motion - 10/16/2018

SITE PLAN DEVELOPMENT ORDER
with Concurrency Certification

Project: Eager Beaver Vegetative Yard Trash Processing Facility
Location: 2170 Longleaf Drive
Development Review #: PSP160300030
Property Reference #s: 24-1S-30-1602-000-000
Exhibit A: Recycling Facility Permit
Exhibit B: Operations Plan
Exhibit C: Approved Site Plan

Future Land Use: I
Zoning District: HC/LI
Flood Zone: AE & X

PROJECT DESCRIPTION

This Development Order is to satisfy a new vegetative recycling site plan and review requirements of Escambia County Ordinance (to bring a proposed recycling facility into compliance with Escambia County Land Development Code). This approved Development Order includes the County Recycling permit and Operations Plan to be reviewed and presented for approval for Eager Beaver Vegetative Yard Trash Processing Facility to the BCC. The project description is to develop a portion of a 70.52-acre site as a new recycling facility providing storage, processing and the reduction of yard debris vegetation as provided in Exhibit B and Exhibit C.

STANDARD PROJECT CONDITIONS

1. This Development Order with concurrency certification shall be effective for a period of 18 months from the date of approval. Site plan approval and concurrency shall expire and become null and void if a permit for the approved development has not been obtained from the Building Inspections Department (BID) within the effective period and no extension has been applied for. After issuance of such permit, site plan approval and concurrency shall only terminate upon permit expiration or revocation by the BID. The Board of Adjustment may grant one extension for a maximum of 12 months to the original effective period of the Development Order, but application for such extension must be submitted before termination of the initial 18-month period. If the Development Order expires or is revoked, allocated capacity will be withdrawn and made available to other applicants. If the applicant chooses to proceed with development of the project site, a new site plan application must be submitted for review, approval, and capacity allocations subject to Code provisions and Level of Service conditions at the time of the new application.

2. This Development Order alone does not authorize site development to commence. A valid Escambia County Building Permit must be obtained prior to any building construction. Site development as described on the approved site plan, including protected tree removal and grading, may occur under the authorization of the Building Permit. However, commencement of such activity prior to issuance of a Building Permit will require a separate **Pre-construction Site Work Permit**, or if no Building Permit is applicable will require a separate **Parking Lot Permit,** obtained from the Building Inspections Department, with erosion control, tree protection, and all other provisions of the approved site plan fully applicable and enforced.

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

4. No development activities may commence in areas regulated by state or federal agencies unless all required state and federal permits, or proof of exemption, have been obtained and a copy provided to the County.

5. Proof of application from the Emerald Coast Utilities Authority (ECUA) for connection to the sewage system, or from the Escambia County Health Department for an Onsite Sewage Treatment and Disposal System (OSTD), must be obtained prior to issuance of an Escambia County Building Permit.

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

7. A copy of this Development Order and the approved site development plans must be maintained and readily available on site once any construction activity has begun, including clearing and grading. The approved building construction plans must also be on site once any building construction has begun.

Special Project Conditions

1. **Prior to issuance of any permit for the Recycling Facilities activities, the Board of County of Commissioners must approve the Recycling Permit for the facilities and it's operations of the site at a duly advertised public hearing. No Land Disturbing permits, building construction or land clearing pre-site activities shall be permitted prior to BCC approval. If BCC approval of the Recycling Permit is not obtained then this Development Order shall automatically terminate and be rendered null and void.**

2. Recycling activities, (including crushing, stacking, staging, loading and unloading materials), are limited to the hours between 6:00 a.m. and 6:00 p.m. **Monday through Friday and between 8:00a.m. and 2:00 p.m. on Saturday.** Hours are based on the zoning district and intensity of use as similar to borrow pit and reclamations activities, including land clearing debris and construction and demolition debris disposal. See LDC 4-7.6(b)(2). Hours of Operations may be extended or modified, based on client's needs, as approved by the County Administrator or his designee.

3. Operations creating excessive noise, vibration, dust, smoke or fumes which are a nuisance to persons off of the lot or parcel are not permitted.

4. Trucks have access to and from the site from adequately wide collector or arterial streets and do not use local residential streets.

5. All proposed reclamation activity shall occur only on impervious or semi-impervious areas.

6. No recreation of any type or development activity is permitted on this site. This Development and its associated permits and applications were approved for this activity only. Any other operations, activity, land use, development , project and/ or operation shall require additional approvals and authorizations by Local and State agencies.

7. This Development Order is for vegetative recycling and the reduction of yard debris vegetation volume only.

8. All the required signage, vegetation, buffering, fencing, and landscape standards as specified on the approved site plan must be maintained failure do so shall result in violation at the time of inspection as required per the applicable regulations of Escambia County.

9. Existing concrete piles are not too be added too and remain undisturbed unless removed to an appropriate C&DD sight.

10. The Vegetative Yard Trash Processing Facility must comply with all the applicable for Local and State as pertaining to storage, processing, recycling, and removal of processing material as governing by the all the applicable regulations.

Development Review Committee (DRC) Recommendation

Having completed development review of the **Eager Beaver Vegetative Reclamation Facility,** site plan application referenced herein, in accordance with requirements of applicable Escambia County regulations and ordinances, the DRC makes the following recommendation to the Board of County Commissioners:

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

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

Charles T. Gent Aug 24, 2016

Director, Development Services Department Date

Gmail

Eager Beaver <eagerbeaverprotreecare@gmail.com>

Yard Trash Processing Facility Registration - 102781

1 message

no-reply@dep.state.fl.us <no-reply@dep.state.fl.us> Mon, Jul 25, 2016 at 10:56 AM
To: Eagerbeaverprotreecare@gmail.com
Cc: LAUREN.OCONNOR@dep.state.fl.us, BRAD.HARTSHORN@dep.state.fl.us, DAWN.TEMPLIN@dep.state.fl.us

DEP Logo

Florida Department of Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Jonathan P. Steverson
Secretary

Receipt for Submission

July 25, 2016

HOWARD C. JACQUES III
EAGER BEAVER PROFESSIONAL TREE CARE, LLC
7250 PENSACOLA BLVD

PENSACOLA, FL 32505 0

Dear HOWARD C. JACQUES III

Your application for Registration of a Yard Trash Processing Facility for EAGER BEAVER RECYCLING FACILITY (located at 2170 LONGLEAF DRIVE , Pensacola) in Escambia County is complete. Your facility identification number (WACS ID) is 102781. This registration is valid until August 1, 2017. The receipt number for the registration fee you paid is 916669.

You must comply with the requirements specified in Chapter 62-709, Florida Administrative Code (F.A.C.) in order to maintain qualification for the registration program. A summary of the operating requirements is attached.

If you need further information, please contact me at the above address, Mail Station 4565, telephone 850-245-8707, or e-mail Lauren.OConnor@dep.state.fl.us.

Sincerely,

Lauren O'Connor

Exhibit A

Development Services Department

3363 West Park Place
Pensacola, FL 32505
Phone: 850.595.3472

Horace L. Jones, Department Director

Permit to Operate a Recovered Materials Processing Facility, Recycling Facility, Resource Recovery Facility, or Volume Reduction Plant

Permittee:	**Eager Beaver Professional Tree Care**
Facility Name:	**Eager Beaver Vegetative Recycling Facility**
Facility Type:	**Yard Trash Processing Facility**
File Number:	
Original Date of Issue:	
Renewal Date:	
Expiration Date:	
Development Review #:	**PSP160300030**
Date:	**8/24/2016**
Total Acreage of Facility:	**70.52**
Total Area Licensed for Operation:	**10+/-**

This permit is issued in accordance with the applicable regulations of the Escambia County Code of Ordinances and Land Development Code. The above named applicant, hereinafter called Permittee, is hereby authorized to perform the work or operate the facility shown in the application and approved drawing(s), plans, and other documents attached hereto or on file with the Department of Development Services, hereinafter called Department, and made a part hereof and specifically described as follows:

General Permit Conditions – All Facilities

1. The terms, conditions, requirements, limitations, and restrictions set forth in this permit are "permit conditions" and are binding and enforceable pursuant to the authority of Chapter 82, Escambia County Code of Ordinances. Permittees placed on notice that the Department will review this permit periodically and may initiate enforcement action for any violation of these conditions.

2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings and exhibits. Any unauthorized deviation from the approved drawings, exhibits, specifications or conditions of this permit may constitute grounds for revocation and enforcement action by the Department.

3. This permit does not constitute a waiver of or approval of any other federal, state or other county permit or license that may be required for other aspects of the total project, which are not addressed in the permit.

General Permit Conditions – All Facilities - Continued

4. This permit does not relieve Permittee from liability for harm or injury to human health or welfare, animal, or plant life, or property caused by the construction or operation of this permitted facility or from penalties therefore; nor does it allow Permittee to cause pollution in contravention of Florida Statues, County and Department rules.

5. Permittee shall properly operate and maintain the facility and systems of treatment and control, where applicable, that are installed and used by Permittee to achieve compliance with the conditions of this permit. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the permit.

6. Permittee, by accepting this permit, specifically agrees to allow County personnel, upon presentation of credentials or other documents as may be required by law, access to the premises, at reasonable times, where the permitted activity is located or conducted for the purpose of:

    a. Inspecting the facility, equipment, practices or operations regulated or required under this permit;
    b. Sampling and monitoring any substance or parameters at any location reasonably necessary to assure compliance with this permit or Department rules, and,
    c. Having access to and copying any records that must be kept under the conditions of this permit.

7. If for any reason, Permittee does not comply with or will be unable to comply with any condition or limitation specified in this permit, Permittee shall immediately provide the Department with the following information:

    a. A description of and cause of noncompliance, and
    b. The period of noncompliance, including exact dates and times; or if not corrected, the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrence of the noncompliance.

8. In accepting this permit, Permittee understands and agrees that all records, notes monitoring data and other information relating to the construction or operation of the permitted facility which are submitted to the department, may be used by the Department as evidence in any enforcement case involving the permitted facility arising under the Florida Statutes or County or Department rules.

9. Permittee agrees to comply with changes in Department rules after a reasonable time for compliance.

10. This permit is transferable only upon Department approval in accordance with applicable county rules. Permittee shall be liable for any noncompliance of the permitted activity until the Department approves the transfer of permit.

General Permit Conditions – All Facilities - Continued

11. This permit is required to be kept at the facility, which is permitted during the entire period of construction or operation.

12. Permittee shall submit all comments or correspondence required by this permit to:

Horace L. Jones, Department Director
Development Services Department
3363 West Park Place
Pensacola, Florida 32505

Phone 850-595-3472
E-mail hljones@myescambia.com

Copy to:

Pat Johnson, Department Director
Department of Solid Waste Management
13009 Beulah Road
Cantonment, Florida 32533

Phone 850-937-2160
E-mail ptjohnson@myescambia.com

Specific Permit Conditions

1. Compatibility

Buffering shall be maintained as described and approved by the Development Order and Site Plan associated with this project.

The scale, intensity and operation shall not generate unreasonable noise, traffic, objectionable odors, dust, or other potential nuisances or hazards to contiguous residential properties.

2. Environmental Health

The County and/or its designated agent(s) will conduct environmental testing to determine and monitor respirable dust emission levels at Permittee's property line. Respirable dust, which includes silica dust, emission levels shall not exceed the PM2.5 fine particle standard of 35 µg/m3 (micrograms per cubic meter of air) consistent with the protective human health emission standards established by the U.S. Environmental Protection Agency, the Centers for Disease Control and Prevention, and the Florida Department of Health. If a qualified expert determines that respirable dust emission levels exceed the PM2.5 standard of 35 µg/m3 on any single occasion, based upon an hourly average of sixty (60) samples taken at a rate of one sample per minute, such determination shall result in the immediate ceasing of crushing, processing and/or recycling operations and this permit may be revoked by the County Administrator after notice of unsatisfactory performance

Specific Permit Conditions –Continued

and failure to make the necessary corrections within a reasonable time as determined by the County Administrator or his designee. Permittee shall be allowed to crush for purposes of making the necessary corrections and demonstrating satisfactory performance to the County Administrator or his designee. Permittee may appeal the County Administrator's decision to revoke the permit to the Board of County Commissioners within ten (10) calendar days of the mailing of the notice of revocation to Eager Beaver Professional Tree Care, 7250 Pensacola Boulevard, Pensacola, FL 32505 and a copy emailed to eagerbeaverprotreecare@gmail.com (or such address as the Permittee may provide to the County Administrator in writing). Revocation shall not be final, and crushing operations shall not resume, until the appeal is heard.

In order to facilitate the environmental testing specified above, the Permittee shall provide written notice to the County's Natural Resources Management Department at least two (2) business days prior to beginning any crushing activities on site. Notice may be delivered via email to escambiawqlm@co.escambia.fl.us

3. Leachate Controls

Recovered materials processing facilities, recycling facilities and operations, resource recovery facilities and operations, volume reduction plants shall conform to all performance standards governing the containment, collection and treatment of leachate pursuant to Chapter 403, Florida Statutes, and any other applicable regulations promulgated by the Florida Department of Environmental Protection.

4. Operational Hours

Operational hours shall be as established by the Approved Development Order for the project.

5. **Permit Renewals**
Permittee shall submit an application, on Department provided forms, no later than 60 days before the expiration of the current permit. Applications submitted in accordance with this section, even if incomplete, shall be deemed complete, and the current permit will be extended until corrections are submitted. Notwithstanding the above, in no instance will permits be extended more than 180 days past the expiration date of the permit.

The permanent Department identification for this facility is _____. Please cite this number on all reports and correspondence concerning this facility.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By:_____
Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By:_____
Deputy Clerk

BCC Approved: _____

BOCC Authorization Date: _____

Permit Issue Date:		
Permit Expiration Date:		
Issuing Officer Name:		
Issuing Officer Title/Department:		
Signature:		**Date:**

Exhibit B

Impact and Operational Analysis
2170 Longleaf Drive
Pensacola, Florida

Revised Aug. 29, 2016

This site is located near the mid-western portion of Escambia County on Longleaf Drive, east of the intersection of Pine Forest Road and Blue Angel Parkway.

Determining whether a particular use of property is or can be compatible with nearby existing or proposed uses generally requires analysis of independent variables such as distances, intensities, sounds, existing area uses, and zoning among others.

The overall site measures some 70 acres while the actual activity area contains approximately 9-10 acres located in the middle of the property as shown on the attached map.

The entire site is currently zoned as HC/LI Heavy Commercial/Light Industrial with a FLUM classification of I-Industrial. According to the attached copy of the zoning narrative, the proposed use as a landscaping waste recycling operation is consistent with the allowed uses cited at LDC Sec. 3-2.11(6)(a) under the classification.

The site contains an existing 7,600sf metal building on septic tank with existing electric and water service to the building. The site has an existing paved roadway connecting the activity area south to Longleaf Drive.

The site has been permitted by the Florida Department of Environmental Protection for use as a green recycling operation.

Truck traffic will have access to and from the site from Longleaf Drive which is classified as a Minor Collector on the Escambia County Functional Highway Classification listing. No residential streets will be used.

The size and scale of the proposed will be centralized on the site as

will serve as a sound attenuation structure dampening and deflecting sounds in and upward direction. With processing taking place as depicted on the aerial, the nearest residential structures are located some 700 feet east of this location. As such, it is not anticipated that the activity on site will generate unreasonable noise affecting adjacent residential uses.

There are numerous similar activities within Escambia County where the HC/LI zoning classification is found adjacent to residential areas such as Brown Marine boatyard on Bayou Chico, Ellyson Field on Davis Highway, Patti Shipyard off Navy Boulevard, Brown Helicopter on Aileron Avenue, and Westinghouse on Scenic Highway. Each of these examples have residentially zone property adjacent as shown on the attached location maps. All have apparently exited next to one another without unreasonable noise, traffic, objectionable odors, dust, or other potential nuisances or hazards. The design and

Existing landscaping along the easterly property includes an extensive stand of trees and understory which will not be disturbed. This existing vegetation together with the 20' earth wall and the distance between the operation site and existing residences should again be sufficient to assure use compatibility.

The activity area is relatively flat with a slight existing westerly grade toward a wetland area. Use of the site will not produce any erosion to either on site or adjacent land owners. This wetland area is not within the activity area and will not be disturbed by operations. Storage of materials will be adjacent to the grinding equipment and once processed, will be trucked to end users.

The operation of site will likely be Monday- Friday from 7:00am to 5:00pm while Saturday hours will be 8:00am to 2:00pm. The site is currently fenced and will be locked and secured after hours.

The adopted Escambia County Land Development Code defines compatibility as follows:

Compatible. A condition in which land uses, activities or conditions

Landscape materials brought into the site will be inspected prior to unloading to assure acceptability and compatibility with approved operational rules.

Sound characteristics of the shredding machine can measure 85dbi while next to the machine. This is produced with grinder teeth shredding wood and plant type material as opposed to grinder teeth shredding metal or concrete materials. Sound characteristics measured over 700 feet from the source should be comparable to that produced by a lawn mower.

The adopted Escambia County Land Development Code defines compatibility as follows:

Compatible. A condition in which land uses, activities or condition 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.

Given the proximity/distance between the operational equipment site within the activity area and distance to adjacent residences it is anticipated that the proposed use as a green landscape grinding and processing operation will not unduly impact other surrounding uses.

RESPONSE TO REVIEWER COMMENTS

The following is in response to 15 items/questions raised in the Horace Jones memo dated July 21, 2016. The majority of these questions were previously addressed within the initial Impact and Operational Analysis study dated July 7, 2016.

1- Please provide an update on where you with FDEP with the Release from Reclamation from the abandoned pit. Please see the attached email from FDEP. A summation of where you are will be sufficient.

RESPONSE: The abandoned pit area referenced is north and not a part of the work area outlined on the site plan for use as the Eager Beaver Recycling Facility. As stated by DEP Administrator Howard Hayes in his March 15, 2016 memo to Horace Jones, "only the northern one-third of the Longleaf Pit is subject to the mandatory mine reclamation requirements." Remediation work in this area is expected to be completed later this year or early 2017 for DEP inspection.

2- Type of material being recycled and/or processed such as concrete, asphalt or land clearing debris. Please confirm that this is not a C & DD operation.

RESPONSE: The Eager Beaver Recycling Facility - is registered with the Florida Department of Environmental Protection as WACS ID00102781 and is not registered or approved as a C & D DD operation.

3- Are there any Hazardous waste. How is handle (if applicable).

RESPONSE: The facility is not approved nor will it process any hazardous waste materials.

4- How will the material be processed? What type of equipment is used in the processing or recycling? Is it on site equipment or Is a portable crusher used. Do the portable crusher have all the permits. Do the on site equipment have all the permits.

RESPONSE: A portable grinder will process the yard/landscaping materials

5- What are the specifications for the equipment?. Please include a diagram of how material will be processed with the machine?

RESPONSE: This diesel powered machine will process green materials loaded at

the rear, ground in the middle and released on conveyor belts out the front of the machine.

6- How is the noise control? What is the noise level for the machine?

RESPONSE: The machine will be located in the middle to the site just west and adjacent to a earthen loading berm as depicted on the attached site. This berm measures some 10 feet in height and will serve as a sound deflector. The nearest residential structure was observed to be some 700 feet east of this machine location.

7- Where is the general location of the on-site equipment. How far from the property line is the equipment. Please include total acreage of site.

RESPONSE: As shown on the attached site plan the equipment will be centrally located measuring some 600 feet from the easterly property line.

8- Do you have your state permits. Yes, it is not necessary for County approval; but, it is good to include this & any other reports you may on for your recycling operation.

RESPONSE: The Eager Beaver Recycling Facility is registered with the Florida Department of Environmental Protection as a Yard Trash/Solid Waste Organics Recycling Facility per copy attached.

9- How often does recycling or processing occur? Is daily or weekly?

RESPONSE: As recycling materials arrive; likely on a daily basis.

10- How is the material brought to the site thru daily trucks.

RESPONSE: Materials will be delivered to the site by truck.

11- Where is the material stored. How long is the material stored before it is processed and/or recycled?

RESPONSE: Materials, both incoming and processed can be stored adjacent to the machine. The equipment has the capability to process and load into waiting trucks, depending on volumes.

12- How is the fugitive dust managed. Please include all dust suppression systems in place?

RESPONSE: The grinding process of green organic material produces little dust emissions generally localized to the area surrounding the machine location. Misters and sprinklers are used at both ends of the machine to mitigate dusting.

13- Access to site. If you have the information, please include any permissions you may have received from the

RESPONSE: Access is by way of an existing paved roadway.

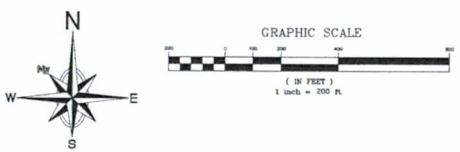
14- Screening & Buffering in place for residence

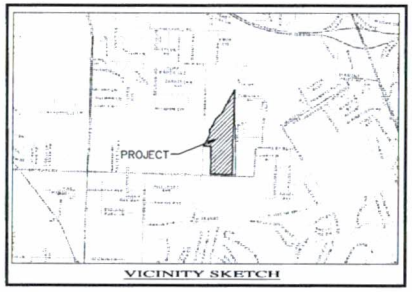
RESPONSE: The site was previously used as a barrow/mining pit resulting in a 15+ foot wall along the easterly property line. On top of this wall are trees and abundant understory resulting in an existing screening and buffering presence.

15- Hours of Operation.

RESPONSE: Operational hours will be consistent with that allowed under Sec. 5-9.2(3): Monday thru Friday 6am to 6pm and Saturday hours limited to 8am to 2pm.

BOUNDARY AND TOPOGRAPHIC SURVEY OF A PORTION OF SECTION 24 AND 41, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA





VICINITY SKETCH

NOTE: THIS IS A SPECIAL PURPOSE CHANGE OF USE PLAN. THE EXISTING PARCEL USE WAS BORROW PIT. THE SITE WILL NOW BE REPURPOSED TO A VEGETATIVE RECYCLING FACILITY. CONTRACTOR'S CLEARING VEGETATIVE DEBRIS WILL BE DELIVERED TO THE SITE. DEBRIS WILL BE REDUCED BY GRINDING AND SOLD TO LOCAL FACTORIES FOR THEIR USE.

DESCRIPTION AS PREPARED BY NORTHWEST FLORIDA LAND SURVEYING, INC.

NEW OVERALL PARCEL DESCRIPTION CREATED AT THE CLIENTS REQUEST

DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO NORTH 86 DEGREES 51 MINUTES 25 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 24 FOR A DISTANCE OF 1349.79 FEET TO THE POINT OF BEGINNING; THENCE GO NORTH 03 DEGREES 19 MINUTES 53 SECONDS EAST FOR A DISTANCE OF 2659.73 FEET TO THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 24 ALSO AN INTERSECTION WITH THE EAST LINE OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 3327 AT PAGE 150 OF THE PUBLIC RECORDS OF ESCAMBRA COUNTY, FLORIDA; THENCE GO SOUTH 29 DEGREES 47 MINUTES 02 SECONDS WEST ALONG THE EAST LINE OF SAID PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 3327 PAGE 150, THE EAST LINE OF PARCEL OF OFFICIAL RECORDS BOOK 5024 PAGE 1756, AND THE EAST LINE OF OFFICIAL RECORDS BOOK 6527 PAGE 1721 OF SAID COUNTY FOR A DISTANCE OF 1269.29 FEET; THENCE GO SOUTH 40 DEGREES 11 MINUTES 06 SECONDS WEST ALONG OF OFFICIAL RECORDS BOOK 6527 PAGE 1721 FOR A DISTANCE OF 90.00 FEET; THENCE GO SOUTH 55 DEGREES 04 MINUTES 21 SECONDS WEST ALONG THE EAST LINE OF OFFICIAL RECORDS BOOK 6527 PAGE 1721 FOR A DISTANCE OF 214.12 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 24 AND THE NORTH LINE OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 1732 PAGE 904 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE GO SOUTH 86 DEGREES 49 MINUTES 18 SECONDS EAST ALONG SAID NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 24 AND THE NORTH LINE OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 1732 PAGE 904 OF THE PUBLIC RECORDS OF SAID COUNTY FOR A DISTANCE OF 26.67 FEET; THENCE GO THENCE GO SOUTH 53 DEGREES 35 MINUTES 02 SECONDS WEST ALONG THE EAST LINE OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 1732 PAGE 904 OF THE PUBLIC RECORDS OF SAID COUNTY FOR A DISTANCE OF 33.94 FEET; THENCE GO SOUTH 30 DEGREES 35 MINUTES 02 SECONDS WEST ALONG THE EAST LINE OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 1732 PAGE 904 OF THE PUBLIC RECORDS OF SAID COUNTY FOR A DISTANCE OF 100.00 FEET; THENCE GO SOUTH 24 DEGREES 20 MINUTES 02 SECONDS WEST ALONG THE EAST LINE OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 1732 PAGE 904 OF THE PUBLIC RECORDS OF SAID COUNTY FOR A DISTANCE OF 282.00 FEET; THENCE GO SOUTH 35 DEGREES 00 MINUTES 02 SECONDS WEST ALONG THE EAST LINE OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 1732 PAGE 904 OF THE PUBLIC RECORDS OF SAID COUNTY FOR A DISTANCE OF 155.57 FEET; THENCE GO SOUTH 27 DEGREES 46 MINUTES 02 SECONDS WEST ALONG THE EAST LINE OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 1732 PAGE 904 OF THE PUBLIC RECORDS OF SAID COUNTY FOR A DISTANCE OF 191.00 FEET; THENCE GO SOUTH 27 DEGREES 46 MINUTES 02 SECONDS WEST ALONG THE EAST LINE OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 1732 PAGE 904 OF THE PUBLIC RECORDS OF SAID COUNTY FOR A DISTANCE OF 137.00 FEET; THENCE GO SOUTH 11 DEGREES 37 MINUTES 21 SECONDS EAST ALONG THE EAST LINE OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 1732 PAGE 904 OF THE PUBLIC RECORDS OF SAID COUNTY FOR A DISTANCE OF 155.57 FEET; THENCE GO SOUTH 29 DEGREES 45 MINUTES 02 SECONDS WEST ALONG THE EAST LINE OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 1732 PAGE 904 OF THE PUBLIC RECORDS OF SAID COUNTY FOR A DISTANCE OF 1258.48 FEET TO THE NORTH RIGHT OF WAY LINE OF LONG LEAF DRIVE (100' R/W); THENCE GO SOUTH 86 DEGREES 57 MINUTES 01 SECONDS EAST ALONG SAID NORTH RIGHT OF WAY LINE OF LONGLEAF DRIVE FOR A DISTANCE OF 979.44 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 41; THENCE GO NORTH 02 DEGREES 55 MINUTES 29 SECONDS EAST ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 41 FOR A DISTANCE OF 1266.89 FEET TO THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 24; THENCE GO NORTH 86 DEGREES 51 MINUTES 24 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 24 FOR A DISTANCE OF 22.43 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN A PORTION OF SECTION 24 AND 41, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 70.52 ACRES MORE OR LESS.

SURVEYOR GENERAL NOTES:

1. THE BEARINGS AS SHOWN HEREON ARE REFERENCED TO THE ASSUMED BEARING OF NORTH 86 DEGREES 51 MINUTES 25 SECONDS WEST ALONG THE SOUTH LINE OF SECTION 24, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.
2. THE SURVEY DATUM AS SHOWN HEREON IS REFERENCED TO THE DESCRIPTION AS FURNISHED AND TO EXISTING FIELD MONUMENTATION.
3. NO TITLE SEARCH WAS PROVIDED TO NOR PERFORMED BY NORTHWEST FLORIDA LAND SURVEYING, INC., FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, STATE AND/OR FEDERAL JURISDICTIONAL AREAS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY.
4. THE PROPERTY AS SHOWN HEREON IS LOCATED IN FLOOD ZONE "AE", BASE FLOOD ELEVATION AS SHOWN, FLOOD ZONE "AE" INSIDE A FLOOD WAY BASE FLOOD ELEVATION AS SHOWN, AND IN FLOOD ZONE "X" OUTSIDE 0.2% ANNUAL CHANCE OF FLOOD, AS DETERMINED FROM FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP OF ESCAMBIA COUNTY, FLORIDA (UNINCORPORATED AREAS), MAP NUMBER 12033C 0360 G, REVISED SEPTEMBER 29, 2006.
5. THIS SURVEY DOES NOT DETERMINE OWNERSHIP.
6. THIS SURVEY MEETS MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17.050 – 5J-17.173052 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, TO THE BEST OF MY KNOWLEDGE AND BELIEF.
7. THE MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS.
8. THE MEASUREMENTS OF THE BUILDINGS AND/OR FOUNDATIONS SHOWN HEREON DO NOT INCLUDE CONCRETE FOOTERS OR EAVE OVERHANGS.
9. FENCE LOCATIONS SHOWN HEREON MAY BE EXAGGERATED AND NOT TO SCALE FOR CLARITY PURPOSES.
10. FEDERAL AND STATE COPYRIGHT ACTS PROTECT THIS MAP FROM UNAUTHORIZED USE. THIS MAP IS NOT TO BE COPIED OR REPRODUCED IN WHOLE OR PART AND IS NOT TO BE USED FOR THE BENEFIT OF ANY OTHER PERSON, COMPANY OR FIRM, WITHOUT PRIOR WRITTEN CONSENT OF THE COPYRIGHT OWNER, FRED R. THOMPSON, AND IS TO BE RETURNED TO OWNER UPON REQUEST.
11. THIS DOCUMENT MUST BE COMPARED TO THE ORIGINAL HARD COPY ISSUED ON THE SURVEY DATE WITH A RAISED SEAL TO INSURE THE ACCURACY OF THE INFORMATION AND TO FURTHER INSURE THAT NO CHANGES, ALTERATIONS OR MODIFICATIONS HAVE BEEN MADE. NO RELIANCE SHOULD BE MADE ON A DOCUMENT TRANSMITTED BY COMPUTER OR OTHER ELECTRONIC MEANS UNLESS FIRST COMPARED TO THE ORIGINAL SIGNED AND SEALED DOCUMENT.
12. THIS SURVEY MAY BE SUBJECT TO ADDITIONAL REQUIREMENTS BY COUNTY, STATE OR OTHER AGENCIES.
13. ENCROACHMENTS ARE AS SHOWN.
14. THE DESCRIPTION FOR THE NORTH PORTION OF THIS PARCEL FOUND IN O.R. BOOK 6232 AT PAGES 1250 THRU 1252 WILL NOT MATHEMATICAL CLOSE THEREFORE THE DESCRIPTION OF THOSE PARCEL ALONG THE WEST BOUNDARY WERE USED AS SHOWN ON THIS SURVEY.
15. THERE WERE NO HERITAGE TREES ON THIS SITE.

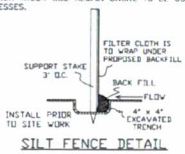
LEGEND:

- ⊕ ~ 1/2" CAPPED IRON ROD, NUMBERED 7277 (PLACED)
- ● ~ 1/2" CAPPED IRON ROD, NUMBERED 6763 (FOUND)
- ○ ~ 1/2" CAPPED IRON ROD, NUMBERED 7073 (FOUND)
- ⊗ ~ 1/2" CAPPED IRON ROD, NUMBERED 0155 (FOUND)
- (D) ~ DEED INFORMATION
- (F) ~ FIELD INFORMATION
- R/W ~ RIGHT OF WAY
- P.O.B. ~ POINT OF BEGINNING
- SEC. ~ SECTION
- TWP. ~ TOWNSHIP
- RGE. ~ RANGE
- O.R. ~ OFFICIAL RECORD
- PG. ~ PAGE
- GAS
- G ~ GAS PIPE LINE MARKER
- 100' OPERATIONAL FOOTPRINT SETBACK
- 20' INCOMPATIBLE LAND USE BUFFER
- EXISTING NATURAL BUFFER TO REMAIN
- WETLAND 25' BUFFER
- 30' MEAN BUFFER

BENCHMARK DATA:

BM=1 NAIL AND DISK IN ASPHALT
ELEVATION= 73.91' (NAVD88)

BM=2 RED CAPPED IRON ROD NUMBERED 7277
ELEVATION= 69.73' (NAVD88)

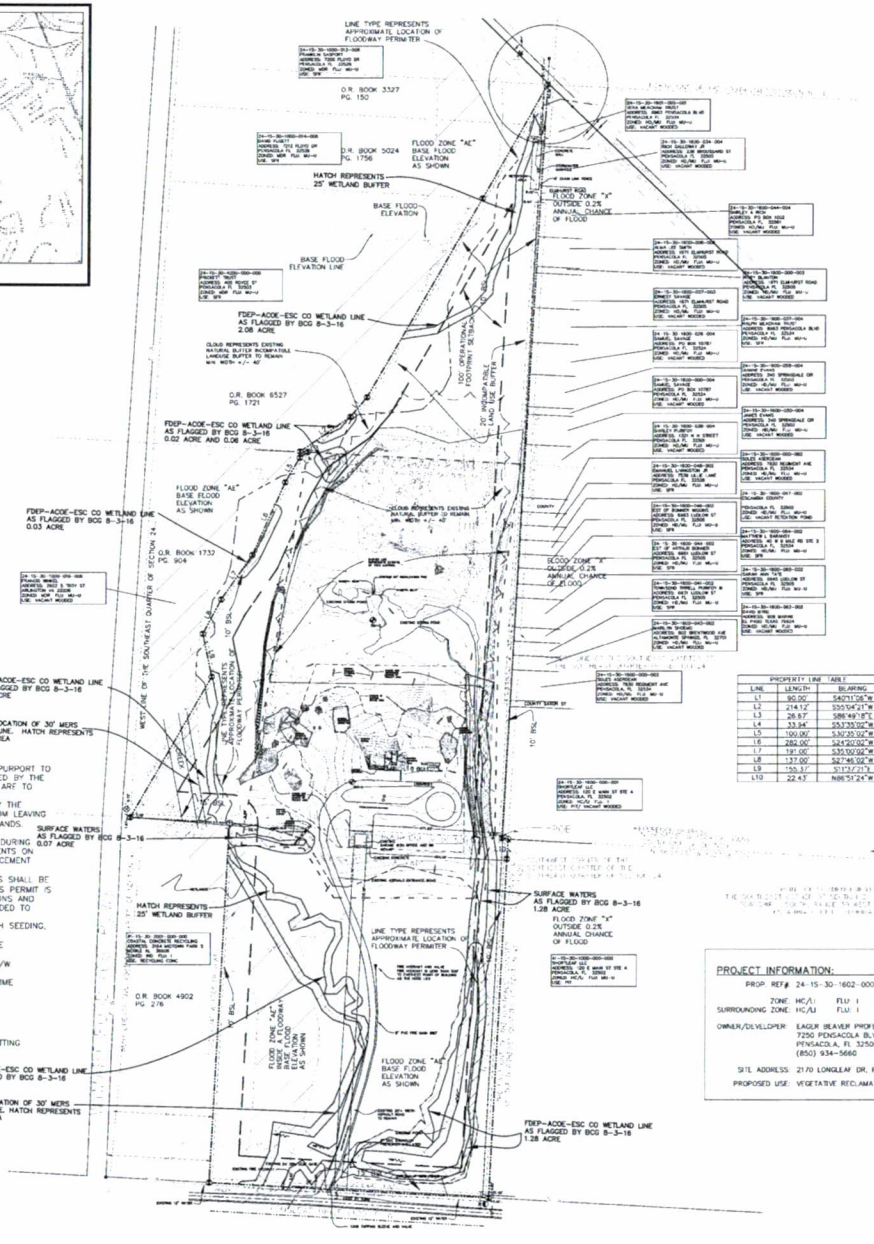


SILT FENCE DETAIL
N.T.S.

INCOMPATIBLE LAND USE BUFFER

TOTAL BUFFER LENGTH= 4950 LF

BUFFER REQUIREMENTS= TYPE C= 3 CANOPY TREES, 3 UNDERSTORY TREES, AND 30 SHRUBS PER 100' OF BUFFER
TOTAL= 149 CANOPY TREES, 149 UNDERSTORY TREES, 1485 SHRUBS
EXISTING BUFFERS TO REMAIN UNDISTURBED. EXISTING FOLIAGE MEETS THE BUFFER PLANTING REQUIREMENTS



PROPERTY LINE TABLE		
LINE	LENGTH	BEARING
L1	90.00'	S40°11'06"W
L2	214.12'	S55°04'21"W
L3	28.67'	S86°49'18"E
L4	33.94'	S53°35'02"W
L5	100.00'	S30°35'02"W
L6	282.00'	S24°20'02"W
L7	191.00'	S35°09'02"W
L8	137.00'	S27°46'02"W
L9	155.57'	S11°37'21"E
L10	22.43'	N86°51'24"W

SITE WORK GENERAL NOTES:

1. THIS PLAN IS PREPARED TO SATISFY ESCAMBIA COUNTY ORDINANCE AND DOES PURPORT TO APPROVE NEW IMPERVIOUS OR SEMI IMPERVIOUS AREA GREATER THAN THAT ALLOWED BY THE LATEST EDITION OF THE LDC BY EXEMPTION. ALL PROPOSED BUSINESS ACTIVITIES ARE TO REMAIN WITHIN THE AREA OF ACTIVITY AS SHOWN HEREIN.
2. BECAUSE THIS PROJECT LOCATION IS ADJACENT TO A BAYOU MARCUS TRIBUTARY THE OWNER IS CAUTIONED TO MAKE EVERY EFFORT TO PREVENT SILTS AND DEBRIS FROM LEAVING THE AREA OF ACTIVITY AND ENTERING THE TRIBUTARY AND/ OR NEIGHBORING WETLANDS.
3. IN THE CASE OF NEW LAND DISTURBANCE WITHIN THE AREA OF ACTIVITY, THE CONTRACTOR SHALL INSTALL PRIOR TO THE START OF DISTURBANCE AND MAINTAIN DURING CONSTRUCTION SEDIMENT CONTROL MEASURES AS REQUIRED TO RETAIN ALL SEDIMENTS ON THE SITE. IMPROPER SEDIMENT CONTROL MEASURES MAY RESULT IN CODE ENFORCEMENT VIOLATION.
4. THE CONTRACTOR/OWNER IS TO ENSURE THAT ALL EROSION CONTROL MEASURES SHALL BE INSPECTED AFTER EACH 1/4" RAINFALL EVENT OR AT LEAST WEEKLY. IF AN NPDES PERMIT IS REQUIRED FOR THIS PROJECT, THE CONTRACTOR SHALL DOCUMENT SUCH INSPECTIONS AND EROSION CONTROL MAINTENANCE EFFORTS. INSPECTION RECORDS SHALL BE PROVIDED TO THE NPDES PERMIT APPLICANT FOR PROPER REPORTING TO FDEP.
5. ALL NEWLY DISTURBED AREAS WHICH ARE NOT PAVED SHALL BE STABILIZED WITH SEEDING, FERTILIZER AND MULCH, HYDROSEED AND/OR SOD.
6. NO ALTERATION OF EXISTING DRAINAGE STRUCTURES OR DRAINAGE PATTERNS ARE PERMITTED WITH THIS PLAN.
7. NOTIFY SUNSHINE UTILITIES 48 HOURS IN ADVANCE PRIOR TO DIGGING WITHIN R/W 1-800-432-4770.
8. HOURS OF OPERATION WILL BE DAILY AS MATERIAL ARRIVES AT THE SITE. DAYTIME OPERATION ONLY BETWEEN 7 AM TO 5 PM.

DUST PREVENTION

- DUST IS TO BE KEPT TO A MINIMUM AT ALL TIMES
- DUST INSPECTION OF THE OPERATION IS TO BE A CONTINUAL PROCESS
- A 4000 GAL WATER TRUCK WILL REMAIN ONSITE TO BE USED TO WET DUST EMITTING PILES OR PROCESSES.

PROJECT INFORMATION:

PROP. REF.# 24-1S-30-1602-000-000

ZONE: HC/I FLU: I
SURROUNDING ZONE: HC/I FLU: I

OWNER/DEVELOPER: EAGER BEAVER PROFESSIONAL TREE CARE
7250 PENSACOLA BLVD.
PENSACOLA, FL 32505
(850) 934-5660

SITE ADDRESS: 2170 LONGLEAF DR, PENSACOLA

PROPOSED USE: VEGETATIVE RECLAMATION FACILITY

NORTHWEST FLORIDA LAND SURVEYING, INC.
A PROFESSIONAL SERVICE ORGANIZATION
7745 BELLEVIA CIRCLE
Pensacola, FL 32526
(850) 492-1004

SCALE: 1" = 200' | SURVEY DRAWN BY: JAS | SURVEY CHECKED BY: FRT | DATE OF SURVEY: 6/21/16

DAVID W. FITZPATRICK
PROFESSIONAL ENGINEER, P.A.
BOARD OF PROFESSIONAL ENGINEERS
CERTIFICATE # 0000068423
7745 BELLEVIA CIRCLE
PENSACOLA, FL 32526
PH: (850)492-0817 FAX: (850)476-7708

EAGER BEAVER VRF

VRF-VEGETATIVE RECYCLING FACILITY

EXISTING CONDITIONS AND NEIGHBOR INFO

NO.	REVISION	DATE
1	ADDED: INTERIOR ROADS AND ACCESS TO STAGING AREA	7-20-16
2	IDENTIFIED THE SURVEYOR PLACED FLAGGED WETLAND LINE	7-28-16
3	TREE SURVEY NOTE ADDED	7-29-16
4	PLANNING COMMENTS RESPONDED	8-1-16
5	ENVIRONMENTAL COMMENTS RESPONDED	8-11-16

DRAWN BY: D. FITZPATRICK

SIGNATURE & SEAL

DATE:

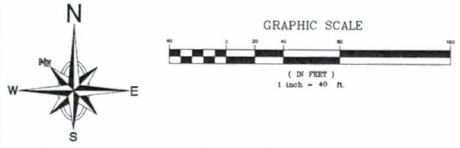
PROJECT NUMBER: 16-016

PLOT DATE: 7/5/16

SHEET 1 OF 2

Exhibit C

BOUNDARY AND TOPOGRAPHIC SURVEY
OF A PORTION OF SECTION 24 AND 41, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA



GRAPHIC SCALE

(IN FEET)
1 inch = 40 ft.

NOTE: THIS IS A SPECIAL PURPOSE CHANGE OF USE PLAN. THE EXISTING PARCEL USE WAS BORROW PIT. THE SITE WILL NOW BE REPURPOSED TO A VEGETATIVE RECYCLING FACILITY. CONTRACTOR'S CLEARING VEGETATIVE DEBRIS WILL BE DELIVERED TO THE SITE. DEBRIS WILL BE REDUCED BY GRINDING AND SOLD TO LOCAL FACTORIES FOR THEIR USE.

SITE WORK GENERAL NOTES:

1. THIS PLAN IS PREPARED TO SATISFY ESCAMBIA COUNTY ORDINANCE AND DOES PURPORT TO APPROVE NEW IMPERVIOUS OR SEMI IMPERVIOUS AREA GREATER THAN THAT ALLOWED BY THE LATEST EDITION OF THE LDC BY EXEMPTION. ALL PROPOSED BUSINESS ACTIVITIES ARE TO REMAIN WITHIN THE AREA OF ACTIVITY AS SHOWN HEREIN.
2. BECAUSE THIS PROJECT LOCATION IS ADJACENT TO A BAYOU, MARCUS TRIBUTARY THE OWNER IS CAUTIONED TO MAKE EVERY EFFORT TO PREVENT SILTS AND DEBRIS FROM LEAVING THE AREA OF ACTIVITY AND ENTERING THE TRIBUTARY AND/ OR NEIGHBORING WETLANDS.
3. IN THE CASE OF NEW LAND DISTURBANCE WITHIN THE AREA OF ACTIVITY. THE CONTRACTOR SHALL INSTALL PRIOR TO THE START OF DISTURBANCE AND MAINTAIN DURING CONSTRUCTION SEDIMENT CONTROL MEASURES AS REQUIRED TO RETAIN ALL SEDIMENTS ON THE SITE. IMPROPER SEDIMENT CONTROL MEASURES MAY RESULT IN CODE ENFORCEMENT VIOLATION.
4. THE CONTRACTOR/OWNER IS TO ENSURE THAT ALL EROSION CONTROL MEASURES SHALL BE INSPECTED AFTER EACH 1/4" RAINFALL EVENT OR AT LEAST WEEKLY. IF AN NPDES PERMIT IS REQUIRED FOR THIS PROJECT, THE CONTRACTOR SHALL DOCUMENT SUCH INSPECTIONS AND EROSION CONTROL MAINTENANCE EFFORTS; INSPECTION RECORDS SHALL BE PROVIDED TO THE NPDES PERMIT APPLICANT FOR PROPER REPORTING TO FDEP.
5. ALL NEWLY DISTURBED AREAS WHICH ARE NOT PAVED SHALL BE STABILIZED WITH SEEDING, FERTILIZER AND MULCH, HYDROSEED AND/OR SOD.
6. NO ALTERATION OF EXISTING DRAINAGE STRUCTURES OR DRAINAGE PATTERNS ARE PERMITTED WITH THIS PLAN.
7. NOTIFY SUNSHINE UTILITIES 48 HOURS IN ADVANCE PRIOR TO DIGGING WITHIN R/W 1-800-432-4770.

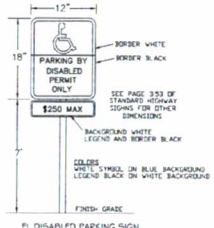
LEGEND:
DENOTES:

- ● ~ 1/2" CAPPED IRON ROD, NUMBERED 7277 (PLACED)
- ◐ ~ 1/2" CAPPED IRON ROD, NUMBERED 6783 (FOUND)
- ○ ~ 1/2" CAPPED IRON ROD, NUMBERED 7073 (FOUND)
- ⊗ ~ 1/2" CAPPED IRON ROD, NUMBERED 0155 (FOUND)
- (D) ~ DEED INFORMATION
- (F) ~ FIELD INFORMATION
- R/W ~ RIGHT OF WAY
- P.O.B. ~ POINT OF BEGINNING
- SEC ~ SECTION
- TWP ~ TOWNSHIP
- RGE ~ RANGE
- O.R. ~ OFFICIAL RECORD
- PG. ~ PAGE
- GAS ~ GAS PIPE LINE MARKER

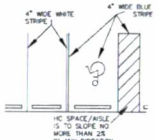
BENCHMARK DATA:

BM-1 NAIL AND DISK IN ASPHALT
ELEVATION= 73.91' (NAVD88)

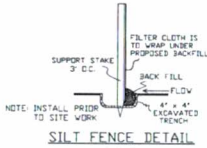
BM-2 RED CAPPED IRON ROD NUMBERED 7277
ELEVATION= 69.73' (NAVD88)



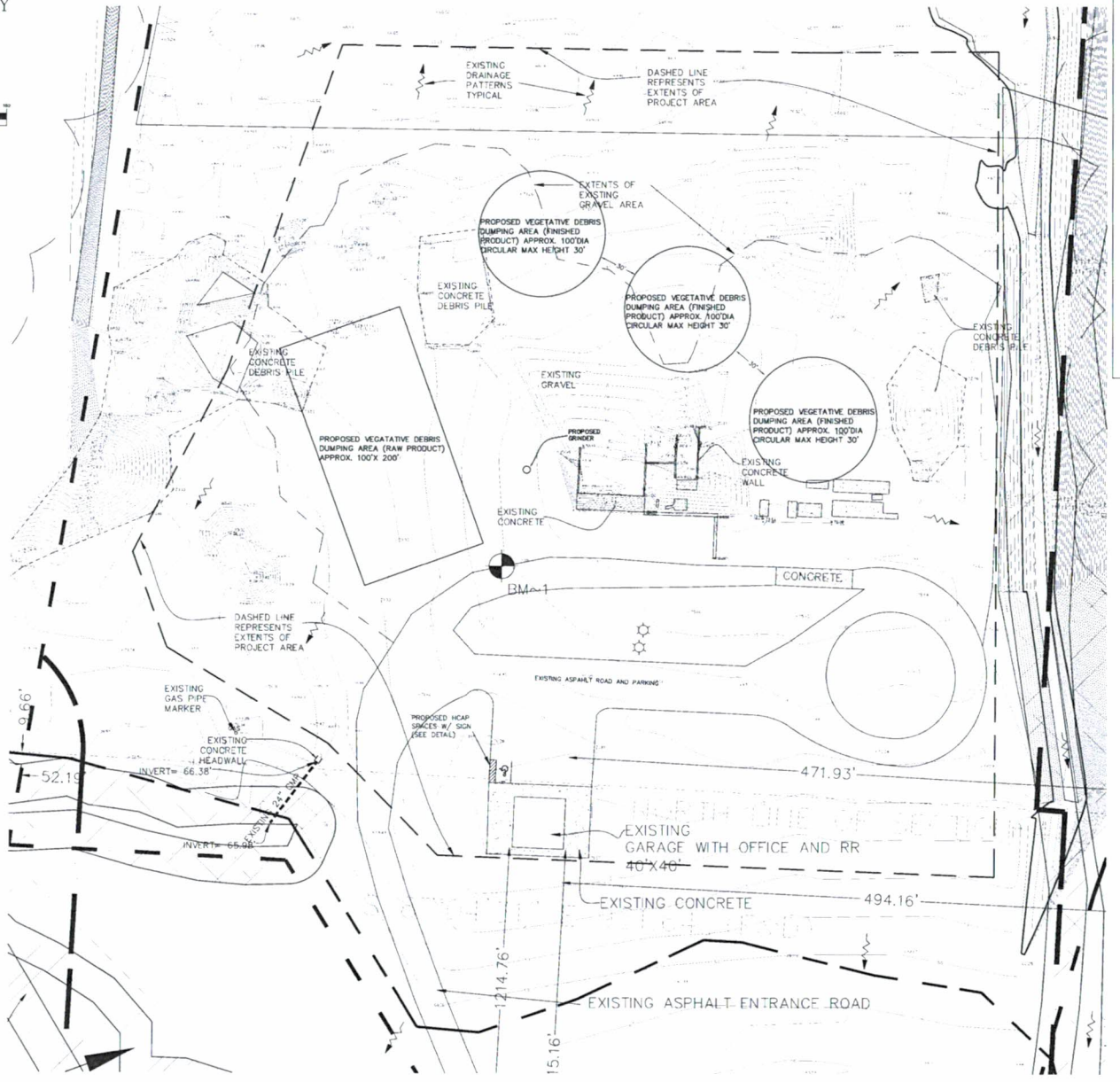
FL DISABLED PARKING SIGN
FG-6T-SES W/FINE MESSAGE
NTS



STRIPING DETAIL
NTS



SILT FENCE DETAIL
N.T.S.



NORTHWEST FLORIDA LAND SURVEYING, INC.
A PROFESSIONAL SERVICE ORGANIZATION
7146 BELLEVIEW CIRCLE
PENSACOLA, FL 32506
(850) 432-1002

SCALE	SURVEY DRAWN BY	SURVEY CHECKED BY	DATE OF SURVEY
1"=40'	JAS	FRT	6/21/16

DAVID W. FITZPATRICK
PROFESSIONAL ENGINEER, P.A.
BOARD OF PROFESSIONAL ENGINEERS
CERTIFICATE # 0000684223
10350 NORTH PALAFOX STREET
PENSACOLA, FLORIDA 32534
PH: (850)476-0877 FAX: (850)476-7708

EAGER BEAVER VRF
VRF-VEGETATIVE RECYCLING FACITLY
EXPANDED VIEW OF PROJECT AREA

NO.	REVISIONS	DATE
1	ADDED ADA PARKING SPACE & DETAIL	7-5-16
2	IDENTIFIED FDL BOUNDARY PLACED CLEARING LIMITS	7-28-16
3	FIRE SAFETY NOTES ADDED	7-29-16
4	PLANNING COMMENTS INCORPORATED	8-1-16
5	ENVIRONMENTAL COMMENTS INCORPORATED	8-11-16
6		

DRAWN BY
D. FITZPATRICK

SIGNATURE & SEAL

DATE:

PROJECT NUMBER	16-016
PLOT DATE	7/5/16
SHEET	2 OF 2

PAM CHILDERS
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL

2017 JUL 11 P 1:41

CIRCUIT CIVIL DIVISION
FILED & RECORDED

IN THE CIRCUIT COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA

EAGER BEAVER PROFESSIONAL TREE CARE, LLC,

Petitioner,

v.

CASE NO: 2017 CA 000030

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS,

Respondent.

_____/

OPINION filed July 10, 2017.

George R. Mead, II, Esq. and Kimberly S. Sullivan, Esq. of Moore, Hill & Westmoreland, P.A. Post Office Box 13290, Pensacola, Florida 32591 | Counsel for Petitioner

Meredith D. Crawford, Esq., Assistant County Attorney, 221 Palafox Place, Suite 430, Pensacola, FL 32502 | Counsel for Respondent

A Petition for Writ of Certiorari was filed January 9, 2017 by Petitioner, EAGER BEAVER PROFESSIONAL TREE CARE, LLC. ("Petitioner"). An Order to Show Cause was issued to Respondent, ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS (hereinafter "County"), on January 23, 2017. The Court has jurisdiction. *Fla. R.App. Proc.* 9.100.

Respondent Escambia County filed a Response docketed February 13, 2017. Petitioner filed a Motion to Strike docketed March 6, 2017, and that motion was granted in part on an Order docketed April 24, 2017. The County thereafter filed its Amended Response to the Petition docketed May 8, 2017, and Petitioner its Reply on May 18, 2017. Oral argument was taken in Chambers on May 31, 2017.

SUMMARY

After further consideration of the Petition for Writ of Certiorari, the Amended Response filed by the County, the Reply filed by Eager Beaver, the argument of counsel and applicable case law, the Court GRANTS the Writ of Certiorari. The denial of Eager Beaver's request for conditional use determination is QUASHED; since grant of the conditional use determination/permit is mandatory upon evidence of the required conditions, and in view of the want of the County's lawfully required findings for conditions of denial, on remand the conditional determination/permit is due to be granted on this record, and the County is not authorized to undertake further evidentiary proceedings or findings.

DISCUSSION

The Land Development Code language at issue is as follows: "If an applicant has presented competent substantial evidence proving the required conditions, the board shall grant a conditional use, unless the board finds from the evidence presented that granting the conditional use will be adverse to the public interest."

The Court understands that it is not authorized to re-weigh the evidence, but instead to evaluate the Petition on three prongs: whether there was due process-i.e., notice and opportunity to be heard; whether the essential requirements of law were complied with; and whether the administrative findings were supported by competent substantial evidence. Broward Cty. v. G.B.V. Int'l, Ltd., 787 So. 2d 838, 843 (Fla. 2001).

Due Process

Not only did the County limit Eager Beaver to six minutes for their presentation, but it refused to allow presentation in the order requested by counsel for Petitioner. Counsel timely objected and stated that since Petitioner had the burden of proof, they should be given adequate time and format to do so. In addition, counsel asked to extend the time to cover the sixteen items

required to be covered. This was denied. This cannot qualify as procedural due process in the sense of having an opportunity to be heard in a meaningful manner.

Moreover, in the Reply, counsel for the County objected to the index/exhibits tendered at the hearing on December 8, 2016, as inadmissible arguing that the Petitioner's index/exhibits were not formally introduced at the hearing. Of course, there was no time given to the Petitioner to fully address those items contained in its index. The County argued that the Petitioner's indexed documentary evidence was, instead, provided to the Board of County Commissioners outside of the hearing in the same manner that the County's packet was provided to the Board of County Commissioners. The County argued that if the County's packet was not admissible for consideration, neither should the Petitioner's index be allowed. However, during Petitioner's presentation in the record of the hearing, its indexed documentary materials (including the County's own development order) were expressly tendered three separate times for consideration, and without objection. The County never addressed its previously submitted packet at the hearing on December 8, 2016.

Despite the violation of due process, Petitioner's submission did meet their initial burden on the ordinance factors for the conditional use determination/permit. In fact, there has not been a suggestion by the County that they did not do so.

Competent Substantial Evidence

Moving to the third prong-whether the administrative findings were supported by competent substantial evidence: the Court finds Petitioner's argument persuasive that there were no findings. Findings are required under the ordinance and by the nature of the proceeding. Lee County v. Sunbelt Equities, II, Ltd. P'ship, 619 So. 2d 996, 1002 (Fla. 2d DCA 1993). Jennings v. Dade County, 589 So. 2d 1337, 1340 (Fla. 3d DCA 1991)("In quasi-judicial zoning proceedings, the parties must be able to present evidence, cross-examine witnesses, and be

informed of all the facts upon which the commission acts.") A motion from a Commissioner that he is moving for denial-"I believe for the various reasons we're presented tonight-move for denial," does not qualify as findings that granting the conditional use will be adverse to the public interest. There was no identification of the evidence that the BOCC relied upon in denying the conditional use. Nor is there any recitation of grounds. The Motion itself did not identify any findings.

In addition, based upon the record evidence below, there was no basis for the BOCC to deny the conditional use permit.

Grant of Writ

As far as the remedy, the Court has considered both Broward County v. G.B.V. International, Ltd., 787 So. 2d 838, 844 (Fla. 2001) ("When the order is quashed,... the parties stand upon the pleadings and proof as it existed when the order was made...") and Dep't of Highway Safety & Motor Vehicles v. Azbell, 154 So. 3d 461 (Fla. 5th DCA 2015). The County argued that this Court has no authority to substitute its decision for that of the Board or to direct the Board to enter a particular order or judgment, and further, that this Court may only quash the decision and remand to the Board for further consideration. This is certainly true, however, it is not the Court that commands grant of the permit but the County's own law in the mandatory ordinance.

At this stage, the County in further proceedings cannot depart from the essential requirements of law on the established record. The Petition squarely puts at issue whether the record supports denial. The Court has held that it does not. The Court finds there is inherent authority to enforce this court's mandate on remand. Azbell, 154 So. 3d at 463. Upon remand the County is not authorized to conduct a further or additional hearing. Azbell, 154 So. 3d at 462 ("in administrative proceeding, upon failure of agency to present sufficient proof of costs, no

entitlement to second opportunity."; citing Doll v. Dep't of Health, 969 So.2d 1103, 1107 (Fla. 1st DCA 2007)). Absent required findings, which are not present, the County cannot deny the permit. The only lawful result under this mandatory ordinance is the County's grant of the conditional use permit. The Court does not invade the lawful discretion of the County in ruling that the law at issue leaves it no further discretion to exercise.

It is therefore ORDERED that the County's denial is hereby QUASHED and the cause is REMANDED with direction that the record evidence supports prima facie conditions for the mandatory grant of the permits, and that no second opportunity is authorized for the County to undertake further evidentiary hearing or finding on conditions of denial. The Clerk shall issue the Mandate accordingly.

DONE AND ORDERED in Chambers at Pensacola, Escambia County, Florida this 10th day of ~~June~~ July 2017.

JAN SHACKELFORD
CIRCUIT JUDGE

COPIES FURNISHED:

George R. Mead, II (emead@mhw-law.com; hmalone@mhw-law.com)
Kimberly Sullivan (ksullivan@mhw-law.com; kgraham@mhw-law.com)
Meredith D. Crawford (mdcrawford@co.escambia.fl.us)

E-served on 7/14/17

FIRST DISTRICT COURT OF APPEAL
STATE OF FLORIDA

No. 1D17-3231

ESCAMBIA COUNTY BOARD OF
COUNTY COMMISSIONERS,

Petitioner,

v.

EAGER BEAVER, LLC,

Respondent.

Petition for Writ of Certiorari—Original Jurisdiction.

August 10, 2018

PER CURIAM.

Petitioner's Petition for Writ of Certiorari is denied.

B.L. THOMAS, C.J., and ROWE and M.K. THOMAS, JJ., concur.

Not final until disposition of any timely and authorized motion under Fla. R. App. P. 9.330 or 9.331.

Alison Rogers, County Attorney, and Meredith D. Crawford, Assistant County Attorney, of the Escambia County Attorney's Office, Pensacola, for Petitioner.

Charles F. Beall, Jr., and George R. Mead, II, of Moore, Hill & Westmoreland, P.A., Pensacola, for Respondent.

DISTRICT COURT OF APPEAL, FIRST DISTRICT
2000 Drayton Drive
Tallahassee, Florida 32399-0950
Telephone No. (850)488-6151

October 16, 2018

CASE NO.: **1D17-3231**
L.T. No.: 2017 CA 000030

Escambia County Board of County Commissioners	v.	Eager Beaver, LLC
Appellant / Petitioner(s),		Appellee / Respondent(s)

BY ORDER OF THE COURT:

Appellant's motion filed August 27, 2018, for rehearing and/or issuance of a written opinion is denied.

I HEREBY CERTIFY that the foregoing is (a true copy of) the original court order.

Served:

Alison P. Rogers
George R. Mead, I I
Robert Alexander Andrade
Charles F. Beall, Jr.
Meredith D. Crawford

th

KRISTINA SAMUELS, CLERK

DISTRICT COURT OF APPEAL
SAT CITO SI RECTE
FIRST DISTRICT
STATE OF FLORIDA