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.

Escambia County is committed to making our website accessible. If you use assistive technology, for example a screen reader, and have difficulty accessing information in this agenda online, please contact our ADA Coordinator at ADA@myescambia.com or 850-595-1637.

PLEASE NOTE THAT ALL BCC MEETINGS ARE RECORDED AND TELEVISED

AGENDA
Board of County Commissioners
Regular Meeting – December 5, 2019 – 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 Bergosh.

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 - Winterfest Holiday visit.

7. Proclamations.

Recommendation: That the Board take the following action:

A. Adopt the Proclamation commending and congratulating Ronald Hollingsworth, an Equipment Operator III in the Roads Division of the Public Works Department, on his selection as the "Employee of the Month" for December 2019;

B. Adopt the Proclamation commending and congratulating the Pensacola Christian College Men's Soccer Team, the Eagles, for winning their second National Title in the past three years, and wishing them good luck in their future endeavors;

C. Ratify the Proclamation dated November 1, 2019, commending the contributions that Folds of Honor has made, and continues to make, on behalf of fallen and disabled armed forces members;

D. Ratify the Proclamation dated November 7, 2019, proclaiming November 15, 2019, as HER Foundation Day; and

E. Ratify the Proclamation dated November 13, 2019, proclaiming November 16 - 24, 2019 as "National Hunger and Homelessness Awareness Week".

8. Written Communication

A. October 21, 2019, communication from Beatrice Boykn Benjamin requesting lien relief for the property located at 2200 West Moreno Street.

Recommendation: That the Board review and consider the lien relief request made by Beatrice Boykn Benjamin, owner of the property located at 2200 West Moreno Street.

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

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

NON-ADA COMPLIANT DOCUMENTS TO BE DISTRIBUTED UNDER SEPARATE COVER:

- **2200 West Moreno Street Documentation**
- **Escambia County Property Appraiser Information for 2200 West Moreno St**

B. October 23, 2019, communication from Kristopher Fernandez, representative for Bay to Gulf Holdings, LLC, requesting lien relief for property located at 9925 Beulah Road.

Recommendation: That the Board review and consider the lien relief request made by Kristopher Fernandez against 9925 Beulah Road.

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

After reviewing the request for forgiveness of liens, staff made the determination that the request did fall within the criteria that would allow the County Administrator to act on the Board's behalf and grant relief, in accordance with the Board's Policy, "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H2.

County Administrator Janice Gilley did provide relief to Bay to Gulf Holdings, LLC waiving all but $5,000 of the $62,950 lien amount. Bay to Gulf Holdings LLC, refused that offer and made a request to appear before the Board to request full release.

NON-ADA COMPLIANT DOCUMENTS TO BE DISTRIBUTED UNDER SEPARATE COVER:

- **9925 Beulah Road Documentation**
- **Escambia County Property Appraiser Information for 9925 Beulah Rd**

C. Undated communication from Marlina S. Davis regarding property located at 8142 Heirloom Drive.

D. Undated Communication from Gregory S. English requesting Environmental (Code) Enforcement Lien Relief from property located at 480 Jacobi Road.

Recommendation: That the Board review and consider the lien relief request made by Mr. Gregory English regarding 480 Jacobi Road. Mr. English is currently the owner and owned the property during the code enforcement process.

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

Mr. English made a written request for lien relief in October 2019. His request is for partial release of liens (daily fines totaling $10,750 - $50 per day levied between 2/06/15-9/09/15) at 480 Jacobi Road.

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

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

10. 5:31 p.m. Public Hearing for consideration of the Petition to Vacate an opened right-of-way known as Cameron Lane, as petitioned by VWSS American, LLC.

Recommendation: That the Board take the following action concerning the Petition to Vacate an opened right-of-way known as Cameron Lane (0.44 acres, more or less), as petitioned by VWSS American, LLC.:

A. Approve or deny the Petition to Vacate an opened right-of-way known as Cameron Lane;

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.

The real property mentioned in this Petition to Vacate is located in Commission District 2.

11. 5:32 p.m. Public Hearing for consideration of adopting a Resolution establishing the Board's intent to use the Uniform Method of Collecting Non-Ad Valorem Special Assessments, as provided in Florida Statutes 197.3632.

Recommendation: That the Board adopt the Resolution establishing the Board's intent to use the Uniform Method of Collecting Non-Ad Valorem Special Assessments, as provided in Florida Statutes 197.3632.

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 these advertisements take place during November. The Uniform Method of Collection of the Municipal Services Benefit Unit (MSBU) assessments will increase the collection of assessments and reduce administrative costs by eliminating duplicated preparation and mailing of tax notices.

Non Ad-Valorem Special Assessments would be subject to the same discounts for early payment as Ad-Valorem Taxes and are due no later than March 31:
4% November;
3% December;
2% January; and
1% February.

12. 5:33 p.m. Public Hearing to Consider Creating Volume 1, Chapter 94, Article I, Section 94-9 of the Escambia County Code of Ordinances relating to Dockless Shared Micromobility Devices.

Recommendation: That the Board adopt an Ordinance creating Volume 1, Chapter 94, Article I, Section 94-9 of the Escambia County Code of Ordinances relating to Dockless Shared Micromobility Devices on Pensacola Beach.

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 October 31, 2019, Investment Report

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended October 31, 2019, as required by Ordinance Number 95-13; on October 31, 2019, the portfolio market value was $300,871,187 and portfolio earnings totaled $544,243 for the month. The short term portfolio achieved a yield of 2.07%. The long-term CORE portfolio achieved a yield of 1.61%.

2. Recommendation Concerning Acceptance of TDT Collection Data for the September 2019 Returns Received in October 2019

That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the September 2019 returns received in the month of October 2019, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the first month of collections for the Fiscal Year 2020; total collections for the month of September 2019 returns was $900,199.76; this is a 6.33% increase over the September 2018 returns; total collections to date are 6.33% more than the comparable time frame in Fiscal Year 2019.

3. Recommendation Concerning Transfer of Machinery & Equipment to the Sheriff's Office

That the Board approve the transfer of equipment from the Board to the Escambia County Sheriff's Office, as of September 30, 2019, in the amount of $3,257,522.26.

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

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

A. Accept, for filing with the Board's Minutes, the Report of the Gary Sansing Public Forum held November 18, 2019; and

B. Approve the Minutes of the Regular Board Meeting held November 18, 2019.

GROWTH MANAGEMENT REPORT

I. Public Hearing

1. Recommendation Concerning the Review of the Rezoning Case Heard by the Planning Board on November 5, 2019

That the Board take the following action concerning the rezoning case heard by the Planning Board on November 5, 2019:

A. Review and either adopt, modify, or reject the Planning Board's recommendation for Rezoning Case Z-2019-18 or remand the case back to the Planning Board; and
B. Authorize the Chairman to sign the Orders of the Escambia County Board of County Commissioners for the rezoning case that were reviewed.

1. Case No.:	**Z-2019-18**
Address:	5404 Bellamy Avenue *(The applicant initially requested rezoning for both 5524 Tamarack Street and 5404 Bellamy Avenue, However, the applicant has elected to remove the Tamarack property from the rezoning consideration by the Planning Board and Board of County Commissioners.)*
Property Reference No.:	35-1S-30-3101-000-000
Property Size:	3.96 (+/-) acres
From:	Com, Commercial 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:	4
Requested by:	Wiley C. "Buddy" Page, Agent for Knop Family Trust, Owner
Planning Board Recommendation:	Denial
Speakers:	Buddy Page, Patrick Dwyer, Phil Parekh, Theresa Blackwell, Belinda Bell, Joanne Peele, Melissa Pino, Larry Downs, Jr., Michael Bearden

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 case heard by the Planning Board on November 5, 2019, 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 an Ordinance Amending the Future Land Use Map, LSA-2019-02

   That the Board of County Commissioners (BCC) review and adopt an Ordinance amending the Comprehensive Plan 2030, Chapter 7, the Future Land Use Element, Policy FLU 1.1.1, (LSA-2019-02) changing the FLU category of a parcel, which is located within Section 25, Township 1N, Range 30W, and which is identified as Parcel ID number 25-1N-30-1003-000-000 totaling 14.5 (+/-) acres, located on a private road, Pate Street, from Mixed-Use Urban (MU-U) to Industrial (I); changing a parcel within Section 25, Township 1N, Range 30W, and which is identified as Parcel ID number 25-1N-30-1006-000-000 totaling 11.0 (+/-) acres, located on Pate Street, from Mixed-Use Urban (MU-U) to Industrial (I); changing a parcel within Section 25, Township 1N, Range 30W, and which is identified as Parcel ID number 25-1N-30-1006-000-001 totaling 10.6 (+/-) acres, located on Pate Street, from Mixed-Use Urban (MU-U) to Industrial (I).

   This is the second of two public hearings before the Board of County Commissioners.

4. Recommendation Concerning the Review of the Rezoning Case Heard by the Planning Board on September 3, 2019

That the Board take the following action concerning the rezoning case heard by the Planning Board on September 3, 2019:

A. Review and either adopt, modify, or reject the Planning Board's recommendation for Rezoning Case Z-2019-15 or remand the case back to the Planning Board; and
B. Authorize the Chairman to sign the Orders of the Escambia County Board of County Commissioners for the rezoning case that were reviewed.

1. Case No.:	**Z-2019-15**
Address:	11999 Pate Road
Property Reference No.:	25-1N-30-1003-000-000, 25-1N-30-1006-000-000, 25-1N-30-1006-000-001
Property Size:	36.1 (+/-) acres
From:	HC/LI, Heavy Commercial and Light Industrial district (25 du/acre)
To:	Ind, Industrial district (du density limited to vested residential development)
FLU Category:	I, Industrial
Commissioner District:	5
Requested by:	Allara Mills-Gutcher, Agent, Gulf Power Company, Owner
Planning Board Recommendation:	Approval
Speakers:	Allara Mill-Gutcher, William Flippin, Ryan Cowart, Robert Jernigan, George Jones, Larry Downs, Jr., Melissa Pino, Margaret Hostetter, Kevin Wade

5. 5:47 p.m. - A Public Hearing for Consideration for Adopting an Ordinance Amending the Official Zoning Map

That the Board adopt an Ordinance to amend the Official Zoning Map to include the rezoning case heard by the Planning Board on September 3, 2019, and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

II. Action Item

1. Recommendation Concerning Final Plat Lakeshore Preserve Permit #18051398

That the Board take the following action concerning recording of Lakeshore Preserve (a 138-lot public residential subdivision), located in the Beulah Community and lying south of Mobile Highway (U.S. Highway 90) and lies east of Beulah Road. Owned and developed by D.R. Horton, Inc. 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 “Lakeside Oak Court", “Lakeside Oaks Drive”, and “Oak Lake Boulevard”;

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.

III. Consent Agenda

1. Recommendation Concerning the Scheduling of Public Hearings

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

January 7, 2020

A. 5:45 p.m. - A Public Hearing - Small Scale Map Amendment - SSA-2019-03 -108 Louisiana Avenue

Summary: Applicant is requesting to change the Future Land Use from Commercial to Mixed-Use Urban.

B. 5:46 p.m. - A Public Hearing - Large Scale Map Amendment - LSA-2019-05 - 7045 Pine Forest Road (first of two public hearings)

Summary: Applicant is requesting to change the Future Land Use from Commercial to Mixed-Use Urban.

COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

1. Recommendation Concerning Community Redevelopment Agency Meeting Minutes, November 7, 2019 - Clara Long, Interim Neighborhood & Human Services Department Director

That the Board accept for filing with the Board's Minutes, the November 7, 2019, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

2. Recommendation Concerning Rescinding Residential Rehab Grant Program Funding and Lien Agreements for Property Located at 6165 Luther Street - Clara Long, Interim Neighborhood & Human Services Department Director

That the Board ratify the following December 5, 2019, action of the Board of County Commissioners of Escambia County Community Redevelopment Agency (CRA), acting in its capacity as the Escambia County Redevelopment Agency (CRA), rescinding, due to the owners' request to terminate the Funding and Lien Agreements, the following Board's action of September 5, 2019, concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 6165 Luther Street:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Daka Choice Properties, LLC, owner of residential property located at 6165 Luther St, Oakfield Redevelopment District, each in the amount of $3,350, representing an in-kind match through the Oakfield Tax Increment Financing (TIF), Fund 151, Cost Center 370121, Object Code 58301, for a total electrical rewiring upgrade; and

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

3. Recommendation Concerning an Appointment to the CareerSource Escarosa Board of Directors - Clara Long, Interim Neighborhood & Human Services Department Director

   That the Board approve the appointment of Lloyd Reshard to the CareerSource Escarosa Board of Directors, as a private sector business representative, to serve as a replacement for Ms. Sharon Pitts, who resigned from the Board on August 15, 2019. Ms. Pitt's term was scheduled to expire on July 9, 2020; however, CareerSource Escarosa is requesting that Mr. Reshard serve a 3-year term effective immediately, to extend through December 5, 2022. Mr. Reshard was recommended for service on the CareerSource Escarosa Board of Directors by FloridaWest Economic Development Alliance.

4. Recommendation Concerning the Request for Disposition of Property for the Escambia County Tax Collector's Office - Scott Lunsford, CPM, CFC, Escambia County Tax Collector

   That the Board approve the four Request for Disposition of Property Forms for the Escambia County Tax Collector's Office, for property that is described and listed on the Disposition Form. The listed items have been found to be of no further usefulness to the County/Tax Collector; thus, it is requested that they be auctioned as surplus or disposed of properly.

5. Recommendation Concerning the Request for Disposition of Property for the Roads and Bridges Department - Wes Moreno, Director

   That the Board approve the Request for Disposition of Property Form for the Roads and Bridges Department, listing two items.

6. Recommendation Concerning the Request for Disposition of Property for Court Administration - Craig Van Brussel, Court Technology Office

   That the Board approve the Disposition of Property Form for Court Administration, for property that was not located during the annual inventory. This equipment was not operational and would not be of use to the department. If this equipment is found at a later date, Court Administration will process the reinstatement paperwork.

7. Recommendation Concerning the Limited Waiver of the Escambia County Noise Abatement Ordinance for the Pensacola Beach Chamber of Commerce New Year's Eve Fireworks Display - Tim Tolbert, Building Official/Department Director

   That the Board review and approve the "Special Event Permit Application" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance, allowing the number of decibels to exceed 70 dbA (sound level measured by a sound level meter at or within the property boundary of the receiving land use) for the Fireworks Event launched from a Barge on the Soundside of Quietwater Beach for the Pensacola Beach Chamber of Commerce New Year's Eve Celebration on January 1, 2020, from 12:00 a.m. until 12:05 a.m.

8. Recommendation Concerning the Interlocal Agreement Between the University of West Florida and Escambia County, Florida, Relating to Shared Use of Communications Infrastructure - John Dosh, Interim Public Safety Department Director

   That the Board take the following action regarding the Interlocal Agreement between the University of West Florida and Escambia County, Florida, for the provision of allowing the University of West Florida’s Public Safety Radio System to reside on Escambia County’s Public Safety P25 Digital Radio System Master Core:

   A. Approve the Interlocal Agreement to enable the University of West Florida Public Safety Radio System to reside on Escambia County’s Master Core (Core), commencing the effective date upon filing with the Clerk of the Circuit Court of Escambia County, Florida, and expiring on September 30, 2020, and be automatically renewed for successive twelve-month terms beginning on October 1st of each fiscal year until terminated by either party; and

   B. Authorize the Chairman to execute the Interlocal Agreement.

9. Recommendation Concerning the Memorandum of Agreement Between the Escambia County Board of County Commissioners and the Federal Emergency Management Agency Integrated Public Alert and Warning System Program Management Office - John S. Dosh, Interim Public Safety Director

That the Board take the following action regarding the Memorandum of Agreement between the Escambia County Board of County Commissioners and the Federal Emergency Management Agency Integrated Public Alert and Warning System (IPAWS) Program Management Office:

A. Approve the Memorandum of Agreement (MOA), which establishes a management relationship between the two parties, defines the professional conduct with respect to the access, utilization, and security standards between the inter-operable notification systems of Escambia County's portal to Florida's Emergency Message Notification System for Emergency Alert Messages and the FEMA IPAWS-Open national backbone communications/notification system, that structures the alert and distributes the emergency messages from one inter-operable system to another; and

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

10. Recommendation Concerning the Scheduling of a Public Hearing for the Los Suenos Subdivision Street Lighting Municipal Service Benefit Unit - Stephan Hall, Budget Manager, Management & Budget Services

That the Board authorize the scheduling of a Public Hearing on January 7, 2020, at 5:31 p.m., to consider adoption of an Ordinance creating the Los Suenos Subdivision Street Lighting Municipal Services Benefit Unit (MSBU).

11. Recommendation Concerning the Florida-Alabama Transportation Planning Organization Transportation Alternatives Program Project Applications for Escambia County, Florida - Joy Jones, P.E., Engineering 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 (FL-AL) Transportation Planning Organization (TPO) Transportation Alternatives Program (TAP) funds to design and construct the multi-modal facilities at the following two locations, which have the highest draft TPO Priority Scores (see attached):

1. Sidewalks along Massachusetts Avenue from Mobile Highway (State Road [SR] 10) to Erress Boulevard - Commission Districts 2 & 3; and

2. Sidewalks along Patricia Drive from Fairfield Drive (SR 727) to Santa Barbara Street - Construction - Commission District 1; and

B. Authorize the Chairman or Vice Chairman to sign the Transportation Alternatives Program Projects Applications and the attached Resolution or, should the Board choose different projects from the attached list, authorize staff to bring a revised Resolution to the Chairman or Vice Chairman for signature without further action of the Board.

[Funding: No local funding match is required]

12. Recommendation Concerning the 2020 Board of County Commissioners' Meeting/Committee of the Whole Schedule - Janice P. Gilley, County Administrator

That the Board approve the 2020 Board of County Commissioners' Meeting/Committee of the Whole Schedule, as submitted.

13. Recommendation Concerning an Appointment to the Escambia County Health Facilities Authority - Janice P. Gilley, County Administrator

That the Board approve the appointment of Susan Ashby to the Escambia County Health Facilities Authority, to serve the unexpired term of Linda Miragliotta, which ends on August 21, 2021, as requested by Virginia Yeagle, Administrator, Escambia County Health Facilities Authority.

A General Alert was posted on the County's Website from November 6, 2019, to November 19, 2019, informing the public that the Escambia County Board of County Commissioners was seeking Escambia County residents interested in volunteering to be considered for an appointment to the Escambia Health Facilities Authority. The letter from Virginia Yeagle on behalf of the Escambia County Health Facilities Authority is the only response that was received. Ms. Yeagle's letter and Ms. Ashby's Resume are provided for review.

14. Recommendation Concerning a Reappointment to the Escambia County Value Adjustment Board - Janice P. Gilley, County Administrator

That the Board reappoint Richie L. Faunce to the Escambia County Value Adjustment Board to serve a one-year term, effective January 1, 2020, through December 31, 2020.

A General Alert was posted on the County's Website from November 1, 2019, to November 14, 2019, informing the public that the Escambia County Board of County Commissioners was seeking Escambia County residents interested in volunteering to be considered for an appointment to the Escambia County Value Adjustment Board (VAB).

Mr. Richie L. Faunce has expressed his interest in being reappointed to the VAB and is the only resident who responded to the General Alert.

II. Budget/Finance Consent Agenda

1. 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 MyGovernmentOnline.org (MGO) Software Suite, for the period of October 1, 2019, to September 30, 2020. 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]

2. Recommendation Concerning the Lease Agreement between Escambia County and Perdido Key Area Chamber of Commerce, Inc., for County-Owned Property at 15500 Perdido Key Drive, Florida - Robert E. Dye, Interim Director, Facilities Management

   That the Board take the following action:

   A. Amend the Boards action approving the Lease Agreement on October 3, 2019;

   B. Authorize the substitution of the version of the lease executed by the Perdido Key Area Chamber of Commerce, Inc., on September 9, 2019, in place of the earlier version that was inadvertently included with the Resolution and Recommendation from October 3, 2019; and

   C. Ratify the Chairman's Signature on Lease Agreement executed by the Perdido Key Area Chamber of Commerce, Inc., on September 9, 2019.

   Rent is to be paid to the County in the amount of $1.00 per year.

3. Recommendation Concerning Utilization of the Second of Two Possible One-Year Renewals Provided for in the Agreement for Inmate Dental Examinations, PD 16-17.060 - William R. Powell, Director of Corrections

That the Board approve the utilization of the second of two possible one-year renewal periods provided for under Section 2 of the Agreement for Inmate Dental Examinations, PD 16-17.060.

[Funding: Fund 001, General Fund, Cost Center 290402]

4. Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements - Clara Long, Interim Neighborhood & Human Services Department Director

That the Board ratify the following December 5, 2019, 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 six Residential Rehab Grant Program Funding and Lien Agreements:

1. The Agreements between Escambia County CRA and Chad and Catherine Anderson, owners of residential property located at 3 Glendower Court, Warrington Redevelopment District, each in the amount of $6,000, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement roof and central heating and air conversion;

2. The Agreements between Escambia County CRA and Tommy Hardin, Sr., owner of residential property located at 203 Crescent Drive, Palafox Redevelopment District, each in the amount of $6,000, representing an in-kind match through the Palafox Tax Increment Financing (TIF), Fund 151, Cost Center 370115, replacement roof;

3. The Agreements between Escambia County CRA and Viner S. and Robert A. Lewis, owners of residential property located at 24 Archer Avenue, Englewood Redevelopment District, each in the amount of $3,700, representing an in-kind match through the Englewood Tax Increment Financing (TIF), Fund 151, Cost Center 370117, central heating and air system conversion;

4. The Agreements between Escambia County CRA and Marian F. Phillips, owner of residential property located at 25 Audusson Avenue, Barrancas Redevelopment District, each in the amount of $6,000, representing an in-kind match through the Barrancas Tax Increment Financing

(TIF), Fund 151, Cost Center 370116, replacement windows;

5. The Agreements between Escambia County CRA and Evan E. Scott, owner of residential property located at 18 Archer Avenue, Englewood Redevelopment District, each in the amount of $2,652, representing an in-kind match through the Englewood Tax Increment Financing (TIF), Fund 151, Cost Center 370117, replacement windows;

6. The Agreements between Escambia County CRA and Alain P. Vachon and Donna T. Englehart, owners of residential property located at 502 East Sunset Avenue, Warrington Redevelopment District, each in the amount of $3,975, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement roof; and

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

5. Recommendation Concerning the Florida Department of Environmental Protection Grant Agreement No. DH006, in the Amount of $1,599,600, for the Carpenter Creek Headwater Water Quality Improvements Project - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board take the following action concerning the award of Florida Department of Environmental Protection Grant Agreement No. DH006 for the Carpenter Creek Headwater Water Quality Improvements Project:

A. Approve the award of DEP Grant Agreement No. DH006, in the amount of $1,599,600, for the design, permitting, construction, and property acquisition of the Carpenter Creek Headwater Water Quality Improvements Project;

B. Authorize the Chairman to sign the Agreement and any future amendments related to no-cost time extensions, subject to Legal review and sign-off, without further action of the Board; and

C. Authorize staff to begin property acquisition due diligence associated with a parcel located at 725 East Olive Road as identified in the Grant Agreement.

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

Paragraph 23(d) of Attachment 1 states, "Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County."

[Funding: Fund 118, Gulf Coast Restoration Fund, new cost center to be determined at time of SBA approval. No local match required]

This project is located in Commission Districts 3 and 4.

NON-ADA COMPLIANT DOCUMENT TO BE DISTRIBUTED UNDER SEPARATE COVER:

- State of Florida Department of Environmental Protection Standard Grant Agreement (DH006) for the Carpenter Creek Headwater Water Quality Improvements Project

6. Recommendation Concerning the Florida Department of Environmental Protection Grant Agreement No. DH012, in the Amount of $423,120, for the Carpenter Creek Headwater Water Park Amenities Project - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board take the following action concerning the award of Florida Department of Environmental Protection Grant Agreement No. DH012 Carpenter Creek Headwater Park Amenities Project:

A. Approve the award of DEP Grant Agreement No. DH012, in the amount of $423,120.00, for the design, permitting, and construction of the Carpenter Creek Headwater Park Amenities Project; and

B. Authorize the Chairman to sign the Agreement and any future amendments related to no-cost time extensions, subject to Legal review and sign-off, without further action of the Board.

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

Paragraph 23(d) of Attachment 1 states, "Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County."

[Funding: Fund 118, Gulf Coast Restoration Fund, new cost center to be determined at time of SBA approval. No local match required]

This project is located in Commission Districts 3 and 4.

NON-ADA COMPLIANT DOCUMENT TO BE DISTRIBUTED UNDER SEPARATE COVER:

- State of Florida Department of Environmental Protection Standard Grant Agreement (HD012) for the Carpenter Creek Headwater Park Amenities Project

7. Recommendation Concerning the Issuance of Fiscal Year 2019/2020 Purchase Orders, in Excess of $50,000, for the Department of Natural Resources Management - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board approve the issuance of blanket and/or individual Purchase Orders, in excess of $50,000, for the Fiscal Year 2019-2020, based upon previously-awarded Contracts, Contractual Agreements, or annual requirements as provided, for the Department of Natural Resources Management as follows:

Vendor/Contractor	Amount	Contract Number
Blue Arbor Staffing & Employee Screening, Inc. Vendor Number: 023818 Employment Services, Term Fund: 001 General Fund Cost Center 221001 - Water Quality Fund: 101 Restricted Fund Cost Centers: 220310 - Tree Fund Ordinance 220334 - Tree Mitigation 221018 - Nat'l Pollutant Discharge Fund: 108 Tourist Development Cost Center: 220805 Marine Resources Fund: 110 Other Grants and Projects Cost Centers: 221011 - Urban Forestry Grant 221026 - EPA Jackson Lake 221028 - NFWF Living Shoreline Fund: 117 Perdido Key Beach Mouse Fund Cost Center 220335 - Perdido Key Beach Mouse Fund: 118 Gulf Restoration Fund Cost Centers: 222002 - NFWF #45910 Bayou Chico 222004 - FWC15153 Artificial Reef 222007 - FDEP#RES04 Beach Haven II 222030 - RESTORE Planning	$180,000	Original Contract PD 17-18.055 Approved by BCC 8-2-2018 1st Renewal Through 8-17-2020 Approved by BCC 8-19-2019

Assistance		

8. Recommendation Concerning the Agreement for Professional Staff Services for Small Quantity Generator Program - Patrick T. Johnson, Waste Services Department Director

That the Board take the following action concerning the Agreement for Professional Staff Services for Small Quantity Generator Program (SQG) by and between the Emerald Coast Regional Council (ECRC) and Escambia County, Florida:

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

B. Authorize the Chairman to sign the Agreement.

[Funding: Fund 401, Solid Waste Fund; Cost Center 230306, SW Recycling; Object Code 53101, Professional Services]

9. Recommendation Concerning Contract Award for Scale Maintenance and Repair for Perdido Landfill and Palafox Transfer Station - Pat Johnson, Director, Waste Services through 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 Ziel Scale, Inc., per the terms and conditions of PD 18-19.112, Scale Maintenance and Repair for Perdido Landfill and Palafox Transfer Station, in the amount of $40,000 (annually).

[Funding:
Fund 401, Solid Waste Fund, Cost Center 230307, SW Transfer Station; Object Code 54601, Repairs and Maintenance Services; $20,000; and
Fund 401, Solid Waste Fund; Cost Center 230314, SW Operations; Object Code 54601, Repairs and Maintenance Services; $20,000]

An Invitation to Bid for PD 18-19.112, Scale Maintenance and Repair for Perdido Landfill and Palafox Transfer Station was publicly noticed to 34 registrants representing 26 firms via Vendor Registry on September 27, 2019. The solicitation was viewed by 22 firms and downloaded by 14.

NON-ADA COMPLIANT DOCUMENTS TO BE DISTRIBUTED UNDER SEPARATE COVER:

- Original Solicitation
- Bid Tab Under Review
- Bid from Ziel Scale, Inc.
- Recommendation to award determination checklist

10. Recommendation Concerning the Issuance of Fiscal Year 2019-2020 Purchase Orders, in Excess of $25,000, for the Parks and Recreation Department - Michael Rhodes, Parks and Recreation Department Director

That the Board, for the Fiscal Year 2019-2020, approve the issuance of blanket and/or individual Purchase Orders, in excess of $25,000, based upon previously-awarded Contracts, Contractual Agreements, or annual requirements, for the Parks and Recreation Department, as follows:

Vendor/Contractor	Amount	Contract Number
Bliss Products and Services, Inc. Vendor Number: 425792 Cypress Engineered Wood Fiber Chips for use as safety surfacing at Escambia County Playgrounds Fund: 353 (Local Option Sales Tax IV) Cost Center: 350221 (Parks Capital Projects)	$35,461.60	Vendor Registry Quote # PKS 10-9-19

11. Recommendation Concerning the Transfer of Ownership of Southern Linc Radio Tower Shelter and Associated Equipment at the Escambia County North Site Microwave Tower - John Dosh, Interim Public Safety Department Director

That the Board take the following action concerning a transfer of ownership from Southern Linc to Escambia County, of equipment located at the Escambia County North Site Microwave Tower:

A. Approve and authorize the transfer of ownership; and

B. Authorize the Chairman to sign a transfer letter and any subsequent related documents without further action of the Board.

12. Recommendation Concerning the Approval to Issue a Fiscal Year 2019/2020 Purchase Order, in Excess of $25,000, for the Public Safety Department - John Dosh, Interim Public Safety Department Director

That the Board, for the Fiscal Year 2019/2020, approve the issuance of blanket and/or individual Purchase Orders, in excess of $25,000, based upon previously-awarded Contracts or annual requirements for the Public Safety Department, as follows:

	Vendor	Amount	Contract/Description
A.	Stryker Sales Corporation Vendor Number: 195684 Annual LifePak 15 Renewal Maintenance Fund: 408 (EMS) Cost Center: 330302	$47,250	Original Equipment Manufacturer
B.	Stryker Sales Corporation Vendor Number: 195684 Annual CR Plus Renewal Maintenance Fund: 408 (EMS) Cost Center: 330302	$10,788	Original Equipment Manufacturer

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

13. Recommendation Concerning Approval to Issue Fiscal Year 2019-2020 Purchase Order, in Excess of $25,000, to Swagit Productions, LLC, for Video Streaming Services - Bart Siders, Information Technology Department Director

That the Board authorize the issuance of a Fiscal Year 2019-2020 Purchase Order to Swagit Productions, LLC, of Plano, Texas for Video Streaming Services, in the amount of $27,600. This hosted solution will provide 24 hour a day, 7 day a week continuous streaming of the Escambia County Television Programing and on-demand video streaming of the Board of County Commissioners' (BCC) Meetings that are indexed to the published meeting Agendas.

[Funding Source: Funds are available in the current Budget, Fund 001, General Fund, Cost Center 270102, Object Code 54601]

14. Recommendation Concerning Group Medical Insurance - Jana E. Still, Human Resources Department Director

That the Board 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]

15. Recommendation Concerning Authorization to Take Action Regarding Defaulted Contract for Tuition Reimbursement Expenses - Jana Still, Human Resources Director

That the Board take the following action concerning authorization for legal action related to defaulted tuition reimbursement expenses:

A. Authorize the County Attorney's Office to file a small claims case against Shayna Rudolph, related to the default of her respective Reimbursement Obligation of educational expenses; and

B. Authorize the County Attorney's Office to prepare, and the Chairman to sign, all documents related to the aforementioned action.

BACKUP TO BE DISTRIBUTED UNDER SEPARATE COVER.

16. Recommendation Concerning a Change Order, in Excess of $50,000, to Stop Loss Insurance Services, Inc., for Stop Loss Insurance for the County's Self-Funded Health Insurance Plan - Jana E. Still, Human Resources Department Director

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

Department:	Human Resources
Division:	Benefits
Type:	Addition
Amount:	$630,000
Vendor:	Stop Loss Insurance Services
Purchase Order:	200737
Change Order:	1
Original Award Amount:	$210,000
Cumulative Amount of Change Orders Through This Change Order:	$630,000
New Purchase Order Total:	$840,000

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

17. Recommendation Concerning Three Miscellaneous Appropriations Agreements for Fiscal Year 2019-2020 for Outside Agencies - Stephan Hall, Budget Manager, Management and Budget Services

That the Board take the following action concerning the Fiscal Year 2019-2020 Miscellaneous Appropriations Agreements for Outside Agencies:

A. Approve the following Miscellaneous Appropriations Agreements, to be paid from the General Fund (001), Cost Center 110201:

1. Emerald Coast Regional Planning Council f/k/a West Florida Regional Planning Council, in the amount of $21,289;

2. Pensacola & Perdido Bays Estuary Program, in the amount of $15,000; and

3. Amended and Restated Miscellaneous Appropriations Agreement for James B. Washington Education & Sports, Inc. This amended and restated Agreement is intended to supersede in its entirety the previous Miscellaneous Appropriations Agreement executed on October 17, 2019. This Amendment is for clarification purposes only and will not in any way effect monthly payment allocations;

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

C. Authorize the approval of the necessary Purchase Orders.

18. Recommendation Concerning Supplemental Budget Amendment #007 - Block and Davis Highway Corridor Grants, Tonya Ellis, Mass Transit Interim Director - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #007, Mass Transit Fund (104), in the amount of $61,569, to recognize the difference in funding from the Florida Department of Transportation (FDOT) between what is budgeted in the current year ($942,970) and the actual award ($991,517) for the Block Grant and the difference between what is budgeted in the current year ($434,059) and the actual award ($447,081) for the Davis Highway Corridor Grant, and to appropriate these funds to be used for operating expenses at Mass Transit.

19. Recommendation Concerning Supplemental Budget Amendment #011, Sheriff's Department, Henrique Dias, Chief Financial Officer - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #011, General Fund (001), in the amount of $24,241, to recognize the Sheriffs off-duty officer, miscellaneous reimbursements/fees, auto repairs, public records and investigative costs, and to appropriate these funds back into the Sheriffs Administrative Budget, to offset operational expenses associated with providing law enforcement services in Escambia County.

20. Recommendation Concerning Supplemental Budget Amendment #015 - Escambia County Artificial Reef Construction 2019-2020, Chips Kirschenfeld, Department Director of Natural Resources Management - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #015, Other Grants and Projects Fund (110), in the amount of $59,500, to recognize Agreement No. 19041 from the Florida Fish and Wildlife Conservation Commission (FWC) for the Escambia County Artificial Reef Construction 2019-2020. These funds will be used to construct a "Snorkeling Reef" in the Gulf of Mexico adjacent to the eastern boundary of Casino Beach on Pensacola Beach. No matching funds are required.

21. Recommendation Concerning Supplemental Budget Amendment #016 - Hazardous Materials Team Grant Appropriation, John Dosh, Interim Public Safety Department Director - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #016, Other Grants and Projects Fund (110), in the amount of $50,391, to recognize the remaining portion of the prior year Hazardous Materials Team grant (Contract #18-DS-X1-01-27-01 and #19-DS-X1-01-27-01-128) from the State of Florida Division of Emergency Management (FDEM), and to appropriate these funds for training the County's Hazardous Materials Response Team and sustaining its equipment.

22. Recommendation Concerning the Surplus and Sale of County-Owned Real Property Located at 1400 Blk Langley Avenue - Stephan Hall, Budget Manager, Management and Budget Services

That the Board take the following action concerning the surplus and sale of County-owned real property located at 1400 Blk Langley Avenue:

A. Upon written request by the County Administrator, authorize the County Attorney's Office to take such action necessary to evict occupants of the County-owned property;

B. Declare surplus the Board's real property located at 1400 Blk Langley Avenue; District 4; Account #: 03-3111-047; Reference #: 31-1S-30-2800-301-001; Property Appraiser's current assessed value: $1;

C. Make a factual determination, in accordance with Section 46.131 of the Escambia County Code of Ordinances, that (1) the value of the property is $15,000 or less, as determined by the records of the Escambia County Property Appraiser, and (2) the size, shape, location, and value of the property would make it of use to only one or more adjacent property owners;

D. Offer this property by private sale to the adjacent property owners, and authorize the sale of the property to the bidder with the highest offer received at or above $500, without further action of the Board. This property has been reviewed by County departments and it has been determined that the County does not have a need for this property; and

E. Authorize the County Attorney's Office to prepare, and the Chairman to sign, all documents related to the sale of this property, without further action of the Board.

23. Recommendation Concerning Contract Award for Escambia County Fire Rescue Bunker Gear for Escambia County Public Safety-Fire Rescue - 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 Municipal Emergency Services, Inc., per the terms and conditions of solicitation PD 18-19.109, Escambia County Fire Rescue Bunker Gear for Escambia County Public Safety-Fire Rescue, for a period of one year, with options for up to two additional one-year renewals, for a total of thirty-six months, effective upon execution of the Agreement for an indefinite quantity, indefinite delivery contract for not-to-exceed amount of $350,000 for Fiscal Year 2019-2020.

This solicitation was issued to 62 registrants in Vendor Registry representing 45 firms, 28 firms viewed the solicitation and 19 firms downloaded the solicitation. Five bid responses were received.

[Funding: Fund 143, Fire Protection Fund; Cost Center 330206, Fire Department PD; Object Code 55201, Operating Supplies]

NON-ADA COMPLIANT DOCUMENTS TO BE DISTRIBUTED UNDER SEPARATE COVER:

1. Solicitation
2. Bid Tabulation Under Review
3. Bid Tabulation Recommendation to Award
4. Recommendation to Award Checklist
5. Bid Distribution List
6. Bid Analytics
7. Agreement with Exhibits

24. Recommendation Concerning the Contract Award for PD 18-19.098, Bob Sikes Bridge Rehabilitation Project - Joy Jones, Department Director, Engineering; and 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 Southern Road & Bridge, LLC, per the terms and conditions of PD 18-19.098, Bob Sikes Bridge Rehabilitation Project, for a lump sum of $4,297,269.

This solicitation was noticed on July 29, 2019, via Vendor Registry to 63 registrants representing 50 firms. The solicitation was viewed by 68 firms and downloaded by 49 firms.

[Funding: Fund 167, Bob Sikes Toll Bridge; Cost Center 140302, Bob Sikes Toll Operation & Maintenance; Object Code 56301, Improvements Other Than Buildings - $4,000,000.00; and
Fund 352, Local Option Sales Tax (LOST) III; Cost Center 210107, Transportation & Drainage; Object Code 56301, Improvements Other Than Buildings; Project #20EN4244 - $297,269.00]

NON-ADA COMPLIANT DOCUMENTS TO BE DISTRIBUTED UNDER SEPARATE COVER

- Original Solicitation
- Bid Tab Under Review
- Bid Response from Southern Road & Bridge, LLC
- Bid Tab Recommendation to Award
- Bid Distribution List
- Bid Analytics
- Determination to Award Checklist
- Agreement

25. Recommendation Concerning the General Paving and Drainage Pricing Agreement - Joy Jones, Department Director, Engineering, and Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action regarding Contract PD 16-17.081, General Paving and Drainage Pricing Agreement:

A. Approve the second (final) one-year renewal, effective retroactive to December 1, 2019, and valid through November 30, 2020, for the Unit Price Contract, PD 16-17.081, General Paving and Drainage Pricing Agreement, for each of the following firms, accepting those price changes as indicated in the provided documents;

1. Allsouth Construction Services, LLC;
2. B & W Utilities, Inc.;
3. Chavers Construction, Inc.;
4. Gulf Atlantic Constructors, Inc.;
5. Gulf Marine Construction, Inc.;
6. Heaton Brothers Construction Company, Inc.;
7. J. Miller Construction, Inc.;
8. Midsouth Paving, Inc.;
9. Panhandle Grading & Paving, Inc.;
10. Principle Properties, Inc.;
11. Roads, Inc. of NWF;
12. Site and Utility, LLC; and
13. Utility Service Company, Inc.

B. Authorize the Agreement for use by various Departments, and utilize the accepted Bid Form Price Listing and Balance of Line Items as defined within the Special Terms and Conditions of the Solicitation to determine the lowest bid for a project; and

C. Authorize the issuance of individual or blanket Purchase Orders by all Departments/Divisions, in accordance with Chapter 46 of the Escambia County Code of Ordinances, during Fiscal Year 2019-2020.

[**Fund** 175, Transportation Trust Fund; Cost Centers 211201 - Traffic Operations, 211602 - Engineering/Infrastructure, & 211101 - Engineering Admin;
Fund 182, Master Drainage Basin Fund; Cost Centers 210719-210736 - Master Drainage Basins I-XVIII;
Fund 352, LOST III; Cost Centers 210107 - Transportation & Drainage, & 350229 - Parks Capital Projects;
Fund 353, LOST IV; Cost Centers 210106 - Transportation & Drainage, & 350221 - Parks Capital Projects;
Fund 167, Bob Sikes Toll Fund; Cost Centers 140301 - Bob Sikes Toll Admin, & 140302 - Bob Sikes Toll Operation & Maintenance.]

Projects are limited to $250,000 each and the pricing Agreement budget limit is $2 Million for all vendors as approved by the Board on October 17, 2019. Anything over those limits will require additional Board approval.

NON-ADA COMPLIANT DOCUMENTS TO BE DISTRIBUTED UNDER SEPARATE COVER:

- Board Action 11/30/2017
- Board Action 12/06/2018
- 2019 GPAD Pricing Changes Requested by the Following Vendors:
  - B & W Utilities
  - Chavers Construction, Inc.
  - J. Miller Construction
  - Midsouth Paving
  - Panhandle Grading and Paving, Inc.

26. Recommendation Concerning the Contract Award for the OLF-8 Master Plan - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to execute the Agreement between Escambia County, Florida, and DPZ CoDESIGN, LLC, per the terms and conditions of PD 17-18.105, OLF-8 Master Plan for a Base Rate of $1,159,7577, Expenses, not-to-exceed (NTE) $75,000 and Optional Services, NTE $88,750.

[Funding: Fund 352, LOST III, Cost Center 110267, Object Code 53101 (funded by Navy Federal Credit Union through a Memorandum of Understanding, excluding $60,000 for optional Land Valuation/Appraisal)]

Requests for Letters of Interest, PD 17-18.105, OLF-8 Master Plan, were publicly noticed on March 11, 2019, to 180 known firms. Responses were received from eight firms on April 11, 2019. The Selection/Negotiation Committee Short-Listed to three firms on April 22, 2019.

NON-ADA COMPLIANT DOCUMENTS TO BE DISTRIBUTED UNDER SEPARATE COVER:

- Original Solicitation
- Distribution List
- Register of Proposers
- Notice of Short-Listing Meeting
- Short-Listing Scores
- Short-Listing Notice
- Notice of Discussions Meeting
- Ranking Scores
- Ranking Notice
- Agreement with Exhibits

27. Recommendation Concerning Contract Award for Perdido Landfill Onsite Leachate Treatment Options - Pat Johnson, Director, Waste Services through 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 Sterns, Conrad and Schmidt, Consulting Engineers, Inc. (d/b/a SCS Engineers) per the terms and conditions of PD 18-19.094, Perdido Landfill Onsite Leachate Treatment Options for $62,191 for a Feasibility Study and allow the Selection/Negotiation Committee to negotiate and bring to the Board for approval Design Fees based on the results of the Feasibility Study.

[Funding: Fund 401, Solid Waste Fund, Cost Center 230315, Object Code 56301]

Requests for Letters of Interest, PD 18-19.094, Perdido Landfill Onsite Leachate Treatment Options were publicly noticed on July 29, 2019, to 126 known firms. Responses were received from three firms on August 19, 2019.

NON-ADA COMPLIANT DOCUMENTS TO BE DISTRIBUTED UNDER SEPARATE COVER:

- Original Solicitation
- Distribution List
- Ranking Scores
- Ranking Notice
- Agreement with Exhibits

28. Recommendation Concerning the Renewal of Contract PD 16-17.083 "Signal Response Maintenance" Between Escambia County and Ingram Signalization, Inc. - Joy Jones, P.E., Engineering Department Director

That the Board take the following action:

A. Review and approve the final renewal for Contract PD 16-17.083 (Signal Response Maintenance) with Ingram Signalization, Inc., for 12 months, effective February 7, 2020; and

B. Authorize the County Administrator to sign any documentation necessary to permit the 12-month Contract renewals.

[Funds are available in Fund 175, Transportation Trust Fund, Cost Center 211201, Object Code 54601, and Fund 167, Bob Sikes Toll Facility, Cost Center 140302, Object Code 54601]

29. Recommendation Concerning the Reallocation of Capital Improvement Program Funds - Clara Long, Interim Neighborhood & Human Services Department Director

That the Board approve the reallocation of funds from Fund 352, Local Option Sales Tax (LOST) III, Cost Center 220102, (Neighborhood & Environment Services Department-NESD), in the amount of $1,200,681, to the following projects:

FROM:

Project#	**Description**	**District**	**Amount**
12NE1708	Brownfield Redevelopment	8	$299,579
08NE0058	Redevelopment Property Acquisition/Mobile Hwy. and Navy Point Center	8	$378,602
10NE0018	CRA Sewer Expansion: Beach Haven, Bellshead, Mobile Hwy, & Englewood	8	$522,500
	Total CRA PROJECTS		**$1,200,681**
	Grand Total to Transfer		**$1,200,681**

TO:

Project #	**Description**	**District**	**Amount**
TBD	Lee Street Sidewalk & Sewer/Ensley Gateway Park Beautification & Improvement/Avery St Sidewalks/additional Capital Improvement Projects	3	$1,200,681
	Grand Total		**$1,200,681**

[Funding Source: Fund 352, "Local Option Sales Tax III," Account 220102, NESD/CRA]

30. Recommendation Concerning the Funding for Five Flags Sertoma Club "Food Baskets for the Needy" - Commissioner Jeff Bergosh, District 1

That the Board approve the funding of $1,000 to Five Flags Sertoma Club "Food Baskets for the Needy", from Commissioner Jeff Bergosh's discretionary money.

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

31. Recommendation Concerning the Award of a Purchase Order for Two Mid-Size 4-Door Utility Vehicles with 4x4 or AWD - Joy Jones, Department Director, Engineering, and Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board authorize the County Administrator to sign a Purchase Order, in excess of $50,000, for the purchase of two Nissan Frontiers, to Terry Taylor's DeLand Nissan, in the amount of $58,788, according to the specifications outlined in PD 19-20.001, Two Mid-Size 4-Door Utility Vehicles with 4x4 or AWD.

[Funding: Fund 175, Transportation Trust Fund; Cost Center 211101, Engineering Admin; Object Code 56401, Machinery & Equipment]

Specification PD 19-20.001, Two Mid-Size 4-Door Utility Vehicles with 4x4 or AWD, was posted on Vendor Registry on October 2, 2019, and was sent to 45 registrants representing 30 firms - including local dealers. The solicitation was viewed by 15 firms and downloaded by 11.

NON-ADA COMPLIANT DOCUMENTS TO BE DISTRIBUTED UNDER SEPARATE COVER:

- Original Solicitation
- Bid Tab Under Review
- Bid from Terry Taylor's DeLand Nissan
- Recommendation to Award Determination Checklist
- Background from Engineering
- Pricing Breakout Utilizing the Florida Sheriff's Association Agreement

32. Recommendation Concerning the Contract Award for SHIP Housing Rehabilitation Services for 4960 Kimberly Drive - Clara Long, Interim Neighborhood & Human Services Department Director

That the Board take the following action concerning the Contract Award for State Housing Initiatives Partnership (SHIP) Housing Rehabilitation Services for 4960 Kimberly Drive:

A. Authorize the County Administrator to sign the SHIP Housing Rehabilitation Services Program Agreement, subject to Legal review and sign-off, between Escambia County, Florida; Mike Motes Builders, LLC, Contractor; and Robert Ruais, Owner; per the terms and conditions of S-R-2020-1, NED SHIP Single Family Housing Repair Project for Robert S Ruais, for a base bid of $42,725, for rehabilitation of 4690 Kimberly Drive; and

B. Authorize the issuance of a Purchase Order.

[Funding: Fund 120/2018 SHIP, Cost Center 370205, $28,900; Fund 124/Affordable Housing, Cost Center 370290, $13,825]

33. Recommendation Concerning the Issuance of Fiscal Year 2019-2020 Purchase Orders, in Excess of $25,000, for the Corrections Department - William R. Powell, Director of Corrections.

That the Board, for Fiscal Year 2019-2020, approve the issuance of blanket and/or individual Purchase Orders, in excess of $25,000, based upon previously awarded Contracts, contractual Agreements, or annual requirements for the Corrections Department, as follows:

	Vendor/Contractor	Amount	Contract Number
	The Transition House, Inc. Vendor Number: Residential Substance Abuse Treatment Program Fund: 111 (Detention/Jail Commissary) Cost Center: 290406 (Detention/Jail Commissary) Amount: $100,000	$100,000 (RSAT Grant $75,000, County $25,000)	PD 18-19.073

34. Recommendation Concerning the Funding Allocation to Delta Enrichment Center - Commissioner Lumon J. May, District 3

That the Board approve funding, in the amount of $1000, from Commissioner May's Discretionary Fund to sponsor the Pensacola Delta Enrichment Center Debutante Cotillion Ball.

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

35. Recommendation Concerning Amendment of Agreement for Re-Solicit Operator for Paratransit Services - Tonya Ellis, Director, Mass Transit through Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to execute the Amendment of Agreement for PD 16-17.068, Re-Solicit Operator for Paratransit Services between Escambia County, Florida, and Innovative Transport and Logistics Solutions, LLC, in the amount of $200,000, for year three of the original Agreement in order to offset the increase in vehicle insurance costs to be paid in monthly reimbursements retroactive to October 1, 2019.

[Funding: Fund 104, Mass Transit, Cost Center 320401, Object Code 53401/56404]

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 2019/2020:

   A. My Brothers and Sisters, in the amount of $2,500;

   B. Men's Barn Meeting, Inc., in the amount of $4,000;

   C. Pace Center for Girls, in the amount of $25,000;

   D. Junior Achievement of Northwest Florida, Inc., in the amount of $10,000; and

   E. A Will & Way, Inc., in the amount of $1,000.

   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]

2. Recommendation Concerning an Interlocal Agreement Between Escambia County Board of County Commissioners and the City of Pensacola Relating to Flashing School Beacons - Joy Jones, P.E., Engineering Department Director

   That the Board consider approval of an Interlocal Agreement between Escambia County Board of County Commissioners and the City of Pensacola that allows Escambia County to assume ownership, operation, and maintenance of the school zone beacons within the city limits.

3. Recommendation Concerning Acquisition of Real Property Located in the 7600 Block of Winodee Drive for Carpenter Creek Riparian Preservation - Joy Jones, P.E., Engineering Department Director

That the Board take the following action to give further direction regarding the acquisition of real property located in the 7600 Block of Winodee Drive, owned by Gulf Timberlands, Inc.:

A. Authorize the purchase of real property located in the 7600 Block of Winodee Drive, totaling approximately 5.23 acres, from Gulf Timberlands, Inc., for the owner's counteroffer of $108,208.70 (appraised value is $72,700) or some other amount; and

B. Authorize staff to draft the Contract for Sale and Purchase for the acquisition of real property (approximately 5.23 acres), located in the 7600 Block of Winodee Drive, and bring the executed Contract back before the Board.

The real property is located in Commission District 4.

[Funding Source: Fund 352, LOST III, Cost Center 220102, NESD Capital Projects, Project 08NE0028, Environmentally Sensitive Lands]

4. Recommendation Concerning a Reappointment, or an Appointment to the Area Housing Commission - Janice P. Gilley, County Administrator

That the Board take the following action concerning a reappointment, or an appointment to the Area Housing Commission:

A. Reappoint John Carrell to serve another four-year term, effective December 18, 2019, through December 17, 2022; or

B. Appoint one of the following candidates to serve a four-year term, effective December 18, 2019, through December 17, 2022:

1. Jackie Garrick; or

2. Kathleen H. Crook.

Ms. Garrick and Ms. Crook responded to the General Alert posted on the County's website from November 1, 2019, to November 14, 2019, to seek residents interested in volunteering to be considered for an appointment on the Area Housing Commission.

5. Recommendation Concerning the Chairman's 2020 Annual Appointments to Boards and Committees - Steven Barry, Commissioner, District 5

That the Board confirm Chairman Steven Barry's annual appointments to Boards and Committees on which Commissioners serve.

BACKUP TO BE DISTRIBUTED UNDER SEPARATE COVER.

6. Recommendation Concerning the All Electronic Tolling Conversion for the Bob Sikes Toll Plaza - Joy Jones, P.E., Engineering Department Director

That the Board discuss the following items related to the Bob Sikes Toll Plaza and provide direction/approval for each item:

A. Discuss converting the Bob Sikes Toll Plaza to full All Electronic Tolling (AET); and

B. Approve issuing a Purchase Order to DRMP, Inc., on Contract PD 02-03.079 "Professional Services", in the amount of $24,615, for an All Electronic Tolling Signing and Pavement Marking Design.

[Funding Source: Fund 167, Bob Sikes Bridge Toll Fund", Cost Center 140302]

COUNTY ATTORNEY'S REPORT

I. For Action

1. Recommendation Concerning Navy Federal Credit Union Memorandum of Agreement - Portion of OLF-8.

   That the Board approve and authorize the Chairman to sign the Navy Federal Memorandum of Agreement (MOA), to address job creation by NFCU as a precondition to closing on approximately 98 acres at the OLF-8 site.

2. Recommendation Concerning a Resolution Ratifying Participation in a Joint Public Meeting.

   That the Board adopt a Resolution ratifying participation in a joint public meeting on December 4, 2019, with the City Council of the City of Pensacola.

3. Recommendation Concerning Tonia and Christopher Moye v. Escambia County and Cantonment Football Club, Case No. 2018 CA 000929.

   That the Board consider a proposed settlement in this matter.

14. Items added to the agenda.

15. Announcements.

16. Adjournment.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17141 **Proclamations 7.**
BCC Regular Meeting
Meeting Date: 12/05/2019
Issue: Adoption/Ratification of Proclamations
From: Janice Gilley, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:
Proclamations.

Recommendation: That the Board take the following action:

A. Adopt the Proclamation commending and congratulating Ronald Hollingsworth, an Equipment Operator III in the Roads Division of the Public Works Department, on his selection as the "Employee of the Month" for December 2019;

B. Adopt the Proclamation commending and congratulating the Pensacola Christian College Men's Soccer Team, the Eagles, for winning their second National Title in the past three years, and wishing them good luck in their future endeavors;

C. Ratify the Proclamation dated November 1, 2019, commending the contributions that Folds of Honor has made, and continues to make, on behalf of fallen and disabled armed forces members;

D. Ratify the Proclamation dated November 7, 2019, proclaiming November 15, 2019, as HER Foundation Day; and

E. Ratify the Proclamation dated November 13, 2019, proclaiming November 16 - 24, 2019 as "National Hunger and Homelessness Awareness Week".

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

Ronald Hollingsworth December 2019 Employee of the Month
Eagles National Championship 2019
Folds of Honor Proclamation
HER Foundation Proclamation
National Hunger and Homelessness Awareness Week Proclamation

PROCLAMATION

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

***WHEREAS**, Ronald Hollingsworth, an Equipment Operator III, in the Roads Division of the Public Works Department, is selected for "Employee of the Month" for December 2019, for the standards of excellence that he has displayed in the performance of his duties; and*

***WHEREAS**, Ronald Hollingsworth began his employment with the County on November 12, 2001, and provides excellent service to the citizens of Escambia County through all of his assigned duties; and*

***WHEREAS**, Ronald's duties have included working as an excavator operator maintaining canal ditches to ensure proper drainage is maintained in neighborhoods throughout the County, and currently as a pit operator mixing and loading materials for crews to use to make road repairs throughout the County; and*

***WHEREAS**, during the execution of his duties to the County, a friendship was formed between Ronald and a young elementary school student named Brooks Thompson. This young man was so fond of Ronald, that during Community Helper Day at his school, where the students are allowed to dress up like their favorite community helper, Brooks parents let him dress up as his favorite Community Helper, Mr. Ron; and*

***WHEREAS**, when most kids were choosing doctors, firemen, and policemen, which are outstanding choices, the fact that Brooks asked to be Mr. Ron, just shows how special Mr. Ron is, and also shows the importance of the work he does for the community that may not get the recognition it deserves; and*

***WHEREAS**, Ronald Hollingsworth maintains a positive attitude, which reflects well on the Public Works Department and the County as a whole, and at all times he displays professionalism through his job performance and interaction with the citizens of Escambia County.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, commends and congratulates Ronald Hollingsworth on his selection as the "Employee of the Month" for December 2019.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Steven Barry, Chairman, District Five

Robert D. Bender, Vice Chairman
District Four

Jeff Bergosh, District One

Douglas Underhill, District Two

Lumon J. May, District Three

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

Adopted: December 5, 2019

PROCLAMATION

***WHEREAS**, on Saturday, November 23, 2019, the Pensacola Christian College Men's Soccer Team, the Eagles, secured their second National Championship with a 1-0 victory over the Providence University College Pilots of Otterburne, Canada; and*

***WHEREAS**, the Division II National Championship of the National Christian College Athletic Association (NCCAA) was held in Kissimmee, Florida, November 19 – 23; and*

***WHEREAS**, the Pensacola Christian College Eagles defeated the #2 seeded Providence University College Pilots (1-0) in overtime to win its second NCCAA DII Men's Soccer National Championship in the past three years; and*

***WHEREAS**, after 90 minutes of goal attempt exchanges and a multitude of saves, the Eagles and Pilots headed into overtime, and with just 35 seconds left on the overtime clock, Riley Buchalski drilled a long pass to Nick Standridge. Nick weaved through the defense, found an open gap, and scored a golden goal to land the Eagles their National Championship win; and*

***WHEREAS**, with this win, the Eagles, led by Head Coach Jospeh Liwosz, secured their second National Title in program history and finished off the season with a 15-8 record; and*

***WHEREAS**, the Eagles Soccer Program will continue with its strong momentum and will look to become a consistent powerhouse in NCCAA DII.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, commends and congratulates the Pensacola Christian College Men's Soccer Team, the Eagles, for winning their second National Title in the past three years and wishes them good luck in their future endeavors.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Steven Barry, Chairman, District Five

Robert D. Bender, Vice Chairman
District Four

Jeff Bergosh, District One

Douglas Underhill, District Two

Lumon J. May, District Three

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

Adopted: December 5, 2019

PROCLAMATION

***WHEREAS**, Folds of Honor is a 501©(3) nonprofit that provides educational scholarships to the families of military men and women who have fallen or been disabled while on active duty in the United States armed forces; and*

***WHEREAS**, the educational scholarships support private educational tuition and tutoring for children in grades K-12, as well as higher education tuition assistance for spouses and dependents; and*

***WHEREAS**, Folds of Honor was founded in 2007, by Major Dan Rooney, a PGA Professional and F-16 fighter pilot in the Air Force Reserves who served three tours of duty in Iraq; and*

***WHEREAS**, Folds of Honor is proud to have awarded approximately 24,500 scholarships in all 50 states and some U.S. territories, including over 4,500 in 2019 alone; and*

***WHEREAS**, the Friends of Folds directly supports the mission of the Folds of Honor Foundation in providing educational scholarships to the children and spouses of America's fallen and severely wounded soldiers; and*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, hereby commends the contributions that Folds of Honor has made, and continues to make, on behalf of fallen and disabled armed forces members.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Lumon J. May, Chairman, District Three

Steven Barry, Vice Chairman
District Five

Jeff Bergosh, District One

Douglas Underhill, District Two

Robert D. Bender, District Four

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

SEAL

Deputy Clerk

Dated: November 1, 2019

P R O C L A M A T I O N

WHEREAS, *the HER Foundation was founded on the pillars of Honor, Empower and Rebuild our sisters in arms; and*

WHEREAS, *the HER Foundation has played a leading role in addressing homelessness, economic disparity, and higher rates of mental health and suicide problems among women veterans; and*

WHEREAS, *the HER Foundation has become a staunch community advocate for women veterans and their families since 2016; and*

WHEREAS, *the HER Foundation has realized its main mission to open the Faith House on this day and provide transitional housing for 10 female veterans as well as offering a Resilient and Economic Skills Education and Training for Success (RESETS) Program to veterans within our community; and*

WHEREAS, *the HER Foundation is celebrating its Ribbon Cutting on November 15, 2019.*

NOW, THEREFORE, BE IT PROCLAIMED, *that the Board of County Commissioners of Escambia County, Florida, hereby proclaims November 15, 2019, as HER Foundation Day, and urge all individuals, schools, businesses, churches, and civic organizations to proudly display the Flag of the United States of America and participate in programs honoring the HER Foundation and all of Pensacola's women veterans.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Lumon J. May, Chairman, District Three

Steven Barry, Vice Chairman
District Five

Jeff Bergosh, District One

Douglas Underhill, District Two

Robert D. Bender, District Four

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

Dated: November 7, 2019

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" 2019 is "No one should have to worry about whether they will have food on their plate or a roof over their head, but the reality is that hunger and homelessness are widespread problems that affect far too many people"; 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 16-24, 2019 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

Lumon J. May, Chairman, District Three

Steven Barry, Vice Chairman
District Five

Jeff Bergosh, District One

Douglas Underhill, District Two

Robert D. Bender District Four

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

Dated: November 13, 2019

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17174 **Written Communication 8. A.**
BCC Regular Meeting
Meeting Date: 12/05/2019
Issue: Environmental (Code) Enforcement Lien Relief - 2200 W Moreno Street
From: Chips Kirschenfeld, Director
Organization: Natural Resources
CAO Approval:

RECOMMENDATION:

October 21, 2019, communication from Beatrice Boykn Benjamin requesting lien relief for the property located at 2200 West Moreno Street.

Recommendation: That the Board review and consider the lien relief request made by Beatrice Boykn Benjamin, owner of the property located at 2200 West Moreno Street.

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

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

NON-ADA COMPLIANT DOCUMENTS TO BE DISTRIBUTED UNDER SEPARATE COVER:

- **2200 West Moreno Street Documentation**
- **Escambia County Property Appraiser Information for 2200 West Moreno St**

BACKGROUND:

Ms. Beatrice Boykn Benjamin was one of two owners and violators at the time of the noticing and hearing. Proper notices were issued and owners failed to comply. Code violations were overgrowth, trash, debris and dilapidated house. Special Magistrate hearing was held May 10, 2016. Owners were given until July 9, 2016 to abate all violations or a daily fine in the amount of $10.00 per day will commence July 10, 2016.

Ms. Benjamin became the full owner of the property located at 2200 West Moreno Street on June 1, 2016. She Benjamin was able to obtain demolition assistance through the Escambia/Pensacola Community Development Block Grant Demolition Assistance Program implemented by Neighborhood & Human Services Department Neighborhood Enterprise Division. The Office of Environmental Enforcement worked with this agency to obtain the lowest demolition price and had the structure demolished and property cleaned. A lien was placed on the property for the demolition assistance in the amount of $5,250.

Total Special Magistrate Lien is $1,360. Court cost was $1,100 (which will be reduced to $550 when paid) and fines in the amount of $260.

BUDGETARY IMPACT:

Court cost: $1,100.00
Fines: $260.00

Total Lien: $1,360.00

This amount does not include the Clerk's recording fees or interest

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17168 **Written Communication 8. B.**

BCC Regular Meeting

Meeting Date: 12/05/2019

Issue: Environmental (Code) Enforcement Lien Relief - 9925 Beulah Road

From: Chips Kirschenfeld, Director

Organization: Natural Resources

CAO Approval:

RECOMMENDATION:

October 23, 2019, communication from Kristopher Fernandez, representative for Bay to Gulf Holdings, LLC, requesting lien relief for property located at 9925 Beulah Road.

Recommendation: That the Board review and consider the lien relief request made by Kristopher Fernandez against 9925 Beulah Road.

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

After reviewing the request for forgiveness of liens, staff made the determination that the request did fall within the criteria that would allow the County Administrator to act on the Board's behalf and grant relief, in accordance with the Board's Policy, "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H2.

County Administrator Janice Gilley did provide relief to Bay to Gulf Holdings, LLC waiving all but $5,000 of the $62,950 lien amount. Bay to Gulf Holdings LLC, refused that offer and made a request to appear before the Board to request full release.

NON-ADA COMPLIANT DOCUMENTS TO BE DISTRIBUTED UNDER SEPARATE COVER:

- **9925 Beulah Road Documentation**
- **Escambia County Property Appraiser Information for 9925 Beulah Rd**

BACKGROUND:

The property located at 9925 Beulah Road was foreclosed on by Nationstar Mortgage, LLC, on July 5, 2016. On July 24, 2018, Bay to Gulf Holdings, LLC, became the owners of the property. Escambia County was served in the foreclosure action. In August 2019, Bay to Gulf Holdings, LLC, made a request for lien relief. The request was processed and County Administrator Janice Gilley granted relief and offered to release the lien for the amount of $5,000. Bay to Gulf Holdings, LLC, turned down the offer and made a request to appear before the Board. They are requesting a full release of the lien to have a clear title.

BUDGETARY IMPACT:

Court Cost: $500.00
Administration Fines: $62,450.00

Total Lien : $62,950.00

This amount does not include the Clerk's recording fees or interest.

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17173 **Written Communication 8. C.**
BCC Regular Meeting
Meeting Date: 12/05/2019
Issue: Written Communication from Marlina S. Davis Regarding Property Located at 8142 Heirloom Drive
From: Janice Gilley, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:
Undated communication from Marlina S. Davis regarding property located at 8142 Heirloom Drive.

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
Undated Written Communication from Marlina S. Davis

Ms. Jernigan;

I spoke with Mr. Stephen West yesterday and he stated if I would like to get on the agenda of the Commisioners I would have to send you a letter. Please Put me on the agenda to speak about this incident.

Thank you
Marlina S. Davis
850-380-5893
4333 Fred Lane
Pace, Fl. 32571

Dear Commissioners:

I went to the county SHIP program on October 16th to discuss a matter of a home I inherited (8142 Heirloom Drive) from my friend, Mary Hines, who had inherited it after her sister, Edith Hines, passed away in 2011. On October 14, 2019, I was notified by the title company who was doing the closing on Edith's house, that there was a second mortgage on the home. The title company advised it was a ship loan from Escambia County, which I'm not familiar with. I contacted my attorney who did the probate after Mary Hines unexpectedly died after a complication with surgery. The attorney could not answer why the second mortgage was not discovered during probate, in 2018. I then contacted the attorney who did the probate for Mary Hines. Mary completed the probate after her sister Edith deceased unexpectedly and created a bank account in the Estate of Edith Hines as instructed by the attorney. This attorney stated he did not discover the second mortgage when he did probate, but instructed me to pay the 60 % of the 2nd mortgage, which was $8832.00. I came to the county building on October 15th and spoke with Mr. Derrick Williams to pay the $8832.00, which was owed and instructed by the first probate attorney. Mr. Williams stated the mortgage was in default because nobody notified the program of Edith Hines death in 2011 and the full amount of 14,700.00 had to be paid. I came prepared on October 15th to pay the $8832.00 dollars which was the 60%, but was told I would have to speak to his supervisor to see if the 60% could be accepted. I was instructed to contacted Mr. Williams' Supervisor, Mrs. Meredith, who told me, that only the County Commissioner's could allow the discounted fee of 60% to be paid. We were scheduled to close on October 17, with the sell of the residence of 8142 Heirloom Drive, which has never been sold since Edith Hines passed away, and the closing could not postponed without me being penalized more money. I had no option but to pay the full amount ($14,720.00) at closing. I realize this loan was in default by the contract provided to me on October 14th, but how is someone to know about this type of mortgage default, when the mortgage company nor Escambia County contacts someone as it went through probate? The probate

attorney advertised the death of Ms. Edith Hines in the local newspaper for six months. Then after Ms. Mary Hines died in 2018, I assumed the property of 8142 Heirloom Drive and for a second time, the property was advertised for six more months. Once again no one from the Escambia County nor with the mortgage company contacted the probate attorney of the **second mortgage**. The probate attorney's were contacted by the mortgage company of the first mortgage and by the insurance company that had an interest in the property both times during probate. There was no monthly payment and since the death of Edith Hines in 2011, no notice has been mailed to the address of 8142 Heirloom Drive with instructions on how to prevent the default or about the original SHIP loan. I understand the loan has to be paid, but I was forced to pay the entire loan of $14,720.00 back to the program, but I attempted to pay the 60% as required the day after I was notified of it. Had there been a notice sent during either probate notifications, the amount of $8,832.00 would have been acceptable, as the loan would not have been in default. I made the effort to pay the $8,832.00 the day after the mortgage was discovered so I am asking for a refund of the 40%, which would be $5,888.00 to assist with paying off other creditors that did notify the attorney during probate as required.As well as paying for her funeral . I am currently paying off both of their debt, since I inherited their properties. I am also hoping this will set in motion a way the program will notify families or like me, a friend of the family of this type of mortgage. It has been difficult enough just accepting the death of both. Like I said I am not making money just trying to recoup what I had to pay for her estate.

Thank you
Marlina S. Davis
850-380-5893

(9) 1

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

OR BK 4910 PG0343
Escambia County, Florida
INSTRUMENT 2002-968933

33.00
51.80
29.44 114.24

MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE (hereinafter referred to as to "Mortgage"), is made and entered into this **24th day of May, 2002** between the Mortgagor, **Edith M. Hines, a Single Woman,** (herein "Borrower"), and the Mortgagee, ESCAMBIA COUNTY, a political subdivision of the State of Florida, whose address is 223 Palafox Street, Pensacola, Florida 32597, (hereafter "Lender").

W I T N E S S E T H :

1.01 **PREMISES.** For and in consideration of an Indebtedness from Borrower to Lender in the principal sum of **Fourteen Thousand Seven Hundred Twenty Dollars and 00/100 ($14,720.00)**, which Indebtedness is evidenced by the Grant and Loan Agreement for Participation in the Escambia County Affordable Housing Initiative ("Loan Agreement") and Borrower's Note of even date herewith (herein "Note"). In order to secure the Indebtedness and other obligations of Borrower hereinafter set forth, Borrower does hereby grant, bargain, sell, convey, assign, transfer, pledge and set over unto Lender and the successors, successors in title, and assigns of County all of the following land and interest in land, estates, easements, rights, improvements, personal property, fixtures, equipment, furniture, furnishings, appliances, and appurtenances (herein referred to individually and collectively as the "Premises").

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

Lot 21, Block A, WINDSHIP COVE, being a portion of Section 20, Township 1 South, Range 30 West, Escambia County, Florida, according to Plat recorded in Plat Book 16, Page 79, of the public records of said County.

MTG DOC STAMPS PD @ ESC CO $ 51.80
05/29/02 ERNIE LEE MAGAHA, CLERK
By:

INTANGIBLE TAX PD @ ESC CO $ 29.44
05/29/02 ERNIE LEE MAGAHA, CLERK
By:

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

RETURN TO:
JOHN W. MONROE, JR.
EMMANUEL, SHEPPARD & CONDON
30 S. SPRING STREET
PENSACOLA, FL 32501
M1468-87528

OR BK 4910 PG0344
Escambia County, Florida
INSTRUMENT 2002-968933

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

Lender acknowledges that the property is subject to a first mortgage in favor of **Peoples First Community Bank, P. O. Box 59955. Panama City, FL 32512** in the amount **$59,732.00** and that this mortgage is subordinate and inferior to said mortgage (such mortgage shall be hereinafter referred to as the "first mortgage").

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

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

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

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

COVENANTS AND AGREEMENTS

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

2.02 TAXES, LIENS AND OTHER CHARGES.

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

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

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

OR BK 4910 PG0345
Escambia County, Florida
INSTRUMENT 2002-968933

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

2.03 PRESERVATION AND MAINTENANCE OF PROPERTY.

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

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

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

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

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

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

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

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

OR BK 4910 PG0346
Escambia County, Florida
INSTRUMENT 2002-968933

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

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

DEFAULT AND REMEDIES

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

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

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

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

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

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

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

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

OR BK 4910 PG0347
Escambia County, Florida
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H. The filing of a petition against Borrower (or any maker, endorser or guarantor) of the Note(s), seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other law or regulation relating to bankruptcy, insolvency or other relief for debtors, or the appointment of any trustee, receiver or liquidator of Borrower (or any such maker, endorser or guarantor) or of all or any substantial part of the Premises or of any or all of the incomes, rents, issues, profits or revenues thereof unless such petition shall be dismissed within thirty (30) days after such filing, but in any event prior to the entry of an order, judgment or decree approving such petition; or

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

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

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

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

3.05 ENFORCEMENT.

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

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

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

OR BK 4910 PG0348
Escambia County, Florida
INSTRUMENT 2002-968933

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

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

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

MISCELLANEOUS

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

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

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

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

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

OR BK 4910 PG0349
Escambia County, Florida
INSTRUMENT 2002-968933

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

Signed, sealed and delivered in the presence of:

BORROWER:

Holly V. Jurnovoy
Print Name Holly V. Jurnovoy

Edith Marie Hines
Edith M. Hines

Jane A. Wagener
Print Name Jane A. Wagener

Print Name

Print Name

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 24th day of May 2002 by Edith M. Hines, who is personally known to me or who has produced drivers license as identification and who did not take an oath.

OFFICIAL NOTARY SEAL
HOLLY V JURNOVOY
COMMISSION NUMBER
CC839604
MY COMMISSION EXPIRES
MAY 25,2003

Holly V. Jurnovoy
NOTARY PUBLIC HOLLY V. JURNOVOY
Print Name
Commission No.:
My Commission Expires:

RCD May 29, 2002 08:25 am
Escambia County, Florida

ERNIE LEE MAGAHA
Clerk of the Circuit Court
INSTRUMENT 2002-968933

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17226 **Written Communication 8. D.**
BCC Regular Meeting
Meeting Date: 12/05/2019
Issue: Environmental (Code) Enforcement Lien Relief - 480 Jacobi Road
From: Chips Kirschenfeld, Director
Organization: Natural Resources
CAO Approval:

RECOMMENDATION:

Undated Communication from Gregory S. English requesting Environmental (Code) Enforcement Lien Relief from property located at 480 Jacobi Road.

Recommendation: That the Board review and consider the lien relief request made by Mr. Gregory English regarding 480 Jacobi Road. Mr. English is currently the owner and owned the property during the code enforcement process.

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

Mr. English made a written request for lien relief in October 2019. His request is for partial release of liens (daily fines totaling $10,750 - $50 per day levied between 2/06/15-9/09/15) at 480 Jacobi Road.

BACKGROUND:

The liens against 480 Jacobi Road stem from a dilapidated structure (mobile home) complaint CE 140802357. The timeline for this case is as follows:
8/21/2014 - Notice of Violation
1/6/2015 - Special Magistrate Order Issued (30 days provided to complete work)
2/06/12015 - 9/09/2015 - Daily fines were assessed
9/14/2015 - Affidavit of Compliance completed

BUDGETARY IMPACT:

Lien resulting from Environmental (Code) Enforcement case CE140802357

Fines	$10,750
Court Cost	$ 1,100 (reduce to $550 per Board policy when paid)
County Abatement	$ 2,500
Total Cost	$14,350

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

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

"Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H2.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Written Communication

To Whom It May Concern:

Please allow this letter to serve as a way to provide a timeline of events that have taken place regarding the property located at 480 Jacobi Road in Molino, Florida and the Code Enforcement Department with Escambia County.

On September 29, 2014, Code Enforcement cited a piece of property I own at 480 Jacobi Road for overgrowth and a broken window in the back of the home. I had previously allowed individuals to reside there while they were getting back on their feet. Since I did not charge rent, I really didn't keep up with the property and did not realize the latest person had moved out. Also adding to the situation, I began working (I am a state certified General Contractor) out of state and out of town quite a bit .

I did not realize I had been cited until November 19, 2014 (I returned to town on November 18, 2014) when I stopped by the post office and received notice that I had a hearing on November 17, 2014, two days earlier. I immediately contacted Janice Gilly to explain my situation. After several weeks of going back and , I was told I could come to the December 2014 meeting (4 days before the meeting). I was not on the agenda but I could plead my case. I had a previous scheduled meeting with "Papa Murphy's" to build two/restaurants in Jacksonville with all the sub-contractors and corporate executives because I was to commence building on the day of the December meeting.

I contacted Officer Gilbert and asked his advice on what to do. He informed me he understood and would be at the December meeting and would inform the Magistrate and to contact him on Friday of that week. He informed me on Friday that his supervisor would not allow him to discuss my situation with the Magistrate. So it all moved to the January 2015 meeting. Janice Gilley informed me the date of the January meeting and who would be the Magistrate that would hear my case. I thought I had entered "The Perfect Storm" because the Magistrate was Robert Beasley, who had represented two partners and me in a lawsuit with Bank of America (they had breached a draw contract on an apartment complex on Johnson Ave). Robert had missed several deadlines in this case, which was dragging out for over a year. We fired Robert as our attorney and turned the case over to Jim Reeves who settled it in our favor in approximately 2 months after taking our case. Ms. Gilley informed me I was pretty much out of luck that she could not change the Magistrate. In the January meeting, which was tense, I was told to go across the hall and pull a building permit and he would send Officer Gilbert out before the February meeting to see the progress I was making.

I tried to pull a permit on January 27, 2015 with the Building Department and was informed by Mr. Lynn Adams that the Building Department does not issue permits for repairing mobile homes. He wrote that on the permit application and signed it. He informed me would contact Code Enforcement of this fact. Officer Gilbert came out to the job on the 5th of February, I thought just to check of my progress. We had approximately 15-20-minute conversations, he looked inside and commented everything looked great. I told him I had decided to go ahead and remodel the entire home. Between January 28, 2015 and the 5th of February, 2015, I had removed and replaced the roof shingles, several sheets of decking, and had started demolishing the interior sheetrock from the roof leaks. Approximately three weeks, later I received a package from Code Enforcement informing they were fining me $50.00 a day, etc. I contacted Officer Gilbert and pretty much said, "What the heck? You were fine out at the job." Once again, he blamed his supervisor, which he commented was tired of fooling with me. He said keep

working it and we can deal with the soft costs when I was finished. Over the next several months, I was in and out of town building the Papa Murphy's in Jacksonville. Somewhere around the first of July, I had removed all the sheetrock, cabinets, and repaired some rotten floor and decking, and was about to install new sheetrock. When I met the sub at the job approximately the last of July, I learned someone had stolen all the wiring out of the building. Over the next 4 to 6 weeks I came home on weekends and rewired the home and contracted to have the sheetrock hung. The sub informed me he could not find the home, so I came back to town to find that my house and been demolished by the county WITHOUT NOTICE.

I immediately went down to Code Enforcement and met with a LT with the department and this is where I will end this letter because nothing good has come from my discussions with him over the years. It is time to put the situation behind me and settle this. I have already paid the hard costs of approximately $3200 but am asking the fines of approximately $10,750.00 be waived. I only paid 12k for the property and it is hard for me to swallow a fine of 11k.

In ending, I will say, never in my wildest dreams did I ever consider that a governing authority would go to the extent of tearing down someone's home/property over a broken window or rotten siding on a small portion on the back of said building without first notifying the owner.

Thank you for your consideration in this matter.

Gregory S. English

Date of Issuance
09/29/2014

Escambia County
Office of Environmental Enforcement
Escambia County Central Office Complex
3363 West Park Place, Pensacola, FL 32505
PH: (850) 595-1820 FX (850) 595-0149

Case No
CE140802357

NOTICE OF VIOLATION

At (Location): PR: 402N312000009017	Zipcode	Date	Time
480 JOCOBI RD, MOLINO, FL	32577	09/29/2014	N/A

Name: ENGLISH GREG & ENGLISH LINDA Phone:

Address: 8828 KLONDIKE RD
PENSACOLA, FL 32526

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

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

Ordinance Description

Violation 1	Sec. 42-196 (a) Nuisance Conditions. The creation or maintenance of any condition conducive to the breeding of rats, vermin, flies, mosquitoes, or other arthropods that are capable of transmitting diseases directly or indirectly to humans;Sec. 42-197 (a) For conditions conductive to the breeding of rats, vermin, flies, mosquitoes, or other arthropods: Complete removal of all contributing conditions.
Violation 2	Sec. 42-196 (b) Trash and Debris. The accumulation of garbage, or other solid waste materials which violates any state law, regulation, or ordinance of the county or which poses a danger to the health, safety, and welfare to residents of the county; Sec. 42-197(a) Method of abating nuisance Complete removal of all contributing conditions
Violation 3	Sec. 42-196 (d) Overgrowth. The existence of overgrowth on any residentially or commercially classified lands, except on lands classified agricultural, or on undeveloped and uncleared land in its natural vegetative state, or on land in which the property owner is in the process of restoring to its natural vegetative state and for which there are no plans to build upon and upon which no building structures or signs of such structures exist above ground. Such property shall be subject to the following:(1) The minimum parcel size shall be one acre or more; and(2) The parcel may not be located in a platted or unplatted residential subdivision; and(3) The property owner must execute a good faith affidavit attesting to his intent to restore the subject property to its natural vegetative state. This affidavit shall be recorded with the clerk of the circuit court and subsequent development of the parcel shall not be commenced until any overgrowth on the property has been cleared pursuant to this article. Sec. 42-197(c) For overgrowth, weeds, and shrubbery constituting a nuisance under this article: Removal of all nuisance conditions.
Violation 4	Sec. 30-203 (N) An exterior wall with holes, breaks, loose or rotting boards or timbers, any condition which might admit rain or dampness to the interior portions of the walls or occupied spaces of a building, and any siding material not kept in repair. Sec. 30-204 Method of abating nuisance (A) Obtain appropriate building permits to correct violations to the standards of the building codes in effect or (B) Obtain a demolition permit to remove all violating structures, including the physical removal of demolition debris.
Violation 5	Sec. 30-203 (U) Windows with missing windowpane have open cracks or holesSec. 30-204 Method of abating nuisance (A) Obtain appropriate building permits to correct violations to the standards of the building codes in effect or(B) Obtain a demolition permit to remove all violating structures, including the physical removal of demolition debris.

Violation 6	Sec. 30-203 (X) Exterior doors, basement or cellar doors or hatchways that are not weather tight, watertight, rodent proof, in working condition, or in good repair. Sec. 30-203 Method of abating nuisance (A) Obtain appropriate building permits to correct violations to the standards of the building codes in effect or (B) Obtain a demolition permit to remove all violating structures, including the physical removal of demolition debris.

Officer Comments

1. MOW GRASS. 2. REMOVE AND PROPERLY DISPOSE OF TRASH AND DEBRIS. THIS INCLUDES VEGETATIVE DEBRIS. 3. MAKE REPAIRS TO STRUCTURE AND OBTAIN ANY REQUIRED PERMITS BY CALLING BUILDING INSPECTIONS AT 850-595-3550 OR 850-587-5770. COMPLY AND MAINTAIN THE ABOVE MARKED VIOLATIONS WITHIN THE TIME SPECIFIED TO AVOID FURTHER ENFORCEMENT ACTIONS. CONTACT THIS OFFICER WITH QUESTIONS OR FURTHER INSTRUCTIONS.

Signature of Officer: RONALD BGILBERT

Signature of Respondent

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

ESCAMBIA COUNTY, FLORIDA,

Vs.

Case No: CE 14-08-02357
Location: 480 Jocobi Rd
PR# 402N31200009017

Got Nov 19

English, Greg & English, Linda
8828 Klondike Rd
Pensacola, FL 32526

NOTICE OF HEARING

TO:

English, Greg & English, Linda
8828 Klondike Rd
Pensacola, FL 32526

PLEASE TAKE NOTICE:

A hearing has been scheduled for the purpose of examining the validity of cost in the above-referenced Environmental Enforcement case before Robert Beasley, Special Magistrate, at the new Central Office Complex, 3363 W Park Place, Room 104, Pensacola, FL 32505 , on November 17, 2015, at 1:30 p.m., or as soon thereafter as counsel may be heard.

Robert O Beasley
Special Magistrate
Office of Environmental Enforcement

BUILDING PERMIT NO.: _____

PARCEL ID NO.: _____ - _____ - _____ - _____ - _____ - _____

DRC No.: _____

Tank/Sewer No.: _____

Project Name: _____

Application For Building Permit

2010Florida Building Code

DATE: _____

LOCATION OF IMPROVEMENTS

Job Address: 480 Jacobi Rd

CONSTRUCTION COSTS: $ 200.00

OWNER: Greg English

ADDRESS: 8828 Blondike Rd

Phone: 712 8387

Fax: _____

CONTRACTOR INFORMATION

Contractor The English Co

Address 8828 Blondike Rd

City Pensacola

State FL Zip Code 32526

Phone 712-8387

Fax _____

Email greg@theenglishco.com

TYPE OF IMPROVEMENT

[ ] New [ ] Addition [ ] Alteration [X] Repair [ ] Replace [ ] Demolition

[ ] Change of Occupancy: FROM N/A TO _____

Structure Type: [ ] Commercial [X] Residential 1 or 2 Units [ ] Residential 3 or more units

WIDTH 28 LENGTH 40 HEIGHT 9 NO. FLOORS 1 NO. UNITS 1

FTPrint/SQ.FT 1112 UNDER ROOF/SQ.FT 1112 SQs/SHINGLES 13

Description of Work: Repair Siding

ARCHITECT ENGINEER

Name _____

Address N A

Phone _____

MORTGAGE LENDER

Name _____

Address N/A

Phone _____

No Permit Needed Homeowner 01-27-16

Fee Simple Titleholder's Name & Address (If Other than Owner) _____

Bonding Company & Company Address: _____

Application is hereby made to obtain a permit to do the work and installations as indicated. I certify that no work has been commenced prior to the issuance of a permit and that all work will be performed to meet the standards of all laws regulating construction in this jurisdiction. I understand that a separate permit may be required for all ELECTRICAL, PLUMBING, SIGNS, WELLS, POOLS, FURNACES, BOILERS, HEATERS, TANKS, AIR CONDITIONERS, HEATING, AND VENTILATING SYSTEMS ELEVATORS, ESCALATORS AND TRANSPORTING ASSEMBLINGS, GAS, SPRINKLER, ROOFING AND INSTALLATIONS, ETC. **OWNER'S AFFIDAVIT:** I certify that the foregoing information is accurate and that all work will be done in compliance with all applicable laws regulating construction and zoning. **WARNING TO OWNER:** YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AT THE ESCAMBIA COUNTY CLERK OF COURTS AND A CERTIFIED COPY FILED AT THE BUILDING INSPECTIONS DIVISION, BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT. If you are not the owner of the property being permitted, by signing this application, you hereby certify that you are the authorized agent of the owner. Furthermore, you must, by law, promise to inform the owner that the property in question is being subjected to possible liens and/or attachment, and must deliver all forms and notices required by law to the owner.

Signature of Owner or Agent: _____ **Date:** _____

Signature of Contractor: _____ **Date:** _____

Contractor's License No.: _____

Notary as to Owner or Agent:

STATE OF FLORIDA/COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20____, by _____, who is/is not personally known to me or who has produced _____ as identification.

Comm. Expires: _____

_____

SIGNATURE OF NOTARY

Printed Name of Notary: _____

Notary as to Contractor:

STATE OF FLORIDA/COUNTY OF _____

Sworn to and subscriber before me this _____ day of _____, 20____, by _____, who is/is not personally known to me or who has produced _____ as identification.

Comm. Expires: _____

_____

SIGNATURE OF NOTARY

Printed Name of Notary: _____

Escambia County, Florida
Environmental Enforcement Division
Affidavit of Compliance/Non-Compliance

BEFORE ME, the undersigned authority, personally appeared Melissa Reber , who, being first duly sworn, deposes and states as follows:

My name is Melissa Reber. I am over the age of 18 years and make this affidavit based on my personal knowledge. Additionally, I am competent to testify to the matters stated in this Affidavit.

I am an Environmental Enforcement Officer for Escambia County, Florida.

On September 09, 2015, I inspected the property located at 480 Jocobi Rd, Property reference # 402N312000009017 case number CE 14-08-02357 and all corrective actions required by the Special Magistrate's Order of 1-06-15 Book 7285 Page 1481 have been ☒ or have not been ☐* completed as of this date September 09, 2015.

*Violation(s) of 0 remain.

Fines are to be assessed ☒ Fines are not to be assessed ☐

Cost associated with Special Magistrate's Order:

Court cost $ 1100.00

Daily fines $ 10,750.00 ($50.00 per day 2/06/15 – 9/09/15)

County Abatement $ 2,500.00

Total cost $ 14,350.00

By: M Reber #681

Individually known
Officer, Badge #

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 14TH day of September, 2015, by Melissa Reber who (X) is personally known to me, or (_) has produced current _____ as identification.

TIFFANY M. CAYTON
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF069772
Expires 11/12/2017
(Notary Seal)

Tiffany M Cayton
Signature of Notary Public

Tiffany M Cayton
Printed Name of Notary Public

02/05/2015 08:48

4X4
02/05/2015 08:50

02/05/2015 08:50

02/05/2015 08:49

This document prepared by:
Escambia County, Florida
Environmental Enforcement Division
Escambia County Central Office Complex
3363 West Park Place
Pensacola, FL 32505
(850) 595-1820

CE1802598N

NOTICE OF LIEN
(Nuisance Abatement)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

This lien is imposed by the **Office of Environmental Enforcement Escambia County, Florida**, for certain costs incurred by the County to abate violations of the County Nuisance Abatement Ordinance, Sections 42-196 – 42-198, Escambia County Code of Ordinances, on property owned by GREGORY S. AND LINDA J ENGLISH located at 6765 HIGHWAY 95A NORTH 32577 and more particularly described as:

PR# 032N312008000000

Legal Description

BEG AT NW COR OF SEC S ALG W LI OF SD SEC 1255 82/100 FT FOR POB CONT SAME COURSE 256 FT N 67 DEG 26 MIN E 474 58/100 FT TO PENSACOLA FLORIDA HWY N 23 DEG 2 MIN W ALG SD HWY 362 8/10 FT S 48 DEG 49 MIN W 391 FT TO POB ALSO BEG AT NW COR OF SEC S ALG W LI OF SD SEC 1116 82/100 FT FOR POB CONT S 139 FT N 48 DEG 49 MIN E 391 05/100 FT TO A PT ON ST RD #95 S 68 DEG 11 MIN 51 SEC W 319 08/100 FT TO POB OR 6435 P 1905

A field investigation by the Office of Environmental Enforcement was conducted on and 8/23/2018 revealed the property was in violation of the following provisions of the Escambia County Nuisance Abatement Ordinance:

Following notice and written demand to the owner by certified mail, return receipt requested, and posting in accordance with Section 42-164, Escambia County Code of Ordinances, and the owner having not abated the violation or requested or demonstrated at a hearing before the Escambia County Board of County Commissioners that the property is not in violation of the referenced provisions of the ordinance within ten days of the date of the written demand (or in the case of a repeat violation, within three days of the date of the written demand) the County abated the violations and incurred the following costs, which shall constitute a lien against the property:

Abatement costs	$2,350.00
Administrative costs	$250.00
Total	$2,600.00

The principal amount of this lien shall bear interest at a rate of 6% per annum; provided, however, that no interest shall accrue until the 30th day after the filing of the lien in the official records of the Clerk of the Circuit Court. This lien may be enforced at any time by the Board of County Commissioners after 30 days from the date of recording this Notice of Lien to recover the amount due, together with all costs and reasonable attorneys' fees, by proceeding in a court

of equity to foreclose liens in the manner in which a mortgage lien is foreclosed or as collection and enforcement of payment may be accomplished by other methods authorized by law.

Executed this 30th day of OCTOBER 2018, by the Acting County Administrator, Matthew F. Coughlin as authorized by the Escambia County Board of County Commissioners.

ESCAMBIA COUNTY, FLORIDA

Witness Audrey M. Washington
Print Name Audrey M. Washington

By: Matthew F. Coughlin
Acting County Administrator
221 Palafox Place, Suite 420
Pensacola, FL 32502

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 30th day of OCTOBER, 2018, by Matthew F. Coughlin, as Acting County Administrator for Escambia County, Florida, on behalf of the Board of County Commissioners. He (X) is personally known to me, or ( ) has produced current _____ as identification.

NOTARY PUBLIC
ANGELA CRAWLEY
Notary Public-State of Florida
Comm. Exp. July 28, 2019
Comm. No. FF 237226
Notary ID No. 1316653

(Notary Seal)

Signature of Notary Public

Angela Crawley
Printed Name of Notary Public

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16968 **Public Hearings 10.**
BCC Regular Meeting
Meeting Date: 12/05/2019
Issue: 5:31 p.m. Public Hearing - Vacation of an Opened Right-of-Way Known as Cameron Lane
From: Joy Jones, Director
Organization: Engineering
CAO Approval:

RECOMMENDATION:

5:31 p.m. Public Hearing for consideration of the Petition to Vacate an opened right-of-way known as Cameron Lane, as petitioned by VWSS American, LLC.

Recommendation: That the Board take the following action concerning the Petition to Vacate an opened right-of-way known as Cameron Lane (0.44 acres, more or less), as petitioned by VWSS American, LLC.:

A. Approve or deny the Petition to Vacate an opened right-of-way known as Cameron Lane;

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.

The real property mentioned in this Petition to Vacate is located in Commission District 2.

BACKGROUND:

Cameron Lane is located behind South Gate Plaza Shopping Center and connects to South Old Corry Field Road.

The Petitioner recently purchased the property to the north and to the south of Cameron Lane. The property to the north of Cameron Lane is presently used as a storage facility with self-storage units. The property to the south of Cameron Lane is presently used for outside storage of boats, vehicles, trailers, and motor homes. Prior to the Petitioner purchasing the property, the Petitioner's attorney, Thomas Balmat, had inquired if Cameron Lane was a private road or a county-maintained road. To clear up the title, the Petitioner is going through the Petition to Vacate process.

A Right-of-Way Easement from The United States Postal Service (USPS) to Escambia County, Florida, recorded in Official Records Book 2978, Pages 647-650 was conveyed to the County "for public road or highway purposes, so long as the same shall be used, operated, and maintained as a public road or highway." According to the Road Department, the County does not currently maintain Cameron Lane, and has not since this Easement was recorded in 1991. Staff has no concerns with the Petition to Vacate Cameron Lane.

Staff did receive correspondence from the local USPS Postmaster, who stated her concerns (see attached email).

Gulf Power and Peoples Water Service Company of Florida, Inc., have existing easements in the area of Cameron Lane which they want to retain. County GIS staff has reviewed their records and noted that this road is not included in the GIS data and there is no record that the Board has approved the naming of this road.

Per Board direction, notification was mailed to property owners within a 1500' radius.

From historical aerial photos, the road appears to have been constructed when Moreno Courts was developed in the 1940's.

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:

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

IMPLEMENTATION/COORDINATION:

Upon Board approval of the Petition to Vacate, the necessary documents will be signed and delivered to the Petitioner or the Petitioner's agent, who will have them recorded in the public records and will have notices published.

Attachments

Cameron Lane Petition
Hold Harmless Agreement
Resolution
Notice of Adoption
Certification & Resident List
Aerial Map Cameron Lane
Aerial Map 1500 FT Radius
Postmaster Email
Sign Photos
Cameron Lane Supplemental Info
Historic Photos and Docs

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

Petitioner(s), hereby file this petition with the Board of County Commissioners of Escambia County, Florida, to vacate, abandon, close and disclaim any right of the County and the public in and to certain land delineated as a

An opened Right of Way known as Cameron Lane

in Escambia County, Florida, a copy of map thereto being attached hereto as Exhibit "A", and further states as follows:

1. That the Petitioner(s), VWSS American, LLC presently x own(s) ____ do/does not own an interest in the real property, which adjoins said public road right-of-way, alleyway, or other land. Said public road rights-of-way, alleyway, or other land being more particularly described as follows:

A parcel of property 50.00 feet in width, for road right-of-way purposes, lying within 25.00 feet on either side of the following described center-line to-wit:

Commence at a concrete monument on the west right-of-way line of Corry Field Road (66' R/W), said monument being the southeast corner of Block 9, Corry Subdivision, a subdivision of a portion of Sections 50 and 51, Township 2 South, Range 30 West, Escambia County, Florida, as per the plat of said subdivision recorded at Plat Book 1 Page 55 of the public records of said County; thence run north along said west right-of-way line of Corry Field Road a distance of 874.70 feet for the POINT OF BEGINNING of the said center-line; thence deflect left 90 degrees 02 minutes 37 seconds run westerly 642.57 feet to the termination point of said centerline. All lying and being in Section 50, Township 2 South, Range 30 West, Escambia County, Florida.

2. That the Petitioner(s), VWSS American, LLC desire(s) that the Board of County Commissioners surrender, renounce and disclaim any right of the County and the public in and to that portion of the public road rights-of-way, alleyway, or other land described above and lying and being in Section(s) 50 Township 2 South Range 30 West and recorded in OR Book 2978 page 647 of the public records of Escambia County, Florida.

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

August 3, 2017

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

Petitioner acknowledges that:

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

VWSS American, LLC
Corporation of Company Name

Wade Buxton
Petitioner(s) Name

303 S Broadway Ste 200-606
Street Address

Denver CO
City State

3033530600
Phone Number

Wade Buxton
Agent's Name

3033530600
Agent's Phone Number

7/12/19
Date:

HOLD/HARMLESS AGREEMENT

WHEREAS, VWSS American, LLC 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:

A parcel of property 50.00 feet in width, for road right-of-way purposes, lying within 25.00 feet on either side of the following described center-line to-wit:

Commence at a concrete monument on the west right-of-way line of Corry Field Road (66' R/W), said monument being the southeast corner of Block 9, Corry Subdivision, a subdivision of a portion of Sections 50 and 51, Township 2 South, Range 30 West, Escambia County, Florida, as per the plat of said subdivision recorded at Plat Book 1 Page 55 of the public records of said County; thence run north along said west right-of-way line of Corry Field Road a distance of 874.70 feet for the POINT OF BEGINNING of the said center-line; thence deflect left 90 degrees 02 minutes 37 seconds run westerly 642.57 feet to the termination point of said centerline. All lying and being in Section 50, Township 2 South, Range 30 West, Escambia County, Florida.

2. Petitioner(s), hereby covenant(s) and agree(s) that it 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

Laura Spitzmiller

Print or type name

Witness

Scott Fisher

Print or type name

VWSS American, LLC

Corporation or Company Name

Petitioner(s)

VWSS American, LLC

Print or type name(s)

Title: Wade Buxton, Authorized Agent

Date: 11/19/2019

STATE OF ~~FLORIDA~~ COLORADO
COUNTY OF ~~ESCAMBIA~~ DENVER

The foregoing instrument was acknowledged before me this 19TH day of NOVEMBER, 2019, by WADE BUXTON as AUTHORIZED AGENT of VWSS AMERICAN, LLC. He/She is (X) personally known to me, (X) produced current Florida/Other COLORADO driver's license as identification, and/or (___) produced current _____ as identification.

Notary Public

DAVID MCNAMARA

Print or type name

(Notary Seal must be affixed)

Commission Expires: JAN 22 2020

Commission Number: 20164002705

David McNamara
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20164002705
MY COMMISSION EXPIRES JAN. 22, 2020

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By _____
Lumon J. May, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By _____
Deputy Clerk

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

RESOLUTION NUMBER R_____-_____

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

WHEREAS, VWSS American, LLC _____ has petitioned this Board to vacate, abandon, and close the following public rights-of-way, alleyway, or other lands and to renounce and disclaim the right of Escambia County, Florida and of the public, and;

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

A parcel of property 50.00 feet in width, for road right-of-way purposes, lying within 25.00 feet on either side of the following described center-line to-wit:

Commence at a concrete monument on the west right-of-way line of Corry Field Road (66' R/W), said monument being the southeast corner of Block 9, Corry Subdivision, a subdivision of a portion of Sections 50 and 51, Township 2 South, Range 30 West, Escambia County, Florida, as per the plat of said subdivision recorded at Plat Book 1 Page 55 of the public records of said County; thence run north along said west right-of-way line of Corry Field Road a distance of 874.70 feet for the POINT OF BEGINNING of the said centerline; thence deflect left 90 degrees 02 minutes 37 seconds run westerly 642.57 feet to the termination point of said centerline.
All lying and being in Section 50, 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), VWSS American, LLC, has caused to be published on October 24, A.D., 2019, 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 p.m. on December 5, 2019 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;

A parcel of property 50.00 feet in width, for road right-of-way purposes, lying within 25.00 feet on either side of the following described center-line to-wit:
Commence at a concrete monument on the west right-of-way line of Corry Field Road (66' R/W), said monument being the southeast corner of Block 9, Corry Subdivision, a subdivision of a portion of Sections 50 and 51, Township 2 South, Range 30 West, Escambia County, Florida, as per the plat of said subdivision recorded at Plat Book 1 Page 55 of the public records of said County; thence run north along said west right-of-way line of Corry Field Road a distance of 874.70 feet for the POINT OF BEGINNING of the said center-line; thence deflect left 90 degrees 02 minutes 37 seconds run westerly 642.57 feet to the termination point of said centerline.
All lying and being in Section 50, Township 2 South, Range 30 West, Escambia County, Florida.

NextEra Energy formerly known as Gulf Power has an existing Easement in the above described area and wants to retain the Easement.
Peoples Water Service Company of Florida, Inc. has facilities in the above described area and wants to retain access to these facilities

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

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

ESCAMBIA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By_____
Steven Barry, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By_____
Deputy Clerk

Adopted: _____

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 December 5, , A.D., 20 19 , 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:

A parcel of property 50.00 feet in width, for road right-of-way purposes, lying within 25.00 feet on either side of the following described center-line to-wit:

Commence at a concrete monument on the west right-of-way line of Corry Field Road (66' R/W), said monument being the southeast corner of Block 9, Corry Subdivision, a subdivision of a portion of Sections 50 and 51, Township 2 South, Range 30 West, Escambia County, Florida, as per the plat of said subdivision recorded at Plat Book 1 Page 55 of the public records of said County; thence run north along said west right-of-way line of Corry Field Road a distance of 874.70 feet for the POINT OF BEGINNING of the said centerline; thence deflect left 90 degrees 02 minutes 37 seconds run westerly 642.57 feet to the termination point of said centerline. All lying and being in Section 50, 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 _____day of _____, A.D., 20_____.

Board of County Commissioners
Escambia County, Florida

CERTIFICATION OF PROPERTY OWNERS
WITHIN 1,500 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 1,500 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 7/12/2019.

VWSS American, LLC
Petitioner(s)
Wade Buxton, as agent

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Before me, the undersigned authority, personally appeared Wade Buxton who X personally known to me or who have/has produced CO Driver's License as identification and who is/are known to me to be the individual(s) described in and who acknowledged that WadeBuxton executed the foregoing Certification for the uses and purposes described herein.

WITNESS my hand and official seal this 12th day of November, A.D., 2019.

Jacqueline George
Notary Public

Jacqueline George
Print or type name

Commission Number: 20024017070
Commission Expires: 5-23-22

JACQUELINE GEORGE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20024017070
MY COMMISSION EXPIRES MAY 23, 2022

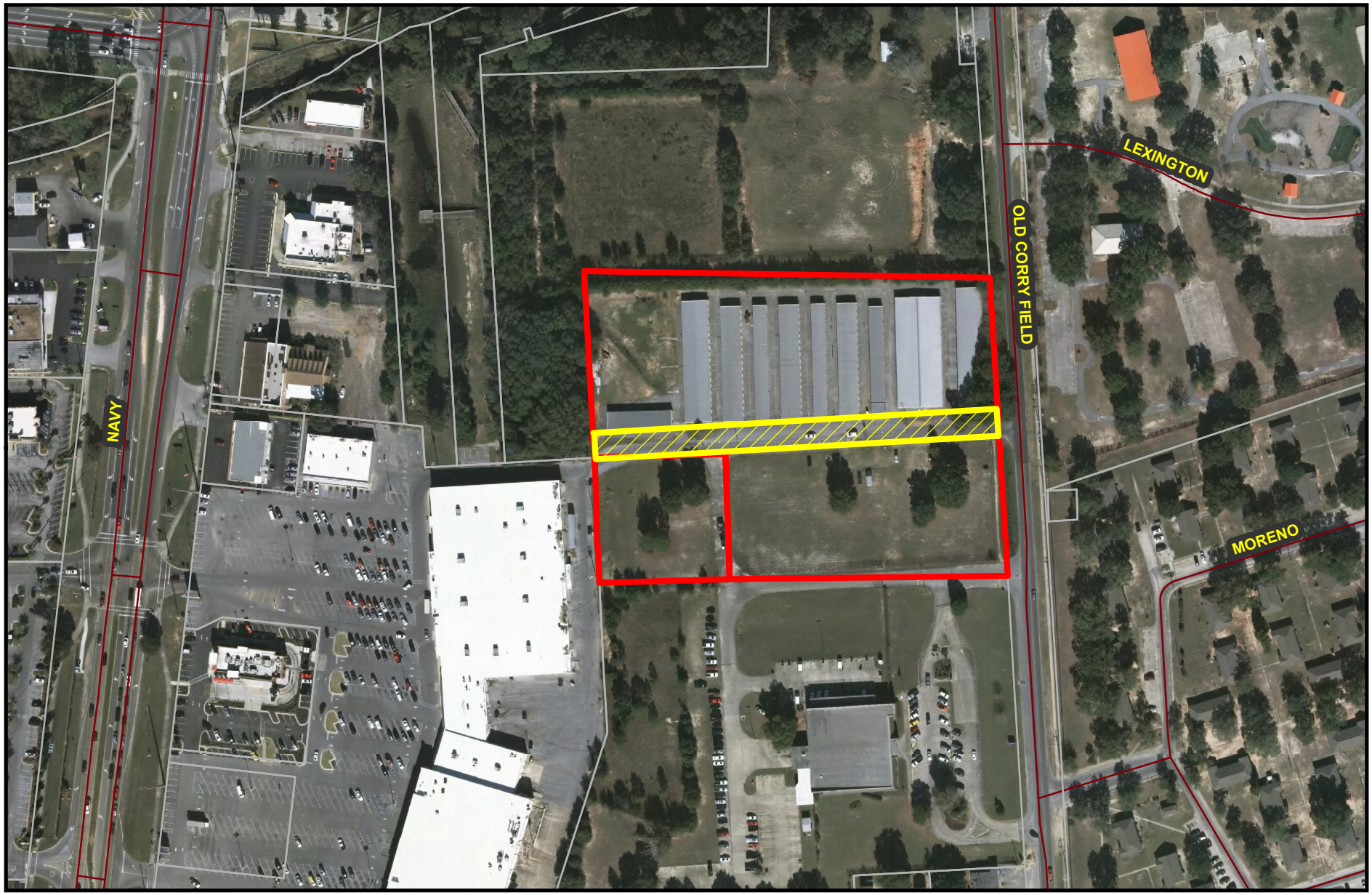
August 3, 2017

	Name	Address1	Address2
1	ABELL HILDA	1075 URBAN DR	CANTONMENT, FL 32533
2	ADAMS HELEN C EST OF	C/O KOSTA ZERVAS 3359 N 96TH ST	MILWAUKEE, WI 53222
3	ADIE HENRY JOHN LIFE EST	123 BRANDON AVE	PENSACOLA, FL 32507
4	AGRAPIDES LAZARUS	510 N REUS ST	PENSACOLA, FL 32501
5	AGREE LIMITED PARTNERSHIP	70 E LONGLAKE RD	BLOOMFIELD HILLS, MI 48304
6	AIKEN JAMES T	47 DRUID DR	PENSACOLA, FL 32507
7	ANGELO W MICHAEL	3298 MOUNTBATTEN DR	CANTONMENT, FL 32533
8	ARD SYBIL L	1404 DEXTER AVE	PENSACOLA, FL 32507
9	ARIA INVESTMENTS LLC	1864 SKYLINE DR	HONOLULU, HI 96817
10	ARREDONDO JOSE & LISA	101 BRANDON AVE	PENSACOLA, FL 32507
11	AS LILY LLC	PO BOX 25430	PORTLAND, OR 97298
12	ASHTON LLP	PO BOX 4817	PENSACOLA, FL 32507
13	B & D HOLDINGS LLC	PO BOX 4817	PENSACOLA, FL 32507
14	BABU INVESTMENTS LLC	1864 SKYLINE DR	HONOLULU, HI 96817
15	BARNES LACHANDRA	716 GENTIAN DR	PENSACOLA, FL 32503
16	BARRY JOAN MONTAGUE ZAYSZLY	611 EDGEWATER DR	PENSACOLA, FL 32507
17	BATHURST BENJAMIN	602 S OLD CORRY FIELD RD	PENSACOLA, FL 32507
18	BATTS CYNTHIA ANN	9651 FARRIER RD	MILTON, FL 32583
19	BECK YOSHIE N	625 EDGEWATER DR	PENSACOLA, FL 32507
20	BELL SOUTH COMMUNICATIONS INC	PO BOX 7207	BEDMINSTER, NJ 07921
21	BERMAN VICKI EILEEN	1306 DEXTER AVE	PENSACOLA, FL 32507
22	BERRY MICHAEL P	1412 DEXTER AVE	PENSACOLA, FL 32507
23	BIGGS GARY	219 NW GILLILAND	PENSACOLA, FL 32507
24	BIRCH GLADE DEVELOPMENT CO	28 STAR LAKE DR	PENSACOLA, FL 32507
25	BLOCKER WILLIAM C JR &	631 EDGEWATER DR	PENSACOLA, FL 32507
26	BOYER STEPHEN W	1033 S OLD CORRY FIELD RD	PENSACOLA, FL 32507
27	BRADFORD KAREN CAMPBELL	1415 WILSON AVE	PENSACOLA, FL 32507
28	BROCKWAY KEVIN P	619 CHASEVILLE ST	PENSACOLA, FL 32507
29	BROWN AARON D &	120 BRANDON AVE	PENSACOLA, FL 32507
30	BROWN ARTHUR L SR	1406 WILSON AVE	PENSACOLA, FL 32507
31	BURKICH AMY L	2540 SW 60TH AVE	MIAMI, FL 33155
32	BURNS JEFFERSON W EST OF	C/O ALICE CATHLEEN BURNS+5260 FLINTWWOOD CIR	PENSACOLA, FL 32504
33	BYRD JAMES R	1322 DEXTER AVE	PENSACOLA, FL 32507
34	BYRNE NIKKI D	230 ALTON RD	PENSACOLA, FL 32507
35	CAMPBELL PROPERTIES LIMITED	1415 N LILAC DR STE 280	MINNEAPOLIS, MN 55422
36	CANARSKY FORTUNATA C	9121 DAYTONA DR	PENSACOLA, FL 32506
37	CARREON CONRADO &	1105 S OLD CORRY FIELD RD	PENSACOLA, FL 32507
38	CARVER DEBORAH K	1322 WILSON AVE	PENSACOLA, FL 32514
39	CENTSIBLE VENTURES LLC	103 FOUNTAINHEAD CIR	HENDERSON, NV 89052
40	CHARON SANDY A	622 EDGEWATER DR	PENSACOLA, FL 32507
41	CHICAGO INVESTMENTS INC	8601 N PENSACOLA BLVD	PENSACOLA, FL 32534
42	COAST 50 LLC	1249 OLD CORRY FIELD RD	PENSACOLA, FL 32507
43	COLLIER STEPHEN T LIFE EST	PO BOX 4158	PENSACOLA, FL 32507
44	CONTRERAS AGGIE ROSE	1422 SOUTH POLK ST	DALLAS, TX 75224
45	COOK JAMES V LIFE EST	45 DRUID DR	PENSACOLA, FL 32507
46	CORNIL JEAN	2626 HANOVER ST	PALO ALTO, CA 94304
47	COSTELLO DARREN A	2710 WADE AVE	PENSACOLA, FL 32507
48	CUNNINGHAM JANE	128 CAVALIER DR	PENSACOLA, FL 32507
49	DARBY RICHARD A &	6569 LEE ST	MILTON, FL 32570
50	DEAN STELLA	1034 OLD CORRY FIELD RD	PENSACOLA, FL 32507
51	DIBELLA JANIS	2904 E LEE ST	PENSACOLA, FL 32503
52	DISCOUNT MUFFLERS AND BRAKES INC	1320 TONI ST	PENSACOLA, FL 32504
53	DIVINE DONALD L	3109 E MORENO ST	PENSACOLA, FL 32503
54	DIXON JOSPEH D	9101 CARIBBEAN DR	PENSACOLA, FL 32506
55	DONNELLY SARAH F	131 BRANDON AVE	PENSACOLA, FL 32507
56	DORSEY CLIFFORD A	1318 WILSON AVE	PENSACOLA, FL 32502
57	DUNN ANDREA NICOLE	323 E ROMANA ST	PENSACOLA, FL 32502
58	DURANT ROY JR	57 DRUID DR	PENSACOLA, FL 32507
59	EADS HERMAN R JR	135 BRANDON AVE	PENSACOLA, FL 32507
60	EATON JOSEPH T	111 BRANDON AVE	PENSACOLA, FL 32507
61	ECKFORD DUSTIN M &	205 DELRAY DR	PENSACOLA, FL 32507
62	EL PATRON OF PENSACOLA LLC	2609 PEPPERELL PKWY	OPELIKA, AL 36801
63	ELLIS JAMES E	6827 KITTY HAWK CIR	PENSACOLA, FL 32506
64	ELLIS WAYNE L	16631 VALLELY DR	TAMPA, FL 33618
65	EMPIRE DAWN LLC	6929 N HAYDEN RD #C4-235	SCOTTSDALE, AZ 85250
66	FARRELL KEITH A TRUSTEE FOR	335 1/2 CARROLL PARK EAST	LONG BEACH, CA 90814
67	FAULKNER ELSIE E &	111 DRUID DR	PENSACOLA, FL 32507
68	FERRIE TARI J	210 DELRAY DR	PENSACOLA, FL 32507
69	FLOWERS BARBARA A	1031 S OLD CORRY FELD RD	PENSACOLA, FL 32507
70	FORBES SUSAN	1405 WILSON AVE	PENSACOLA, FL 32507
71	FORCELLINI WILLIAM E	1311 DEXTER AVE	PENSACOLA, FL 32507
72	FOX RIDGE LLC	3422 BARRANCAS AVE	PENSACOLA, FL 32507
73	FREEDOM HOMES LLC	6512 CASCADE RIDGE DR	PLAINFIELD, IL 60586
74	FREEMAN MARY LOUISE	620 EDGEWATER DR	PENSACOLA, FL 32507
75	FRITSCHLE JAMES A & REBECCA	1404 WILSON AVE	PENSACOLA, FL 32507
76	FUNKHOUSER OREN &	3350 MAPLEWOOD DR	GULF BREEZE, FL 32563
77	GARNER MICHAEL W	1106 S OLD CORRY FIELD RD	PENSACOLA, FL 32507
78	GARTH WINSTON F III	703 PORT ROYAL WAY	PENSACOLA, FL 32501
79	GOSPEL LIGHTHOUSE INC	310 NAVY BLVD	PENSACOLA, FL 32507
80	GRANT VICTOR 1/2 INT	5197 E LAKE RD	MILTON, FL 32583
81	GRIFFIN GEORGE H JR	1533 PELICAN BAYOU DR	BILOXI, MS 39532
82	GRIPPO GREGORY	541 S 2ND ST	PENSACOLA, FL 32507
83	GUIDO EDUARDO C TRUST AGREEMENT 9-14-2007	5197 E LAKE RD	MILTON, FL 32583
84	HANKINS HEATHER C	354 HOWARD CHAPEL RD	URBANA, MO 65767

85	HARRIS CLINT ANTHONY &	338 WOODLAND AVE	MARY ESTHER, FL 32569
86	HARVEY GERALD & JANE	366 AIRPORT BLVD	+PENSACOLA, FL 32503
87	HATCHER CAROL KAY	4817 HWY 196	MOLINO, FL 32577
88	HAWKINS JOHN W JR	301 BREMEN AVE	PENSACOLA, FL 32507
89	HAWKINS JOHN W TRUSTEE FOR	6445 SCENIC HWY	PENSACOLA, FL 32504
90	HAWSEYS BOOK INDEX LLC	6110 SIGUENZA DR	PENSACOLA, FL 32507
91	HAWSEYS BOOK INDEX LLC	803 N NAVY BLVD	PENSACOLA, FL 32507
92	HENDERSON DONALD G	210 RUTH ST	PENSACOLA, FL 32507
93	HERRING TRACY M	2706 GRAINGER AVE	PENSACOLA, FL 32507
94	HICKEY RAYMOND G &	PMB 328C-354+5802 BOB BULLOCK LOOP STE C1	LAREDO, TX 78041
95	HINES LESLIE N III	1411 WILSON AVE	PENSACOLA, FL 32507
96	HJ BERGERNON LLC	1527 GAUSE BLVD #294	SLIDELL, LA 70458
97	HOLLEY MICHAEL W	1410 WILSON AVE	PENSACOLA, FL 32507
98	HUA MICHAEL	1070 PALISADES RD	PENSACOLA, FL 32504
99	HUDSON ELMER J	8487 EIGHT MILE CREEK RD	PENSACOLA, FL 32526
100	HUYNH THONG	6048 SUNTAN CIR	PENSACOLA, FL 32526
101	JAMES GEORGE L & PATRICIA A	615 CHASEVILLE ST	PENSACOLA, FL 32507
102	JENNETTE LYNN L 1/5 INT	125 BRANDON AVE	PENSACOLA, FL 32507
103	JOHNSON CURTIS E	633 EDGEWATER DR	PENSACOLA, FL 32507
104	JOHNSON JEFFREY P EST OF	C/O LEAH MAGEE 2680 GERONIMO RD	APACHE JUNCTION, AZ 85119
105	KADROVACH DOUGLAS W	3355 PURSELL LN	PENSACOLA, FL 32526
106	KENNEDY JEFF C TRUST 10-1-12	3109 WOODCLIFT CIRCLE	MOUNTAIN BROOK, AL 35243
107	KIRCHGASSNER FRED A & GERALDINE B	103 DRUID DR	PENSACOLA, FL 32507
108	KJF PARTNERS 20PF LLC	C/O JOE FARIS+120 VIA ENSUENO	SAN CLEMENTE, CA 92672
109	KROLL WILLIAM JR	1318 DEXTER AVE	PENSACOLA, FL 32507
110	LANE PEGGY J	667 HOLLY BLUFF RD	ROLLING FORK, MS 39159
111	LANGERT GERALDINE L	1313 DEXTER AVE	PENSACOLA, FL 32507
112	LANGFORD RUBY LOIS EST OF	1112 S OLD CORRY FIELD RD	PENSACOLA, FL 32507
113	LARKIN JOHNATHAN EST OF	C/O PATRICIA LARKIN+227 DELRAY DR	PENSACOLA, FL 32507
114	LIBERTY ASSURANCE LLC	1616 HYLTON AVE	WOODBRIDGE, VA 22191
115	LOPEZ DON & NANCY E	20300 DONOVAN DR	SEMINOLE, AL 36574
116	LORD BRADLEY & SHARON	113 CAVALIER DR	PENSACOLA, FL 32507
117	LOWE GERALD RICHARD &	217 DELARY ST	PENSACOLA, FL 32507
118	LUKASIUK STANLEY C & DOROTHY E	103 CAVALIER DR	PENSACOLA, FL 32507
119	LUND BRICE K	2029 TRAILING PINES WAY	FLEMING ISLE, FL 32003
120	LYCUS DANIEL	1309 DEXTER AVE	PENSACOLA, FL 32507
121	MAREADY DENNIS G	1109 S OLD CORRY FIELD RD	PENSACOLA, FL 32507
122	MARS RICARDO	604 S OLD CORRY FIELD RD	PENSACOLA, FL 32507
123	MARTIN RICHARD H	211 DELRAY DR	PENSACOLA, FL 32507
124	MASON RYAN V	621 EDGEWATER DR	PENSACOLA, FL 32507
125	MATTHEWS HELEN G CAROL	121 BRANDON AVE	PENSACOLA, FL 32507
126	MCCRARY LARRY &	1320 DEXTER AVE	PENSACOLA, FL 32507
127	MCELHINNEY MICHAEL D	1405 DEXTER AVE	PENSACOLA, FL 32507
128	MCFALL CINDY G	126 BRANDON AVE	PENSACOLA, FL 32507
129	MCLEMORE ROBERT S & SANDRA A	116 CAVALIER DR	PENSACOLA, FL 32507
130	MIC-DAN LLC	505 N NAVY BLVD	PENSACOLA, FL 32507
131	MICHKEL SIDNI ELIZBETH	115 BRANDON AVE	PENSACOLA, FL 32507
132	MICKLESON PATRICIA &	305 IONA ST	PENSACOLA, FL 32507
133	MILLER CHARLES A	5418 E VIEW PKWY	YUMA, AZ 85365-1147
134	MOLAISON ROXANE B	124 BRANDON AVE	PENSACOLA, FL 32507
135	MOLINA ELVIN BIENVENIDO	108 BRANDON AVE	PENSACOLA, FL 32507
136	MORRISON JULIE B	1111 S OLD CORRY FIELD RD	PENSACOLA, FL 32507
137	MURPHY LOIS LIFE ESTATE	1698 REDFISH POINTE RD	GULF BREEZE, FL 32563-2841
138	MUTUAL FEDERAL SAVINGS &	250 RIVERCHASE PKWY STE 600	BIRMINGHAM, AL 35244
139	NAVY FEDERAL CREDIT UNION	GEN ACCTING - FIXED ASSET+PO BOX 24626	MERRIFIELD, VA 22119
140	NEEDHAM NEVA L	112 BRANDON AVE	PENSACOLA, FL 32507
141	NGUYEN LAN T	750 NARDIS DR	VERNON HILLS, IL 60061
142	NICHOLS JEFFERY B &	825 MERLIN TERRACE	PENSACOLA, FL 32506
143	NKW PORTFOLIO III LLC	4770 BISCAYNE BLVD #1080	MIAMI, FL 33137
144	NORVELL WILLIAM R	314 S E KALASH RD	PENSACOLA, FL 32507
145	NOT SO EZ LLC	3422 BARRANCAS AVE	PENSACOLA, FL 32507
146	O REILLY AUTOMOTIVE INC	C/O THOMAS REUTERS PTS+PO BOX 06116	CHICAGO, IL 60606-0116
147	OLSEN CARL R	25831 ROYALTY DR	DAPHNE, AL 36526
148	OLSON CAROL JANETTE	1037 S OLD CORRY FIELD RD	PENSACOLA, FL 32507
149	PARKER BETTY RUTH	1414 WILSON AVE	PENSACOLA, FL 32507-2247
150	PARKS THOMAS & SANDY	4316 WHITELEAF CT	PENSACOLA, FL 32504
151	PATRIOTS PLACE LLC	1249 OLD CORRY FIELD RD	PENSACOLA, FL 32507
152	PAUL MARY M LIFE EST	130 BRANDON AVE	PENSACOLA, FL 32507
153	PAYNE MATTHEW JR &	611 NORTH F ST	PENSACOLA, FL 32501
154	PEDERSEN ROBERT W	3740 BARRANACS AVE	PENSACOLA, FL 32507
155	PENSACOLA STATE COLLEGE	1000 COLLEGE BLVD	+PENSACOLA, FL 32503
156	PENSCO TRUST COMPANY CUSTODIAN FBO BAUDENDISTEL	PO BOX 173859	DENVER, CO 80217
157	PEREZ FELIX JR & LIZA Y	PO BOX 16282	PENSACOLA, FL 32507
158	PINON LETICIA A	104 CAVALIER CIR	PENSACOLA, FL 32506
159	PITMAN JERRY TRUSTEE	C/O LYNE PITMAN+301 N PINEWOOD LN	PENSACOLA, FL 32507
160	POPE FRED T & DEBORAH M	1316 DEXTER AVE	PENSACOLA, FL 32507-2221
161	PORTER LINDA LEWIS	110 CAVALIER DR	PENSACOLA, FL 32507
162	PROFIT MANAGEMENT SERVICES LLC	125 CAVALIER DR	PENSACOLA, FL 32507
163	RAUANHEIMO IVY YVONNE KING	613 EDGEWATER DR	PENSACOLA, FL 32507
164	RHYMES JAMES H	1025 FARMINGTON RD	PENSACOLA, FL 32504
165	RICKMAN MARY E	102 CAVALIER CIR	PENSACOLA, FL 32507
166	RIESAU AMY L	119 BRANDON AVE	PENSACOLA, FL 32507
167	RIGGINS TODD R	43 DRUID DR	PENSACOLA, FL 32507
168	RIVERS DAVID A	900 FT PICKENS RD # 511	PENSACOLA BEACH, FL 32561
169	ROBARTS DONALD R	1415 DEXTER AVE	PENSACOLA, FL 32507

170	ROSS LIZZIE M LIFE EST &	51 DRUID DR	PENSACOLA, FL 32507
171	RUSHING EDWARD L	PO BOX 4634	PENSACOLA, FL 32507
172	SAAGE MARKUS	129 BRANDON AVE	PENSACOLA, FL 32507
173	SALZAR RAINEE	PO BOX 4396	PENSACOLA, FL 32507
174	SANDERS MARYANNE E	215 DELRAY ST	PENSACOLA, FL 32507
175	SCHOOL BOARD OF ESCAMBIA CO	75 N PACE BLVD	PENSACOLA, FL 32505
176	SCHUCHARD JAMES II	6811 AVENIDA DE GALVEZ	NAVARRE, FL 32566
177	SEASIDE 1882 LLC	1406 N DALE MABRY HWY STE 300	TAMPA, FL 33607
178	SHARLOW ALBERT R JR	801 TYRONE ST	PENSACOLA, FL 32507
179	SIMMONS TED W	1420 WILSON AVE	PENSACOLA, FL 32507
180	SMITH HAZEL J	615 EDGEWATER DR	PENSACOLA, FL 32507
181	SOMMERS MARGIE K EST OF	1027 S OLD CORRY FIELD RD	PENSACOLA, FL 32507
182	SPIRIT MASTER FUNDING VII LLC	2727 N HARWOOD ST STE 300	DALLAS, TX 75201
183	ST CLAIR KAREN	127 BRANDON AVE	PENSACOLA, FL 32507
184	STEPHENSON KAYLA &	1400 WILSON AVE	PENSACOLA, FL 32507
185	STORE MASTER FUNDING XIV LLC	8377 E HARTFORD DR STE 100+	SCOTTSDALE, AZ 85255
186	STRENGTH SHANNON &	PO BOX 4770	PENSACOLA, FL 32507-0770
187	STRUCK CRAIG	313 SE BAUBLITS DRIVE	PENSACOLA, FL 32507
188	SWENSON CHARLES EMIL JR	703 CHASEVILLE ST	+PENSACOLA, FL 32507
189	TAYLOR AARON &	1412 WILSON AVE	PENSACOLA, FL 32507
190	TAYLOR DORA ALLEN	107 DRUID DR	PENSACOLA, FL 32507
191	TEMPLETON ROGER W	1104 OLD CORRY FIELD RD	PENSACOLA, FL 32507
192	THOMPSON JIM H	116 BRANDON AVE	PENSACOLA, FL 32507
193	THOMPSON ROBERT J &	232 DELRAY DR	PENSACOLA, FL 32507
194	TMA PROPERTIES OF PENSACOLA LLC	720 W ENSLEY ST	PENSACOLA, FL 32534
195	TREADWAY JACK L &	4345 W WATERS AVE	TAMPA, FL 33614
196	TROUT THOMAS B JR	1401 DEXTER AVE	PENSACOLA, FL 32507
197	TURNER DAVID L	113 BRANDON AVE	PENSACOLA, FL 32507
198	TURNER STEVEN	39 DRUID DR	PENSACOLA, FL 32507
199	UNITED STATES GOVERNMENT	CORRY FIELD DEPT OF NAVY	WASHINGTON, DC 20301
200	UNITED STATES GOVERNMENT	DEPT OF NAVY PENTAGON+PENTAGON	WASHINGTON, DC 20301
201	URBAN DAVID	112 CAVALIER CIR	PENSACOLA, FL 32507
202	VANLANDINGHAM CHARLIE &	4147 PAINTER BRANCH RD	CRESTVIEW, FL 32539
203	VINES HAROLD	4071 WEST STATE HWY 18	MANILA, AR 72442
204	WADE LINDA M	1419 WILSON AVE	PENSACOLA, FL 32507
205	WAL-MART STORES EAST LP	WAL-MART PROPERTY TAX DEPT+PO BOX 8050+MS 0555	BENTONVILLE, AR 72712
206	WALSTON PAUL A	1216 W SUNSET DR	ATMORE, AL 36502
207	WARRINGTON CHURCH OF CHRIST INC	PO BOX 4171	PENSACOLA, FL 32507
208	WARRINGTON VILLAGE PROPERTIES INC	1401 E BELMONT ST	PENSACOLA, FL 32501
209	WARRINGTON WORSHIP CENTER INC	398 N NAVY BLVD	PENSACOLA, FL 32507
210	WEEKS SANDRA C	29800 ROYAL LN	ELBERTA, AL 36530
211	WELLS FARGO BANK TRUSTEE FOR	C/O OCWEN LOAN SERVICING LLC 5720 PREMIER PARK DRIVE+ATTN TRAILING DOCS	WEST PALM BEACH, FL 33407
212	WELLS ROXANNE	123 CAVALIER CIR	PENSACOLA, FL 32507
213	WHEDON SCOTT H	124 CAVALIER CIR	PENSACOLA, FL 32507
214	WHEELS UP INC	956 COMMERCE LOOP	GULF SHORES, AL 36542
215	WHITTIER KIYOMI HELEN	41 DRUID DR	PENSACOLA, FL 32507
216	ZINIEWICZ THOMAS	616 EDGEWATER DR	PENSACOLA, FL 32507
217	610 NAVY BLVD LLC	7512 LAKESIDE DR+MILTON, FL 32583	610 N NAVY BLVD
218	ALCOTT MICHAEL F	627 EDGEWATER DR+PENSACOLA, FL 32507	627 EDGEWATER DR
219	AREA HOUSING COMMISSION	PO BOX 18370+PENSACOLA, FL 32523	900 S OLD CORRY FIELD RD
220	BIGGERSTAFF ROBERT L	210 SE KALASH RD+PENSACOLA, FL 32507	606 S OLD CORRY FIELD RD
221	BLOOMFIELD INVESTMENT INC	8601 N PENSACOLA BLVD+PENSACOLA, FL 32534	526 N NAVY BLVD
222	CALIBER PENSACOLA LLC	309 E PACES FERRY RD NE STE# 400+ATLANTA, GA 30305	400 N NAVY BLVD
223	CHICK FIL A INC	5200 BUFFINGTON RD+ATLANTA, GA 30349	510 NAVY BLVD
224	COBB MARC A & JOYCE A	6445 SCENIC HWY+PENSACOLA, FL 32504	COAST RD
225	DUNG LAM T & VAN NG NGUYEN	401 S NAVY BLVD+PENSACOLA, FL 32507	1001 OLD CORRY FIELD RD
226	EMERALD COAST UTILITIES AUTHORITY	PO BOX 17089+PENSACOLA, FL 32522	OLD CORRY RD OFF OF
227	ESCAMBIA COUNTY	221 PALAFOX PL STE 420+PENSACOLA, FL 32502	400 BLK NAVY BLVD
228	ESCAMBIA COUNTY BOARD	221 PALAFOX PL STE 420+PENSACOLA, FL 32502	OLD CORRY RD OFF OF
229	ESCAMBIA SUN PRESS LLC	605 S OLD CORRY FIELD RD+PENSACOLA, FL 32507	605 S OLD CORRY FIELD RD
230	FL BBQ REALTY LLC	3783 HARTSFIELD RD+TALLAHASSEE, FL 32303	630 N NAVY BLVD
231	G B C INCORPORATED	804 OLD FORGE RD+CHAPIN, SC 29036	636 N NAVY BLVD
232	GLASS RAY BATTERIES INC	1056 E JACKSON ST+THOMASVILLE, GA 31792-4743	702 N NAVY BLVD
233	GULF POWER CO	PROPERTY TAX - PSX/JB+700 UNIVERSE BLVD+JUNO BEACH, FL 33408	1400 BLK CORRY RD
234	JOHNSTONE STACIE L	450 APACHE TRL+WOODLAND PARK, CO 80863-9441	629 EDGEWATER DR
235	KAZBOUR PROPERTIES INC	1326 LUMSDEN RD+BRANDON, FL 33511	610 S NAVY BLVD
236	LINDSAY BETTY JOYCE EST OF	C/O KICA LINDSAY-WESTON+1000 SOUTH FAIRFIELD DRIVE LOT 47+PENSACOLA, FL 32506	608 S OLD CORRY FIELD RD
237	MORTON TRACY MEMORIAL CHAPEL LLC	55 COAST RD+PENSACOLA, FL 32507	55 COAST RD
238	MURPHY OIL USA INC	PO BOX 7300+EL DORADO, AR 71731	690 N NAVY BLVD
239	NAVY CROSSINGS LLC	PO BOX 17341+PENSACOLA, FL 32522	720 N NAVY BLVD
240	NICHOLSON ROGER B	PO BOX 16152+PENSACOLA, FL 32507	610 S OLD CORRY FIELD RD
241	PEOPLES WATER SERVICE	22 WEST RD STE 300+TOWSON, FL 21204	200 BLK DELRAY DR
242	RED MANGO PROPERTIES INC	6360 CORPORATE PARK CIR SUITE # 1+FORT MEYERS, FL 33966	527 S OLD CORRY FIELD RD
243	UNITED STATES POSTAL SERVICE	1400 W JORDAN ST+PENSACOLA, FL 32501	901 S OLD CORRY FIELD RD
244	ADDED: Escambia County c/o Marcia	3363 West Park Pl, Pensacola FL	

REQUEST TO VACATE: A PORTION OF OPENED RIGHT-OF-WAY KNOWN AS CAMERON LANE
Petitioner: VWSS American, LLC



ESCAMBIA COUNTY
ENGINEERING DIVISION

MLW 7/18/19 DISTRICT 2

2016
Aerial Photo

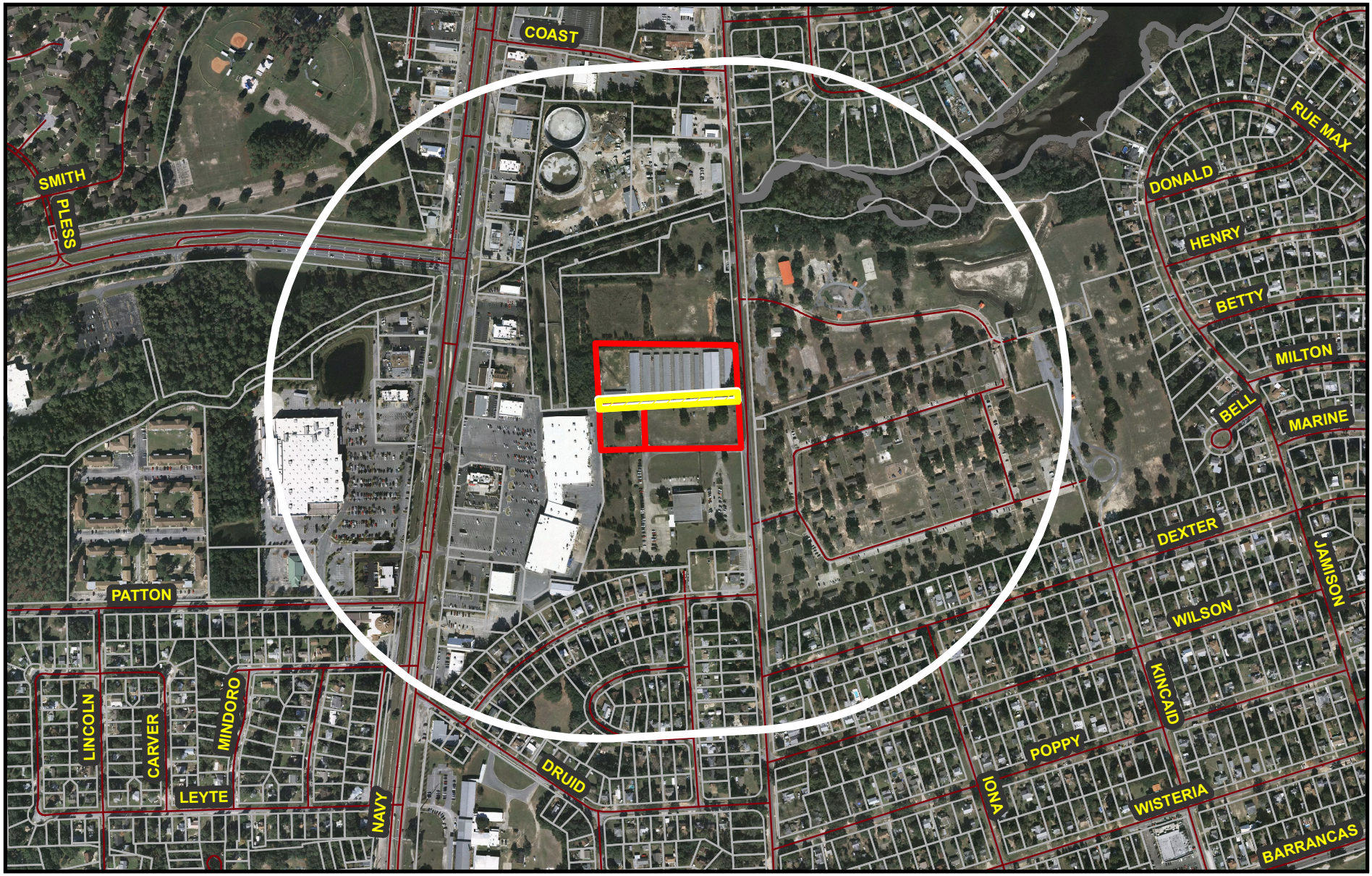
Petitioner's Property

Area To Be Vacated

REQUEST TO VACATE: A PORTION OF OPENED RIGHT-OF-WAY KNOWN AS CAMERON LANE

Petitioner: VWSS American, LLC

1500 Ft. Radius



ESCAMBIA COUNTY
ENGINEERING DIVISION

MLW 11/14/19 DISTRICT 2

N

2016
Aerial Photo

Petitioner's Property

Area To Be Vacated

From: Kulbeckas, Ann M - Pensacola, FL
To: Stacey W. Coker
Cc: Foreman, Annmarie M - Pensacola, FL
Subject: RE: [EXTERNAL] *Vacation of Cameron Lane Adjacent to Corry USPS on Agenda for Thursday, Nov. 7*
Date: Wednesday, November 06, 2019 1:36:55 PM

Thank you so much. My admin was over by your offices today and she was told that there would not be an agenda available until tomorrow morning and that the discussion on this item could be at any time during the day. You email confirms for me that the meeting this is included will not be held until 5:30. I will be there.

Ann M Kulbeckas
Postmaster Pensacola FL
850-437-6908 (Office)

From: Stacey W. Coker [mailto:SWCOKER@MyEscambia.com]
Sent: Wednesday, November 06, 2019 10:28 AM
To: Kulbeckas, Ann M - Pensacola, FL <ann.m.kulbeckas@usps.gov>
Subject: FW: [EXTERNAL] *Vacation of Cameron Lane Adjacent to Corry USPS on Agenda for Thursday, Nov. 7*

Good morning, Ms. Kulbeckas.

I work under Director Jones in the Engineering Department.

I read your email below. You are more than welcome to attend the meeting tomorrow night (Thursday, November 7th at 5:30) as the Request to Schedule the Public Hearing for Cameron Lane is on the agenda. If you wish to speak about the agenda item, please sign up to do so. When you enter into the BCC Chambers, there is a table to the left where you can sign up to speak. There will be County Staff there to assist you.

Also, I see that you mention that you have never heard of this area being referred to as Cameron Lane. That is the name listed on the road sign. If you know it as a different name, please let me know.

Thank you,
Stacey

From: "Kulbeckas, Ann M - Pensacola, FL" <ann.m.kulbeckas@usps.gov>
Date: November 4, 2019 at 3:56:58 PM CST
To: Joy Jones <DJJONES@myescambia.com>
Cc: "Kulbeckas, Ann M - Pensacola, FL" <ann.m.kulbeckas@usps.gov>, "Madrid, Esteban T - Pensacola, FL" <Esteban.T.Madrid@usps.gov>, "Foreman, Annmarie M - Pensacola, FL" <annmarie.m.foreman@usps.gov>, Alain Espinosa <aespinosa@myescambia.com>
Subject: FW: [EXTERNAL] *Vacation of Cameron Lane Adjacent to Corry USPS on Agenda for Thursday, Nov. 7*

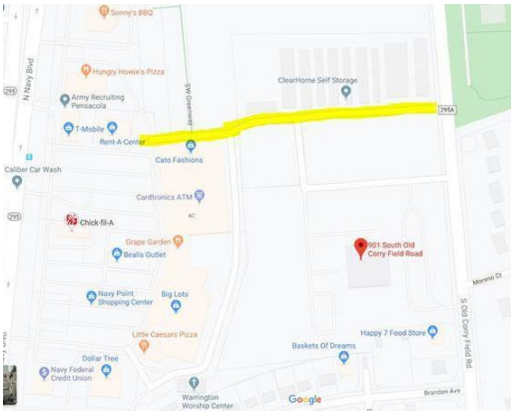
This message is for Joy Jones Public Works Director & County Engineer:

Greetings

My name is Ann M Kulbeckas and I am the Postmaster of the city of Pensacola. I received the email below from one of our customers to share her unease about the proposed change to the access road along the eastside of our Pensacola Warrington Branch at 901 S Old Corry Field Rd. I also have a concern and would like to attend the meeting listed on Thursday, November 7th. Or at the very least go on record saying the United States Postal Service opposes the proposed change from this road being a public access road to a private road. I have reached out to our Properties Department about this change based on the original agreement about the road that was signed in 1991.

Our postal vehicles and customers utilize that road on a regular basis. As you can see on the representation from Google Maps below the “street” extends out into the parking lot of the strip mall (400 N Navy Blvd). There are several speed bumps on it and they have been put in place and maintained by some entity. If not Escambia County, then who? The loss of access to the road will drive more traffic to the residential thoroughfare Brandon Ave to the west as Old Corry Field Road is shut down currently, and I might I add again. Also, I have never heard of this roadway being referred to as Cameron Lane. Is this a new designation? It is not on any of the maps I could access.

Thank you for your consideration on this issue and I look forward to hearing from you.



Ann M Kulbeckas
Postmaster Pensacola FL
850-437-6908 (Office)

630-240-7590 (Cell)

From: Melissa Pino [mailto:melissawpino@gmail.com]
Sent: Saturday, November 02, 2019 10:07 PM
To: Kulbeckas, Ann M - Pensacola, FL <ann.m.kulbeckas@usps.gov>; Foreman, Annmarie M - Pensacola, FL <annmarie.m.foreman@usps.gov>
Cc: Melissa Pino <melissawpino@gmail.com>
Subject: [EXTERNAL] *Vacation of Cameron Lane Adjacent to Corry USPS on Agenda for Thursday, Nov. 7*

re: County Administrator's Report I.10, " Recommendation Concerning the Scheduling of a Public Hearing to Consider the Vacation of an Opened Right-of-Way Known as Cameron Lane - Joy Jones, P.E., Engineering Department Director"

http://agenda.myescambia.com/agenda_publish.cfm?id=&mt=ALL&get_month=11&get_year=2019&dsp=agm&seq=16941&rev=0&ag=4349&ln=50704&nseq=17105&nrev=0&pseq=17074&prev=0#ReturnTo50704

Dear Chairwoman Kulbeckas and Madame Administrator Foreman,

The USPS will want to take notice that there is once again an attempt to vacate Cameron Lane, the access road just north of the Corry USPS, to the private landowner adjacent to the facility on the north. The decision on whether to hold a public hearing on this matter (which would then be scheduled for December 5, 2019, at 5:31 p.m.), will be voted on at this upcoming Thursday's BOCC meeting, November 7th 2019 (5:30 pm start).

I write this email to (1) inform the USPS that this vacation is once again being attempted; and (2) to request that the USPS be in official communication with the Board of County Commissioners and the County Attorney's Office to put a stop to this vacation immediately, and to preclude a public hearing on it at all.

As I understand it, there were two previous attempts on a vacation of this access between roughly 1997 and 2003. According to a former employee of the storage business abutting that road, each time it went on the BOCC agenda previously, the USPS put a stop to the vacation--for good reason.

I have linked to the page for the particular item above, which contains the "back up" for the item. As it stands, the narrative makes no sense, and seems to boil down to the following:

--the USPS granted the County an easement on that road, as long as the County maintained it;
--the County claims it has never maintained it;
--therefore the County has the authority to vacate the road to a private entity.

As a resident of Warrington and a frequent user of this USPS location, and someone who often uses Cameron Lane to travel east-west from Corry Road road to businesses to the west of the USPS, I hope that the USPS will once again intervene to stop this vacation.

**The new owner of the storage unit went as far as to put a gate over the entrance to this road a couple of weeks ago, and post office customers were not able to enter the facility from that access point while the gate was up. To the best of my knowledge, the gate has now been removed while the owner awaits a decision on the vacation.

Thank you for your attention to this matter. I would very much appreciate return emails confirming that you are in receipt of mine.

Yours truly,

Melissa Pino
Navy Point

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.

View from Old Corry Field Road looking toward shopping center

View from shopping center looking toward Old Corry Field Road

Petitioner: WWSS American, LLC

ESCAMBIA COUNTY
ENGINEERING DIVISION

MLW 7/18/19 DISTRICT 2

2016
Aerial Photo

Petitioner's Property

Area To Be Vacated

BUDGET AMENDMENTS TO RECOGNIZE THIS NEW REVENUE. P. 14

==========

[Document #: 1991000180 Book/Page: 0140/0176]

THE BOARD APPROVED A $150,000 CONTRACT WITH THE ESCAMBIA COUNTY UTILITIES AUTHORITY PROVIDING FOR THE INSTALLATION OF A MINIMUM OF 12 FIRE HYDRANTS AND APPROXIMATELY 7,100 LINEAR FEET OF WATER MAIN IN THE "S" STREET/ANDREW STREET PROJECT AREA IN CENSUS TRACT 17 AND AUTHORIZED THE CHAIRMAN TO EXECUTE THE CONTRACT AND DOCUMENTS REQUIRED TO IMPLEMENT THE PROJECT, IN ACCORDANCE WITH THE 1990 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ENTITLEMENT PROGRAM (INDEX CODE 487934). P. 14

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[Document #: 1991000181 Book/Page: 0140/0176]

THE BOARD TOOK THE FOLLOWING ACTION RE THE PROPOSED FLORIDA DEPARTMENT OF TRANSPORTATION CREIGHTON ROAD WIDENING PROJECT: AGREED TO MAINTAIN THE PROPOSED ADDITIONAL EXPANSION OF THE EXISTING COUNTY LANIER STREET POND; AGREED TO MAINTAIN THE NEW PROPOSED POND #2 (TO BE LOCATED AT THE EXISTING FARMER'S MARKET); AND APPROVED THAT ACCEPTANCE FOR MAINTENANCE WILL BE SUBJECT TO COMPLETION OF ALL CONSTRUCTION, DEEDING OF THE LAND TO ESCAMBIA COUNTY, AND FINAL INSPECTION BY BOTH THE FDOT AND COUNTY ENGINEERS. P. 14

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[Document #: 1991000182 Book/Page: 0140/0179]

THE BOARD ACCEPTED THE RIGHT-OF-WAY EASEMENT FROM THE UNITED STATES POSTAL SERVICE FOR POST OFFICE ROAD, LOCATED OFF OLD CORRY FIELD ROAD, FOR MAINTENANCE. P. 15

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[Document #: 1991000183 Book/Page: 0140/0181]

THE BOARD DIRECTED STAFF TO MEET WITH THE SUBDIVISION REGULATIONS BOARD OF REVIEW TO ADDRESS VARIOUS ASPECTS OF THE MEMO DATED 1/11/91, FROM CLIFTON "TRAVIS" WINDHAM, DIR., DEV. SERVICES, RE SUBDIVISION PROCEDURES, AND PROVIDE A REPORT BACK TO THE BOARD. THE MEMO ADVISED THAT THE LAST SENTENCE ON PAGE 2, ITEM 3, CONCERNING THE PROCEDURE FOR FINAL INSPECTIONS SHOULD BE STRICKEN; AND WOULD READ AS FOLLOWS: INSPECTION IS SCHEDULED WITH COUNTY ENGINEER, DIRECTOR OF ROAD OPERATIONS, ENGINEER OF RECORD AND CONTRACTOR. P.15

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[Document #: 1991000184 Book/Page: 0140/0182]

THE BOARD ADOPTED A RESOLUTION IN SUPPORT OF THE FEDERAL AVIATION ADMINISTRATION CONTINUING TO OPERATE ITS FLIGHT SERVICE STATION AT THE PENSACOLA REGIONAL AIRPORT. P. 15

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[Document #: 1991000185 Book/Page: 0140/0182]

THE BOARD APPROVED THE LETTER TO MR. D. K. WOOD, P.E., DISTRICT PLANNING MANAGER, FLORIDA DEPARTMENT OF TRANSPORTATION, CHIPLEY, FLORIDA, CONCERNING THE COUNTY'S REQUEST FOR DESIGNATION OF DAVIS HIGHWAY, FROM BURGESS ROAD TO UNIVERSITY PARKWAY, AS A "BACKLOGGED" FACILITY. P. 15

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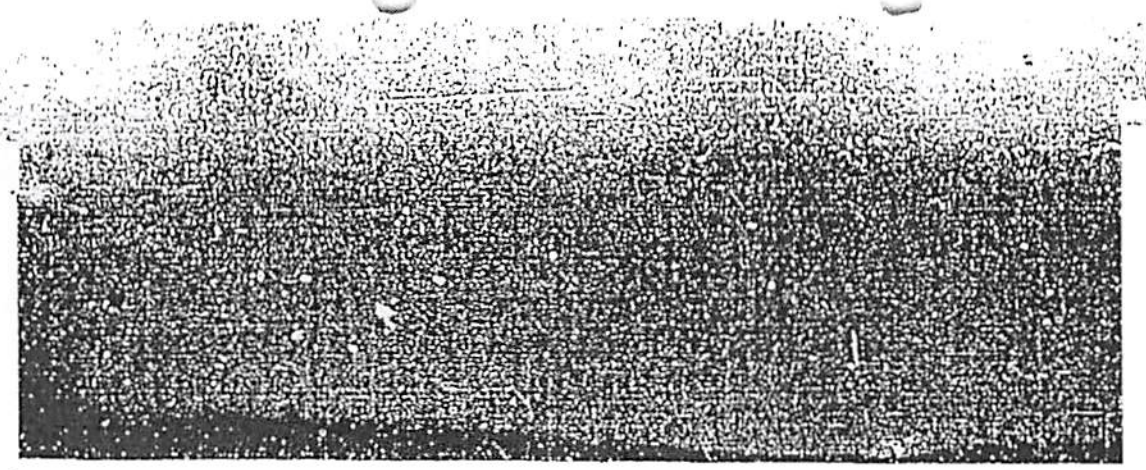

1/27/91

OR 2978 PG 647

RIGHT-OF-WAY EASEMENT

PENSACOLA, FL - WARRINGTON BRANCH

STATE OF FLORIDA

COUNTY OF ESCAMBIA

KNOW BY ALL MEN THESE PRESENTS, that the United States Postal Service (hereinafter "Grantor") being the owner of the parcel of land described in Exhibit "A", attached hereto and made a part of this document (hereinafter the "Parcel"), for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration paid by Escambia County, Florida (hereinafter "Grantee"), the receipt of which is hereby acknowledged, does hereby give, grant and quitclaim unto Grantee an easement or right-of-way for the construction, improvement, operation and maintenance of a public road upon and across the following land lying and being situated in Escambia County, Florida more particularly described as:

See Exhibit "A", attached hereto and made a part of this document.

TO HAVE AND TO HOLD the said easement or right-of-way unto the said Grantee for public road or highway purposes, so long as the same shall be used, operated or maintained as a public road or highway.

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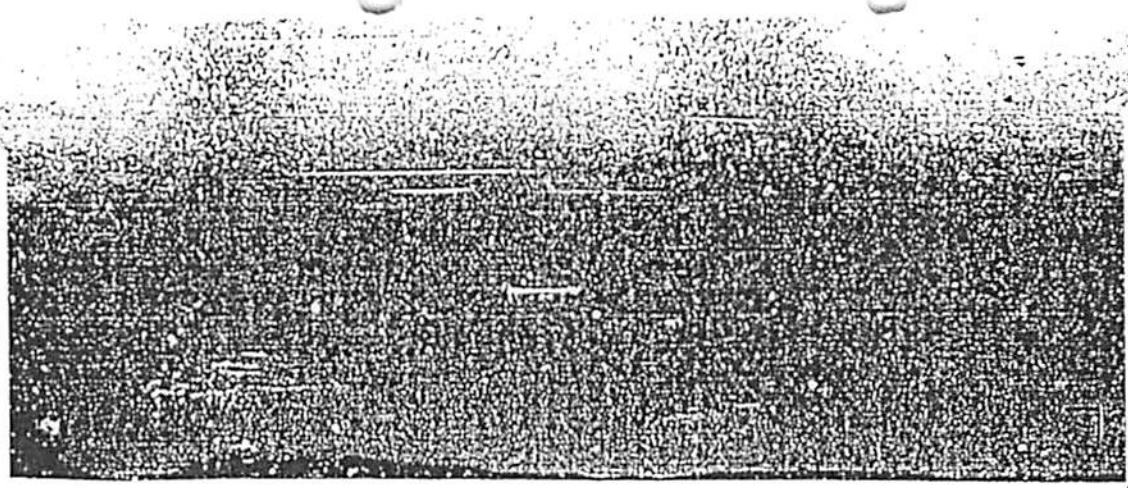

BK/297816 648

As part of the additional consideration referenced above, Grantee agrees to save Grantor harmless and indemnify the Lessor from all claims, damages, actions, cause of actions, expense and/or liability, or any loss, resulting from the use of the property by the general public. The Postal Service shall not be responsible for any repairs, maintenance, or for any liability whatsoever.

EXECUTED THIS 1ST DAY OF November, 1990.

UNITED STATES POSTAL SERVICE

Witness

Witness

BY: Jerry A. Adkins
Jerry A. Adkins
General Manager
Real Estate Division

ACKNOWLEDGMENT

STATE OF TENNESSEE

COUNTY OF SHELBY

I hereby certify that on this day before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Jerry A. Adkins, General Manager, Real Estate Division of the United States Postal Service, to me known to be the person described in and who executed the foregoing instrument, and acknowledged before me that he, in his capacity of General Manager, executed same, and that he, in that capacity, has the authority to execute same.

WITNESS my hand and official seal in the County and State last aforesaid this 1st day of November, 1990.

Martha D. Felts

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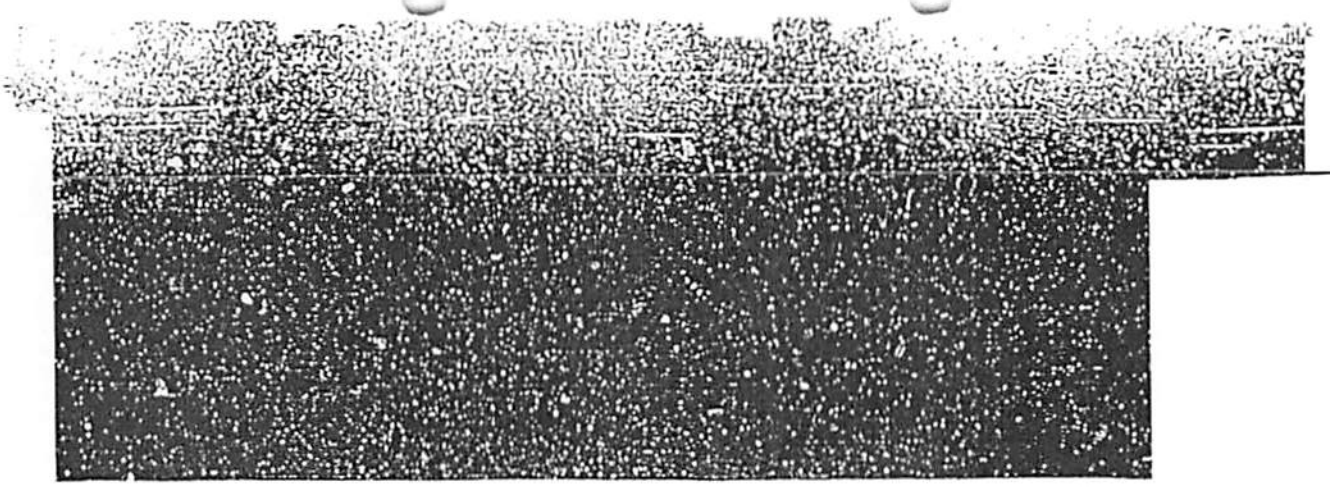

TITLE TO THE ABOVE PROPERTY accepted for public use by Escambia County, Florida, at the meeting of the Board of Commissioners of Escambia County, Florida, this 29th day of January, A.D., 1991.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By _____
Chairman

ATTEST: Joe A. Flowers
Comptroller

_____
Clerk

BOARD COUNTY COMMISSIONERS

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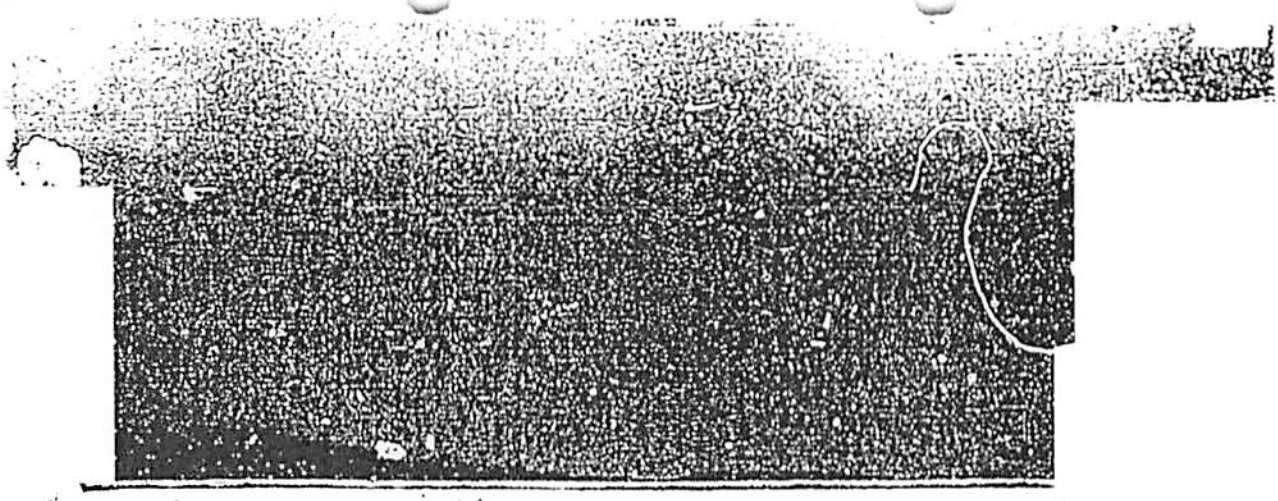

Exhibit "A"

Legal Description for right-of-way running west off of Corry Field Road at new Post Office

BK 2978 PG 650

A parcel of property 50.00 feet in width, for road right-of-way purposes, lying within 25.00 feet on either side of the following described centerline to-wit:

Commence at a concrete monument on the west right-of-way line of Corry Field Road (66' R/W), said monument being the southeast corner of Block 9, Corry Subdivision, a subdivision of a portion of Sections 50 and 51, Township 2 South, Range 30 West, Escambia County, Florida, as per the plat of said subdivision recorded at Plat Book 1 Page 55 of the public records of said County; thence run north along said west right-of-way line of Corry Field Road a distance of 874.70 feet for the POINT OF BEGINNING of said centerline; thence deflect left 90 degrees 02 minutes 37 seconds run westerly 642.57 feet to the termination point of said centerline. All lying and being in Section 50, Township 2 South, Range 30 West, Escambia County, Florida.

8619 45

FILED AND RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLA. ON

MAR 13 2 35 PM '91

IN BOOK & PAGE NOTED ABOVE BY A FLORIDA COMPTROLLER ESCAMBIA COUNTY

6970 Southgate

Beth Larrieu

From: Jodie Manale [Jodie_Manale@co.escambia.fl.us]
Sent: Tuesday, June 06, 2006 4:57 PM
To: stephen_west@co.escambia.fl.us
Subject: RE: Private Road Access

Thanks, Steve. These are all good questions to think about. Will get back with you if I can get answers.

Jodie Manale

-----Original Message-----
From: Stephen West [mailto:stephen_west@co.escambia.fl.us]
Sent: Thursday, May 25, 2006 9:27 AM
To: Jodie_Manale@co.escambia.fl.us
Cc: Beth Larrieu
Subject: RE: Private Road Access

Jodie:
Whether the County should assert the right of the public to the road is a policy decision that you must recommed to the BCC. From a legal perspective, there may not be sufficient public use of the road to establish a prescriptive right. Also, the fact that the previous use appears to be with the owner's permission works against the County claim for a prescriptive right.

In any case, I recommend that you first check with the Road and Engineering Departments to see if they want the responsibility of the road (assuming that the County can assert a prescriptive right, the road may not be sufficiently wide for a proper County road). Also, the answers to the following questions will help to develop your recommendation: Who built the road?; When was the road built?; Is the road sufficiently wide for the County to accept it?; Has the County ever maintained it?; If the County has maintained it - how often?; How many people use the road?; Is the road used to provide government services (check with the Post Office, for example). Do the Road and Engineering Departments want to assume the responsibility for it?; What is the injury to public health, safety, and welfare if the road is not available (e.g., is the unavailability of the road merely an inconvenience)?. How far out of their way does someone have to drive if the road is not available? You should also begin collecting the names, addresses, and telephone numbers of people who can testify to these issues. I will be better able to advise you regarding this once you provide the answers to these questions.

The residents may have a private prescriptive right to use the road, but the County cannot assert this right for them. They may have to retain their own attorney to assist them.

-----Original Message-----
From: Jodie Manale [mailto:Jodie_Manale@co.escambia.fl.us]
Sent: Wednesday, May 24, 2006 4:56 PM
To: Stephen West
Subject: FW: Private Road Access

Steve:

Please see Marcie's earlier msg. to you below. She is correct. This road had been used by hundreds and possibly thousands of people. It is a well known cut through from Old

Corry Field Road to Navy Blvd.

You may have replied to Marcie, but she is no longer with the CRA. I did not get copied on any response but still have residents contacting me with concern and requests for help to maintain the public use of the roadway. Please let me know how the County or the residents can or should proceed on this at your earliest convenience.

Thanks.

Jodie Manale

-----Original Message-----
From: Marcie Whitaker [mailto:Marcie_Whitaker@co.escambia.fl.us]
Sent: Thursday, April 06, 2006 12:26 PM
To: Stephen West
Cc: Jodie L. Manale
Subject: RE: Private Road Access

Steve,
This road has been used by the general public since it was put in. The owner has allowed the use in the past and is currently continuing to allow the use. He just recently posted it with signs stating "No Thru Traffic". What are the next steps that will need to be taken to assure the road can continue to be used by the general public?

Marcie Whitaker
Redevelopment Specialist
Community Redevelopment Agency
Neighborhood and Environmental Services Department Marcie_Whitaker@co.escambia.fl.us
850-595-3595

-----Original Message-----
From: Stephen West [mailto:Stephen_West@co.escambia.fl.us]
Sent: Thursday, March 30, 2006 5:06 PM
To: Marcie Whitaker
Cc: Beth Larrieu
Subject: RE: Private Road Access

Marcie:
The answer depends on what you mean by "public use." Use of a road by a member of the public does not necessarily constitute public use. Public use in this context means use by members of the public at large (think in terms of regular use of the road by hundreds or thousands of different people), not just a dozen or so residents of a neighborhood or subdivision. I would also need to know the nature of the use, intensity, duration, and whether the owner allowed the use in the past.

Only the BCC has the standing to assert the prescriptive rights of the public at large. The individuals who have been using the road may have acquired the private prescriptive right to continue using the road, but the BCC cannot assert this right for them. So it would be up to them to retain an attorney if they want to pursue this further.

-----Original Message-----
From: Marcie Whitaker [mailto:Marcie_Whitaker@co.escambia.fl.us]
Sent: Thursday, March 30, 2006 4:21 PMTo: Stephen West
Cc: Jodie L. Manale; Beth Larrieu
Subject: Private Road Access

Steve,
We had a question from a resident in the Barrancas Redevelopment Area regarding public access on a private road. I spoke to Dennis Moxley and he indicated in the past if documentation of public use could be provided the road could remain in use as a public thoroughfare; however, he referred me to the County Attorney's Office for clarification.

To provide some history, C[illegible]eron Lane, connecting Old Corry [illegible]eld Road to the rear of the Southgate Shopping Center, has been used by the public for some time. Real Estate Division confirmed that it is a privately owned road. Recently, the road was posted with No Thru Traffic Signs. It appears the property owner posted the road. The resident was wondering if there is any action that can be taken to retain public access of this road. I would appreciate any guidance you can provide regarding this matter.

Marcie Whitaker
Redevelopment Specialist
Community Redevelopment Agency
Neighborhood and Environmental Services Department Marcie_Whitaker@co.escambia.fl.us
850-595-3595

Beth A. Larrieu

From: Stephen G. West
Sent: Thursday, July 18, 2019 3:26 PM
To: Marcia L. Wieborg
Cc: Beth A. Larrieu
Subject: RE: Vacation Request - Cameron Lane

Marcia:

I don't have any information to dispute what Cooper says. A vacation does not confirm that a road is or was public; it just confirms that it's not. The vacation petition is necessary because the road had a potential public character at one time based on the Right-of-Way Easement recorded in OR 2978 at page 647. But that easement was only for as long as it was "used, operated or maintained as a public road." The petitioner wants a document recorded to reflect that the County is no longer using, operating or maintaining it (if it ever did).

From: Marcia L. Wieborg <MLWIEBORG@myescambia.com>
Sent: Thursday, July 18, 2019 3:04 PM
To: Stephen G. West <sgwest@myescambia.com>
Cc: Stacey W. Coker <SWCOKER@MyEscambia.com>
Subject: FW: Vacation Request - Cameron Lane

Steve:

There is a lot of confusion to whether this is a County Road or a Private Road. Joe defers to you for clarification.
Cooper says it is a private road not maintained by the County.
The Property Appraiser's website does not show an easement or right-of-way on their website.

I've attached the 2 Easements for your review along with the Petitioner's survey.

Can you gives us some clarity?

Thank you,

Marcia L. Wieborg
Real Estate Acquisition Specialist
Engineering Department

3363 West Park Place
Pensacola, FL 32505
Office: (850) 595-3485
Fax: (850) 595-3444
Email: mlwieborg@myescambia.com

From: Marcia L. Wieborg
Sent: Thursday, July 18, 2019 9:58 AM
To: Arthur W Mead <AWMEAD@myescambia.com>; Aaron J Smith <AJSMITH@myescambia.com>; Chris A. Curb <CACURB@myescambia.com>; Cooper Saunders <Cooper_Saunders@myescambia.com>; Jason Walters <JJWALTER@myescambia.com>; Joseph E. Barrett <JEBARRETT@myescambia.com>; John Dosh <JSDOSH@co.escambia.fl.us>; James E. Duncan <JEDUNCAN@myescambia.com>; Brent A Wipf <BAWIPF@myescambia.com>; Andrew D. Holmer <ADHOLMER@myescambia.com>
Cc: Joy Jones <DJJONES@myescambia.com>; Colby S. Brown <CSBROWN@myescambia.com>; Wesley J Moreno <WJMORENO@myescambia.com>; Scott R. Sanders <SRSANDERS@myescambia.com>; Stacey W. Coker <SWCOKER@MyEscambia.com>; Kara Johnson <kjohnson@myescambia.com>
Subject: Vacation Request - Cameron Lane

Good Morning:

The Petitioner has just purchased these properties (801 S. Old Corry Field Rd & 800 Blk of S. Old Corry Field Rd). A copy of Petitioner's Survey is attached.

They would like to vacate Cameron Lane. There was question if it was a private or a County road. The Property Appraiser's website does not show it as a right-of-way.

Petitioner has provided me with a Right-of-Way Easement (portion running through the Petitioner's property) and an Access Easement (portion running from Petitioner's property to shopping center). I've attached those for your reference.

Please let me know of your concerns or issues with this vacation request.

Thank you!

Marcia L. Wieborg
Real Estate Acquisition Specialist
Engineering Department

3363 West Park Place
Pensacola, FL 32505
Office: (850) 595-3485
Fax: (850) 595-3444
Email: mlwieborg@myescambia.com

6970

Beth Larrieu

From: Stephen West [stephen_west@co.escambia.fl.us]
Sent: Friday, May 26, 2006 8:42 AM
To: Jodie_Manale@co.escambia.fl.us
Cc: Beth Larrieu
Subject: RE: Private Road Access

Jodie:
I drove out to look at Cameron Lane on my lunch hour. This appears to be the same road that the Engineering Department wanted to use for the construction of the adjacent Warrington Linear Park. At the Engineering Department's request, I drafted an easement, which was conveyed by American Mini Storage, Inc. to the County. See Official Record Book 5912 at page 1208 of the public records. In light of the easement, it will be very difficult for the County to now assert a prescriptive right to the road. The easement is temporary and for the limited purpose of constructing the park, and there would be no reason for the County to have requested the easement if some prescriptive right to use it already existed. Also, the easement expressly recites that it shall not be construed to allow use of the road by the public.

-----Original Message-----
From: Jodie Manale [mailto:Jodie_Manale@co.escambia.fl.us]
Sent: Wednesday, May 24, 2006 4:56 PM
To: Stephen West
Subject: FW: Private Road Access

Steve:

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Redevelopment Specialist
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Sent: Thursday, March 30, 2006 4:21 PMTo: Stephen West
Cc: Jodie L. Manale; Beth Larrieu
Subject: Private Road Access

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Marcie Whitaker
Redevelopment Specialist
Community Redevelopment Agency
Neighborhood and Environmental Services Department Marcie_Whitaker@co.escambia.fl.us
850-595-3595

County Maintained Roads

MyEscambia Home / Public Works / County Maintained Roads

A searchable, sortable list of roads in Escambia County with start and end points, length, and maintenance information.

This road list is maintained for internal use by the Escambia County Engineering Department. Pursuant to Chapter 119, Florida Statutes, the road list is a public record that is available for inspection and copying by any person. While the Engineering Department strives to ensure that this list is current and accurate, Escambia County provides no warranties, expressed or implied, for the information contained in the road list. Under Florida law, Escambia County is not liable for errors or inaccuracies in its public records. Accordingly, persons who view the road list are strongly encouraged to verify the accuracy of the information with other sources.

Abutting Roadway Maintenance Disclosure (/docs/default-source/sharepoint-public-works/abuttingroadwaymaintenancedisclosure_0.pdf?sfvrsn=25b0696d_4)

cameron lane Search Show All

Note: if you are not finding the road you are looking for, try entering in any part of the street name.

Name ▲	From	To	Length (ft)	Maint By
CAMERON LANE	CORRY FIELD RD	676' WEST	676	Private

Old Corry Field Rd
900
Cameron Ln
I-99
PRIVATE

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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

DEPARTMENT: Planning and Engineering

FROM: Richard Duane, P.E., County Engineer

DATE: January 4, 2005

ISSUE: Easements For Warrington Linear Park

RECOMMENDATION:

That the Board take the following action concerning easements for Warrington Linear Park:

A. Authorize staff to negotiate, gather information, conduct inspections as needed, and resolve any matters related to, or associated with the donation of a Temporary Access & Construction Easement (approximately 0.77 acres) thought to be owned by American Mini Storage, Inc. and a Public Access Easement (approximately 0.60 acres) coming from Southgate Plaza 93, LTD ;

B. Authorize the payment of documentary stamps because these properties are being donated for governmental use, which is to provide access to construct the Warrington Linear Park handicapped parking area and access to the handicapped parking and the County benefits from this donation because it will allow a parking area for that part of the public that is handicapped;

C. Authorize payment of incidental expenditures associated with these acquisitions of property; and

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

[Funding Source: Fund 110 "Glenn Key Wetland Project"]

BACKGROUND:

At the June 3, 2004 meeting, the Board authorized staff to negotiate with Maine Fitness Management, Inc. & Southgate Plaza, Inc. for donations concerning the Warrington Linear Park Project. The negotiations with Maine Fitness Management, Inc. could not be completed so staff has redesigned the location of the easements and now needs authorization to obtain a Temporary Access and Construction Easement from American Mini Storage, Inc. and a Public Access Easement at a new designed location from Southgate Plaza 93, LTD.

BUDGETARY IMPACT:

Funds for any expenses associated with these donations are available in Fund 110, "Glenn Key Wetlands Project.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Temporary Access and Construction Easement document and the Public Access Easement document was approved as to form and legal sufficiency by Stephen West of the County Attorney's Office on December 21, 2004.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION/DISCUSSION:

These easement donations are consistent with current Board policy for accepting Temporary Access & Construction easements and Public Access Easements for County projects.

IMPLEMENTATION REQUIREMENTS:

Once Board approval is granted, Staff will proceed with the donation from American Mini Storage, Inc. and Southgate Plaza 93, LTD for this project. Staff will have the documents recorded and provide a copy to the owner of American Mini Storage, Inc. and to Southgate Plaza 93, LTD

COORDINATION WITH OTHER AGENCIES/PERSONS:

N/A

RD:DN:TWT:DLS:dfl

Attachments

c: Robert R. McLaughlin, Assistant County Administrator
Janet Lander, County Attorney

CONCUR:

George Touart, County Administrator

H:\ENG\WPDOCS\BCCrecs\2005_BCC_Meetings\01-20-05\ENG_DFL_TempAcc&ConsEsmt_AmerMini Stor&Southgate_01-20-05.doc

North Navy Blvd

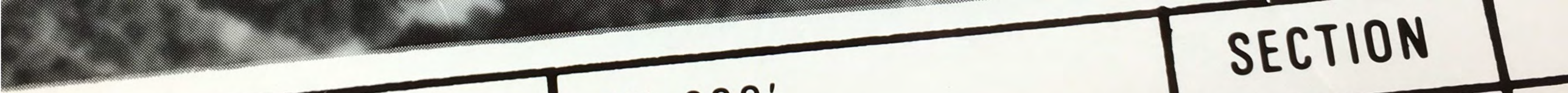
Cameron Lane

South Old Corry Field Road

NORTH

Apr 1976

PREPARED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE FLORIDA DEPARTMENT OF REVENUE	ESCAMBIA COUNTY	SCALE	1"=200'	SECTION	TWP	RANGE
		PHOTO DATE	APRIL 1976			



SCALE	1"=200'	SECTION
PHOTO DATE	APRIL, 1976	
PHOTO NO.	DOR-1888-11-07	

Cameron Lane
South Old Corry Field Road
NORTH
Mar 1981
North Navy Blvd

South Old Corry Field Road
North Navy Blvd
Cameron Lane
Barrancas Ave
NORTH
Mar 1981

SCALE	1" = 200'	SECTION	
PHOTO DATE	MAR. 1981		
PHOTO NO.	PD-2684		

South Old Corry Field Road
Cameron Lane
FIELD
NORTH
Sept 1983

0 200 400 600 800

PREPARED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION
FOR THE FLORIDA DEPARTMENT OF REVENUE

ESCAMBIA COUNTY
FLORIDA

SCALE	1" = 200'	SECTION	TWP.	RANGE
PHOTO DATE	SEPT. 1983		2-S	30

SCALE	1" = 200'	SECTION	TW
PHOTO DATE	SEPT. 1983		2-
PHOTO NO.	PD-3109		

North Navy Blvd
South Old Corry Field Road
Cameron Lane
NORTH
Nov 1986

0 200 400 600 800
SCALE 1"=200'

PREPARED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION
FOR THE FLORIDA DEPARTMENT OF REVENUE
FOR ASSESSMENT PURPOSES ONLY

ESCAMBIA COUNTY
FLORIDA

SCALE	1" = 200'	SECTION	TWP.	RANGE	SHEET NO.	MAP
PHOTO DATE	NOV. 1986		2 S	30 W	185 A	
PHOTO JOB NO.	PD-3618					

SCALE	1" - 200'	SECTION	TWP.
PHOTO DATE	NOV. 1986		2 S
PHOTO JOB NO.	PD-3618		

North Navy Blvd
South Old Corry Field Road
Cameron Lane
NORTH
Oct 1989

North Navy Blvd

Cameron Lane

South Old Corry Field Road

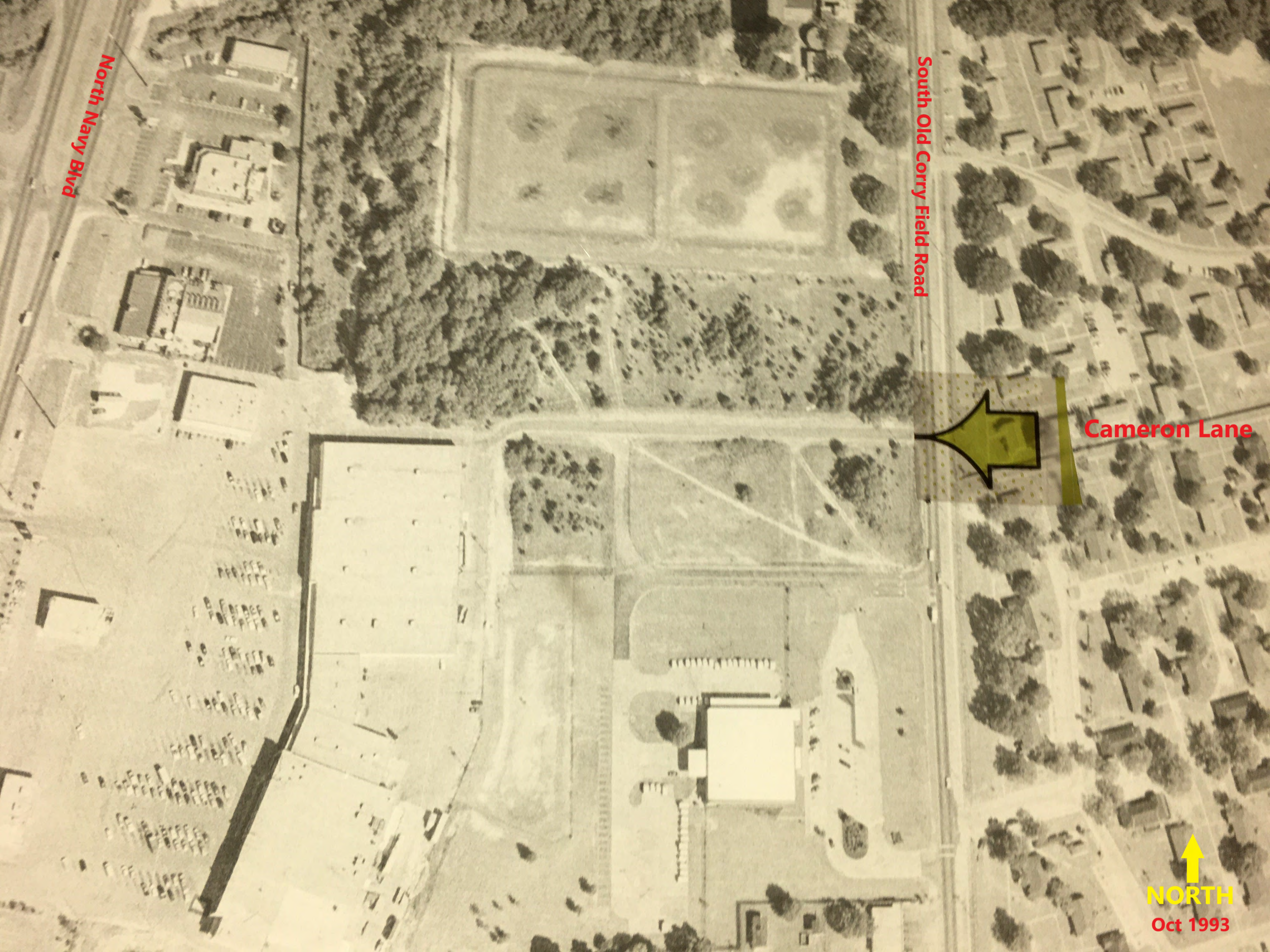
Barrancas Ave

NORTH

Oct 1989

SCALE	1" = 200'	SECTION	TWP.	RANGE	SHEET NO.	MAP
			02 S	30 W	185 A	

SCALE	1" = 200'	SECTION	TWP.
PHOTO DATE	OCT. 1989		02 S
PHOTO NO.	PD-3886		


North Navy Blvd
South Old Corry Field Road
Cameron Lane
NORTH
Oct 1993

South Old Corry Field Road

North Navy Blvd

Cameron Lane

Barrancas Ave

NORTH

Oct 1993

0 200 400 600 800

PREPARED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION
FOR THE FLORIDA DEPARTMENT OF REVENUE

FOR ASSESSMENT PURPOSES ONLY

ESCAMBIA COUNTY
FLORIDA

SCALE	1" = 200'	SECTION	TWP.	RANGE	SHEET NO.
PHOTO DATE	OCT. 93		02 S	30 W	185
PHOTO JOB NO.	PD-4216				

	SCALE	1" = 200'	SECTION	TWP.
	PHOTO DATE	OCT. 93		02 S
	PHOTO JOB NO.	PD-4216		

North Navy Blvd
South Old Corry Field Road
Cameron Lane
NORTH
Feb 1997

South Old Corry Field Road

Cameron Lane

North Navy Blvd

Barrancas Ave

NORTH

Feb 1997

ESCAMBIA COUNTY
FLORIDA

SCALE	1" = 200'	SECTION	TWP.	RANGE
PHOTO DATE	FEB., 1997			
PHOTO JOB NO.	PD-4492			

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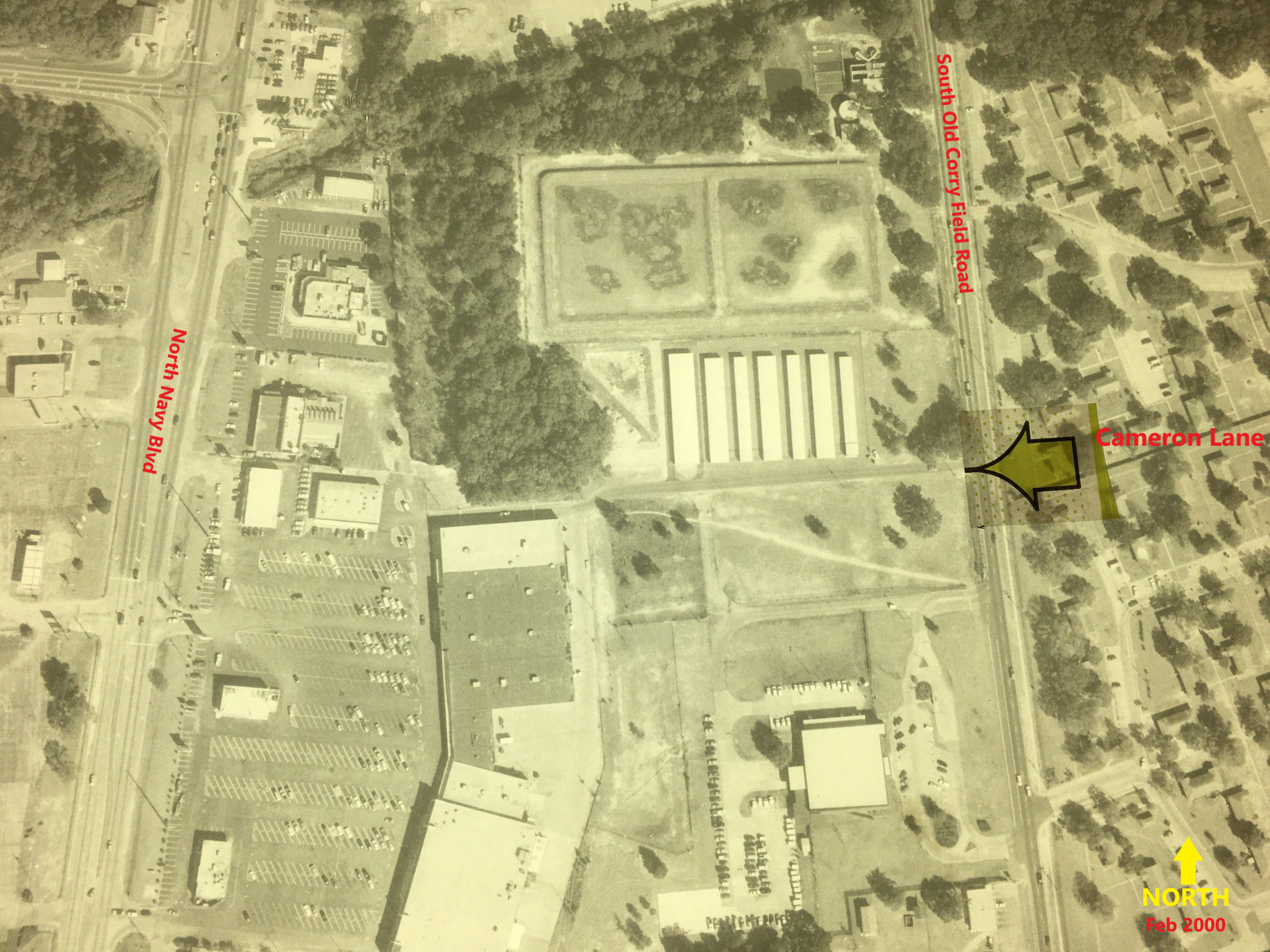
	PHOTO DATE	FEB., 1997		2 S	3
	PHOTO JOB NO.	PD-4492			


South Old Corry Field Road
North Navy Blvd
Cameron Lane
NORTH
Feb 2000

Cameron Lane
North Navy Blvd
South Old Corry Field Road
Barrancas Ave
NORTH
Feb 2000
PREPARED BY PARK AERIAL SURVEYS - LOUISVILLE, KY
FOR THE FLORIDA DEPARTMENT OF REVENUE
FOR ASSESSMENT PURPOSES ONLY
ESCAMBIA COUNTY
FLORIDA
SCALE
1"=200'
PHOTO DATE
FEB 2000
PHOTO JOB NO.
SECTION
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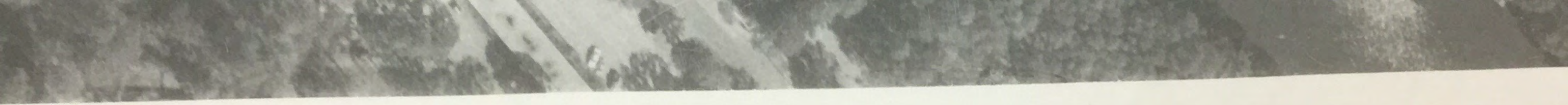

Y	SCALE	1"=200'	SECTION	TWP.	RA
	PHOTO DATE	FEB 2000		2 S	3
	PHOTO JOB NO.				

Cameron Lane - Timeline

1. October 31, 1986 – Letter to United States Postal Service (USPS) from Hugh J. Leitch, Architect, P.A. Firm concerning the design and site layout of the Warrington Post Office project.
2. December 4, 1987 – Inter-Office Memo to County Administrator Ellis from Commissioner Kelson asking staff to 'contact appropriate postal authorities concerning steps necessary to either have this road properly constructed to meet county standards and accepted as a county maintained road, or some modification of this which will allow the public to use it and the county to maintain it.'
3. December 14, 1987 – Inter-Office Memo from County Administrator Ellis to Public Works Director and County Engineer, Gary Bishop asking to investigate the Private Road at the South Gate Plaza Shopping Center (referencing the Dec. 4th memo from Commissioner Kelson).
4. January 8, 1988 – Memorandum to Commissioners; Discussion item – Private Road into South Gate Plaza Shopping Center.
5. January 26, 1988 – BCC Minutes referencing verbal report from Mr. Gary Bishop advising the County had previously maintained the road.
6. January 25, 1988 - Memorandum to Commissioners; Private Road into South Gare Plaza Shopping Center. References a Maintenance Letter; none found.
7. January 28, 1988 – Inter-Office Memo to Road Maintenance Superintendent to 'proceed posthaste in maintaining the road.' References an attachment; none found
8. March 13, 1991– Right of Way Easement from USPS to Escambia County, BCC
9. February 7, 1997 – Quitclaim Deed from USPS to American Mini-Storage
10. January 20, 2005 – Boar Rec regarding easements needed for Warrington Linear Park
11. May 23, 2006 – Temporary Access and Construction Easement between American Mini-Storage and Escambia County (Warrington Linear Park Project)
12. June 7, 2019 – Termination of Temporary Access and Construction Easement
13. June 28, 2019 – Special Warranty Deed from American Mini-Storage to VWSS American, LLC

South Gate Property:

14. November 29, 2006 – Access Easement Agreement between Southgate Plaza 93 (Shopping Center) and Escambia County (Warrington Linear Park)

RECEIVED
DEPT. OF PUBLIC WORKS
NOV 3 1986
A.M. 7|8|9|10|11|12|1|2|3|4|5|6 P.M.

HUGH J. LEITCH • ARCHITECT, P.A.
227 EAST INTENDENCIA STREET, P.O. BOX 928
PENSACOLA, FLORIDA 32594-0928 904/432-6196

31 October 1986

United States Postal Service
4000 DeKalb Technology Parkway
Building 500, Suite 550
Atlanta, GA 30340

Attention Mr. Fred Boyd

Re: Warrington Post Office, Pensacola, Florida

Gentlemen:

As requested during our 30% submittal review meeting on 21 October 1986, I met with Allen Burleson, Engineer with Escambia County Public Works Department, on 30 October 1986 to discuss the above noted Project. I reviewed with him the Site Plan, the design of the entrance drives and the new road located north of the building. It was his opinion that the County would not be interested in taking over the new road for the following reasons:

1. Was not a connecting street between existing County maintained roads.

2. Would be used as a service road for the Post Office and the shopping center to the west.

3. Would not be a beneficial access road for the County.

He stated that if the Postal Service wanted to make a presentation to the County Commissioners regarding this matter, they could do so any time.

I also discussed with him the two entry drives for the Project and it was his recommendation that acceleration and deceleration lanes following D.O.T. regulations would be necessary at Corry Field Road. He suggested an asphalt lane connecting the two drives and reworking the drainage ditch along the east property line by providing underground drainage structures to meet D.O.T. requirements. He had no problem with installing a 3 lane drive at each entrance if we felt it was necessary. He suggested a larger radius be used at the drives to accommodate large trucks. I informed him that I would relay the above information to you.

Please advise us what direction to take regarding this matter.

Hugh W. Kilpatrick, III

caw

c: Allen Burleson
Rasmussen-Byrne Engineering

ESCAMBIA COUNTY

INTER-OFFICE MEMORANDUM

TO: August V. Ellis DPA, County Administrator

FROM: Commission Chairman Kenneth J. Kelson

DATE: December 4, 1987

RE: Private Road behind South Gate Plaza Shopping Center

Subject road:

Runs off Old Corry Field Road west into the parking lot of South Gate Shopping Center.

This road is heavily used to get to shopping center as well as on to Navy Boulevard. During construction of the Post Office, this road was blocked off to public use and the sign is still in place. The new Post Office is about finished, and this office has received many calls concerning use of this road by the public.

Please have staff contact appropriate postal authorities concerning steps necessary to either have this road properly constructed to meet county standards and accepted as a county maintained road, or some modification of this which will allow the public to use it and the county to maintain it.

Bring this item forward to the Public Service Committee as soon as possible for discussion and possible Board action.

/blk
copy:Bob Koncar, Assistant County Administrator, P&O
Gary Bishop, Director, Public Works Department

ESCAMBIA COUNTY

INTER-OFFICE MEMORANDUM

RECEIVED
DEPT. OF PUBLIC WORKS
DEC 16 1987
A.M. P.M.
7|8|9|10|11|12|1|2|3|4|5|6

TO: Gary S. Bishop, P.E. Public Works Director

FROM: August M. Ellis, DPA, County Administrator

DATE: December 14, 1987

RE: Referral from Commissioner Kelson - Private Road/South Gate Shopping Center

Please investigate this request from the Chairman and insure that a report or recommendation is forwarded for the January Public Service Committee agenda.

AVE:blm

pc: Bob Koncar w/att

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
223 PALAFOX PLACE
P.O. BOX 1591
PENSACOLA, FLORIDA 32597-1591
TEL. (904) 436-5783
(SUNCOM) 682-5783

PHILLIP M. (PHIL) WALTRIP
District One

KENNETH J. KELSON
District Two

WILLIE J. JUNIOR
District Three

MURIEL W. WAGNER
District Four

GRADY ALBRITTON
District Five

AUGUST V. ELLIS, DPA
County Administrator

THOMAS R. SANTURRI
County Attorney

MEMORANDUM

TO: Board of County Commissioners

THRU: August V. Ellis, DPA
County Administrator A. V. Ellis

FROM: Gary S. Bishop, P. E., Director
Public Works Department G S Bishop

DATE: January 8, 1988

RE: Private Road into South Gate Plaza Shopping Center

Discussion Item

Some years ago, a private paved road was constructed west off of Old Corry Rd., to serve Moreno Courts. This road now serves as a rear entrance into the South Gate Plaza Shopping Center and as a second access for the new Post Office. The road appears to be on land purchased by the Post Office and could be legally blocked. Field inspections by staff indicate that the road does not meet current County standards, and that it is not a connecting street between existing County roads. The road is a service road for the Post Office and the Shopping Center. Traffic must drive through the Shopping Center parking lot to get to Navy Blvd.

If the Board of County Commissioners wishes to have this road remain open for public use, the Post Office will agree to deed the portion of road on their land to the County. However, any necessary improvements or modifications would be the County's responsibility. Staff recommends that the road remain private, and that public traffic into the shopping center use one of the other public roads connecting Old Corry Rd. to Navy Blvd.

GSB:ac

1/26/88 BCC accepted Road for maintenance.

pc: Gary S. Bishop, P.E., Public Works Dept. Dir.

Trim Shop); and

B. Burgess Road, Sarah Drive, and Appomattox Drive.

32. FOR INFORMATION: The Committee received a verbal report from County Administrator Ellis advising that the Property Appraiser's Office would be mailing out notices to property owners relative to the public hearings scheduled for February 11, 1988, and March 1, 1988, for consideration of the proposed Land Use Regulations Ordinance and Zoning Maps for zoning areas of Escambia County south of Ten Mile Road.

III. FOR COMMITTEE DISCUSSION - Continued

1. See Page 17 of This Resume.

2. The Board waived the Board's Speed Hump Policy and approved County crews installing two (2) speed humps on Cherokee Trail as a safety precaution due to traffic created by Sherwood Elementary School, at a cost of $1,031.58, not including fringe benefits, overhead and administrative cost; to be absorbed within the Traffic Engineering Sign Maintenance and Road Maintenance budgets.

3. The Board accepted a verbal report from Mr. Gary S. Bishop, Director of Public Works/County Engineer, concerning the private road off Old Corry Road used as a rear entrance into South Gate Plaza Shopping Center advising that the County has previously maintained the road.

4. The Board adopted a resolution stating that the Board would work with the Florida Department of Transportation (FDOT) relative to FDOT's request to not locate a landfill within a 2 1/2 mile radius (5 miles in diameter) of the proposed I-10 Welcome Station to be constructed by the State.

   For Information: The Board heard comments from Mr. Jim Devries, Department of Transportation (FDOT).

5. HELD: The Committee heard comments from Ms. Jennifer Hodnette, City of Pensacola Community Redevelopment Agency, and Mr. Robert S. Ator, Resident Manager, Escambia County Transit System, concerning the City of Pensacola's request to relocate or remove the bus terminal on South Palafox Street and requested staff to work with Ms. Hodnette and Mr. Ator for a report back to the Public Service Committee once a report and recommendation were prepared.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
223 PALAFOX PLACE
P.O. BOX 1591
PENSACOLA, FLORIDA 32597-1591
TEL. (904) 436-5783
(SUNCOM) 682-5783

PHILLIP M. (PHIL) WALTRIP
DISTRICT ONE

KENNETH J. KELSON
DISTRICT TWO

WILLIE J. JUNIOR
DISTRICT THREE

MURIEL W. WAGNER
DISTRICT FOUR

GRADY ALBRITTON
DISTRICT FIVE

AUGUST V. ELLIS, DPA
COUNTY ADMINISTRATOR

William R. Buztrey
Acting County Attorney

MEMORANDUM

TO: Board of County Commissioers

THRU: August V. Ellis, DPA
County Administrator

FROM: Gary S. Bishop, P.E., Director
Public Works Department/County Engineer

DATE: January 25, 1988

RE: Private Road Into South Gate Plaza Shopping Center
(P.S.C. III-3)

Additional Information:

The Public Service Committee on 1/14/88 referred to the January 26th Regular Board Meeting the discussion concerning the private road off Old Corry Road used as a rear entrance into South Gate Plaza Shopping Center for a report from staff as to whether or not the County has previously maintained the road. According to H. L. Pilkinton, Road Maintenance Superintendent, the road has been maintained by the County in excess of four years. A Maintenance Letter to this affect has been filed in the Engineering Services Division.

GSB:sm

ESCAMBIA COUNTY

INTER-OFFICE MEMORANDUM

TO: H. L. Pilkinton, Road Maintenance Superintendent

FROM: Gary S. Bishop, P.E., Director, Public Works Department/County Engineer

DATE: January 28, 1988

RE: Private Road Into South Gate Plaza Shopping Center

The attached informational report was presented to the Board on January 26, 1988. Based on this, the Board instructed staff to proceed posthaste in maintaining the road. Please handle.

GSB:sm

Attachment

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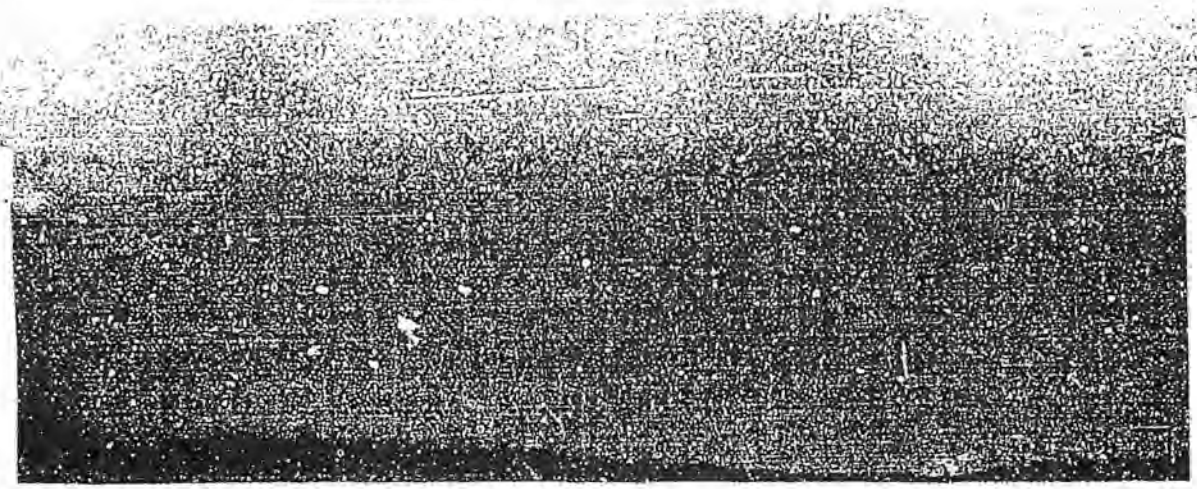

1/29/91

OR 2978 PG 647

17+2.50 deed

RIGHT-OF-WAY EASEMENT

PENSACOLA, FL - WARRINGTON BRANCH

STATE OF FLORIDA
COUNTY OF ESCAMBIA

KNOW BY ALL MEN THESE PRESENTS, that the United States Postal Service (hereinafter "Grantor") being the owner of the parcel of land described in Exhibit "A", attached hereto and made a part of this document (hereinafter the "Parcel"), for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration paid by Escambia County, Florida (hereinafter "Grantee"), the receipt of which is hereby acknowledged, does hereby give, grant and quitclaim unto Grantee an easement or right-of-way for the construction, improvement, operation and maintenance of a public road upon and across the following land lying and being situated in Escambia County, Florida more particularly described as:

See Exhibit "A", attached hereto and made a part of this document.

TO HAVE AND TO HOLD the said easement or right-of-way unto the said Grantee for public road or highway purposes, so long as the same shall be used, operated or maintained as a public road or highway.

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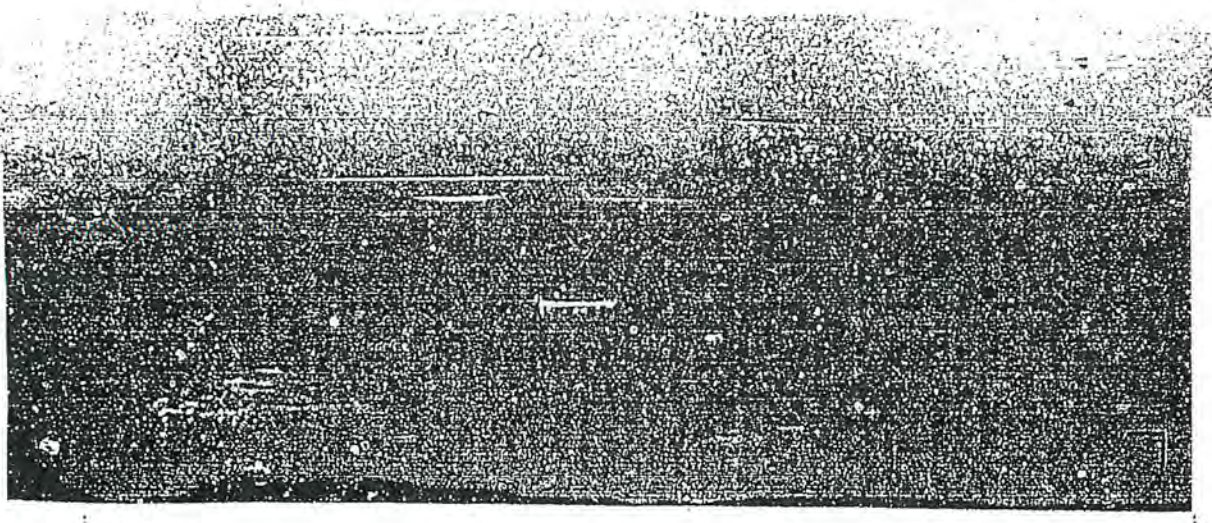

OR BK 2978 PG 648

As part of the additional consideration referenced above, Grantee agrees to save Grantor harmless and indemnify the Lessor from all claims, damages, actions, cause of actions, expense and/or liability, or any loss, resulting from the use of the property by the general public. The Postal Service shall not be responsible for any repairs, maintenance, or for any liability whatsoever.

EXECUTED THIS 1ST DAY OF November, 1990.

UNITED STATES POSTAL SERVICE

Witness

Witness

BY: Jerry A. Adkins
Jerry A. Adkins
General Manager
Real Estate Division

ACKNOWLEDGMENT

STATE OF TENNESSEE

COUNTY OF SHELBY

I hereby certify that on this day before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Jerry A. Adkins, General Manager, Real Estate Division of the United States Postal Service, to me known to be the person described in and who executed the foregoing instrument, and acknowledged before me that he, in his capacity of General Manager, executed same, and that he, in that capacity, has the authority to execute same.

WITNESS my hand and official seal in the County and State last aforesaid this 1st day of November, 1990.

Martha D. Felts

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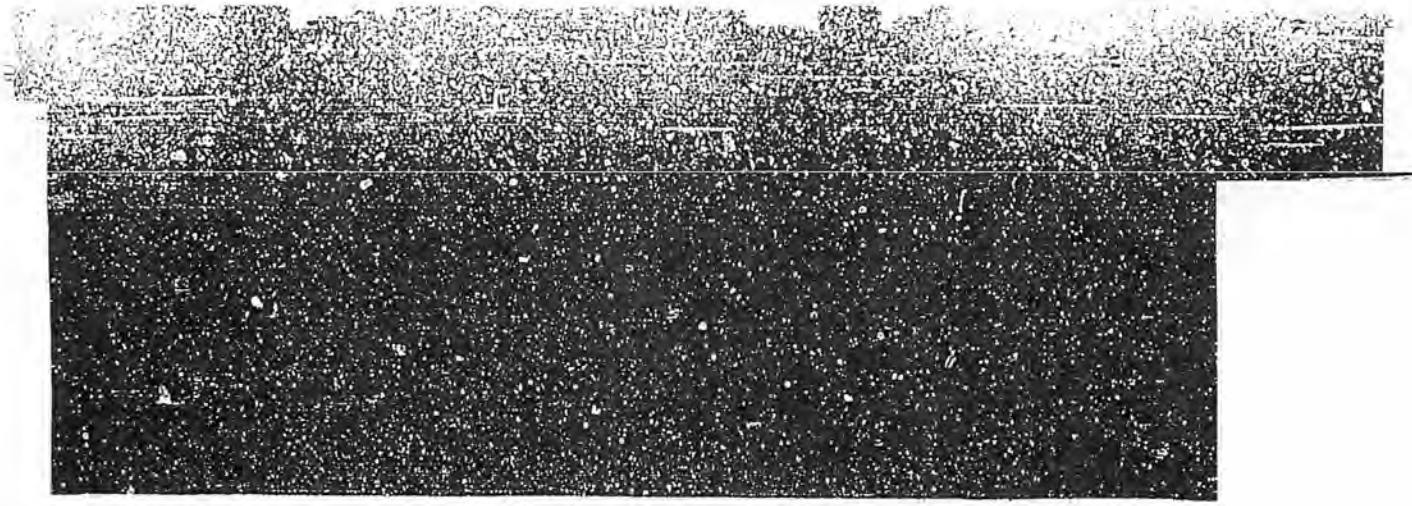

TITLE TO THE ABOVE PROPERTY accepted for public use by Escambia County, Florida, at the meeting of the Board of Commissioners of Escambia County, Florida, this 29th day of January, A.D., 1991.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By _____
Chairman

ATTEST: Joe A. Flowers
Comptroller

_____
Clerk

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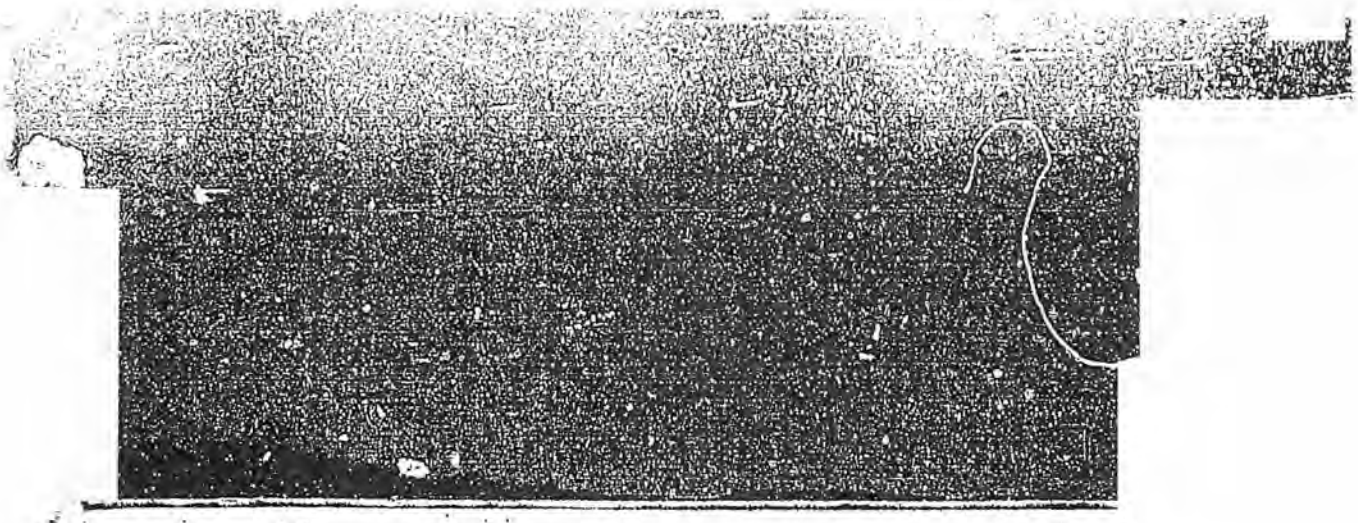


Exhibit "A"

Legal Description for right-of-way running west off of Corry Field Road at new Post Office

OR BOOK 2978 PG 650

A parcel of property 50.00 feet in width, for road right-of-way purposes, lying within 25.00 feet on either side of the following described centerline to-wit:

Commence at a concrete monument on the west right-of-way line of Corry Field Road (66' R/W), said monument being the southeast corner of Block 9, Corry Subdivision, a subdivision of a portion of Sections 50 and 51, Township 2 South, Range 30 West, Escambia County, Florida, as per the plat of said subdivision recorded at Plat Book 1 Page 55 of the public records of said County; thence run north along said west right-of-way line of Corry Field Road a distance of 874.70 feet for the POINT OF BEGINNING of said centerline; thence deflect left 90 degrees 02 minutes 37 seconds run westerly 642.57 feet to the termination point of said centerline. All lying and being in Section 50, Township 2 South, Range 30 West, Escambia County, Florida.

8 8 1 9 4 5

FILED AND RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA CO., FLA. ON

MAR 13 2 35 PM '91

IN BOOK & PAGE NOTED ABOVE JOE A. FLOWERS, COMPTROLLER ESCAMBIA COUNTY

Rec 24.00
Doc St. 700.00
724.00

OR BK 4098 PG0637
Escambia County, Florida
INSTRUMENT 97-361173

DEED DOC STAMPS PD @ ESC CO $ 700.00
02/07/97 ERNIE LEE MAGAHA, CLERK
By:

This Instrument Prepared By:

LARRY DONELL BLANCHARD, ATTY
UNITED STATES POSTAL SERVICE
3980 DEKALB TECH PKY STE 840
ATLANTA, GEORGIA 30340-2778

QUITCLAIM DEED

STATE OF FLORIDA

COUNTY OF ESCAMBIA

THIS INDENTURE, made this 4th day of February, 1997, between the UNITED STATES POSTAL SERVICE, an independent establishment of the executive branch of the Government of the United States, whose post office address is Facilities Service Office, 4000 DeKalb Technology Parkway, Building 300 - Suite 300, Atlanta, Georgia 30340-2799, hereinafter referred to as Grantor, under and pursuant to the powers and authority contained in the Postal Reorganization Act (P.L. 91-375, 12 August 1970; 84 Stat. 719), and AMERICAN MINI-STORAGE, INC., a Florida corporation, whose post office address is 6102 Tippin Avenue, Pensacola, Florida 32504, hereinafter referred to as Grantee,

WITNESSETH: That the said Grantor, for and in consideration of the sum of ONE HUNDRED THOUSAND AND 00/100 ($100,000.00) DOLLARS, to it in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, hereby conveys and quitclaims to the said Grantee, all its right, title and interest in the following described land, situate, lying and being in the County of Escambia and State of Florida to-wit:

OR BK 4098 PG0638
Escambia County, Florida
INSTRUMENT 97-361173

AS SET FORTH ON EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

TOGETHER with all right, title, or interest of the Grantor in and to any streams, alleys, roads, streets, ways, strips, gores, or railroad rights-of-way abutting or adjoining said lands.

Said premises are conveyed and quitclaimed subject to any existing easements for public roads or highways, utilities, railroads or pipelines.

IN WITNESS WHEREOF said Grantor has hereunto set its hand and affixed its seal the day and year first above written.

OR BK 4098 PG0639
Escambia County, Florida
INSTRUMENT 97-361173

Signed, sealed and delivered in our presence:

UNITED STATES POSTAL SERVICE

Jo Thompson
Witness Signature

BY: Patricia A. Ferrari
PATRICIA A. FERRARI
Real Estate Specialist

Jo Thompson
Print Name of Witness

Witness Signature

JENNY A. HERNDON
Print Name of Witness

STATE OF TENNESSEE)
) SS
COUNTY OF SHELBY)

The foregoing instrument was acknowledged before me this 4th day of February, 1997, by PATRICIA A. FERRARI, as Contracting Officer on behalf of the United States Postal Service.

CYNTHIA J. GOODWIN NOTARY PUBLIC AT LARGE SHELBY CO. TN

Signature of Notary Public
State of Tennessee

Commission Expires June 10, 2000

Cynthia J Goodwin
Print, Type or Stamp Commissioned Name of Notary Public

Personally Known ✓ or Produced identification _____

Type of Identification Produced _____

OR BK 4098 PG0640
Escambia County, Florida
INSTRUMENT 97-361173

QUIT CLAIM DEED
GRANTOR: UNITED STATES POSTAL SERVICE
GRANTEE: AMERICAN MINI-STORAGE, INC.

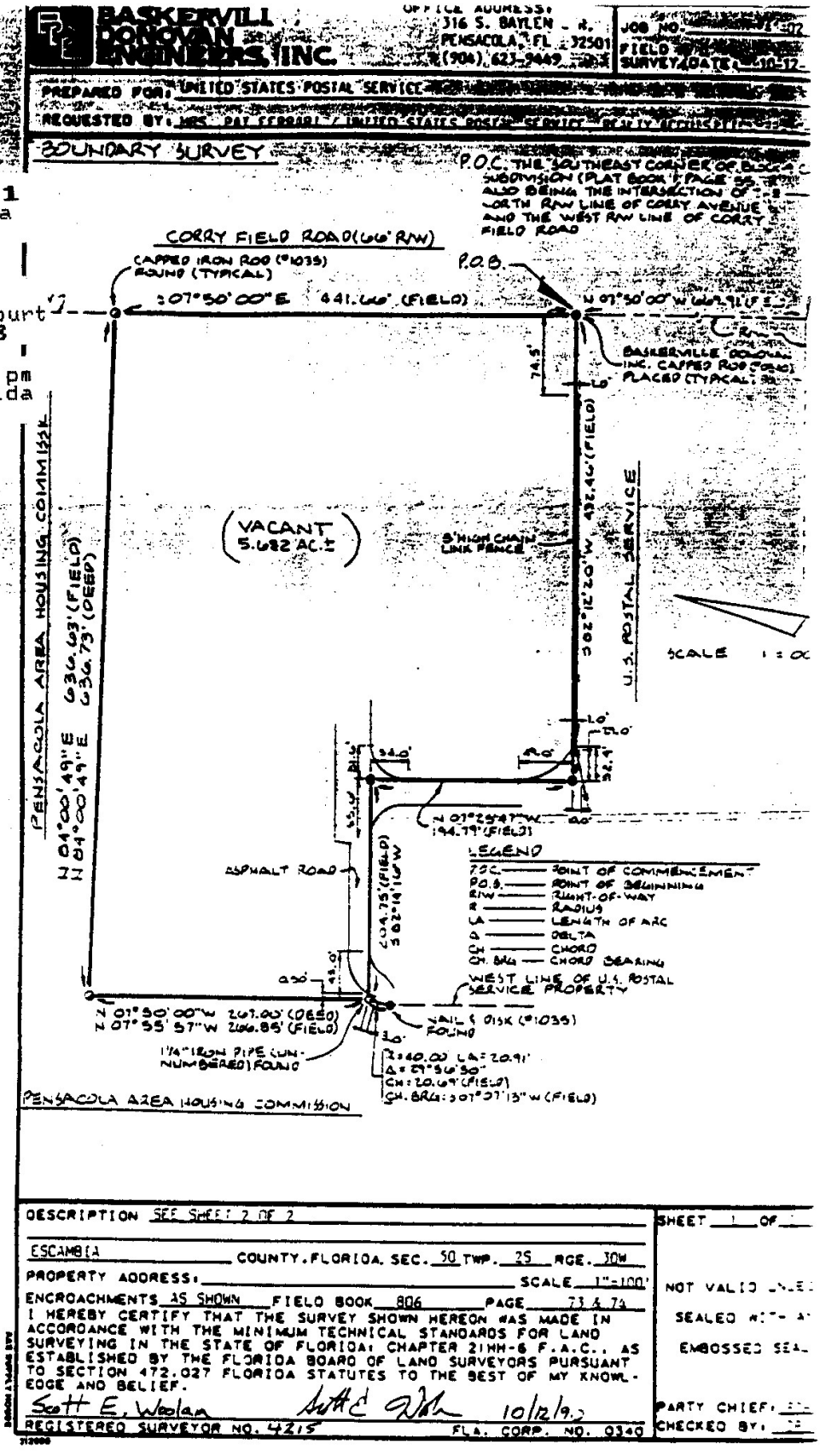
EXHIBIT A

Commence at the Southeast corner of Block "9" Corry Subdivision as recorded in Plat Book 1, at Page 55 of the Public Records of Escambia County, Florida, said point being the intersection of the North right-of-way line of Corry Avenue (50' R/W) and the West right-of-way line of Corry Field Road (66' R/W); thence proceed North 07°50'00" West along said West right-of-way line of Corry Field Road a distance of 669.91 feet to the Point of Beginning; thence departing said West right-of-way line go SOuth 82°12'20" West a distance of 432.46 feet; thence proceed North 07°25'47" West a distance of 194.79 feet; thence proceed South 82°14'16" West a distance of 204.75 feet; thence proceed North 07°55'57" West a distance of 266.85 feet; thence proceed North 84°00'49" East a distance of 636.63 feet to the aforesaid West right-of-way line of Corry Field Road; thence proceed South 07°50'00" East along said West right-of-way line a distance of 441.66 feet to the Point of Beginning. The above described parcel of land is situated in Section 50, Township 2 South, Range 30 West, Escambia County, Florida, and contains 5.682 acres, more or less.

OR BK 4098 PG0641
Escambia County, Florida
INSTRUMENT 97-361173

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 97-361173

RCD Feb 07, 1997 12:16 pm
Escambia County, Florida



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

DEPARTMENT: Planning and Engineering

FROM: Richard Duane, P.E., County Engineer

DATE: January 4, 2005

ISSUE: Easements For Warrington Linear Park

RECOMMENDATION:

That the Board take the following action concerning easements for Warrington Linear Park:

A. Authorize staff to negotiate, gather information, conduct inspections as needed, and resolve any matters related to, or associated with the donation of a Temporary Access & Construction Easement (approximately 0.77 acres) thought to be owned by American Mini Storage, Inc. and a Public Access Easement (approximately 0.60 acres) coming from Southgate Plaza 93, LTD ;

B. Authorize the payment of documentary stamps because these properties are being donated for governmental use, which is to provide access to construct the Warrington Linear Park handicapped parking area and access to the handicapped parking and the County benefits from this donation because it will allow a parking area for that part of the public that is handicapped;

C. Authorize payment of incidental expenditures associated with these acquisitions of property; and

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

[Funding Source: Fund 110 "Glenn Key Wetland Project"]

BACKGROUND:

At the June 3, 2004 meeting, the Board authorized staff to negotiate with Maine Fitness Management, Inc. & Southgate Plaza, Inc. for donations concerning the Warrington Linear Park Project. The negotiations with Maine Fitness Management, Inc. could not be completed so staff has redesigned the location of the easements and now needs authorization to obtain a Temporary Access and Construction Easement from American Mini Storage, Inc. and a Public Access Easement at a new designed location from Southgate Plaza 93, LTD.

BUDGETARY IMPACT:

Funds for any expenses associated with these donations are available in Fund 110, "Glenn Key Wetlands Project.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Temporary Access and Construction Easement document and the Public Access Easement document was approved as to form and legal sufficiency by Stephen West of the County Attorney's Office on December 21, 2004.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION/DISCUSSION:

These easement donations are consistent with current Board policy for accepting Temporary Access & Construction easements and Public Access Easements for County projects.

IMPLEMENTATION REQUIREMENTS:

Once Board approval is granted, Staff will proceed with the donation from American Mini Storage, Inc. and Southgate Plaza 93, LTD for this project. Staff will have the documents recorded and provide a copy to the owner of American Mini Storage, Inc. and to Southgate Plaza 93, LTD

COORDINATION WITH OTHER AGENCIES/PERSONS:

N/A

RD:DN:TWT:DLS:dfl

Attachments

c: Robert R. McLaughlin, Assistant County Administrator
Janet Lander, County Attorney

CONCUR:

George Touart, County Administrator

H:\ENG\WPDOCS\BCCrecs\2005_BCC_Meetings\01-20-05\ENG_DFL_TempAcc&ConsEsmt_AmerMini Stor&Southgate_01-20-05.doc

Recorded in Public Records 05/23/2006 at 04:20 PM OR Book 5912 Page 1208, Instrument #2006052567, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $27.00 Deed Stamps $0.70

2788

This Document Was Prepared by:
Stephen G. West
Assistant County Attorney
Escambia County attorney's Office
14 West Government Street, Room 411
Pensacola, Florida 32502
(850) 595-4970

STATE OF FLORIDA
COUNTY OF ESCAMBIA

TEMPORARY ACCESS AND CONSTRUCTION EASEMENT

THIS GRANT OF TEMPORARY ACCESS AND CONSTRUCTION EASEMENT is made this 11th day of February, 2005, by and between American Mini-Storage, Inc., whose address is 801 South Old Corry Field Road, Pensacola, Florida 32507 (Grantor), and Escambia County, Florida, a political subdivision of the State of Florida, whose address is 223 Palafox Place, Pensacola, Florida 32502 (Grantee).

WITNESSETH:

WHEREAS, Grantor is the owner of certain land located in Escambia County, Florida, more particularly described in Exhibit A (the Property); and

WHEREAS, Grantee desires to enter upon the Property for the purpose of access to and construction of the adjacent Warrington Linear Park Project (the Project); and

WHEREAS, Grantor has agreed to grant a Temporary Access and Construction Easement to Grantee over and across the Property under the terms and conditions set forth below:

NOW, THEREFORE, Grantor, for and in consideration of the sum of One Dollar ($1.00) and other valuable consideration paid by Grantee to Grantor, does grant to Grantee, and its employees, contractors, and agents, an easement over and across the Property for access to and construction of the Project. However, this Temporary Access and Construction Easement shall not be construed to allow for access to the general public either during construction or following completion of the Project.

THIS TEMPORARY ACCESS AND CONSTRUCTION EASEMENT shall expire 120 days after final completion of the park.

Signed, sealed and delivered
in our presence as Witnesses:

Witness Daisy L Steed
Print Name Daisy L. Steed

Witness J. Scott Early
Print Name S Scott Early

GRANTOR:
American Mini-Storage, Inc.

By: John R Williams Pres
John Williams, President

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 9th day of February 2005, by John Williams, President of American Mini-Storage, Inc., a Florida corporation, on behalf of the corporation. He ( ) is personally known to me, or (X) has produced current Florida Driver's License as identification.

Daisy L. Steed
Signature of Notary Public

"OFFICIAL SEAL"
DAISY L. STEED
My Commission Expires 8/26/08
Comm. No. DD 301915

Daisy L. Steed
Printed Name of Notary Public

(Notary Seal)

ACCEPTANCE

This Temporary Access and Construction Easement was accepted by Escambia County, Florida on the 11th day of February 2005, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on January 20, 2005.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

J. W. Dickson, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk

SEAL
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA CO., FL

This document approved as to form
and legal sufficiency.
By
Title Asst. County Attorney
Date Dec. 21, 2004

A LEGAL DESCRIPTION COMING FROM AMERICAN MINI STORAGE INC.
A PORTION OF 50-2S-30-1000-010-001

EXHIBIT "A"

THAT PORTION OF O.R. BOOK 4098, PAGE 637, TO BE USED FOR A TEMPORARY ACCESS AND CONSTRUCTION EASEMENT, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A CONCRETE MONUMENT AT THE NORTHWEST CORNER OF GOVERNMENT LOT 1, SECTION 52, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE RUN SOUTH 87 DEGREES 29 MINUTES 28 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID GOVERNMENT LOT 1 A DISTANCE OF 342.18 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF CORRY FIELD ROAD (70' R/W); THENCE RUN SOUTH 03 DEGREES 26 MINUTES 19 SECONDS EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 1893.75 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE COURSE LAST RUN FOR 46.54 FEET; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE RUN SOUTH 86 DEGREES 37 MINUTES 42 SECONDS WEST A DISTANCE OF 431.15 FEET; THENCE RUN NORTH 03 DEGREES 02 MINUTES 20 SECONDS WEST A DISTANCE OF 15.02 FEET; THENCE RUN SOUTH 86 DEGREES 38 MINUTES 51 SECONDS WEST A DISTANCE OF 204.68 FEET; THENCE RUN NORTH 03 DEGREES 34 MINUTES 53 SECONDS WEST A DISTANCE OF 53.28 FEET; THENCE RUN NORTH 88 DEGREES 35 MINUTES 40 SECONDS EAST A DISTANCE OF 636.26 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF CORRY FIELD ROAD AND THE POINT OF BEGINNING. ALL LYING AND BEING IN SECTION 50, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINING 0.77 ACRES, MORE OR LESS.

H:\ENG\WPDOCS\Landacquisition\W\WarringtonLPark\AmericanMIniStorageJOHN WILLIAMS\MiniWarehouse_DElgl.doc

Recorded in Public Records 6/7/2019 10:17 AM OR Book 8108 Page 711, Instrument #2019049914, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $10.00

This document was prepared by:
Stephen G. West
Senior Assistant County Attorney
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, FL 32502

Warrington Linear Park Project

STATE OF FLORIDA
COUNTY OF ESCAMBIA

TERMINATION OF TEMPORARY ACCESS AND CONSTRUCTION EASEMENT

By action of the Board of County Commissioners of Escambia County, Florida, on June 6, 2019, the Temporary Access and Construction Easement by and between American Mini-Storage, Inc., and Escambia County, Florida, recorded in Official Record Book 5912 at page 1208 of the public records of Escambia County, Florida, is hereby confirmed terminated, and the Clerk of the Circuit Court is authorized and directed to record this instrument in the public records.

EXECUTED on this 6th day of June, 2019.

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

Lumon J. May, Chairman

BOARD OF COUNTY COMMISSIONERS SEAL ATTEST ESCAMBIA CO., FL

Pam Childers
Clerk of the Circuit Court

Deputy Clerk

Date: June 6, 2019

BCC Approved: 6/6/2019

This document approved as to form and legal sufficiency.
By:
Title: Asst. County Attorney
Date: May 7, 2019

Recorded in Public Records 6/28/2019 8:44 AM OR Book 8120 Page 474, Instrument #2019056346, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $35.50 Deed Stamps $20,335.00

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Otten, Johnson, Robinson, Neff & Ragonetti, P.C.
950 17th Street, Suite 1600
Denver, Colorado 80202
Attn: Thomas J. Balmat, Esq.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is dated as of the 27th day of June 2019, between AMERICAN MINI-STORAGE INC., a Florida corporation ("Grantor"), whose street address is 591 Windrose Circle, Pensacola, Florida 32507 and VWSS AMERICAN, LLC, a Colorado limited liability company ("Grantee"), whose street address is 1830 S. Bannock Street, Suite 200, Denver, Colorado 80223.

WITNESSETH, that Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto Grantee, all of that certain real property in the County of Escambia and State of Florida that is legally described on **Exhibit A** attached hereto (the "Property");

TOGETHER WITH all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever, of Grantor, either in law or equity, of, in and to the Property;

TO HAVE AND TO HOLD the Property unto Grantee forever;

SUBJECT only to the matters set forth on **Exhibit B** attached hereto, provided that nothing in **Exhibit B** shall serve to reimpose any such matters.

AND Grantor hereby binds itself and its successors to warrant and defend the title, as against all acts of Grantor herein and none other, subject to the matters set forth in **Exhibit B**.

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed as of the day and year first written above.

GRANTOR:

AMERICAN MINI-STORAGE, INC.,
a Florida corporation

By: _____
Name: John R. Williams
Title: President

_____
Witness Name: Charles L Hoffman Jr

_____
Witness Name: April L. Swift

STATE OF FLORIDA)

COUNTY OF ESCAMBIA)

The foregoing instrument was acknowledged before me this 25th day of June, 2019, by John R. Williams as President of American Mini-Storage, Inc., a Florida corporation. on behalf of the corporation. He/She
WITNESS my hand and official seal.

_____
NOTARY PUBLIC - STATE OF FLORIDA
Typed Name: Charles L. Hoffman, Jr.
My Commission Expires: 02-28-2021

Seal

CHARLES L. HOFFMAN JR.
State of Florida-Notary Public
Commission # GG 55709
My Commission Expires
February 28, 2021

EXHIBIT A
TO SPECIAL WARRANTY DEED

(Legal Description)

PARCEL 1:
Commence at the Southeast corner of Block "9", Corry Subdivision, as recorded in Plat Book 1 at Page 55 of the Public Records of Escambia County, Florida, said point being the intersection of the North right-of-way line of Corry Avenue (50' R/W) and the West right-of-way line of Corry Field Road (66' R/W); thence proceed North 07°50'00" West along said West right-of-way line of Corry Field Road a distance of 669.91 feet to the Point of Beginning; thence departing said West right-of-way line go South 82"12'20" West a distance of 432.46 feet; thence proceed North 07°25'47" West a distance of 194.79 feet; thence proceed South 82°14'16" West a distance of 204.75 feet; thence proceed North 07°55'57" West a distance of 266.85 feet; thence proceed North 84°00'49" East a distance of 636.63 feet to the aforesaid West right-of way line of Corry Field Road; thence proceed South 07°50'00" East along said West right-of-way line a distance of 441.66 feet to the Point of Beginning. The above described parcel of land is situated in Section 50, Township 2 South, Range 30 West, Escambia County, Florida.

PARCEL 2:
Commence at the Southeast corner of Block 9, Corry Subdivision as recorded in Plat Book 1 at Page 55 of the Public Records of Escambia County, Florida, said point being the intersection of the North right of way line of Corry Avenue (50' R/W) and the West right of way line of Corry Field Road (66' R/W); thence go North 07°50'00" West along said West right of way line 669.91 feet; thence departing said West line, go West 432.46 feet to the point of beginning; thence continue South 82°12'20" West 203.04 feet; thence go North 07°55'57" West 194.90 feet; thence go North 82°14'16" East 204.75 feet; thence go South 07°25'47" East 194.79 feet to the point of beginning.

EXHIBIT B
TO SPECIAL WARRANTY DEED

(Permitted Exceptions)

1. Taxes for the year 2019 and subsequent years, which are not yet due and payable.

2. Distribution Easement granted to Gulf Power Company, as more fully set forth in the document recorded in Official Records Book 2946, Page 417, of the Public Records of Escambia County, Florida.

3. Right-of-way Easement granted to Escambia County, as more fully set forth in the document recorded in Official Records Book 2978, Page 647, of the Public Records of Escambia County, Florida.

4. Rights of others to the use of Cameron Lane, which at the date of policy is in existence through the center of the insured land, to use same for ingress and egress from adjoining properties and for access to, and maintenance of, the possible underground sewer lines that may exist throughout the insured land. This matter is specifically excluded from the affirmative coverages provided by the Florida ALTA 9-06 and Florida ALTA 9.2-06 endorsements.

5. Rights of tenants, as tenants only, under unrecorded leases of individual storage units, with no rights of first refusal or options to purchase the property.

6. The following matters revealed on the Survey prepared by David A. Nix, PRN: 5057, Blew & Associates P.A. on behalf of Partner Engineering and Science, Inc., dated May 7, 2019 under Job No.: 19-2456:
    a. Encroachment of fence onto adjoining lands both to the South and North of insured land;
    b. Overhead power lines encroach outside of designated easement area; and
    c. Gate shown along southern boundary of Parcel 1, evidencing apparent access point from asphalt drive to the south of insured lands without the benefit of an easement.

Recorded in Public Records 11/29/2006 at 10:10 AM OR Book 6038 Page 1522, Instrument #2006118667, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $69.50 Deed Stamps $0.70

69.50
7.20
7.20

This document prepared by:
Stephen G. West, Assistant County Attorney
Escambia County Attorney's Office
14 W. Government Street, Room 411
Pensacola, FL 32502
(850) 595-4970

STATE OF FLORIDA
COUNTY OF ESCAMBIA

ACCESS EASEMENT AGREEMENT

Not Agenda Backup
11-17-06 P.Attkn
(Form approved 1-20-05)

THIS ACCESS EASEMENT AGREEMENT (this "Agreement") is made this 17th day of November, 2006, by SOUTHGATE PLAZA 93, LTD., a Colorado limited partnership, whose address is 1720 South Bellaire Street, Suite 1209, Denver, Colorado 80222, ("Grantor") in favor of THE BOARD OF COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, whose address is 223 Palafox Place, Pensacola, Florida 32502 ("Grantee").

RECITALS

A. Grantor is the owner of the real property legally described on **Exhibit A** attached hereto and incorporated herein by this reference (the "Burdened Property"). Grantee is the owner of the real property legally described on **Exhibit B** attached hereto and incorporated herein by this reference (the "Benefited Property").

B. Grantor desires to grant and convey to and in favor of Grantee and for the benefit of the Benefited Property, and Grantee desires to accept a conveyance from Grantor of, a non-exclusive, perpetual easement for vehicular and pedestrian ingress and egress (but not parking) over and across a portion of the Burdened Property in the location more particularly described on **Exhibit C** attached hereto and incorporated herein by this reference (the "Access Easement Area"), which easement for ingress and egress shall be appurtenant to and run with the Benefited Property.

AGREEMENT

1. Easement. Grantor hereby grants and conveys to Grantee and its Permittees (as hereinafter defined) a non-exclusive, perpetual easement (hereinafter the "Easement") in, over, across and through the Access Easement Area for vehicular and pedestrian ingress, egress and access (but not parking) to and from the Benefited Property as more particularly described on **Exhibit C** hereto. Grantee agrees that no portion of the Easement Area shall be used for parking. Grantor hereby reserves unto itself and its Permittees the right to use the Easement and Access Easement Area for all uses not inconsistent with the uses as set forth in this Agreement.

2. Permittees. "Permittees" shall mean and refer to any and all employees, contractors, invitees, and visitors of Grantor and Grantee.

3. Maintenance of Easement. Grantor shall be obligated to maintain the Access Easement Area in good condition and repair. In accordance with the foregoing, Grantor shall have the right to temporarily close or prevent the use of all or a portion of the Access Easement Area for any period of time reasonably necessary to fulfill its obligations hereunder.

http://dory.escambiaclerk.com/LandmarkWeb1.4.6.134//Document/GetDocumentForPrint... 5/23/2019

4. Relocation of Access Easement Area. Grantor shall retain the unfettered right to relocate, in its sole and absolute discretion, the Access Easement Area. If Grantor wishes to exercise such relocation right, Grantor shall provide written notice to Grantee of the relocation, and thereafter the parties shall file such documents of record as may be necessary to memorialize the change.

5. Notices. All notices, consents, or other instruments or communications provided for under this Agreement shall be in writing, signed by the party giving the same, and shall be deemed properly given and received when actually delivered and received or three business days after mailed, if sent by registered or certified mail, postage prepaid, to:

If to Grantor:

Southgate Plaza 93, Ltd.
1720 S. Bellaire Street, Ste 1209
Denver, CO 80222
Attention: Jason Bost

If to Grantee:

County Commissioner
Escambia County
223 Palafox Place
Pensacola, FL 32502

A copy to:

County Attorney
Escambia County
14 W. Government Street, Rm 411
Pensacola, FL 32502

or to such other address as Grantor or Grantee may designate by written notice to the other party.

6. Mechanics' Lien. Nothing contained herein shall authorize the Grantee, or any person or entity acting through, with, or on behalf of the Grantee, to subject the Burdened Property, or any portion thereof, to mechanics' liens. If any lien shall be filed against the Burdened Property, and the Grantee is charged with causing such lien, the Grantee, at its expense, shall cause the lien to be discharged.

7. Successors and Assigns. Grantor and Grantee hereby covenant and agree that the terms and provisions of this Agreement shall operate as covenants running with the land and shall inure to the benefit of and be binding upon the Grantor and Grantee, their respective Permittees, and each of their respective successors and assigns; provided, however, if Grantor or Grantee sells or transfers its interest in its respective Property, it shall automatically be released from any liability hereunder subsequent to such sale or transfer but not as to any liability for periods during its period of ownership. Neither Grantor nor Grantee may assign or otherwise convey its rights and obligations under this Agreement to any third party which is not a successor in fee simple ownership of the subject Property.

8. Subordination. Notwithstanding anything herein to the contrary, the easement rights granted and conveyed hereby are acknowledged and declared to be expressly subordinate to any and all existing and hereinafter created mortgages, deeds of trust and/or security instruments encumbering the Burdened Property, or any part thereof (including that Renewed, Restated and Amended Mortgage, Security Agreement and Fixture Filing dated April 2, 2004 recorded April 7, 2004 as Instrument No. 2004-225053 in Book 5380 Page 0094 of the Public Records of Escambia

County, Florida, as such may have been subsequently assigned), with the consequence that any person or entity, their successors and assigns, obtaining an interest in the Burdened Property, or any part thereof, as a result of or following foreclosure, whether such foreclosure is judicial or via the exercise of a power of sale, shall take free and clear of this easement and said easement shall be extinguished and of no further force or effect.

9. Severability. In the event any clause, sentence or any portion of the terms, conditions, covenants and provisions of this Agreement are deemed illegal, null or void for any reason, or are held by any court of competent jurisdiction to be so, the remaining portions of this Agreement shall remain in full force and effect.

10. Captions for Convenience. All headings and captions used herein are for convenience only and are of no meaning in the interpretation or effect of this Agreement.

11. Exhibits. All exhibits to this Agreement are incorporated herein and made a part hereof as if fully set forth herein.

12. Modifications. This Agreement contains the sole and entire understanding among the parties with respect to its subject matter and, except as may otherwise be provided herein, this Agreement shall not be modified or amended except by an instrument in writing executed by Grantor and Grantee.

13. No Waiver. No waiver by Grantor or Grantee of any default under this Agreement shall be effective or binding upon such party unless made in writing. No waiver of any default shall be deemed a waiver of any other or subsequent default hereunder.

14. Compliance with Laws. Grantee shall be entitled to the use of the Easement as provided herein only to the extent that such use does not violate, or cause the violation of, any federal, state, or local statute, ordinance, rule or regulation.

15. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

[remainder of page intentionally left blank]

GRANTOR:

SOUTHGATE PLAZA 93, LTD,
a Colorado limited partnership

Witness _____
Print Name Jason Best

Witness _____
Print Name Ronald Coleman

By: _____
Name: Martin H. Herzog
Title: President of Becky, Inc., the sole general partner of Southgate Plaza 93, Ltd.

F. Patrick Listermann
as agent for Martin H. Herzog, P's Manager

STATE OF COLORADO
COUNTY OF Denver

The foregoing Access Easement Agreement acknowledged before me this 2 day of November, 2006, by Martin H. Herzog, as President of Becky, Inc., the sole general partner of SOUTHGATE PLAZA 93, LTD, a Colorado limited partnership, on behalf of the partnership.

WITNESS my hand and official seal.

[seal]

Carol M. Williams
Notary Public

My commission expires: 8-22-07

[Signature Blocks Follow on Next Page]

http://dory.escambiaclerk.com/LandmarkWeb1.4.6.134//Document/GetDocumentForPrint... 5/23/2019

BK: 6038 PG: 1526

GRANTEE:

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

D. M. "Mike" Whitehead, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court
SEAL

BCC APPROVED 11-20-2005

Date Executed
11-17-2006

This document approved as to form and legal sufficiency.
By
Title Asst. County Attorney
Date Nov. 16, 2006

BK: 6038 PG: 1527

EXHIBIT A

The Land is described as follows:

A parcel of land in Section 50 Township 2 South Range 30 West, Escambia county, Florida, described as follows:

Commence at a permanent reference monument at the Southeast corner of Block 9 of Corry, a Subdivision according to plat recorded in Plat Book 1 at Page 55 of the public records of said county; thence go South 82 degrees 10 minutes 00 seconds West along the South line of the said Block 9 a distance of 270.00 feet to the East line of Corry Drive (a County right of way 50 feet in width); thence go North 07 degrees 50 minutes 00 seconds West along the East line of Corry Drive a distance of 120.00 feet to the North boundary of the said Corry Subdivision; thence go South 82 degrees 10 minutes 00 seconds West a distance of 496.88 feet to a concrete monument and the point of beginning of this description; thence go South 14 degrees 06 minutes 30 seconds West a distance of 51.14 feet; thence go North 87 degrees 59 minutes 00 seconds West a distance of 119.29 feet; thence go South 02 degrees 01 minutes 00 seconds West a distance of 49.00 feet; thence go South 55 degrees 08 minutes 48 seconds West a distance of 100.00 feet; thence go North 87 degrees 59 minutes 00 seconds West a distance of 40.00 feet; thence go North 02 degrees 01 minutes 00 seconds East a distance of 125.00 feet; thence go North 42 degrees 59 minutes 00 seconds West a distance of 35.36 feet; thence go North 87 degrees 59 minutes 00 seconds West a distance of 329.44 feet to the East line of Admiral Murray Blvd. (Navy Blvd. a County right of way 200 feet in width); thence go North 02 degrees 01 minutes 00 seconds East along the said right of way line a distance of 645.00 feet; thence go South 87 degrees 59 minutes 00 seconds East a distance of 150.00 feet; thence go North 02 degrees 01 minutes 00 seconds East a distance of 125.00 feet; thence go South 87 degrees 59 minutes 00 seconds East a distance of 151.21 feet; thence go North 07 degrees 50 minutes 00 seconds West a distance of 590.07 feet to the center line of Jackson Creek; thence with the center line of Jackson Creek go North 65 degrees 16 minutes 39 seconds East a distance of 85.69 feet; thence go South 07 degrees 50 minutes 00 seconds East a distance of 650.00 feet; thence go North 82 degrees 12 minutes 00 seconds East a distance of 213.67 feet to a point on a non-tangent circular curve concave to the East having a radius of 40.00 feet and a chord bearing South 07 degrees 11 minutes 04 seconds West; thence go Southwesterly along the said curve an arc distance of 20.21 feet to a point of tangency; thence go South 07 degrees 51 minutes 00 seconds East a distance of 131.43 feet; thence go South 07 degrees 51 minutes 13 seconds East a distance of 202.88 feet; thence go South 14 degrees 06 minutes 30 seconds East a distance of 335.82 feet to the point of beginning.

As recorded in Official Record Book 3392 at Page 263 of the public records of Escambia County, Florida.

EXHIBIT B

AREA HOUSING COMMISSION PARCEL

THAT PORTION OF D.B. 476, PAGE 244 REPRESENTING TAX PARCEL NUMBER 50-2S-30-1000-000-001 LYING SOUTH OF BAYOU CHICO CREEK FOR A PUBLIC GREEN WAY AND PARK FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT A CONCRETE MONUMENT AT THE NORTHWEST CORNER OF GOVERNMENT LOT 1, SECTION 52, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE RUN SOUTH 87 DEGREES 29 MINUTES 28 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID GOVERNMENT LOT 1 A DISTANCE OF 342.18 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF CORRY FIELD ROAD (70' R/W); THENCE RUN SOUTH 03 DEGREES 26 MINUTES 19 SECONDS EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 1924.47 FEET; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE RUN SOUTH 86 DEGREES 33 MINUTES 45 SECONDS WEST A DISTANCE OF 848.59 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 03 DEGREES 30 MINUTES 55 SECONDS WEST A DISTANCE OF 692.62 FEET TO THE CENTERLINE OF BAYOU CHICO CREEK; THENCE RUN NORTH 67 DEGREES 50 MINUTES 56 SECONDS EAST ALONG SAID CENTERLINE OF BAYOU CHICO CREEK A DISTANCE OF 51.06 FEET; THENCE RUN NORTH 73 DEGREES 04 MINUTES 11 SECONDS EAST A DISTANCE OF 823.89 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF SAID CORRY FIELD ROAD; THENCE RUN SOUTH 03 DEGREES 26 MINUTES 19 SECONDS EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 77.13 FEET; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE RUN SOUTH 73 DEGREES 04 MINUTES 11 SECONDS WEST A DISTANCE OF 67.73 FEET; THENCE RUN NORTH 24 DEGREES 40 MINUTES 36 SECONDS WEST A DISTANCE OF 42.89 FEET; THENCE RUN SOUTH 74 DEGREES 56 MINUTES 08 SECONDS WEST A DISTANCE OF 176.89 FEET; THENCE RUN SOUTH 12 DEGREES 07 MINUTES 22 SECONDS WEST A DISTANCE OF 53.07 FEET; THENCE RUN SOUTH 72 DEGREES 51 MINUTES 53 SECONDS WEST A DISTANCE OF 521.84 FEET; THENCE RUN SOUTH 03 DEGREES 30 MINUTES 55 SECONDS EAST A DISTANCE OF 638.29 FEET; THENCE RUN SOUTH 86 DEGREES 33 MINUTES 45 SECONDS WEST A DISTANCE OF 75.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT MONITORING WELL PARCEL

COMMENCE AT A CONCRETE MONUMENT AT THE NORTHWEST CORNER OF GOVERNMENT LOT 1, SECTION 52, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE RUN SOUTH 87 DEGREES 29 MINUTES 28 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID GOVERNMENT LOT 1 A DISTANCE OF 342.18 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF CORRY FIELD ROAD (70' R/W); THENCE RUN SOUTH 03 DEGREES 26 MINUTES 19 SECONDS EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 675.55 FEET; TO THE CENTERLINE OF BAYOU CHICO CREEK; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE OF CORRY FIELD ROAD RUN SOUTH 73 DEGREES 04 MINUTES 11 SECONDS WEST A DISTANCE OF 729.53 FEET ALONG SAID CENTERLINE OF BAYOU CHICO CREEK; THENCE DEPARTING SAID CENTERLINE OF BAYOU CHICO CREEK, RUN SOUTH 16 DEGREES 55 MINUTES 49 SECONDS EAST A DISTANCE OF 59.07 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 16 DEGREES 55 MINUTES 49 SECONDS EAST A DISTANCE OF 15.62 FEET; THENCE RUN SOUTH, 72 DEGREES 51 MINUTES 53 SECONDS WEST A DISTANCE OF 10.00 FEET; THENCE RUN NORTH 16 DEGREES 55 MINUTES 49 SECONDS EAST A DISTANCE OF 15.65 FEET; THENCE RUN NORTH 73 DEGREES 04 MINUTES 11 SECONDS EAST A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

SOUTHGATE DETENTION POND PARCEL

THAT PORTION OF O.R. 3392, PAGE 266, "DETENTION POND" LYING SOUTH OF BAYOU CHICO CREEK FOR A PUBLIC GREEN WAY AND PARK FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT A CONCRETE MONUMENT AT THE NORTHWEST CORNER OF GOVERNMENT LOT 1, SECTION 52, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE RUN SOUTH 87 DEGREES 29 MINUTES 28 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID GOVERNMENT LOT 1 A DISTANCE OF 342.18 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF CORRY FIELD ROAD (70' R/W); THENCE RUN SOUTH 03 DEGREES 26 MINUTES 19 SECONDS EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 1924.47 FEET; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE RUN SOUTH 86 DEGREES 33 MINUTES 45 SECONDS WEST A DISTANCE OF 848.59 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 86 DEGREES 33 MINUTES 45 WEST A DISTANCE OF 49.90 FEET; THENCE RUN NORTH 03 DEGREES 38 MINUTES 45 SECONDS WEST A DISTANCE OF 59.40 FEET; THENCE RUN NORTH 83 DEGREES 28 MINUTES 52 SECONDS WEST A DISTANCE OF 32.02 FEET; THENCE RUN NORTH 03 DEGREES 30 MINUTES 55 SECONDS WEST A DISTANCE OF 600.07 FEET TO THE CENTERLINE OF BAYOU CHICO CREEK; THENCE RUN NORTH 67 DEGREES 50 MINUTES 56 SECONDS EAST ALONG SAID CENTERLINE OF BAYOU CHICO CREEK A DISTANCE OF 88.08 FEET; THENCE DEPARTING SAID CENTERLINE OF BAYOU CHICO CREEK RUN SOUTH 03 DEGREES 30 MINUTES 55 SECONDS EAST A DISTANCE OF 692.62 FEET TO THE POINT OF BEGINNING.

BK: 6038 PG: 1529 Last Page

EXHIBIT C

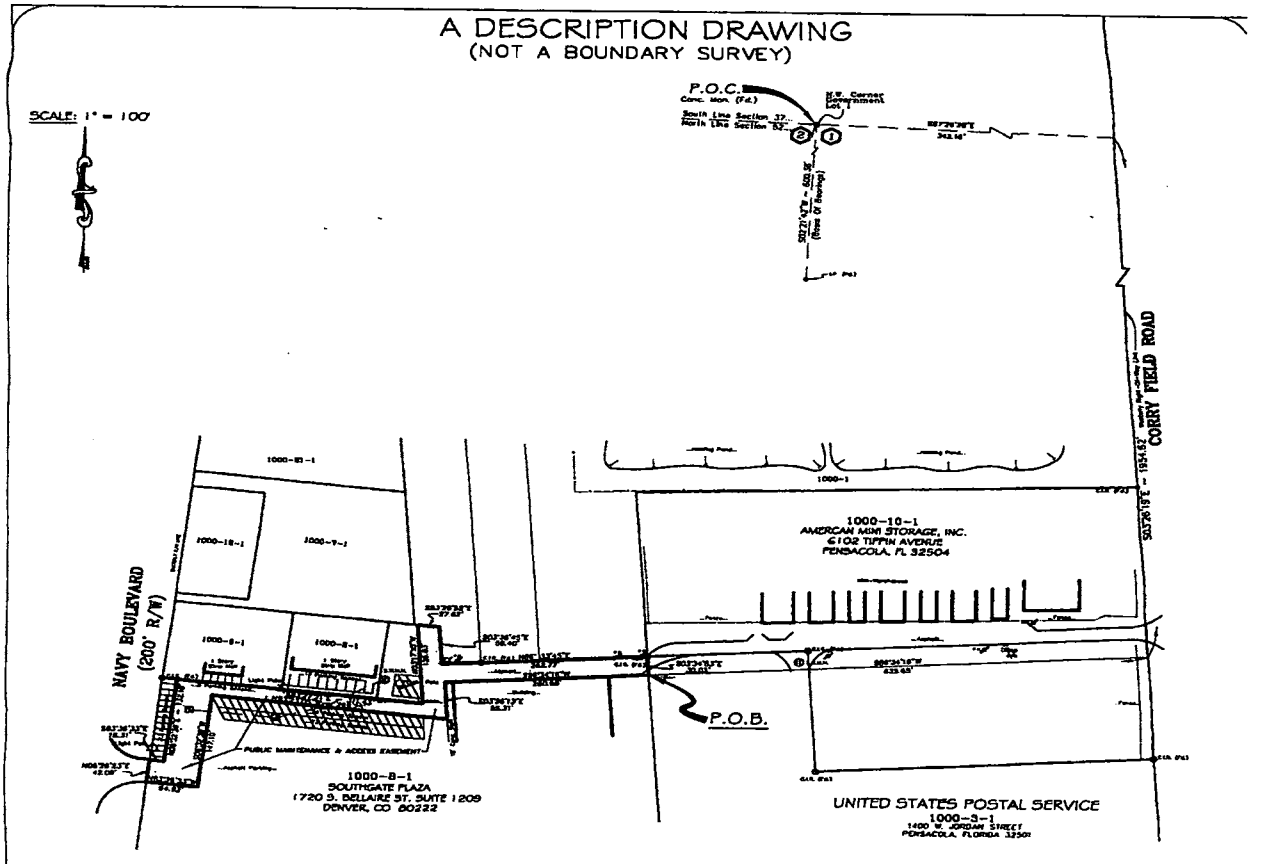


EXHIBIT "A"

THAT PORTION OF O.R. BOOK 3992, PAGE 263, TO BE USED FOR A PUBLIC ACCESS AND MAINTENANCE EASEMENT, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A CONCRETE MONUMENT AT THE NORTHWEST CORNER OF GOVERNMENT LOT 1, SECTION 32, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE RUN SOUTH 87 DEGREES 29 MINUTES 28 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID GOVERNMENT LOT 1 A DISTANCE OF 342.16 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF CORRY FIELD ROAD (70' R/W); THENCE RUN SOUTH 03 DEGREES 26 MINUTES 19 SECONDS EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 1954.82 FEET; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE RUN SOUTH 86 DEGREES 34 MINUTES 16 SECONDS WEST A DISTANCE OF 635.65 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE COURSE LAST RUN A DISTANCE OF 260.58 FEET; THENCE RUN SOUTH 03 DEGREES 26 MINUTES 13 SECONDS EAST A DISTANCE OF 59.31 FEET; THENCE RUN NORTH 83 DEGREES 23 MINUTES 05 SECONDS WEST A DISTANCE OF 299.25 FEET; THENCE RUN SOUTH 06 DEGREES 32 MINUTES 39 SECONDS WEST A DISTANCE OF 147.10 FEET; THENCE RUN NORTH 83 DEGREES 36 MINUTES 33 SECONDS WEST A DISTANCE OF 64.92 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF NAVY BOULEVARD (200' R/W); THENCE RUN NORTH 06 DEGREES 26 MINUTES 23 SECONDS EAST A DISTANCE OF 42.09 FEET; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE OF NAVY BOULEVARD, RUN SOUTH 83 DEGREES 36 MINUTES 33 SECONDS EAST A DISTANCE OF 18.31 FEET; THENCE RUN NORTH 06 DEGREES 32 MINUTES 39 SECONDS EAST A DISTANCE OF 132.18 FEET; THENCE RUN SOUTH 83 DEGREES 27 MINUTES 21 SECONDS EAST A DISTANCE OF 311.43 FEET; THENCE RUN NORTH 03 DEGREES 17 MINUTES 10 SECONDS WEST A DISTANCE OF 126.63 FEET; THENCE RUN SOUTH 83 DEGREES 28 MINUTES 52 SECONDS EAST A DISTANCE OF 27.62 FEET; THENCE RUN SOUTH 03 DEGREES 36 MINUTES 45 SECONDS EAST A DISTANCE OF 59.40 FEET; THENCE RUN NORTH 86 DEGREES 33 MINUTES 45 SECONDS EAST A DISTANCE OF 262.77 FEET; THENCE RUN SOUTH 03 DEGREES 34 MINUTES 53 SECONDS EAST TO THE POINT OF BEGINNING. ALL LYING AND BEING IN SECTION 30, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINING 0.60 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

1. THE BEARINGS SHOWN HEREON WERE REFERENCED TO SOUTH 01°21'43" WEST ALONG THE EAST LINE OF GOVERNMENT LOT 2, SECTION 32, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.
2. THIS PARCEL AND DESCRIPTION WAS CREATED AND PREPARED BY THE UNDERSIGNED FOR THE PURPOSE OF CREATING A PUBLIC ACCESS AND MAINTENANCE EASEMENT.
3. THERE MAY BE ADDITIONAL RESTRICTIONS NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.
4. NO TITLE SEARCHES, TITLE OPINION, OR ABSTRACT WAS PERFORMED BY OR FURNISHED TO THE UNDERSIGNED SURVEYOR FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHT-OF-WAY, BUILDING LINE OR OTHER RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY DEPICTED HEREON.
5. COPIES OF, ADDITIONS OR DELETIONS TO, THIS SURVEY BY OTHERS than THE SIGNING PARTY IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY.
6. THE SURVEY INFORMATION SHOWN HEREON IS BASED ON DEEDS OF RECORD; ESCAMBIA COUNTY TAX ROLL, PROPERTY APPRAISER'S CITY ATLAS MAPS 30S A 18), A BOUNDARY SURVEY BY OSCAR PITTMAN, JOB NO. 8414-93 DATED 5/1/93; A FINAL LOCATION SURVEY OF SOUTH GATE PLAZA CENTER SHOPPING CENTER BY NICHOL ENGINEERING ASSOCIATES, INC. JOB NO. 81-107 DATED 12/8/81; A GRADING & DRAINAGE PLAN OF WARRINGTON LINEAR PARK BY BASKERVILLE-DONOVAN, INC. PROJECT NO. 29812.07, DATED JUNE 2003; AN ESCAMBIA COUNTY PLANNING & ENGINEERING DEPT. DRAWING OF LAND ACQUISITION ALONG BAYOU CHICO CREEK DRAWING NO. L-4367 PROJECT NO. 20010076, DATED JULY 10, 2001 AND ON EXISTING FIELD MONUMENTATION.

LEGEND:

CONC. MON. = DENOTES CONCRETE MONUMENT
P.O.C. = DENOTES POINT OF COMMENCEMENT
P.O.B. = DENOTES POINT OF BEGINNING
(M) = DENOTES MEASURED
(F) = DENOTES MINUTES OR FEET
(") = DENOTES SECONDS
R/W = DENOTES RIGHT-OF-WAY
C/L = DENOTES CENTERLINE
(FND) = DENOTES FOUND
O.R. = DENOTES OFFICIAL RECORD BOOK
D.B. = DENOTES DEED BOOK
P.G. = DENOTES PAGE
EXIST. = DENOTES EXISTING
I.P. = DENOTES IRON PIPE
C.M. = DENOTES CAPPED IRON ROD
I.R. = DENOTES IRON ROD
= DENOTES LAND ACQUISITION

Drawn By: MK./ACAD	Project No.: 20040365	PLANNING AND ENGINEERING DEPARTMENT, ESCAMBIA COUNTY, FLORIDA Suite No. One, 1190 W. Leonard Street, Pensacola, Florida 32501-1118
Date: 12/8/2004	Drawing No. L-4579	
Field Book: L-421	Page: 73, 74	
Section, Township, Range:	32, T-2-S, R-30-W	
TYPE OF SURVEY: DESCRIPTION DRAWING		
Revisions:	Date:	

Date of survey: 11/16/04 Signature
Registered Land Surveyor No. 5878 State of Florida

The Description Drawing shown hereon is true and correct and in compliance with the Minimum Technical Standards set forth by the Florida Board of Land Surveyors, pursuant to Chapter 61G17-6, Florida Administrative Code and Section 472.027, Florida Statutes.

sheet 1 of one
DWG. NO. L-4579

Void Only With Original Seal

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17160 **Public Hearings 11.**
BCC Regular Meeting
Meeting Date: 12/05/2019
Issue: 5:32 p.m. Public Hearing to Adopt the Uniform Method of Collection Resolution
From: STEPHAN HALL, Budget Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

5:32 p.m. Public Hearing for consideration of adopting a Resolution establishing the Board's intent to use the Uniform Method of Collecting Non-Ad Valorem Special Assessments, as provided in Florida Statutes 197.3632.

Recommendation: That the Board adopt the Resolution establishing the Board's intent to use the Uniform Method of Collecting Non-Ad Valorem Special Assessments, as provided in Florida Statutes 197.3632.

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 these advertisements take place during November. The Uniform Method of Collection of the Municipal Services Benefit Unit (MSBU) assessments will increase the collection of assessments and reduce administrative costs by eliminating duplicated preparation and mailing of tax notices.

Non Ad-Valorem Special Assessments would be subject to the same discounts for early payment as Ad-Valorem Taxes and are due no later than March 31:
4% November;
3% December;
2% January; and
1% February.

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 these advertisements take place during November. The Uniform Method of Collection of the Municipal Services Benefit Unit (MSBU) assessments will increase the collection of assessments and reduce administrative costs by eliminating duplicated preparation and mailing of tax notices.

Prior to the assessment of 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.

Non Ad-Valorem Special Assessments would be subject to the same discounts for early payment as Ad-Valorem Taxes and are due no later than March 31:
4% November
3% December
2% January
1% February

BUDGETARY IMPACT:

This Resolution will apply to Non-Ad Valorem Special Assessments to be collected in Fiscal Year 2020/2021.

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 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 send notice of the public hearing by first class mail to affected property owners when the assessment is collected for the first time.
3. The County must hold a public hearing to adopt the assessment roll no later than September 15.

Attachments

Uniform Method Resolution

RESOLUTION NUMBER R2019-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA ELECTING TO USE THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM SPECIAL ASSESSMENTS LEVIED IN BOTH THE UNINCORPORATED AND INCORPORATED AREAS OF THE COUNTY; STATING A NEED FOR SUCH LEVY; PROVIDING FOR TRANSMITTAL; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Escambia County, Florida (hereinafter referred to as the "County") is contemplating the imposition of special assessments to defray the costs of benefits conferred by the provision of street lighting, road paving and drainage, road resurfacing, disposal and recycling of solid waste, stormwater management, fire protection services, parks, recreation and amenities, water services, utilities services, sewer and lift station services, data communications services, natural resource protection, code enforcement, nuisance abatements, dredging, law enforcement and mosquito services; and

WHEREAS, the Board of County Commissioners of Escambia County intends to use the uniform method for collecting non-ad valorem special assessments to defray the costs of benefits conferred by the cost of providing street lighting, road paving and drainage, road resurfacing, disposal and recycling of solid waste, stormwater management, fire protection services, parks, recreation and amenities, water services, utilities services, sewer and lift station services, data communications services, natural resource protection, code enforcement, nuisance abatements, dredging, law enforcement and mosquito services to property within both the unincorporated and incorporated areas of the County as authorized by §197.3632, Florida Statutes, as amended, because this method will allow such special assessments to be collected annually commencing in November 2020, in the same manner as provided for ad valorem taxes; and

WHEREAS, the Board of County Commissioners of Escambia County held a duly advertised public hearing prior to the adoption of this Resolution with proof of publication of such hearing being attached hereto and incorporated herein as **Exhibit A**.

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

Section 1. The above recitals above are true and correct and incorporated herein by reference.

Section 2. Commencing with the Fiscal Year beginning on October 1, 2020, and with the tax statement mailed for such Fiscal Year, the County intends to use the uniform method of collecting non-ad valorem assessments authorized in

§197.3632, Florida Statutes, as amended, for collecting non-ad valorem assessments for the cost of providing street lighting, road paving and drainage, road resurfacing, disposal and recycling of solid waste, stormwater management, fire protection services, parks, recreation and amenities, water services, utilities services, sewer and lift station services, data communications services, natural resource protection, code enforcement, nuisance abatements, dredging, law enforcement and mosquito services. Such non-ad valorem assessments shall be levied within both the unincorporated and incorporated areas of the County. A legal description of such area subject to the assessments is attached hereto and incorporated herein as **Exhibit B**.

Section 3. The County hereby determines that the levy of the assessments is needed to defray the costs of benefits conferred by the costs of street lighting, road paving and drainage, road resurfacing, disposal and recycling of solid waste, stormwater management, fire protection services, parks, recreation and amenities, water services, utilities services, sewer and lift station services, data communications services, natural resource protection, code enforcement, nuisance abatements, dredging, law enforcement and mosquito services within both the unincorporated and incorporated areas of the County.

Section 4. This Resolution shall take effect immediately upon adoption by the Board of County Commissioners of Escambia County, Florida.

Section 5. The Office of Management and Budget is hereby directed to send a copy of this Resolution by United States Mail to the Florida Department of Revenue, the Escambia County Tax Collector, and the Escambia County Property Appraiser by January 10, 2020.

ADOPTED at a public hearing this ____ day of December, 2019.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Steven Barry, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

BY: _____
Deputy Clerk

(SEAL)

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 11-12-2019

EXHIBIT A

Place holder for PNJ proof

EXHIBIT B

ESCAMBIA COUNTY, FLORIDA
MORE PARTICULARLY DESCRIBED
IN SECTION 7.17, FLORIDA STATUTES
INCLUDING THE CITIES OF CENTURY AND PENSACOLA
AND THE BARRIER ISLAND KNOWN AS SANTA ROSA ISLAND

Santa Rosa Island is further described as:
The land in Escambia County on the barrier island known as Santa Rosa Island, bound by federally owned property on both the East and on the West. The area intended to be within this boundary is more specifically described in general terms, and excludes all federally owned property. Area description includes property and parcels beginning at the East boundary of Fort Pickens National Park on Santa Rosa Sound meandering eastward along the North shoreline of Santa Rosa Island, excluding the approximately 18.75 acre island, the road and the bridge entrance owned by the United States Department of Interior commonly known as EPA Island; continuing along the North shoreline of Santa Rosa Island easterly and crossing the inlet to Little Sabine Bay to a point due East of the North shoreline of the peninsula which encloses Little Sabine Bay; continuing North along the shoreline of Santa Rosa Island to the southerly foot of the Bob Sikes Bridge over Santa Rosa Sound; thence meandering easterly along the North shoreline of Santa Rosa Island to the Eastern boundary of a parcel owned by the State of Florida Department of Education known as the UWF property at Big Sabine on the North shore of Santa Rosa Island; thence Southerly along the East Boundary of the UWF property (the same being the West boundary of property owned by the United States Government) to the South shoreline of Santa Rosa Island on the Gulf of Mexico; thence meandering along the shoreline of the Gulf of Mexico westward a distance of approximately nine (9) miles to a point south of the point of beginning established in this generalized area defined herein; thence Northward in a direct line from said point on the Gulf of Mexico shoreline to the point where this description begins at the Northeast boundary of Fort Pickens National Park.

THIS DESCRIPTION OF SANTA ROSA ISLAND IS FOR REFERENCE ONLY AND NOT INTENDED TO BE USED FOR LEGAL DOCUMENTS.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17124 **Public Hearings 12.**
BCC Regular Meeting
Meeting Date: 12/05/2019
Issue: 5:33 p.m. Public Hearing to Consider Creating a Dockless Shared Micromobility Devices Ordinance
From: ALISON ROGERS, County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:
5:33 p.m. Public Hearing to Consider Creating Volume 1, Chapter 94, Article I, Section 94-9 of the Escambia County Code of Ordinances relating to Dockless Shared Micromobility Devices.

Recommendation: That the Board adopt an Ordinance creating Volume 1, Chapter 94, Article I, Section 94-9 of the Escambia County Code of Ordinances relating to Dockless Shared Micromobility Devices on Pensacola Beach.

BACKGROUND:
Recent changes to the Florida Uniform Traffic Control Law allow counties to enact ordinances to permit, control, or regulate the operation of vehicles, golf carts, mopeds, motorized scooters, and other mobility devices on sidewalks or sidewalk areas, so long as certain requirements are met. The Santa Rosa Island Authority requested the Board of County Commissioners enact an ordinance governing the use and operation of micromobility devices and motorized scooters on Pensacola Beach. County Attorney staff drafted this Ordinance, which regulates the operation of micromobility devices on Pensacola Beach, prohibits their use in the Commercial Core Area of Pensacola Beach, and creates a shared micromobility device pilot program.

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The proposed Ordinance has been reviewed and approved as to form and legal sufficiency by Matthew Shaud, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Pensacola Beach Micromobility Device and Motorized Scooter Ordinance - Draft with Line Numbering

Pensacola Beach Micromobility Device and Motorized Scooter Ordinance - Stamped

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ORDINANCE NUMBER 2019-____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, CREATING VOLUME 1, CHAPTER 94, ARTICLE I, SECTION 94-9 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES RELATING TO DOCKLESS SHARED MICROMOBILITY DEVICES; PROVIDING FOR SEVERABILITY AND CONFLICTS; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Uniform Traffic Control Law allows counties to enact ordinances to permit, control, or regulate the operation of vehicles, golf carts, mopeds, motorized scooters, and electric personal assistive mobility devices on sidewalks or sidewalk areas when such use is permissible under federal law, so long as such vehicles or devices are restricted to a maximum speed of 15 miles per hour. *Section 316.008(7)(a)*, *Florida Statutes*; and

WHEREAS, the Santa Rosa Island Authority was created by special act to provide oversight of Santa Rosa Island for such purposes as it shall deem to be in the public interests; and

WHEREAS, the Santa Rosa Island Authority has asked the Board of County Commissioners to enact an ordinance relative to micromobility devices;

WHEREAS, the Santa Rosa Island Authority strives to keep the County rights-of-way compliant with the Americans with Disabilities Act (ADA), and other federal and state regulations, and is committed to keeping Pensacola Beach accessible for the mobility-challenged; and

WHEREAS, dockless shared micromobility devices and motorized scooters left unattended and parked, leaned on walls, or left on sidewalks creates a hazard to

pedestrians and individuals needing access and maneuverability for ADA mobility devices; and

WHEREAS, the regulated and permitted operation of dockless shared micromobility devices is recognized as an alternative means of personal transportation; and

WHEREAS, the Santa Rosa Island Authority has a significant interest in ensuring public safety and order in promoting the free flow of pedestrian traffic on streets, sidewalks, and sidewalk areas.

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

Section 1. Chapter 94, Article 1, Section 94-9 of the Code of Ordinances of Escambia County, Florida is hereby created as follows:

Section 94-9. Pensacola Beach Micromobility Device and Motorized Scooter Ordinance.

(1) Title. This section shall be known as "The Pensacola Beach Micromobility Device and Motorized Scooter Ordinance," and may be cited as such, and will be referred to herein as "this Section."

(2) Legislative Findings.

a. The purpose of this Section is to establish, permit, and regulate a Dockless Shared Micromobility Device Pilot Program on Pensacola Beach.

b. The provisions of this Section shall apply to the Dockless Shared Micromobility Device Pilot Program, Dockless Shared Micromobility Devices, and private Micromobility Devices and Motorized Scooters on Pensacola Beach.

c. For the purpose of this Section, the applicant, managing agent or Vendor, and owner shall be jointly and severally liable for complying with the provisions of this Section, the operating agreement, and permit or lease.

(3) Definitions. For the purpose of this Section, the following words and phrases, when used in this Section, shall have the meanings respectively ascribed to them in this subsection. The definitions in Chapter 316, Florida Statutes, apply to this Section and are hereby incorporated by reference.

a. *Commercial Core Area of Pensacola Beach* means the predominately commercial district of Pensacola Beach more particularly described as beginning at a point on the Northerly R/W line of Ft. Pickens Rd. and the Southeast Corner of Block "C", La Caribe, being a subdivision recorded in Plat Book 15, Page 10 of the Public Records of Escambia County, Florida; thence depart said Northerly R/W line and run Northerly along the Easterly Boundary line of La Caribe Subdivision to the water's edge of Little Sabine Bay, thence run Northeasterly, Northerly and Northwesterly along the meanderings of said water's edge of Little Sabine Bay to the Bulkhead of the Bob Sikes Bridge at Pensacola Beach Blvd.; thence continue Easterly along said Bulkhead to the Southerly water's edge of Santa Rosa Sound; thence run Northeasterly, Southwesterly, Southerly, Southeasterly and Easterly along the meanderings of said water's edge of Santa Rosa Sound to a point lying on the extension of the Western Boundary of Lot 3, Block 3, Villa Primera, being a Subdivision recorded in Plat Book 2, Page 78 of the Public Records of Escambia County, Florida; thence Southerly along said Western Boundary of Lot 3 to the Southwest Corner of said Lot 3, Block 3, Villa Primera; thence Easterly along the Southern Boundary of said Lot 3, Block 3, a distance of 35 Ft. to the Northeast Corner of Lot 14, Block 3, Villa Primera Subdivision; thence Southerly along the Eastern Boundary of Lot 14, Block 3, a distance of 93.88 Ft. to the Northerly R/W line of Via De Luna Drive; thence Westerly along said Northerly R/W line of Via De Luna Dr. to a point of intersection with the Northerly extension of the Westerly R/W line of Avenida 10; thence Southerly

along said Westerly extension, West R/W line and Southerly extension of Westerly R/W line to the water's edge of the Gulf of Mexico; thence Southwesterly along said water's edge of the Gulf of Mexico to a point of intersection with the Westerly Boundary line of Block H, First Addition to Villa Sabine, being a Subdivision recorded in Plat Book 5, Page 75 of the Public Records of Escambia County, Florida; thence Northwesterly along said Boundary line of Block H to the Northerly R/W of Fort Pickens Rd.; thence Northeasterly along said R/W to the Southeast Corner of Lot 1, Block A, Spanish Landing Subdivision, being a subdivision recorded in Plat Book 8, Page 24 of the Public Records of Escambia County, Florida; thence Northwesterly along the Easterly Boundary line of said Lot 1, Block A, Spanish Landing to the Southerly water's edge of Little Sabine Bay; thence Northeasterly and Easterly along the Southerly shoreline of said Little Sabine Bay to a point of intersection of the water's edge and the Westerly Boundary line of Deep Water Cove Condominium Phase I; thence Southeasterly along said Westerly Boundary line to the Northerly R/W line of Fort Pickens Rd.; thence Northeasterly along the Northerly R/W line of Fort Pickens Rd. to the Point of beginning. This area is comprised of 222.6 acres, and is generally depicted in the following map:

b. *Dockless Shared Micromobility Device (Shared Micromobility Device)* means a Micromobility Device made available for shared use or rent to individuals on a short-term basis for a price or fee.

c. *Dockless Shared Micromobility Device System* means a system generally, in which Dockless Shared Micromobility Devices are made available for shared use or rent to individuals on a short-term basis for a price or fee.

d. *Geofencing* means the use of GPS (Global Positioning System) or RFID (Radio-Frequency Identification) technology to create a virtual geographic boundary,

enabling software to trigger a response when a mobile device enters or leaves a particular area.

e. *Micromobility Device* shall have the same meaning as ascribed in Section 316.003, Florida Statutes, as amended. Micromobility Device is further defined as a vehicle that is powered by a motor with or without a seat or saddle for the use of the rider, which is designed to travel on not more than three wheels, and which is not capable of propelling the vehicle at a speed greater than 20 miles per hour on level ground.

f. *Motorized Scooter* means any vehicle or Micromobility Device that is powered by a motor with or without a seat or saddle for the use of the rider, which is designed to travel on not more than three wheels, and which is not capable of propelling the vehicle at a speed greater than 20 miles per hour on level ground.

g. *Pedestrian* means any person utilizing Sidewalks, Sidewalk Areas, or Rights-of-way on foot, and shall include people using wheelchairs or other ADA-compliant devices.

h. *Rebalancing* means the process by which Shared Micromobility Devices, or other devices, are redistributed to ensure their availability throughout a service area and to prevent excessive buildup of Micromobility Devices or other similar devices.

i. *Relocate or Relocating or Removal* means the process by which Micromobility Devices are relocated and secured at designated locations or placed at a proper distribution point.

j. *Right(s)-of-way* means the surface and space above and below any real property in which the County has an interest in law or equity, devoted to, associated with,

or required for use as a transportation facility, including streets, easements, and sidewalks, but excluding parks.

k. *Santa Rosa Island Authority (SRIA)* means that board created and appointed by the county commissioners of Escambia County to provide oversight of Santa Rosa Island for such purposes as it shall deem to be in the public interests, pursuant to Chapter 24500, Laws of Florida, Special Acts 1947, as amended.

l. *Service Area* means the geographical area on or within Pensacola Beach where the Vendor is authorized to offer Shared Micromobility Device service for its users or customers, as defined by the Pilot Program Operating Agreement and Permit or Lease.

m. *Sidewalk* means that portion of a street between the curb line, or the lateral line, of a roadway and the adjacent property lines, intended for use by pedestrians.

n. *Sidewalk Area(s)* include trail in the area of a sidewalk, as well as the sidewalk, and may be a median strip or a strip of vegetation, grass, bushes, trees, street furniture, or a combination of these between the curb line of the roadway and the adjacent property.

o. *User* means a person who uses a digital network in order to obtain a Micromobility Device from a Vendor.

p. *Vendor* means any entity that owns, operates, redistributes, or rebalances Micromobility Devices, and operates a Shared Micromobility Device System on or within Pensacola Beach.

(4) Prohibition.

a. It shall be a violation of this Section to operate a Micromobility Device or Motorized Scooter in the Commercial Core Area of Pensacola Beach.

(5) Pilot Program for Shared Micromobility Devices and Motorized Scooters on Pensacola Beach Public Rights-of-Way Outside of Prohibited Area; Establishment; Criteria.

a. The Board of Commissioners of Escambia County hereby establishes a twelve (12) month Shared Micromobility Device Pilot Program for the operation of Shared Micromobility Devices or Motorized Scooters on Sidewalks and Sidewalk Areas on or within Pensacola Beach, excluding the Commercial Core Area.

b. The Pilot Program will commence on such date as directed by the SRIA ("Commencement Date") and will terminate twelve (12) months after the Commencement Date.

c. Shared Micromobility Devices shall not be operated on Pensacola Beach unless a Vendor has entered into a fully executed Operating License Agreement and Permit or Lease ("Pilot Program Operating Agreement and Permit or Lease") with the SRIA.

d. The SRIA Executive Director, or his or her designee(s), is authorized to develop, and execute, the Pilot Program Operating Agreement and Permit or Lease, and any other documents related to the Pilot Program.

e. If two or more Shared Micromobility Devices from a Vendor, without a valid Pilot Program Operating Agreement and Permit or Lease with the SRIA, are found at a particular location on or within Pensacola Beach, it will be presumed that the Shared Micromobility Devices have been deployed by that Vendor, and it will be

presumed that the Vendor is in violation of this Section, and the Shared Micromobility Devices are subject to impoundment.

f. A Vendor shall apply to participate in the Pilot Program.

g. The SRIA shall select Vendors to participate in the Pilot Program, and the SRIA shall determine the total number of Shared Micromobility Devices to participate in the Pilot Program.

h. The total number of Shared Micromobility Devices shall be distributed equally among the Vendors selected to participate in the Pilot Program, or as directed by the SRIA. Micromobility Devices that are impounded or removed shall count towards the maximum permitted Micromobility Devices authorized on or within Pensacola Beach.

i. Once selected as a Pilot Program participant, a Vendor shall submit a one-time, non-refundable permit or lease fee of $500.00, prior to entering into the Pilot Program Operating Agreement and Permit or Lease, which shall be used to assist with offsetting costs to the SRIA related to administration and enforcement of this Section and the Pilot Program.

j. In addition to the non-refundable permit or lease fee set forth herein, prior to entering into the Pilot Program Operating Agreement and Permit or Lease, a Vendor shall remit to the SRIA a one-time, non-refundable fee in the amount of $100 per device deployed by the Vendor.

k. Prior to entering into a Pilot Program Operating Agreement and Permit or Lease, a Vendor shall, at its own expense, obtain and file with the SRIA a performance

bond in the amount of no less than $10,000. The performance bond shall serve to:

1. Guarantee proper performance under the requirements of this Section and the Pilot Program Operating Agreement and Permit or Lease;
2. Restore damage to the County's Rights-of-way; and
3. Secure and enable SRIA to recover all costs or fines permitted under this Section if the Vendor fails to comply with such costs or fines.

l. Any proceeds recovered under the performance bond may be used to reimburse the SRIA for such additional expense as may be incurred by SRIA as a result of the failure of the Vendor to comply with the responsibilities imposed by this Section, including, but not limited to, attorney's fees and costs of any action or proceeding, the cost to Relocate any Micromobility Device or Motorized Scooter, and any unpaid violation fines.

m. The Pilot Program Operating Agreement and Permit or Lease will be effective for a twelve (12) month period and will automatically expire at the end of the twelve (12) month period, unless extended, or otherwise modified, by the SRIA or Board of Commissioners of Escambia County.

1. Upon expiration of the Pilot Program, Vendors shall immediately cease operations, and within two (2) business days of the expiration of the Pilot Program, Vendors shall remove all Micromobility Devices from Pensacola Beach, unless otherwise directed by the SRIA Executive Director.
2. Failure to remove all Micromobility Devices within the two (2) business day timeframe may result in the impoundment of the Micromobility Devices and

the Vendor having to pay applicable fees to recover the Micromobility Device from impound in accordance with this Section.

n. In the event the Pilot Program is extended, or otherwise modified, by the SRIA or Board of Commissioners of Escambia County, the Pilot Program Operating Agreement and Permit or Lease may be extended consistent with such SRIA direction.

o. Upon the expiration of the Pilot Program, Shared Micromobility Devices shall not be permitted to operate on or within Pensacola Beach unless and until the Board of Commissioners of Escambia County adopts an ordinance authorizing the same.

(6) Operation of a Dockless Shared Micromobility Device System; Vendor's Responsibilities and Obligations; Micromobility Device Specifications.

a. The Vendor of a Shared Micromobility Device System is responsible for maintenance of each Shared Micromobility Device.

b. The Micromobility Device shall be restricted to a maximum speed of 15 miles per hour on or within Pensacola Beach.

c. Each Shared Micromobility Device shall predominantly display the Vendor's company name and contact information, which may be satisfied by printing the company's Uniform Resource Locator (URL) or providing a code to download the company's mobile application.

d. Vendors must comply with all applicable local, state, and federal regulations and laws.

e. Vendors must provide to the SRIA an emergency preparedness plan that details where the Micromobility Devices will be located and the amount of time it will take

to secure all Micromobility Devices once a tropical storm or hurricane watch or warning has been issued by the National Weather Service.

1. The Vendor must promptly secure all Micromobility Devices within twelve (12) hours of an active tropical storm or hurricane watch or warning issued by the National Weather Service. Following the tropical storm or hurricane, the SRIA will notify the Vendor when, and where, it is safe to redistribute the Micromobility Devices on or within Pensacola Beach.

f. Micromobility Devices that are inoperable or damaged, improperly parked, blocking ADA accessibility, or do not comply with this Section must be removed by the Vendor within one (1) hour upon receipt of a complaint.

1. An inoperable or damaged Micromobility Device is one that has non-functioning features or is missing components.
2. A Micromobility Device that is not removed within this timeframe is subject to impoundment and any applicable impoundment fees, code enforcement fees, or penalties.

g. Vendors shall provide the SRIA with the data as required in the Pilot Program Operating Agreement and Permit or Lease.

h. Vendors must provide details on how Users can utilize the Micromobility Device without a smartphone.

i. Vendors must Rebalance the Micromobility Devices daily based on the use within each service area as defined in the Pilot Program Operating Agreement and Permit or Lease to prevent excessive buildup of units in certain locations.

j. The Vendor's mobile application and website must inform Users how to safely and legally ride a Micromobility Device.

k. The Vendor's mobile application must clearly direct Users to customer support mechanisms, including but not limited to phone numbers or websites. The Vendor must provide a staffed, toll-free Customer Service line which must provide support 24 hours per day, 365 days per year.

l. The Vendor must provide a direct customer service or operations staff contact to SRIA staff.

m. All Micromobility Devices shall comply with the lighting standards set forth in Section 316.2065(7), Florida Statutes, as may be amended or revised, which requires a reflective white light visible from a distance of at least 500 feet and a reflective rear red light visible from a distance of at least 600 feet.

n. All Micromobility Devices shall be equipped with GPS, cell phone, or a comparable technology for the purpose of tracking.

o. All Micromobility Devices must include a kickstand capable of keeping the unit upright when not in use.

p. The only signage allowed on a Micromobility Device is that which identifies the Vendor. Third-party advertising is not allowed on any Micromobility Device.

q. The Santa Rosa Island Authority Executive Director, or his or her designee, may create geofenced areas where the Micromobility Devices shall not be utilized or parked. The Vendor must have the technology available to operate under these requirements upon request. Such areas of limitation or prohibition are in addition

to the prohibition of use of Micromobility Devices within the Commercial Core Area of Pensacola Beach.

r. The Santa Rosa Island Authority Executive Director, or his or her designee, may create designated parking zones (i.e., corrals) in certain areas where the Micromobility Devices shall be parked.

(7) Operation and Parking of a Micromobility Device or Motorized Scooter.

a. Regardless of termination, modification, or expiration of the Shared Micromobility Device Pilot Program, the provisions of this subsection shall remain in effect.

b. The riding and operating of Micromobility Devices and Motorized Scooters is permissible upon all Sidewalks, Sidewalk Areas, and other areas a bicycle may legally travel, located on or within Pensacola Beach limits, except the area(s) listed below:

1. Micromobility Devices and Motorized Scooters are prohibited from operating or parking, at all times, on Streets, Sidewalks, bike paths, Sidewalk Areas, or Rights-of-way within the Commercial Core Area of Pensacola Beach.

c. A User of a Micromobility Device or Motorized Scooter has all the rights and duties applicable to the rider of a bicycle under Section 316.2065, Florida Statutes.

d. Micromobility Devices and Motorized Scooters shall be restricted to a maximum speed of 15 miles per hour.

e. A User operating a Micromobility Device or Motorized Scooter upon and along a Sidewalk, Sidewalk Area, or across a roadway upon and along a crosswalk, has all the rights and duties applicable to a bicyclist under the same circumstances,

and shall yield the right-of-way to any Pedestrian and shall give an audible signal before overtaking and passing such Pedestrian.

f. A User operating a Micromobility Device or Motorized Scooter must comply with all applicable local, state, and federal laws.

g. Use of public sidewalks for parking Micromobility Devices and Motorized Scooters shall not:

1. Adversely affect the streets or sidewalks;
2. Inhibit pedestrian movement;
3. Inhibit the ingress and egress of vehicles parked on-street or off-street;
4. Create conditions which are a threat to public safety or security;
5. Prevent a minimum four (4) foot pedestrian clear path;
6. Impede access to existing docking stations, if applicable;
7. Impede loading zones, handicap accessible parking zones, or other facilities specifically designated for handicap accessibility, on-street parking spots, curb ramps, business or residential entryways, driveways, travel lanes, bicycle lanes, or be within 15 feet of a fire hydrant; or
8. Violate Americans with Disabilities Act (ADA) accessibility requirements.

(8) Impoundment; Removal or Relocating.

a. Any Shared Micromobility Device that is inoperable or damaged, improperly parked, blocking ADA accessibility, does not comply with this Section, or is left unattended on public property, including Sidewalks, Sidewalk Areas, Rights-of-way, and parks, may be impounded, removed, or relocated by Escambia County

staff, SRIA staff, persons under contract with Escambia County or SRIA, any law enforcement officer, licensed beach patrol, or lifeguard.

1. Unattended or abandoned Shared Micromobility Devices or Motorized Scooters in violation of this Section are a public nuisance.
2. A Shared Micromobility Device is not considered unattended if it is secured in a designated parking area, rack (if applicable), parked correctly, or in another location or device intended for the purpose of securing such device.

b. Any Micromobility Device that is displayed, offered, or made available for rent on or within Pensacola Beach by a Vendor without a valid Pilot Program Operating Agreement and Permit or Lease with SRIA is subject to impoundment or Removal, and will be subject to applicable impoundment fees or removal fines as specified in this Section.

c. Escambia County staff, SRIA staff, persons under contract with Escambia County or SRIA, any law enforcement officer, licensed beach patrol, or lifeguard may, but are not obligated to, remove or relocate a Micromobility Device that is in violation of this Section. A Vendor shall pay to the SRIA, a $75.00 fee per device that is removed or relocated.

d. Impoundment shall occur in accordance with Section 713.78, Florida Statutes. The Vendor shall be solely responsible for all expenses, towing fees, and costs required by the towing company to retrieve any impounded Micromobility Device(s). The Vendor of a Micromobility Device impounded under this Section will be subject to all liens and terms described under Section 713.78, in addition to

payment of all applicable penalties, costs, fines, or fees that are due in accordance with this Section and applicable local, state, and federal law.

(9) High Impact Event on Santa Rosa Island.

a. *High impact event* means an event or gathering on beach property in Escambia County or on Santa Rosa Island or Pensacola Beach during which one (1) or more of the following occur:

1. An event, activity, or period of time that generates a significant spike in social media conversations, increasing audience impressions, and attention to the County, Santa Rosa Island, or Pensacola Beach, which is expected to generate attendance by more than five thousand (5,000) people for an area of beach property;
2. An event is held pursuant to a special permit which is expected to result in attendance by more than twenty-five thousand (25,000) people on beach property;
3. A maintenance of traffic plan would be required, or is required (e.g., including, but not limited to, street closures, lane closures, shuttle service) based upon the high impact event or pursuant to a special event permit;
4. Hotel occupancy levels are anticipated to be greater than eighty-five (85) percent on Santa Rosa Island or Pensacola Beach; or
5. Law enforcement mutual aid or other assistance from outside law enforcement agencies is required to provide for the safety and well-being of residents and visitors to the beach property.

b. Whenever the County Administrator, or his or her designee, determines that a high impact event on beach property will occur, or is in progress, he or she may prohibit or limit the use of Micromobility Devices, Motorized Scooters, or the Dockless Shared Micromobility Device System on or within Pensacola Beach.

c. In the event the County Administrator, or his or her designee, prohibits or limits use of Micromobility Devices, Motorized Scooters, or the Dockless Shared Micromobility Device System during a high impact event, notice of such action and duration shall be filed with the Clerk of Court and delivered to all appropriate news and social media for publication and to local radio and television stations for broadcast. If practicable, signs may be posted in the impacted area(s) advising of the prohibition or limitation during the duration of such action.

d. Any refusal to comply with the action(s) taken during a high impact event shall be prosecuted in the same manner as misdemeanors are prosecuted and shall be punished by a fine not to exceed $500.00 or by imprisonment in the county jail not to exceed 60 days or by both such fine and imprisonment, as provided for in Section 1-17 of this Code, or as otherwise allowed by state law.

(10) Enforcement, Fees, Fines, and Penalties.

a. Violations of this Section shall be punished by a fine not to exceed $500.00 or by imprisonment in the county jail not to exceed 60 days or by both such fine and imprisonment, as provided for in Section 1-17 of this Code, or as otherwise allowed by state law.

b. The SRIA reserves the right to revoke any Pilot Program Operating Agreement and Permit or Lease, if there is a violation of this Section, the Pilot Program

Operating Agreement and Permit or Lease, public health, safety or general welfare, or for other good and sufficient cause as determined by the SRIA in its sole discretion.

c. Violations of Operating a Shared Micromobility Device System without a valid, fully executed Pilot Program Operating Agreement and Permit or Lease, shall be fined $250.00 per day for an initial offense, and $500.00 per day for any repeat offenses within thirty (30) days of the last offense by the same Vendor. Each day of non-compliance shall constitute a separate offense.

d. Violations of this Section or of the Pilot Program Operating Agreement and Permit or Lease shall be fined at $100.00 per device, per day for an initial offense, and $200.00 per device, per day for any repeat offenses within thirty (30) days of the last same offense by the same Vendor. Each day of non-compliance shall constitute a separate offense.

e. The following fees, costs, and fines shall apply to Vendors:

Pilot Program Permit or Lease Fee	$500.00; non-refundable
Performance Bond	$10,000.00 minimum
One time per unit fee	$100.00 per unit; non-refundable
Removal or Relocation	$75.00 per device
Operating without Valid Operating Agreement & Permit or Lease Fine	$250.00 per day; $500.00 per day for repeat offense

Permit or Lease Violation Fine	$100.00 per device, per day; $200.00 per device, per day for repeat offense

f. At the discretion of the SRIA Executive Director, a Vendor is subject to a fleet size reduction or total Pilot Program Operating Agreement and Permit or Lease revocation should the following occur:

1. If the violations of the regulations set forth in this Section are not addressed in a timely manner; or
2. Fifteen (15) unaddressed violations of the regulations set forth in this Section within a 30-day period; or
3. Submission of inaccurate or fraudulent data.

g. In the event of fines being assessed as specified herein or a Pilot Program Operating Agreement and Permit or Lease revocation, the SRIA Executive Director shall provide written notice of the fines or revocation via certified mail or other method specified upon in the Pilot Program Operating Agreement, informing the Vendor of the violations, fines, or revocation.

(11) Data Sharing.

a. All permitted Vendors shall provide the SRIA with the following data on a monthly basis in PDF format:

1. Number of Micromobility Devices in circulation;
2. Number of daily, weekly, and monthly riders;
3. Total number of miles traveled by riders (daily, weekly, monthly, quarterly, and annually);

4. Average amount of time each Micromobility Device is available (not in use);
5. Number of rides per User per day;
6. Number of rides per Micromobility Device per day;
7. Duration of rides per User per day;
8. Average duration of rider per day of the week;
9. Monthly summary of Micromobility Device distribution and GPS-based natural movement in heat map format;
10. Summary of fleet numbers lost to theft and/or vandalism;
11. Summary of customer comments and complaints, resolution to, and time required to resolve each complaint;
12. Summary of repairs per Micromobility Device per month.

b. Such data shall be provided to the SRIA within the first five (5) business days of each month.

(12) Appeal Rights.

a. Vendors who have been subject to the imposition of violation fines pursuant to this Section or a Pilot Program Operating Agreement and Permit or Lease revocation may appeal the imposition of violation fines or revocation.
    1. Should a Vendor seek an appeal from the imposition of violation fines or the Pilot Program Operating Agreement and Permit or Lease revocation, the Vendor shall furnish notice of such request to the SRIA Board no later than ten (10) business days from the date of receipt of the certified letter informing the Vendor of the imposition of violation fines or revocation of the Pilot Program Operating Agreement and Permit.

b. Upon receipt of a notice of appeal, a hearing shall be scheduled and conducted by SRIA Board. The hearing shall be conducted at the next regular meeting date of the SRIA Board, or as agreed between the SRIA and Vendor.

c. Findings of fact shall be based upon a preponderance of the evidence and shall be based exclusively on the evidence of record and on matters officially recognized.

d. The SRIA Board shall render a final order within thirty (30) calendar days after the hearing concludes, unless the parties waive the time requirement. The final order shall contain written findings of fact, conclusions of law, and a recommendation to approve, approve with conditions, or deny the decision subject to appeal. A copy of the final order shall be provided to the parties by certified mail or, upon mutual agreement of the parties, by electronic communication.

e. An aggrieved party may challenge the final order by a certiorari appeal filed in accordance with Florida law with the circuit court no later than thirty (30) days following rendition of the final decision or in any court having jurisdiction.

(13) Indemnification and Insurance.

a. As a condition of the Pilot Program Operating Agreement and Permit or Lease, the Vendor agrees to indemnify, hold harmless, and defend the SRIA and County, its representatives, employees, and elected and appointed officials, from and against all ADA accessibility and any and all liability, claims, damages, suits, losses, and expenses of any kind, including reasonable attorney's fees and costs for appeal, associated with or arising out of, or from the Pilot Program Operating Agreement and Permit or Lease, the use of right-of-way or county-owned property for the Pilot

Program operations, or arising from any negligent act, omission, or error of the Vendor, owner, or managing agent, its agents or employees, or from failure of the Vendor, its agents, or employees, to comply with each and every requirement of this Ordinance, the Pilot Program Operating Agreement and Permit or Lease, or with any other federal, state, or local traffic law or any combination of the same.

b. Prior to commencing operation in the Pilot Program, the Vendor shall provide and maintain such liability insurance, property damage insurance, and any other specified coverages in amounts and types as determined by the SRIA and contained in the Pilot Program Operating Agreement and Permit or Lease, necessary to protect the SRIA and County, its representatives, employees, and elected and appointed officials, from all claims and damage to property or bodily injury, including death, which may arise from any aspect of the Pilot Program or its operation.

c. A Vendor shall include language in their User agreement that requires, to the fullest extent permitted by law, the User to fully release, indemnify, and hold harmless the SRIA and County.

d. In addition to the requirements set forth herein, the Vendor shall provide any additional insurance coverages in the specified amounts and comply with any revised indemnification provision specified in the Pilot Program Operating Agreement and Permit or Lease.

e. The Vendor shall provide proof of all required insurance prior to receiving a fully executed Pilot Program Operating Agreement and Permit or Lease.

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 the holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 3. Conflict with Other Ordinances and Codes. All ordinances or parts of ordinances of Escambia County in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

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

Section 5. Effective Date. This Ordinance shall become effective upon filing with the Department of State.

DONE AND ENACTED this ____ day of _____, 2019.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
By: Steven Barry, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By:_____
Deputy Clerk

(SEAL)

ENACTED: _____

FILED WITH DEPARTMENT OF STATE: _____

EFFECTIVE: _____

ORDINANCE NUMBER 2019-____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, CREATING VOLUME 1, CHAPTER 94, ARTICLE I, SECTION 94-9 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES RELATING TO DOCKLESS SHARED MICROMOBILITY DEVICES; PROVIDING FOR SEVERABILITY AND CONFLICTS; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Uniform Traffic Control Law allows counties to enact ordinances to permit, control, or regulate the operation of vehicles, golf carts, mopeds, motorized scooters, and electric personal assistive mobility devices on sidewalks or sidewalk areas when such use is permissible under federal law, so long as such vehicles or devices are restricted to a maximum speed of 15 miles per hour. *Section 316.008(7)(a), Florida Statutes*; and

WHEREAS, the Santa Rosa Island Authority was created by special act to provide oversight of Santa Rosa Island for such purposes as it shall deem to be in the public interests; and

WHEREAS, the Santa Rosa Island Authority has asked the Board of County Commissioners to enact an ordinance relative to micromobility devices;

WHEREAS, the Santa Rosa Island Authority strives to keep the County rights-of-way compliant with the Americans with Disabilities Act (ADA), and other federal and state regulations, and is committed to keeping Pensacola Beach accessible for the mobility-challenged; and

WHEREAS, dockless shared micromobility devices and motorized scooters left unattended and parked, leaned on walls, or left on sidewalks creates a hazard to

pedestrians and individuals needing access and maneuverability for ADA mobility devices; and

WHEREAS, the regulated and permitted operation of dockless shared micromobility devices is recognized as an alternative means of personal transportation; and

WHEREAS, the Santa Rosa Island Authority has a significant interest in ensuring public safety and order in promoting the free flow of pedestrian traffic on streets, sidewalks, and sidewalk areas.

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

Section 1. Chapter 94, Article 1, Section 94-9 of the Code of Ordinances of Escambia County, Florida is hereby created as follows:

Section 94-9. Pensacola Beach Micromobility Device and Motorized Scooter Ordinance.

(1) Title. This section shall be known as "The Pensacola Beach Micromobility Device and Motorized Scooter Ordinance," and may be cited as such, and will be referred to herein as "this Section."

(2) Legislative Findings.

a. The purpose of this Section is to establish, permit, and regulate a Dockless Shared Micromobility Device Pilot Program on Pensacola Beach.

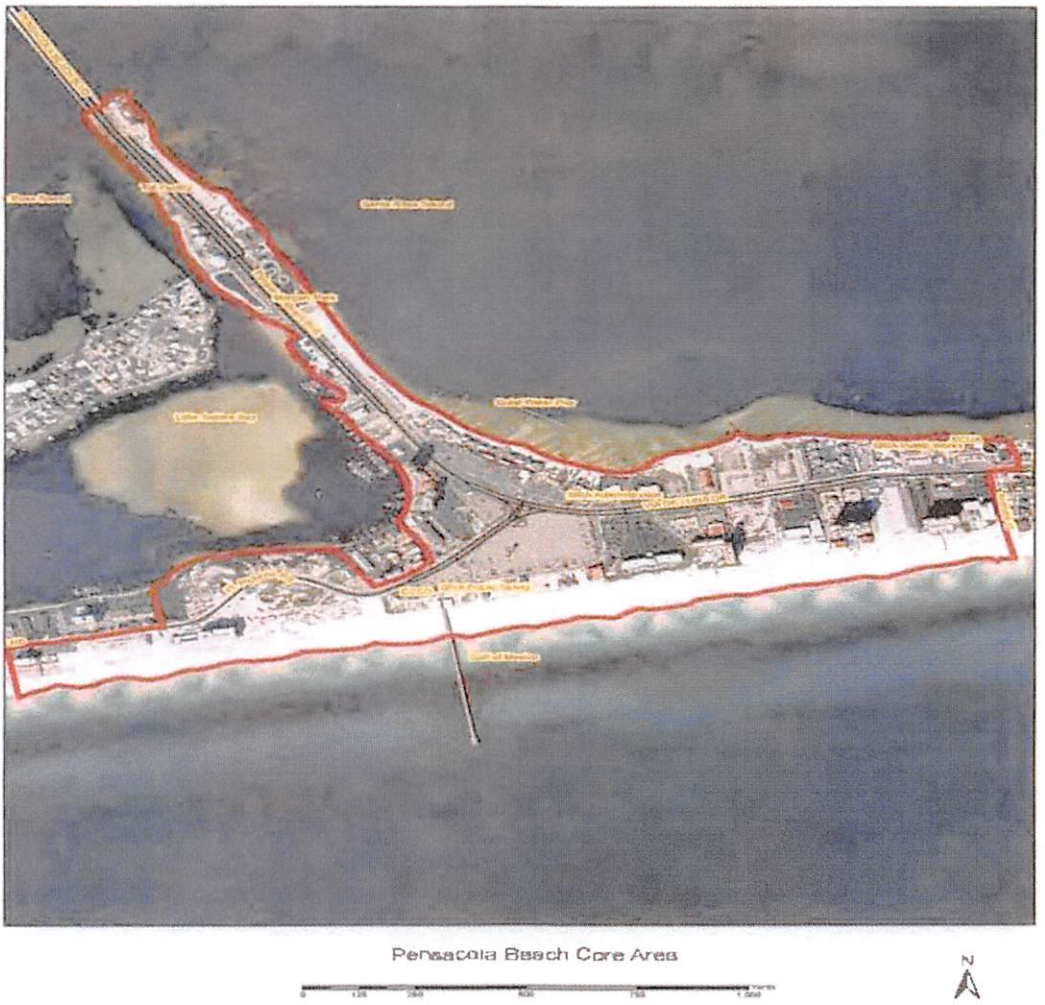
b. The provisions of this Section shall apply to the Dockless Shared Micromobility Device Pilot Program, Dockless Shared Micromobility Devices, and private Micromobility Devices and Motorized Scooters on Pensacola Beach.

c. For the purpose of this Section, the applicant, managing agent or Vendor, and owner shall be jointly and severally liable for complying with the provisions of this Section, the operating agreement, and permit or lease.

(3) Definitions. For the purpose of this Section, the following words and phrases, when used in this Section, shall have the meanings respectively ascribed to them in this subsection. The definitions in Chapter 316, Florida Statutes, apply to this Section and are hereby incorporated by reference.

a. *Commercial Core Area of Pensacola Beach* means the predominately commercial district of Pensacola Beach more particularly described as beginning at a point on the Northerly R/W line of Ft. Pickens Rd. and the Southeast Corner of Block "C", La Caribe, being a subdivision recorded in Plat Book 15, Page 10 of the Public Records of Escambia County, Florida; thence depart said Northerly R/W line and run Northerly along the Easterly Boundary line of La Caribe Subdivision to the water's edge of Little Sabine Bay, thence run Northeasterly, Northerly and Northwesterly along the meanderings of said water's edge of Little Sabine Bay to the Bulkhead of the Bob Sikes Bridge at Pensacola Beach Blvd.; thence continue Easterly along said Bulkhead to the Southerly water's edge of Santa Rosa Sound; thence run Northeasterly, Southwesterly, Southerly, Southeasterly and Easterly along the meanderings of said water's edge of Santa Rosa Sound to a point lying on the extension of the Western Boundary of Lot 3, Block 3, Villa Primera, being a Subdivision recorded in Plat Book 2, Page 78 of the Public Records of Escambia County, Florida; thence Southerly along said Western Boundary of Lot 3 to the Southwest Corner of said Lot 3, Block 3, Villa Primera; thence Easterly along the Southern Boundary of said Lot 3, Block 3, a distance of 35 Ft. to the Northeast Corner of Lot 14, Block 3, Villa Primera Subdivision; thence Southerly along the Eastern Boundary of Lot 14, Block 3, a distance of 93.88 Ft. to the Northerly R/W line of Via De Luna Drive; thence Westerly along said Northerly R/W line of Via De Luna Dr. to a point of intersection with the Northerly extension of the Westerly R/W line of Avenida 10; thence Southerly

along said Westerly extension, West R/W line and Southerly extension of Westerly R/W line to the water's edge of the Gulf of Mexico; thence Southwesterly along said water's edge of the Gulf of Mexico to a point of intersection with the Westerly Boundary line of Block H, First Addition to Villa Sabine, being a Subdivision recorded in Plat Book 5, Page 75 of the Public Records of Escambia County, Florida; thence Northwesterly along said Boundary line of Block H to the Northerly R/W of Fort Pickens Rd.; thence Northeasterly along said R/W to the Southeast Corner of Lot 1, Block A, Spanish Landing Subdivision, being a subdivision recorded in Plat Book 8, Page 24 of the Public Records of Escambia County, Florida; thence Northwesterly along the Easterly Boundary line of said Lot 1, Block A, Spanish Landing to the Southerly water's edge of Little Sabine Bay; thence Northeasterly and Easterly along the Southerly shoreline of said Little Sabine Bay to a point of intersection of the water's edge and the Westerly Boundary line of Deep Water Cove Condominium Phase I; thence Southeasterly along said Westerly Boundary line to the Northerly R/W line of Fort Pickens Rd.; thence Northeasterly along the Northerly R/W line of Fort Pickens Rd. to the Point of beginning. This area is comprised of 222.6 acres, and is generally depicted in the following map:



b. *Dockless Shared Micromobility Device (Shared Micromobility Device)* means a Micromobility Device made available for shared use or rent to individuals on a short-term basis for a price or fee.

c. *Dockless Shared Micromobility Device System* means a system generally, in which Dockless Shared Micromobility Devices are made available for shared use or rent to individuals on a short-term basis for a price or fee.

d. *Geofencing* means the use of GPS (Global Positioning System) or RFID (Radio-Frequency Identification) technology to create a virtual geographic boundary,

enabling software to trigger a response when a mobile device enters or leaves a particular area.

e. *Micromobility Device* shall have the same meaning as ascribed in Section 316.003, Florida Statutes, as amended. Micromobility Device is further defined as a vehicle that is powered by a motor with or without a seat or saddle for the use of the rider, which is designed to travel on not more than three wheels, and which is not capable of propelling the vehicle at a speed greater than 20 miles per hour on level ground.

f. *Motorized Scooter* means any vehicle or Micromobility Device that is powered by a motor with or without a seat or saddle for the use of the rider, which is designed to travel on not more than three wheels, and which is not capable of propelling the vehicle at a speed greater than 20 miles per hour on level ground.

g. *Pedestrian* means any person utilizing Sidewalks, Sidewalk Areas, or Rights-of-way on foot, and shall include people using wheelchairs or other ADA-compliant devices.

h. *Rebalancing* means the process by which Shared Micromobility Devices, or other devices, are redistributed to ensure their availability throughout a service area and to prevent excessive buildup of Micromobility Devices or other similar devices.

i. *Relocate or Relocating or Removal* means the process by which Micromobility Devices are relocated and secured at designated locations or placed at a proper distribution point.

j. *Right(s)-of-way* means the surface and space above and below any real property in which the County has an interest in law or equity, devoted to, associated with,

or required for use as a transportation facility, including streets, easements, and sidewalks, but excluding parks.

k. *Santa Rosa Island Authority (SRIA)* means that board created and appointed by the county commissioners of Escambia County to provide oversight of Santa Rosa Island for such purposes as it shall deem to be in the public interests, pursuant to Chapter 24500, Laws of Florida, Special Acts 1947, as amended.

l. *Service Area* means the geographical area on or within Pensacola Beach where the Vendor is authorized to offer Shared Micromobility Device service for its users or customers, as defined by the Pilot Program Operating Agreement and Permit or Lease.

m. *Sidewalk* means that portion of a street between the curb line, or the lateral line, of a roadway and the adjacent property lines, intended for use by pedestrians.

n. *Sidewalk Area(s)* include trail in the area of a sidewalk, as well as the sidewalk, and may be a median strip or a strip of vegetation, grass, bushes, trees, street furniture, or a combination of these between the curb line of the roadway and the adjacent property.

o. *User* means a person who uses a digital network in order to obtain a Micromobility Device from a Vendor.

p. *Vendor* means any entity that owns, operates, redistributes, or rebalances Micromobility Devices, and operates a Shared Micromobility Device System on or within Pensacola Beach.

(4) Prohibition.

a. It shall be a violation of this Section to operate a Micromobility Device or Motorized Scooter in the Commercial Core Area of Pensacola Beach.

(5) Pilot Program for Shared Micromobility Devices and Motorized Scooters on Pensacola Beach Public Rights-of-Way Outside of Prohibited Area; Establishment; Criteria.

a. The Board of Commissioners of Escambia County hereby establishes a twelve (12) month Shared Micromobility Device Pilot Program for the operation of Shared Micromobility Devices or Motorized Scooters on Sidewalks and Sidewalk Areas on or within Pensacola Beach, excluding the Commercial Core Area.

b. The Pilot Program will commence on such date as directed by the SRIA ("Commencement Date") and will terminate twelve (12) months after the Commencement Date.

c. Shared Micromobility Devices shall not be operated on Pensacola Beach unless a Vendor has entered into a fully executed Operating License Agreement and Permit or Lease ("Pilot Program Operating Agreement and Permit or Lease") with the SRIA.

d. The SRIA Executive Director, or his or her designee(s), is authorized to develop, and execute, the Pilot Program Operating Agreement and Permit or Lease, and any other documents related to the Pilot Program.

e. If two or more Shared Micromobility Devices from a Vendor, without a valid Pilot Program Operating Agreement and Permit or Lease with the SRIA, are found at a particular location on or within Pensacola Beach, it will be presumed that the

Shared Micromobility Devices have been deployed by that Vendor, and it will be presumed that the Vendor is in violation of this Section, and the Shared Micromobility Devices are subject to impoundment.

f. A Vendor shall apply to participate in the Pilot Program.

g. The SRIA shall select Vendors to participate in the Pilot Program, and the SRIA shall determine the total number of Shared Micromobility Devices to participate in the Pilot Program.

h. The total number of Shared Micromobility Devices shall be distributed equally among the Vendors selected to participate in the Pilot Program, or as directed by the SRIA. Micromobility Devices that are impounded or removed shall count towards the maximum permitted Micromobility Devices authorized on or within Pensacola Beach.

i. Once selected as a Pilot Program participant, a Vendor shall submit a one-time, non-refundable permit or lease fee of $500.00, prior to entering into the Pilot Program Operating Agreement and Permit or Lease, which shall be used to assist with offsetting costs to the SRIA related to administration and enforcement of this Section and the Pilot Program.

j. In addition to the non-refundable permit or lease fee set forth herein, prior to entering into the Pilot Program Operating Agreement and Permit or Lease, a Vendor shall remit to the SRIA a one-time, non-refundable fee in the amount of $100 per device deployed by the Vendor.

k. Prior to entering into a Pilot Program Operating Agreement and Permit or Lease, a Vendor shall, at its own expense, obtain and file with the SRIA a performance

bond in the amount of no less than $10,000. The performance bond shall serve to:

1. Guarantee proper performance under the requirements of this Section and the Pilot Program Operating Agreement and Permit or Lease;
2. Restore damage to the County's Rights-of-way; and
3. Secure and enable SRIA to recover all costs or fines permitted under this Section if the Vendor fails to comply with such costs or fines.

l. Any proceeds recovered under the performance bond may be used to reimburse the SRIA for such additional expense as may be incurred by SRIA as a result of the failure of the Vendor to comply with the responsibilities imposed by this Section, including, but not limited to, attorney's fees and costs of any action or proceeding, the cost to Relocate any Micromobility Device or Motorized Scooter, and any unpaid violation fines.

m. The Pilot Program Operating Agreement and Permit or Lease will be effective for a twelve (12) month period and will automatically expire at the end of the twelve (12) month period, unless extended, or otherwise modified, by the SRIA or Board of Commissioners of Escambia County.

1. Upon expiration of the Pilot Program, Vendors shall immediately cease operations, and within two (2) business days of the expiration of the Pilot Program, Vendors shall remove all Micromobility Devices from Pensacola Beach, unless otherwise directed by the SRIA Executive Director.
2. Failure to remove all Micromobility Devices within the two (2) business day timeframe may result in the impoundment of the Micromobility Devices and

the Vendor having to pay applicable fees to recover the Micromobility Device from impound in accordance with this Section.

n. In the event the Pilot Program is extended, or otherwise modified, by the SRIA or Board of Commissioners of Escambia County, the Pilot Program Operating Agreement and Permit or Lease may be extended consistent with such SRIA direction.

o. Upon the expiration of the Pilot Program, Shared Micromobility Devices shall not be permitted to operate on or within Pensacola Beach unless and until the Board of Commissioners of Escambia County adopts an ordinance authorizing the same.

(6) Operation of a Dockless Shared Micromobility Device System; Vendor's Responsibilities and Obligations; Micromobility Device Specifications.

a. The Vendor of a Shared Micromobility Device System is responsible for maintenance of each Shared Micromobility Device.

b. The Micromobility Device shall be restricted to a maximum speed of 15 miles per hour on or within Pensacola Beach.

c. Each Shared Micromobility Device shall predominantly display the Vendor's company name and contact information, which may be satisfied by printing the company's Uniform Resource Locator (URL) or providing a code to download the company's mobile application.

d. Vendors must comply with all applicable local, state, and federal regulations and laws.

e. Vendors must provide to the SRIA an emergency preparedness plan that details where the Micromobility Devices will be located and the amount of time it will take

to secure all Micromobility Devices once a tropical storm or hurricane watch or warning has been issued by the National Weather Service.

1. The Vendor must promptly secure all Micromobility Devices within twelve (12) hours of an active tropical storm or hurricane watch or warning issued by the National Weather Service. Following the tropical storm or hurricane, the SRIA will notify the Vendor when, and where, it is safe to redistribute the Micromobility Devices on or within Pensacola Beach.

f. Micromobility Devices that are inoperable or damaged, improperly parked, blocking ADA accessibility, or do not comply with this Section must be removed by the Vendor within one (1) hour upon receipt of a complaint.

1. An inoperable or damaged Micromobility Device is one that has non-functioning features or is missing components.
2. A Micromobility Device that is not removed within this timeframe is subject to impoundment and any applicable impoundment fees, code enforcement fees, or penalties.

g. Vendors shall provide the SRIA with the data as required in the Pilot Program Operating Agreement and Permit or Lease.

h. Vendors must provide details on how Users can utilize the Micromobility Device without a smartphone.

i. Vendors must Rebalance the Micromobility Devices daily based on the use within each service area as defined in the Pilot Program Operating Agreement and Permit or Lease to prevent excessive buildup of units in certain locations.

j. The Vendor's mobile application and website must inform Users how to safely and legally ride a Micromobility Device.

k. The Vendor's mobile application must clearly direct Users to customer support mechanisms, including but not limited to phone numbers or websites. The Vendor must provide a staffed, toll-free Customer Service line which must provide support 24 hours per day, 365 days per year.

l. The Vendor must provide a direct customer service or operations staff contact to SRIA staff.

m. All Micromobility Devices shall comply with the lighting standards set forth in Section 316.2065(7), Florida Statutes, as may be amended or revised, which requires a reflective white light visible from a distance of at least 500 feet and a reflective rear red light visible from a distance of at least 600 feet.

n. All Micromobility Devices shall be equipped with GPS, cell phone, or a comparable technology for the purpose of tracking.

o. All Micromobility Devices must include a kickstand capable of keeping the unit upright when not in use.

p. The only signage allowed on a Micromobility Device is that which identifies the Vendor. Third-party advertising is not allowed on any Micromobility Device.

q. The Santa Rosa Island Authority Executive Director, or his or her designee, may create geofenced areas where the Micromobility Devices shall not be utilized or parked. The Vendor must have the technology available to operate under these requirements upon request. Such areas of limitation or prohibition are in addition

to the prohibition of use of Micromobility Devices within the Commercial Core Area of Pensacola Beach.

r. The Santa Rosa Island Authority Executive Director, or his or her designee, may create designated parking zones (i.e., corrals) in certain areas where the Micromobility Devices shall be parked.

(7) Operation and Parking of a Micromobility Device or Motorized Scooter.

a. Regardless of termination, modification, or expiration of the Shared Micromobility Device Pilot Program, the provisions of this subsection shall remain in effect.

b. The riding and operating of Micromobility Devices and Motorized Scooters is permissible upon all Sidewalks, Sidewalk Areas, and other areas a bicycle may legally travel, located on or within Pensacola Beach limits, except the area(s) listed below:

    1. Micromobility Devices and Motorized Scooters are prohibited from operating or parking, at all times, on Streets, Sidewalks, bike paths, Sidewalk Areas, or Rights-of-way within the Commercial Core Area of Pensacola Beach.

c. A User of a Micromobility Device or Motorized Scooter has all the rights and duties applicable to the rider of a bicycle under Section 316.2065, Florida Statutes.

d. Micromobility Devices and Motorized Scooters shall be restricted to a maximum speed of 15 miles per hour.

e. A User operating a Micromobility Device or Motorized Scooter upon and along a Sidewalk, Sidewalk Area, or across a roadway upon and along a crosswalk, has all the rights and duties applicable to a bicyclist under the same circumstances,

and shall yield the right-of-way to any Pedestrian and shall give an audible signal before overtaking and passing such Pedestrian.

f. A User operating a Micromobility Device or Motorized Scooter must comply with all applicable local, state, and federal laws.

g. Use of public sidewalks for parking Micromobility Devices and Motorized Scooters shall not:

1. Adversely affect the streets or sidewalks;
2. Inhibit pedestrian movement;
3. Inhibit the ingress and egress of vehicles parked on-street or off-street;
4. Create conditions which are a threat to public safety or security;
5. Prevent a minimum four (4) foot pedestrian clear path;
6. Impede access to existing docking stations, if applicable;
7. Impede loading zones, handicap accessible parking zones, or other facilities specifically designated for handicap accessibility, on-street parking spots, curb ramps, business or residential entryways, driveways, travel lanes, bicycle lanes, or be within 15 feet of a fire hydrant; or
8. Violate Americans with Disabilities Act (ADA) accessibility requirements.

(8) Impoundment; Removal or Relocating.

a. Any Shared Micromobility Device that is inoperable or damaged, improperly parked, blocking ADA accessibility, does not comply with this Section, or is left unattended on public property, including Sidewalks, Sidewalk Areas, Rights-of-way, and parks, may be impounded, removed, or relocated by Escambia County

staff, SRIA staff, persons under contract with Escambia County or SRIA, any law enforcement officer, licensed beach patrol, or lifeguard.

1. Unattended or abandoned Shared Micromobility Devices or Motorized Scooters in violation of this Section are a public nuisance.
2. A Shared Micromobility Device is not considered unattended if it is secured in a designated parking area, rack (if applicable), parked correctly, or in another location or device intended for the purpose of securing such device.

b. Any Micromobility Device that is displayed, offered, or made available for rent on or within Pensacola Beach by a Vendor without a valid Pilot Program Operating Agreement and Permit or Lease with SRIA is subject to impoundment or Removal, and will be subject to applicable impoundment fees or removal fines as specified in this Section.

c. Escambia County staff, SRIA staff, persons under contract with Escambia County or SRIA, any law enforcement officer, licensed beach patrol, or lifeguard may, but are not obligated to, remove or relocate a Micromobility Device that is in violation of this Section. A Vendor shall pay to the SRIA, a $75.00 fee per device that is removed or relocated.

d. Impoundment shall occur in accordance with Section 713.78, Florida Statutes. The Vendor shall be solely responsible for all expenses, towing fees, and costs required by the towing company to retrieve any impounded Micromobility Device(s). The Vendor of a Micromobility Device impounded under this Section will be subject to all liens and terms described under Section 713.78, in addition to

payment of all applicable penalties, costs, fines, or fees that are due in accordance with this Section and applicable local, state, and federal law.

(9) High Impact Event on Santa Rosa Island.

a. *High impact event* means an event or gathering on beach property in Escambia County or on Santa Rosa Island or Pensacola Beach during which one (1) or more of the following occur:

1. An event, activity, or period of time that generates a significant spike in social media conversations, increasing audience impressions, and attention to the County, Santa Rosa Island, or Pensacola Beach, which is expected to generate attendance by more than five thousand (5,000) people for an area of beach property;
2. An event is held pursuant to a special permit which is expected to result in attendance by more than twenty-five thousand (25,000) people on beach property;
3. A maintenance of traffic plan would be required, or is required (e.g., including, but not limited to, street closures, lane closures, shuttle service) based upon the high impact event or pursuant to a special event permit;
4. Hotel occupancy levels are anticipated to be greater than eighty-five (85) percent on Santa Rosa Island or Pensacola Beach; or
5. Law enforcement mutual aid or other assistance from outside law enforcement agencies is required to provide for the safety and well-being of residents and visitors to the beach property.

b. Whenever the County Administrator, or his or her designee, determines that a high impact event on beach property will occur, or is in progress, he or she may prohibit or limit the use of Micromobility Devices, Motorized Scooters, or the Dockless Shared Micromobility Device System on or within Pensacola Beach.

c. In the event the County Administrator, or his or her designee, prohibits or limits use of Micromobility Devices, Motorized Scooters, or the Dockless Shared Micromobility Device System during a high impact event, notice of such action and duration shall be filed with the Clerk of Court and delivered to all appropriate news and social media for publication and to local radio and television stations for broadcast. If practicable, signs may be posted in the impacted area(s) advising of the prohibition or limitation during the duration of such action.

d. Any refusal to comply with the action(s) taken during a high impact event shall be prosecuted in the same manner as misdemeanors are prosecuted and shall be punished by a fine not to exceed $500.00 or by imprisonment in the county jail not to exceed 60 days or by both such fine and imprisonment, as provided for in Section 1-17 of this Code, or as otherwise allowed by state law.

(10) Enforcement, Fees, Fines, and Penalties.

a. Violations of this Section shall be punished by a fine not to exceed $500.00 or by imprisonment in the county jail not to exceed 60 days or by both such fine and imprisonment, as provided for in Section 1-17 of this Code, or as otherwise allowed by state law.

b. The SRIA reserves the right to revoke any Pilot Program Operating Agreement and Permit or Lease, if there is a violation of this Section, the Pilot Program

Operating Agreement and Permit or Lease, public health, safety or general welfare, or for other good and sufficient cause as determined by the SRIA in its sole discretion.

c. Violations of Operating a Shared Micromobility Device System without a valid, fully executed Pilot Program Operating Agreement and Permit or Lease, shall be fined $250.00 per day for an initial offense, and $500.00 per day for any repeat offenses within thirty (30) days of the last offense by the same Vendor. Each day of non-compliance shall constitute a separate offense.

d. Violations of this Section or of the Pilot Program Operating Agreement and Permit or Lease shall be fined at $100.00 per device, per day for an initial offense, and $200.00 per device, per day for any repeat offenses within thirty (30) days of the last same offense by the same Vendor. Each day of non-compliance shall constitute a separate offense.

e. The following fees, costs, and fines shall apply to Vendors:

Pilot Program Permit or Lease Fee	$500.00; non-refundable
Performance Bond	$10,000.00 minimum
One time per unit fee	$100.00 per unit; non-refundable
Removal or Relocation	$75.00 per device
Operating without Valid Operating Agreement & Permit or Lease Fine	$250.00 per day; $500.00 per day for repeat offense

Permit or Lease Violation Fine	$100.00 per device, per day; $200.00 per device, per day for repeat offense

f. At the discretion of the SRIA Executive Director, a Vendor is subject to a fleet size reduction or total Pilot Program Operating Agreement and Permit or Lease revocation should the following occur:

   1. If the violations of the regulations set forth in this Section are not addressed in a timely manner; or
   2. Fifteen (15) unaddressed violations of the regulations set forth in this Section within a 30-day period; or
   3. Submission of inaccurate or fraudulent data.

g. In the event of fines being assessed as specified herein or a Pilot Program Operating Agreement and Permit or Lease revocation, the SRIA Executive Director shall provide written notice of the fines or revocation via certified mail or other method specified upon in the Pilot Program Operating Agreement, informing the Vendor of the violations, fines, or revocation.

(11) Data Sharing.

a. All permitted Vendors shall provide the SRIA with the following data on a monthly basis in PDF format:

   1. Number of Micromobility Devices in circulation;
   2. Number of daily, weekly, and monthly riders;
   3. Total number of miles traveled by riders (daily, weekly, monthly, quarterly, and annually);

4. Average amount of time each Micromobility Device is available (not in use);
5. Number of rides per User per day;
6. Number of rides per Micromobility Device per day;
7. Duration of rides per User per day;
8. Average duration of rider per day of the week;
9. Monthly summary of Micromobility Device distribution and GPS-based natural movement in heat map format;
10. Summary of fleet numbers lost to theft and/or vandalism;
11. Summary of customer comments and complaints, resolution to, and time required to resolve each complaint;
12. Summary of repairs per Micromobility Device per month.

b. Such data shall be provided to the SRIA within the first five (5) business days of each month.

(12) Appeal Rights.

a. Vendors who have been subject to the imposition of violation fines pursuant to this Section or a Pilot Program Operating Agreement and Permit or Lease revocation may appeal the imposition of violation fines or revocation.
    1. Should a Vendor seek an appeal from the imposition of violation fines or the Pilot Program Operating Agreement and Permit or Lease revocation, the Vendor shall furnish notice of such request to the SRIA Board no later than ten (10) business days from the date of receipt of the certified letter informing the Vendor of the imposition of violation fines or revocation of the Pilot Program Operating Agreement and Permit.

b. Upon receipt of a notice of appeal, a hearing shall be scheduled and conducted by SRIA Board. The hearing shall be conducted at the next regular meeting date of the SRIA Board, or as agreed between the SRIA and Vendor.

c. Findings of fact shall be based upon a preponderance of the evidence and shall be based exclusively on the evidence of record and on matters officially recognized.

d. The SRIA Board shall render a final order within thirty (30) calendar days after the hearing concludes, unless the parties waive the time requirement. The final order shall contain written findings of fact, conclusions of law, and a recommendation to approve, approve with conditions, or deny the decision subject to appeal. A copy of the final order shall be provided to the parties by certified mail or, upon mutual agreement of the parties, by electronic communication.

e. An aggrieved party may challenge the final order by a certiorari appeal filed in accordance with Florida law with the circuit court no later than thirty (30) days following rendition of the final decision or in any court having jurisdiction.

(13) Indemnification and Insurance.

a. As a condition of the Pilot Program Operating Agreement and Permit or Lease, the Vendor agrees to indemnify, hold harmless, and defend the SRIA and County, its representatives, employees, and elected and appointed officials, from and against all ADA accessibility and any and all liability, claims, damages, suits, losses, and expenses of any kind, including reasonable attorney's fees and costs for appeal, associated with or arising out of, or from the Pilot Program Operating Agreement and Permit or Lease, the use of right-of-way or county-owned property for the Pilot

Program operations, or arising from any negligent act, omission, or error of the Vendor, owner, or managing agent, its agents or employees, or from failure of the Vendor, its agents, or employees, to comply with each and every requirement of this Ordinance, the Pilot Program Operating Agreement and Permit or Lease, or with any other federal, state, or local traffic law or any combination of the same.

b. Prior to commencing operation in the Pilot Program, the Vendor shall provide and maintain such liability insurance, property damage insurance, and any other specified coverages in amounts and types as determined by the SRIA and contained in the Pilot Program Operating Agreement and Permit or Lease, necessary to protect the SRIA and County, its representatives, employees, and elected and appointed officials, from all claims and damage to property or bodily injury, including death, which may arise from any aspect of the Pilot Program or its operation.

c. A Vendor shall include language in their User agreement that requires, to the fullest extent permitted by law, the User to fully release, indemnify, and hold harmless the SRIA and County.

d. In addition to the requirements set forth herein, the Vendor shall provide any additional insurance coverages in the specified amounts and comply with any revised indemnification provision specified in the Pilot Program Operating Agreement and Permit or Lease.

e. The Vendor shall provide proof of all required insurance prior to receiving a fully executed Pilot Program Operating Agreement and Permit or Lease.

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 the holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 3. Conflict with Other Ordinances and Codes. All ordinances or parts of ordinances of Escambia County in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

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

Section 5. Effective Date. This Ordinance shall become effective upon filing with the Department of State.

DONE AND ENACTED this ____ day of _____, 2019.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
By: Steven Barry, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By:_____
Deputy Clerk

(SEAL)

Approved as to form and legal sufficiency.

By/Title: _____
Date: 11/26/19

ENACTED: _____
FILED WITH DEPARTMENT OF STATE: _____
EFFECTIVE: _____

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-17202 **Clerk & Comptroller's Report 13. 1.**
BCC Regular Meeting **Consent**
Meeting Date: 12/05/2019
Issue: October 2019 Investment Report
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of the October 31, 2019, Investment Report

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended October 31, 2019, as required by Ordinance Number 95-13; on October 31, 2019, the portfolio market value was $300,871,187 and portfolio earnings totaled $544,243 for the month. The short term portfolio achieved a yield of 2.07%. The long-term CORE portfolio achieved a yield of 1.61%.

Attachments

October 2019 Investment Report

INVESTMENT PORTFOLIO SUMMARY REPORT

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO SUMMARY REPORT
FISCAL YEAR 2019-2020
October 31, 2019

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 2019-2020
October 31, 2019

INVESTMENT PORTFOLIO COMPOSITION

SUMMARY OF INVESTMENT ALLOCATION	Market Value September 30, 2019	Market Value October 31, 2019
Bank Accounts	$25,107,551	$24,628,107
Local Government Investment Pools[1]	$84,353,374	$84,501,508
Local Government Investment Pools[2]	$48,535,663	$24,654,442
Certificates of Deposit	$76,844,369	$76,844,369
Money Market Mutual Fund	$1,533,984	$1,618,284
U.S. Treasury Bond/Notes	$60,030,534	$65,603,242
Federal Agency Bond/Note	$8,620,366	$5,630,766
Municipal Bonds	$2,859,808	$399,996
Corporate Notes	$16,963,511	$16,990,474
Total Portfolio Assets:	**$324,849,160**	**$300,871,187**
Current Month Earnings:	**$359,413**	**$544,243**
Fiscal Year to Date Earnings:	**$7,981,233**	**$544,243**

[1] FL PRIME, FLCLASS, FL-FIT
[2] FL TRUST

SHORT TERM AND LONG TERM CORE PORTFOLIO PERFORMANCE STATISTICS

SHORT TERM PORTFOLIO:	September 30, 2019	October 31, 2019
Market Value	**$234,840,958**	**$210,628,426**
Short Term Portfolio Yield:[3]	**2.13%**	**2.07%**
Benchmark: S&P GIP Index 30 Day Gross of Fees Yield:	2.20%	1.96%
Fiscal YTD Earnings:	**$6,577,976**	**$411,325**

LONG TERM CORE PORTFOLIO:	September 30, 2019	October 31, 2019
Market Value	**$90,008,203**	**$90,242,761**
CORE Portfolio Yield to Maturity at Market:	**1.76%**	**1.61%**
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:	1.69%	1.57%
CORE Portfolio Total Return:	**-0.05%**	**0.32%**
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:	-0.11%	0.33%
Effective Duration (Years)	**1.70**	**1.76**
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:	1.81	1.80
Fiscal YTD Earnings:	**$1,403,257**	**$132,918**

[3] Short Term Yield calculated without BoA Operating Accounts (ECR) JUL 19

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO REPORT
FISCAL YEAR 2019-2020
October 31, 2019

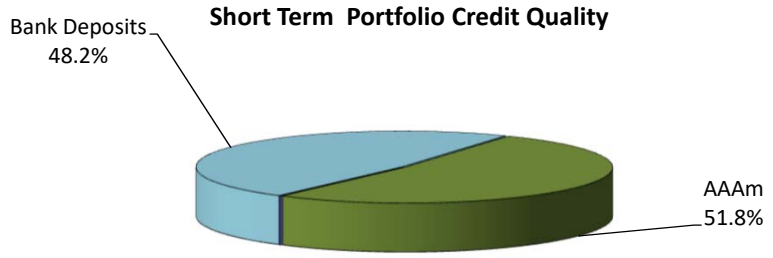
SHORT TERM INVESTMENT PORTFOLIO:

PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:

Investment Type	Market Value	Percent Allocation
Bank of America Checking Account	$ 24,628,107	11.7%
Certificates of Deposit	76,844,369	36.5%
Local Government Investment Pools*	84,501,508	40.1%
Local Government Investment Pools**	24,654,442	11.7%
Total Short Term Portfolio Assets:	**$ 210,628,426**	100.0%

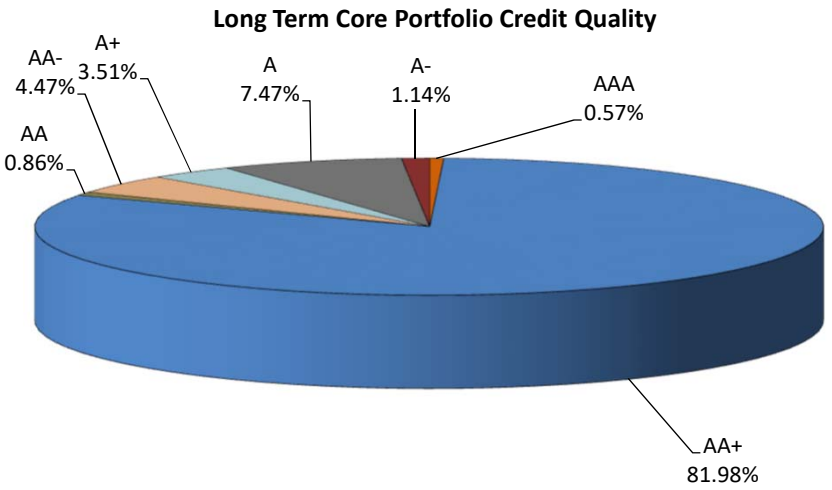
**FL PRIME, FLCLASS, FL-FIT*

***FL TRUST*



LONG TERM INVESTMENT PORTFOLIO:

Investment Type	Market Value	Percent Allocation
U.S. Treasury Bond / Note	$ 65,603,242	72.7%
Federal Agency Bond / Note	5,630,766	6.2%
Municipal Obligations	399,996	0.4%
Corporate Note	16,990,474	18.8%
Money Market Mutual Fund - Federated Government	1,618,284	1.8%
Total Long Term Core Portfolio Assets:	**$ 90,242,761**	**100.0%**



ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT POLICY COMPLIANCE REPORT
FISCAL YEAR 2019-2020
October 31, 2019

Security Type	Market Value	Percent Allocation	Permitted by Policy	In Compliance
United States Treasury Securities	65,603,242	21.8%	100%	Yes
Federal Instrumentalities	5,630,766	1.9%	50%	Yes
Local Government Investment Pools	109,155,950	36.3%	75%	Yes
Certificates of Deposit	76,844,369	25.5%	50%	Yes
Corporate Notes	16,990,474	5.6%	25%	Yes
State and/or Local Government Debt	399,996	0.1%	25%	Yes
Bank Accounts - Bank of America	24,628,107	8.19%	100%	Yes
Money Market Mutual Fund	1,618,284	0.5%	50%	Yes
Total Investment Holdings	**300,871,187**	**100.0%**		

Individual Issuer Breakdown	Market Value	Percent Allocation	Permitted by Policy	In Compliance
American Honda Finance	420,221	0.1%	5%	Yes
Apple Inc. Corporate Notes	1,013,345	0.3%	5%	Yes
BBVA	25,786,652	8.6%	15%	Yes
Centennial Bank	20,331,626	6.8%	15%	Yes
Caterpillar INC	749,693	0.2%	5%	Yes
Cisco Systems Inc.	2,028,944	0.7%	5%	Yes
Coca-Cola Company	328,914	0.1%	5%	Yes
Deere & Company	1,207,801	0.4%	5%	Yes
Fannie Mae	3,480,985	1.2%	5%	Yes
Federal Home Loan Bank (FHLB)	2,149,781	0.7%	25%	Yes
Fidelity Institutional Government MMF	1,618,284	0.5%	25%	Yes
FLCLASS	5,282,045	1.8%	50%	Yes
FL-FIT	15,084,596	5.0%	50%	Yes
Florida Prime (SBA)	64,134,867	21.3%	50%	Yes
Florida Local Government Investment Trust	24,654,442	8.2%	50%	Yes
Hancock Bank	5,031,526	1.7%	15%	Yes
Home Depot Inc.	469,869	0.2%	5%	Yes
Honeywell International	751,487	0.2%	5%	Yes
IBM CORP	999,714	0.3%	5%	Yes
Intel Corporation	1,013,870	0.3%	5%	Yes
JP Morgan Chase Corporate Notes	1,008,461	0.3%	5%	Yes
Mastercard	754,089	0.3%	5%	Yes
Merck & CO INC	765,381	0.3%	5%	Yes
Microsoft Corporate Notes	507,286	0.2%	5%	Yes
Oracle Corp	1,015,524	0.3%	5%	Yes
Proctor & Gamble Co	668,389	0.2%	5%	Yes

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT POLICY COMPLIANCE REPORT
FISCAL YEAR 2019-2020
October 31, 2019

Individual Issuer Breakdown	Market Value	Percent Allocation	Permitted by Policy	In Compliance
Servisfirst Bank	25,694,565	8.5%	**15%**	**Yes**
State Street Corporation	1,005,372	0.3%	**5%**	**Yes**
The Walt Disney Corporation	508,125	0.2%	**5%**	**Yes**
Toyota Motor Corp	605,765	0.2%	**5%**	**Yes**
United Parcel Service Inc.	505,651	0.2%	**5%**	**Yes**
United States Treasury Securities	65,603,242	21.8%	**100%**	**Yes**
University of WA Taxable Revenue Bonds	399,996	0.1%	**5%**	**Yes**
Visa Inc	662,572	0.2%	**5%**	**Yes**
Total Investment Holdings	**300,871,187**	**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-17169 **Clerk & Comptroller's Report 13. 2.**
BCC Regular Meeting **Consent**
Meeting Date: 12/05/2019
Issue: TDT Collection Data for the September 2019 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 September 2019 Returns Received in October 2019

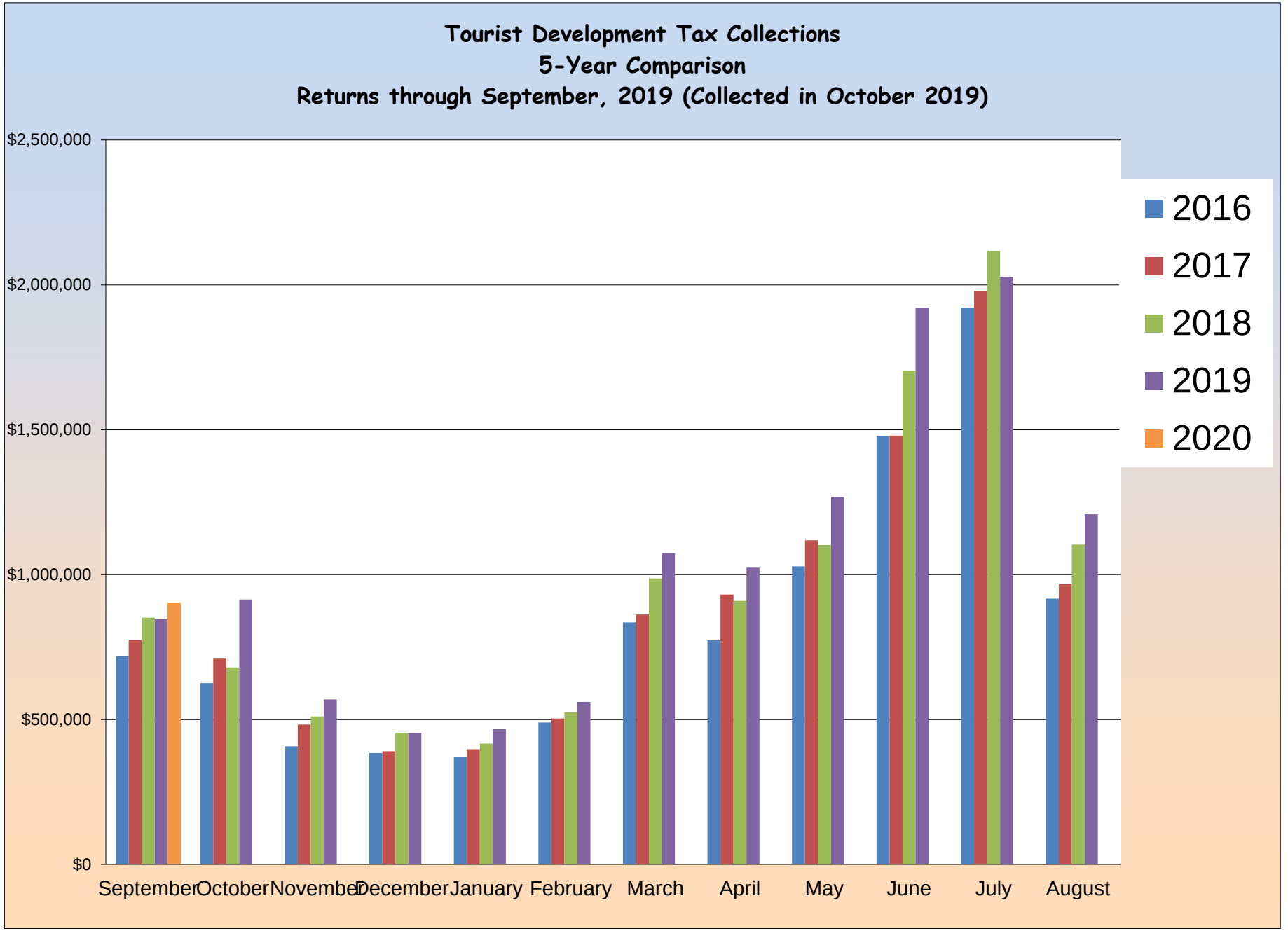
That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the September 2019 returns received in the month of October 2019, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the first month of collections for the Fiscal Year 2020; total collections for the month of September 2019 returns was $900,199.76; this is a 6.33% increase over the September 2018 returns; total collections to date are 6.33% more than the comparable time frame in Fiscal Year 2019.

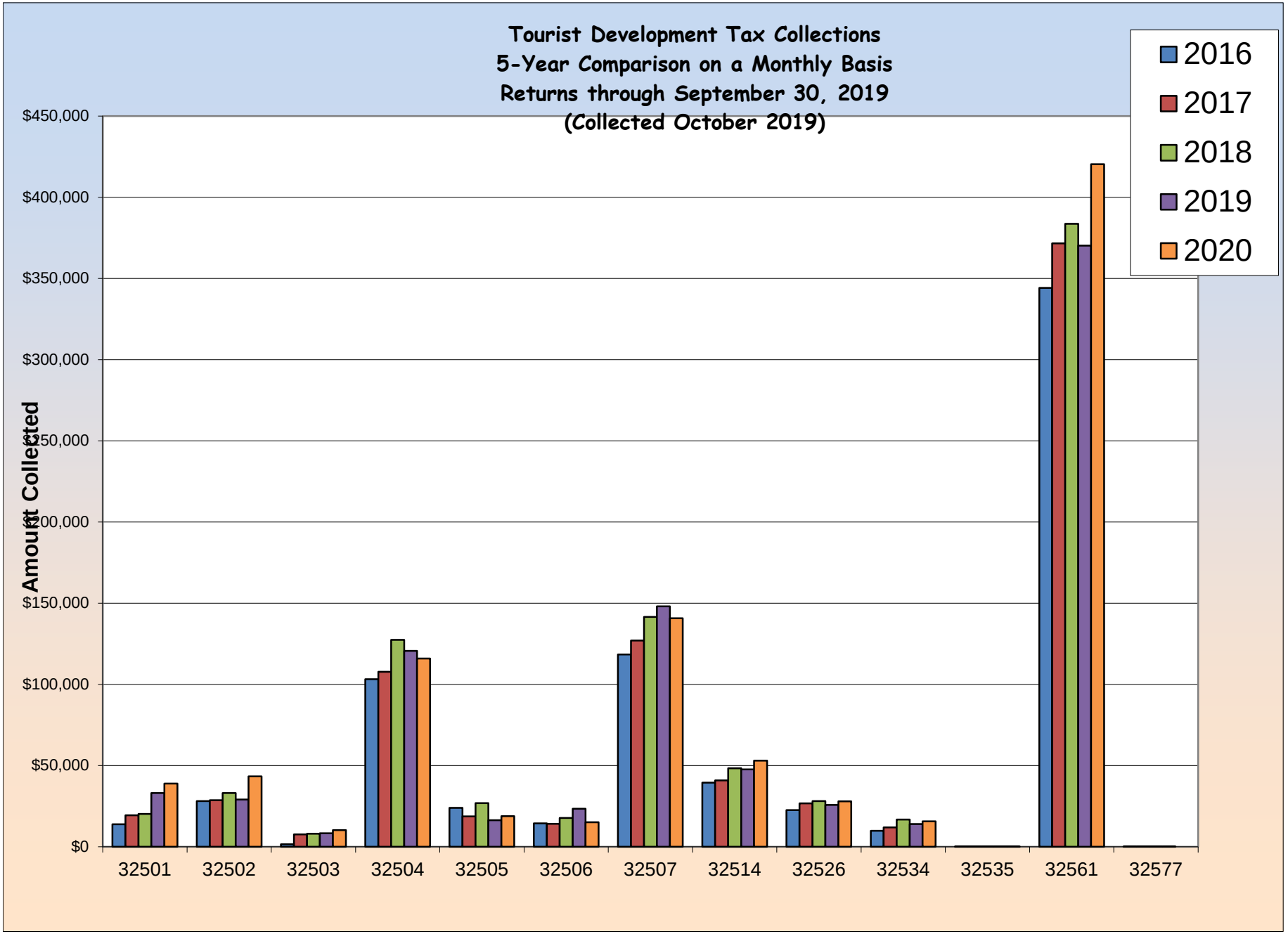
Attachments

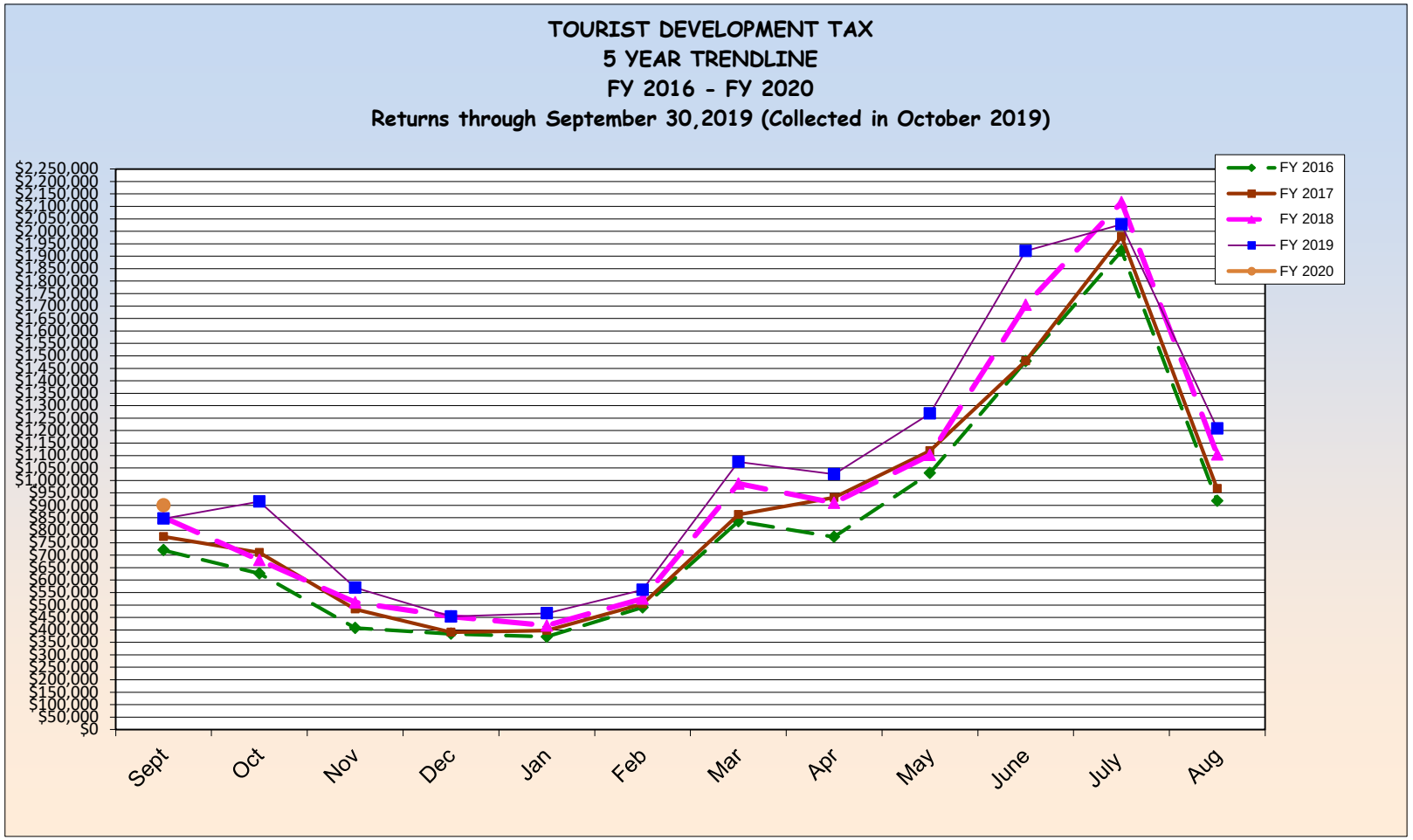
September 2019 TDT Returns Collected October 2019

FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
REPORTED IN FISCAL YEAR FORMAT
ESCAMBIA COUNTY FLORIDA
AS OF OCTOBER 2019

Zip Code	Fiscal Year 2020 YTD Collected	Fiscal Year 2019 YTD Collected	Difference	% Change
32501	38,864	33,060	5,804	18%
32502	43,390	29,038	14,352	49%
32503	10,319	8,340	1,979	24%
32504	115,910	120,568	(4,658)	-4%
32505	18,785	16,401	2,384	15%
32506	15,041	23,343	(8,302)	-36%
32507	140,739	148,106	(7,367)	-5%
32514	53,089	47,657	5,432	11%
32526	27,935	25,767	2,168	8%
32534	15,692	13,922	1,770	13%
32535	174	209	(35)	-17%
32561	420,258	380,137	40,121	11%
32562	-	-	-	0%
32577	$ -	92	(92)	-100%
Total	**$ 900,197**	**$ 846,640**	**$ 53,557**	6%


Tourist Development Tax Collections
5-Year Comparison
Returns through September, 2019 (Collected in October 2019)
$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
2016
2017
2018
2019
2020


Tourist Development Tax Collections
5-Year Comparison on a Monthly Basis
Returns through September 30, 2019
(Collected October 2019)
2016
2017
2018
2019
2020
Amount Collected
$450,000
$400,000
$350,000
$300,000
$250,000
$200,000
$150,000
$100,000
$50,000
$0
32501
32502
32503
32504
32505
32506
32507
32514
32526
32534
32535
32561
32577


TOURIST DEVELOPMENT TAX
5 YEAR TRENDLINE
FY 2016 - FY 2020
Returns through September 30,2019 (Collected in October 2019)
FY 2016
FY 2017
FY 2018
FY 2019
FY 2020
Sept
Oct
Nov
Dec
Jan
Feb
Mar
Apr
May
June
July
Aug

FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
ESCAMBIA COUNTY FLORIDA
FISCAL YEAR 2020
AS OF October 2019

	Zip Code									
	32501		$ 32,502		32503		32504		32505	
Month of Collection	Downtown Area	% OF Total	Other Downtown Area	% OF Total	Cordova Mall & South Area	% OF Total	Davis & Scenic Hwy outh of I-10 includi Airport Area	% OF Total	South of Michigan Av East of Mobile Hwy West of Pace Blvd	% OF Total
10/19	$ 38,864	4%	$ 43,390	5%	$ 10,319	1%	$ 115,910	13%	$ 18,785	2%
Total	**$ 38,864**	**4%**	**$ 43,390**	**5%**	**$ 10,319**	1%	**$ 115,910**	**13%**	**$ 18,785**	**2%**

	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
10/19	$ 15,041	2%	$ 140,739	16%	$ 53,089	6%	$ 27,935	3%	$ 15,692	2%
Total	**$ 15,041**	2%	**$ 140,739**	16%	**$ 53,089**	6%	**$ 27,935**	3%	**$ 15,692**	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
10/19	$ 174	0%	$ 420,258	47%	$ -	0%	$ -	0%	$ 900,197	100%
Total	**$ 174**	0%	**$ 420,258**	47%	**$ -**	0%	**$ -**	0%	**$ 900,197**	

FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
ESCAMBIA COUNTY FLORIDA
FISCAL YEAR 2019
AS OF October 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
10/18	**33,060**	4%	**29,038**	3%	**8,340**	1%	**120,568**	14%	**16,401**	2%
Total	**33,060**	**4%**	**29,038**	**3%**	**8,340**	1%	**120,568**	**14%**	**16,401**	**2%**

	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
10/18	**23,343**	3%	**148,106**	17%	**47,657**	6%	**25,767**	3%	**13,922**	2%
Total	**23,343**	3%	**148,106**	17%	**47,657**	6%	**25,767**	3%	**13,922**	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
10/18	**209**	0%	**380,137**	45%	**-**	0%	**92**	0%	**846,640**	100%
Total	**209**	0%	**380,137**	45%	**-**	0%	**92**	0%	**846,640**	

Reported in Fiscal Year Format
Escambia County Florida

		THREE (3%) PERCENT TOURIST TAX DOLLARS COLLECTED 2011-2020									
Month Of	For The										
Collection	Month Of	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
OCT	SEP	$ 321,850	$ 343,637	$ 398,300	$ 385,209	$ 442,268	$ 539,766	$ 580,905	$ 638,832	$ 634,980	$ 675,150
	TOTAL	**$ 321,850**	**$ 343,637**	**$ 398,300**	**$ 385,209**	**$ 442,268**	**$ 539,766**	**$ 580,905**	**$ 638,832**	**$ 634,980**	**$ 675,150**

REPORTED IN FISCAL YEAR FORMAT
ESCAMBIA COUNTY, FLORIDA

		ADDITIONAL ONE (1%) PERCENT TOURIST TAX DOLLARS COLLECTED 2011-2020									
Month Of	For The										
Collection	Month Of	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
OCT	SEP	$ 107,283	$ 114,546	$ 132,767	$ 128,403	$ 147,425	$ 179,922	$ 193,635	$ 212,944	$ 211,660	$ 225,050
TOTAL		**$ 107,283**	**$ 114,546**	**$ 132,767**	**$ 128,403**	**$ 147,425**	**$ 179,922**	**$ 193,635**	**$ 212,944**	**$ 211,660**	**$ 225,050**

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-17138 **Clerk & Comptroller's Report 13. 3.**
BCC Regular Meeting **Consent**
Meeting Date: 12/05/2019
Issue: Transfer of Machinery & Equipment to the Sheriff's Office
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Transfer of Machinery & Equipment to the Sheriff's Office

That the Board approve the transfer of equipment from the Board to the Escambia County Sheriff's Office, as of September 30, 2019, in the amount of $3,257,522.26.

Background:

These assets were purchased during the Fiscal Year 2018-2019 with Local Option Sales Tax and Law Enforcement Trust Funds, and are part of the Escambia County Sheriff's Tangible Property asset system. This property is still used and, pursuant to Chapter 274.003. Florida Statutes, the Sheriff is the custodian of the tangible property of the Sheriff's Office.

Attachments

FY 2019 Sheriff Transfer

SELECTION CRITERIA: orgn.fund in ('121','352','353') and expledgr.key_orgn like '540%' and expledgr.account like '56%'
ACCOUNTING PERIODS: 1/19 THRU 13/19

SORTED BY: FUND,TOTAL COST CNTR,1ST SUBTOTAL,ACCOUNT

TOTALED ON: FUND,TOTAL COST CNTR,1ST SUBTOTAL

PAGE BREAKS ON: FUND,TOTAL COST CNTR

FUND - 352 - LOST III
COST CENTER - 540115 - SHERIFFS CAP PROJECTS

ACCOUNT DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
352-52000-52100-54-5401-540115-540115 - SHERIFFS CAP PROJECTS									
56401 MACHINERY & EQUIPMENT					.00	.00	.00	BEGINNING BALANCE	
10/01/18	11-1				.00				
12/11/18	21-3		V31587	401748 HONORABLE DAVID		823.90	.00	ESC TAX COL-DEC18	
12/17/18	21-3		V31706	401748 HONORABLE DAVID		167,350.00	.00	GARBER CHEV-DEC18	
12/26/18	21-3		V31803	401748 HONORABLE DAVID		212,522.38	.00	ADVNTR MTRSPRT-7 BMW	
01/08/19	21-4		V31961	401748 HONORABLE DAVID		897.90	.00	ESCOTAXCOL-10TAG&TITL	
01/08/19	21-4		V31961	401748 HONORABLE DAVID		193,350.00	.00	WATCHGUARDVIDEO-30CAM	
01/15/19	21-4		V32050	401748 HONORABLE DAVID		57,920.03	.00	DANA SAFETY/VEH ACCES	
04/08/19	13-7				80,260.00			BA111-REIM PRCEED FOR EXP	
04/09/19	13-7				621,913.00			BA082-AMEND FY19 L.O.S.T	
05/09/19	13-8				125,683.00			BA143-REIM PRCEED FOR EXP	
05/20/19	21-8		V33867	401748 HONORABLE DAVID		36,759.01	.00	DANA SAFETY-VEH ACCES	
06/03/19	21-9		V34079	401748 HONORABLE DAVID		24,930.00	.00	APPLIEDCONC-12STLKRII	
06/21/19	13-9				6,755.00			BA155-REIM PRCEED FOR EXP	
06/21/19	13-9				17,625.00			BA147-VEH AUCTION PROCEED	
06/28/19	21-9		V34470	401748 HONORABLE DAVID		2,010.00	.00	APPLIEDCONCEPTS-VEHAC	
07/19/19	21-10		V34750	401748 HONORABLE DAVID		9,284.30	.00	SECURITY ENG-CAMERAS	
08/06/19	21-11		V34976	401748 HONORABLE DAVID		146,388.48	.00	DELL-535 DESKTOP COMP	
TOTAL MACHINERY & EQUIPMENT					852,236.00	852,236.00	.00		.00
TOTAL 1ST SUBTOTAL - CAPITAL OUTLAY					852,236.00	852,236.00	.00		.00
TOTAL TOTAL COST CNTR - SHERIFFS CAP PROJEC					852,236.00	852,236.00	.00		
TOTAL FUND - LOST III					852,236.00	852,236.00	.00		

0.00 *

852,236.00*+
2,405,286.26 +
3,257,522.26 *

* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

SELECTION CRITERIA: orgn.fund in ('121','352','353') and expledgr.key_orgn like '540%' and expledgr.account like '56%'
ACCOUNTING PERIODS: 1/19 THRU 13/19

SORTED BY: FUND,TOTAL COST CNTR,1ST SUBTOTAL,ACCOUNT

TOTALED ON: FUND,TOTAL COST CNTR,1ST SUBTOTAL

PAGE BREAKS ON: FUND,TOTAL COST CNTR

FUND - 353 - LOST IV
COST CENTER - 540113 - SHERIFFS CAP PROJECTS

ACCOUNT DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
353-52000 52100 54 5401-540113-540113 - SHERIFFS CAP PROJECTS									
56201 BUILDINGS					.00	.00	.00	BEGINNING BALANCE	
09/28/18	11-1				3,088,167.00			POSTED FROM BUDGET SYSTEM	
02/06/19	17-5	190994-01		421844 MCDELT LLC			22,350.00	SHERIFF'S ADMIN BREAK ROO	
06/07/19	18-9	190994-01		421844 MCDELT LLC			1,550.00	CHANGE ORDER - 1	
06/25/19	21-9	190994-01	V34379	421844 MCDELT LLC		23,900.00	-23,900.00	SHERIFF ADM BREAK RM	
09/13/19	19-12		JE1078B			1,673.00		DCAT FEE-SHERIFF BRK RM	
09/18/19	17-12	191613-01		021915 BAY DESIGN ASSOC			24,993.43	A&E SERVICES FOR THE SHER	
10/01/19	21-13		V35845	401748 HONORABLE DAVID		22,915.00	.00	FISHER CABINETS-BRKRM	
10/15/19	21-13		V36088	401748 HONORABLE DAVID		120,880.00	.00	OTIS ELEVATOR-F&B ELV	
TOTAL	BUILDINGS				3,088,167.00	169,368.00	24,993.43		2,893,805.57
56301 IMPROV OTHER THAN BUILDGS					.00	.00	.00	BEGINNING BALANCE	
12/07/18	11-3				.00				
12/07/18	25-3		BA042		1,155,511.00			BA042-SHRF FIRING RANGE	
12/13/18	17-3	190839-01		010852 ACTION TARGET IN			668,260.00	CONTRACT PD 17-18.076 SHE	
12/13/18	17-3	190841-01		032335 CHAVERS CONSTRUC			487,251.00	CONTRACT PD 17-18.102 CON	
04/02/19	21-7	190839-01	V33079	010852 ACTION TARGET IN		668,260.00	-668,260.00	SHERIFF FIRE RNG REHA	
04/09/19	21-7	190841-01	V33196	032335 CHAVERS CONSTRUC		194,900.40	-194,900.40	SHERIFF RANGE REHAB	
04/09/19	21-7	190841-01	V33196	032335 CHAVERS CONSTRUC		243,625.50	-243,625.50	SHERIFF RANGE REHAB	
04/30/19	21-8	190841-01	V33508	032335 CHAVERS CONSTRUC		43,852.59	-43,852.59	SHERIFF RANGE REHAB	
05/29/19	18-8	190841-01		032335 CHAVERS CONSTRUC			48,251.00	CHANGE ORDER - 1	
06/07/19	18-9	190841-01		032335 CHAVERS CONSTRUC			-9,400.00	CHANGE ORDER - 2	
TOTAL	IMPROV OTHER THAN BUILDGS				1,155,511.00	1,150,638.49	43,723.51		-38,851.00
56401 MACHINERY & EQUIPMENT					.00	.00	.00	BEGINNING BALANCE	
09/28/18	11-1				4,000,000.00			POSTED FROM BUDGET SYSTEM	
11/16/18	21-2		V31300	401748 HONORABLE DAVID		15,520.00	.00	MOTOROLA-VEH ACCESS	
11/29/18	19-2		JE0179			15,520.00		RCLS V31300 PROJ NO	
11/29/18	19-2		JE0179			-15,520.00		RCLS V31300 PROJ NO	
12/04/18	21-3		V31499	401748 HONORABLE DAVID		26,940.50	.00	WORLD FORD-17EXPEDITI	
12/04/18	21-3		V31499	401748 HONORABLE DAVID		38,499.50	.00	SANSING NISSAN-18ARMA	
01/22/19	21-4		V32133	401748 HONORABLE DAVID		1,714.65	.00	CDW/35VEH USB CRD RDR	
01/22/19	21-4		V32133	401748 HONORABLE DAVID		5,670.00	.00	CES/30VEH ANTENNA KIT	
01/22/19	21-4		V32133	401748 HONORABLE DAVID		161,295.00	.00	GARBERCHEV/5CHEVTAHOE	

* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

SELECTION CRITERIA: orgn.fund in ('121','352','353') and expledgr.key_orgn like '540%' and expledgr.account like '56%'
ACCOUNTING PERIODS: 1/19 THRU 13/19

SORTED BY: FUND,TOTAL COST CNTR,1ST SUBTOTAL,ACCOUNT

TOTALED ON: FUND,TOTAL COST CNTR,1ST SUBTOTAL

PAGE BREAKS ON: FUND,TOTAL COST CNTR

FUND - 353 - LOST IV
COST CENTER - 540113 - SHERIFFS CAP PROJECTS

ACCOUNT DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
56401 MACHINERY & EQUIPMENT (cont'd)									
01/29/19	21-4		V32247	401748 HONORABLE DAVID		20,646.53	.00	DANA SAFETY-VEH ACCES	
02/05/19	21-5		V32331	401748 HONORABLE DAVID		819.90	.00	DANA SAFETY-VEH ACCES	
02/05/19	21-5		V32331	401748 HONORABLE DAVID		23,204.51	.00	DELL-7 LATITUDE CMPTR	
02/05/19	21-5		V32331	401748 HONORABLE DAVID		63,474.00	.00	ALANJAYCHEV-3CHEVIMPA	
02/20/19	21-5		V32506	401748 HONORABLE DAVID		414.25	.00	ESCOTAXCOL-5TITLE&TAG	
02/20/19	21-5		V32506	401748 HONORABLE DAVID		5,433.89	.00	A-1 ACCESS/VEH ACCESS	
02/20/19	21-5		V32506	401748 HONORABLE DAVID		25,948.90	.00	MOTOROLA-10 MOB RADIO	
02/20/19	21-5		V32506	401748 HONORABLE DAVID		92,546.72	.00	DANA SAFETY/VEH ACCES	
02/20/19	21-5		V32506	401748 HONORABLE DAVID		101,610.00	.00	GARBERCHEV-3CHEVTAHOE	
02/20/19	21-5		V32506	401748 HONORABLE DAVID		139,910.50	.00	DELL/50 LAPTOPS	
02/20/19	21-5		V32506	401748 HONORABLE DAVID		122,606.00	.00	ALANJAYCHEV-5CHEV TRK	
02/25/19	21-5		V32605	401748 HONORABLE DAVID		68,058.81	.00	DANA SAFETY-VEH ACCES	
02/25/19	21-5		V32605	401748 HONORABLE DAVID		101,610.00	.00	GARBERCHEV-3CHEVTAHOE	
03/04/19	21-6		V32702	401748 HONORABLE DAVID		579.95	.00	ESCOTAXCOL-7TAG&TITLE	
03/04/19	21-6		V32702	401748 HONORABLE DAVID		203,220.00	.00	GARBERCHEV-6CHEVTAHOE	
03/11/19	21-6		V32795	401748 HONORABLE DAVID		711.56	.00	BBVACOMPASS-VEH ACCES	
03/11/19	21-6		V32795	401748 HONORABLE DAVID		745.65	.00	ESCOTAXCOL-9TAG&TITLE	
03/26/19	21-6		V33035	401748 HONORABLE DAVID		828.50	.00	ESCTAXCOL-10TITLE,TAG	
03/26/19	21-6		V33035	401748 HONORABLE DAVID		3,116.45	.00	DANA SAFETY-VEH ACCES	
03/26/19	21-6		V33035	401748 HONORABLE DAVID		21,635.00	.00	SANSINGNISSAN-17ESCAP	
03/26/19	21-6		V33035	401748 HONORABLE DAVID		35,558.00	.00	BOZARD FORD-19 F150	
03/26/19	21-6		V33035	401748 HONORABLE DAVID		203,220.00	.00	GARBERCHEV-6CHEVTAHOE	
04/08/19	21-7		V33246	401748 HONORABLE DAVID		248.55	.00	ESCOTAXCOL-3TITLE&TAG	
04/08/19	21-7		V33246	401748 HONORABLE DAVID		43,480.50	.00	BOZARDFORD-1TRANSITVA	
04/09/19	21-7		V33246	401748 HONORABLE DAVID		2,000.00	.00	STOPFIRE/40VEHFIREEXT	
04/09/19	21-7		V33246	401748 HONORABLE DAVID		406,440.00	.00	GARBERCHEV-(12)TAHOES	
04/23/19	21-7		V33467	401748 HONORABLE DAVID		30.00	.00	BOZARD FORD/CORRECTED	
04/23/19	21-7		V33467	401748 HONORABLE DAVID		2,027.00	.00	RESPECTFL/50FIRSTAIDK	
04/23/19	21-7		V33467	401748 HONORABLE DAVID		2,222.00	.00	FELLERS/VEH ACCESS	
04/23/19	21-7		V33467	401748 HONORABLE DAVID		6,137.29	.00	KENT AUTOMOTIVE/VEHAC	
05/07/19	21-8		V33664	401748 HONORABLE DAVID		331.40	.00	ESCOTAXCOL-4TITLE&TAG	
05/07/19	21-8		V33664	401748 HONORABLE DAVID		579.95	.00	ESCOTAXCOL-7TITLE&TAG	
05/07/19	21-8		V33664	401748 HONORABLE DAVID		5,149.98	.00	H&H PENSACOLA/VEH ACC	
08/06/19	21-11		V34976	401748 HONORABLE DAVID		388,600.82	.00	DELL-535 DESKTOP COMP	
09/24/19	21-12		V35754	401748 HONORABLE DAVID		62,500.00	.00	CARDIAC SCIENC-VEH AC	
TOTAL	MACHINERY & EQUIPMENT				4,000,000.00	2,405,286.26	.00		1,594,713.74
TOTAL 1ST SUBTOTAL - CAPITAL OUTLAY					8,243,678.00	3,725,292.75	68,716.94		4,449,668.31

* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

SELECTION CRITERIA: orgn.fund in ('121','352','353') and expledgr.key_orgn like '540%' and expledgr.account like '56%'
ACCOUNTING PERIODS: 1/19 THRU 13/19

SORTED BY: FUND,TOTAL COST CNTR,1ST SUBTOTAL,ACCOUNT

TOTALED ON: FUND,TOTAL COST CNTR,1ST SUBTOTAL

PAGE BREAKS ON: FUND,TOTAL COST CNTR

FUND - 353 - LOST IV
COST CENTER - 540113 - SHERIFFS CAP PROJECTS

ACCOUNT DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
TOTAL TOTAL COST CNTR - SHERIFFS CAP PROJEC					8,243,678.00	3,725,292.75	68,716.94		4,449,668.31
TOTAL FUND - LOST IV					8,243,678.00	3,725,292.75	68,716.94		4,449,668.31
TOTAL REPORT					9,095,914.00	4,577,528.75	68,716.94		4,449,668.31

* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

AI-17220 **Clerk & Comptroller's Report 13. 4.**
BCC Regular Meeting **Consent**
Meeting Date: 12/05/2019
Issue: Minutes and Reports
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

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

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

A. Accept, for filing with the Board's Minutes, the Report of the Gary Sansing Public Forum held November 18, 2019; and

B. Approve the Minutes of the Regular Board Meeting held November 18, 2019.

Attachments

20191118 Gary Sansing Public Forum Report
20191118 Regular BCC Minutes

REPORT OF THE GARY SANSING PUBLIC FORUM OF THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

NOVEMBER 18, 2019

Present: Commissioner Lumon J. May, Chairman, District 3
Commissioner Steven L. Barry, Vice Chairman, District 5
Commissioner Robert D. Bender, District 4
Commissioner Jeffrey W. Bergosh, District 1
Commissioner Douglas B. Underhill, District 2
Janice Gilley, County Administrator
Alison Rogers, County Attorney
DeLana Allen-Busbee, Administrative Specialist, Clerk and Comptroller's Office
Krykyt Fisher, Office Assistant III, Clerk and Comptroller's Office
Shamara Jernigan, Agenda Program Coordinator, County Administrator's Office

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

Report prepared by: DeLana Allen-Busbee

AGENDA ITEMS

1. Call to Order

   Chairman May called the Gary Sansing Public Forum to Order at 8:35 a.m.

2. Speakers

   The Board heard comments from the following individuals:

Gabrieli Davis	Michael Bearden	Kevin Wade
Nina Palmer	Melissa Pino	Larry Downs, Jr.

3. Adjournment

   Chairman May declared the Gary Sansing Public Forum adjourned at 8:51 a.m.

MINUTES OF THE REGULAR MEETING OF
THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

NOVEMBER 18, 2019

Present: Commissioner Steven L. Barry, Chairman, District 5
Commissioner Robert D. Bender, Vice Chairman, District 4
Commissioner Jeffrey W. Bergosh, District 1
Commissioner Lumon J. May, District 3
Commissioner Douglas B. Underhill, District 2
Honorable Pam Childers, Clerk of the Circuit Court and Comptroller
Janice Gilley, County Administrator
Alison Rogers, County Attorney
DeLana Allen-Busbee, Administrative Specialist, Clerk and Comptroller's Office
Krykyt Fisher, Office Assistant III, Clerk and Comptroller's Office
Shamara Jernigan, Agenda Program Coordinator, County Administrator's Office

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

Minutes prepared by: DeLana Allen-Busbee

REGULAR BCC AGENDA

1. Call to Order

   Chairman May called the Regular Meeting of the Board of County Commissioners to order at 9:02 a.m.

2. Invocation

   Pastor Harris of Milestone Baptist Church delivered the invocation.

3. Pledge of Allegiance to the Flag

   Commissioner Bergosh led the Pledge of Allegiance to the Flag.

REGULAR BCC AGENDA – Continued

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

Motion: Move the agenda as amended
Made by: Commissioner Barry **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

5. Commissioners' Forum:

   A. District 1 – Commissioner Bergosh provided comments;

   B. District 4 – Commissioner Bender provided comments;

   C. District 5 – Commissioner Barry provided comments; and

   D. District 3 – Commissioner May provided comments.

6. Rotation of Chairman and Vice Chairman

   The Board witnessed the rotation of the new Chairman, Commissioner Steven L. Barry, District 5, and Vice Chairman, Commissioner Robert D. Bender, District 4. Commissioner Barry presented a plaque to outgoing Chairman May.

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 9:01 a.m. Public Hearing, advertised in the *Pensacola News Journal* on November 5, 2019, for consideration of adopting an Ordinance creating the Crimson Pointe Street Lighting MSBU.

Motion: So moved **For Information:** The Board was advised that the Clerk's Office did not receive the affidavit for the Board's weekly meeting schedule. However, the Clerk's Office received a copy of the ad, which was published in the *Pensacola News Journal* on November 16, 2019.
Made by: Commissioner May **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

REGULAR BCC AGENDA – Continued

8. Recommendation: That the Board adopt, and authorize the Chairman to sign, the Ordinance [Number 2019-32] creating the Crimson Pointe Street Lighting Municipal Services Benefit Unit (MSBU), and all related documents, and make the following findings of fact:

   A. Lots in the District are specially benefited since street lighting not only increases the market value of an individual lot, but also increases safety in the District surrounding individual lots and the ability of lot owners to use their individual lots after dark;

   B. The benefit from improved street lighting varies according to the relative size of the affected lots. Residential lots benefit from improved street lighting uniformly because of the small variation in size throughout the District;

   C. The non-ad valorem special assessments levied represent a fair and reasonable apportionment of the cost of the special benefit received by each lot and do not represent a fair share of the cost of general governmental service provided to residents in the unincorporated areas of Escambia County; and

   D. Lots which do not receive a special benefit have been and shall be excluded from the non-ad valorem special assessment for street lighting.

Motion: So moved, A, B, C, and D
Made by: Commissioner May **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously
Speaker(s): None

VERBAL ITEM ADDED TO THE REGULAR AGENDA – COUNTY ADMINISTRATOR GILLEY

1. Written Communication – November 15, 2019, Communication from Cyndee Pennington, General Manager of the Pensacola Bay Center, regarding a bid proposal for the Sun Belt Conference Basketball Tournament.

Disposition: No action taken **For Information:** This item was informational in nature with the intention of keeping the Board apprised of the potential opportunity for the tournament to be held in Escambia County.
Speaker(s): Cyndee Pennington, Steve Hayes, Jack Brown, Ray Palmer, and Larry Downs, Jr.

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

I. CONSENT AGENDA

1. 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 Reports of the Agenda Work Session and the Gary Sansing Public Forum held November 7, 2019; and

   B. Approve the Minutes of the Regular Board Meeting held November 7, 2019.

Motion: Move the Clerk's Report
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

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

I. CONSENT AGENDA

1. Recommendation: That the Board authorize the scheduling of the following Public Hearings on December 5, 2019:

   A. 5:46 p.m.- A Public Hearing - Large Scale Map Amendment, LSA-2019-02 - 11999 Pate Rd (second of two public hearings)

   Summary: A request to change the Future Land Use from Mixed-Use Urban (MU-U) to Industrial (I).

   B. *5:47 p.m. - A Public Hearing to amend the official zoning Map to include the following Rezoning case heard by the Planning Board on September 3, 2019:*

Case No.:	**Z-2019-15**
Address:	11999 Pate Rd
Property Reference No.:	25-1N-30-1003-000-000; 25-1N-30-1006-000-000; 25-1N-30-1006-000-001
Property Size:	36.1 (+/-) acres
From:	HC/LI, Heavy Commercial and Light Industrial (25 du/acre)
To:	I, Industrial (du density limited to residential development)
FLU Category:	MU-U (pending Industrial proposed)
Commissioner District	5
Requested by:	Allara Mills-Guther, Agent for Gulf Power Company, owner

Motion: Move the Growth Management Report
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Janice Gilley, County Administrator

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA

1. Recommendation: That the Board authorize the County Administrator to sign a letter responding to the Emerald Coast Regional Florida-Alabama Transportation Planning Organization (TPO) Transportation Disadvantaged Coordinator, accepting to continue as the Community Transportation Coordinator, in accordance with Chapter 427, Florida Statutes.

Motion: Move it in the affirmative
Made by: Commissioner Bender **Seconded by:** Commissioner May
Disposition: Carried unanimously

2. Recommendation: That the Board take the following action concerning the Mutual Aid Agreement between Escambia County Fire Rescue and the Lillian Volunteer Fire Department:

   A. Approve the Mutual Aid Agreement to enable the Lillian Volunteer Fire Department (VFD) to respond to specific requests or automatic alarm assignments to any emergency with available personnel and equipment, commencing upon the date last executed by the parties and continuing unless terminated as provided in the Agreement. The Agreement shall remain in effect until terminated at the request of either party and upon notification of such request to the other party and the Board of County Commissioners (BCC); and

   B. Authorize the Interim Fire Chief, J. Paul Williams to sign the Agreement.

Motion: Move the approval of the Agreement
Made by: Commissioner Bergosh **Seconded by:** Commissioner Underhill
Disposition: Carried 4-0, with Commissioner Underhill temporarily out of Board Chambers
Speaker(s): Nick Gradia

3. Recommendation: That the Board approve and adopt the 2020 Holiday Calendar.

Motion: So moved
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

4. Recommendation: That the Board take the following action concerning Amendment #1 to the RESTORE Act Direct Component (Pot 1) Multi-Year Implementation Plan:

   A. Approve the 11 projects and funding amounts identified in the backup for inclusion in Amendment #1 to the Multi-Year Implementation Plan;

   B. Authorize staff to finalize the Multi-Year Implementation Plan draft Amendment #1; and

   C. Authorize staff to conduct the U.S. Department of Treasury required 45-day public comment period for the Multi-Year Implementation Plan draft Amendment #1 and incorporate U.S. Department of Treasury comments and meaningful public comments into the Plan.

Motion: Move the item in the affirmative, A, B, and C **For Information:** Commissioner Underhill advised that he and staff will now move forward with working on Jackson sidewalks and storm water improvements through District 2 discretionary Local Option Sales Tax, as the Perdido Key bike path is being funded through RESTORE.
Made by: Commissioner Underhill **Seconded by:** Commissioner May
Disposition: Carried unanimously
Speaker(s): Melissa Pino, Tony McCray, Calvin Avant, and Larry Downs, Jr.

FOR INFORMATION: The Board directed staff to pursue due diligence on acquiring property in Carpenter's Creek, as requested by Commissioner Bender.

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA

1. Recommendation: That the Board approve and authorize the Chairman to sign the Second Renewal of Lease Agreement between Escambia County and Escambia County Healthy Start Coalition, Inc. (Healthy Start), for property located at 511 Church Street, Century, Florida.

Motion: I'll move it
Made by: Commissioner May **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

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

   A. Authorize the County to utilize the Sourcewell (formerly NJPA) Contract #010615-SCC Office, School, and Other Workplace Related Supplies & Service, in accordance with the Escambia County, Florida Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; Exemptions; and Section 46-64, Board approval, for the purchase of furniture for the Supervisor of Elections Navy Boulevard Warehouse; and

   B. Authorize the County Administrator to sign the Purchase Order to Staples, for the Supervisor of Elections Navy Boulevard Warehouse furniture, per the terms and conditions of Quote dated 11/1/2019, in the amount of $64,639.23.

   [Funding: Fund 352, LOST III; Cost Center 110267, Public Facilities & Projects, LOST III; Object Code 56401, Machinery & Equipment, Project # 17PF3753]

Motion: Move the item, A and B
Made by: Commissioner Bergosh **Seconded by:** Commissioner May
Disposition: Carried unanimously

3. Recommendation: That the Board authorize the issuance of a Fiscal Year 2019/2020 Purchase Order (PO# 200638) to Josh Weekley, Livestock Officer, in the amount $30,000, for contracted livestock services for Animal Control.

   [Funding: Fund 001, General Fund, Cost Center 250207, Object Code 53401]

Motion: Move the item
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

4. Recommendation: That the Board approve and authorize Animal Services to execute the following Change Order #1, adding funds to the Butler Animal Health Holding Co LLC, DBA Covetrus North America, Purchase Order #200524, to fund animal care and veterinary medical supplies. Covetrus is our main supplier for animal care and veterinary medical supplies. They provide all of our vaccinations, surgical equipment, medications including post-surgical pain meds, gloves, masks, cleaning chemicals, microchips and many other medical items as needed.

Department:	Building Services
Division:	Animal Services
Type:	Addition
Amount:	$125,000
Vendor:	Butler Animal Health Holding Co. LLC, DBA Covetrus North America
Contract:	Virginia Tech Contract # UPG-TG-025-09
Purchase Order #:	200524
Change Order #:	1
Original PO Amount:	$24,900
Change Order Amount:	$125,000
New PO Total:	$149,900

[Funding: Fund 001, General Fund, Cost Center 250202, Object Code 55201]

(Continued on Page 10)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

4. Continued…

Covetrus North America

Products	**Expenses**
Vaccines, Wormers & Flea Treatments	$53,750
Non-Surgical Medical Supplies	$15,000
Surgical Supplies	$18,750
Cleaning Solution (Rescue)	$7500
Feline Combo Tests	$7500
Heartworm Tests	$3750
Rabies Vaccinations	$3750
Microchips	$15,000
Total	**$125,000**

Motion: So moved
Made by: Commissioner May **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

5. Recommendation: That the Board take the following action concerning reallocation of funds and a Change Order relating to the Pensacola Bay Living Shoreline Project:

A. Authorize the reallocation of funds from the Capital Improvement Program – Natural Resources Management Department LOST III funds, in the amount of $41,001.70, from the Innerarity Point Road Area Drainage Improvement Project, Fund 352, Cost Center 220102, Project 18NE4042, to the Pensacola Bay Living Shoreline Project; and

(Continued on Page 11)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

5. Continued…

B. Authorize the County Administrator to execute the following Change Order to Volkert, Inc., for the Pensacola Bay Living Shoreline Project:

Department:	Natural Resources Management
Division:	Administration
Type:	Addition
Amount:	$41,001.70
Vendor:	Volkert, Inc.
Project Name:	Pensacola Bay Living Shoreline Project
Contract:	PD 17-18.027
PO#:	191138
CO#:	2
Original PO Amount:	$217,480.00
Change Order #1 Amount:	$375,532.21
New Contract Total:	$634,013.91

This project is located in Commission District 2.

[Funding Source: Fund 110, Other Grants and Projects, Cost Center 221029, Defense Infrastructure NAS MEZ $375,532.21; Fund 118, Gulf Coast Restoration Fund, Cost Center 222041, FDEP Living Shoreline $217,480; Fund 352, LOST III, Cost Center 220102, Object Code 56301,Pensacola Bay Living Shoreline $41,001.70] [This Change Order increases the Purchase Order amount, but does not increase the awarded Contract amount.]

Motion: Move the item
Made by: Commissioner May **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

6. Recommendation: That the Board, for the Fiscal Year 2019/2020, approve the issuance of blanket and/or individual Purchase Orders, in excess of $25,000, based upon previously-awarded Contracts or annual requirements for the Public Safety Department, as follows:

Vendor	Amount	Contract Number	
A.	Key Ford Vendor Number: 233900 Blanket Purchase Order for Apparatus Repair & Maintenance Fund: 143 (Fire Services) Cost Center: 330206	$30,000	Blanket Purchase Order
B.	Specialty Products Vendor Number: 194701 Blanket Purchase Order for Engine Bay Door Repairs Fund: 143 (Fire Services) Cost Center: 330206	$35,000	Blanket Purchase Order
C.	Stryker Sales Corporation Vendor Number: 195684 Annual AED Service Agreement Fund: 143 (Fire Services) Cost Center: 330206	$48,984	Original Equipment Manufacturer
D.	Communication Engineering Services (Local Motorola Provider) Vendor: 034300 Blanket Purchase Order Portable Radio Fund: 143 (Fire Services) Cost Center: 330206	$31,000	NASPO Value Point Contract Contract Number 06913 Motorola Solutions Inc.

[Funding: Fund 143, Fire Services, Cost Center 330206, Fire Rescue]

Motion: Move the item in the affirmative, A, B, C, and D
Made by: Commissioner Underhill **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

7. Recommendation: That the Board take the following action concerning the Microsoft Enterprise Services Work Order, which will allow the Board of County Commissioners, Clerk of Court, Tax Collector, Supervisor of Elections, State Attorney's Office, and Sheriff's Office to leverage their Microsoft resources more effectively. The support components provided are: dedicated support account management, proactive service support, reactive service support, and a cyber response team. We will be able to easily collaborate with Microsoft experts, prevent and manage risks both on-premise and in Office 365 and Azure, and receive recommendations tailored to our environments:

   A. Approve and authorize the Chairman to sign the Microsoft Enterprise Services Work Order;

   B. Authorize the County to award a Purchase Order, in the amount of $89,931, to Microsoft Corporation, State of Florida Contract # 43230000-15-01; and

   C. Authorize the Chairman, Vice Chairman, or County Administrator to execute all future documents related to this service work order without further action of the Board.

   [Funding: The funds are available in the current Budget, Fund 001, General Fund, Cost Center 270102.]

Motion: Move 7, A, B, and C in the affirmative
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

8. Recommendation: That the Board take the following action regarding the Public Transportation Grant Agreement (PTGA) 4222571-84-02:

   A. Approve the Grant Agreement Number 4222571-84-02, providing for Florida Department of Transportation (FDOT) participation, in the amount of $991,517, in Block Grant Funds for transit operating costs associated with the Escambia County Mass Transit Operation budget for Fiscal Year 2019/2020;

   B. Adopt the Resolution [R2019-113] authorizing the acceptance and application of these funds; and

   C. Authorize the Chairman to sign the Resolution and Grant Agreement.

(Continued on Page 14)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

8. Continued…

The Grant Agreement will provide operational funding for the Mass Transit department in Fiscal Year 2019/2020. Funds are allocated to Mass Transit Systems by FDOT from State Transportation Block Grant Funds annually, and must be accepted by the receiving agency.

The Senior Assistant County Attorney, Kristin Hual has asked that we bring attention to Paragraph 19(j) in reference to the requirement that the County waive forum and venue.

[No additional cost to the County results from this action. The Florida Department of Transportation agrees to participate in the Project cost, up to the maximum of $991,517, and the Departments participation in the Project shall not exceed 50% of the total eligible cost of the Project.]

Motion: Move the item, A, B, and C
Made by: Commissioner Bergosh **Seconded by:** Commissioner May
Disposition: Carried unanimously

9. Recommendation: That the Board take the following action regarding the Public Transportation Grant Agreement (PTGA) number 422260-1-84-02:

A. Approve PTGA number 422260-1-84-02, providing for Florida Department of Transportation (FDOT) participation in the amount of $447,081, of Fiscal Year 2019-2020 Transit Corridor Program funding;

B. Adopt the Resolution [R2019-114] authorizing the acceptance and application of these funds; and

C. Authorize the Chairman to execute the Resolution and to sign the PTGA.

The PTGA will provide Mass Transit operational funding for the Mass Transit Route 45 - Davis Highway (Corridor). Funds are allocated by FDOT from State Transportation Corridor Development funds annually and must be accepted by the receiving agency.

(Continued on Page 15)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

9. Continued…

[No additional cost to the County results from this action. FDOT will reimburse Escambia County 50% of costs associated with the Davis Highway Corridor, up to the maximum allowed of $447,081.]

Motion: Move the item, A, B, and C
Made by: Commissioner Bergosh **Seconded by:** Commissioner Underhill
Disposition: Carried 4-0, with Commissioner Underhill temporarily out of Board Chambers

10. Recommendation: That the Board authorize the County Administrator to sign a Purchase Order, in excess of $50,000, for the purchase of two Nissan Frontiers, to Terry Taylor's DeLand Nissan, in the amount of $58,788, according to the specifications outlined in PD 19-20.001, Two Mid-Size 4-Door Utility Vehicles with 4x4 or AWD.

[Funding: Fund 175, Transportation Trust Fund; Cost Center 211101, Engineering Admin; Object Code 56401, Machinery & Equipment]

Specification PD 19-20.001, Two Mid-Size 4-Door Utility Vehicles with 4x4 or AWD, was posted on Vendor Registry on October 2, 2019, and was sent to 45 registrants representing 30 firms - including local dealers. The solicitation was viewed by 15 firms and downloaded by 11.

Motion: Move that we drop item 10
Made by: Commissioner Bergosh **Seconded by:** Commissioner May
Disposition: Carried 4-0, with Commissioner Underhill temporarily out of Board Chambers

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

11. Recommendation: That the Board ratify the County Administrator's signature on the Agreement for Professional Services between Escambia County, Florida, and The Transition House, Inc., for PD 18-19.073, Residential Substance Abuse Treatment (RSAT) Program.

[Funding: Fund 111, Detention/Jail Commissary; Cost Center 290406, Detention/Jail Commissary; Object Code 53101, Professional Services]

Motion: Move the item in the affirmative
Made by: Commissioner Bergosh **Seconded by:** Commissioner May
Disposition: Carried 4-0, with Commissioner Underhill temporarily out of Board Chambers

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

12. Recommendation: That the Board approve and authorize the County Administrator to execute the following Change Order to Mott MacDonald Florida, LLC, on Contract PD 02-03.79, Professional Services, for the Crockett Street Drainage Improvement Project:

Department:	Engineering
Division:	Construction Management
Type:	Addition
Amount:	$7,990
Vendor:	Mott MacDonald Florida, LLC
Project Name:	Crockett Street Drainage
Contract:	PD 02-03.79 (BCC Approval 04/22/15)
PO#:	151196
CO#:	7
Original Contract Award:	$40,775
Change Order #1:	$1,620
Change Order #2:	$22,200 (BCC Approval 05/19/15)
Change Order #3:	$1,350
Change Order #4:	$4,300
Change Order #5:	$500
Change Order #6	Time Only
Change Order #7	$7,990
Cumulative Amount of Change Orders Through this CO:	$37,960
New Contract Amount:	$78,735

[Funding Source: Fund 181, "Master Drainage Basin XII," Account 210731, Object Code 56301]

This project is located in Commission District 5.

Motion: Move item 12 in the affirmative
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-0, with Commissioner May temporarily out of Board Chambers
Speaker(s): Michael Bearden and Melissa Pino

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

13. Recommendation: That the Board take the following action concerning the acceptance of the donation of a portion of real property located at 8684 Beulah Road, totaling 8,715 square feet (approximately 0.20 acres), from the Ciano Family Partnership, LLLP, for additional right-of-way:

A. Accept the donation of a portion of real property located at 8684 Beulah Road from the Ciano Family Partnership, LLLP, for additional right-of-way for road and drainage improvements;

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

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

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

This property is located in Commission District 1.

[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: Move that we drop item 13
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 4-0, with Commissioner May temporarily out of Board Chambers

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

14. Recommendation: That the Board take the following action concerning an employee leave buyback program:

A. Approve an employee buyback program this fiscal year for eligible participating employees of the Board of County Commissioners and other elected officials; and

B. Waive the Human Resources Policy found in Section 9.3(d)-(e), which states that the amount of hours remaining after the sale of leave must be a minimum 240 hours and the maximum amount of hours sold back annually not exceed 40 hours, and allow eligible employees to sell back a maximum of 80 hours of qualifying leave with a minimum remaining balance of 100 hours of combined qualifying leave.

[Funding Source: Various Funds $1,800,000 (estimated maximum)]

Motion: So moved
Made by: Commissioner May **Seconded by:** Commissioner Bender
Disposition: Carried 4-1, with Commissioner Underhill voting “no”

III. FOR DISCUSSION

1. Recommendation: That the Board take the following action regarding the acquisition of property located at 6400 North "W" Street and two adjoining vacant lots on Stumpfield Road:

A. Authorize the purchase of real property located at 6400 North "W" Street (2.08 acres) and two adjoining vacant lots on Stumpfield Road (1.28 acres), owned by Beach Community Bank, for the Escambia County Tax Collector, for $1,580,000, which is the average of the two County-obtained appraisals;

B. Approve, or deny, the Contract for Sale and Purchase for the acquisition of real property located at 6400 North "W" Street (2.08 acres) and the two adjoining vacant lots on Stumpfield Road (1.28 acres), from Beach Community Bank, for $1,580,000;

C. Accept, for information, the Public Disclosure of Interest Form provided by Beach Community Bank; and

(Continued on Page 20)

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

1. Continued…

   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 these properties, without further action of the Board.

   [Funding Source: Fund 353, LOST IV, Cost Center 110276, Object Code 56201/56101, Project 19PF0889 Tax Collector Buildings/Land Acquisition]

   These properties are located in Commission District 3.

Motion: Move A, B, C, and D in the affirmative
Made by: Commissioner Bender **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously
Speaker(s): Larry Downs, Jr. and Honorable Scott Lunsford

2. Recommendation: 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 2019/2020:

   A. Escambia County Public Schools Foundation, in the amount of $2,500;

   B. Re-entry Alliance Pensacola, Inc., in the amount of $2,500; and

   C. Knowledge Ministries, Inc., DBA Golden Elite Track and Field Club, in the amount of $1,000.

   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: Move the item, A, B, and C
Made by: Commissioner Underhill **Seconded by:** Commissioner May
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

3. Recommendation: The following positions are provided for your [the Board's] consideration and information:

   A. That the Board confirm the hiring of Ms. Laura Coale as the Director of Communications and Public Information, with an annual salary of $90,000 per year, and a $400 monthly vehicle allowance, effective Tuesday, November 19, 2019. This position is currently budgeted in the Fiscal Year 2019-2020;

   B. That the Board confirm the hiring of Ms. Tonya Ellis as the Director of Mass Transit with an annual salary of $92,161.60 per year, and a $400 monthly vehicle allowance effective Tuesday, November 19, 2019. This position is currently budgeted in the Fiscal Year 2019-2020; and

   C. That the Board be aware of the assignment of Mr. Keith Morris as the manager for the Office of Compliance and Ethics for a salary not to exceed $68,036. This position was created and approved in the Fiscal Year 2019-2020 Budget.

Motion: Move in the affirmative, A, B, and C
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

4. Recommendation: That the Board take the following action concerning improvements to Perdido Key Drive:

   A. Approve staff to proceed with safety enhancements in accordance with the Florida Highway Administration's (FHWA) Manual on Uniform Traffic Control Devices (MUTCD) standards to the existing five pedestrian crosswalks along Perdido Key Drive near Villagio Shopping Center, Beach Access #2, Beach Access #3 at River Road, Perdido Key Community Center, and Tom Thumb at Perdido Towers, at a not-to-exceed amount of $285,000; and

   B. Approve staff to proceed with solicitation of an engineering firm to perform an intersection improvement study, operation analysis, design services, and public involvement services for the Perdido Key Drive at Johnson Beach Road intersection, and to bring the design contract back to the Board at a later date for award.

(Continued on Page 22)

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

4. Continued…

   This project is located in Commission District 2.

   [Funding: Fund 353, Local Option Sales Tax (LOST IV), Cost Center 110102, District 2 Discretionary Funds, Object Code 56301]

Motion: Move the item, A and B, in the affirmative
Made by: Commissioner Underhill **Seconded by:** Commissioner May
Disposition: Carried unanimously

ITEMS ADDED TO THE AGENDA – COMMISSIONER LUMON J. MAY

1. Recommendation: That the Board approve funding, in the amount of $700, from Commissioner May's Discretionary Fund to Mr. Robbins Neighborhood Super Bowl Bonanza event.

Motion: Move to give Mr. Robbins another $700 out of my discretionary
Made by: Commissioner May **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

2. Recommendation: That the Board authorize Commissioner May to travel to Morrison, Tennessee.

Motion: I am asking the Board to support me going to Morrison, Tennessee to check out this Waste Away recycling center.
Made by: Commissioner May **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

ITEMS ADDED TO THE AGENDA – COMMISSIONER JEFFREY W. BERGOSH

1. Recommendation: That the Board approve the funding of $1,000 for the rental of Brownsville Community Center for Impact 100, "Annual Nonprofit Workshop and Social," from Commissioner Jeff Bergosh's discretionary money.

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

Motion: I have a discretionary $1000 for Impact 100 to pay for the utilization of the Brownsville Community Center
Made by: Commissioner Bergosh **Seconded by:** Commissioner May
Disposition: Carried unanimously

ITEMS ADDED TO THE AGENDA – COMMISSIONER STEVEN L. BARRY

1. Recommendation: That the Board approve the request for $1,300 to be funded from District V Discretionary Fund, for the West Florida High School Girls Basketball Team, and approve the Purchase Order for this purpose.

Motion: Move the Add-Ons for Commissioner Barry, $1,300, for West Florida High School Boys Basketball and $1,300 for West Florida Girls Basketball, and I would like to add an equivalent amount from my [Commissioner Bergosh's] discretionary funds, $1,300 for Boys basketball and $1,300 for Girls basketball. **For Information:** Commissioner May disclosed that his kids go to West Florida High School.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

2. Recommendation: That the Board approve the request for $1,300 to be funded from District V Discretionary Fund, for the West Florida High School Boys Basketball Team, and approve the Purchase Order for this purpose.

Motion: Move the Add-Ons for Commissioner Barry, $1,300, for West Florida High School Boys Basketball and $1,300 for West Florida Girls Basketball, and I would like to add an equivalent amount from my [Commissioner Bergosh's] discretionary funds, $1,300 for Boys basketball and $1,300 for Girls basketball. **For Information:** Commissioner May disclosed that his kids go to West Florida High School.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

ANNOUNCEMENTS

County Administrator Gilley gave an update on her findings from her first 100 days, and also summarized her plans for Escambia County for the next 24 months.

ADJOURNMENT

There being no further business to come before the Board, Chairman Barry declared the Regular Meeting of the Board of County Commissioners adjourned at 10:59 a.m.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

ATTEST:

Pam Childers
Clerk of the Circuit Court & Comptroller

_____
Deputy Clerk

Approved: December 5, 2019

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17181 **Growth Management Report 13. 1.**

BCC Regular Meeting

Meeting Date: 12/05/2019

Issue: A Review of a Rezoning Case Heard by the Planning Board on November 5, 2019

From: HORACE JONES, Director

Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Review of the Rezoning Case Heard by the Planning Board on November 5, 2019

That the Board take the following action concerning the rezoning case heard by the Planning Board on November 5, 2019:

A. Review and either adopt, modify, or reject the Planning Board's recommendation for Rezoning Case Z-2019-18 or remand the case back to the Planning Board; and
B. Authorize the Chairman to sign the Orders of the Escambia County Board of County Commissioners for the rezoning case that were reviewed.

1. Case No.:	**Z-2019-18**
Address:	5404 Bellamy Avenue *(The applicant initially requested rezoning for both 5524 Tamarack Street and 5404 Bellamy Avenue, However, the applicant has elected to remove the Tamarack property from the rezoning consideration by the Planning Board and Board of County Commissioners.)*
Property Reference No.:	35-1S-30-3101-000-000
Property Size:	3.96 (+/-) acres
From:	Com, Commercial 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:	4

Requested by:	Wiley C. "Buddy" Page, Agent for Knop Family Trust, Owner
Planning Board Recommendation:	Denial
Speakers:	Buddy Page, Patrick Dwyer, Phil Parekh, Theresa Blackwell, Belinda Bell, Joanne Peele, Melissa Pino, Larry Downs, Jr., Michael Bearden

BACKGROUND:

The above case was owner initiated and heard at the November 5, 2019, 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 Order of the Escambia County Board of County Commissioners either denying or approving the rezoning request.

IMPLEMENTATION/COORDINATION:

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

Attachments

Z-2019-18

Z-2019-18

ESCAMBIA COUNTY PLANNING BOARD
QUASI-JUDICIAL HEARING

Case #: Z-2019-18
Applicant: Wiley C. "Buddy" Page, Agent for Knop Family Trust

Address: 5524 Tamarack St. & 5504 Bellamy Ave.
Property Size: 1.23 (+/-) acres and 3.96 (+/-) acres totaling 5.19 (+/-) acres

From: Com, Commercial (25 du/acre)
To: HC/LI-NA, Heavy Commercial and Light Industrial, prohibiting the subsequent establishment of any microbreweries, microdistilleries, microwineries, bars, nightclubs, or adult entertainment uses (25 du/acre)

A quasi-judicial hearing was held in the above-styled cause before the Escambia County Planning Board on the 5th day of November 2019, 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, Vice Chairman — District 2
GARY SAMMONS — At Large
ERIC FEARS — District 4
REID RUSHING — At Large
JAY INGWELL — District 1
PATTY HIGHTOWER — School Board
STEPHEN OPALENIK — U.S. NAVY REPRESENTATIVE

PLANNING BOARD STAFF PRESENT:

KIA JOHNSON, ESQUIRE
Assistant County Attorney

HORACE JONES, Director
ALLYSON LINDSAY
KAYLA MEADOR

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P R O C E E D I N G S

THE ACTING CHAIRMAN: We have one case on the quasi-judicial meeting this morning, and then short discussion therefore afterwards.

We don't necessarily have an agenda for the regular board meeting. So we have to be out of here by 10. So if I'm rushing you, it's because I'm rushing you.

MR. JONES: Mr. Pyle, if I may, Mr. Chairman . . .

THE ACTING CHAIRMAN: Yes.

MR. JONES: . . . we do want to -- there is a regular meeting scheduled we have to discuss. We know the time crunch is Mr. Brentwell is going to give a very, very brief update on where we are with the tree ordinance on where he is, so that -- and we'll be coming next year -- next year we'll -- for the workshop.

But he's going to come in with a very, very brief limited discussion because we do know that -- that the time crunch that we are in. Very, very brief limited discussion on the trees.

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VOICE IN THE AUDIENCE: Who did the planning?
THE ACTING CHAIRMAN: All right. This meeting of the Escambia County Planning Board for November -- let's see what's the date -- 5th is hereby called to order with seven board members. We do have a quorum.
Just a reminder to turn off your phones, please, and any of that kind of devices. And ask Mr. Fears if he'd lead us in the Pledge of Allegiance.
(Pledge of allegiance.)
THE ACTING CHAIRMAN: We want to congratulate our true Chair, Mr. Briske, who has a new job. And that is what is causing him to be out today. I think he's in Mobile.
I want to go ahead and ask if we have proof of publication for this meeting.
MS. MEADOR: Can we swear the new member in?
THE ACTING CHAIRMAN: We can and should. I'm sorry. Mr. Gary Sammons. I'd like for you-all to meet our newest member. And I believe that you guys can do that, correct?
MS. MEADOR: Yes.

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THE ACTING CHAIRMAN: Please do.
MS. MEADOR: Please right your right hand.
(Mr. Sammons complied with request.)
MS. MEADOR: Do you solemnly swear or affirm that you will support, protect, and defend the Constitution and the Government of the United States and the State of Florida, and that you are duly qualified to hold office under the Constitution of the state, and that you will faithfully perform the duties as an Escambia County Planning Board member, so help you God.
MR. SAMMONS: I do.
MS. MEADOR: Thank you.
THE ACTING CHAIRMAN: Very good.
I appreciate it. You guys have to keep me on task today. I'm going to stand in, so bear with me.
Again, did we have proof of publication for this meeting?
MS. MEADOR: Yes.
THE ACTING CHAIRMAN: All right. Do the publications meet all legal requirements?
MS. MEADOR: Yes.
THE ACTING CHAIR: The Chair will entertain a motion to waive the reading of the legal advertisement.
MR. RUSHING: So moved.
MR. FEARS: Second.
THE ACTING CHAIRMAN: We have a motion and a second.
All in favor signify by saying "aye."
(Chorus of "ayes.")
THE ACTING CHAIRMAN: Any opposed?
(No response.)
THE ACTING CHAIRMAN: All right. Motion was -- I guess you guys know who made that motion and seconded it. All right. Motion passes.
The rezoning meeting minutes from the previous meeting, which I believe was in September, has been provided to the board members.
Are there any additions, deletions or corrections?
(No response.)
THE ACTING CHAIRMAN: Hearing none, I'll entertain a motion to accept the meeting minutes into evidence.
MR. FEARS: So moved.
THE ACTING CHAIRMAN: Second?

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MR. INGWELL: Second.
THE ACTING CHAIRMAN: Motion and a second. All those in favor signify by saying "aye."
(Chorus of "ayes.")
THE ACTING CHAIRMAN: Any opposed?
(No response.)
THE ACTING CHAIRMAN: And none. Motion passes.
The rezoning hearing package for today's date, the findings of fact have been provided to the board members.
The Chair will entertain a motion to accept the rezoning hearing package with findings of fact and legal advertisement into evidence.
Do I have a motion?
MR. FEARS: So moved.
THE ACTING CHAIRMAN: Second?
MR. INGWELL: Second.
THE ACTING CHAIRMAN: All those in favor, please signify by saying "aye."
(Chorus of "ayes.")
THE ACTING CHAIRMAN: Any opposed?
(No response.)
THE ACTING CHAIRMAN: Hearing none, the

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motion passes. The rezoning hearing package with findings of fact and legal advertisement will be marked and included in the record for all of today's cases.

The court reporter will please swear in the members of the staff.

(The staff was duly sworn.)

THE ACTING CHAIRMAN: Do we have anybody on the board we need to recognize as an expert that has not already been so?

(No response.)

THE ACTING CHAIRMAN: All right. Let's see. This is the regular Planning Board. today's agenda . . . Let's see. We have one. Kayla, is this the regular script for the regular meeting.

MS. MEADOR: That's the rezoning.

THE ACTING CHAIRMAN: This is the rezoning. Okay. All right.

We have one item today, and that is Case Z-2019-18.

For each item, the Planning Board will receive comment and information from any interested party and from staff.

Items on the regular Planning Board agenda

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are legislative. After presentation, input and any deliberations, the Planning Board will vote to either recommend approval or denial. That's for the regular meeting today.

Regarding our meeting, which is a quasi-judicial hearing, at this hearing the Planning Board is acting under its authority to hear and make 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 considers will be entered into evidence and made part of the record.

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

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

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Each individual who wishes to address the Planning Board must complete a speaker request form, this nice colored sheet you'll find in the front, and submit it to the Planning Board clerk.

These forms are on the table in the back of the board room. You will not be allowed to speak until we receive a completed form.

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 meeting 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 rezoning request to the BCC, 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 of the decision of the BCC must do so in a court of competent jurisdiction within 30 days of the

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date the BCC approves or rejects the recommended order of the Planning Board.

All written or oral communications outside of this hearing with members of the Planning Board recording 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.

Regarding the rezoning criteria, as required by Section 2-7.2 of the Escambia County Land Development Code, the Planning Board's recommendation to the BCC shall include consideration of the following six 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.

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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.

(Six items listed.)

THE ACTING CHAIRMAN: At the beginning of each case, as long as there are no objections from the applicant, we will allow staff to briefly present the location and zoning maps and photos for the property.

Next, we will hear from the applicant and any witnesses that he or she may wish to call. Then we will hear from the staff and any witnesses they wish to call. Finally, we will hear from members of the public who have filed a speaker request form.

So there's one case. And I guess the point is -- not necessarily just of that reading -- but those six items that are on here are really all we're encumbered with considering when we review these cases.

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We think we need to go down the road here and see if there's been any ex parte communication on our first case, Z-2019-18.

MR. OPALENIK: No to all.

MS. HIGHTOWER: No to all.

MR. SAMMONS: No.

THE ACTING CHAIRMAN: Myself, no as well.

MR. FEARS: No to all

MR. INGWELL: No to all.

MR. RUSHING: And no to all.

THE ACTING CHAIRMAN: Very good.

All right. The first rezoning application for consideration is Case Z-2019-18. We have several . . . The request is from the commercial to heavy commercial and light industrial.

Let's see. Staff, was notice of the hearing sent to all interested parties?

MS. LINDSEY: Yes, sir, it was.

THE ACTING CHAIRMAN: Was notice of the hearing posted on the subject property?

MS. LINDSEY: Yes, sir, it was.

THE ACTING CHAIRMAN: All right. Staff, if you will, go ahead and present the maps and photographs for this case.

MS. LINDSEY: Allyson Lindsey, urban planner, Development Services.

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This is the location map showing the location in red.

And this is the zoning map, showing commercial property and also the surrounding zoning.

This is future land use map for mixed-use urban.

This is the existing land-use map, showing the subject parcel and the surrounding area.

This is the aerial photograph of the site.

This is the public hearing sign that we posted on Bellamy.

And this is looking on to the southern portion of the south parcel next to the Home Depot.

This is looking north along Cactus, Briske and Cactus.

This is looking west along Bellamy toward Duval Street.

This is the corner of Duval and Bellamy -- well, Briske.

And this is looking southwest toward the parcel on Briske and Duval. It's like a three -- and Walton Street, and the Home Depot

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parking lot is on the left.

So while I'm talking about the roads, the road name on the street sign is Briske. Chris Jones has it as Bellamy. It was never changed. It was part of an old subdivision way back when, so when I refer to Bellamy/Briske, I'm trying to make sure that you know the current name on the street sign is Briske. So it's kind of kind of a . . .

MR. FEARS: Can I add to the confusion?

MS. LINDSEY: Yeah. There used to be another name before that. I think it was Bay Court many years ago, too.

MR. FEARS: There's a statement at the top of the case that says they removed one parcel.

MS. LINDSEY: Yes.

MR. FEARS: Is this photography and all of the data in this case just reflective of the remaining parcel?

MS. LINDSEY: Yes. I'm glad you brought it up. I meant to say that in the beginning.

The applicant did have two parcels. They had the Tamarack and this one.

And I think they realized it may have been more difficult, so they removed that one parcel.

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So after they submitted it, if you notice, advertisements went out and the mailers went out with both addresses and both parcel numbers.

But then in between time, before the staff did the findings, they removed the one parcel. So the findings are only for the Bellamy-Briske parcel.

MR. FEARS: And would that be the 1.23 or the 3.96 acres?

VOICE IN THE AUDIENCE: The smaller.

MS. LINDSEY: The 1 point . . .

VOICE IN THE AUDIENCE: 3.96 is still a question. They gave away the 1.2.

MS. LINDSEY: So, yes, it's the smaller portion.

VOICE IN THE AUDIENCE: Is out of it. Smaller portion is gone out of the hearing.

MS. LINDSEY: I'll have to look at that real quick and get back to you.

VOICE IN THE AUDIENCE: Pretty sure --

MR. JONES: If we can -- if we can, we can have him address that, Mr. Chairman.

THE ACTING CHAIRMAN: Please swear him in.

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WILEY C. "BUDDY" PAGE, upon being duly sworn, was examined and testified as follows:

THE ACTING CHAIRMAN: Mr. Page, if you would please state your full name and address for the record.

MR. PAGE: Mr. Chairman, Buddy Page, 5337 Hamilton Lane in Pace, with the Professional Group Management Services, LLC.

THE ACTING CHAIRMAN: And have you received a copy of the rezoning hearing package with the findings of fact?

MR. PAGE: I have.

THE ACTING CHAIRMAN: And do you understand that you have the burden of providing by 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. PAGE: I do.

THE ACTING CHAIRMAN: Please proceed, sir.

MR. PAGE: Mr. Chairman, did we have any

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further questions about which parcel we were --

THE ACTING CHAIRMAN: Yes. If you would -- go ahead, Mr. Fears.

MR. FEARS: I was just asking which parcel was removed, as far as -- I know the address is the acreage.

MR. PAGE: It's the northernmost parcel that's shown here now, the larger -- or rather, the small of the two.

MR. FEARS: Okay. So 3.96 is what is being applied for.

MR. PAGE: That's correct.

MR. FEARS: Thank you.

MR. PAGE: Mr. Chairman, in preparing the application package, we had to turn in a couple of documents, a compatibility study, which I have here today, and also an affidavit of acknowledgment regarding the NA portion that goes at the end of -- if you're asking for something with heavy commercial, light industrial and you want bars excluded, the NA is to be included in with that. And you have to sign an affidavit affirming that. And I have that here today, notarized.

And I have the compatibility study, which

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I turned in. I would presume you do not have a copy of it.

MS. LINDSEY: No.

THE ACTING CHAIRMAN: No.

MR. PAGE: Well, then I could read this, Mr. Chairman, into the record. And at that point I would ask that you accept both of these documents in at that point.

THE ACTING CHAIRMAN: Very good.

MR. PAGE: Compatibility. The proposed 3.3 acre site is located north and adjacent to the existing Home Depot property near the corner of Davis Highway and Brent Lane.

Ingress/egress to the site will principally be Briske Court at the southeast corner of the property.

A secondary access will be by way of Cascade and Tamarack to the northerly side of the site.

Briske Court ingress/egress roadway will allow traffic to travel south to Duval Street, then connecting with Davis Highway and Interstate 110.

Duval street is currently used by Home Depot traffic. It is a local road and provides

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existing north-south traffic connections to either Davis Highway or Airport Boulevard.

The site is currently commercially zoned, as is all neighboring property, with the exception of the adjacent Home Depot, which is zoned HC/LI. And as you can see, it has a split zoning. Also, a portion of it is commercial.

If approved, the proposed HC/LI zoning will be compatible with the area that continues to show nonresidential uses, including a nearby new Racetrack convenience store, Pensacola Christian College expansions, and the new Baptist Hospital located at the intersection of I-110 and Brent Lane.

Mr. Chairman, I have more details for that compatibility statement to reinforce that, but I would ask the board's consideration to accept the compatibility and the affidavit at this point.

THE ACTING CHAIRMAN: Very good.

Anybody see that we need to vote on accepting that? Anybody have a motion?

MR. JONES: I do want to -- I do want to add that since this has been brought to our staff's attention this morning, we have not had

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the opportunity to fully -- we hear it. We heard it this morning.

And just by my hearing, staff is still going to make the point that it still does not meet the compatibility analysis. It's not sufficient enough, based upon what I heard this morning, I just want to say for the record, we just heard in what he read.

So whether we're making more analysis later on . . . but from what I heard this morning, it still does not meet the location criteria or compatibility analysis.

It's up to it's board to still make the decision if they did or not, but from staff's perspective, I'm going to say for the record, we just heard it this morning.

MS. LINDSEY: And I will say, Mr. Jones, I did receive this before this morning, so I have had a chance to review it. And it didn't change my findings.

MR. PAGE: And, Mr. Chairman, we have additional information to back this up as well.

THE ACTING CHAIRMAN: Very good.

MR. FEARS: I'd like to make a motion to accept the document.

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THE ACTING CHAIRMAN: Do we have a second?

MR. RUSHING: Second.

THE ACTING CHAIRMAN: All right. All those in favor taking Mr. Page's material into evidence, please signify by saying "aye."

(Chorus of "ayes.")

THE ACTING CHAIRMAN: Any opposed?

(No response.)

THE ACTING CHAIRMAN: All right. It passes.

MR. PAGE: Mr. Chairman, the application package and the staff comments, in reviewing those, I have comments as follows:

Approval conditions under Criterion A, which you previously read, we have no problems with the findings of the staff because they do find that HC/LI NA is consistent.

Criterion B, consistency with the Land Development Code.

Mr. Chairman, under the findings of staff, it says the proposed amendment is not consistent with the intent and purpose of the Land Development Code.

The parcel does not meet the locational criteria stated at LDC thus and so; the

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applicant did not provide a compatibility analysis, which we did.

The parcel's located on a local road, which is not suitable for delivery trucks and other bulk deliveries. It's better -- it's suited for arterial roadways.

The current roadway serves as access to existing residential uses. I would add in to the staff's finding, based upon the maps that we saw earlier, the aerial, that one of those local roads is a major entranceway in and out, as you see there, from Home Depot. It does not show it. It's in the upper right-hand corner.

VOICE IN THE AUDIENCE: That's off Davis Highway.

MR. PAGE: I'm sorry?

VOICE IN THE AUDIENCE: That's off Davis Highway.

THE ACTING CHAIRMAN: Sir, if you'll please stop.

VOICE IN THE AUDIENCE: He's saying the wrong thing.

THE ACTING CHAIRMAN: Mr. Page has the --

VOICE IN THE AUDIENCE: -- off Davis Highway.

THE ACTING CHAIRMAN: Mr. Page has the -- if you want to speak, you can sign up.

VOICE IN THE AUDIENCE: I did.

THE ACTING CHAIRMAN: If you wish.

We'll call you. And at that time, nobody will interrupt you. Okay?

Thank you. Go ahead, Mr. Page.

MR. PAGE: Thank you. Mr. Chairman.

Allyson, if we could show the aerial of that area, please.

Mr. Chairman, you can see the lower right-hand corner of the red area, the red outlined area. That is the site.

As you step across the fence and move to the right, that is a large holding pond to the lower right-hand side further to the right, all in through there.

And then lower down yet, that paved road you see there is a major entranceway in and out connecting into Duval Street. Duval Street is a local street.

And Mr. Chairman, at this point I have several photographs that we'd like to share with the board as well, about six, I think, in total.

THE ACTING CHAIRMAN: Do you wish to

submit those in as evidence?

MR. PAGE: Yes. I'm sorry. We would like for those to be considered, accepted by the board.

THE ACTING CHAIRMAN: All right. Then we'll need to -- accepting those, do we have the -- do you want to pass those out to us? Is that correct?

MS. LINDSEY: It's on a disk.

THE ACTING CHAIRMAN: On a disk. And you're going to show them? Okay.

MR. RUSHING: They're on the screen.

THE ACTING CHAIRMAN: I'm sorry?

MR. RUSHING: They're on the screen.

THE ACTING CHAIRMAN: That's fine. Let's go ahead and see them first.

MS. LINDSEY: Okay. Here's the first one.

MR. PAGE: Mr. Chairman, this first -- this first overhead shows the parcel of Home Depot. And you can see that the building itself -- Allyson, if we could go back to probably number 2 that has the outline, with an aerial shown underneath the zoning.

I'm not sure if that's number two.

MS. LINDSEY: Okay.

MR. PAGE: This is it.

You can see that the purple area that's being shown there is the parking lot principally.

The building itself is not in HC/LI. It's in commercial.

We feel -- and I think the staff would agree -- the amount of survey time that it took to survey this one lot by KJM Survey, a very reputable company in Pensacola, found that the survey lines in this area were most difficult.

It took them almost 90 days to do a four-point boundary survey around our parcel of the property because of the confusion in the lot locations because everything over the years was deeded unless and except and unless and except.

What we're looking at right here is, I think, a scrivener's error in the application of the heavy commercial, light industrial category.

If you took all of that area that's in purple and slide it up to the northwest corner, up to that corner there, you would see that it would encompass then all of Home Depot.

And the area that's in the upper right-hand corner of the purple color was

supposed to be an outlined area for the holding pond, which turned out to be more of a triangular shape rather than a square shape.

I think the staff would concur that these types of things have happened, especially along Michigan Avenue on the north side all behind Frontier Motors.

There's industrial, and there is heavy commercial zoning categories that should have been located down on Michigan that are stuck up in the middle of a wide swath of property, including a lot of homes in that area.

THE ACTING CHAIRMAN: So Mr. Page, if I can interrupt.

MR. PAGE: Yes, sir.

THE ACTING CHAIRMAN: I apologize.

MR. PAGE: Sure.

THE ACTING CHAIRMAN: I want to ask this, and county. So you believe it's your -- that it was the intention when Home Depot came in and asked for a permit that that -- that when they were -- that they went for heavy commercial, light industrial . . .

MR. PAGE: Yes, sir.

THE ACTING CHAIRMAN: . . . that should

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be superimposed over the actual building itself?
Would Mr. Jones --
MS. LINDSEY: Well, actually, years ago the Home Depot was in the HC/LI, but they have since been -- and I'm not really sure what the date was -- but the Home Depot was reoriented and moved. And so it used to face a different direction. And now it is now in where you see it now in commercial, but it originated in the HC/LI area.
MR. JONES: Right.
And staff -- and staff -- well, staff disagrees with Mr. Page's assessment on the zoning. At the time, the zoning at the time basically is what was.
When they came in, Home Depot, they are aware -- they were aware of the zoning. They chose to stay -- to put the orientation like that.
They were aware of it. They were aware of the two zoning differentiations between industrial and the parking lot.
We had many discussions. They said, well as long as commercial would allow for them to put their store there, they did not pursue a

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rezoning change, because they were good with the zoning at the time.
THE ACTING CHAIRMAN: All right. I just want to -- and I don't doubt that there may be some errors in the survey.
MR. JONES: Survey, right.
THE ACTING CHAIRMAN: But I just wanted to clarify that it's not currently operating under the incorrect zoning.
MR. JONES: Yes. They are operating with what the map has shown.
THE ACTING CHAIRMAN: Okay. I'm sorry. Go ahead, Mr. Page.
MR. PAGE: Mr. Chairman, the photograph that you see we think shows an area being used by Home Depot. And if we could move to one of the outside parking lot shots from Home Depot, please.
That's along Nine Mile Road. That one would be for a later discussion.
Mr. Chairman, when it comes up, what I'm attempting to show is that the Home Depot area that is zoned commercial along -- here we are.
The entire area that you see in the foreground all the way up to that building is

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zoned commercial.
They are offering for rent over on the right-hand side heavy equipment. There are two backhoes there. There's a front-end loader there. There are a number of aerial trucks. All of those things are stored outside in a commercially zoned area.
All of the other three Home Depots in the area are completely zoned HC/LI. And that's not an issue there.
We felt like that the use of that property, then, is more of an HC/LI than certainly that it is for a commercial use.
If you could move -- this is one in the back. If you went right -- if you drove into Home Depot off of Duval and you came by these -- this heavy equipment that we just saw, you would come up and turn left, and you would be at the back of the Home Depot.
And right where that loader is right there, that is the large overhead door that allows for the tractor-trailer rigs that bring in lumber. And some of it is seen in that picture there. That's where the tractor-trailer rigs are unloaded on a weekly basis.

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My only point in this is that's an HC/LI type of activity going on in a commercially zoned area.
If we could move, then, to one along Nine Mile Road, please.
Mr. Chairman, these next several -- this particular one here, what I'm attempting to show here, we get back to the use of the local road and whether it's appropriate for a use such as what would be proposed to go in at the site on Briske, to make that connection on that short local road to connect down to Duval, which is also a local road, to hit Davis Highway. Those are local and local roads.
Here's an aerial showing the two parking lots between Home Depot and Lowe's on Nine Mile Road. I had some involvement in rezoning both of those parcels.
And you'll see the orange line stretching from -- you can't quite see it up at the top, but it comes down from Nine Mile Road down to the westerly entrance for -- or one of the westerly entrances for Home Depot to the east.
And then not quite so far down, it connects into Lowe's to the left. That is a

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local road. And that distance -- and I can't read it from here. It's 600-and-some-odd feet.
MR. RUSHING: 621.
MR. LINDSEY: 621.
MR. PAGE: 621 feet.
And that's a local road being used by a lot of commercial traffic and perhaps a lot of trucks as well going in and out of those two off of Nine Mile Road.
If we could go to the next one, please. I think it should be probably Fowler.
MS. LINDSEY: It's not Fowler. That one's Fowler.
Mr. Chairman, I have a similar aerial for that same type of thing on the easterly side of Home Depot out on Nine Mile Road showing -- here it is right here. The distance that -- if you turn off of Nine Mile Road on to Untreiner, which is a local road, you have to come down whatever that dimension is that I can't read.
MS. LINDSEY: 564.
MR. PAGE: 500 -- More than 500 feet before you turn in to one of the roads that leads into Home Depot.
Untreiner and those other roads running

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north and south are all local roads. As a matter of fact, from those particular establishments south down to Detroit is a distance of probably a mile or more, all residential area.
But my point again is that it is a local road being used by a fairly heavy zoned and activity such as Home Depot and Lowe's.
So, Mr. Chairman, getting back, then, that completes everything that I have, as far as the presentations for those.
We think that the statement that the parcel's located on a local road, which is not suitable, we think -- well, let's see. There was one other. There was Briske in there that I think was 450 feet or so. It was less than both of these for sure.
If you see the Briske?
MS. LINDSEY: Yes.
MR. PAGE: Okay. That shows the dimension. I think I can read it. A little over 400 feet to get from the property down to the Duval Street. So it's less than two of the larger ones. And that's simply my point.
So, Mr. Chairman, we feel like we are

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consistent with the intent and purposes of the code in terms of new development and built-up areas. Rather, under B, consistency with the Land Development Code.
Criterion C, compatibility with surrounding uses. The findings show that the amendment is not compatible with surrounding uses in the area.
And they do a measurement within 500 feet of the site. And I think it's safe to say that there is not a single parcel of property within that 500-foot boundary that's not zoned commercial or HC/LI. They're all in that same category.
And, Mr. Chairman, that presents somewhat of a problem. Let's say that a person lives in that area, and he lives on Cactus Street -- he has property that fronts on Cactus Street, local road. And he is zoned commercial.
And he or she comes down and says, "I would like to apply -- I have a lot out in this area, and I'd like to apply for a building, a metal building to put up," thus and so.
One of the first things the staff's going to say, just like they did right here is,

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"You're on a local road. You don't meet the criteria."
And then that would be the same thing for almost every one of those lots that you see in that circle.
So we have a problem here, in that people that have property that is zoned can't properly get a permit to do a whole lot with it because they can't pass the way the staff is -- or the way the Land Development Code is written now, in that you can't do it on a local road.
Well, Lowe's can do it. Home Depot can do it in multiple examples that we've shown. And we're asking for the same type of consideration.
Our impact on a local road is considerably less than those I've shown in the overhead. And we would ask, Mr. Chairman, for the same consideration. And given those dimensions, we think we're consistent with item D.
And then item E had to do with appropriate with changed conditions. I missed a zoning in here somewhere. Let me back up.
Spot zoning, criterion D. Where the proposed zoning would establish or reinforce a condition of spot zoning as defined in Chapter

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6, the isolated district would nonetheless be transitional in character.

I think we've seen all types of examples where commercial and HC/LI are both transitional in both directions.

And with the adjoining districts or the distances between those districts would be minor or sufficiently limited.

The extents of these mitigating characteristics or conditions demonstrates an appropriate site-specific balancing of interests between the isolated district and the adjoining lands.

And then for clarification, it's been added in here, Land Development Code Chapter 6, spot zoning is zoning applied to an area of land regardless of size that is different from the zoning of all contiguous land.

Such isolated or spot zoning is usually higher in density or intensity of use than the adjoining property and may, therefore, extend privileges not generally extended to property similarly located in the area.

And then the most important sentence in here: Spot zoning is not by itself prohibited,

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but due to its potentially adverse impacts on adjoining zoning -- you notice they switch from uses here to comparing it to zoning. So we're comparing HC/LI to commercial.

Spot zoning is not by itself prohibited, but due to it's potential impacts on adjoining zoning, it carries a higher burden of demonstration that, if authorized, would contribute to or result in a logical and orderly development.

And, Mr. Chairman, in terms of compatibility, I always go back to the county's definition. At Land Development Code 6 -- page 611, compatible: A condition in which land uses, activities or conditions can coexist in relative proximity to one another in a stable fashion over time so that such -- so that no use, activity or condition is unduly negatively impacted directly or indirectly by another use, activity or condition.

Mr. Chairman, we would submit that there are multiple examples of HC/LI and commercial cheek to jaw all over the county where they have been compatible for years.

I think that this is going to be another

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example of that type of thing. And I would think that if a person has commercially zoned property in this area, they're going to want to see some type of explanation or some type of clarification or some type of relief.

The county went in and zoned their property only to the detriment that they cannot actually do anything commercially with it because they're not on a local road.

We think the examples that I've given you this morning, in terms of the local road situation and how it's being used and how it has been applied in other areas should be some consideration.

So, Mr. Chairman, in summary, out of all the criteria, we would ask that you accept all the criteria from the staff, with the exception of item B, locational criteria, item C, compatibility, and item D, spot zoning, and that you would accept the information and data that I have supplied and use that data in lieu of the staff findings in those three areas.

THE ACTING CHAIRMAN: Thank you, Mr. Page.

And before we go any further, I would entertain a motion to accept Mr. Page's pictures

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into evidence.

MR. FEARS: I move.

THE ACTING CHAIRMAN: Second.

MR. RUSHING: Second.

MR. JONES: And, Mr. Pyle, if I may, we want to work with Mr. Page to get these pictures later on in some type of sequential order so when it goes up before the Board of County Commissioners, they'll be able to review the documents and understand the pictures.

Since we just got them, we just want to make some type of labeling in some type of order for the Commissioners to look at.

THE ACTING CHAIRMAN: Okay. We have a motion and a second.

All those in favor signify by saying aye.

(Chorus of "ayes.")

THE ACTING CHAIRMAN: Any opposed?

(No response.)

THE ACTING CHAIRMAN: Motion passes.

And, of course, duly noted that, A, staff did not have at the beginning the study, and, B, did not have the pictures as well when you did your analysis.

Okay. Do you have anything else, Mr.

Page?
MR. PAGE: Mr. Chairman, just as an afterthought, not knowing exactly where this is going to go, I would like the board -- there's some new members here. I would like the board to consider me as an expert witness.
MR. JONES: Yes.
THE ACTING CHAIRMAN: Is there any -- we have sworn Mr. Page in as an expert in land management use; is that correct?
MS. JOHNSON: That's correct.
THE ACTING CHAIRMAN: And for the sake of the record, that is still true today. I don't believe we need to swear him back in again or approve him, having already done so on numerous occasions before. That will go on the record, sir.
MR. PAGE: Thank you.
THE ACTING CHAIRMAN: Thank you, Mr. Page. Staff, if you want to go ahead.
MS. HIGHTOWER: Can I ask a question?
THE ACTING CHAIRMAN: Sure.
MS. HIGHTOWER: Okay. I realize everything is zoned commercial. But then when I look at the existing land-use map. Are there

actually mobile homes and single family homes on those pieces of property at this time?
MS. LINDSEY: Yes.
MR. JONES: Yes.
MS. HIGHTOWER: All right. Thank you.
MR. JONES: And before -- and before Ms. Rodgers -- Allyson Lindsey starts -- I'm sorry -- starts -- she starts -- those uses that Mr. Page was recurrent about some of the existing operation that's going on with Home Depot right now about the equipment that's being stored on the outside, all of that is allowed in that zoning category. Nurseries, garden centers, that's all allowed in the existing zoning category. So it is not a heavy commercial type of use with the existing operation that is ongoing now.
THE ACTING CHAIRMAN: Okay. Duly noted.
I think, Mr. Sammons, for your benefit, I think what we have here is a good, old-fashioned difference of opinion.
And Mr. Page is a very worthy applicant, so if -- again, we will have plenty of time to question both Mr. Page and the staff after the staff, go ahead and make your presentation.

MR. SAMMONS: I do have one question, and it's just process.
THE ACTING CHAIRMAN: Yes.
MR. SAMMONS: When Mr. Jones speaks, is he speaking under oath?
THE ACTING CHAIRMAN: Yes. The staff has all been sworn in, that is correct.
MR. SAMMONS: Okay. Okay. I might have missed that.
THE ACTING CHAIRMAN: Okay. Go ahead.
MS. LINDSEY: Again, Allyson Lindsey, Development Services.
This is the rezoning for 5404 Bellamy from the commercial to HC/LI, which is -- NA -- which is heavy commercial, light industrial, and NA is nonalcoholic.
For the first criterion, criterion A, consistency with the Comprehensive Plan, the proposed amendment to HC/LI NA, it is consistent with the intent and purpose of the future land use mixed-use urban.
It does allow for a mixed used of residential and nonresidential uses, while promoting compatible infill development.
Consistency with the Land Development

Code. The proposed amendment is not consistent with the intent and purpose of the Land Development Code.
The parcel does not meet the location criteria, as stated in Land Development Code 3-2.11(b).
I'd like to also address Mr. Page kept referring to local roads and other parcels that were using local roads as commercial.
In the Land Development Code, they do have local roads if they're active collectors. So I'll read that from the Land Development Code. It's 3-1.6, that for the purposes of locational criteria only and on a case-by-case basis, a local street not classified by the Florida Department of Transportation as a collector road may be designated by the county engineer as a collector if all of the following conditions exist for the applicable street segment:
A, 22-foot width of payment, two lanes or more. B, posted speed limit of 35 miles an hour or more. C, signalized intersection on the segment or as termini. D, connection to a collector or arterial street. And E, average annual daily traffic at least 1500 vehicles.

So staff's opinion on that is that this road does not serve as a collector with those criteria. The speed limit, I think, on that road, if I'm not mistaken, is 30 miles an hour. There is none of the other criteria that apply. So I just wanted to kind of mention that because he did talk about businesses and commercial on the roadway.

And I think it was Fowler that actually created this language because I think Fowler does act as all those things. Okay.

So, so the current -- so back to criterion B. The current roadway does serve as access to the existing residential. And the ingress and egress would be from the county-maintained road of Briske.

So that the -- if I can show you the photo presentation.

THE ACTING CHAIRMAN: So real quick. I'm sorry to interrupt you --

MS. LINDSEY: That's fine.

THE ACTING CHAIRMAN: -- but what you're saying is Fowler would act as the collector road. However, what you're trying to now show is that the actual road property that's under

subject would not be considered a collector road, correct?

MS. LINDSEY: Yes, sir.

So this basically is the -- right here is the corner of Briske and Cactus. And this is a county-maintained, 430 feet, I believe, access. So the ingress and egress will -- the county would be more -- and I heard Mr. Page mention another road of Tamarack and something as an access and going through a neighborhood.

But the county would basically say that this would be -- using this county-maintained road on Briske at the southeast corner of the parcel would be . . .

THE ACTING CHAIRMAN: Just for clarification, go back to that picture. I just wanted to make sure I understand this correctly.

So that is considered county right-of-way --

MS. LINDSEY: Yes, sir.

THE ACTING CHAIRMAN: -- with the carport?

MS. LINDSEY: Yes, sir.

THE ACTING CHAIRMAN: Okay. I just want to make sure that I understand. I'm not --

MS. LINDSEY: Yeah. I'm not really sure

how that happened. I believe maybe someone doesn't realize that that's --

THE ACTING CHAIRMAN: Okay.

MS. LINDSEY: -- county right-of-way.

I checked with the real estate department, and they did confirm that this was a county-maintained right-of-way.

THE ACTING CHAIRMAN: I just wanted to clarify that.

MS. LINDSEY: Yes.

THE ACTING CHAIRMAN: Because otherwise, I'm thinking I'm looking at someone's driveway.

MR. JONES: And, Mr. Pyle -- and if you look at -- there's a point. That entire grid system of those local roads in there, it's -- they are local roads. Maybe not efficient local roads, but they are local roads serving the neighborhood and the community.

And this is one thing. Do we want to allow another zoning that would -- that would cause more of an adverse impact through the community and on those local residential roads where the neighbors go back and forth, traverse back and forth on?

So just want to say, we're not

subject-matter experts, but that's one of the criteria. Those are local streets that serve the neighborhood.

THE ACTING CHAIRMAN: Go ahead.

MS. LINDSEY: So criterion C, compatible with the surrounding uses.

The proposed amendment is not compatible with the surrounding existing uses in the area.

Within the 500-foot impact area, we did observe that they had properties -- they were all zoned commercial. However, the majority of the properties were residential uses, mobile homes, single family.

And there were some commercial businesses on some of the local roads. Now, here again, each parcel and each rezoning stands on its own merits, so we really can't talk about the commercial on Cactus or the other residential or the other commercial properties because we're really speaking of this one. So how they became is really moot at this point.

So the property, the residential and with some commercial uses and then, of course, there is a large Home Depot to the south.

The subject parcel was utilized at Duval

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Street, which connects to the Davis Highway, which is an arterial roadway, which is also the access to Home Depot, and you saw in the slides that -- now the presentation of Mr. Page's.

Criterion C, appropriate if spot zoning. I'm sorry.

D. The proposed amendment would create spot zoning based on the definition of the Land Development Code.

If approved, the HC/LI in a zoning would be isolated and would allow for a higher intensity or density for the surrounding properties.

So you know, I understand that the Home Depot is there. Mr. Page mentioned the new Raceway. It's way outside the 500-foot area. It's on the intersection of Brent and . . .

MR. JONES: Davis.

MS. LINDSEY: Davis.

VOICE IN THE AUDIENCE: By 110.

MS. LINDSEY: So by allowing the HC/LI, even it's NA, so you wouldn't have to worry about a nightclub and stuff, you would still have more intense uses right up against the residential uses.

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Now, granted, it is commercial zoned, but currently people who live in those houses and mobile homes, it's residents. They just wouldn't be compatible with heavier -- heavy commercial, light industrial. So you have to think about those two comparisons.

Appropriate with changed or changing conditions. There haven't been any changed conditions in the area.

And I didn't mention the Racetrack because it was way outside of the 500 foot.

Primary intent of the requested HC/LI in a district is to allow light manufacturing, large-scale wholesale and retail uses, major services of other more intense uses than those allowed under the existing commercial.

In order to access the nearest arterial roadway, Davis Highway, the traffic must utilize Duval and Briske, which are local roads. And they're leading into the neighborhood, as stated.

And that ends the staff findings.

THE ACTING CHAIRMAN: Okay. I have a couple questions for you.

So Mr. Page brought up a good point and

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I'd like to find staff's rebuttal on the fact that it appears we have a -- you know, we're not going to get any easy ones, obviously here.

So where commercial -- you stated that everything is commercial in that area, and yet you have residential people who are living there now.

So to his point, if I did live in that house, and decided I wanted to open a -- whatever -- commercial operation, he makes the point that you could come before this and not be able to utilize it, according to the zoning. Is that what you --

MS. LINDSEY: Well, you'd have to come to Development Review. And Development Review would also look at locational criteria.

There are some less intense uses in the commercial. Someone may ask for a use that is actually maybe an HC/LI, which is more of a neighborhood commercial use that would fill out.

For the HC/LI, the intensity is much greater than commercial or an HDMU, like a neighborhood commercial use would be.

So it would still have to come to Development Review. And locational criteria

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would have to be looked at by the reviewers and/or the director.

THE ACTING CHAIRMAN: So --

MR. JONES: And if I might add, Mr. Pyle --

THE ACTING CHAIRMAN: Yes.

MR. JONES: This is -- this is the challenge that we have with zoning, as you know. You've been here a good while. We came up with zoning so late in the game.

And we do have parcels, areas like this. We do have areas like this. But the purpose of the rezoning is, do we want to continue to allow a proliferation of those heavy uses that -- we see with that area, that existing map, it's surrounding -- it's predominantly residential uses. That's all over the county.

There is nothing that we can do to put the things back in the box, but we can -- to get better regulations, to continue to improve upon, because, yes, we understand that commercial zoning.

But those lots are small. And if you open up the door, you open up the door for the rest of them. You have such a -- such an impact of

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commercial, heavy industrial uses.
Again, repeating, we do understand what occurred in the past, but do we want to continue that trend and that bad development pattern? It all happened before my time.
THE ACTING CHAIRMAN: So I would -- I would say that the idea of it, why it was put in place, is to develop some sort of consistency.
MR. JONES: Yes, sir.
THE ACTING CHAIRMAN: And so ironically --
MR. JONES: Proper protection.
THE ACTING CHAIRMAN: Ironically, in this particular case, it seems, if I were the applicant, I would argue that the opposite is holding true, that, you know, Home Depot is a very close neighbor.
And so I would ask staff, what would you -- what would you -- how would you argue against the fact that he's shown two other properties that were very similar operations that fell under an HC/LI that were zoned that, and that used the collector roads, albeit they may not be the same. I think that, whereas this Home Depot is under commercial zoning and operating in kind, like those others that are in

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an HC/LI district.
MR. JONES: The point is this: I would have to research those facts, so -- so this is all speculation.
Number one, it could have been grandfathered in. It could have been -- and I -- and I don't want to use -- I don't want to put up saying that -- it could have been what we call -- classified as a legal, nonconforming use, what we know about being grandfathered in. I'm not saying they are. I'm not saying that.
They could have met the criteria at the time. So it's really hard to go back in the past and re-create the scenario without looking at the research on that. It could have been grandfathered in. It could be legal nonconforming.
Also to remember, as I said before, Home Depot is not a -- it's not a heavy commercial. It is an intense commercial, C-2 type of O type of use, where it's a store.
But they do have nurseries and plants, and all of that. And all of that is currently allowed in C. So that the local network, they could cover some other surrounding more uses

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that were more compatible why the staff made the call at the time.
It could have been legal nonconforming. It could have been -- it could have been the players and the key players involved in at the time, which we know that in the past, this area was really, really -- Escambia County was really, really pro, pro, pro, pro, pro. There was no balance.
Now we have a balance. And we have more stringent regulations to protect these existing neighborhoods that may be old, but they still deserve the same amount of protection with these regulations.
So those -- so that is how I have to respond to that.
THE ACTING CHAIRMAN: Right. I think there's some interesting semantics to it here. And we get tripped up on one every time as local roads.
MR. JONES: Yeah. Yeah.
THE ACTING CHAIRMAN: And it's something -- something that we need to keep in the back of our mind about that, local versus collector, which collector is what I believe is

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in the definition.
But also, regarding with Mr. Page about the heavy equipment, you know, I understand that Home Depot does rent equipment. But that's -- again, I've talked enough.
Do any of the other board members have any questions for staff's findings?
MR. FEARS: I was just going to point out this doesn't offer any help or solution. It's just something that we need to empathize with, is that this area -- this area is what it is because it never grew up with the 110 expansion.
From Brent to Airport after the expansion -- after 110, and then later after the connector, the Brent to Airport connector, you're left with a lot of residents that's right up against.
And that's one reason Home Depot turned its footprint 90 degrees --
MR. JONES: Absolutely.
MR. FEARS: -- because their sign facing 110 is larger than their sign on the front of their property, is because of exposure. No doubt that's what this application is about, but it should help us empathize with this

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neighborhood.
MR. JONES: Right.
MR. FEARS: Creekview or Crayview, whatever that neighborhood is called, that they're in a pinch. They're -- they will probably be targeted for years to have expansion. So we need to empathize with that as we consider the whole neighborhood.
MS. LINDSEY: Yes, sir.
And as Mr. Jones did say, we want to try to decrease some of this seeping into the neighborhood.
And when this land -- all these lands were zoned commercial way back in the day, which was before any of us, I think the paintbrush that just went down the road and said, so many feet this way and that way, we're going to make it commercial.
And I don't think it was taking into consideration that some of these houses were there because maybe there was some already fronting commercial.
I'm just kind of speculating on this point. That was way before my time. But, yeah, we want to try to keep the neighborhood as

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neighborhood as -- you know, these people live there. And if you keep adding commercial and, you know, then -- then they're sandwiched in, and you don't have a neighborhood for the children to grow up in, and the traffic is really bad, and, you know, you just . . .
THE ACTING CHAIRMAN: Okay. At this point, I think we should turn to public comment. And I want to explain a couple things for the public.
MR. RUSHING: Mr. Chair.
THE ACTING CHAIRMAN: Yes. Go ahead.
MR. RUSHING: A question of the staff.
What's the zoning history of the HC/LI parcels, current HC/LI parcels?
MS. LINDSEY: You mean as far as when it became HC/LI?
MR. RUSHING: That's right.
MS. LINDSEY: I should have, but I didn't do the research on that, but I can look into that and let you know. But at this point, I don't know when it became HC/LI.
MR. JONES: We'll get to that point in another session. I've got someone working on that right now.

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MR. RUSHING: Because it appears -- you know, there's a classic example, spot zoning from, you know, HC/LI, commercial.
MR. JONES: Absolutely.
THE ACTING CHAIRMAN: Okay. All right.
I want to explain a few things for the public comment. I know that some of you have heard some of this before, but for the members of the public who wish to speak on this matter, please note that the Planning Board bases its decisions on the approval conditions and exceptions described in Section 2-7.2 in Escambia County Land Development Code.
During its deliberations, the Planning Board will not consider statements of support or opposition.
Accordingly, please limit your testimony to the approval conditions and exceptions described in Section 2-7.2. And for those who want to speak, give you a second to kind of digest that.
The A, B, C and D and E findings that we discussed, that is all that we consider during these matters. And so when you come up to speak, please refer to one of those conditions

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as your argument. I want to give you a second to digest that, maybe form your discussion accordingly.
But please also note only those individuals who are present and give testimony on the record in this hearing before the Planning Board will be allowed to speak at the subsequent hearing before the BCC.
And I also want to note that these are quasi-judicial. And, therefore, as the Chair it is our -- the responsibility to maintain order. And typically these are cases that people have strong opinions either for or against.
And when you come to speak, you'll have three minutes. You will have the time to speak to it. And we will offer and afford you that time. And we want to hear. It's a big part of our digestion of, you know, getting the feel for the local community.
And we will not allow anyone else to interrupt you. And, therefore, that's why, sir -- I didn't mean to pick on you earlier, but going forward, we won't allow anyone else to chime in or otherwise make comments to your issue. We're going to afford everybody, give

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everyone the same right to speak and be heard.
That being said, we have several people signed up.
And first, Mr. Patrick Dwyer. If I mispronounce it, my apologies.
Please come up and be sworn in, sir.

PATRICK MICHAEL DWYER, upon being duly affirmed, was examined and testified as follows:

MR. DWYER: Patrick Michael Dwyer.
The first thing I'd like to know is, whose district is this in?
You don't need to answer now. Just -- as you said, it's not an argument right now. That's you want to bring up.
I'd like to point out that you cannot get an 18-wheeler to where he's talking about because when I order my auto parts, I gotta go up to Home Depot to pick them up.
The original Home Depot was closer to I-110. Had to move Home Depot over. No semis are coming down Duval. They're not allowed back there. There's a speed bump. The speed limit's 15, actually. Okay.

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You know, I'm not going to make any money off of this. Some people are. When -- so please disregard all the Nine Mile Road references.
Go out there -- and as I said, whose district is this? Go there and stand there. And then notice when you come out, you're on Davis Highway.
Get back on Duval. Come out -- you come down Briske. There is a stop sign. There's a stop sign.
So it's a little bit deceiving that it's on Duval. It's not -- speed bump's on there. Speed limit's 15 miles an hour because people start racing through there. People were getting hit. They're worried about their kids.
As for that part of the city, either -- the park that's down there, there's no fence around it. We put a park down there in the '90s.
This is an accident waiting to happen. Some kid's going to get run over by a car. That's three blocks. Has nothing to do with this property.
I would do nothing to keep the chap --

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Mr. Robert. Friends since the early '90s. Anybody wants to know how that car lift got there, 200 bucks a pop. I'll tell you how it got there. Remember the little car lift? And how it got there in the right-of way?
Other than that, you were deceived -- or I want to know, you know, as for the back entrance. I abut that. I'm an adjacent property owner.
Great place. I'd like to see it go forward. I'd like to see it done right, though.
Where's the water retention going? Things like that. We need logical. We need the road improvement. We need the attention.
Doesn't really affect me adversely. I retired out of Keesler. I'd have loved to have jumped on the Good Times Bus and gone back and forth instead of having to drive.
So don't make this all a one- and two-hour meeting. Planning doesn't make an emergency on our part or Mr. Page's needs. Okay? We can always do this again. Continue it. Don't make a final decision today.
One thing I do request is on these notices, I got two neighbors have no idea that

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if you don't sign up to speak today, you're not going to the County Commission meeting and speaking. They all think they're going to go to the County Commission and speak.
How much time I got left?
MR. JONES: Five seconds.
MR. DWYER: I'll yield the minute. I'll yield the minute.
I've got, you know, three dozen things to rebut was said earlier. What you said, it's not an argument between me and him. It was quite a Wiley statement. Thanks.
THE ACTING CHAIRMAN: Sure.
And just to -- again, and one of your arguments we talked about wanting to do it right. All that would fall under --
MR. DWYER: Planning and zoning.
THE ACTING CHAIRMAN: -- a zoning portion. Later on.
That would be incumbent upon anybody, whether they're doing it --
MR. DWYER: Right. Yeah. Where's the oil go? Where's the oil going?
THE ACTING CHAIRMAN: Right. And that would be -- again, that isn't -- that's why we

say that points A, B, C, D . . . those are what we want you to tailor your argument.
MR. DWYER: Right.
THE ACTING CHAIRMAN: Because I would imagine if you're in the negative --
MR. DWYER: I addressed -- further addressed was, I can't get a semi back there.
THE ACTING CHAIRMAN: Sure.
MR. DWYER: I gotta go to Home Depot. You'll not see an 18-wheeler come down Duval. They come off of Davis Highway.
Even the private vehicles, you have to track right where Duval on a 45 and Davis meet.
That's why I asked whose district is this in. Let them go out there and look at this situation.
I realize our time's limited. They only got so much time. So I say, you know, bad planning doesn't make an emergency on my part. That's -- you know, continue it because a million people still want to speak, and have no idea they had to show up today and sign; they can't speak at the County Commission meeting and yell.
THE ACTING CHAIRMAN: Thank you, sir.

MS. LINDSEY: This is Mr. Bender's district, district 4.
And also on the flyer that they get in the mail, it does state that if you do not speak at the Planning Board meeting, that you cannot speak at the BCC.
So it's a lot to read when you get this in the mail, but it does state that.
MR. DWYER: Got it in my hands. I've read it. And I didn't see that.
MR. INGWELL: Real quick, sir. Do you have a property that's currently displayed on the current map?
MR. DWYER: Yes.
MR. INGWELL: Which one is it? I'm sorry.
MR. DWYER: 5519 Tamarack. I got it at the back entrance. Where they wanted to get 55242, up and down there's a couple people want to be rezoning the whole neighborhood, and --
THE ACTING CHAIRMAN: Which property is it, sir?
MR. DWYER: I'm right here. I'm not tall enough, so I can jump up and hit it and break it. I'm not responsible. Bring it down some.
See along I-110? See where Tamarack is?

MS. LINDSEY: Right here?
MR. DWYER: You just passed it. Bring the arrow down. Right there.
MR. INGWELL: Okay. Thank you.
MR. DWYER: And you didn't mention the tree ordinance. Everyone here's got the tree ordinance. Nobody said the word "tree" once.
THE ACTING CHAIRMAN: Thank you, sir.
MS. LINDSEY: That's --
MR. DWYER: Nobody said the word "tree," right.
THE ACTING CHAIRMAN: All right.
Mr. Phil Parekh. If I've -- Again, I apologize if I abuse your names.
If you'll come forward and be sworn in, sir.

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

MR. PAREKH: My name is Phil Parekh. Live in Pensacola, but I'm here because I have a rental property right behind on Cactus Road. And owned this property for about 22 years.
My business is to provide affordable

housing, you know, in town, in Pensacola and Milton.
My main concern is, I didn't hear about who's moving in over here, but I did find out who's moving in over here.
It's the Good Time Tours. Bus company is moving in over there, from what I understand. And my main concern is the buses are diesel and fumes and noise.
Would that affect my property? And that's why I'm here. And I'm not in favor of them moving in. And I don't know if that goes with your A, B, C, D, whatever you said.
And I'm concerned about in the future if it's going to reduce the property value or whatever it is.
And my only -- this doesn't concern the hearing. The man has made $4 million selling his property. He can afford to buy all these people out, and, you know, get his way through whatever it is within the 500 feet.
But that's all I have to say. I don't know if this is the right because I needed -- wanted to see the building footprint, you know, before I say yes or no or where they going to

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have a office or where they going to park garage, where they going to put the buses, whatever. But we have not discussed this over here. I would imagine it's going to be in the next meeting.

Am I right?

THE ACTING CHAIRMAN: Well, that would be -- again, what our job here is to do is to either approve or disapprove. The question is that they want to change the zoning.

We cannot -- you know, and underneath that zoning, if it is something that would be lawful for them to build, that's up to them.

And at that point, it goes to the building permit review. All those questions are answered. The drainage, the -- all those -- the traffic. All of those items are addressed at that point in time.

We're here today. What we ask, again, those conditions -- I would imagine if you say you were against, you would find what the county's findings, or the majority of them, that were, say, disagreed with Mr. Page.

If you were for it, you would say I agree with Mr. Page . . .

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MR. PAREKH: Yes, sir.

THE ACTING CHAIRMAN: . . . on those conditions, unless one of those particular conditions are really what you felt was the problem, that's the only thing that we can consider.

MR. PAREKH: Okay.

THE ACTING CHAIRMAN: Not about what type of business will be held there. Simply what would be lawfully permitted in the HC/LI district, if we are to pass this.

MR. PAREKH: I see. All right. Thank you.

THE ACTING CHAIRMAN: Thank you, sir.

MR. PAREKH: Thank you.

THE ACTING CHAIRMAN: All right. Next we have Ms. Theresa Blackwell.

Good morning, Ms. Blackwell.

MS. BLACKWELL: Good morning.

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

MS. BLACKWELL: Theresa Blackwell, 9535 Tower Ridge Road, Beulah.

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I had not intended to speak, but when I listened to Mr. Carrick, I believe his name was.

MS. LINDSEY: Parekh.

MS. BLACKWELL: Okay. I can't pick that out, but the last speaker.

I decided I would go ahead and speak because a rezoning that came to me about my neighborhood, this is what they said on that form that they sent to me.

They listed those criteria. And then on the bottom of it it says, "Board action. Land Development Code, Chapter 2, Article 7, Section 2.7.2(b)(5). If the reviewing board finds from the record of the hearing that the applicant has presented competent substantial evidence establishing the required conditions, the board shall then consider whether maintaining the current zoning will serve a greater public interest.

The board shall recommend approval of the rezoning request to the BCC if the board finds that no new uses, density or intensity of use of the proposed zoning will likely diminish quality of life, reduce property values, confer a special benefit on the subject property to the

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detriment of the community as a whole.

I gave you-all a copy of this this morning.

Or create -- excuse me -- or create other adverse impacts upon surrounding properties more than the uses, density or intensity of the current zoning.

I had intended to cover this in the public forum. And Mr. Pyle in the last meeting made some excellent arguments as to why we needed to change.

But he didn't get much support. He didn't get anyone else to say anything. So he kind of let it die when Mr. Briske asked, "Do we need to make a change?"

Yes, we do. This is what we send to the public. We say this is what we will consider. And the previous speaker spoke to those issues. So what he said should be considered here.

And I will say when Kia sent us an email -- you know, I brought this issue up before. What she sent us was actually an email that had been done a year before by Ms. -- our previous county attorney. And so it was -- you know, it was what had been said a year before.

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I have since talked with the county attorney, Ms. Rodgers. And she had agreed with my viewpoint.

So when we send the public something that says, "This is what we should consider," and they show up here to bring up those points, we should not be telling them, "We are not allowed to consider those points." That is just wrong.

And the previous speaker was right. We need to consider how this will affect his neighborhood. And that should be part of our procedure here.

THE ACTING CHAIRMAN: Okay.

MS. BLACKWELL: Thank you.

THE ACTING CHAIRMAN: I would -- just for your -- not as a rebuttal. But what I wanted to say was, last meeting what I stated was that this does in my opinion fall under those A, B, C and D.

Because every time that I consider a case, I do consider this as a -- in fact, I've said it in the past, where I think that the applicant is they're -- they're incumbent if they wish to change it, to change our minds, as well as those of the surrounding neighbors. And that's my

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opinion, again.

And my opinion as well as this is absolutely paramount in my mind to consider during this -- what isn't is when what's natural for somebody who has never been to one of these is to start talking about, "Hey, this is going to -- what kind of drainage? What kind of" -- utilizing that as a, again, not in the spirit of what you're discussing. More as I want to argue against it.

What I'm saying is, that isn't the basis of how we're going to decide yay or nay, but this -- what you handed us, you know, for the future meeting. It's paramount, in my opinion. And I didn't think there needed to be any formal action because this is what I consider every time.

MS. BLACKWELL: That is you, Mr. Pyle. And this should be formalized. And this actually mentions these quality of life issues that we are telling them we will not consider.

Drainage is a quality of life. If you have drainage problems, that affects your quality of life.

THE ACTING CHAIRMAN: Understand.

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Understand.

MS. BLACKWELL: And I appreciate that you tried to put that forward and that you do consider it, but it should be part of our formalized process.

THE ACTING CHAIRMAN: I understand.

And what I guess I'm more referring to are items that are considered under building, planning, review.

But anyway, nonetheless, I appreciate your -- anyway, I'll go on to the next speaker now.

MS. BLACKWELL: And I will not give up on this point.

THE ACTING CHAIRMAN: I appreciate it.

MS. BLACKWELL: Thank you very much.

MR. INGWELL: Mr. Chairman, I concur with your comments and Ms. Blackwell's position.

MS. BLACKWELL: Thank you, Jay.

THE ACTING CHAIRMAN: Next, Ms. Belinda Bell.

MS. BELL: You've answered my question.

THE ACTING CHAIRMAN: Okay. And you know that if you do pass that, you won't be having the opportunity at the Board of County

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Commissioners to speak unless you want to just come up and say, "Hey, I'm for or against it."

That's all. We don't -- you know, if you do that --

MS. BELL: Okay.

THE ACTING CHAIRMAN: If you do that, it will afford you the right, if it goes to the Board of County Commissioners, the ability to speak.

MS. BELL: Okay.

THE ACTING CHAIRMAN: I just want to make you aware of that.

Just come on up and be sworn in, state your name and address.

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

MS. BELL: Belinda Bell, 5501 Cactus Road. I just want to say I'm against it.

THE ACTING CHAIRMAN: Thank you, ma'am.

MS. BELL: All right.

THE ACTING CHAIRMAN: I just didn't want you to feel like you were --

MS. BELL: Thank you.

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THE ACTING CHAIRMAN: -- switcheroo or something like that.
All right. Mr. Larry Downs, Jr.
MR. JONES: Mr. Pyle, I think there's another lady. Her name is Ms. Janette, I believe. She -- she -- come on. Come on.
THE ACTING CHAIRMAN: We'll get there. I don't think -- let me go ahead and -- go ahead. I'm sorry.

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

MR. HOLMER: Andrew Holmer, Escambia County Development Services.
Sorry to interrupt. Y'all had asked about the HC/LI portion with the rest of it being commercial.
So I looked it up. The original zoning -- rezoning came in, the whole area was C-1.
MR. JONES: Right.
MR. HOLMER: C-1 converted to commercial. In June of 2000, the Home Depot came through and rezoned that chunk, that shape from C-1 to C-2. When we did the new zoning conversion, that C-2

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converted to HC/LI. That's why it's sitting there.
THE ACTING CHAIRMAN: Thank you, sir. Mr. Jones, you'll give me one second, let me ask -- were you saying Ms. Joanne Peele?
MR. JONES: No. This lady right here. Ma'am. Ma'am.
THE ACTING CHAIRMAN: Is this Joanne Peele?
MS. PEELE: Yes.
THE ACTING CHAIRMAN: Okay.
Mr. Downs, if you'll bear with me.
MR. DOWNS: That's fine.
MR. JONES: She's a little nervous.
THE ACTING CHAIRMAN: That's fine.

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

MS. PEELE: Joanne Peele, 12 Huntingdon Drive, Pensacola.
THE ACTING CHAIRMAN: Okay.
MS. PEELE: I just want to say I agree with the staff's analysis. And in their attempts to change things going forward, you

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can't change history, but you can only change what's coming up.
And what they are saying clearly says we need to change this previous approach to development. And so I am in agreement with them, and I don't support Mr. Page's position. Thank you.
THE ACTING CHAIRMAN: Thank you, ma'am. Appreciate it.
Mr. Larry Downs, Jr.
MR. DOWNS: Chair, could Melissa go before me? She's got to go.
THE ACTING CHAIRMAN: Sure. Go ahead.

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

MS. PINO: Melissa Pino, 413 Southeast Baublits.
Thank you, Larry. I got a meeting at 10 I got to go to.
So first wanted to welcome Mr. Sammons. Nice to have a fresh face. And you're probably just in time for some pretty heated discussions that are coming about exceptions for utilities.

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We've had some of those recently, so it will be interesting to have your expert opinion on those when they come up.
MR. SAMMONS: I don't really know that much about it.
MS. PINO: Right.
I would probably be really out of line with this comment, were it not for Mr. Pyle mentioning strong opinions for and against.
I was going to bring this in public forum, but I think what Ms. Blackwell has addressed and what you've brought up allows me to just make a general statement because I'm going to be bringing this and bringing this, much like Ms. Blackwell is interested in the quality of life issues.
One of the reasons these things are so contested is we don't have enough zoning categories. They got two flattened. There aren't enough. It's too wide a gap.
If there were more zoning categories added back in, these things would not be so contentious because this wouldn't be so black or white.
Is it residential or is it HC/LI? I know

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that's a gross exaggeration, but we see this coming time and again. I mentioned it at the last meeting. I watched you-all wrestle with this so ethically.

And, man, it comes down to a darn coin toss. Are we going to allow it or are we not going to allow it?

You wouldn't be in this position if we would add some of those more graduated zoning categories back in. These things wouldn't be such a problem.

I'm not necessarily saying for this particular use that Mr. Page is arguing for. But across the board, it's the biggest problem, the biggest challenge I see for planning in Escambia and for you-all making your decisions. Thank you.

THE ACTING CHAIRMAN: Thank you, Ms. Pino.

All right. Now, Mr. Downs.

LARRY DOWNS, JR., upon being duly sworn, was examined and testified as follows:

MR. DOWNS: Larry Downs, Jr., 12156 Havburg Drive, Pensacola, Florida.

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And I am -- Of course, y'all know I'm for this. I'm for what Mr. Buddy Page has presented.

The whole area is commercial. And, you know, as far as -- as far as bringing up nonsense -- that I believe is nonsense, such as there could be fumes, and -- you know, I mean, come on. 110 is right there. 24 hours a day there's fumes. I mean, it's just another -- it's just another thing.

Anyways, that whole area is zoned commercial, so if somebody were to go in there and buy 20 lots adjacent to it, they could probably come up here and make an argument, you know, maybe 30 lots. Whatever it is. They could make an argument, hey, we've bought it all up. Now we want to do something that's HC/LI or heavy commercial, HCMI.

Then these people here who applied for it years ago, they'd be like, well, wait a minute. Y'all giving it to everybody around us now, and you refused us.

You know, that's the whole purpose of this. And people do like to live in commercial and industrial areas. It's going on all across

Page 83

this country.

I mean, we go to air B&Bs in other towns, that we go to commercial areas, industrial areas where they've converted them to rentals.

So people do like to live in these areas because they like to work. One of the things they like to work for is so they can pay for a place, so they can eat.

You know, I mean this is -- our prosperity depends upon this. And if we go -- if we go about this protecting every single person, or trying to, we're not going to be protecting them. We're going to be doing more harm than good.

These people's property value could go up. They may -- you know, I heard the one man saying about his auto parts. What's he doing over there on his commercial property that maybe utilizes residential, commercial right now? You know, he's getting parts there.

But isn't this a ridiculous conundrum that we're in? Y'all got to grapple with this every time, grappling with trying to figure out how to limit somebody's liberty and property rights and how to give somebody more liberty and property

Page 84

rights on their property.

I mean, it's a -- it's a conundrum that we've gotten into. And prior to this, you know, we were a pretty prosperous country. And now I don't know where we're going to end up trying to protect every single person.

You know, it's going to be hard -- I mean, I've noted so many things here. I could never go through them all.

Equal protection of the laws, 14th Amendment. So you're going to protect -- so you're going to protect other people's commercial property rights, and then not others. Remember, the 14th Amendment. I think we are giant steps over equal protection of the laws. Thank you.

THE ACTING CHAIRMAN: Thank you, Mr. Downs.

And Michael Bearden.

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

MR. BEARDEN: Michael Bearden, 11716 Chanticleer Court, Pensacola 32507.

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To give you an idea of why I'm up here, before I left what I call the dark side, real estate, and went back to school to become a mental health therapist, I was considered an expert witness in three states and developed properties in four states.

And one of my expertises was zoning changes. I zoned hundreds of acres, from farmland to residential to commercial to high density all over the State of California, Oregon, Washington and Texas.

I've been an expert witness for the State of Oregon and Washington with regard to zoning laws and real estate actions.

That being said -- I just said that to set you up for what I say next, is on all the cases I've dealt with zoning changes, I have not had a single one come back as detrimental to the area, that they changed the zoning.

Just the opposite. Increase in taxes that the state gets and the city gets and the local counties get that helps it with infrastructure, as well as creating jobs and bringing more people in that, again, helps economically.

With regard to the zoning that we're

Page 86

seeing up on this map, just the one right there, all that commercial that people come up and say, well, I'm residential. I live in my house. Correct me if I'm wrong. That's considered a nonconforming property now. Am I correct?

MR. JONES: No, sir, you're not correct.

MR. BEARDEN: So if you have a residential house in a commercial zoning, that's not considered nonconforming.

MR. JONES: No, sir. You're incorrect.

MR. BEARDEN: So they can come in and add more residential living space?

MR. JONES: Yes, sir.

MR. BEARDEN: You can add residential living space for a nonconforming property.

MR. JONES: As long as -- as long as you have the right future land use category, commercial zoning does allow for residential uses, yes, according to the laws and regulations of Escambia County, Florida, respectfully.

MR. BEARDEN: Oh, no. Respectfully. I understand.

MR. JONES: Your statement is not correct.

MR. BEARDEN: And I appreciate that information.

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So if they allow a residential property to exist in a commercial property for the purposes of allowing people to enjoy their property as they should, why can't we do the same for a person that uses a piece of property that's been nothing but a tree farm? And albeit not old growth trees. And let them use the property for something that would be of use to the county, be of use to the citizens in the area, and provide more jobs for them? That's my opinion.

And I appreciate you listening to me.

THE ACTING CHAIRMAN: All right. Thank you, sir.

Any of the board members, do you have any questions for the applicant, staff, or members of the public?

MR. FEARS: I have a question.

Ms. Johnson, I have no idea why I failed to notice this before. Within the 500-foot radius, my employer owns property, and I am an owner's representative in real estate decisions made on that property. I see it as no impact to my decision-making ability here.

Do you have an issue?

MS. JOHNSON: No. So long as you do not

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stand to gain or lose anything as a result of this rezoning, and you believe that you can be fair and balanced in your decision-making.

MR. FEARS: The interstate makes it feel like it's a long ways away. There's really no impacts to the property owner.

MS. JOHNSON: We're good to proceed, then.

MR. FEARS: All right. Just in the interest of full disclosure.

THE ACTING CHAIRMAN: Thank you, Mr. Fears.

Any other board member?

(No response.)

THE ACTING CHAIRMAN: All right. Is there anything further from staff?

MS. LINDSEY: No, sir.

THE ACTING CHAIRMAN: Mr. Page, anything?

MR. PAGE: No, sir.

THE ACTING CHAIRMAN: All right. If not, the Chair will entertain a motion.

I'll fill the awkward silence with the fact that this is a challenging case, Mr. Sammons, that you came in on.

And several of the public speakers have mentioned pretty eloquently that we do wrestle

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with these. And these are the types of issues that come to us. They aren't the easy ones. That's why they're here for a rezoning. And we are caught in between old standards versus new.

And, you know, I wish -- Ms. Pino's not here, but I wish if we were to add additional categories, it would make it easier.

But I keep thinking about my particular area on Gulf Breeze Highway and the conundrum we're in over there. And I don't see any easy transitional -- I mean, this is what this is.

So, again, I don't want to just keep talking about it, but that is the rub here. And we have, again, the county's case and Mr. Page's case, which has been very well presented.

So anybody -- I'll be willing to entertain a motion.

MR. INGWELL: I'd like to make a motion in the case of Z-2019-18. Recommend disapproval based on staff's findings.

THE ACTING CHAIRMAN: We have a motion. Do we have a second?

MR. FEARS: Second.

THE ACTING CHAIRMAN: We have a motion and a second.

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All those in favor say "aye."

(Chorus of "ayes.")

THE ACTING CHAIRMAN: And those opposed say "nay."

Nay.

MR. SAMMONS: Nay.

MR. JONES: Can you raise your hands? That would be better, if possible.

THE ACTING CHAIRMAN: Can we go ahead and try that again?

All those in favor of this motion, please signify by raising your hand.

(Mr. Ingwell, Mr. Fears and Mr. Rushing raised their hands.)

THE ACTING CHAIRMAN: And all those opposed raise your hand.

(Mr. Pyle and Mr. Sammons raised their hands.)

THE ACTING CHAIRMAN: Three to two vote; is that correct?

MS. LINDSEY: That is correct.

THE ACTING CHAIRMAN: And the motion passes?

MS. LINDSEY: Correct.

THE ACTING CHAIRMAN: All right.

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MS. LINDSEY: Motion passes to deny.

THE ACTING CHAIRMAN: To deny, that is correct.

So it may be clear on the record, the motion that was passed was to deny Case Z-2019-18. And it, in fact, did go through to deny this application.

All right. That concludes our quasi-judicial hearing.

MS. HIGHTOWER: Mr. Chair, I have one question.

THE ACTING CHAIRMAN: Please go ahead.

MS. HIGHTOWER: A procedural one.

Under Criterion B, I know Ms. Waters said that she had had the opportunity to review the compatibility study.

It says in the findings that there was not one provided. I don't know whether that's something that gets overridden because you've accepted the compatibility study. But I just wanted to be sure of that.

MS. LINDSEY: And I had a note here to mention that in my findings, that although he did submit one after the findings were done, it didn't change the staff findings.

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MS. HIGHTOWER: Yeah.

MS. LINDSEY: I may have said that at some point.

MS. HIGHTOWER: You did say it. I just wanted to be sure that it didn't need to be amended in the findings.

THE ACTING CHAIRMAN: Very good. Okay. Moving along, we're going do hereby close the quasi-judicial meeting.

(Hearing concluded at 10:05 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.

s/ David A. Deik

DAVID A. DEIK, CP, CPE
Professional Court Reporter

Planning Board-Rezoning **7. A.**

Meeting Date:	11/05/2019
CASE :	Z-2019-18
APPLICANT:	Wiley C. "Buddy" Page, Agent for Knop Family Trust, Owner
ADDRESS:	5524 Taramack St; 5404 Bellamy Ave
PROPERTY REF. NO.:	35-1S-30-3101-000-001; 35-1S-30-3101-000-000
FUTURE LAND USE:	MU-U, Mixed-Use Urban
DISTRICT:	4
OVERLAY DISTRICT:	N/A
BCC MEETING DATE:	12/05/2019

SUBMISSION DATA:

The applicant initially requested rezoning for both 5524 Tamarack Street and 5404 Bellamy Avenue, However, the applicant has elected to remove the Tamarack property from the rezoning consideration by the Planning Board. Therefore, the following staff analysis applies exclusively to the property located at 5404 Bellamy Avenue.

REQUESTED REZONING:

FROM: Com, Commercial (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)

RELEVANT AUTHORITY:

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

APPROVAL CONDITIONS

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

Consistent with Comprehensive Plan

The proposed zoning is consistent with the future land use (FLU) category as prescribed in LDC Chapter 3, and with all other applicable goals, objectives, and policies of the Comprehensive Plan. If the rezoning is required to properly enact a proposed FLU map amendment transmitted for state agency review, the proposed zoning is consistent with the proposed FLU and conditional to its adoption.

CPP FLU 1.3.1 Future Land Use Categories.

The Mixed-Use Urban (MU-U) Future Land Use (FLU) category is intended for an intense mix of residential and nonresidential uses while promoting compatible infill development and the separation of urban and suburban land uses within the category as a whole. Range of allowable uses include: Residential, Retail and Services, Professional Office, Light Industrial, Recreational Facilities, Public and Civic. The maximum residential density is 25 dwelling units per acre.

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).

FINDINGS

The proposed amendment to HC-LI/NA **is consistent** with the intent and purpose of Future Land Use category MU-U, as stated in CPP FLU 1.3.1, because it allows a mix of residential and non-residential uses while promoting compataible infill development. .

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.

FINDINGS

The proposed amendment **is not** consistent with the intent and purpose of the Land Development Code. The parcel does not meet the Locational Criteria as stated in LDC 3-2.11(e). The applicant did not provide a compatibility analysis at the time of submittal. The parcel is located on a local road which is not suitable for delivery trucks and other bulk deliveries that are better served by accessing arterial roadways. The current roadway serves as access to existing residential land uses. The ingress/egress would be from the County maintained road of Briskey located at the southeast corner of the parcel.

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

Compatible with surrounding uses

All the permitted uses of the proposed zoning, not just those anticipated by the rezoning applicant, are compatible, as defined in Chapter 6, with the surrounding uses. The uses of any surrounding undeveloped land shall be considered the permitted uses of the applicable district. Compatibility is not considered with potential conditional uses or with any nonconforming or unapproved uses. Also, in establishing the compatibility of a residential use, there is no additional burden to demonstrate the compatibility of specific residents or activities protected by fair housing law.

FINDINGS

The proposed amendment is **not** compatible with surrounding existing uses in the area.

Within the 500 radius impact area, staff observed properties with zoning district of Commercial, however the majority of the properties are residential use with a large commercial use to the south. The subject parcel should utilize Duval Street which connects to Davis Hwy, an arterial roadway which is also an access for Home Depot.

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 proposed amendment **would** create spot zoning based on the definition in the LDC. If approved, the HC/LI-NA zoning will be isolated and would allow for higher density or intensity than the surrounding properties in the area.

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.

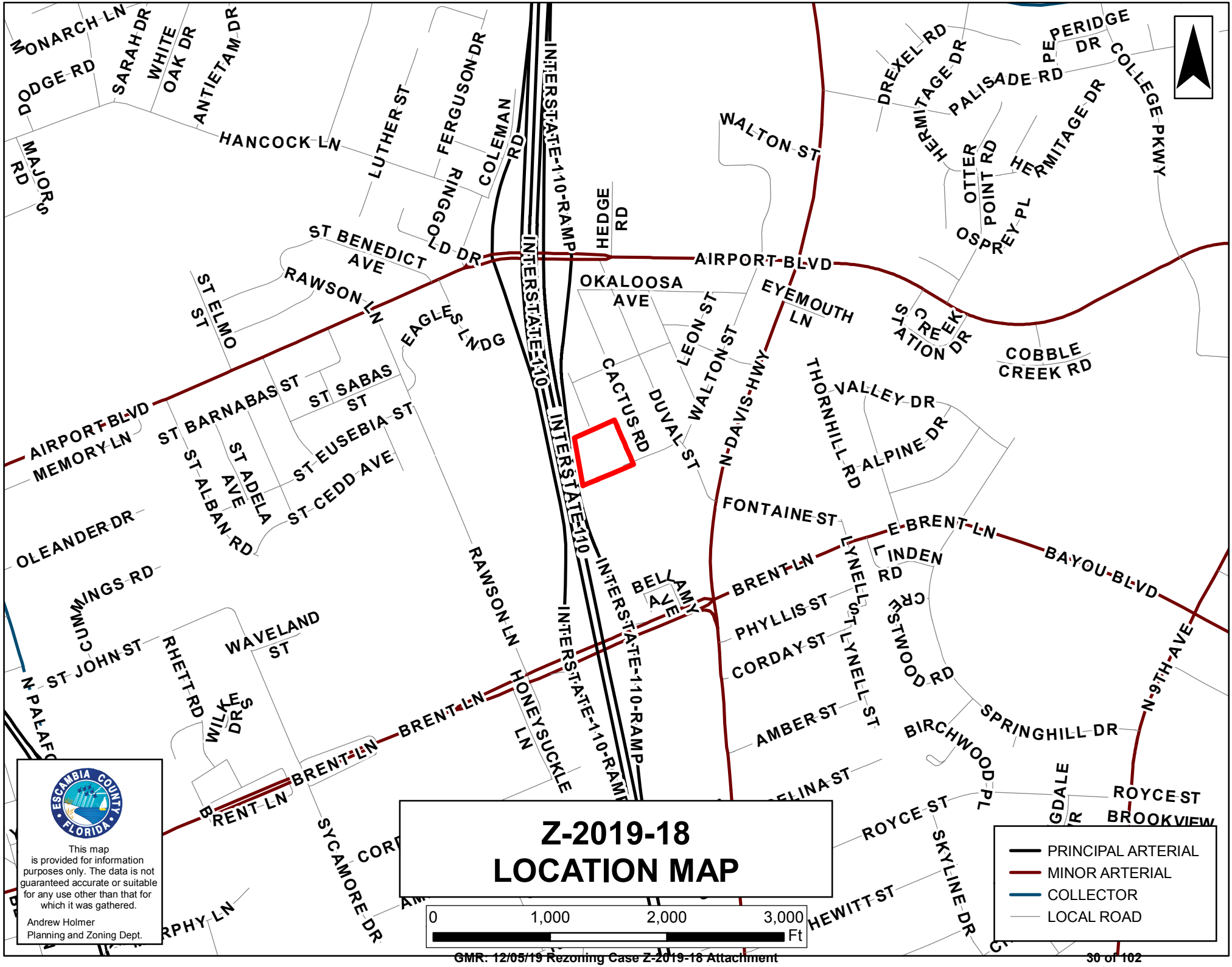
FINDINGS

There are no changed conditions in the area. The primary intent of the requested HC/LI-NA district is to allow light manufacturing, large-scale wholesale and retail uses, major services, and other more intense uses than those allowed under the existing Commercial district.

In order to access the nearest arterial roadway, Davis Highway, traffic must utilize Duval and Briskey(Bellamy), which are local streets leading into a neighborhood.

Attachments

Working case file18

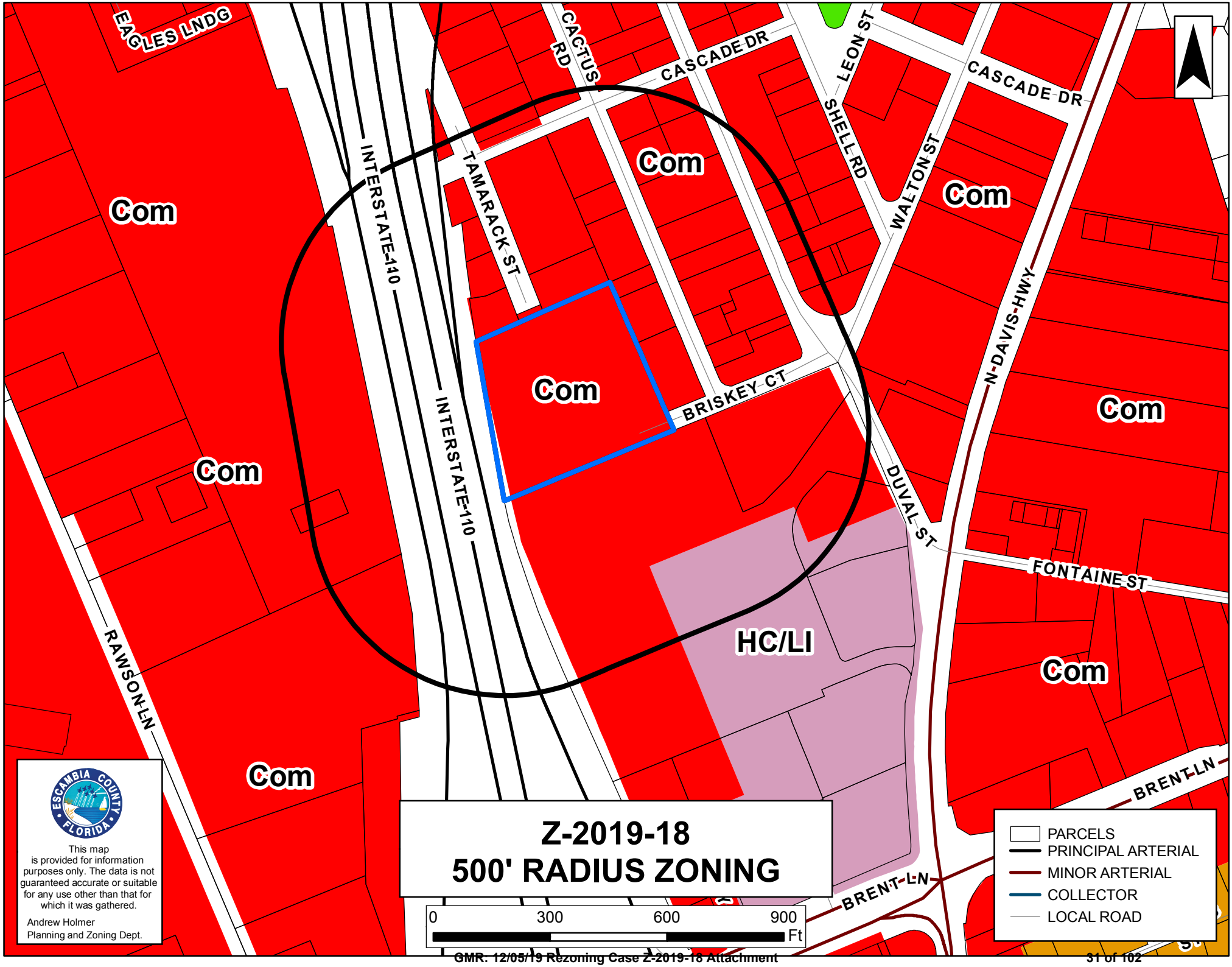


Z-2019-18
LOCATION MAP

ESCAMBIA COUNTY FLORIDA

This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.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CASCADE DR
LEON ST
CASCADE DR
SHELL RD
WALTON ST
INTERSTATE-110
TAMARACK ST
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BRISKEY CT
N-DAVIS-HWY
DUVAL ST
FONTAINE ST
HC/LI
RAWSON LN
BRENT LN
BRENT LN
Z-2019-18
500' RADIUS ZONING
0
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PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
ESCAMBIA COUNTY FLORIDA
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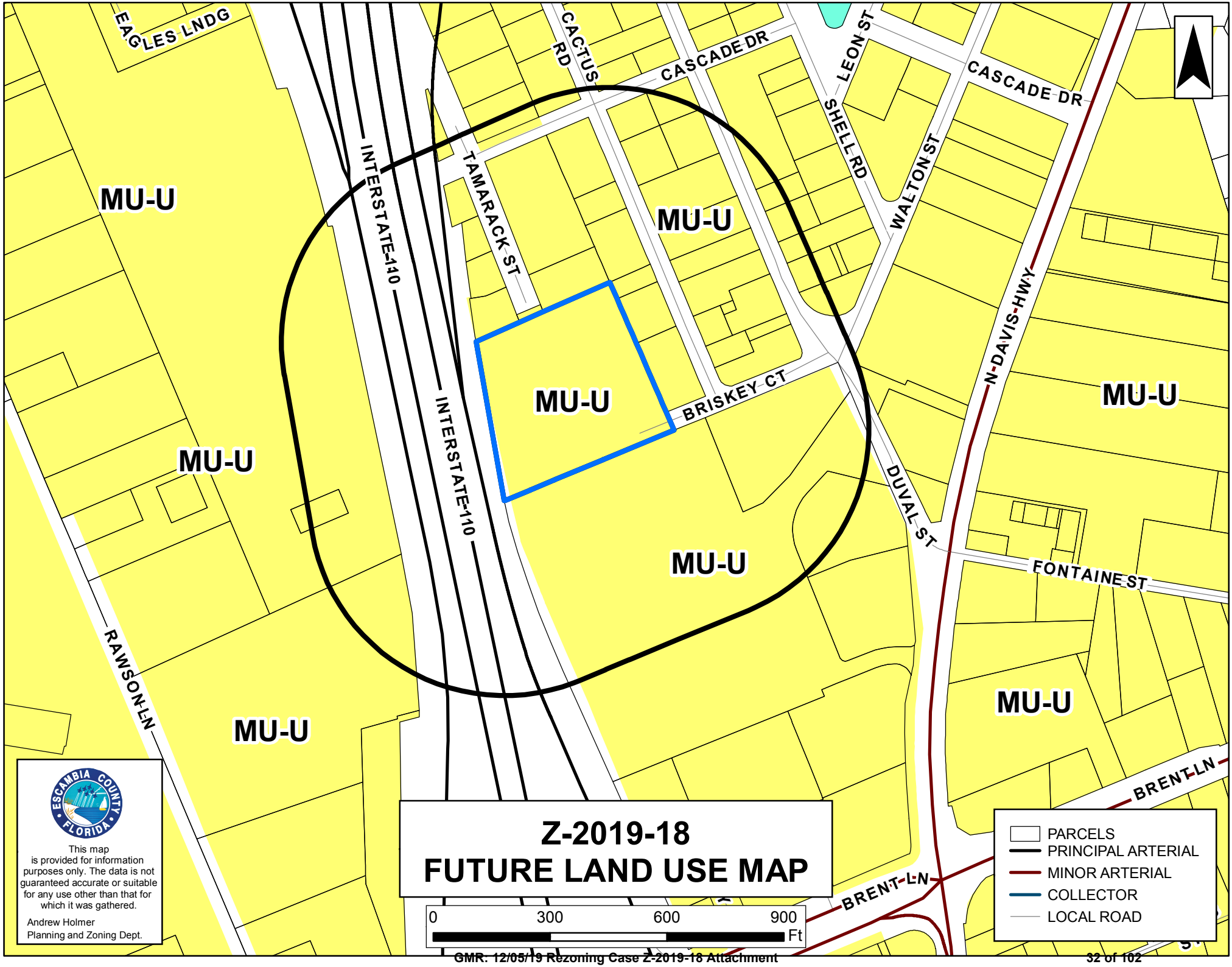
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BRISKEY CT
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MU-U
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DUVAL ST
FONTAINE ST
RAWSON LN
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BRENT LN
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ESCAMBIA COUNTY FLORIDA
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Andrew Holmer
Planning and Zoning Dept.
Z-2019-18
FUTURE LAND USE MAP
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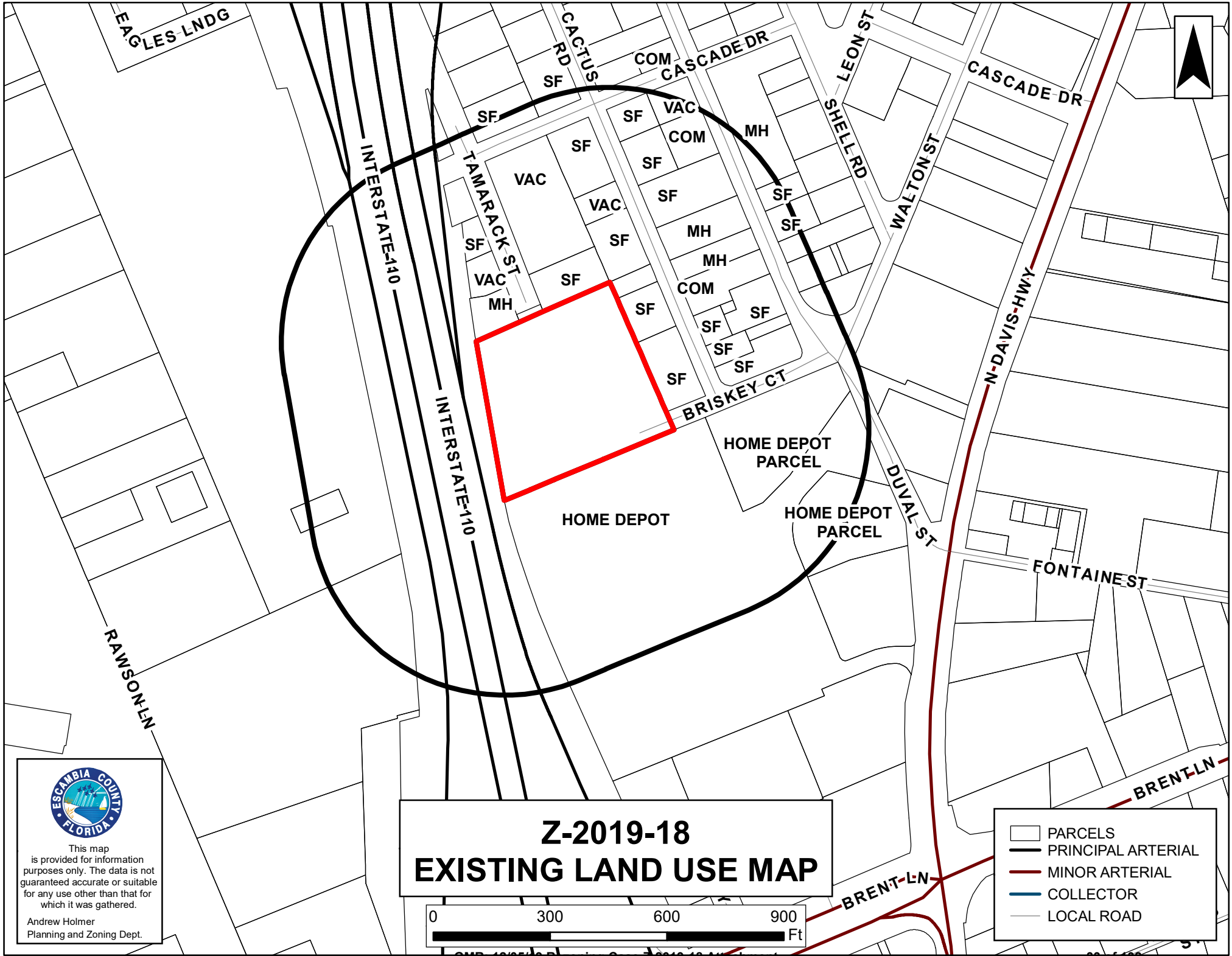
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD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BRISKEY CT
DUVAL ST
FONTAINE ST
RAWSON LN
BRENT LN
BRENT LN
HOME DEPOT
HOME DEPOT PARCEL
HOME DEPOT PARCEL
SF
VAC
COM
MH
Z-2019-18
EXISTING LAND USE MAP
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PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
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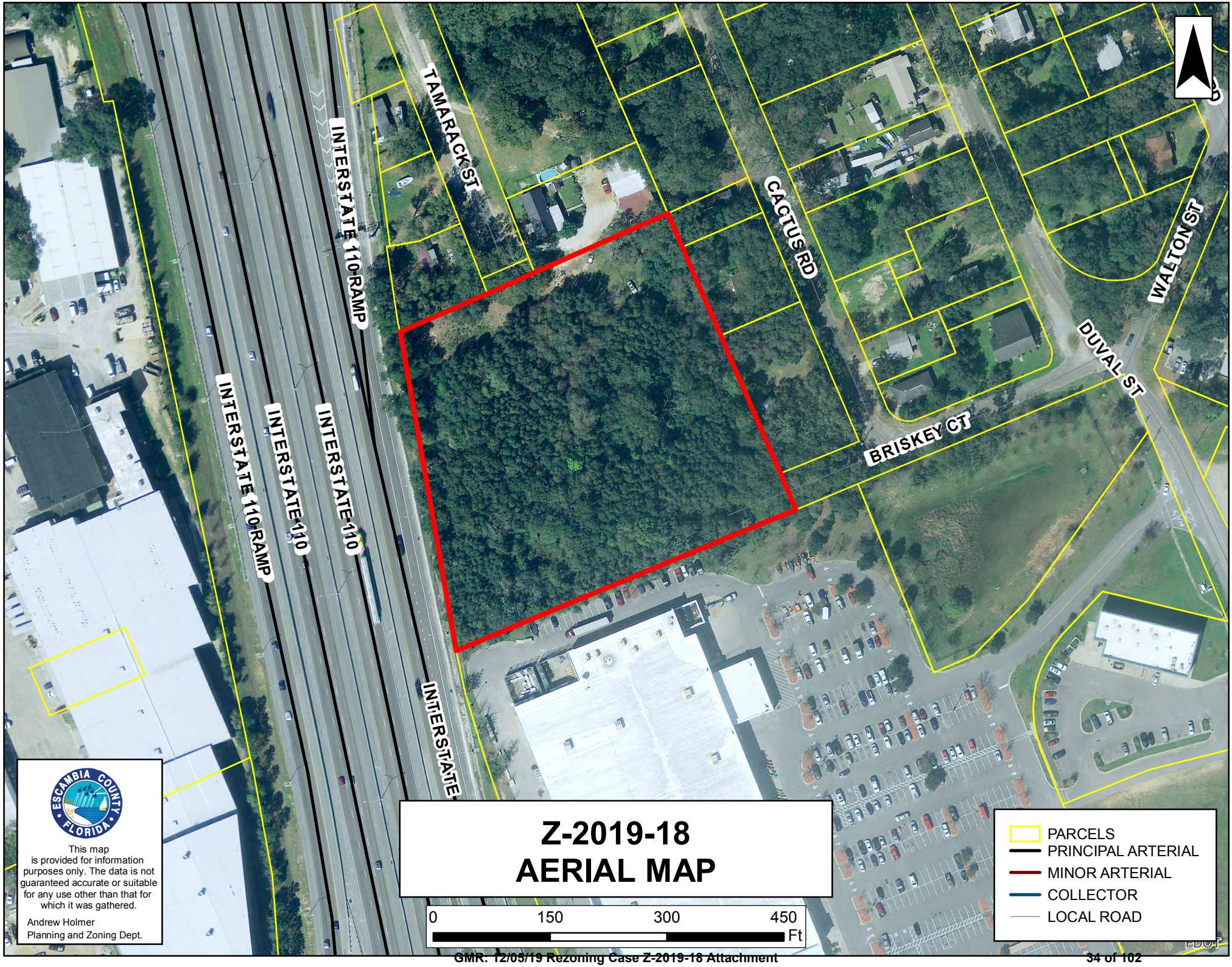
TAMARACK ST
INTERSTATE 110 RAMP
CACTUS RD
WALTON ST
DUVAL ST
BRISKEY CT
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ESCAMBIA COUNTY FLORIDA
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Andrew Holmer
Planning and Zoning Dept.
Z-2019-18
AERIAL MAP
0
150
300
450
Ft
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD

Public Hearing Sign
on Bellamy(Briske)

Looking into the southern portion of the south parcel; next to Home Depot

Looking north along Cactus

Looking west along Bellamy (Briske) toward Duval St.

Corner of Duval
and Bellamy(Briske)

Looking southwest toward one parcel; Intersection of Bellamy (Briske), Duval & Walton St;
Home Depot on left

From: Buddy Page
To: Allyson Lindsay; Andrew D. Holmer
Cc: Horace L Jones; rfaggioni@realtor.com
Subject: Application modification to delete parcel 35-1S-30-3101-000-001
Date: Friday, October 25, 2019 11:30:11 AM

Please allow this email to serve as actual notice to you requesting modification to our application designated as Z-2019-018. While the application originally submitted contained two separate parcels of property, this request is to separate out and delete parcel number **35-1S-30-3101-000-001**. Please contact me if you have any questions or need anything further.

Wiley C."Buddy" Page, MPA, APA
Professional Growth Management Services, LLC
Land Use Zoning Litigation Support Due Diligence
5337 Hamilton Lane - Pace, Florida 32571
Cell 850.232.9853 - budpage1@att.net

Wiley C."Buddy" Page, MPA, APA
Professional Growth Management Services, LLC
5337 Hamilton Lane Pace, Florida 32571
Cell 850.232.9853
budpagel@att.net

Sept. 9, 2019
VIA HAND DELIVERY

Mr. Horace Jones, Director
Department of Growth Management
3363 West Park Avenue
Pensacola, Florida 32505

RE: **Rezoning request: Com. to HC/LI-NA**
Parcels: **35-1S-30-3101-000-001 (Parcel "A") &**
35-1S-30-3101-000-000 (Parcel "B")
Owner: **Knop Family Trust, Billings, Montana**
Address: **5404 Bellamy Ave Pensacola, 32514**
5524 Tamarack St. Pensacola, 32514

Dear Mr. Jones:

The attached application requests Planning Board consideration to change the existing **Commercial** parcels to **HC/LI-NA** zoning. Both parcels are adjacent to existing commercially zoned parcels which includes Home Depot to the south.

The application contains the required filing fee together with additional information regarding location, proof of ownership and referenced materials. Please contact me if you have any questions or require anything further. Thank you.

Very truly yours,
Buddy Page
Wiley C."Buddy" Page

copy: Knop Trust

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-2019-18 Accepted by: A Lindsay PB Meeting: 11/5/19

1. **Contact Information:**

   A. **Property Owner/Applicant:** Knop Family Trust

   Mailing Address: 8365 Loftin Drive Pensacola, Florida 32514

   Business Phone: _____ Cell: _____

   Email: _____

   B. **Authorized Agent (if applicable):** Wiley C."Buddy" Page

   Mailing Address: 5337 Hamilton Lane Pace, Florida 32571

   Business Phone: _____ Cell: 850 232-9853

   Email: budpage1@att.net

   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: 5524 TAMARACK ST + 5404 Bellamy Avenue Pensacola, FL 32503

   Parcel ID (s): 35-1S-30-3101-000-000 + 35-1S-30-3101-000-000

   B. Total acreage of the subject property: ~~3.30~~ 3.96ac + 1.23ac = 5.19 ac

   C. Existing Zoning: Com

   Proposed Zoning: HC/LI-NA; explain why necessary and/or appropriate

   Proposed use not listed as allowed use under existing Commercial zoning category.

   FLU Category: MU-U

D. Is the subject property developed (if yes, explain): _____
Property is vacant.

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.

As shown at LDC Sec. 3-1.3(h) the requested HC/LI zoning category is consistent with the Mixed Use-Urban Future Land Use category.

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

LDC Sec. 3-2.11(f)(1) states "The district is apppriate to provide transistions between areas zoned or used for commercial and areas zoned or used for industrial." The site is surrounded by Commercially zoned parcels including Home Depot located south and adjacent to the subject site. Much of the Home Depot site is zoned HC/LI and Commercially zoned portions adjacent to the subject are being utilized for outside rentals, outside storage and deliveries which are allowed only under the HC/LI classification(see photos attached)

c. **Compatible with surroundings.** All of the permitted uses of the proposed zoning, not just those anticipated by the rezoning applicant, are compatible, as defined in Chapter 6, with the surrounding uses. The uses of any surrounding undeveloped land shall be considered the permitted uses of the applicable district. Compatibility is not considered with potential conditional uses or with any nonconforming or unapproved uses. Also, in establishing the compatibility of a residential use, there is no additional burden to demonstrate the compatibility of specific residents or activities protected by fair housing law.

LDC Ch.6 defines compatibility as " A condition in which land uses, activities or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use, activity, or condition is unduly negatively impacted directly or indirectly by another use, activity, or condition." This immediate area has several examples where existing Commercial and HC/LI zoned properties are adjacent to one another even though many of the sites have owner and absentee owner residential uses.

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*

The requested HC/LI zoning uses are not unlike those uses allowed under the adjacent Commercially zoned properties. The adjacent Home Depot site has split zoning including HC/LI and Commercial. While adjacent Home Depot is zoned Commercial in the vacinity of the subject site, its actual uses are only permitted under the HC/LI category. The requested zoning will be compatible with surrounding uses.

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.

This area continues to experience development interests. The southeast corner of the Home Depot retail area has a major commercial retail project currently construction. Across Interstate 110 to the west, the Pensacola Christian College has recently completed a multistory student housing facility. North of the site a large retirement community complex was recently opened on Airport Boulevard. The preposed rezoning, then, is appropriate and timely for the area.

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): 35-1S-30-3101-000-001 & 35-1S-30-3101-000-000

Property Address: 5524 TAMARACK ST, PENSACOLA, FL 32503 & 5504 BELLAMY AVE, PENSACOLA, FL 32503

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 14th DAY OF AUGUST, YEAR OF 2019.

Signature of Property Owner	Printed Name of Property Owner	Date
Mark W. Chapman	MARK CHAPMAN	9/4/19
Signature of Property Owner	Printed Name of Property Owner	Date

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Signature of Property Owner	Printed Name of Property Owner	Date
Mark W. Chapman	MARK CHAPMAN, AS POA FOR DAVID CHAPMAN	8/14/19

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Signature of Property Owner	Printed Name of Property Owner	Date
Mark W. Chapman	MARK CHAPMAN, AS POA FOR JEFFREY CHAPMAN	9/14/19

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Signature of Property Owner	Printed Name of Property Owner	Date
Mark W. Chapman	MARK CHAPMAN, AS POA FOR ELIZABETH CHAPMAN	8/14/19

4. Please complete the following Forms: Concurrency Determination Acknowledgement and Affidavit of Owner/Limited Power of Attorney (if applicable).

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Signature of Property Owner	Printed Name of Property Owner	Date
Mark W. Chapman	MARK CHAPMAN, AS POA FOR DEBORAH + KENNETH KNOP	8/14/19

AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

(if applicable)

As owner of the property located at 5504 BELLAMY AVE, PENSACOLA, FL 32503, & 5524 Tamarack Street Pensacola, FL 32503, Florida, property reference number(s) 35-1s-30-3101-000-001 & 35-1S-30-3101-000-000 I hereby designate Wiley C."Buddy" Page for the sole purpose of completing this application and making a presentation to the Planning Board and the Board of County Commissioners to request a rezoning on the above referenced property. This Limited Power of Attorney is granted on this 14th day of AUGUST the year of, 2019, and is effective until the Board of County Commissioners or the Board of Adjustment has rendered a decision on this request and any appeal period has expired. The owner reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice to the Development Services Bureau.

Agent Name: Wiley C."Buddy" Page Email: budpage1@att.net

Address: 5337 Hamilton Lane Pace, Florida 32571 Phone: 850 232-9853

Signature of Property Owner	Printed Name of Property Owner	Date
Mark W. Chapman	MARK CHAPMAN	8/14/19

Signature of Property Owner	Printed Name of Property Owner	Date

STATE OF Florida COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 14th day of August 20 19, by Mark W. Chapman.

Personally Known ☐ OR Produced Identification ☑. Type of Identification Produced: Florida Drivers License

Signature of Notary	Printed Name of Notary
Kimberly D. Attaway	Kimberly D. Attaway

KIMBERLY D. ATTAWAY
MY COMMISSION # GG 180858
EXPIRES: April 27, 2022
Bonded Thru Notary Public Underwriters

(Notary Seal)

AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

(if applicable)

As owner of the property located at 5524 Tamarack Street Pensacola, FL 32503 (5504 BELLAMY AVE, PENSACOLA, FL 32503, ¢)
, Florida, property reference number(s) 35-1s-30-3101-000-001
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Kimberly D. Attaway
Signature of Notary

Kimberly D. Attaway
Printed Name of Notary

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Address: 5337 Hamilton Lane Pace, Florida 32571 Phone: 850 232-9853

Signature of Property Owner	Printed Name of Property Owner	Date
Mark W. Chapman	MARK CHAPMAN, ASPOA FOR JEFFREY CHAPMAN	
Signature of Property Owner	Printed Name of Property Owner	Date

STATE OF Florida COUNTY OF Escambia

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Personally Known ☐ OR Produced Identification ☑. Type of Identification Produced: Florida Drivers License

Signature of Notary	Printed Name of Notary
Kimberly D. Attaway	Kimberly D. Attaway

(Notary Seal)

KIMBERLY D. ATTAWAY
MY COMMISSION # GG 180858
EXPIRES: April 27, 2022
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AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

(if applicable)

As owner of the property located at 5504 BELLAMY AVE, PENSACOLA, FL 32503, & 5524 Tamarack Street Pensacola, FL 32503, Florida, property reference number(s) 35-1s-30-3101-000-001 & 35-1S-30-3101-000-000 I hereby designate Wiley C."Buddy" Page for the sole purpose of completing this application and making a presentation to the Planning Board and the Board of County Commissioners to request a rezoning on the above referenced property. This Limited Power of Attorney is granted on this 14th day of August the year of, 2019, 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.

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Signature of Property Owner	Printed Name of Property Owner	Date
Mark W Chapman	MARK CHAPMAN, AS POA FOR ELIZABETH CHAPMAN	8/14/19

STATE OF Florida COUNTY OF Escambia

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Signature of Notary

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Signature of Property Owner	Printed Name of Property Owner	Date
Mark W. Chapman	MARK CHAPMAN, AS POA FOR DEBORAH KENNETH KNOP	8/14/19

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Kimberly D. Attaway — Signature of Notary

Kimberly D. Attaway — Printed Name of Notary

KIMBERLY D. ATTAWAY
MY COMMISSION # GG 180858
EXPIRES: April 27, 2022
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(Notary Seal)

5. Submittal Requirements

A. _____ Completed application: All applicable areas of the application shall be filled in and submitted to the Planning and Zoning Department, 3363 West Park Place, Pensacola, FL 32505.

B. _____ Application Fees: To view fees visit the website: http://myescambia.com/business/ds/planning-board or contact us at 595-3547

Note: 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.

Mark W. Chapman — Signature of Owner/Agent
MARK CHAPMAN — Printed Name Owner/Agent
8/14/19 — Date

⇨ _____ — Signature of Owner
_____ — Printed Name of Owner
_____ — Date

STATE OF Florida COUNTY OF Escambia The foregoing instrument was acknowledged before me this 14th day of August 2019, by Mark W. Chapman.

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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
Mark W. Chapman	MARK CHAPMAN, AS POA FOR DAVID CHAPMAN	8/14/19
Signature of Owner	Printed Name of Owner	Date

STATE OF Florida COUNTY OF Escambia The foregoing instrument was acknowledged before me this 14th day of August 2019, by Mark W. Chapman.

Personally Known ☐ OR Produced Identification ☑. Type of Identification Produced: Florida Drivers License

Signature of Notary	Printed Name of Notary
Kimberly D. Attaway	Kimberly D. Attaway

(notary seal)

KIMBERLY D. ATTAWAY
MY COMMISSION # GG 180858
EXPIRES: April 27, 2022
Bonded Thru Notary Public Underwriters

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.

Mark W. Chapman — MARK CHAPMAN, AS POA FOR JEFFREY CHAPMAN — _____
Signature of Owner/Agent | Printed Name Owner/Agent | Date

⇨ _____ — _____ — _____
Signature of Owner | Printed Name of Owner | Date

STATE OF Florida COUNTY OF Escambia The foregoing instrument was acknowledged before me this 14th day of August 20 19, by Mark W. Chapman.

Personally Known ı ı OR Produced Identification . Type of Identification Produced: Florida Drivers License

Kimberly D. Attaway — Kimberly D. Attaway
Signature of Notary | Printed Name of Notary

KIMBERLY D. ATTAWAY
MY COMMISSION# GG 180858
EXPIRES: April 27, 2022
Bonded Thru Notary Public Underwriters

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.

Mark W. Chapman — Signature of Owner/Agent

MARK CHAPMAN, AS POA FOR ELIZABETH CHAPMAN — Printed Name Owner/Agent

8/14/19 — Date

_____ Signature of Owner

_____ Printed Name of Owner

_____ Date

STATE OF Florida COUNTY OF Escambia The foregoing instrument was acknowledged before me this 14th day of August 2019, by Mark W. Chapman

Personally Known ☐ OR Produced Identification ☑. Type of Identification Produced: Florida Drivers License

Kimberly D. Attaway — Signature of Notary

Kimberly D. Attaway — Printed Name of Notary

KIMBERLY D. ATTAWAY
MY COMMISSION # GG 180868
EXPIRES: April 27, 2022
Bonded Thru Notary Public Underwriters

(Notary Seal)

5. Submittal Requirements

A. _____ Completed application: All applicable areas of the application shall be filled in and submitted to the Planning and Zoning Department, 3363 West Park Place, Pensacola, FL 32505.

B. _____ Application Fees: To view fees visit the website: http://myescambia.com/business/ds/planning-board or contact us at 595-3547

Note: 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.

_____	MARK CHAPMAN, AS POA FOR DEBORAH + KENNETH KNOP	8/14/19
Signature of Owner/Agent	Printed Name Owner/Agent	Date
Mark W. Chapman		
Signature of Owner	Printed Name of Owner	Date

STATE OF Florida COUNTY OF Escambia The foregoing instrument was acknowledged before me this 14th day of August 20 19, by Mark W. Chapman

Personally Known | | OR Produced Identification ✓. Type of Identification Produced: Florida Drivers License

Kimberly D. Attaway	Kimberly D. Attaway
Signature of Notary	Printed Name of Notary

KIMBERLY D. ATTAWAY seal)
MY COMMISSION # GG 180858
EXPIRES: April 27, 2022
Bonded Thru Notary Public Underwriters

A

Recorded in Public Records 07/30/2012 at 02:24 PM OR Book 6888 Page 1473, Instrument #2012058602, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $10.00 Deed Stamps $0.70

After recording please return to:
CALTON HAMMAN & WOLFF, P.C.
2075 Central Avenue
Billings, MT 59102-4956

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is acknowledged, the undersigned, **DEBORAH KNOP**, of 2030 Avenue B, Billings, MT 59102 hereby quitclaims unto **KENNETH R. KNOP and DEBORAH A. KNOP**, Trustees of THE KNOP FAMILY REVOCABLE TRUST, of 2030 Avenue B, Billings, Montana 59102, any and all interest she may have in and to that certain real property in Escambia County, Florida described as follows:

Beginning 1986 feet West and 1345 feet North of Southeast corner of Cloptons 60 Acre Tract North 61 degrees East 5 92/100 chains North 29 degrees West 25 5/10 chains North 61 degrees East 17 06/100 chains South 29 degrees East 210 feet for point of beginning continue same course 1050 feet South 61 degrees West 420 feet North 29 degrees West 1050 feet North 61 degrees East 420 feet to point of beginning Deed Book 402 Page 105 less Deed Book 782 Page 764-Salter less Deed Book 446 P 684 Road right-of-way less Official Record 2 Pag 376 State of Florida less Official Record 25 Page 690-Cox less Official Record 2021 Page 644-Chavis less Deed Book 520 Page 493-MacVaughn less Deed Book 562 Page 420 State of Florida less Deed Book 559 Page 700 State of Florida less Official Record 1578 Page 726 McVaughan less Official Record 1921 Page 338 Floyd less Official Record 31 Page 296-Brown less right-of-way for State Road No. 8A less Official Record 2196 Page 139-Griffin less Official Record 1952 Page 589-Mitchell less Official Record 1929 Page 141-Bailey less Official Record 346 Page 449-Bullard less Official Record 352 Page 416-Bullard less right-of-way for State Rd. 8-A Section 35/48 Township 1 South Range 30 West.

DATED this 9th day of July, 2012.

WITNESSES:

Kay Beecher KAY BEECHER

Rodd A. Hamman Rodd A. Hamman

Deborah Knop
DEBORAH KNOP
GRANTEE

STATE OF MONTANA)
: ss.
County of Yellowstone)

On this 9th day of July, 2012, before me, the undersigned Notary Public for the State of Montana, personally appeared **DEBORAH KNOP**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

KAY BEECHER NOTARIAL SEAL STATE OF MONTANA

KAY BEECHER
NOTARY PUBLIC for the
State of Montana
Residing at Billings, Montana
My Commission Expires
March 25, 2015

Kay Beecher
Notary Public for the State of Montana

Recorded in Public Records 07/30/2012 at 02:24 PM OR Book 6888 Page 1474, Instrument #2012058603, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $10.00 Deed Stamps $0.70

B

After recording please return to:
CALTON HAMMAN & WOLFF, P.C.
2075 Central Avenue
Billings, MT 59102-4956

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is acknowledged, the undersigned, **DEBORAH KNOP**, of 2030 Avenue B, Billings, MT 59102 hereby quitclaims unto **KENNETH R. KNOP and DEBORAH A. KNOP**, Trustees of THE KNOP FAMILY REVOCABLE TRUST, of 2030 Avenue B, Billings, Montana 59102, any and all interest she may have in and to that certain real property in Escambia County, Florida described as follows:

> Begin at an existing iron pipe marking the intersection of the North line of Clopton's 60 acres with the East right of way line of State Road No. 8-A (Interstate No. 110, 300' R/W); thence North 61 degrees 00 minutes 00 seconds East along said North Line for a distance of 449.91 feet to the West line of Crestview, a subdivision as recorded in Plat Book 1, at page 13 of the public records of Escambia County, Florida; thence North 29 degrees 02 minutes 32 seconds West along said West line for a distance of 421.04 feet; thence South 61 degrees 00 minutes 00 seconds West for a distance of 369.36 feet to aforesaid East right of way line of State Road No. 8-A; thence South 18 degrees 12 minutes 31 seconds East along said right of way line for a distance of 428.61 feet to the Point of Beginning. Containing 3.96 acres, more or less, and all lying and being in Section 35, Township 1 South, Range 30 West, Escambia County, Florida

DATED this 9th day of July, 2012.

WITNESSES:

Kay Beecher KAY BEECHER

Rodd A. Hamman Rodd A. Hamman

Deborah Knop
DEBORAH KNOP
GRANTEE

STATE OF MONTANA)
: ss.
County of Yellowstone)

On this 9th day of July, 2012, before me, the undersigned Notary Public for the State of Montana, personally appeared **DEBORAH KNOP**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

(SEAL)

KAY BEECHER NOTARIAL SEAL STATE OF MONTANA

KAY BEECHER
NOTARY PUBLIC for the
State of Montana
Residing at Billings, Montana
My Commission Expires
March 25, 2015

Kay Beecher
Notary Public for the State of Montana

Chris Jones
Escambia County Property Appraiser

Real Estate Search | Tangible Property Search | Sale List

Navigate Mode ◉ Account ○ Reference

Printer Friendly Version

General Information

Reference: 351S303101000001
Account: 040130000
Owners: CHAPMAN MARK 1/5 INT & KNOP KENNETH R & KNOP DEBORAH A TRUSTEES FOR KNOP FAMILY TRUST 1/5 INT &...
Mail: 8365 LOFTON DR PENSACOLA, FL 32514
Situs: 5524 TAMARACK ST 32503
Use Code: VACANT RESIDENTIAL
Taxing Authority: COUNTY MSTU
Tax Inquiry: Open Tax Inquiry Window
Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2019	$30,164	$0	$30,164	$28,767
2018	$30,164	$0	$30,164	$26,152
2017	$30,164	$0	$30,164	$23,775

Disclaimer

Tax Estimator

File for New Homestead Exemption Online

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
07/09/2012	6888	1473	$100	QC	View Instr
12/1998	4344	2005	$100	OT	View Instr

Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller

2019 Certified Roll Exemptions

None

Legal Description

BEG 1986 FT W AND 1345 FT N OF SE COR OF CLOPTONS 60A TRACT N 61 DEG E 5 92/100 CHNS N 29 DEG W 25 5/10 CHNS...

Extra Features

None

Parcel Information

Launch Interactive Map

Section Map Id: 35-1S-30-4

Approx. Acreage: 1.3000

Zoned: Com

Evacuation & Flood Information Open Report

View Florida Department of Environmental Protection(DEP) Data

Buildings

Images

None

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Chris Jones
Escambia County Property Appraiser

Real Estate Search | Tangible Property Search | Sale List

Navigate Mode ◉ Account ○ Reference

Printer Friendly Version

General Information

Reference: 351S303101000000
Account: 040129000
Owners: CHAPMAN MARK 1/5 INT &
KNOP KENNETH R &
KNOP DEBORAH A TRUSTEES FOR
KNOP FAMILY TRUST 1/5 INT &...
Mail: 8365 LOFTON DR
PENSACOLA, FL 32514
Situs: 5404 BELLAMY AVE 32503
Use Code: VACANT COMMERCIAL
Taxing Authority: COUNTY MSTU
Tax Inquiry: Open Tax Inquiry Window
Tax Inquiry link courtesy of Scott Lunsford
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2019	$31,350	$0	$31,350	$31,350
2018	$31,350	$0	$31,350	$31,350
2017	$31,350	$0	$31,350	$31,350

Disclaimer

Tax Estimator

File for New Homestead Exemption Online

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
07/09/2012	6888	1474	$100	QC	View Instr
12/1998	4344	2007	$100	OT	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2019 Certified Roll Exemptions

None

Legal Description

BEG AT INTER OF CLOPTONS 60A TRACT & E R/W LI OF I-110 N 61 DEG E ALG N LI 449 91/100 FT TO W LI OF CRESTVIEW S/D N...

Extra Features

None

Parcel Information

Launch Interactive Map

Section Map Id:
35-1S-30-4

Approx. Acreage:
3.3000

Zoned:
Com

Evacuation & Flood Information
Open Report

View Florida Department of Environmental Protection(DEP) Data

Buildings

Images

LIMITED POWER OF ATTORNEY

I, Jeffrey M. Chapman residing at 603 Panama Drive, Crestview, Florida 32536, hereby appoint Mark W. Chapman of 8365 Lofton Drive, Pensacola, Florida 32514, as my attorney-infact ("Agent") to exercise the powers and discretions described below. This Power of Attorney is revoked and shall not be effective if I am incapacitated. My Agent shall have full power and authority to act on my behalf but only to the extent permitted by this Special Power of Attorney. My Agent's powers shall include the power to:

1. Sell or convey any interest of mine in real estate located at 5404 Bellamy Avenue, Pensacola, Florida 32503 and legally described on the attached Exhibit A.

   Sell or convey any interest of mine in real estate located at 5524 Tamarack Street, Pensacola, Florida 32503 and legally described on the attached Exhibit B.

This power shall include the power to:

(i) sell upon such terms as my Agent shall deem appropriate, subject to the limitations (if any) stated above,

(ii) sign any documents (including deeds) that may be required to convey title to such property (including changing tenancy regarding right of survivorship), and

(iii) collect and receive the proceeds from any such sale.

I hereby grant to my Agent, Mark W. Chapman, the full right, power, and authority to do every act, deed, and thing necessary or advisable to be done regarding the above powers, as fully as I could do if personally present and acting.

The foregoing power of attorney was, on the date written above, published and declared by Jeffrey M. Chapman in our presence to be his power of attorney. We, in his presence and at his request, and in the presence of each other, have attested to the same and have signed our names as attesting witnesses.

STATE OF FLORIDA,
COUNTY OF Okaloosa ss:
The foregoing instrument was acknowledged before me this 6th day of June, 2013 by Jeffrey M. Chapman, who is personally known to me or who has produced FL Drivers License as identification.

Kacee R. Pursley
Notary Public State of Florida

KACEE H. PURSLEY
Notary Public - State of Florida
My Commission Expires Jan. 27, 2014
Commission No. DD956244

Witness Signature: _____
Name: Ally Murrell
Address: 328 N. Ferdon Blvd
Crestview, FL 32536

Witness Signature: _____
Name:
Address: 1328 N Ferdon Blvd
Crestview, FL 32536

Any power or authority granted to my Agent under this document shall be limited, to the extent necessary, to prevent this Power of Attorney from causing,

(i) my income to be taxable to my Agent,

(ii) my assets to be subject to a general power of appointment by my Agent, or

(iii) my Agent to have any incidents of ownership with respect to any life insurance policies that I may own on the life of my Agent.

My Agent shall not be liable for any loss that results from a judgment error that was made in good faith. However, my Agent shall be liable for willful misconduct or the failure to act in good faith while acting under the authority of this Power of Attorney. A Successor Agent shall not be liable for acts of a prior Agent.

My Agent shall not be entitled to any compensation, during my lifetime or upon my death, for any services provided as my Agent.

My Agent shall be entitled to reimbursement of all reasonable expenses incurred as a result of carrying out any provision of this Power of Attorney.

My Agent shall provide an accounting for all funds handled and all acts performed as my Agent as required under state law or upon my request or the request of any authorized personal representative, fiduciary or court of record acting on my behalf.

This Power of Attorney shall become effective immediately. This Power of Attorney shall continue to be effective until my death or until sale of propertie(s) is/are finalized.

This Power of Attorney may be revoked by me at any time by providing written notice to my Agent.

Dated JUNE 6th, 2013, at CRESTVIEW, Florida.

Jeffrey M. Chapman

Jeffrey M. Chapman

Notice to Person Executing Power of Attorney:

A Power of Attorney is an important legal document. By signing the Power of Attorney, you are authorizing another person to act for you, the principal. Before you sign this Power of Attorney, you should know these important facts:

Your Agent (attorney-in-fact) has no duty to act unless you and your Agent agree otherwise in writing.

This document gives your Agent the powers to manage, dispose of, sell and convey your real property, and to use your property as security if your Agent borrows money on your behalf, unless you provide otherwise in this Power of Attorney.

Your Agent will have the right to receive reasonable payment for services provided under this Power of Attorney unless you provide otherwise in this Power of Attorney.

The powers you give your Agent will continue to exist for your entire lifetime, unless you state that the Power of Attorney will last for a shorter period of time or unless you otherwise terminate the Power of Attorney. The powers you give your Agent in this Power of Attorney will continue to exist even if you can no longer make your own decisions respecting the management of your property, unless you provide otherwise in this Power of Attorney.

You can change or correct the terms of this Power of Attorney only by executing a new Power of Attorney, or by executing an amendment through the same formalities as an original.

You have the right to revoke or terminate this Power of Attorney at any time, so long as you are competent.

This Power of Attorney must be dated and must be acknowledged before a notary public or signed by two witnesses. If the Power of Attorney is signed by two witnesses, the witnesses must be mentally competent and they must witness the principal's signing of the Power of Attorney or (2) the principal's signing or acknowledgment of his or her signature. A Power of Attorney that may affect real property should be acknowledged before a notary public so that it may easily be recorded.

You should read this Power of Attorney carefully. When effective, this Power of Attorney will give your Agent the right to deal with property that you now have or might acquire in the future. The Power of Attorney is important to you. If you do not understand the Power of Attorney, or any provision of it, then you should obtain the assistance of an attorney or other qualified person.

Notice to Person Accepting the Appointment as Attorney-in-Fact:
By acting or agreeing to act as the Agent (attorney-in-fact) under this Power of Attorney, you assume the fiduciary and other legal responsibilities of an Agent. These responsibilities include:
You may not transfer the principal's property to yourself without full and adequate consideration or accept a gift of the principal's property unless this Power of Attorney specifically authorizes you to transfer property to yourself or accept a gift of the principal's property. If you transfer the principal's property to yourself without specific authorization in the Power of Attorney, you may be
1. The legal duty to: act solely in the interest of the principal; act loyally, with care, competence, and diligence; and avoid conflicts of interest.

2. The legal duty to keep a record of all transactions made on behalf of the principal, including the responsibility to produce receipts, ledgers and other records of all deposits, disbursements or other transactions involving the principal's assets or indebtedness.

3. To cooperate with the principal's Agent for health care decisions, should the principal appoint such an Agent, in making decisions in accordance with the principal's desires or in the best interest of the principal if the principal's wishes are not known.

4. The legal duty to preserve the principal's estate plan, if one exists, and the principal's desires for such plan to be preserved.

5. The legal duty to keep the principal's property separate and distinct from any other property owned or controlled by you.

6. The legal duty to terminate actions as Agent (Attorney-in-Fact) under this Power of Attorney upon the occurrence of any of the following:
a. Principal's death;
b. Revocation of the Power of Attorney of principal;
c. The arrival of any date stated in the Power of Attorney, which states the termination of the Power of Attorney, if any; or
d. No additional action is required under the Power of Attorney.

7. If you are the spouse of the principal, the Power of Attorney terminates upon legal separation or dissolution of the marriage.

8. You may be held responsible and liable for any intentional actions which violate or abuse your authority under this Power of Attorney as provided by the state and federal laws governing this Power of Attorney. If the principal is 65 years of age or older at the time that the property is transferred to you without authority, you may also be prosecuted for elder abuse under Penal Code Section 368. In addition to criminal prosecution, you may be sued in civil court.

9. You have the right to seek legal advice if you do not understand your duties as Agent or any provisions in the Power of Attorney.

I have read the foregoing notice and I understand the legal and fiduciary duties that I assume by acting or agreeing to act as the Agent (attorney-in-fact) under the terms of this Power of Attorney.

Date: 4/4/2014

Mark W. Chapman

LIMITED POWER OF ATTORNEY

I, David L. Chapman residing at 1614 Overlake Avenue, Orlando, Florida 32806, hereby appoint Mark W. Chapman of 8365 Lofton Drive, Pensacola, Florida 32514, as my attorney-infact ("Agent") to exercise the powers and discretions described below. This Power of Attorney is revoked and shall not be effective if I am incapacitated. My Agent shall have full power and authority to act on my behalf but only to the extent permitted by this Special Power of Attorney. My Agent's powers shall include the power to:

1. Sell or convey any interest of mine in real estate located at 5404 Bellamy Avenue, Pensacola, Florida 32503 and legally described on the attached Exhibit A.

   Sell or convey any interest of mine in real estate located at 5524 Tamarack Street, Pensacola, Florida 32503 and legally described on the attached Exhibit B.

This power shall include the power to:

(i) sell upon such terms as my Agent shall deem appropriate, subject to the limitations (if any) stated above,

(ii) sign any documents (including deeds) that may be required to convey title to such property (including changing tenancy regarding right of survivorship), and

(iii) collect and receive the proceeds from any such sale.

I hereby grant to my Agent, Mark W. Chapman, the full right, power, and authority to do every act, deed, and thing necessary or advisable to be done regarding the above powers, as fully as I could do if personally present and acting.

Any power or authority granted to my Agent under this document shall be limited, to the extent necessary, to prevent this Power of Attorney from causing,

(i) my income to be taxable to my Agent,

(ii) my assets to be subject to a general power of appointment by my Agent, or

(iii) my Agent to have any incidents of ownership with respect to any life insurance policies that I may own on the life of my Agent.

My Agent shall not be liable for any loss that results from a judgment error that was made in good faith. However, my Agent shall be liable for willful misconduct or the failure to act in good faith while acting under the authority of this Power of Attorney. A Successor Agent shall not be liable for acts of a prior Agent.

My Agent shall not be entitled to any compensation, during my lifetime or upon my death, for any services provided as my Agent.

My Agent shall be entitled to reimbursement of all reasonable expenses incurred as a result of carrying out any provision of this Power of Attorney.

My Agent shall provide an accounting for all funds handled and all acts performed as my Agent as required under state law or upon my request or the request of any authorized personal representative, fiduciary or court of record acting on my behalf.

This Power of Attorney shall become effective immediately. This Power of Attorney shall continue to be effective until my death or until sale of propertie(s) is/are finalized.

This Power of Attorney may be revoked by me at any time by providing written notice to my Agent.

Dated 2/5/2013, _____, at Orlando, Florida.

David L. Chapman

David L. Chapman

The foregoing power of attorney was, on the date written above, published and declared by David L. Chapman in our presence to be his power of attorney. We, in his presence and at his request, and in the presence of each other, have attested to the same and have signed our names as attesting witnesses.

STATE OF FLORIDA,
COUNTY OF Orange ss:
The foregoing instrument was acknowledged before me this 5th day of Feb, 2013 by David L. Chapman, who is personally known to me or who has produced FL Driver License as identification.

Notary Public State of Florida

LAUREN WHITE
Notary Public, State of Florida
Commission# EE 83374
My comm. expires Apr. 12, 2015

Witness Signature: _____
Name: Jde i Diaz
Address: 800 N John Young Pkwy
Orlando FL 32804

Witness Signature: _____
Name: Brc smith
Address: 800 N John Young Pkwy
Orlando, FL 32804

Notice to Person Executing Power of Attorney:

A Power of Attorney is an important legal document. By signing the Power of Attorney, you are authorizing another person to act for you, the principal. Before you sign this Power of Attorney, you should know these important facts:

Your Agent (attorney-in-fact) has no duty to act unless you and your Agent agree otherwise in writing.

This document gives your Agent the powers to manage, dispose of, sell and convey your real property, and to use your property as security if your Agent borrows money on your behalf, unless you provide otherwise in this Power of Attorney.

Your Agent will have the right to receive reasonable payment for services provided under this Power of Attorney unless you provide otherwise in this Power of Attorney.

The powers you give your Agent will continue to exist for your entire lifetime, unless you state that the Power of Attorney will last for a shorter period of time or unless you otherwise terminate the Power of Attorney. The powers you give your Agent in this Power of Attorney will continue to exist even if you can no longer make your own decisions respecting the management of your property, unless you provide otherwise in this Power of Attorney.

You can change or correct the terms of this Power of Attorney only by executing a new Power of Attorney, or by executing an amendment through the same formalities as an original.

You have the right to revoke or terminate this Power of Attorney at any time, so long as you are competent.

This Power of Attorney must be dated and must be acknowledged before a notary public or signed by two witnesses. If the Power of Attorney is signed by two witnesses, the witnesses must be mentally competent and they must witness the principal's signing of the Power of Attorney or (2) the principal's signing or acknowledgment of his or her signature. A Power of Attorney that may affect real property should be acknowledged before a notary public so that it may easily be recorded.

You should read this Power of Attorney carefully. When effective, this Power of Attorney will give your Agent the right to deal with property that you now have or might acquire in the future. The Power of Attorney is important to you. If you do not understand the Power of Attorney, or any provision of it, then you should obtain the assistance of an attorney or other qualified person.

Notice to Person Accepting the Appointment as Attorney-in-Fact:
By acting or agreeing to act as the Agent (attorney-in-fact) under this Power of Attorney, you assume the fiduciary and other legal responsibilities of an Agent. These responsibilities include:
You may not transfer the principal's property to yourself without full and adequate consideration or accept a gift of the principal's property unless this Power of Attorney specifically authorizes you to transfer property to yourself or accept a gift of the principal's property. If you transfer the principal's property to yourself without specific authorization in the Power of Attorney, you may be
1. The legal duty to: act solely in the interest of the principal; act loyally, with care, competence, and diligence; and avoid conflicts of interest.

2. The legal duty to keep a record of all transactions made on behalf of the principal, including the responsibility to produce receipts, ledgers and other records of all deposits, disbursements or other transactions involving the principal's assets or indebtedness.

3. To cooperate with the principal's Agent for health care decisions, should the principal appoint such an Agent, in making decisions in accordance with the principal's desires or in the best interest of the principal if the principal's wishes are not known.

4. The legal duty to preserve the principal's estate plan, if one exists, and the principal's desires for such plan to be preserved.

5. The legal duty to keep the principal's property separate and distinct from any other property owned or controlled by you.

6. The legal duty to terminate actions as Agent (Attorney-in-Fact) under this Power of Attorney upon the occurrence of any of the following:
a. Principal's death;
b. Revocation of the Power of Attorney of principal;
c. The arrival of any date stated in the Power of Attorney, which states the termination of the Power of Attorney, if any; or
d. No additional action is required under the Power of Attorney.

7. If you are the spouse of the principal, the Power of Attorney terminates upon legal separation or dissolution of the marriage.

8. You may be held responsible and liable for any intentional actions which violate or abuse your authority under this Power of Attorney as provided by the state and federal laws governing this Power of Attorney. If the principal is 65 years of age or older at the time that the property is transferred to you without authority, you may also be prosecuted for elder abuse under Penal Code Section 368. In addition to criminal prosecution, you may be sued in civil court.

9. You have the right to seek legal advice if you do not understand your duties as Agent or any provisions in the Power of Attorney.

I have read the foregoing notice and I understand the legal and fiduciary duties that I assume by acting or agreeing to act as the Agent (attorney-in-fact) under the terms of this Power of Attorney.

Date: 4/4/2014

Mark W. Chapman

Mark W. Chapman

Any power or authority granted to my Agent under this document shall be limited, to the extent necessary, to prevent this Power of Attorney from causing,

- my income to be taxable to my Agent,
- my assets to be subject to a general power of appointment by my Agent, or
- my Agent to have any incidents of ownership with respect to any life insurance policies that I may own on the life of my Agent.

My Agent shall not be liable for any loss that results from a judgment error that was made in good faith. However, my Agent shall be liable for willful misconduct or the failure to act in good faith while acting under the authority of this Power of Attorney. A Successor Agent shall not be liable for acts of a prior Agent.

My Agent shall not be entitled to any compensation, during my lifetime or upon my death, for any services provided as my Agent.

My Agent shall be entitled to reimbursement of all reasonable expenses incurred as a result of carrying out any provision of this Power of Attorney.

My Agent shall provide an accounting for all funds handled and all acts performed as my Agent as required under state law or upon my request or the request of any authorized personal representative, fiduciary or court of record acting on my behalf.

This Power of Attorney shall become effective immediately. This Power of Attorney shall continue to be effective until my death or until sale of propertie(s) is/are finalized.

This Power of Attorney may be revoked by me at any time by providing written notice to my Agent.

Dated April 19th 2013, at Milton, Florida.

Elizabeth G. Shipley

Elizabeth G. Shipley

LIMITED POWER OF ATTORNEY

I, Deborah A. Knop residing at 2030 Avenue B, Billings, Montana 59102, hereby appoint Mark W. Chapman of 8365 Lofton Drive, Pensacola, Florida 32514, as my attorney-infact ("Agent") to exercise the powers and discretions described below.
This Power of Attorney is revoked and shall not be effective if I am incapacitated.
My Agent shall have full power and authority to act on my behalf but only to the extent permitted by this Special Power of Attorney. My Agent's powers shall include the power to:

- Sell or convey any interest of mine in real estate located at 5404 Bellamy Avenue, Pensacola, Florida 32503 and legally described on the attached Exhibit A.
  Sell or convey any interest of mine in real estate located at 5524 Tamarack Street, Pensacola, Florida 32503 and legally described on the attached Exhibit B.

This power shall include the power to:

- sell upon such terms as my Agent shall deem appropriate, subject to the limitations (if any) stated above,
- sign any documents (including deeds) that may be required to convey title to such property (including changing tenancy regarding right of survivorship), and
- collect and receive the proceeds from any such sale.

I hereby grant to my Agent, Mark W. Chapman, the full right, power, and authority to do every act, deed, and thing necessary or advisable to be done regarding the above powers, as fully as I could do if personally present and acting.

Any power or authority granted to my Agent under this document shall be limited, to the extent necessary, to prevent this Power of Attorney from causing,

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This Power of Attorney shall become effective immediately. This Power of Attorney shall continue to be effective until my death or until sale of propertie(s) is/are finalized.

This Power of Attorney may be revoked by me at any time by providing written notice to my Agent.

Dated February 8, 2013, at Billings, Montana.

Deborah A. Knop

Deborah A. Knop

The foregoing power of attorney was, on the date written above, published and declared by Deborah A. Knop in our presence to be her power of attorney. We, in her presence and at her request, and in the presence of each other, have attested to the same and have signed our names as attesting witnesses.

STATE OF MONTANA,

COUNTY OF YELLOWSTONE ss:

The foregoing instrument was acknowledged before me this 8th day of February, 2013 by Deborah A Knop, who is personally known to me or who has produced _____ as identification.

Lesley Kratochvil
Notary Public State of Montana

LESLEY KRATOCHVIL NOTARIAL SEAL STATE OF MONTANA
LESLEY KRATOCHVIL
NOTARY PUBLIC for the
State of Montana
Residing at Billings, Montana
My Commission Expires
July 08, 2014

Witness Signature: Teri Reitz
Name: Teri Reitz
Address: 3015 38th Street West
Billings, MT 59102

Witness Signature: Lois L. Lencir
Name: Lois L. Lencir
Address: 331 Phyllis Cir E
Billings MT 59102

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9. You have the right to seek legal advice if you do not understand your duties as Agent or any provisions in the Power of Attorney.

I have read the foregoing notice and I understand the legal and fiduciary duties that I assume by acting or agreeing to act as the Agent (attorney-in-fact) under the terms of this Power of Attorney.

Date: 4/4/2014

Mark W. Chapman

LIMITED POWER OF ATTORNEY

I, Elizabeth G. Shipley, residing at 5932 Stephanie Drive, Milton, Florida 32570, hereby appoint Mark W. Chapman of 8365 Lofton Drive, Pensacola, Florida 32514, as my attorney-infact ("Agent") to exercise the powers and discretions described below. This Power of Attorney is revoked and shall not be effective if I am incapacitated. My Agent shall have full power and authority to act on my behalf but only to the extent permitted by this Special Power of Attorney. My Agent's powers shall include the power to:

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This Power of Attorney may be revoked by me at any time by providing written notice to my Agent.

Dated April 19th 2013, at Milton, Florida.

Elizabeth G. Shipley

Elizabeth G. Shipley

The foregoing power of attorney was, on the date written above, published and declared by Elizabeth G. Shipley in our presence to be her power of attorney. We, in her presence and at her request, and in the presence of each other, have attested to the same and have signed our names as attesting witnesses.

STATE OF FLORIDA,

COUNTY OF SANTA ROSA COUNTY, ss:

The foregoing instrument was acknowledged before me this 19th day of April, 2013 by Elizabeth G. Shipley, who is personally known to me or who has produced Personally Known as identification.

Donna E Flournoy
Notary Public State of Florida

NOTARY PUBLIC-STATE OF FLORIDA
Donna E. Flournoy
Commission # EE010337
Expires: AUG. 16, 2014
BONDED THRU ATLANTIC BONDING CO., INC.

Witness Signature: Joseph S. Bastien
Name: Joseph S. Bastien
Milton, Florida 32570

Witness Signature: Lisa A Bastien
Lisa A. Bastien
Milton, Florida 32570

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Date: 4/4/2014

Mark W. Chapman

Mark W. Chapman

Development Services Department

FOR OFFICE USE:
CASE #: Z-2019-18

AFFIDAVIT OF ACKNOWLEDGEMENT

As applicant for rezoning of the property located at 5404 BELLAMY _____, Florida, property reference number(s) 35-1S-30-3101-000-000 I affirm this to be a voluntary request and hereby acknowledge if this parcel is designated HC/LI-NA, then notwithstanding any other provision of LDC Chapter 3 Sec. 3-2.11, bars, nightclubs, and adult entertainment uses shall be prohibited uses for this parcel.

Applicant Name: WILEY C. PAGE Email: budpage1@att.com
Address: 7337 HAMILTON LN - PACE Phone: 232-9853

Signature of Applicant	Printed Name of Applicant	Date
Wiley C Page	WILEY C. PAGE	10-30-19
Signature of Property Owner	Printed Name of Property Owner	Date

STATE OF Florida COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 30th day of Oct 20 19, by Janice M Costin.

Personally Known □ Or Produced Identification□. Type of Identification Produced: FL DL

Signature of Notary	Printed Name of Notary
Janice M Costin	Janice M Costin

(Notary Seal)

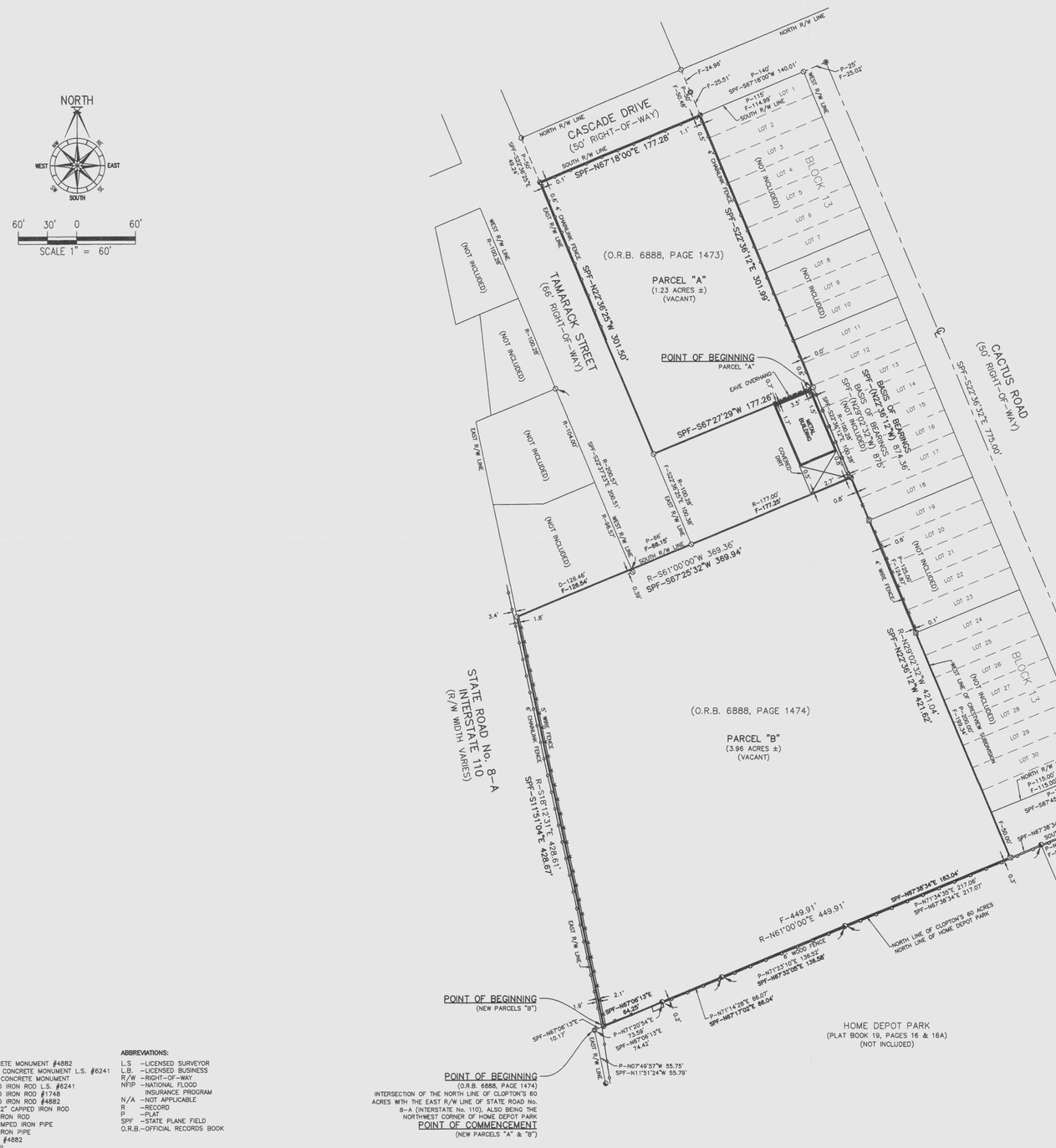
JANICE M. COSTIN
Commission # GG 142144
Expires September 12, 2021
Bonded Thru Budget Notary Services

COMPATIBILITY

This proposed 3.3 acre site is located north and adjacent to the existing Home Depot property near the corner or Davis Highway and Brent Lane. Ingress/egress to the site will principally be Briskey Court at the southeast corner of the property. A secondary access will be way of Cascade and Tamarack on the northerly side of the site. The Briskey Court ingress/egress roadway will allow traffic to travel south to Duvall Street then connecting to Davis Highway to Interstate 110. Duval Street is currently used by Home Depot traffic and provides existing north/south traffic connections to either Davis Highway or Airport Boulevard.

The site is currently Commercially zoned as is all neighboring properties with the exception of the adjacent Home Depot, which is zoned HC/LI, which is same zoning being requested for the subject site.

If approved, the proposed HC/LI zoning will be compatible with the area that continues to show new non-residential uses including a nearby and new Racetrack convenience store, Pensacola Christian College expansions and the new Baptist Hospital campus under construction at I-110 and Brent Lane.



LEGEND:

- ⊠ –FOUND 4"x4" CONCRETE MONUMENT #4882
- ⊕ –FOUND 4" DIAMETER CONCRETE MONUMENT L.S. #6241
- ⊠ –FOUND PLAIN 4"x4" CONCRETE MONUMENT
- ⊕ –FOUND 5/8" CAPPED IRON ROD L.S. #6241
- ⊕ –FOUND 5/8" CAPPED IRON ROD #1748
- ⊙ –FOUND 1/2" CAPPED IRON ROD #4882
- ⊗ –FOUND ILLEGIBLE 1/2" CAPPED IRON ROD
- ◑ –FOUND PLAIN 3/4" IRON ROD
- ○ –FOUND PLAIN 1" CRIMPED IRON PIPE
- ◑ –FOUND PLAIN 3/4" IRON PIPE
- ⊕ –FOUND NAIL & DISK #4882
- ⊕ –FOUND PLAIN PK NAIL
- ⊕ –SET 1/2" CAPPED IRON ROD L.B. #7919

ABBREVIATIONS:

L.S	–LICENSED SURVEYOR
L.B.	–LICENSED BUSINESS
R/W	–RIGHT-OF-WAY
NFIP	–NATIONAL FLOOD INSURANCE PROGRAM
N/A	–NOT APPLICABLE
R	–RECORD
P	–PLAT
SPF	–STATE PLANE FIELD
O.R.B.	–OFFICIAL RECORDS BOOK

PARENT TRACT DESCRIPTION: (OFFICIAL RECORDS BOOK 6888, PAGE 1474)

BEGIN AT AN EXISTING IRON PIPE MARKING THE INTERSECTION OF THE NORTH LINE OF CLOPTON'S 60 ACRES WITH THE EAST RIGHT OF WAY LINE OF STATE ROAD No. 8–A (INTERSTATE No. 110, 300' R/W);
THENCE NORTH 61 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID NORTH LINE FOR A DISTANCE OF 449.91 FEET TO THE WEST LINE OF CRESTVIEW, A SUBDIVISION AS RECORDED IN PLAT BOOK 1, AT PAGE 13 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA;
THENCE NORTH 29 DEGREES 02 MINUTES 32 SECONDS WEST ALONG SAID WEST LINE FOR A DISTANCE OF 421.04 FEET;
THENCE SOUTH 61 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 369.36 FEET TO AFORESAID EAST RIGHT OF WAY LINE OF STATE ROAD No. 8–A;
THENCE SOUTH 18 DEGREES 12 MINUTES 31 SECONDS EAST ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 428.61 FEET TO THE **POINT OF BEGINNING**.
CONTAINING 3.96 ACRES, MORE OR LESS, AND ALL LYING AND BEING IN SECTION 35, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.

ALONG AND TOGETHER WITH: (OFFICIAL RECORDS BOOK 6888, PAGE 1473)

BEGINNING 1986 FEET WEST AND 1345 FEET NORTH OF SOUTHEAST CORNER OF CLOPTONS 60 ACRE TRACT NORTH 61 DEGREES EAST 5 92/100 CHAINS NORTH 29 DEGREES WEST 25 5/10 CHAINS NORTH 61 DEGREES EAST 17 06/100 CHAINS SOUTH 29 DEGREES EAST 210 FEET FOR **POINT OF BEGINNING** CONTINUE SAME COURSE 1050 FEET SOUTH 61 DEGREES WEST 420 FEET NORTH 29 DEGREES WEST 1050 FEET NORTH 61 DEGREES EAST 420 FEET TO **POINT OF BEGINNING** DEED BOOK 402 PAGE 105 **LESS** DEED BOOK 782 PAGE 764–SALTER **LESS** DEED BOOK 446 P 684 ROAD RIGHT–OF–WAY **LESS** OFFICIAL RECORD 2 PAG 376 STATE OF FLORIDA **LESS** OFFICIAL RECORD 25 PAGE 690–COX **LESS** OFFICIAL RECORD 2021 PAGE 644–CHAVIS **LESS** DEED BOOK 520 PAGE 493–MACHAUGHN **LESS** DEED BOOK 562 PAGE 420 STATE OF FLORIDA **LESS** DEED BOOK 559 PAGE 700 STATE OF FLORIDA **LESS** OFFICIAL RECORDS 1578 PAGE 726 McVAUGHAN **LESS** OFFICIAL RECORDS 1921 PAGE 338 FLOYD **LESS** OFFICIAL RECORD 31 PAGE 296–BROWN **LESS** RIGHT–OF–WAY FOR STATE ROAD No. 8A **LESS** OFFICIAL RECORD 2196 PAGE 139–GRIFFIN **LESS** OFFICIAL RECORD 1952 PAGE 589–MITCHELL **LESS** OFFICIAL RECORD 1929 PAGE 141–BAILEY **LESS** OFFICIAL RECORD 348 PAGE 449–BULLARD **LESS** OFFICIAL RECORD 352 PAGE 416–BULLARD **LESS** RIGHT–OF–WAY FOR STATE RD. 8–A SECTION 35/48 TOWNSHIP 1 SOUTH RANGE 30 WEST.

NEW PARCEL "A" DESCRIPTION: (AS PREPARED BY UNDERSIGNED AT CLIENTS REQUEST)

A PARCEL OF LAND BEING A PORTION OF OFFICIAL RECORDS BOOK 6888, PAGE 1473 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA DESCRIBED AS FOLLOWS:
COMMENCE AT AN EXISTING 4" DIAMETER CONCRETE MONUMENT, L.S. #6241 MARKING THE INTERSECTION OF THE NORTH LINE OF CLOPTON'S 60 ACRES (HEREINAFTER TO BE KNOWN AS THE NORTH LINE OF HOME DEPOT PARK), WITH THE EAST RIGHT–OF–WAY LINE OF STATE ROAD No. 8–A (INTERSTATE No. 110, 300' R/W), SAID POINT ALSO BEING THE NORTHWEST CORNER OF HOME DEPOT PARK, BEING A COMMERCIAL SUBDIVISION, AS RECORDED IN PLAT BOOK 19, PAGES 16 & 16A OF THE PUBLIC RECORDS OF SAID COUNTY;
THENCE RUN NORTH 67 DEGREES 06 MINUTES 13 SECONDS EAST ALONG THE NORTH LINE OF SAID HOME DEPOT PARK A DISTANCE OF 74.42 FEET;
THENCE RUN NORTH 67 DEGREES 17 MINUTES 02 SECONDS EAST ALONG SAID NORTH LINE A DISTANCE OF 66.04 FEET;
THENCE RUN NORTH 67 DEGREES 32 MINUTES 05 SECONDS EAST ALONG SAID NORTH LINE A DISTANCE OF 136.58 FEET;
THENCE RUN NORTH 67 DEGREES 38 MINUTES 34 SECONDS EAST ALONG SAID NORTH LINE A DISTANCE OF 183.04 FEET TO THE INTERSECTION OF SAID NORTH LINE OF HOME DEPOT PARK, AND THE WEST LINE OF CRESTVIEW, BEING A SUBDIVISION AS RECORDED IN PLAT BOOK 1, PAGE 13 OF THE PUBLIC RECORDS OF SAID COUNTY;
THENCE DEPARTING SAID NORTH LINE RUN NORTH 22 DEGREES 36 MINUTES 12 SECONDS WEST ALONG THE WEST LINE OF SAID CRESTVIEW A DISTANCE OF 521.90 FEET TO THE **POINT OF BEGINNING**;
THENCE DEPARTING SAID WEST LINE RUN SOUTH 67 DEGREES 27 MINUTES 29 SECONDS WEST A DISTANCE OF 177.26 FEET TO A POINT ON THE EAST RIGHT–OF–WAY LINE OF TAMARACK STREET (66' R/W);
THENCE RUN NORTH 22 DEGREES 36 MINUTES 25 SECONDS WEST ALONG SAID EAST RIGHT–OF–WAY LINE A DISTANCE OF 301.50 FEET TO THE INTERSECTION OF SAID EAST RIGHT–OF–WAY LINE AND THE SOUTH RIGHT–OF–WAY LINE OF CASCADE DRIVE (50' R/W);
THENCE DEPARTING SAID EAST RIGHT–OF–WAY LINE RUN NORTH 67 DEGREES 18 MINUTES 00 SECONDS EAST ALONG SAID SOUTH RIGHT–OF–WAY LINE OF CASCADE DRIVE A DISTANCE OF 177.28 FEET TO THE INTERSECTION OF SAID SOUTH RIGHT–OF–WAY LINE AND THE WEST LINE OF SAID CRESTVIEW;
THENCE DEPARTING SAID SOUTH RIGHT–OF–WAY LINE RUN SOUTH 22 DEGREES 36 MINUTES 12 SECONDS EAST ALONG THE WEST LINE OF SAID CRESTVIEW A DISTANCE OF 301.99 FEET TO THE **POINT OF BEGINNING**.
THE ABOVE DESCRIBED PARCEL OF LAND LYING AND BEING IN SECTION 35, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 1.23 ACRES, MORE OR LESS.

NEW PARCEL "B" DESCRIPTION: (AS PREPARED BY UNDERSIGNED AT CLIENTS REQUEST)

A PARCEL OF LAND BEING A PORTION OF OFFICIAL RECORDS BOOK 6888, PAGE 1474 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA DESCRIBED AS FOLLOWS:
COMMENCE AT AN EXISTING 4" DIAMETER CONCRETE MONUMENT L.S. #6241 MARKING THE INTERSECTION OF THE NORTH LINE OF CLOPTON'S 60 ACRES (HEREINAFTER TO BE KNOWN AS THE NORTH LINE OF HOME DEPOT PARK), WITH THE EAST RIGHT–OF–WAY LINE OF STATE ROAD No. 8–A (INTERSTATE No. 110, 300' R/W), SAID POINT ALSO BEING THE NORTHWEST CORNER OF HOME DEPOT PARK, BEING A COMMERCIAL SUBDIVISION, AS RECORDED IN PLAT BOOK 19, PAGES 16 & 16A OF THE PUBLIC RECORDS OF SAID COUNTY;
THENCE RUN NORTH 67 DEGREES 06 MINUTES 13 SECONDS EAST ALONG THE NORTH LINE OF SAID HOME DEPOT PARK AND SAID EAST RIGHT–OF–WAY LINE A DISTANCE OF 10.17 FEET TO THE **POINT OF BEGINNING**;
THENCE CONTINUE NORTH 67 DEGREES 06 MINUTES 13 SECONDS EAST ALONG SAID NORTH LINE OF HOME DEPOT PARK A DISTANCE OF 64.25 FEET;
THENCE RUN NORTH 67 DEGREES 17 MINUTES 02 SECONDS EAST ALONG SAID NORTH LINE A DISTANCE OF 66.04 FEET;
THENCE RUN NORTH 67 DEGREES 32 MINUTES 05 SECONDS EAST ALONG SAID NORTH LINE A DISTANCE OF 136.58 FEET;
THENCE RUN NORTH 67 DEGREES 38 MINUTES 34 SECONDS EAST ALONG SAID NORTH LINE A DISTANCE OF 183.04 FEET TO THE INTERSECTION OF SAID NORTH LINE OF HOME DEPOT PARK, AND THE WEST LINE OF CRESTVIEW, BEING A SUBDIVISION AS RECORDED IN PLAT BOOK 1, PAGE 13 OF THE PUBLIC RECORDS OF SAID COUNTY;
THENCE DEPARTING SAID NORTH LINE RUN NORTH 22 DEGREES 36 MINUTES 12 SECONDS WEST ALONG THE WEST LINE OF SAID CRESTVIEW A DISTANCE OF 421.62 FEET;
THENCE DEPARTING SAID WEST LINE RUN SOUTH 67 DEGREES 25 MINUTES 32 SECONDS WEST A DISTANCE OF 177.25 FEET TO A POINT ON THE EAST RIGHT–OF–WAY LINE OF TAMARACK STREET (66' R/W);
THENCE CONTINUE SOUTH 67 DEGREES 25 MINUTES 32 SECONDS WEST ALONG THE SOUTH RIGHT–OF–WAY LINE OF SAID TAMARACK STREET A DISTANCE OF 66.15 FEET TO A POINT ON THE WEST RIGHT–OF–WAY LINE OF SAID TAMARACK STREET;
THENCE CONTINUE SOUTH 67 DEGREES 25 MINUTES 32 SECONDS WEST A DISTANCE OF 126.54 FEET TO A POINT ON THE EAST RIGHT–OF–WAY LINE OF SAID STATE ROAD No. 8–A;
THENCE RUN SOUTH 11 DEGREES 51 MINUTES 04 SECONDS EAST ALONG SAID EAST RIGHT–OF–WAY LINE A DISTANCE OF 428.67 FEET TO THE **POINT OF BEGINNING**.
THE ABOVE DESCRIBED PARCEL OF LAND LYING AND BEING IN SECTION 35, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 3.96 ACRES, MORE OR LESS.

SURVEYORS NOTES:

–THE MAP OF SURVEY AS SHOWN HEREON IS A BOUNDARY SURVEY FOR WHICH PURPOSE IS TO DEFINE THE NEW PARCEL BOUNDARY ON THE GROUND BY RETRACEMENT OF THE RECORD PARENT PARCELS AND/OR RECOVERY, AND/OR PLACEMENT OF MONUMENTATION OF SAID NEW PARCEL BOUNDARIES, PREPARED FOR THE CLIENT AS SHOWN AND IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT PRIOR CONSENT FROM THIS SURVEYOR.
–BASIS OF BEARINGS: GRID NORTH AND THOSE BEARINGS AS SHOWN HEREON ARE REFERENCED TO THE STATE PLANE GRID BEARING OF N22°36'12"W ALONG THE WEST LINE OF CRESTVIEW SUBDIVISION AS MONUMENTED. THE SURVEY DATUM SHOWN HEREON IS BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM (FLORIDA NORTH ZONE)– (NAD83) – (2011) – (EPOCH 2010.0000).
–BASIS OF BEARINGS: NORTH AND THOSE BEARINGS AS SHOWN HEREON ARE REFERENCED TO THE RECORD BEARING OF N29°02'32"W ALONG THE WEST LINE OF CRESTVIEW SUBDIVISION AS MONUMENTED.
–THE BEARING EQUATION DIFFERENCE BETWEEN STATE PLANE GRID AND RECORD OF THE MAP OF SURVEY AS SHOWN HEREON IS 06'26"20". AS BOTH CANNOT RETAIN THEIR INTEGRITY BY ROTATION OF ONE INTO THE OTHER.
–ALL MEASUREMENTS WERE MADE IN ACCORDANCE WITH THE UNITED STATES STANDARD SURVEY FOOT.
–NO TITLE SEARCH WAS PERFORMED BY THIS SURVEYOR, NOR WAS KJM LAND PLANNING, LLC PROVIDED WITH SAME.
–NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS–OF–WAYS, AND/OR OWNERSHIPS WERE PROVIDED TO THIS SURVEYOR; EXCEPT AS SHOWN.
–NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED; EXCEPT AS SHOWN.
–UNLESS OTHERWISE NOTED RECORD AND MEASURED CALLS AGREE.
–THE SURVEY ERROR OF CLOSURE MEETS THE SURVEY STANDARDS OF PRACTICE.
–THERE MAY BE ADDITIONAL RESTRICTIONS AFFECTING THE SUBJECT PROPERTY THAT MAY BE FOUND RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA THAT DO NOT APPEAR ON THE FACE OF THIS MAP.
–REFERENCE SOURCE IN FIELD DATA GATHERING OF EXISTING PROJECT SITE FIELD MONUMENTATION; COPY OF ESCAMBIA COUNTY PROPERTY APPRAISERS MAP OF SECTION 35; COPY OF PLAT OF HOME DEPOT PARK, PLAT BOOK 19, PAGES 16 & 16A; COPY OF PLAT OF CRESTVIEW SUBDIVISION.
–ENCROACHMENTS ARE AS SHOWN.
–THIS SURVEY DOES NOT REFLECT OR DETERMINE OWNERSHIP NOR AN ENCROACHMENT OF FENCES, WALLS, ETC.
–THE CERTIFICATE OF AUTHORIZATION NUMBER FOR KJM LAND PLANNING, LLC., IS L.B. 7919.
–THIS SURVEY MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS & MAPPERS IN CHAPTER 5J–17.050, 5J–17.051 AND 5J–17.052, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.
–IT IS OF THE OPINION OF THE UNDERSIGNED SURVEYOR THAT THE PARCEL OF LAND SHOWN HEREON AS PER THE FLOOD INSURANCE RATE MAP INFORMATION IS AS FOLLOWS:

NFIP COMMUNITY NAME:
ESCAMBIA COUNTY UNINCORPORATED AREAS
ZONE: "X"
ELEVATION: N/A

NFIP COMMUNITY NUMBER:
120080
PANEL NUMBER: 12033C 0380G
AS DATED: 09/29/2006

ADDRESS: 5404 BELLAMY AVENUE / 5524 TAMARACK STREET						
REQUESTED BY: RONNIE FAGGIONI						
TYPE: BOUNDARY SURVEY						
SECTION 35, TOWNSHIP– 1 – SOUTH, RANGE– 30 – WEST, ESCAMBIA COUNTY, FLORIDA						
SCALE: 1"=60'	FIELD BOOK	PAGE	CREW	FIELD DATE:	DRAWN BY:	CHECKED BY:
07/18/19	673	32–33	DB	05/20/19	JSP	
NO.:	DATE:	REVISIONS:				APPROVED BY:

KJM
Land Planning, LLC.
1616 W. Avery St.
Pensacola, FL 32501
(O) 850–438–0202
(F) 850–438–1307

MICHAEL WATTS AUSTIN, PSM #5458
CORPORATE NO. LB 0007919
STATE OF FLORIDA
03/03/20

THIS DRAWING AND REPORT OR COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

DRAWING NUMBER
19–18321

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: **October 25, 2019**

RE: **Transportation & Traffic Operations (TTO) Comments – Z-2019-18**

TTO Staff has reviewed the Rezoning Case Z-2019-18 agenda item for the Planning Board meeting scheduled for November 5, 2019 regarding the subject property at 5404 Bellamy Avenue (Com to HC/LI-NA). Please see the below comments.

Bellamy Avenue is a two-lane facility with an approximate roadway width of 20 feet and right-of-way width of 50 feet.

Escambia County does not have any capital improvement projects scheduled for either roadway within its Capital Improvements Program. In addition, the Florida Department of Transportation does not show any projects on either Tamarack Street and Bellamy Avenue in planning, design or construction within its 5 Yr. Work Program.

Bellamy Avenue is classified as a local street and assumed to be functioning within its' allowable capacity for traffic volumes.

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., Engineering Department Director
Allyson Lindsay, Development Services Department

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
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(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: Nov 5, 2019

Rezoning Quasi-judicial Hearing
Rezoning Case #: 2019-18

OR

Regular Planning Board Meeting
Agenda Item Number/Description: _____

✓ In Favor _____ Against

*Name: BUDDY PAGE

*Address: 5337 Hamilton *City, State, Zip: Pac

Email Address: budpage1@att.net Phone: 2329853

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

Please indicate if you:
☑ would like to be notified of any further action related to the public hearing item.
☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

****

Chamber Rules

1. All who wish to speak will be heard.
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Everyone will be granted uniform time to speak (normally 3 - 5 minutes).
6. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
7. During quasi-judicial hearings (i.e., rezonings), conduct is very formal and regulated by Supreme Court decisions. Verbal reaction or applause is not appropriate.

01/2016

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Public Hearing
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Please Print Clearly

Meeting Date: NOV 5, 2019.

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2019-18

_____ In Favor _____ Against N/A

OR

Regular Planning Board Meeting

Agenda Item Number/Description:

Z-2019-18

*Name: PATRICIA M. DWYER (DUYER)

*Address: 5519 TAMARACK ST *City, State, Zip: PCOLA FL 32505.

Email Address: pmdwyer@hotmail.com Phone: _____

How did you hear about the rezoning case: ☑ Mail ☐ Internet ☐ Sign

Please indicate if you:

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☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

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Please Print Clearly

Meeting Date: NOV. 5 2019

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z 2019-18

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor ✓ Against

*Name: PHIL PAREKH (PAREKH)

*Address: 5551 CACTUS RD *City, State, Zip: PEN FL 32514

Email Address: GIDAT1@BELLSOUTH.NET Phone: (850) 572-5732

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

Please indicate if you:

☑ would like to be notified of any further action related to the public hearing item. ON THIS ITEM ONLY

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 11/5/19

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2019-18

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor _____ Against

*Name: Moren Blackwell

*Address: _____ *City, State, Zip: _____

Email Address: _____ Phone: _____

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

Please indicate if you:

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☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

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Did Speak not in favor.

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 11-5-19

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z 2019-18

OR

Regular Planning Board Meeting
Agenda Item Number/Description: _____

_____ In Favor X Against

*Name: Belinda Bell

*Address: 5501 Cactus Rd *City, State, Zip: Pen Fl. 32503

Email Address: Bizzibeeee@AOL.COM Phone: 850-477-1653

How did you hear about the rezoning case: ☑ Mail ☐ Internet ☑ Sign

Please indicate if you:

☑ would like to be notified of any further action related to the public hearing item.

* ☑ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

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01/2016

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Public Hearing
Speaker Request Form

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Meeting Date: 11/5/19

Rezoning Quasi-judicial Hearing Z21918 **OR** **Regular Planning Board Meeting**

Rezoning Case #: _____ **Agenda Item Number/Description:**

_____ In Favor ___✓___ Against _____

*Name: Joanne Peele

*Address: _____ *City, State, Zip: _____

Email Address: _____ Phone: _____

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

Please indicate if you:

☐ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

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Escambia County Planning Board
Public Hearing
Speaker Request Form

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Meeting Date: Nov 5 2019

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2019-18

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor _____ Against

*Name: Melissa Pino

*Address: 413 SE Bauble Dr *City, State, Zip: _____

Email Address: _____ Phone: _____

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

Please indicate if you:

☐ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 10-5-19

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2019-18

OR

Regular Planning Board Meeting

Agenda Item Number/Description:

X In Favor _____ Against

*Name: Michael P. Bearden

*Address: 1716 Chanticleer Ct *City, State, Zip: Pensacola FL 32507

Email Address: Mpbear47@gmail.com Phone: 850-281-5228

How did you hear about the rezoning case: ☐ Mail ☒ Internet ☐ Sign

Please indicate if you:

☒ would like to be notified of any further action related to the public hearing item.

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 11-5-19

Rezoning Quasi-judicial Hearing OR **Regular Planning Board Meeting**

Rezoning Case #: Z-2018-18 **Agenda Item Number/Description:**

_____ In Favor _____ Against

*Name: Larry Downs Jr.

*Address: 12156 Harvard Dr. *City, State, Zip: Pen Fl 32506

Email Address: _____ Phone: _____

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

Please indicate if you:

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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17182 **Growth Management Report 13. 2.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 12/05/2019
Issue: 5:45 p.m. - A Public Hearing to Amend 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 case heard by the Planning Board on November 5, 2019, and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

BACKGROUND:

Rezoning case Z-2019-18 was heard by the Planning Board on November 5, 2019. 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 2019-_____

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-2019-18**
Address:	5404 Bellamy Avenue
Property Reference No.:	35-1S-30-3101-000-000
Property Size:	3.96 (+/-) acres
From:	Com, Commercial 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)

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,

DRAFT

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 _____, 2019.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Steven Barry, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

_____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH DEPARTMENT OF STATE:

EFFECTIVE DATE:

DRAFT

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17183 **Growth Management Report 13. 3.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 12/05/2019
Issue: 5:46 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the Future Land Use Map, LSA-2019-02
From: HORACE JONES, Director
Organization: Development Services

RECOMMENDATION:

5:46 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the Future Land Use Map, LSA-2019-02

That the Board of County Commissioners (BCC) review and adopt an Ordinance amending the Comprehensive Plan 2030, Chapter 7, the Future Land Use Element, Policy FLU 1.1.1, (LSA-2019-02) changing the FLU category of a parcel, which is located within Section 25, Township 1N, Range 30W, and which is identified as Parcel ID number 25-1N-30-1003-000-000 totaling 14.5 (+/-) acres, located on a private road, Pate Street, from Mixed-Use Urban (MU-U) to Industrial (I); changing a parcel within Section 25, Township 1N, Range 30W, and which is identified as Parcel ID number 25-1N-30-1006-000-000 totaling 11.0 (+/-) acres, located on Pate Street, from Mixed-Use Urban (MU-U) to Industrial (I); changing a parcel within Section 25, Township 1N, Range 30W, and which is identified as Parcel ID number 25-1N-30-1006-000-001 totaling 10.6 (+/-) acres, located on Pate Street, from Mixed-Use Urban (MU-U) to Industrial (I).

This is the second of two public hearings before the Board of County Commissioners.

BACKGROUND:

The applicant requests a Future Land Use (FLU) map amendment to change the FLU category of 36.1 (+/-) acres from Mixed-Use (MU-U) to Industrial (I). The current zoning designation of the referenced parcels is Heavy Commercial Light Industrial (HC/LI). Rezoning case Z-2019-15 is pending on the approval of this FLU map amendment. The rezoning case Z-2019-15 has been submitted to rezone the property from HC/LI to Industrial (I). The FLU amendment proposed will expand the existing Gulf Power Crist Plant.

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 Kia M. Johnson, 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.

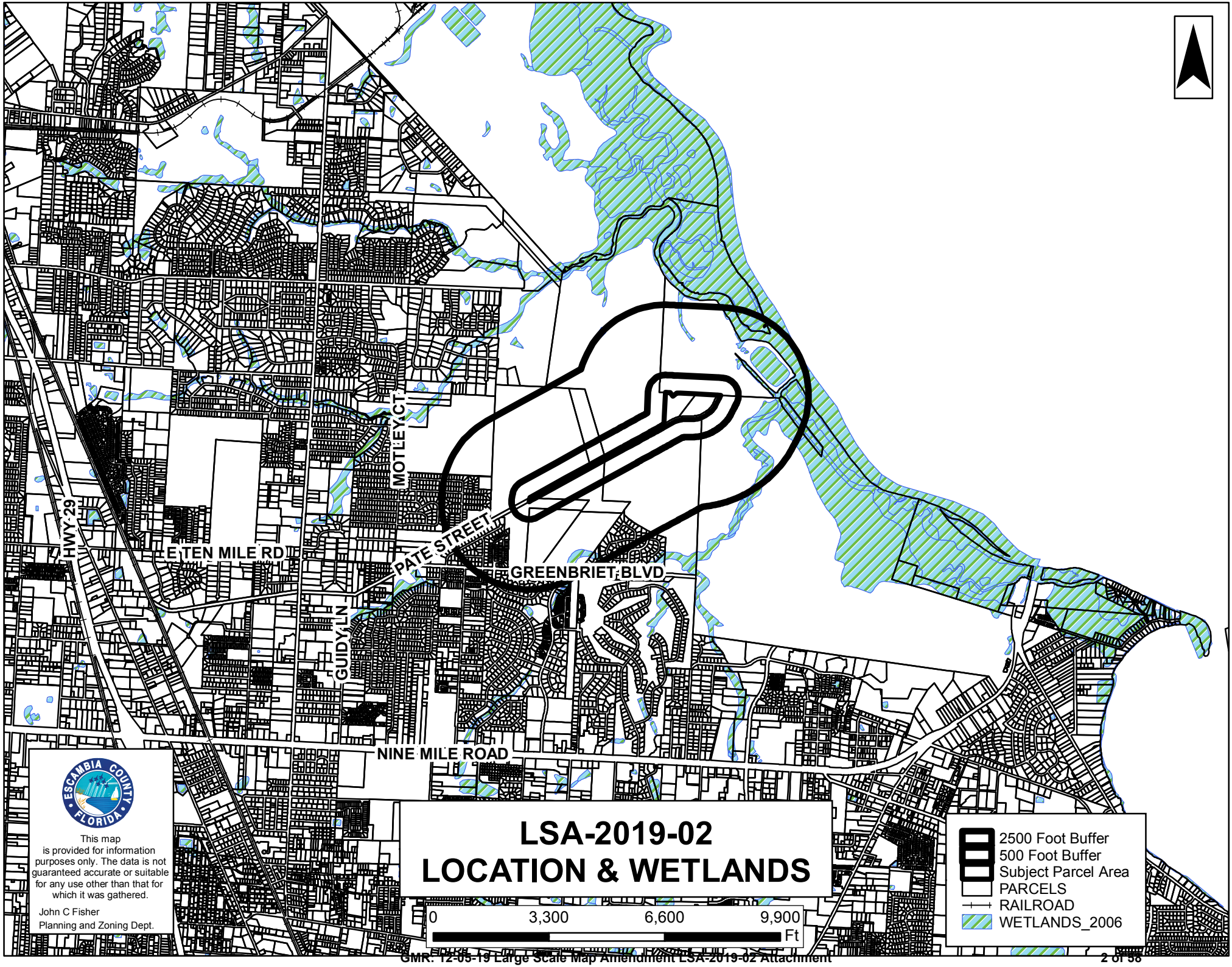
Implementation of this Ordinance will consist of an amendment to the LDC and distribution of a copy of the adopted Ordinance to interested citizens and staff.

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

Working Case File
Draft Ordinance
Clean Ordinance

LSA-2019-02


HWY 29
E TEN MILE RD
GUIDY LN
MOTLEY CT
PATE STREET
GREENBRIET BLVD
NINE MILE ROAD
LSA-2019-02
LOCATION & WETLANDS
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3,300
6,600
9,900
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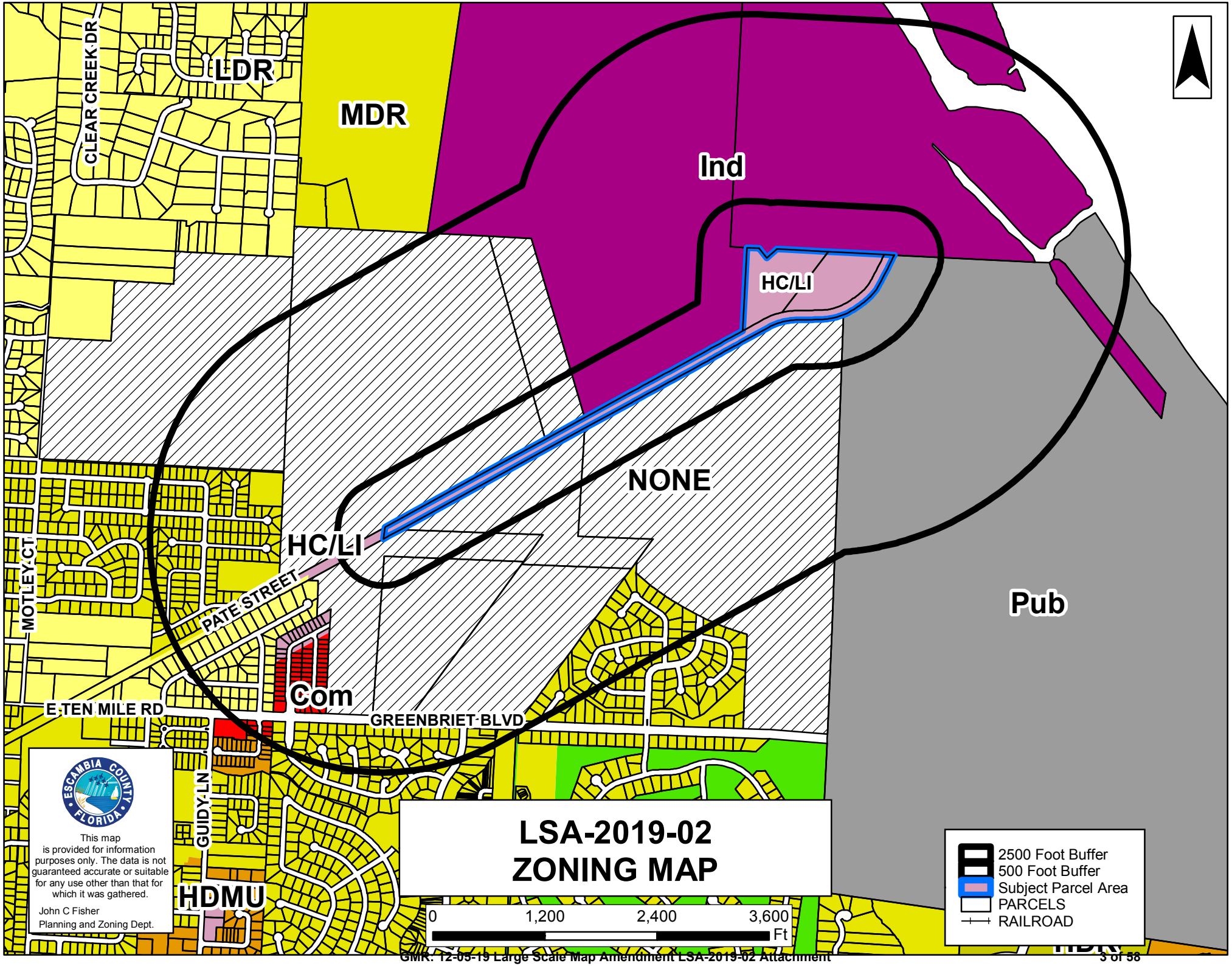
2500 Foot Buffer
500 Foot Buffer
Subject Parcel Area
PARCELS
RAILROAD
WETLANDS_2006
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
John C Fisher
Planning and Zoning Dept.


LDR
MDR
Ind
HC/LI
NONE
HC/LI
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Com
HDMU
CLEAR CREEK DR
MOTLEY CT
PATE STREET
E TEN MILE RD
GREENBRIET BLVD
GUIDY LN
LSA-2019-02
ZONING MAP
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500 Foot Buffer
Subject Parcel Area
PARCELS
RAILROAD
ESCAMBIA COUNTY FLORIDA
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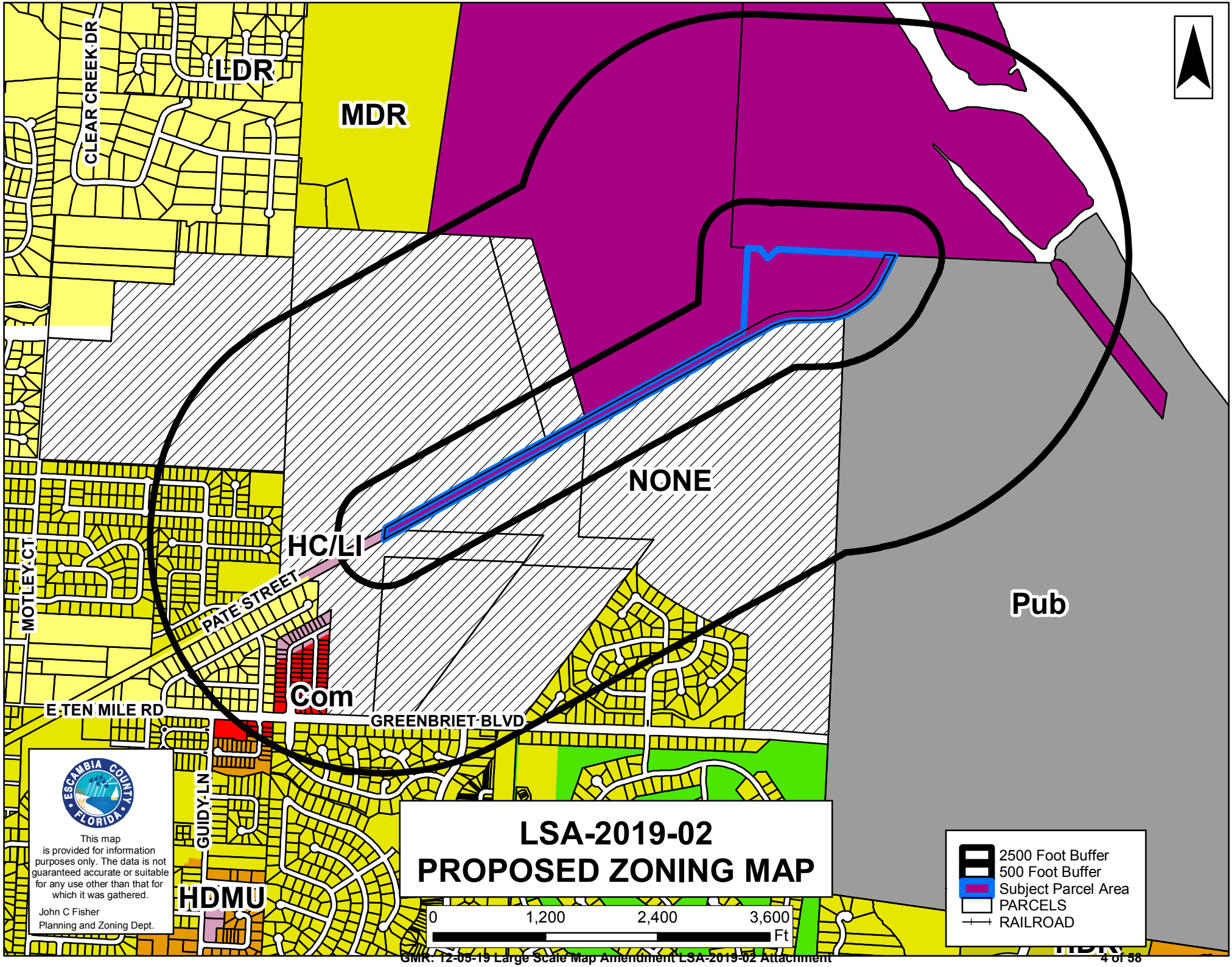
John C Fisher
Planning and Zoning Dept.


LDR
MDR
CLEAR CREEK DR
NONE
HC/LI
MOTLEY CT
PATE STREET
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E TEN MILE RD
GREENBRIET BLVD
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LSA-2019-02
PROPOSED ZONING MAP
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Subject Parcel Area
PARCELS
RAILROAD
ESCAMBIA COUNTY FLORIDA
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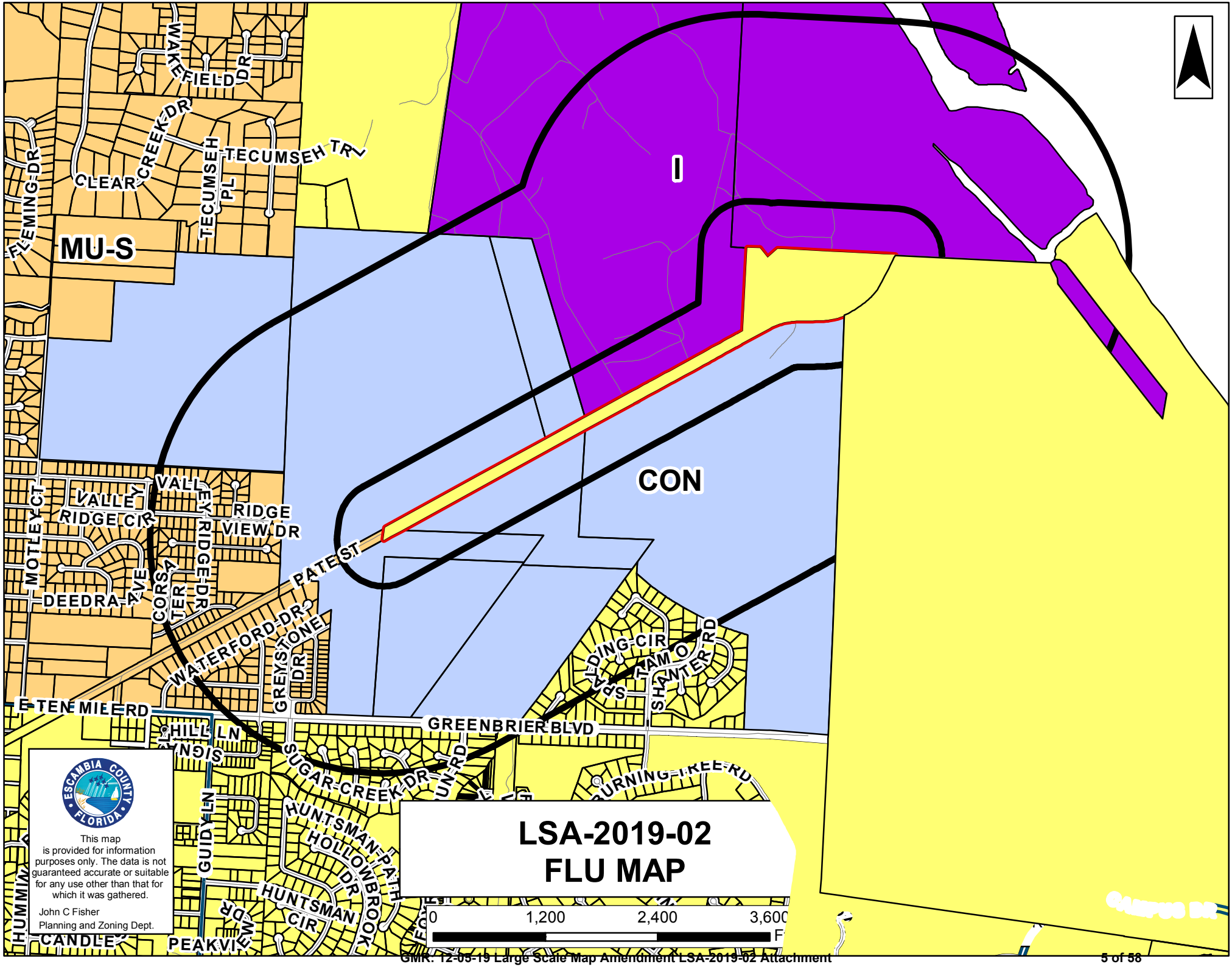
Planning and Zoning Dept.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MU-S
CON
MAKEFIELD DR
CLEAR CREEK DR
TECUMSEH TRL
TECUMSEH PL
FLEMING DR
VALLEY CT
VALLEY RIDGE CIR
VALLEY RIDGE VIEW DR
MOTLEY CT
DEEDRA AVE
CORSAIR TER
VALLEY RIDGE DR
PATEST
WATERFORD DR
GREYSTONE DR
E TEN MILE RD
GREENBRIER BLVD
HILL LN
SUGAR CREEK DR
GUIDY LN
HUNTSMAN PATH
HOLLOWBROOK DR
HUNTSMAN CIR
PEAKVIEW DR
CANDLE
HUMMI
SHANTER RD
TAM O
BURNING TREE RD
LSA-2019-02
FLU MAP
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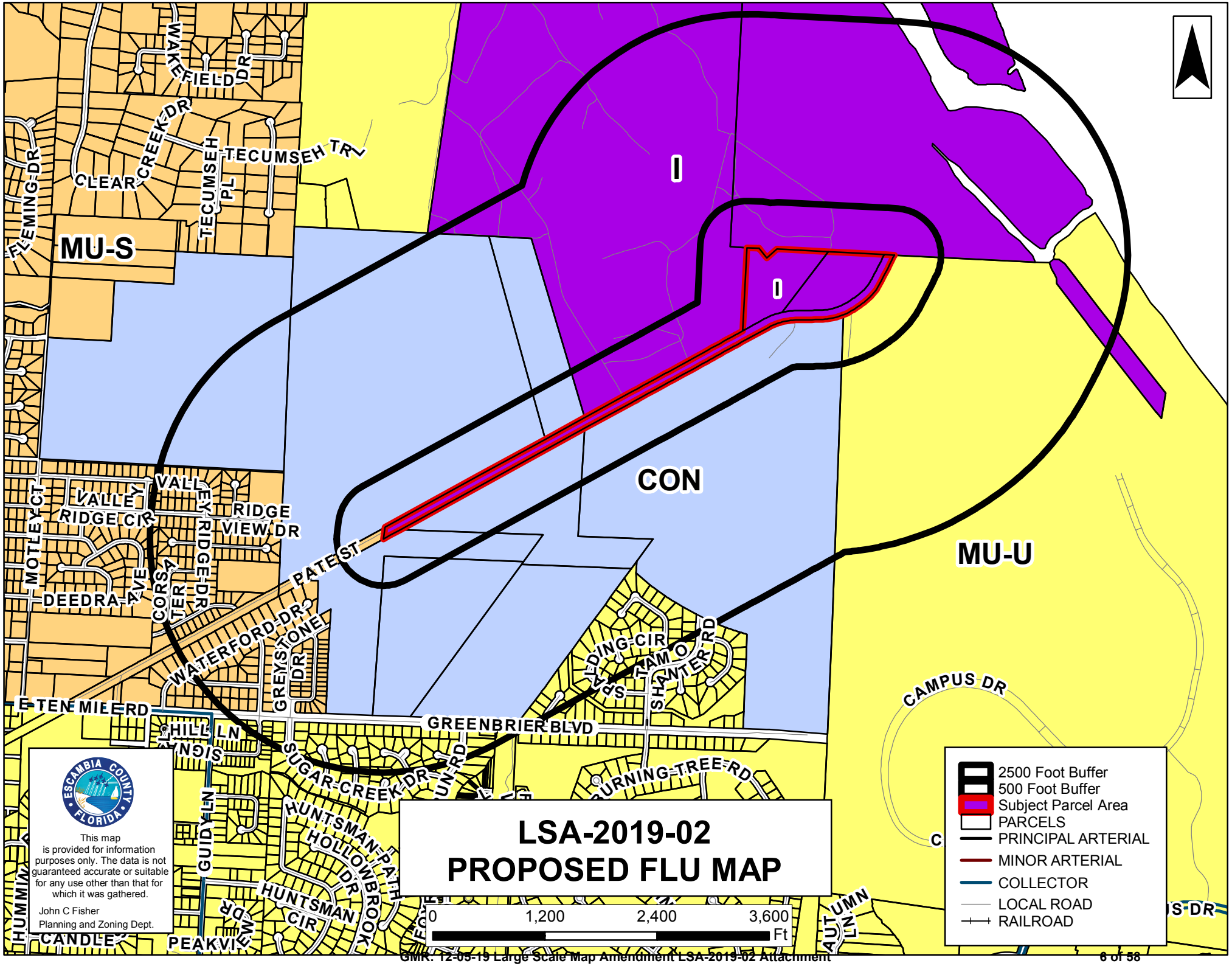
John C Fisher
Planning and Zoning Dept.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CLEAR CREEK DR
TECUMSEH TRV
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FLEMING DR
VALLEY CT
VALLEY RIDGE CIR
VALLEY RIDGE VIEW DR
MOTLEY RIDGE DR
DEEDRA AVE
CORSAIR TER
PATEST
WATERFORD DR
GREYSTONE DR
E TEN MILE RD
GREENBRIER BLVD
HILL LN
SUGAR CREEK DR
GUIDY LN
HUNTSMAN PATH
HOLLOWBROOK DR
HUNTSMAN CIR
PEAKVIEW DR
CANDLE
HUMMI
SHANTER RD
CAMPUS DR
BURNING TREE RD
AUTUMN LN
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LSA-2019-02
PROPOSED FLU MAP
2500 Foot Buffer
500 Foot Buffer
Subject Parcel Area
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
RAILROAD
ESCAMBIA COUNTY FLORIDA
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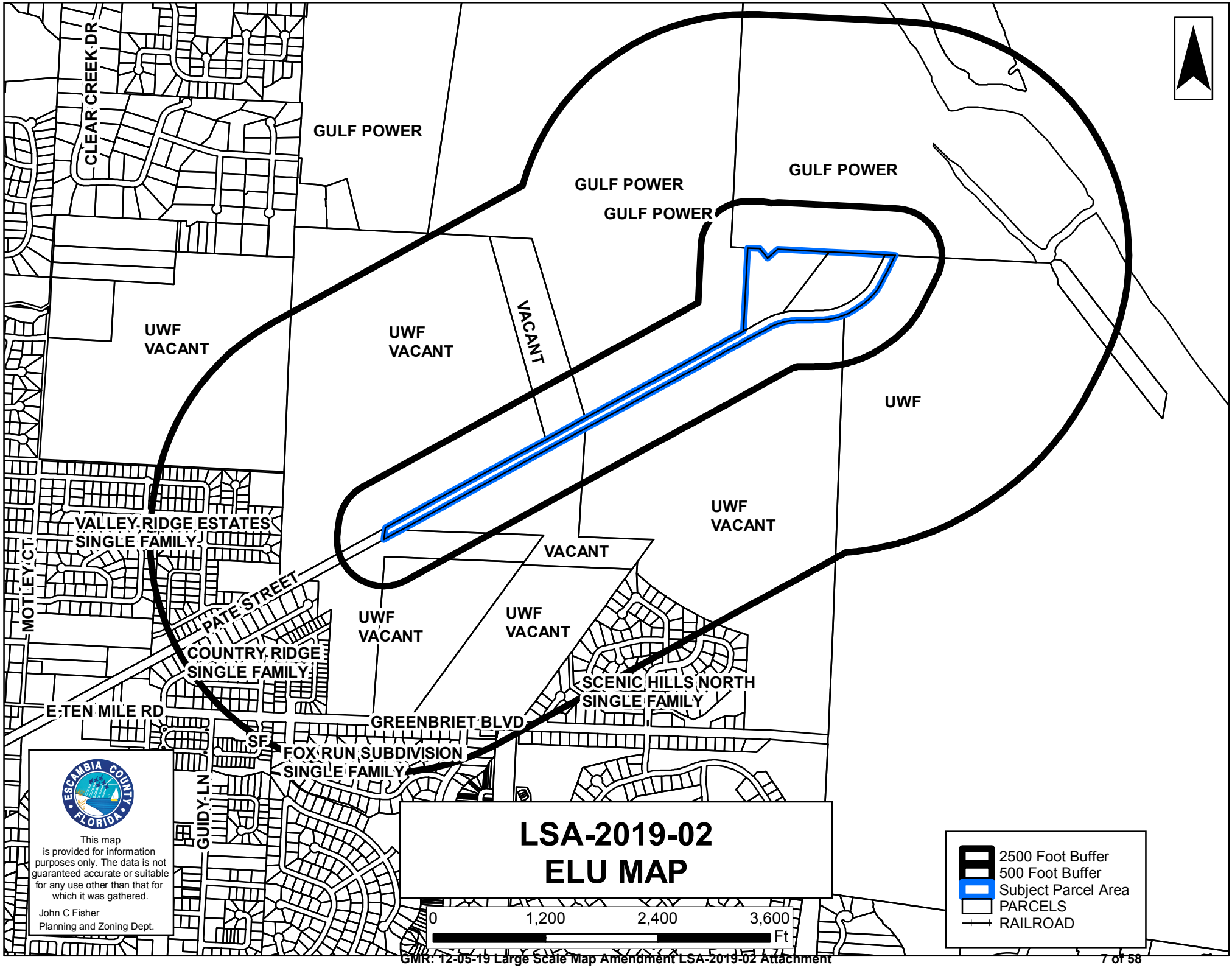
John C Fisher
Planning and Zoning Dept.


CLEAR CREEK DR
GULF POWER
GULF POWER
GULF POWER
GULF POWER
GULF POWER
UWF
VACANT
UWF
VACANT
VACANT
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VACANT
VALLEY RIDGE ESTATES
SINGLE FAMILY
MOTLEY CT
VACANT
PATE STREET
UWF
VACANT
UWF
VACANT
COUNTRY RIDGE
SINGLE FAMILY
SCENIC HILLS NORTH
SINGLE FAMILY
E TEN MILE RD
GREENBRIET BLVD
SF
FOX RUN SUBDIVISION
SINGLE FAMILY
GUIDY LN
ESCAMBIA COUNTY FLORIDA
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John C Fisher
Planning and Zoning Dept.
LSA-2019-02
ELU MAP
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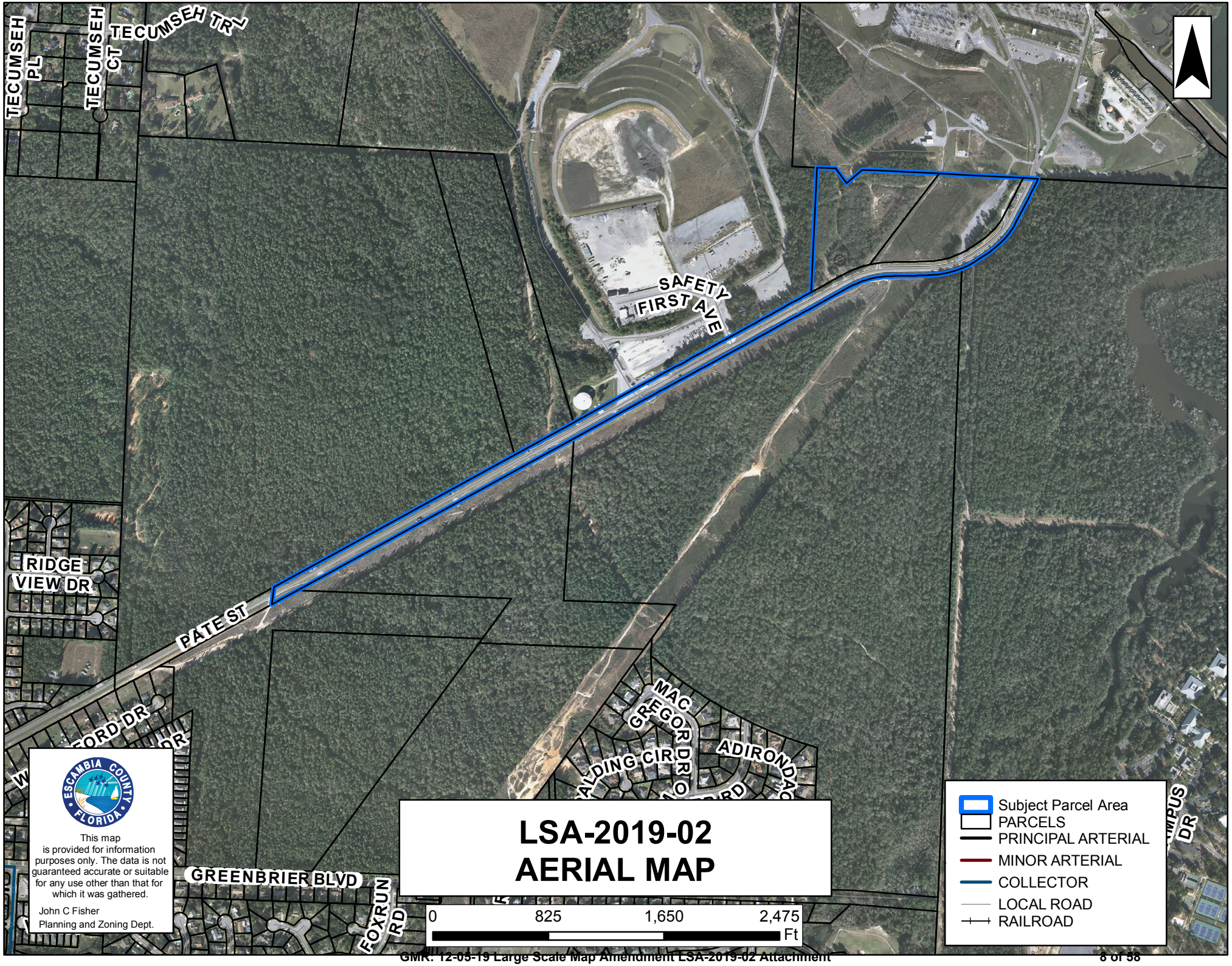
500 Foot Buffer
Subject Parcel Area
PARCELS
RAILROAD


TECUMSEH PL
TECUMSEH CT
TECUMSEH TRL
SAFETY FIRST AVE
RIDGE VIEW DR
PATE ST
MAC GREGOR DR
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LSA-2019-02
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Subject Parcel Area
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
RAILROAD
ESCAMBIA COUNTY FLORIDA
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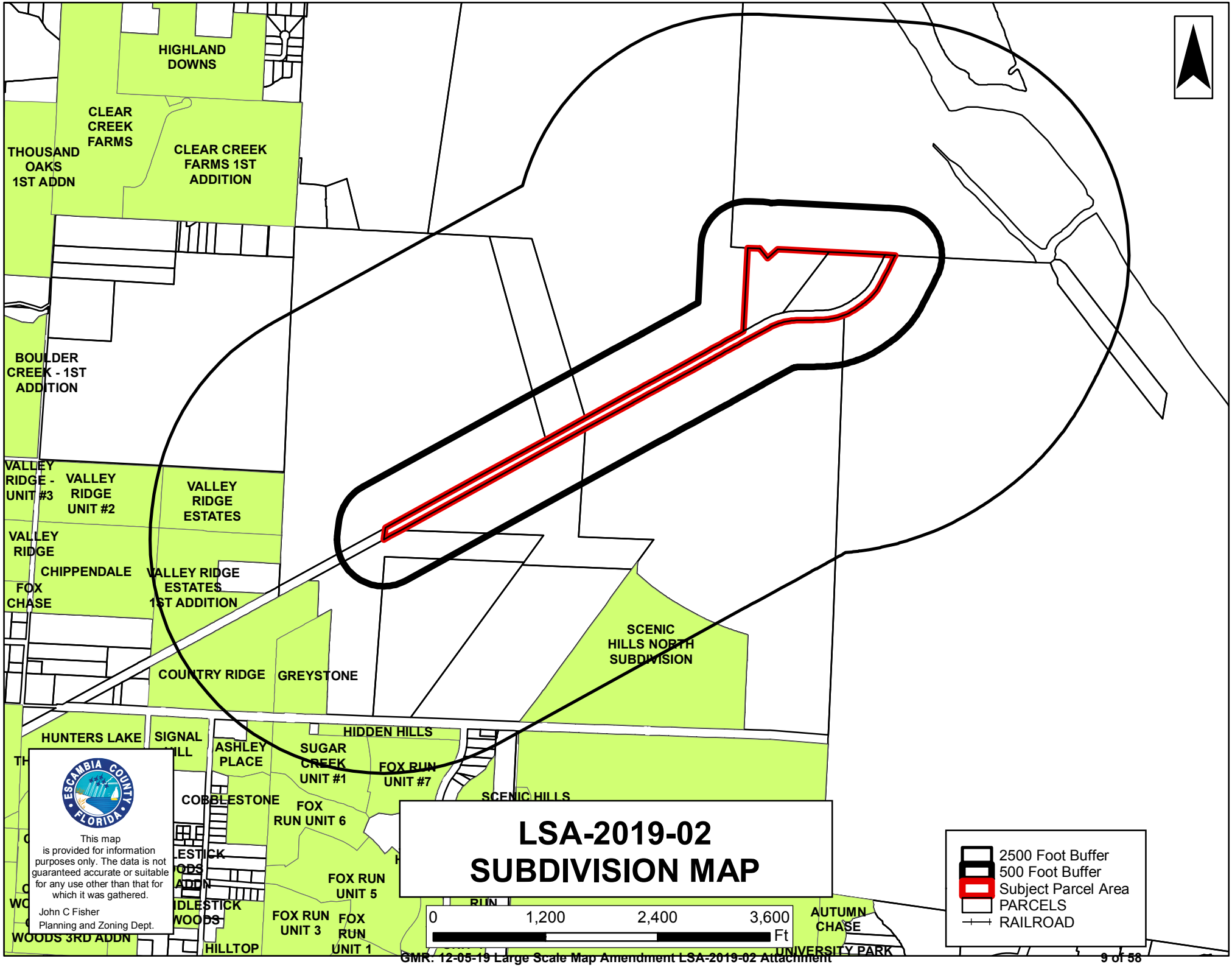
John C Fisher
Planning and Zoning Dept.


HIGHLAND DOWNS
CLEAR CREEK FARMS
THOUSAND OAKS 1ST ADDN
CLEAR CREEK FARMS 1ST ADDITION
BOULDER CREEK - 1ST ADDITION
VALLEY RIDGE - UNIT #3
VALLEY RIDGE UNIT #2
VALLEY RIDGE ESTATES
VALLEY RIDGE
CHIPPENDALE
FOX CHASE
VALLEY RIDGE ESTATES 1ST ADDITION
SCENIC HILLS NORTH SUBDIVISION
COUNTRY RIDGE
GREYSTONE
HUNTERS LAKE
SIGNAL HILL
ASHLEY PLACE
SUGAR CREEK UNIT #1
HIDDEN HILLS
FOX RUN UNIT #7
COBBLESTONE
FOX RUN UNIT 6
SCENIC HILLS
FOX RUN UNIT 5
FOX RUN UNIT 3
FOX RUN UNIT 1
AUTUMN CHASE
UNIVERSITY PARK
WOODS 3RD ADDN
HILLTOP
LSA-2019-02
SUBDIVISION MAP
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500 Foot Buffer
Subject Parcel Area
PARCELS
RAILROAD
ESCAMBIA COUNTY FLORIDA
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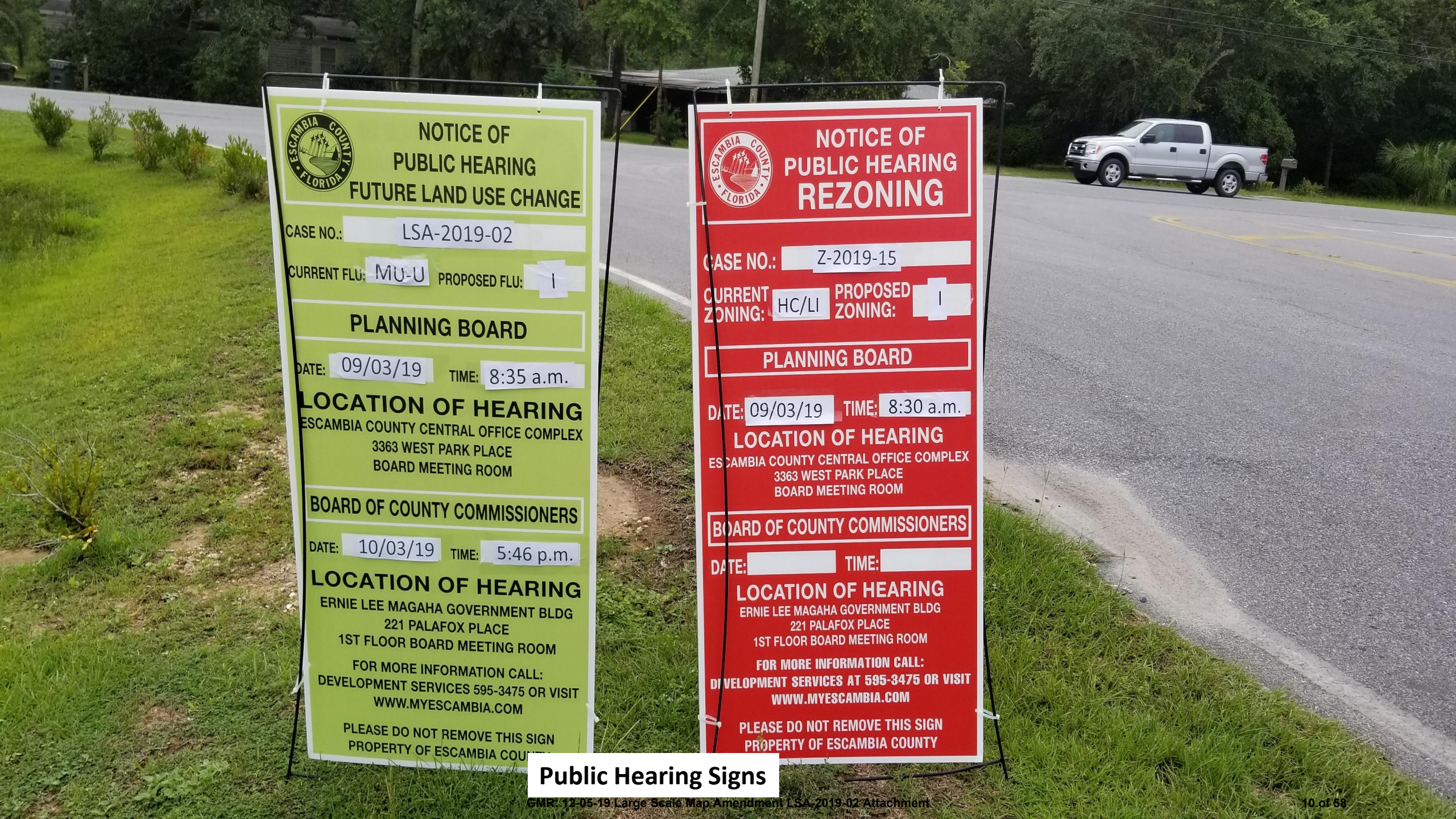
John C Fisher
Planning and Zoning Dept.



Public Hearing Signs

Looking South From Pate Street

Looking Southwest from Pate Street

Looking West From Gulf Power Property

Looking North onto Gulf Power Property

Letter of Transmittal

the planning collaborative

Date: July 16, 2019

To: Allyson Lindsay
Escambia County
Planning and Zoning Division
3363 W. Park Place
Pensacola, FL 32505

From: Allara Mills Gutcher, AICP
Managing Principal
the planning collaborative
2311 Lee Street
Lynn Haven, FL 32444

Project Name: Crist Plant Future Land Use Map (FLUM) Amendment

Purpose: FLUM amendment for September 3, 2019 Planning Board

Materials Submitted:

1) Letter of Transmittal (this document)
2) Letter of Request
3) Future Land Use Map Amendment Application including:
   - Proof of Ownership (tax assessments)
   - Survey with Legal Descriptions of Parcels
   - Street Map
   - Future Land Use Map
   - Cultural Resources Analysis
   - Wellhead Protection Zones Map
   - Flood Zone and Wetlands Map
4) Check for $2,969.50

All materials are also submitted via electronic transfer to malindsay@myescambia.com

Allara Mills-Gutcher, AICP
the planning collaborative
allara@theplanningcollaborative.com
850.319.9180

July 16, 2019

RE: Crist Plant Parcels Future Land Use Map Amendment

Dear Andrew:

This letter is submitted in request for consideration of a Future Land Use Map amendment for three parcels located on North Pate Street. These three parcels include:

25 1N 30 1003 000 000 (14.5 acres, roadway)
25 1N 30 1006 000 000 (11 acres)
25 1N 30 1006 000 001 (10.6 acres)

The request is to amend the parcels from Mixed Use-Urban to Industrial. These parcels are owned by Gulf Power, and are associated with the Crist Plant. The size of these parcels combined is 36.1 acres. Two lie along the north side of Pate Street, and are located to the north and east of the Plant security gate. The third includes the roadway and right-of-way of Pate Street itself, and extends northeast from the plant guard gate.

The Future Land Use Map amendment of these three parcels does not require any concurrency analysis. The development of these parcels is solely purposed for the expansion of the existing plant. This development will allow the facility to increase the existing capacity. There will be no increase in solid waste, potable water or sanitary sewer demand to serve the development. A transportation analysis is unneeded as existing employees will maintain the equipment and operations of the new facilities. All stormwater facilities will be designed according to the applicable requirements of Escambia County and will be reflected on the site plan submittal forthcoming. No residential development is part of this plan for development, and therefore there will be no impact to the school system nor to the recreation and park facilities.

This request is in compliance with all policies of the Escambia County Comprehensive Plan. The request meets the intent of the Industrial Future Land Use category as stated in Policy FLU 1.3.1. Specifically, “Industrial areas shall facilitate continued industrial operations within the County”. The expansion of the Crist Plant will provide for additional capacity and reliable energy production for eventual delivery to end-users within the region.

Additionally, Objective FLU 2.1 and Objective FLU 2.2 incorporate policy that provides Gulf Power with the ability to serve and provide additional energy through the expansion of existing development within

areas where infrastructure and services exist, and provide for cost-efficient services. These two criteria are met through the planned expansion of the current Gulf Power site.

This site lies outside of the Coastal High Hazard Area, and therefore this development is not within a high-risk site accordingly (See Policy COA 1.1.1 which regulates development prone to flooding and storm hazards).

The site also lies outside of any Wellhead Protection Zone and therefore no impact will be made to any public potable water supply. Although there are wellheads on the Gulf Power property, these are used for industrial purposes and are not potable water wells. Please see the Wellhead Protection Zone map attached to the application.

Finally, no environmentally sensitive lands exist on these parcels, including any jurisdictional wetlands. Any protected trees will be evaluated and mitigated, if applicable, prior to the issuance of any site plan approval or development order.

This letter of request accompanies a complete application package and exhibits for a Future Land Use Map amendment. Please let me know if you need any additional information or have any questions.

Best Regards,

Allara Mills-Gutcher, AICP
Managing Principal

Attachments:

- Completed application
- Proof of ownership (tax notices)
- Legal description
- Street Map
- Future Land Use Map
- Cultural Resource Desktop Survey
- Wellhead Map
- Flood Zones and Wetlands Map

FUTURE LAND USE MAP AMENDMENT APPLICATION

CHECKLIST

1. **X** **Owner(s) Name, Home Address and Telephone Number. An email address is optional (see form herein).**

2. **X** **Letter of request, including reason(s) for map amendment and desired future land use category**

3. **X** **Completed Application which includes (Notarized Affidavit of Ownership and Authorization, Notarized Affidavit of Ownership and Limited Power of Attorney if agent will act in owner's behalf, and Concurrency Determination Acknowledgement.)**

4. **X** **Proof of Ownership (Copy of Warranty Deed or Tax Notice) Also need copy of Contract for Sale if the change of ownership has not yet been recorded.**

5. **X** **Street Map depicting general property location**

6. **X** **Legal Description of exact property area proposed for a future land use map amendment, including:**
   - ___ **Street Address**
   - ___ **Property Reference Number(s)**
   - ___ **Boundary Survey**
   - ___ **Total acreage requested for amendment**

7. **X** **Land Use Map Amendment Application fee**

8. **X** **Complete Data and Analysis (See applicable page herein)**

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

FUTURE LAND USE MAP AMENDMENT APPLICATION

(THIS SECTION FOR OFFICE USE ONLY):

TYPE OF REQUEST: SMALL SCALE FLU AMENDMENT _____
LARGE SCALE FLU AMENDMENT X
Current FLU: MU-U **Desired FLU:** I **Zoning:** HC/I **Taken by:** A. Lindsay
Planning Board Public Hearing, date(s): 9/3/19

BCC Public Hearing, proposed date(s): 10/3/19

Fees Paid _____ **Receipt #** _____ **Date:** _____

OWNER'S NAME AND HOME ADDRESS AS SHOWN ON PUBLIC RECORDS OF ESCAMBIA COUNTY, FL

Name: Gulf Power Company

Address:
1 Energy Place

City: Pensacola State: Florida Zip Code: 32520

Telephone: (561) 691-2766

Email: _____

DESCRIPTION OF PROPERTY:

Street address: 11999 N. Pate Street

Pensacola, FL 32514

Subdivision:

None

Property reference number: Section 25 Township 1N Range 30W

Parcel _____ Lot _____ Block _____

25 1N 30 1006 000 000, 25 1N 30 1006 000 001, and 25 1N 30 1003 000 000

Size of Property (acres) 36.1 combined

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

AFFIDAVIT OF OWNERSHIP AND AUTHORIZATION FOR FUTURE LAND USE CHANGE REQUEST

By my signature, I hereby certify that:

1) I am duly qualified as owner or authorized agent to make such application, this application is of my own choosing, and staff has explained all procedures relating to this request; and

2) All information given is accurate to the best of my knowledge and belief, and I understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application; and

3) I understand there are no guarantees as to the outcome of this request, the application fee is non-refundable; and

4) The signatory below will be held responsible for the balance of any advertising fees associated with required public hearings for this amendment request (Payment due within 90 days of invoice date) or future planning and zoning applications will not be accepted; and

5) I authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County Staff.

SAM A. FORREST 7/16/19

Signature (Property Owner) Printed Name Date

Allara Mills-Gutcher June 20, 2019

Signature (Agent's Name (or owner if representing oneself) Printed Name Date

Address: 2311 Lee Street

City: Lynn Haven State: FL Zip: 32444

Telephone (850) 319 - 9180 Fax # ( ) - none

Email: allara@theplanningcollaborative.com

STATE OF Florida
COUNTY OF Palm Beach

The forgoing instrument was acknowledged before me this 16 day of July, year of 2019 by, Sam A. Forrest who ( ) did (✓) did not take an oath. He/she is (✓) personally known to me, ( ) produced current Florida/Other driver's license, and/or ( ) produced current _____ as identification.

Maritza Miranda-Wise 7/16/19 Maritza Miranda-Wise

Signature of Notary Public Date Printed Name of Notary

My Commission Expires May 30, 2021 Commission No. GG 078373

(Notary seal must be affixed)

MARITZA MIRANDA-WISE
MY COMMISSION # GG 078373
EXPIRES: May 30, 2021
Bonded Thru Notary Public Underwriters

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

AFFIDAVIT OF OWNERSHIP AND LIMITED POWER OF ATTORNEY

As owner of the property located at 11999 Pate Street, Pensacola, Florida, Property Reference Number(s) 251N30 1003 000 000, 251N30 1006 000 000 & 251N30 1006 000 001, I hereby designate Allara Mills-Gutcher, for the sole purpose of completing this application and making a presentation to the Planning Board, sitting as the Local Planning Agency, and the Board of County Commissioners, to request a change in the Future Land Use on the above referenced property.

This Limited Power of Attorney is granted on this 16 day of July, the year of 2019, and is effective until the Board of County Commissioners has rendered a decision on this request and any appeal period has expired. The owner reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice to the Planning and Zoning Department.

Signature of Property Owner	7/16/19 Date	SAM A. FORREST Printed Name of Property Owner
Allara M Gutcher Signature of Agent	June 20, 2019 Date	Allara Mills-Gutcher Printed Name of Agent

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 16 day of July, year of 2019, by Sam A. Forrest who ( ) did (✓) did not take an oath.

He/she is (✓) personally known to me, ( ) produced current Florida/Other driver's license, and/or ( ) produced current _____ as identification.

Maritza Miranda-Wise Signature of Notary Public	7/16/19 Date	Maritza Miranda-Wise Printed Name of Notary Public

Commission Number GG 078373 My Commission Expires May 30, 2021

(Notary seal must be affixed)

MARITZA MIRANDA-WISE
MY COMMISSION # GG 078373
EXPIRES: May 30, 2021
Bonded Thru Notary Public Underwriters

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT
3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

FUTURE LAND USE MAP AMENDMENT APPLICATION
CONCURRENCY DETERMINATION ACKNOWLEDGMENT

Project name: Crist Plant

Property reference #: Section 25 Township 1N Range 30W

Parcel # 25 1N 30 1006 000 000 and 25 1N 30 1006 000 001 and 25 1N 30 1003 000 000

Project Address: 11999 Pate Street, also addressed as Steam Plant Road

I/We acknowledge and agree that no future development permit (other than a rezoning/reclassification) shall be approved for the subject parcel(s) prior to the issuance of a certificate of concurrency for such proposed development based on the densities and intensities contained within such future development permit application.

I/We also acknowledge and agree that no development permit or order (other than a rezoning /reclassification) will be issued at that time unless at least one of the concurrency management system standards is met as contained in the Escambia County Code of Ordinances, Part II, Section 6.04, namely:

(1) The necessary facilities and services are in place at the time a development permit is issued; or

(2) A development permit is issued subject to the condition that the necessary facilities and services will be in place when the impacts of the development occur; or

(3) The necessary facilities are under construction at the time a permit is issued; or

(4) The necessary facilities and services are the subject of a binding executed contract for the construction of the facilities or the provision of services at the time the development permit is issued. NOTE: This provision only relates to parks and recreation facilities and roads. The LDC will include a requirement that the provision or construction of the facility or service must commence within one (1) year of the Development Order or Permit; or

(5) The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.320, Florida Statutes or an agreement or development order issued pursuant to Chapter 380, Florida Statutes. Any such agreement shall include provisions pursuant to paragraphs 1, 2, or 3 above.

(6) The necessary facilities needed to serve new development are in place or under actual construction no more than three (3) years after issuance, by the County, of a certificate of occupancy or its functional equivalent. NOTE: This provision only relates to roads.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 16 DAY OF July , 2019

Owner's signature — SAM A. FORREST **Owner's name (print)**

Agent's signature — Allara Mills-Gutcher, AICP **Agent's name (print)**

Scott Lunsford, CFC • Escambia County Tax Collector

EscambiaTaxCollector.com facebook.com/ECTaxCollector twitter.com/escambiatc

SCAN TO PAY ONLINE

Notice of Ad Valorem and Non-Ad Valorem Assessments

ACCOUNT NUMBER	MILLAGE CODE	ESCROW CODE	PROPERTY REFERENCE NUMBER

PROPERTY ADDRESS: EXEMPTIONS:

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE AMOUNT	TAXES LEVIED

TOTAL MILLAGE AD VALOREM TAXES

LEGAL DESCRIPTION

NON-AD VALOREM ASSESSMENTS

TAXING AUTHORITY	RATE	AMOUNT

NON-AD VALOREM ASSESSMENTS

Pay online at EscambiaTaxCollector.com

Payments must be in U.S. funds drawn from a U.S. bank

COMBINED TAXES AND ASSESSMENTS

RETAIN FOR YOUR RECORDS

DETACH HERE AND RETURN THIS PORTION WITH YOUR PAYMENT

ACCOUNT NUMBER
PROPERTY ADDRESS

Make checks payable to:

Scott Lunsford, CFC
Escambia County Tax Collector
P.O. BOX 1312
PENSACOLA, FL 32591

Pay online at EscambiaTaxCollector.com

Payments in U.S. funds from a U.S. bank

PAY ONLY ONE AMOUNT
AMOUNT IF PAID BY
AMOUNT IF PAID BY
AMOUNT IF PAID BY
AMOUNT IF PAID BY
AMOUNT IF PAID BY

DO NOT FOLD, STAPLE, OR MUTILATE

GULF POWER CO
1 ENERGY PL
PENSACOLA, FL 32520-0093

GULF POWER CO
1 ENERGY PL
PENSACOLA, FL 32520-0093

REAL ESTATE

REAL ESTATE

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DO NOT FOLD, STAPLE, OR MUTILATE

BEG AT SW COR OF CRIST STEAM PLANT PROP DB
171 P 277 N 89 DEG 14 MIN 23 SEC E AL
See Additional Legal on Tax Roll

Scott Lunsford, CFC • Escambia County Tax Collector

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SCAN TO PAY ONLINE

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TOTAL MILLAGE AD VALOREM TAXES

LEGAL DESCRIPTION

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TAXING AUTHORITY	RATE	AMOUNT

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Payments in U.S. funds from a U.S. bank

PAY ONLY ONE AMOUNT
AMOUNT IF PAID BY
AMOUNT IF PAID BY
AMOUNT IF PAID BY
AMOUNT IF PAID BY
AMOUNT IF PAID BY

DO NOT FOLD, STAPLE, OR MUTILATE

100 FT BY 6502 FT ACROSS SEC DB 171 P 538

PAY DELINQUENT TAXES BY CASH, CASHIER'S CHECK OR MONEY ORDER

Jul 31, 2019
0.00
If R[illegible]VD

PAY DELINQUENT TAXES BY CASH, CASHIER'S CHECK OR MONEY ORDER

Please see accompanying report attached to this application.

Florida Master Site File TRS Search

Preliminary Investigation of Previously Recorded Cultural Resources

To request a search for previously recorded cultural resources, fill in the **Township** (circle North or South), **Range** (circle East or West), & **Section** number(s) of your project area.

Please include a photocopy of the appropriate USGS quad map with your project area clearly marked.

Township: 1N (North **or** South) ***Range***: 30W (East **or** West)

Sections (include all affected): 25

County (include all affected): Escambia **USGS Quad** (if known):_____

Township: _____ (North **or** South) ***Range***: _____ (East **or** West)

Sections (include all affected): _____

County (include all affected): _____ **USGS Quad** (if known):_____

Township: _____ (North **or** South) ***Range***: _____ (East **or** West)

Sections (include all affected): _____

County (include all affected): _____ **USGS Quad** (if known):_____

Township: _____ (North **or** South) ***Range***: _____ (East **or** West)

Sections (include all affected): _____

County (include all affected): _____ **USGS Quad** (if known):_____

Return To: Name: _____

Organization: _____

Phone: _____ Fax: _____

Address: _____

_____

Email: _____

Agency/Permit/Project requiring search: _____

Florida Master Site File

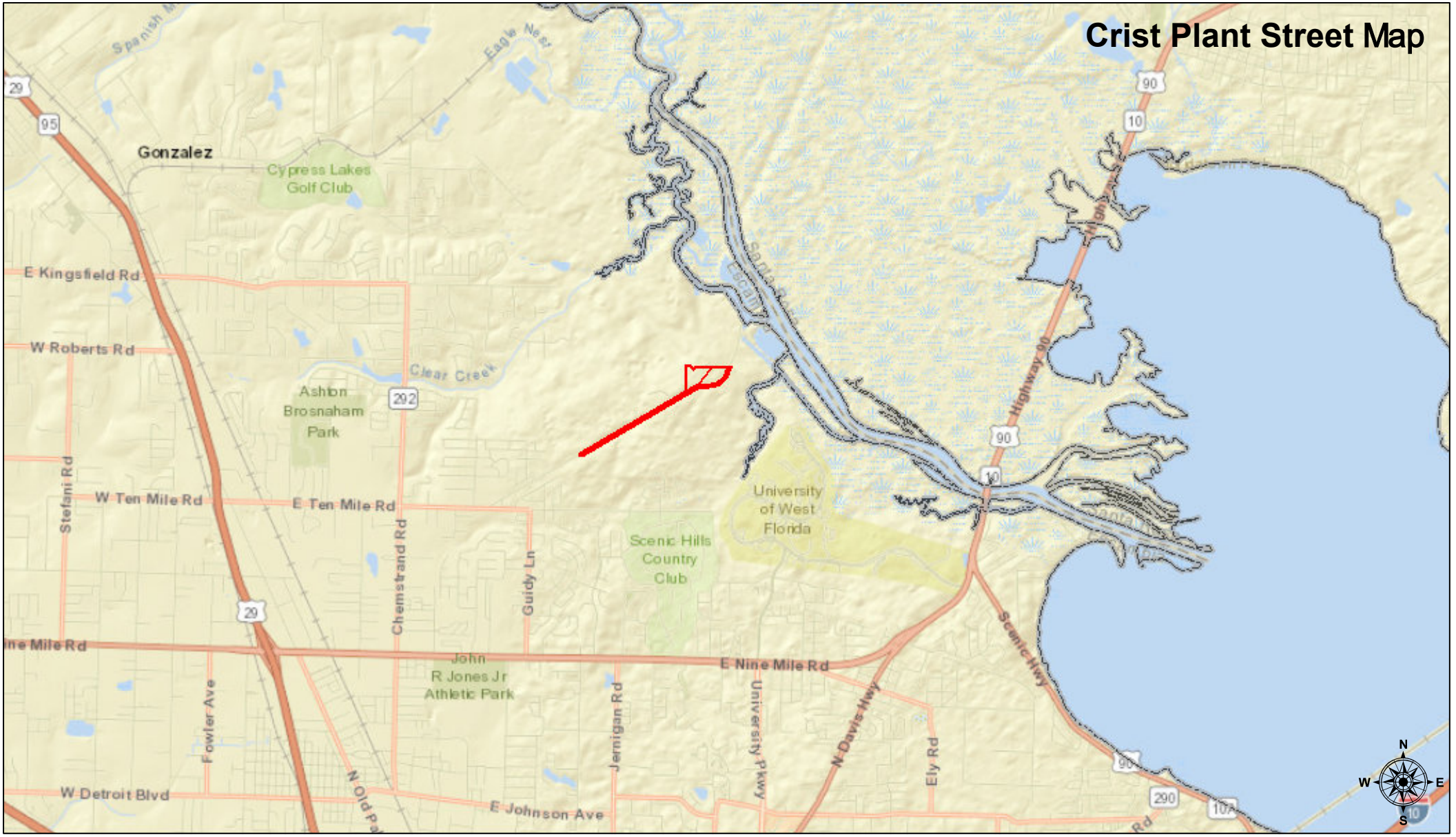
Division of Historical Resources / R.A. Gray Building

500 South Bronough St., Tallahassee, Florida 32399-0250

Phone 850.245.6440 / Fax 850.245.6439 / Email sitefile@dos.state.fl.us

Office Use Only --H:\DEV SRVCS\FOR-000 Forms\Application Packet Forms-2016\Large & Small Scale Admendment\FLU Application New Fees 6_05_17.docx

(Note: print from Adobe (.pdf) version)



July 11, 2019

polygonLayer

Override 1

County Outline

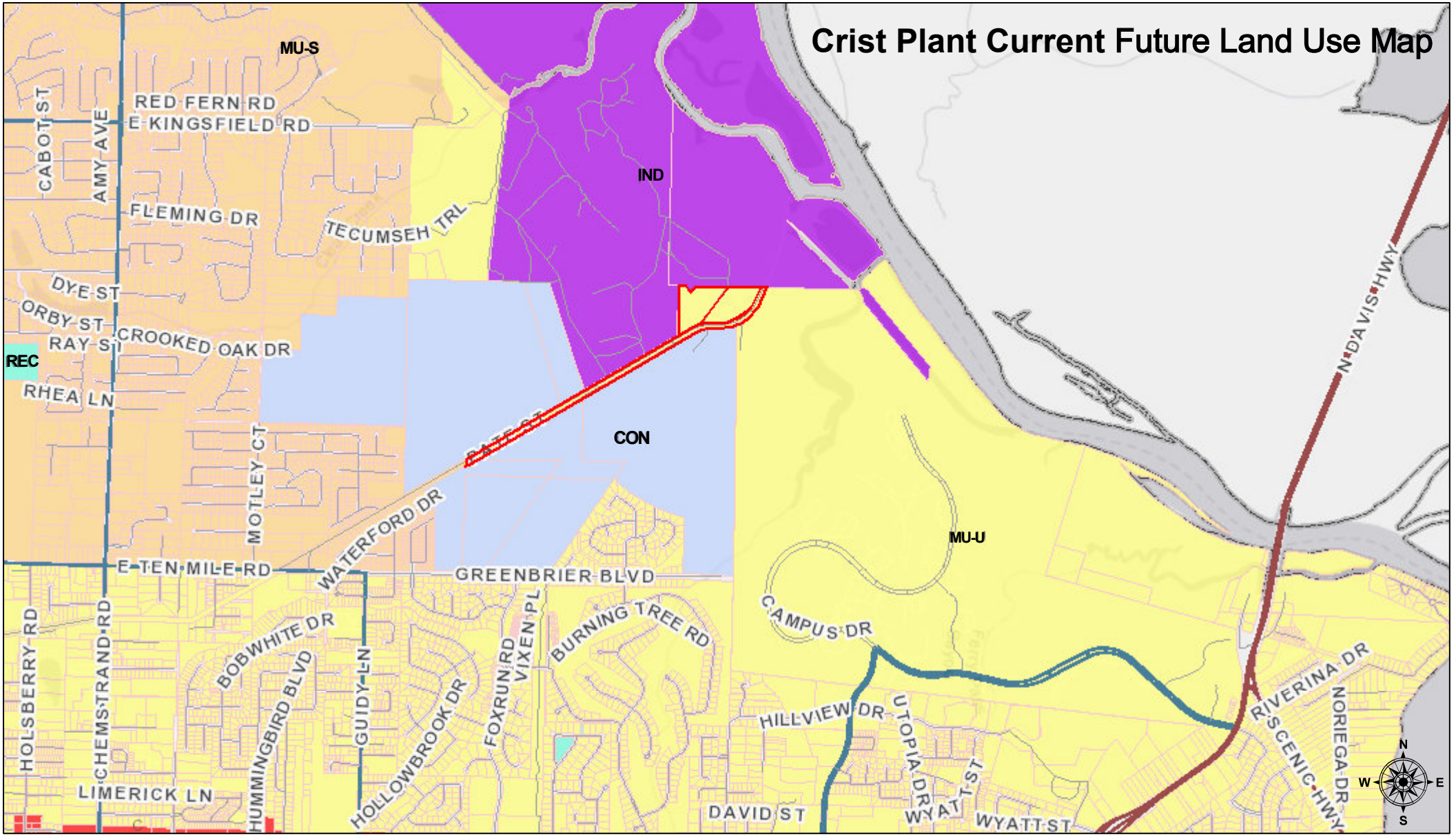
Subject Parcels

1:66,092

0 0.5 1 2 mi

0 0.75 1.5 3 km

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community



July 11, 2019

polygonLayer

Override 1

Streets

PRINCIPAL ARTERIAL

MINOR ARTERIAL

COLLECTOR

LOCAL ROAD

Parcels

SUBJECT PARCELS

1:33,046

0 0.275 0.55 1.1 mi

0 0.45 0.9 1.8 km

Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community

CULTURAL RESOURCES DESKTOP ANALYSIS OF THE GULF POWER CRIST PLANT PROPERTY, ESCAMBIA COUNTY, FLORIDA

CONSULTANT:	SEARCH
	700 N. 9th Avenue, Pensacola, Florida 32501
PRINCIPAL INVESTIGATOR:	Steve RabbySmith, MA, RPA
ARCHAEOLOGIST:	Jessica Barnett, MS, RPA
CLIENT:	Gulf Power Company
DATE:	September 2017

In September 2017, SEARCH completed a desktop analysis of the Gulf Power Crist Plant property in Escambia County, Florida. This desktop review was conducted at the request of Gulf Power as part of a periodic status report on the power plant conditions. The total study area is approximately 917 acres (371 hectares) and is currently the site of an active power plant located just above the western bank of the Escambia River in eastern Escambia County (**Figure 1**). The present desktop analysis was conducted with the purpose of identifying cultural resource potential and previously recorded historic properties, including those that are listed, or may be eligible for listing, in the National Register of Historic Places (NRHP).

The Florida Master Site File (FMSF) database was reviewed for any previous surveys or previously recorded resources (**Figure 2**). This review also includes an assessment of archaeological site probability, which was based on soil drainage (**Figure 3**), distance to water, topography, and prior disturbance. In addition, historic maps and aerial photographs were reviewed to determine if historic age structures (minimum of 50 years old) are located in the study area (**Figures 4-6**). For the purposes of this desktop analysis, the study area was defined as Gulf Power Company's property encompassing the Crist Plant.

Review of the FMSF database (updated July 2017) indicates that 11 previously conducted cultural resources surveys and one previously conducted data recovery project intersect the study area. These investigations are listed in **Table 1**. In addition to previously recorded site locations, **Figure 2** depicts the locations of previously conducted surveys contained in the FMSF GIS data. Six of the previously conducted investigations documented cultural resources within the present study area. Cultural resources consist of 11 archaeological sites (see **Figure 2**; **Table 2**). Four of these sites were initially documented during reconnaissance level studies carried out by the University of West Florida (UWF), including an archaeological research project for the Escambia Bay drainage basin (FMSF Survey No. N/A), a northwest Florida mill site survey (FMSF Survey No. 3533), and a reconnaissance survey for colonial period sites in west Florida (FMSF Survey No. 6112). These studies identified a prehistoric Pensacola period and possible Woodland and Archaic period midden site (8ES00957), a Woodland period artifact scatter (8ES01041), a twentieth-century American site (8ES01957), and two sites with prehistoric, colonial, and American period components (8ES02949 and 8ES02950). Among these sites, 8ES02949 and 8ES02950 were evaluated as potentially eligible by the State Historic

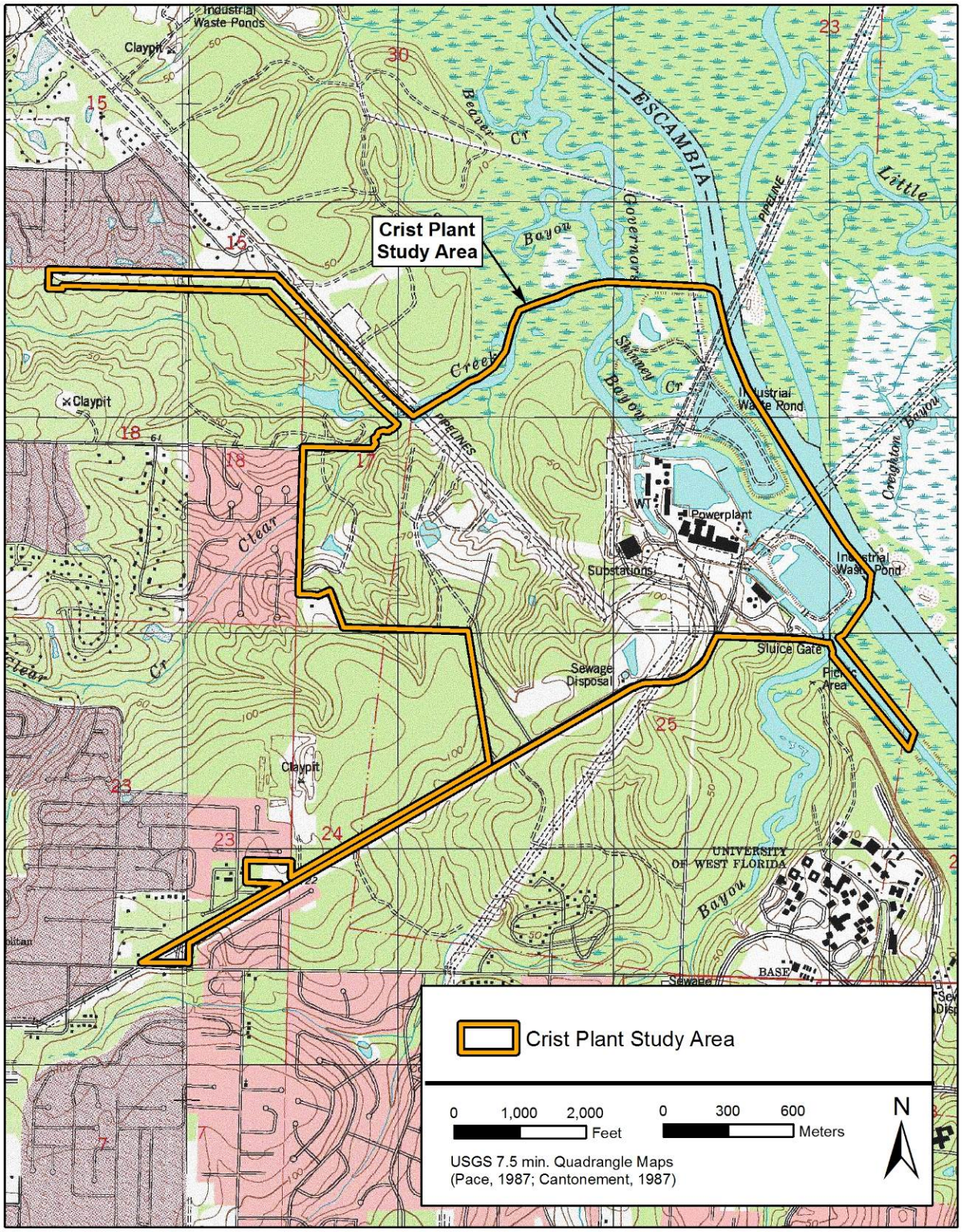


Figure 1. Gulf Power Crist Plant study area.

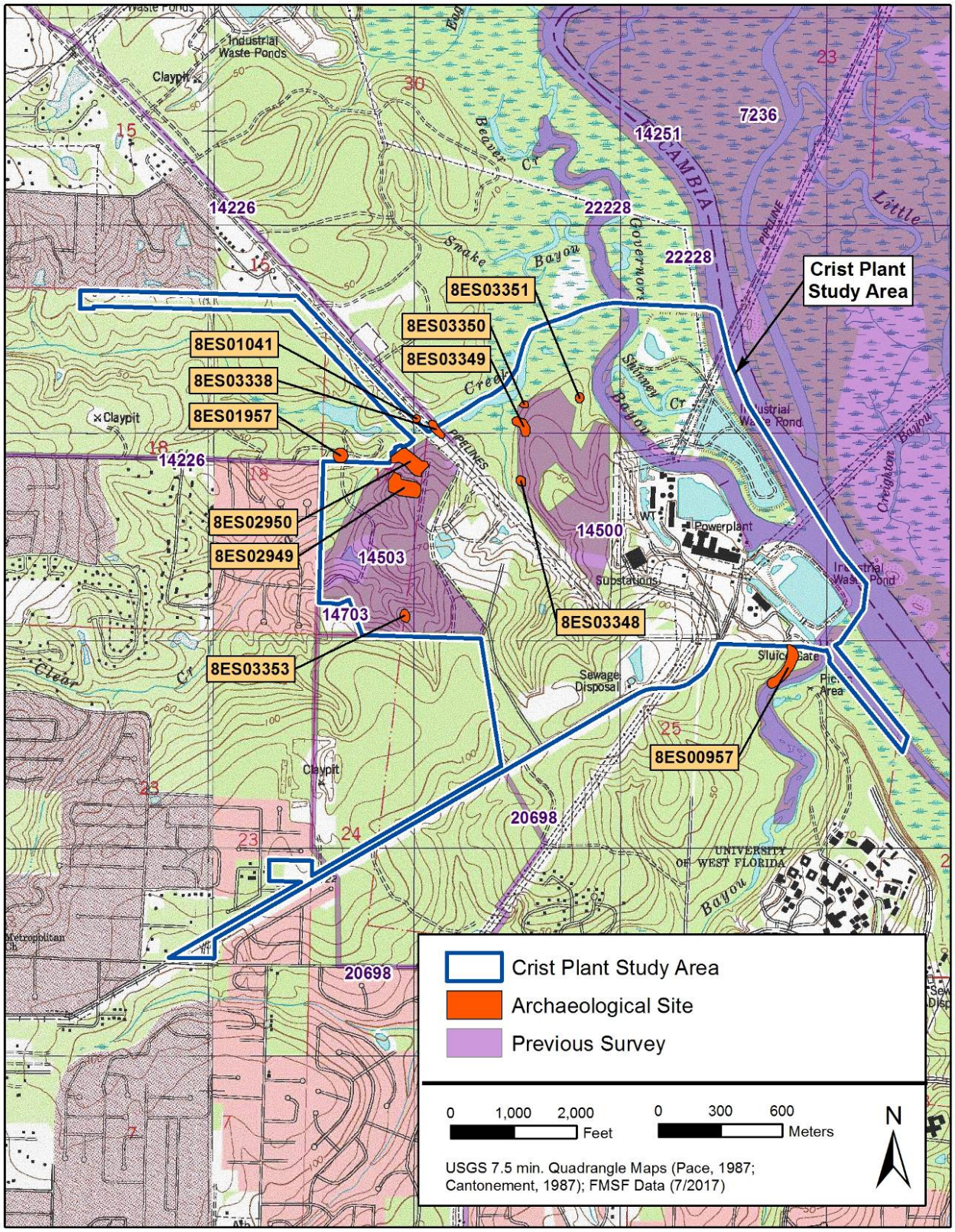


Figure 2. Previously recorded sites within the Gulf Power Crist Plant study area.

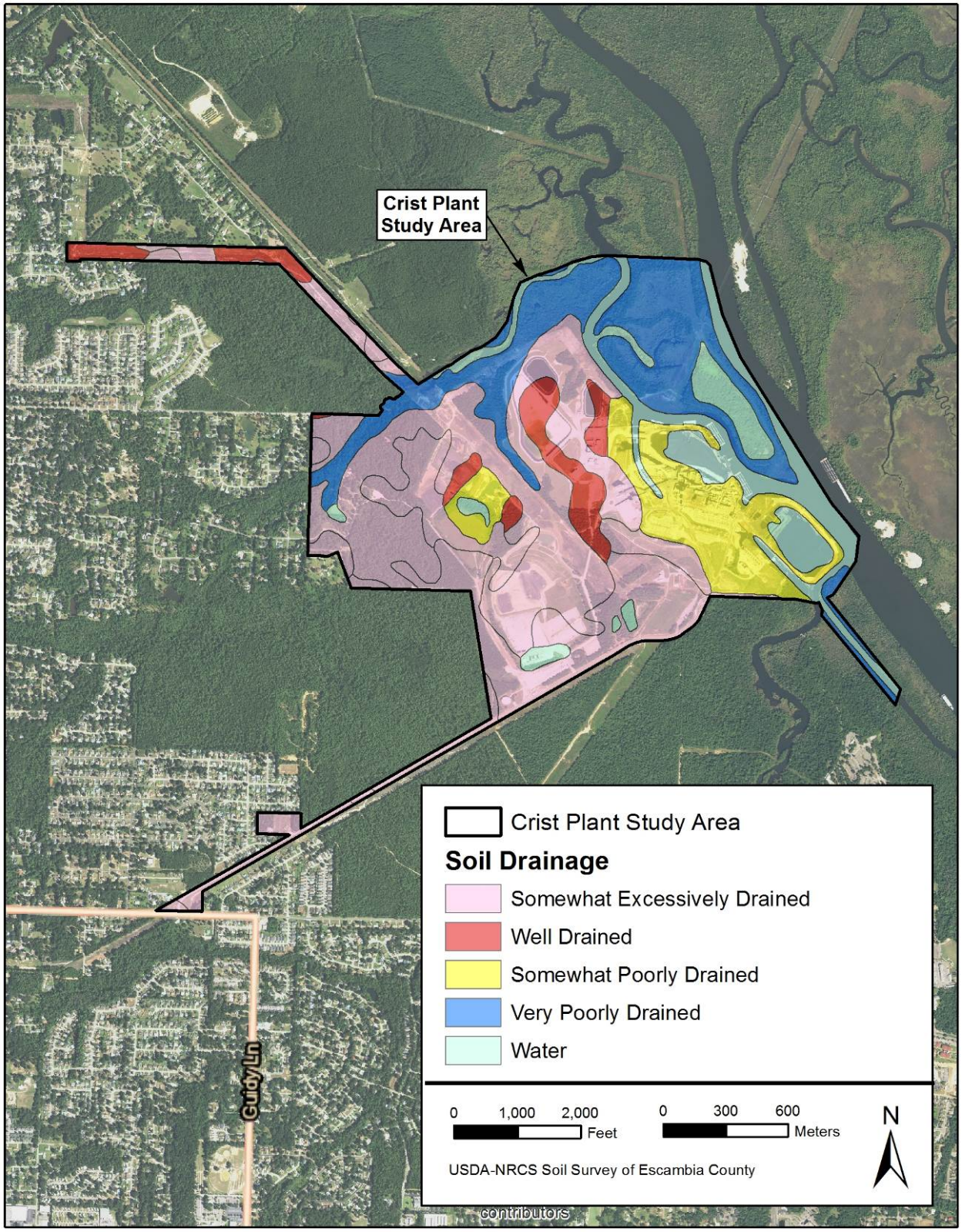


Figure 3. Soil drainage for the Gulf Coast Crist Plant study area.

Figure 4. 1890 Norton map depicting the study area.

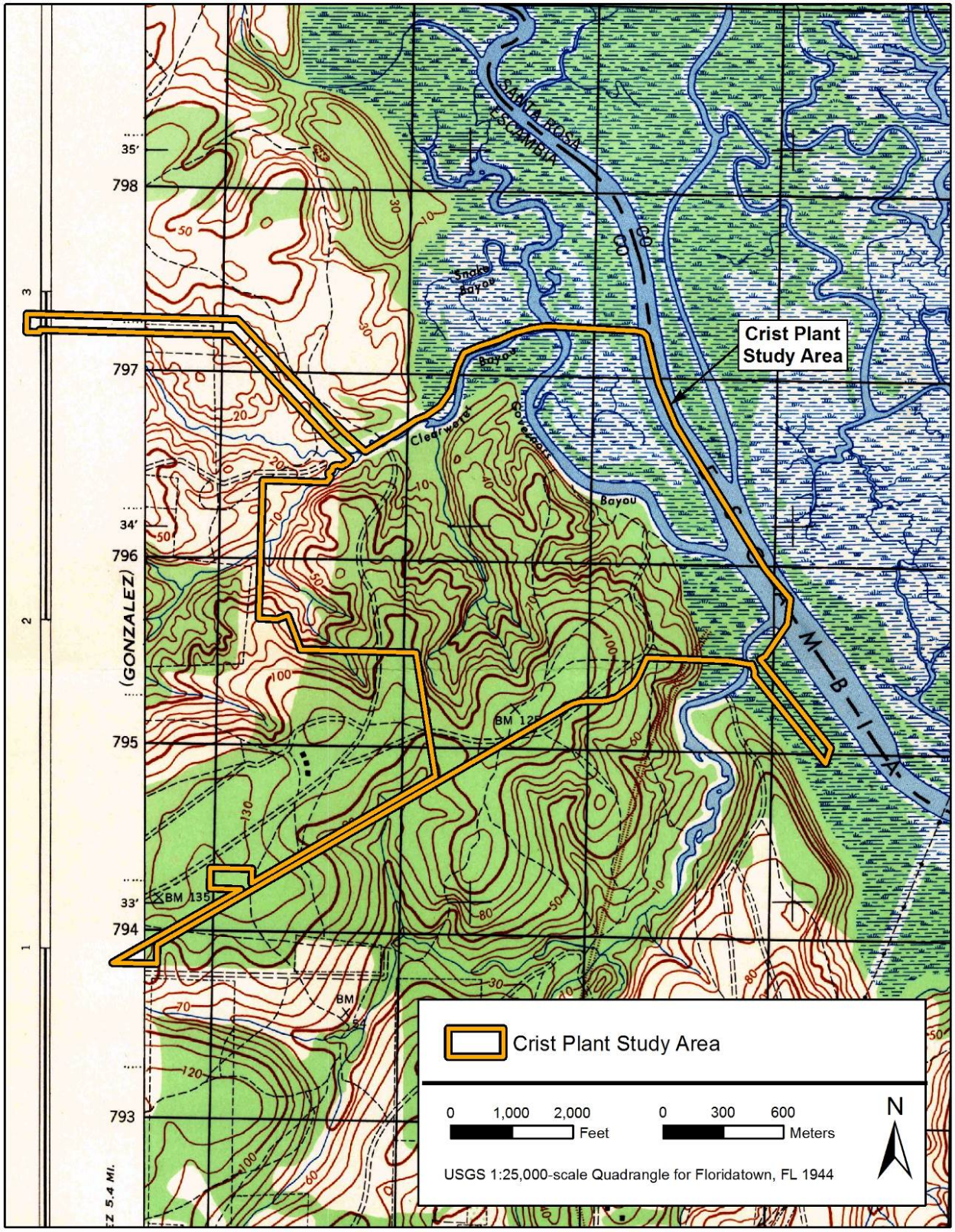


Figure 5. 1944 USGS quadrangle map depicting the study area.

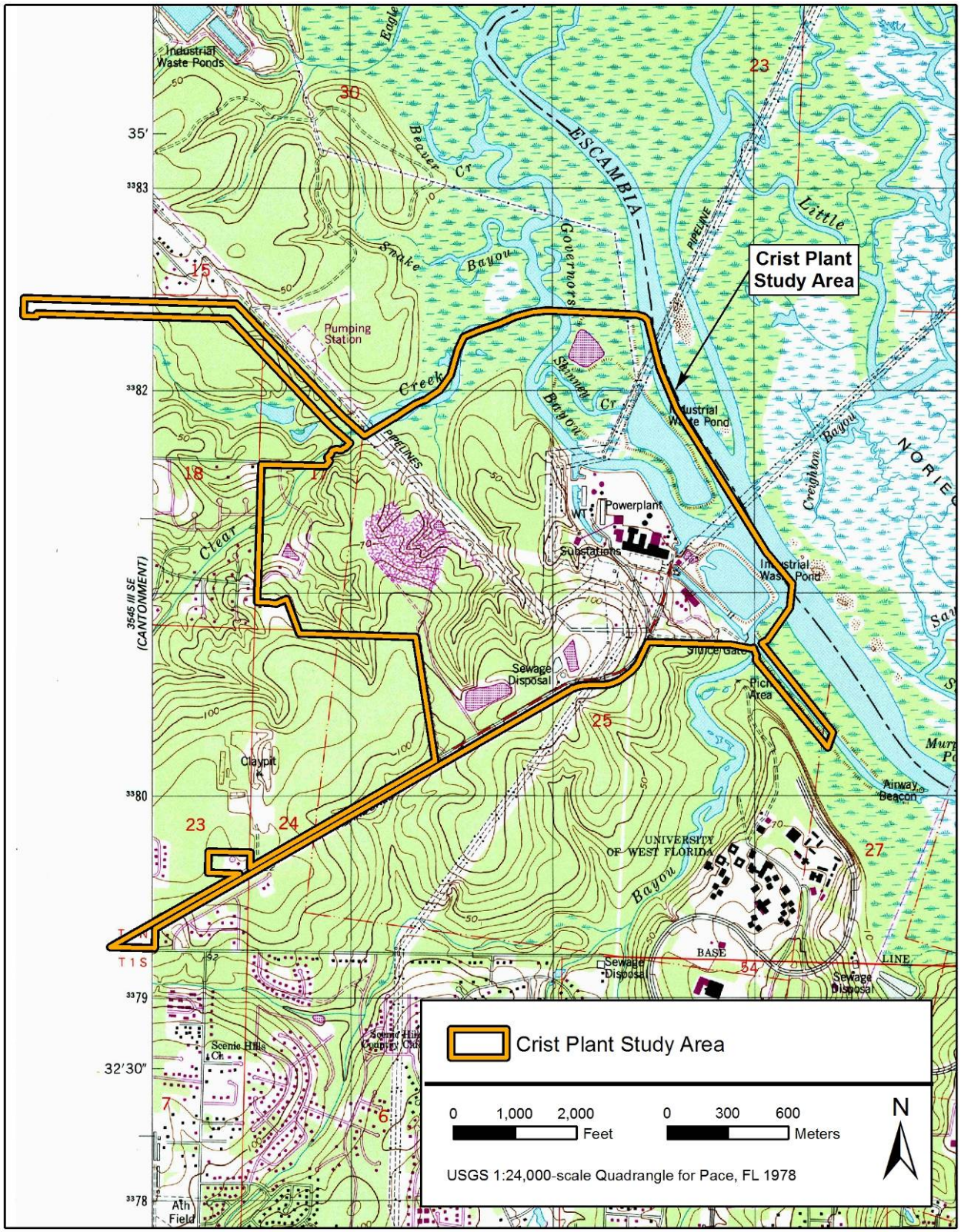


Figure 6. 1978 USGS quadrangle map depicting the study area.

Table 1. Previous Cultural Resources Investigations Intersecting the Gulf Power Crist Power Plant Study Area.

FMSF No.	Title	Date	Author
N/A	Escambia Bay Drainage Archaeological Research Project	1985	UWF
3533	Northwest Florida Mill Survey	1993	UWF
6112	Colonial Site Reconnaissance in West Florida	2000	UWF
7236	Pace Area Historic Preservation Plan	2002	UWF
14226	Phase I Archaeological and Historical Survey of the Proposed Emerald Coast Utilities Authority Main Street WWTP Relocation Pipeline Routes, Lift Stations, Rapid Infiltration Basins, and Central Water Reclamation Facility Addition, Escambia County, Florida	2007	PCI
14251	Underwater Remote Sensing and Terrestrial Cultural Resources Survey, Escambia River Channel and Mackey Island Disposal Area, Escambia County, Florida	2005	d'Aigle, Robert P.
14500	An Archaeological and Historical Survey of the 69-Acre Gypsum Site 1, Gulf Power Company Crist Plant, Escambia County, Florida	2007	PCI
14503	An Archaeological and Historical Survey of the 96 Acre Gypsum Site 2, Gulf Power Company Crist Plant, Escambia County, Florida	2007	PCI
14703	Clements Realignment Addendum to an Archaeological and Historical Survey of the Proposed Emerald Coast Utilities Authority Main Street WWTP Relocation Pipeline Routes, Lift Stations, Rapid Infiltration Basins, and Central Water Reclamation Facility Addition, Escambia County, Florida	2007	PCI
16543	Archaeological Mitigation of Sites 8ES02949 and 8ES02950, Gulf Power Company Crist Plant, Escambia County, Florida	2009	PCI
20698	Option 3 Pipeline Re-route Addendum to an Archaeological and Historical Survey of Proposed Emerald Coast Utilities Authority Main Street WWTP Relocation Pipeline Routes, Lift Stations, Rapid Infiltration Basins, and Central Water Reclamation Facility Add	2007	PCI
22228	Archaeological Reconnaissance Survey of the Escambia River, Deadhead Logging Recovery, from Chumuckla Springs to Escambia Bay in Pensacola, Florida	2009	Franklin, Marianne

Table 2. Previously Recorded Cultural Resources within the Gulf Power Crist Plant Study Area.

FMSF No.	Site Name	Time Period	Surveyor Evaluation	SHPO Evaluation
8ES00957	Gulf Power	Pensacola	Insufficient Information	Not Evaluated
8ES01041	Clear Creek 1	Prehistoric; Weeden Island AD 450–1000	Insufficient Information	Not Evaluated
8ES01957	LM 92-124	Twentieth-century American	Insufficient Information	Not Evaluated
8ES02949	Clear Creek Upland	Prehistoric with ceramics; British 1763–1783; Second Spanish Period 1783–1821; American Territorial 1824–1845	Eligible	Eligible
8ES02950	Clear Creek Terrace	Archaic; prehistoric with ceramic; British 1763–1783; Second Spanish Period 1783–1821; American Territorial 1824–1845; African American	Eligible	Eligible
8ES03338	Clear Creek Tram	Nineteenth-century American 1821–1899; Poss. twentieth-century, American	Insufficient Information	Potentially Eligible
8ES03348	GP Gypsum 1.1	Prehistoric with ceramics; Woodland	Ineligible	Ineligible
8ES03349	GP Gypsum 1.2	Weeden Island AD 450–1000; Weeden Island II	Ineligible	Ineligible

Table 2. Previously Recorded Cultural Resources within the Gulf Power Crist Plant Study Area.

FMSF No.	Site Name	Time Period	Surveyor Evaluation	SHPO Evaluation
8ES03350	GP Gypsum 1.3	Archaic; Prehistoric with ceramics	Ineligible	Ineligible
8ES03351	GP Gypsum 1.4	Prehistoric with ceramics; Woodland	Ineligible	Ineligible
8ES03353	GP Gypsum 2.1	Prehistoric with ceramics; Woodland	Ineligible	Ineligible

Preservation Officer (SHPO). Sites 8ES00957, 8ES01041, and 8ES01957 were not evaluated as part of these reconnaissance investigations.

Four of the sites within the study area (8ES03348, 8ES03349, 8ES03350, and 8ES03351) were recorded as part of Panamerican Consultants Inc.'s (PCI) 2007 survey of the Gypsum Site 1 (FMSF Survey No. 14500), which investigated the northern and central portions of the current study area. All four sites were identified as prehistoric, with three containing pottery most likely dating to the Weeden Island period (see **Table 2**). All four sites were determined ineligible for the NRHP by the SHPO.

In 2007, PCI conducted another survey within the Gulf Power Crist Plant property for the Gypsum Site 2 project (FMSF Survey No. 14503), which covered much of the western portion of the present study area. PCI recorded one previously unrecorded site, 8ES03353, and revisited three previously recorded sites, 8ES01041, 8ES02949, and 8ES02950. 8ES03353 was documented as a light density prehistoric artifact scatter, possibly dating to the Woodland Period. This site was evaluated as ineligible for the NRHP by SHPO. PCI found no evidence of 8ES01041 in its previously plotted location, and, therefore, there was insufficient information to assess the site for the NRHP. Sites 8ES02949 and 8ES02950 were considered eligible by the surveyors and by the SHPO as having the rare potential to provide important information to prehistory and history (Criterion D). Because these sites were to be adversely affected by construction, PCI conducted data recovery excavations in 2008 during FMSF Survey No. 16543. These sites were deemed to be adequately mitigated as a result of the data recovery.

Site 8ES03338 was documented during the survey for the relocation of the Emerald Coast Utility Authority wastewater treatment plant relocation project carried out by PCI in 2007 (FMSF Survey No. 14226). The site is a nineteenth-century tram or log pen dam believed to be affiliated with McVoy's Mill Site (8ES01965), a nineteenth- and twentieth-century NRHP eligible resource located immediately upstream. SHPO evaluated the site as potentially eligible for the NRHP.

An assessment for probability on the Gulf Power Crist Plant property examined a number of environmental variables, including soil drainage, topography, and proximity to fresh water. Soils in the study area are primarily somewhat excessively drained and well drained, particularly along the ridges and ridge slopes that occupy the majority of the western half of the Crist Plant property. This area also offers the best relief from the low lying marshes and flood plains associated with Escambia River and the tributaries that dissect the Crist Plant property, including Governors Bayou and Clear Creek. Soil drainage near these streams and marshes are very poorly drained to somewhat poorly drained. These conditions exist primarily along the

eastern and northern portions of the study area. Based on the physical setting of the study area, much of the western half presents a high probability for cultural resources, as demonstrated by the high number of previously documented sites in the area. Because of the low topography, poor soil drainage, and disturbance from construction of the Crist Plant, the eastern portions of the study area have a low probability for terrestrial archaeological sites. However, the potential for submerged sites is moderate to high.

Various maps and other documentation were reviewed to assess the potential for historic resources in the study area and to better understand the historic development in the vicinity. The Crist Plant was brought online in January 1945 by the Gulf Power Company. Named for James F. Crist, the president of Gulf Power from 1948 to 1955, the coal-powered plant provides energy for customers throughout northwest Florida. The earliest map examined during the present study (Norton 1890; see **Figure 4**) shows little detail, but does indicate railroads, major hydrological features, and a number of communities in the vicinity, including Ferry Pass, Gonzales, Powelton, and Escambia. The 1944 US Geological Survey (USGS) *Floridatown, Fla.* 7.5 minute topographic map depicts the study area just prior to construction of the Crist Plant. This map indicates no development within the study area and only an isolated concentration of buildings in the vicinity west of the study area. The 1978 USGS *Pace, Fla.* 7.5 minute topographic map depicts the power plant, along with substations, transmission lines, fuel pipelines, a water tower, several industrial waste ponds, and sewage disposal areas. The UWF campus appears approximately one-half mile to the south, and residential development is scattered across the surrounding area.

CONCLUSIONS AND RECOMMENDATIONS

This desktop review of the Gulf Power Crist Plant property indicates a substantial number of previous intensive cultural resources surveys, as well as reconnaissance level investigations, that have occurred across significant portions of the property. These studies have identified 11 archaeological sites, including those with prehistoric, colonial, and American period cultural components. SHPO has evaluated all but five of these sites as ineligible for the NRHP. Three sites (8ES00957, 8ES01041, and 8ES01957) have not been evaluated, and two (8ES02949 and 8ES02950) were determined to be eligible for the NRHP. Sites 8ES02949 and 8ES02950 were subject to data recovery in 2008 to mitigate impacts from the Gypsum Site 2 project and should require no further consideration. As warranted, the unevaluated sites 8ES00957, 8ES01041, and 8ES01957 should be further examined to ascertain the potential for inclusion in the NRHP. In addition, should ground-disturbing activity occur in any of the few remaining unsurveyed portions of the Crist Plant property, a cultural resources survey should be performed prior to ground disturbance. Historic maps indicate little potential for historic buildings or structures in many parts of the study area; however, portions of the Crist Plant facility were completed in 1945 and, therefore, meet the minimum 50-year age requirement for NRHP consideration. As warranted by future alterations or development, the Crist Plant should be surveyed as an architectural feature and assessed for inclusion in the NRHP.

REFERENCES CITED

d'Aigle, Robert P.

2005 *Underwater Remote Sensing and Terrestrial Cultural Resource Survey, Escambia River Channel and Mackey Island Disposal Area, Escambia County, Florida.* Florida Master Site File Survey No. 14251. On file, Florida Division of Historical Resources, Tallahassee.

Franklin, Marianne

2009 *Archaeological Reconnaissance Survey of the Escambia River, Deadhead Logging Recovery, from Chumuckla Springs to Escambia Bay in Pensacola, FL.* Florida Master Site File Survey No. 22228. On file, Florida Division of Historical Resources, Tallahassee.

Norton, Charles Ledyard

1890 *A Handbook of Florida* (Map of the Vicinity of Pensacola). Electronic document, historicalmaps.arcgis.com/usgs/, accessed September 12, 2017.

Panamerican Consultants, Inc. (PCI)

2007a *Archaeological and Historical Survey of the Proposed Emerald Coast Utilities Authority Main Street WWTP Relocation Pipeline Routes, Lift Stations, Rapid Infiltration Basins, and Central Water Reclamation Facility Addition, Escambia County, Florida.* Florida Master Site File Survey No. 14226. On file, Florida Division of Historical Resources, Tallahassee.

2007b *An Archaeological and Historical Survey of the 69-Acre Gypsum Site 1, Gulf Power Company Crist Plant, Escambia County, Florida.* Florida Master Site File Survey No. 14500. On file, Florida Division of Historical Resources, Tallahassee.

2007c *An Archaeological and Historical Survey of the 96.84-acre Gypsum Site 2, Gulf Power Company Crist Plant, Escambia County, Florida*. Florida Master Site File Survey No. 14503. On file, Florida Division of Historical Resources, Tallahassee.

2007d *Option 3 Pipeline Re-Route Addendum to an Archaeological and Historical Survey of the Proposed Emerald Coast Utilities Authority Main Street WWTP Relocation Pipeline Routes, Lift Stations, Rapid Infiltration Basins, and Central Water Reclamation Facility Addition, Escambia County, Florida.* Florida Master Site File Survey No. 20698. On file, Florida Division of Historical Resources, Tallahassee.

2007e Clements Realignment Addendum to *Archaeological and Historical Survey of the Proposed Emerald Coast Utilities Authority Main Street WWTP Relocation Pipeline Routes, Lift Stations, Rapid Infiltration Basins, and Central Water Reclamation Facility Addition, Escambia County, Florida.* Florida Master Site File Survey No. 14703. On file, Florida Division of Historical Resources, Tallahassee.

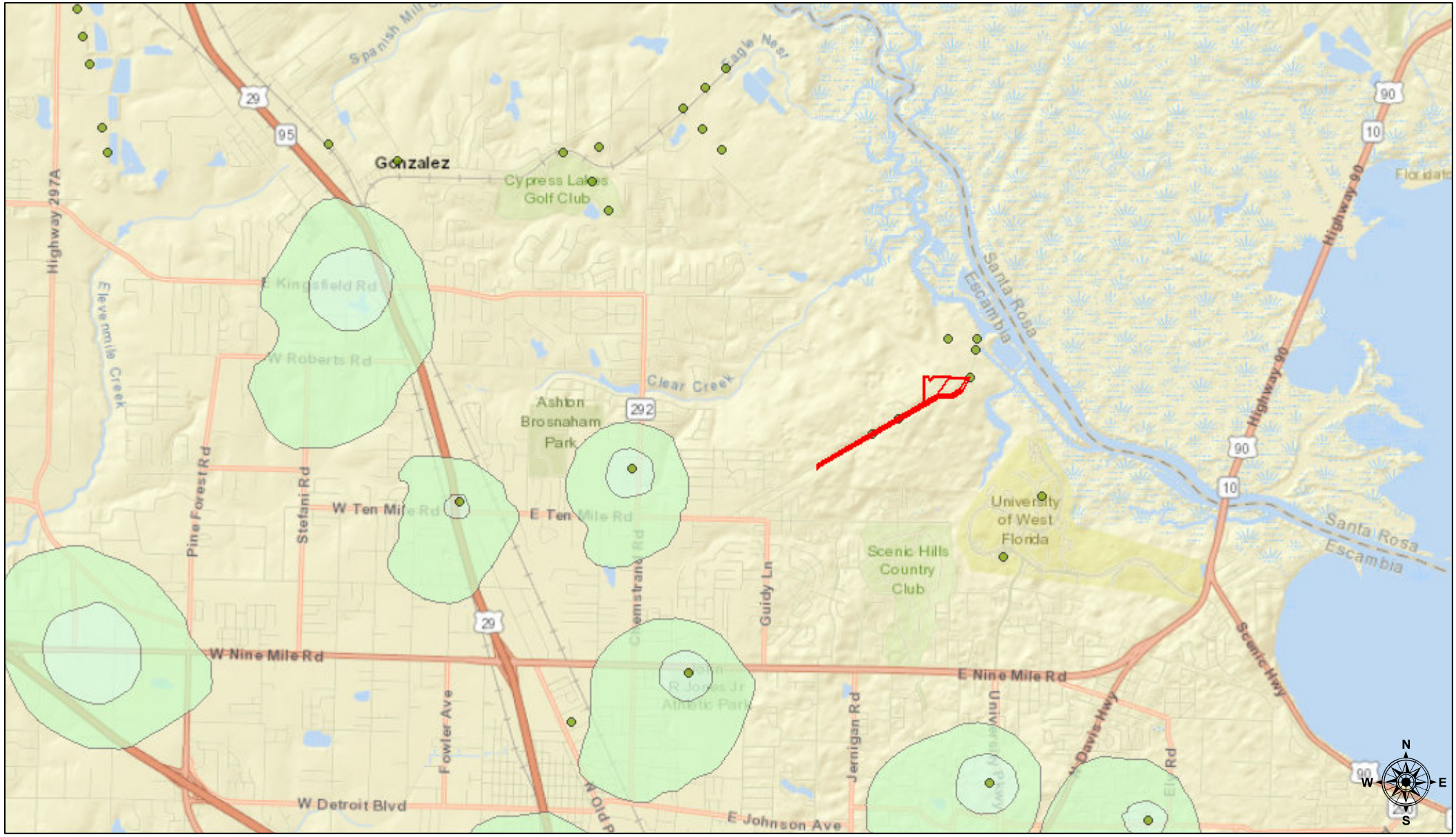
2009 *Archaeological Mitigation of Sites 8ES02949 and 8SES02950, Gulf Power Company Crist Plant, Escambia County Florida.* Florida Master Site File Survey No. 16543. On file, Florida Division of Historical Resources, Tallahassee.

US Department of Agriculture – Natural Resources Conservation Service (USDA-NRCS)
2017 *Soil Survey of Escambia County.* Electronic document, https://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/survey/, accessed September 12, 2017.

US Geological Survey (USGS)
1944 *Floridatown Quadrangle.* Electronic document, historicalmaps.arcgis.com/usgs/, accessed September 12, 2017.
1978 *Pace Quadrangle.* Electronic document, historicalmaps.arcgis.com/usgs/, accessed September 12, 2017.

University of West Florida (UWF)
1985 *Escambia Bay Drainage Archaeological Research Project.* University of West Florida, Pensacola.
1993 *Northwest Florida Mill Survey.* Florida Master Site File Survey No. 3533. On file, Florida Division of Historical Resources, Tallahassee.
2000 *Colonial Site Reconnaissance in West Florida*. Florida Master Site File Survey No. 6112. On file, Florida Division of Historical Resources, Tallahassee.
2002 *Pace Area Historic Preservation Plan*. Florida Master Site File Survey No. 7236. On file, Florida Division of Historical Resources, Tallahassee.

Wellhead Protection Zones



July 12, 2019

polygonLayer

Override 1

Well Head Protection Area Wells

Well Head Protection Area - 7 Year

Well Head Protection Area - 20 Year

Subject Parcels

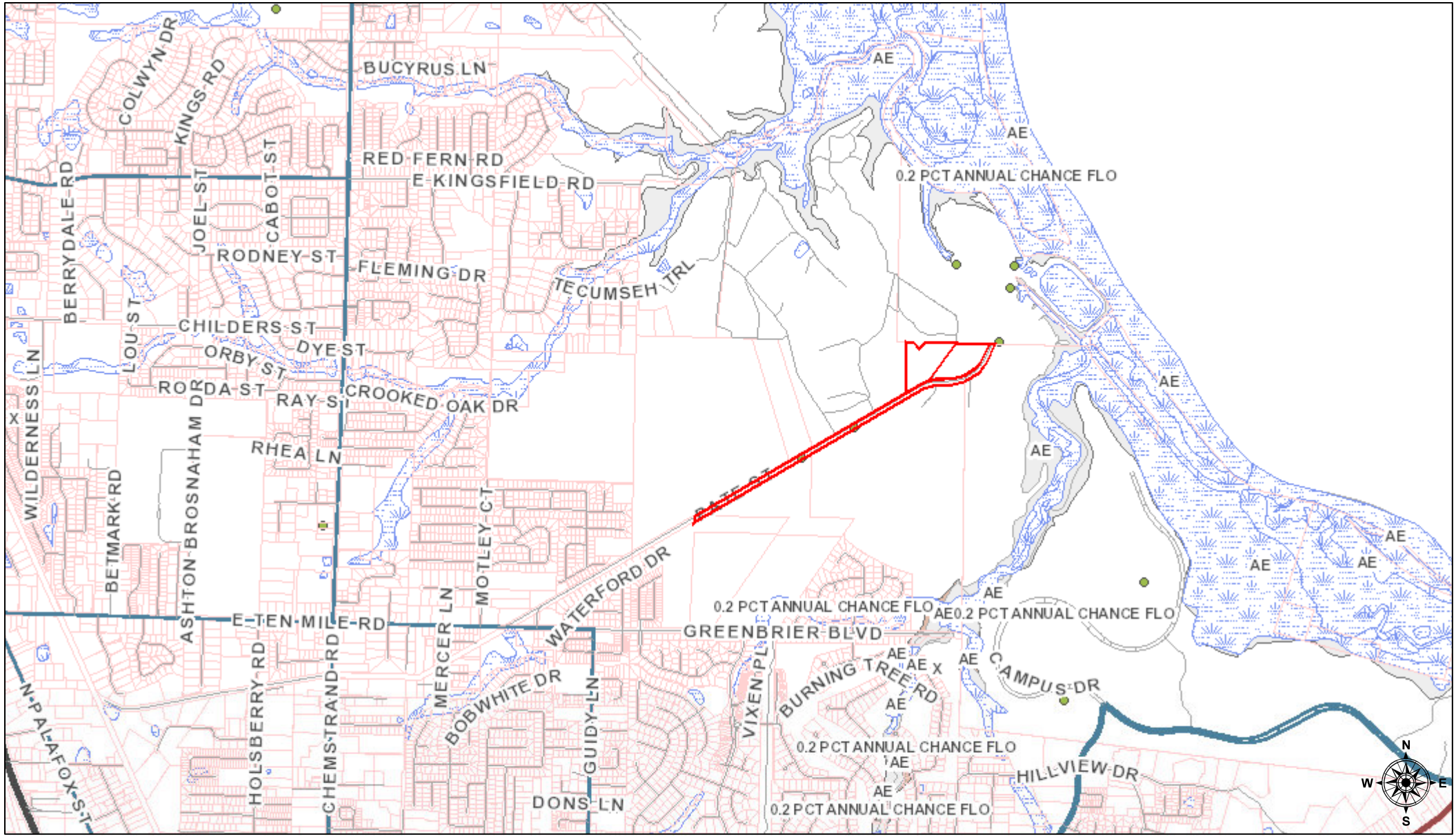
1:66,092

0 0.5 1 2 mi

0 0.75 1.5 3 km

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

Flood Zone and Wetlands Map



July 12, 2019

1:33,046

0 0.275 0.55 1.1 mi

0 0.45 0.9 1.8 km

polygonLayer

Override 1

Streets

- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- Parcels
- Well Head Protection Area Wells
- Subject Parcels
- Wetlands
- Flood Zones

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

LEGAL DESCRIPTION:

PARCEL 1

Commence at the southwest corner of the Crist Steam Plant Property according to the deed recorded in Deed Book 171 at page 277 of the public records of Escambia County, Florida; thence North 89 degrees 14'23" East along the south line of said Crist Steam Plant Property for a distance of 453.39 feet to the point of beginning; thence continue North 89 degrees 14'23" East along said south line for a distance of 655.01 feet; South 23 degrees 42'23" West for a distance of 304.87 feet to the point of curvature of a circular curve concave to the northwest, having a radius of 569.08 feet and a central angle of 30 degrees 28'21"; thence Southwesterly along the arc of said curve (chord distance of 299.11 feet and chord bearing of South 38 degrees 56'34" West) for an arc distance of 302.66 feet to the point of tangency of said curve; thence South 54 degrees 10'45" West for a distance of 101.50 feet to the point of curvature of a circular curve concave to the northwest, having a radius of 573.49 feet and central angle of 31 degrees 10'34"; thence Southwesterly along the arc of said curve (a chord distance of 308.23 feet and a chord bearing of South 69 degrees 46'05" West) for an arc distance of 312.06 feet to the point of tangency of said curve; thence South 85 degrees 21'25" West for a distance of 273.80 feet to the point of curvature of a circular curve concave to the southeast, having a radius of 682.70 feet and central angle of 16 degrees 17'53"; thence Southwesterly along the arc of said curve (a chord distance of 193.54 feet and a chord bearing of South 77 degrees 12'28" West) for an arc distance of 194.20 feet; thence North 33 degrees 34'23" East for a distance of 881.94 feet to the point of beginning; containing 10.60 acres, more or less, and all lying and being in Section 25, Township 1 North, Range 30 West, Escambia County, Florida. Subject to a 250 foot wide Gulf Power Company Easement and a 150' Gulf Power Company Easement.

PARCEL 2

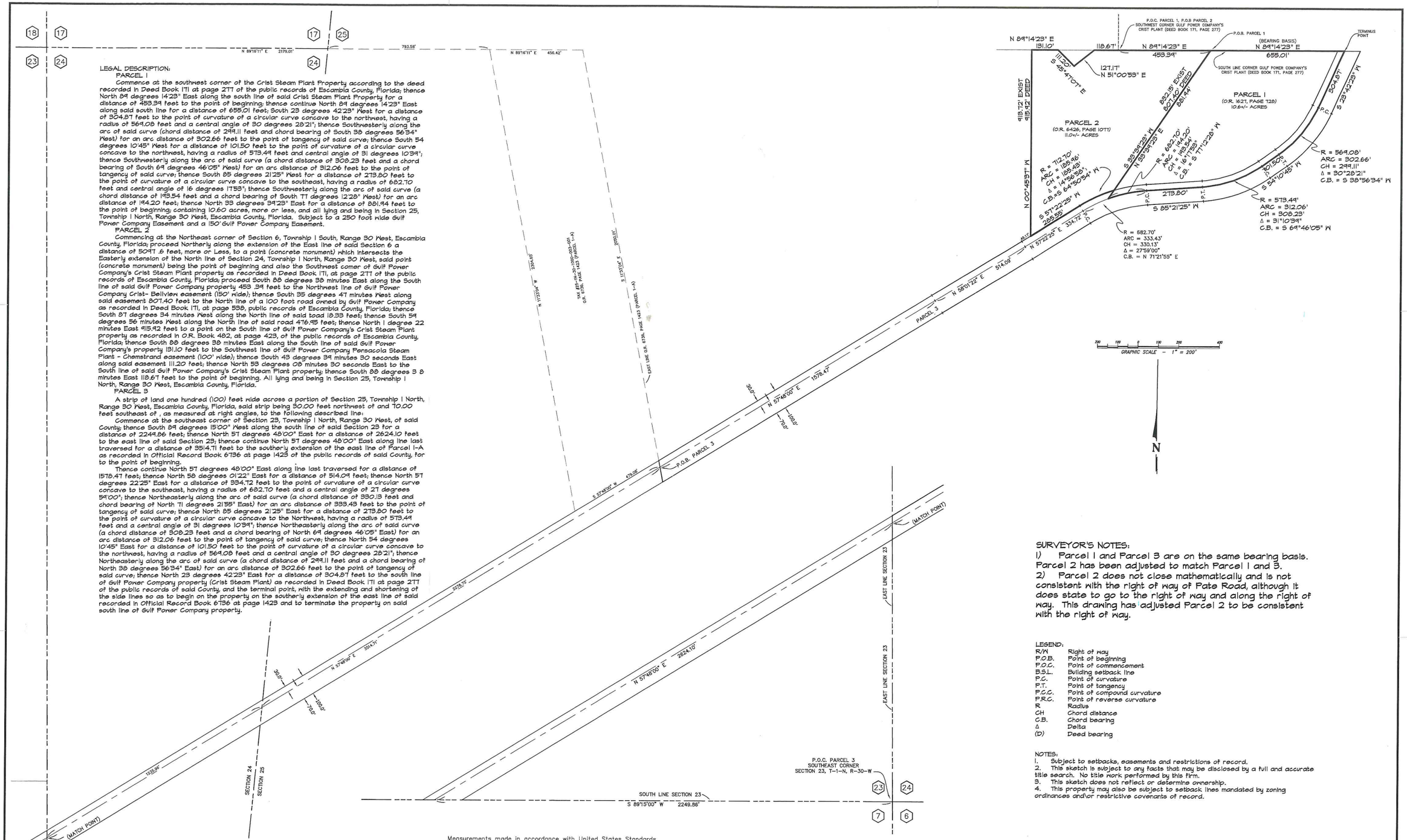
Commencing at the Northeast corner of Section 6, Township 1 South, Range 30 West, Escambia County, Florida; proceed Northerly along the extension of the East line of said Section 6 a distance of 5097.6 feet, more or less, to a point (concrete monument) which intersects the Easterly extension of the North line of Section 24, Township 1 North, Range 30 West, said point (concrete monument) being the point of beginning and also the Southwest corner of Gulf Power Company's Crist Steam Plant property as recorded in Deed Book 171, at page 277 of the public records of Escambia County, Florida; proceed South 88 degrees 38 minutes East along the South line of said Gulf Power Company property 453.39 feet to the Northwest line of Gulf Power Company Crist- Bellview easement (150' wide); thence South 35 degrees 47 minutes West along said easement 807.40 feet to the North line of a 100 foot road owned by Gulf Power Company as recorded in Deed Book 171, at page 538, public records of Escambia County, Florida; thence South 87 degrees 34 minutes West along the North line of said road 18.33 feet; thence South 54 degrees 56 minutes West along the North line of said road 476.95 feet; thence North 1 degree 22 minutes East 915.42 feet to a point on the South line of Gulf Power Company's Crist Steam Plant property as recorded in O.R. Book 482, at page 423, of the public records of Escambia County, Florida; thence South 88 degrees 38 minutes East along the South line of said Gulf Power Company's property 131.10 feet to the Southwest line of Gulf Power Company Pensacola Steam Plant - Chemstrand easement (100' wide); thence South 43 degrees 24 minutes 30 seconds East along said easement 111.20 feet; thence North 53 degrees 08 minutes 30 seconds East to the South line of said Gulf Power Company's Crist Steam Plant property; thence South 88 degrees 38 minutes East 118.67 feet to the point of beginning. All lying and being in Section 25, Township 1 North, Range 30 West, Escambia County, Florida.

PARCEL 3

A strip of land one hundred (100) feet wide across a portion of Section 25, Township 1 North, Range 30 West, Escambia County, Florida, said strip being 30.00 feet northwest of and 70.00 feet southeast of , as measured at right angles, to the following described line:

Commence at the southeast corner of Section 23, Township 1 North, Range 30 West, of said County; thence South 89 degrees 15'00" West along the south line of said Section 23 for a distance of 2249.86 feet; thence North 57 degrees 48'00" East for a distance of 2624.10 feet to the east line of said Section 23; thence continue North 57 degrees 48'00" East along the last traversed for a distance of 3514.71 feet to the southerly extension of the east line of Parcel 1-A as recorded in Official Record Book 6736 at page 1423 of the public records of said County, for to the point of beginning.

Thence continue North 57 degrees 48'00" East along line last traversed for a distance of 1578.47 feet; thence North 58 degrees 01'22" East for a distance of 514.09 feet; thence North 57 degrees 22'25" East for a distance of 334.72 feet to the point of curvature of a circular curve concave to the southeast, having a radius of 682.70 feet and a central angle of 27 degrees 59'00"; thence Northeasterly along the arc of said curve (a chord distance of 330.13 feet and chord bearing of North 71 degrees 21'55" East) for an arc distance of 333.43 feet to the point of tangency of said curve; thence North 85 degrees 21'25" East for a distance of 273.80 feet to the point of curvature of a circular curve concave to the Northwest, having a radius of 573.49 feet and a central angle of 31 degrees 10'34"; thence Northeasterly along the arc of said curve (a chord distance of 308.23 feet and a chord bearing of North 69 degrees 46'05" East) for an arc distance of 312.06 feet to the point of tangency of said curve; thence North 54 degrees 10'45" East for a distance of 101.50 feet to the point of curvature of a circular curve concave to the northwest, having a radius of 569.08 feet and a central angle of 30 degrees 28'21"; thence Northeasterly along the arc of said curve (a chord distance of 299.11 feet and a chord bearing of North 38 degrees 56'34" East) for an arc distance of 302.66 feet to the point of tangency of said curve; thence North 23 degrees 42'23" East for a distance of 304.87 feet to the south line of Gulf Power Company property (Crist Steam Plant) as recorded in Deed Book 171 at page 277 of the public records of said County, and the terminal point, with the extending and shortening of the side lines so as to begin on the property on the southerly extension of the east line of said recorded in Official Record Book 6736 at page 1423 and to terminate the property on said south line of Gulf Power Company property.



SURVEYOR'S NOTES:

1) Parcel 1 and Parcel 3 are on the same bearing basis. Parcel 2 has been adjusted to match Parcel 1 and 3.

2) Parcel 2 does not close mathematically and is not consistent with the right of way of Pate Road, although it does state to go to the right of way and along the right of way. This drawing has adjusted Parcel 2 to be consistent with the right of way.

LEGEND:

R/W	Right of way
P.O.B.	Point of beginning
P.O.C.	Point of commencement
B.S.L.	Building setback line
P.C.	Point of curvature
P.T.	Point of tangency
P.C.C.	Point of compound curvature
P.R.C.	Point of reverse curvature
R	Radius
CH	Chord distance
C.B.	Chord bearing
Δ	Delta
(D)	Deed bearing

NOTES:

1. Subject to setbacks, easements and restrictions of record.
2. This sketch is subject to any facts that may be disclosed by a full and accurate title search. No title work performed by this firm.
3. This sketch does not reflect or determine ownership.
4. This property may also be subject to setback lines mandated by zoning ordinances and/or restrictive covenants of record.

Measurements made in accordance with United States Standards.

Bearing Reference NORTH BASED ON THE SOUTH LINE OF DEED BOOK 171 PAGE 277 AS N 89°14'23" E (DEED CALL PARCEL 1)

Ordered By: MR. ROBERT LEONARD Elevation Reference

Encroachments

Source of Information: TAX MAPS; PUBLIC RECORDS; SURVEYS ON FILE WITH THIS FIRM; MAPS BY GULF POWER COMPANY

A VISUAL AID OF A PORTION OF SECTION 25, T-1-N, R-30-W

PITTMAN, GLAZE AND ASSOCIATES, INC.
LAND SURVEYORS
5700 N. DAVIS HIGHWAY, SUITE 3
PENSACOLA, FL 32503
Phone: (850) 434-6666 Fax: (850) 434-6661
Email: pgasurvey@bellsouth.net

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 Surveyors & Mappers in Chapter 5J-17.050, 5J-17.051 and 5J-17.052, pursuant to Section 472.027 Florida Statutes.

David D. Glaze ■ PSM #5605

Walter J. Glaze ☐ PSM #6190

This survey is valid only if it contains the original seal and original signature of the signing surveyor.

LB No. 7078

NOT VALID WITHOUT SEAL AND SIGNATURE

SHEET 1 OF 1

File No. C-8134
Job No. 38244-19
Scale 1" = 200'
Date of Survey
Date of Plat T-12-2019
Date of Revision T-15-2019
FB PG.
FB PG.
Drawn by PMJ
Checked By DDG

Comprehensive Plan
Large-Scale Future Land Use Map Amendment at Gulf Power Crist Plant
Staff Analysis

General Data

Project Name:	LSA 2019-02 – Amending the Comprehensive Plan, Chapter 7, 2030 FLU map.
Location:	Pate Street
Parcel #s:	25-1N-30-1003-000-000, 25-1N-30-1006-000-000, 25-1N-30-1006-000-001.
Acreage:	14.5 (+/-) acres, 11.0 (+/-) acres, 10.6 (+/-) acres = 36.1 (+/-) acres.
Request:	Mixed-Use Urban (MU-U) to Industrial (I).
Agent:	Escambia County
Meeting Dates:	Planning Board, September 3, 2019 BCC October 3, 2019 (Transmittal)

Site Description and Summary of Proposed Amendment:

The area includes parcels 25-1N-30-1003-000-000, 25-1N-30-1006-000-000, 25-1N-30-1006-000-001, located east of the security gate as part of private road parcel Pate Street adjoining parcels located at the north end of Pate Street. The northern boundary abuts the existing Crist Plant. The property subject area to the south currently vacant is not zoned and owned by University of West Florida (UWF). The property subject area to the southeast is wooded and separated by a bayou where on the other side is the current developed UWF site. The southeast site is currently zoned Public (P) and owned by UWF.

Mixed-Use Urban. "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 range of allowable uses is "residential, retail and services, professional office, light industrial, recreational facilities, public and civic." The FLU has a maximum residential density of 25 du/acre and a maximum floor area ratio (FAR) of 2.0.

Industrial. "Intended for a mix of industrial development and ancillary office and commercial uses that are deemed to be compatible with adjacent or nearby properties. Industrial areas shall facilitate continued industrial operations within the county and proved jobs and employment security for present and future residents." "Range of Allowable Uses: Light to industrial, ancillary retail and office. No new residential development is allowed."

Analysis of Availability of Facilities and Services:

The availability of public facilities and services for the site of a Future Land Use map amendment requires analysis of the general demands of its proposed use. All specific level of service (LOS) standards established by Escambia County are evaluated for compliance during the review processes prescribed by the LDC for approval of proposed development.

Sanitary Sewer Service.

CP Policy INF 1.1.7 Level of Service (LOS) Standards. *Average LOS standard for wastewater service is 210 gallons per residential connection per day, and the peak LOS will be 350 gallons per residential connection per day. For nonresidential uses, the LOS requirements will be based upon an Equivalent Residential Connection (ERC), as may be recalculated by the service provider from time to time, and on the size of the nonresidential water meter. Escambia County will continue to work with the water providers to ensure that adequate capacity is available.*

CP Policy INF 1.1.11 Required New Service Connection. *All new structures intended for human occupancy will connect to the ECUA wastewater system unless ECUA has determined that it is not feasible to provide wastewater service to the proposed structures. Those structures not required to connect to the ECUA wastewater system will not be issued a building permit until the applicant has obtained the appropriate permit from the Health Department.*

Analysis: The subject property is within the service area of the Emerald Coast Utility Authority (ECUA) for sanitary sewer. Any new proposed development will have a complete reviewed during the Development Review Process.

Solid Waste Disposal.

CP Policy INF 2.1.2 Perdido Landfill Operation. *Escambia County will provide and operate the Perdido Landfill so as to accommodate the municipal solid waste disposal needs of the entire County.*

CP Policy INF 2.1.4 Level of Service (LOS) Standards. *The LOS standard for solid waste disposal will be 6 pounds per capita per day.*

Analysis: Escambia County continues to maintain its adopted solid waste LOS commitments. The Department of Waste Services reported in its 2018 solid waste LOS analysis that the current build-out for disposal at the Perdido Landfill will provide solid waste disposal capacity through 2045.

Potable Water Service.

CP Policy INF 4.1.4 Concurrency Management. *Escambia County will ensure the provision of potable water facilities concurrent with the demand for such facilities but no later than the certificate of occupancy, as created by development or redevelopment through the implementation of the Concurrency Management System.*

CP Policy INF 4.1.6 Developer Responsibility. *The cost of water line extensions made necessary by new development will be the responsibility of the developer unless otherwise funded by the service provider.*

CP Policy INF 4.1.7 Level of Service (LOS) Standards. *The LOS standard for potable water service within Escambia County will be 250 gallons per residential connection per day. For non-residential uses, the LOS requirements will be based upon an Equivalent Residential Connection (ERC) to be calculated by the service provider at the time of application. Escambia County will continue to work with the water providers to ensure that adequate capacity is available.*

Analysis: The subject area is within the service area of ECUA for potable water and meets the adopted level of services standards in the Comprehensive Plan. Any new proposed development will have a complete review during the Development Review Process.

Stormwater Management.

CP Policy INF 3.1.5 Concurrency Management. *Escambia County will ensure the provision of stormwater management facilities concurrent with the demand for such facilities as created by development or redevelopment through implementation of the Concurrency Management System.*

CP Policy INF 3.1.6 Developer Responsibilities. *Installation of stormwater management facilities made necessary by new development will be the responsibility of the developer.*

CP Policy INF 3.1.7 Level of Service (LOS) Standards. *Stormwater management LOS will be monitored through the provisions in the LDC design standards.*

Analysis: *Compliance with adopted stormwater management provisions that implement these policies would be reviewed and confirmed prior to any site development plan approval, regardless of the proposed FLU change or use.*

Streets and Access.

CP Policy MOB 1.1.1 Level of Service (LOS) Standards. *Levels of Service (LOS) will be used to evaluate facility capacity. Escambia County will adopt LOS standards for all roadways as indicated in the LDC. The standards for SIS facilities may be revised based on changes to the federal classification of these roadways. These standards are not regulatory but provide a basis by which the County may monitor congestion and coordinate needed improvements with FDOT.*

Analysis: The FLU amendment is for an expansion of the Crist Plant. Any new development will have to submit for Development Review Process.

Transportation & Traffic Operations (TTO) Comments – LSA-2019-02

TTO Staff has reviewed the Large Scale Amendment Case LSA-2019-02 agenda item for the Planning Board meeting scheduled for September 3, 2019 regarding the three properties on Pate Road. Please see the below comments.

Pate Road is a two-lane facility with the roadway width of 24 feet and right-of-way width of 100 feet.

Escambia County does not have any capital improvement projects scheduled for this roadway within its Capital Improvements Program. In addition, the Florida Department of Transportation does not show any projects on Pate Road in planning, design or construction within its 5 Yr. Work Program.

Pate Road is classified as a local street and assumed to be functioning within its allowable capacity for traffic volumes.

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.

Public School Facilities.

CP Policy ICE 1.3.1 Interlocal Agreement for Public School Facility Planning. *In cooperation with the School Board and the local governments within Escambia County, the County will implement the Interlocal Agreement for Public School Facility Planning (herein Interlocal Agreement) that establishes procedures for coordination and sharing of information, planning processes, and implementation.*

Analysis: The FLU amendment does not include any impact on public schools.

Analysis of Suitability of Amendment for Proposed Use:

The suitability of a Future Land Use map amendment for its proposed use requires an analysis of the characteristics of the site and its resources relative to Comprehensive Plan (CP) goals, objectives, and policies. For these purposes, suitability is the degree to which the existing characteristics and limitations of land and water are compatible with the proposed use or development. Compliance with specific regulations and standards established by Escambia County, including those for public facilities and services, are evaluated during the development review processes prescribed by the LDC for approval of proposed development.

Impact on Land Use.

CP Policy FLU 1.3.1 Future Land Use Categories. *General descriptions, range of allowable uses, and residential densities and non-residential intensities for all future land use categories in Escambia County are outlined in Table 1* [of the Escambia County Comprehensive Plan].

Analysis: The referenced Comprehensive Plan table describes for a mix of industrial development and ancillary office and commercial uses that are deemed to be compatible with adjacent or nearby properties. Industrial areas shall facilitate continued

industrial operations within the county and proved jobs and employment security for present and future residents." "Range of Allowable Uses: Light to industrial, ancillary retail and office. No new residential development is allowed."

Approval of the amendment would allow for zoning to be consistent with the existing land use that is owned by Gulf Power and create a consisted zoning for the existing use that is currently already developed.

Impact on Wellheads.

CP Policy CON 1.4.1 Wellhead Protection. *Escambia County will provide comprehensive wellhead protection from potential adverse impacts to current and future public water supplies. The provisions will establish specific wellhead protection areas and address incompatible land uses, including prohibited activities and materials, within those areas.*

Analysis: The property is not located in a wellhead protection area. The FLU Amendment will not impact the area. Any new development will have to submit for Development Review Process.

Impact on Historically Significant Sites.

CP Policy FLU 1.2.1 State Assistance. *Escambia County will utilize all available resources of the Florida Department of State, Division of Historical Resources in the identification of archeological and/or historic sites or structures within the County and will utilize guidance, direction, and technical assistance received from this agency.*

Analysis: The FLU amendment does not have any significant impacts. During times of development review if any historic or archeological resources or structures are discovered the county will take the appropriate guidance, direction and technical assistance. In September 2017, Consultant: Search, conducted at the request of Gulf Power as part of a periodic status report on the overall 917 acres found no historic or archaeological significant on the subject parcels for the FLUM request.

Impact on the Natural Environment.

CP Policy CON 1.1.2 Wetland and Habitat Indicators. *Escambia County has adopted and will use the National Wetlands Inventory Map, the Escambia County Soils Survey, and the Florida Fish and Wildlife Conservation Commission's (FFWCC) LANDSAT imagery as indicators of the potential presence of wetlands or listed wildlife habitat in the review of applications for development approval.*

CP Policy CON 1.1.6 Habitat Protection. *Escambia County will coordinate with the FDEP, FFWCC, and other state or federal agencies so as to provide the fullest protection to marine or wildlife habitats that may be impacted by existing or proposed development within the County.*

CP Policy CON 1.3.1 Stormwater Management. *Escambia County will protect surface water quality by implementing the stormwater management policies of the Infrastructure Element to improve existing stormwater management systems and ensure the provision of stormwater management facilities concurrent with the demand for such facilities.*

CP Policy CON 1.3.6 Wetland Development Provisions. *Development in wetlands will not be allowed unless sufficient uplands do not exist to avoid a taking. In this case, development in wetlands will be restricted to allow residential density uses as indicated by the LDC:*

CP Policy CON 1.6.3 Tree Protection. *Escambia County will protect trees through LDC provisions.*

Analysis: The proposed FLU amendment will not have an impact beyond existing development at this time. The FLU amendment application includes a report by consultant Search of wetlands have been documented. As well the Escambia County's own wetland survey of the property is attached in the submittal application. Any natural resource issues will be appropriately addressed at the county Development Review process at the time of development.

Urban Sprawl

CP Objective FLU 1.3 Future Land Use Map Designations. *Designate land uses on the FLUM to discourage urban sprawl, promote mixed use, compact development in urban areas, and support development compatible with the protection and preservation of rural areas.*"

Analysis: The proposed FLU amendment would discourage urban sprawl through the characteristics of the existing development pattern and already developed area.

CP Policy FLU 2.2.1 Location. Public facilities and services will be located to minimize their cost and negative impacts on the natural environment and maximize their efficiency. Cost alternatives, impacts on the environment, and levels of efficiency will be discussed during the design phase and bid process utilized by the County to accomplish the installation or location of public facilities and/or services. In addition, the County will coordinate with the ECUA, other water and/or sewer providers, and state or federal agencies with facilities located in the County or with plans to expand existing facilities or create new facilities in the County. Among other things, it is the intent of this policy that public facilities and services are available to support the densities and intensities of uses provided by this Plan and the FLUM and that there is adequate and suitable land available for such utility facilities.

CP Policy FLU 2.2.4 Existing Facilities. Prior to embarking on the construction of new capital improvements, Escambia County will consider the feasibility of upgrading or rehabilitating existing facilities to determine if the rehabilitation of present facilities would be in the best interest of the County and its citizens.

Analysis: The proposed FLU amendment site being proposed is solely purposed for the expansion of the existing plant. This development will allow the facility to increase the existing capacity. There will be no increase in solid waste, potable water or sanitary sewer demand to serve the development.

Under section **1-1.7.3 Nonconformance.** Lawfully established and maintained uses, structures, site conditions, and lots made nonconforming by later adoption or

amendment of any land development regulations may continue, subject to the nonconformance provisions of Article 2.The provisions protect the interests of owners in continuing to use their property while providing the community a gradual remedy for existing undesirable conditions resulting from nonconformance. Actions that would expand nonconformance are prohibited and actions that would make nonconformance more permanent are restricted. Nothing in the LDC shall be interpreted as authorizing or approving the continuation or expansion of any uses, structures, conditions, or lots not lawfully established according to regulations in effect at the time of establishment.

Article 2 Nonconformance

Sec. 1-2.1 Purpose of article.

The purpose of this article is to establish land use regulations that define the legal status of nonconformance with LDC regulations, prohibit the expansion of any nonconformance, restrict activities that would make any nonconformance more permanent, and correct nonconformance to the extent practical. This article establishes specific provisions through which nonconforming uses, structures, lots and site conditions may be maintained, altered or reconstructed, and conditions under which the nonconformance is terminated.

Sec. 1-2.2 General conditions.

(a) Continuation. Lawfully established and maintained uses, structures, lots and site conditions that no longer comply with one or more land development regulations may continue in productive use as legal exceptions to those regulations only as prescribed by the nonconformance provisions of this article and related sections of the LDC. In allowing the continuation of such nonconformance it remains the intent of the LDC to prohibit the expansion and limit the alteration or reconstruction of nonconformities, and to discourage the continuation of those that are inconsistent with the purposes of applicable regulations. Where multiple nonconformities exist, each must comply with the provisions regarding their lawful continuation.

(b) Nonconformance status. Any nonconformance status of a use, structure, lot or site condition runs with the land and is not lost by changes of ownership, or management. However, once nonconforming status is lost, the use, structure, lot or condition shall comply with current LDC regulations. For the purposes of determining whether the right to continue a nonconformance is lost, all of the activities and structures on a lot are generally to be considered as a whole. For example, a unit vacancy in a nonconforming multi-tenant building does not result in the loss of the right to rent the unit if the use of the building as a whole is maintained.

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 19, 2019**

RE: **Transportation & Traffic Operations (TTO) Comments – LSA-2019-02**

TTO Staff has reviewed the Large Scale Amendment Case LSA-2019-02 agenda item for the Planning Board meeting scheduled for September 5, 2019 regarding the three properties on Pate Road . Please see the below comments.

Pate Road is a two-lane facility with the roadway width of 24 feet and right-of-way width of 100 feet.

Escambia County does not have any capital improvement projects scheduled for this roadway within its Capital Improvements Program. In addition, the Florida Department of Transportation does not show any projects on Pate Road in planning, design or construction within its 5 Yr. Work Program.

Pate Road is classified as a local street and assumed to be functioning within its allowable capacity for traffic volumes.

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., Engineering Department Director
John C. Fisher, Development Services Department

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

certified Land use planner Qualified as Expert

Please Print Clearly

Meeting Date: Sept 3 2019

Rezoning Quasi-judicial Hearing OR **Regular Planning Board Meeting**

Rezoning Case #: ~~RE~~ Z-2019-15 **Agenda Item Number/Description:** ~~RE~~ LSA 2019-02

V In Favor _____ Against

*Name: Allara Mills-Guthrie (Agent)

*Address: 2311 Lee St *City, State, Zip: Lynn Haven 32444

Email Address: allara@theplanningcollaborative.com Phone:

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

Please indicate if you:

☒ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

****

Chamber Rules

1. All who wish to speak will be heard.
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Everyone will be granted uniform time to speak (normally 3 - 5 minutes).
6. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
7. During quasi-judicial hearings (i.e., rezonings), conduct is very formal and regulated by Supreme Court decisions. Verbal reaction or applause is not appropriate.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 9/3/19

Rezoning Quasi-judicial Hearing OR **Regular Planning Board Meeting**

Rezoning Case #: LSA 2019-02 **Agenda Item Number/Description:**

✓ In Favor _____ Against

*Name: WILLIAM FLIPPIN

*Address: 700 University Blvd *City, State, Zip: Juno Beach, FL 33408

Email Address: williamflippin@mac.com Phone: 561-622-1629

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

Please indicate if you:

☑ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

Chemical Engineering Degree Qualified as Expert in Engineering & Construction

****

Chamber Rules

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2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
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5. Everyone will be granted uniform time to speak (normally 3 - 5 minutes).
6. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
7. During quasi-judicial hearings (i.e., rezonings), conduct is very formal and regulated by Supreme Court decisions. Verbal reaction or applause is not appropriate.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 9-3

Rezoning Quasi-judicial Hearing

Rezoning Case #: _____

OR

Regular Planning Board Meeting

Agenda Item Number/Description: LSA-2019-02

✓ In Favor _____ Against

*Name: Lacy Dennis Jr.

*Address: _____ *City, State, Zip: _____

Email Address: _____ Phone: _____

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

Please indicate if you:

☐ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

****

Chamber Rules

1. All who wish to speak will be heard.
2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
4. Please keep your remarks BRIEF and FACTUAL.
5. Everyone will be granted uniform time to speak (normally 3 - 5 minutes).
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01/2016

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: Sep 3

Rezoning Quasi-judicial Hearing

Rezoning Case #: _____

OR

Regular Planning Board Meeting

Agenda Item Number/Description: 6A

_____ In Favor _____ Against

*Name: Melissa Pino

*Address: 413 SE Bauble Ave *City, State, Zip: _____

Email Address: Melissawpino@gmail.com Phone: _____

How did you hear about the rezoning case: ☐ Mail ☑ Internet ☐ Sign

Please indicate if you:

☑ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

****

Chamber Rules

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3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
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BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: _____

Rezoning Quasi-judicial Hearing

Rezoning Case #: _____

_____ In Favor _____ Against

OR

Regular Planning Board Meeting

Agenda Item Number/Description: Gulf Power LSA-2019-02

*Name: Margaret Hostetter

*Address: 328 E. Sunset Av. *City, State, Zip: Pensacola

Email Address: Margaret080808@gmail.com Phone: 850-512-7048

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

Please indicate if you:

☐ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

****

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01/2016

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
3363 West Park Place, Pensacola, FL 32505
(850) 595-3475 - Phone
(850) 595-3481 - FAX
www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 9/3/19

Rezoning Quasi-judicial Hearing
Rezoning Case #: Z-2019-15

OR

Regular Planning Board Meeting
Agenda Item Number/Description: _____

_____ In Favor _____ Against

*Name: Kevin Wade

*Address: 413 SE Baublits Drive *City, State, Zip: Pensacola

Email Address: Ikevinwade@gmail.com Phone: (850) 377-7414

How did you hear about the rezoning case: ☐ Mail ☒ Internet ☐ Sign

Please indicate if you:
☒ would like to be notified of any further action related to the public hearing item.
☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

****

Chamber Rules

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7. During quasi-judicial hearings (i.e., rezonings), conduct is very formal and regulated by Supreme Court decisions. Verbal reaction or applause is not appropriate.

01/2016

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: LSA-2019-02 Christ Plant.

Date: 07/25/2019

Date requested back by: 08/08/2019

Requested by: John C Fisher

Phone Number: 850-595-4651

(LEGAL USE ONLY)

Legal Review by Kim M. Johnson

Date Received: 7-25-19

✓ Approved as to form and legal sufficiency.

_____ Not approved.

_____ Make subject to legal signoff.

Additional comments:

ORDINANCE NUMBER 2019-___

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; AMENDING CHAPTER 7, "THE FUTURE LAND USE ELEMENT," POLICY FLU 1.1.1, TO PROVIDE FOR AN AMENDMENT TO THE 2030 FUTURE LAND USE MAP, CHANGING THE FUTURE LAND USE CATEGORY OF A PARCEL, WHICH IS LOCATED WITHIN SECTION 25, TOWNSHIP 1N, RANGE 30W, AND WHICH IS IDENTIFIED AS PARCEL ID NUMBER 25-1N-30-1003-000-000 TOTALING 14.5(+/-) ACRES, LOCATED ON A PRIVATE ROAD, PATE STREET, FROM MIXED USE URBAN (MU-U) TO INDUSTRIAL (I); CHANGING A PARCEL WITHIN SECTION 25, TOWNSHIP 1N, RANGE 30W, AND WHICH IS IDENTIFIED AS PARCEL ID NUMBER 25-1N-30-1006-000-000 TOTALING 11.0(+/-) ACRES, LOCATED AT PATE STREET, FROM MIXED USE URBAN (MU-U) TO INDUSTRIAL (I); CHANGING A PARCEL WITHIN SECTION 25, TOWNSHIP 1N, RANGE 30W, AND WHICH IS IDENTIFIED AS PARCEL ID NUMBER 25-1N-30-1006-000-001 TOTALING 10.6(+/-) ACRES, LOCATED AT PATE STREET, FROM MIXED USE URBAN (MU-U) TO INDUSTRIAL (I); PROVIDING FOR A TITLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 163, Part II, Florida Statutes, Escambia County adopted its Comprehensive Plan on April 29, 2014; and

WHEREAS, Chapter 125, Florida Statutes, empowers the Board of County Commissioners of Escambia County, Florida to prepare, amend and enforce comprehensive plans for the development of the County; and

WHEREAS, the Escambia County Planning Board conducted a public hearing and forwarded a recommendation to the Board of County Commissioners to consider changes (amendments) to the Comprehensive Plan; and

WHEREAS, the Board of County Commissioners of Escambia County, Florida finds that the adoption of this amendment is in the best interest of the County and its citizens;

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Escambia County, Florida, as follows:

Section 1. Purpose and Intent

This Ordinance is enacted to carry out the purpose and intent of, and exercise the authority set out in, the Community Planning Act, Sections 163.3161 through 163.3215, Florida Statutes.

Section 2. Title of Comprehensive Plan Amendment

This Comprehensive Plan amendment shall be entitled – "Large Scale Amendment 2019-02."

Section 3. Changes to the 2030 Future Land Use Map

The 2030 Future Land Use Map, as adopted by reference and codified in Part II of the Escambia County Code of Ordinances, the Escambia County Comprehensive Plan: 2030, as amended; Chapter 7, "Future Land Use Element," Policy FLU 1.1.1; and all notations, references and information shown thereon, is further amended to include the following future land use changes:

(A) A parcel of land which is located within Section 25, Township 1N, Range 30W, parcel number 25-1N-30-1003-000-000 and totaling 14.5 (+/-) acres, located at Greenbrier Boulevard as a private road called Pate Street, as more particularly described in the Boundary Survey produced by David D. Glaze, registered land surveyor from Pitman Glaze and Associates, Inc., dated 07/15/2019, attached as Exhibit A, from Mixed-Use Urban (MU-U) to Industrial (I).

(B) A parcel of land which is located within Section 25, Township 1N, Range 30W, parcel number 25-1N-30-1006-000-000 and totaling 11.0 (+/-) acres, located on a private road called Pate Street, as more particularly described in the Boundary Survey produced by David D. Glaze, registered land surveyor from Pitman Glaze and Associates, Inc., dated 07/15/2019, attached as Exhibit A, from Mixed-Use Urban (MU-U) to Industrial (I).

(C) A parcel of land which is located within Section 25, Township 1N, Range 30W, parcel number 25-1N-30-1006-000-001 and totaling 10.6 (+/-) acres, located on a private road called Pate Street, as more particularly described in the Boundary Survey produced by David D. Glaze, registered land surveyor from Pitman Glaze and Associates, Inc., dated 07/15/2019, attached as Exhibit A, from Mixed-Use Urban (MU-U) to Industrial (I).

Section 4. Severability

If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any Court of competent jurisdiction, the holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 5. Inclusion in the Code

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by Section 125.68, Florida Statutes, and that the sections, subsections and other provisions of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

INTENTIONALLY LEFT BLANK

Section 6. Effective Date

Pursuant to Section 163.3184(3)(c)(4), Florida Statutes, this Ordinance shall not become effective until 31 days after the Department of Economic Opportunity notifies Escambia County that the plan amendment package is complete. If timely challenged, this Ordinance shall not become effective until the Department of Economic Opportunity or the Administration Commission enters a final order determining the Ordinance to be in compliance.

DONE AND ENACTED this_____ day of _____, 2019.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Lumon J May, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By: _____
Deputy Clerk

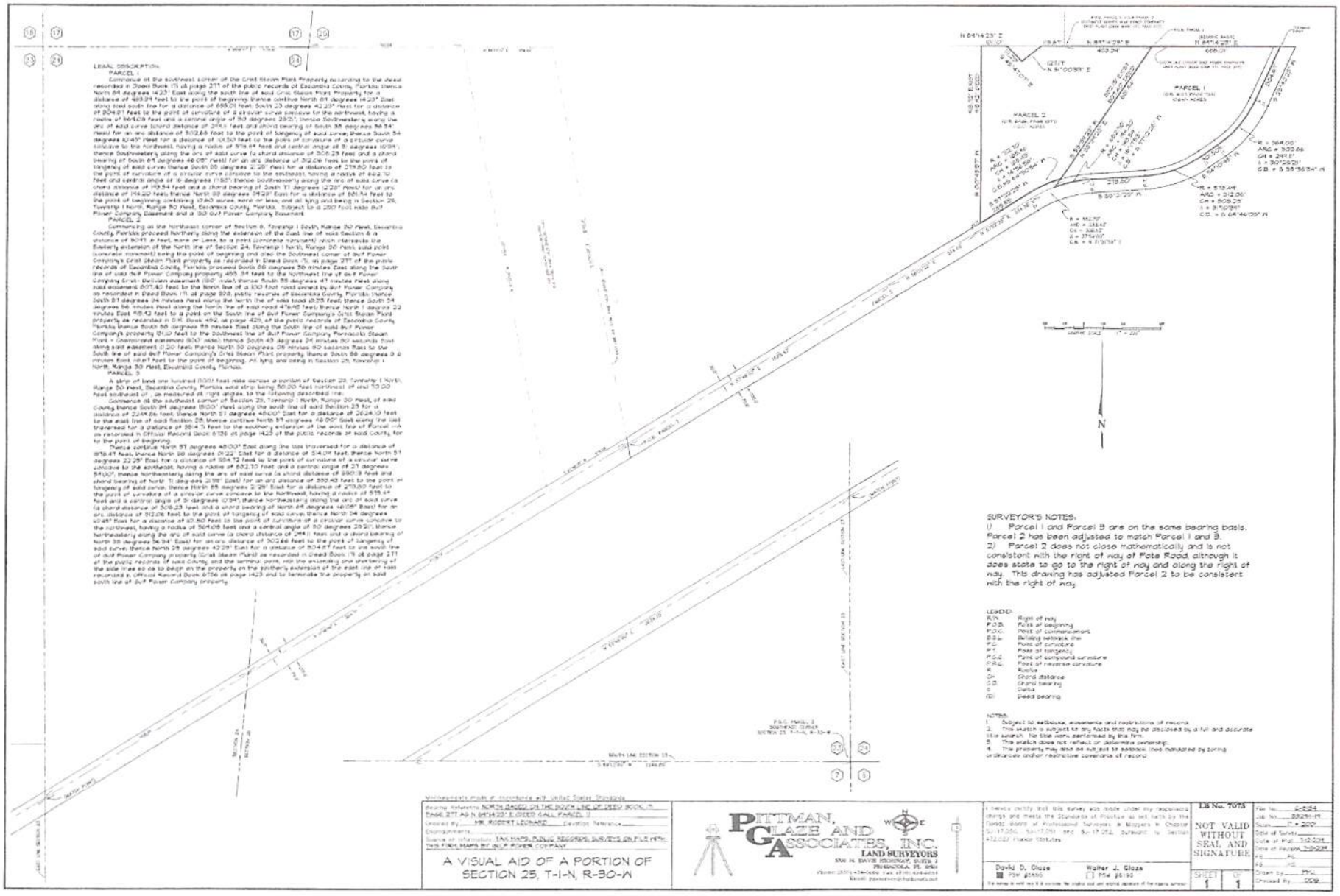
Approved as to form and legal sufficiency.

By/Title: Kim M. Johnson, ACA
Date: 8-8-19

(SEAL)

ENACTED:
FILED WITH THE DEPARTMENT OF STATE:
EFFECTIVE DATE:

DRAFT



LEGAL DESCRIPTION:

PARCEL 1

Commence at the southwest corner of the Grist Steam Plant Property according to the deed recorded in Deed Book 171 at page 277 of the public records of Escambia County, Florida; thence North 84 degrees 14'23" East along the south line of said Grist Steam Plant Property for a distance of 489.24 feet to the point of beginning; thence continue North 84 degrees 14'23" East along said south line for a distance of 668.01 feet; South 23 degrees 42'23" West for a distance of 804.01 feet to the point of curvature of a circular curve concave to the northwest, having a radius of 869.09 feet and a central angle of 153 degrees 29'01"; thence Southwesterly along the arc of said curve (chord distance of 249.5 feet and chord bearing of South 36 degrees 56'54" West) for an arc distance of 1032.66 feet to the point of tangency of said curve; thence South 54 degrees 52'45" West for a distance of 1430.50 feet to the point of curvature of a circular curve concave to the northwest, having a radius of 979.69 feet and central angle of 31 degrees 10'31"; thence Southwesterly along the arc of said curve (a chord distance of 526.23 feet and a chord bearing of South 69 degrees 48'08" West) for an arc distance of 532.06 feet to the point of tangency of said curve; thence South 85 degrees 23'28" West for a distance of 279.80 feet to the point of curvature of a circular curve concave to the southeast, having a radius of 662.70 feet and central angle of 16 degrees 11'51"; thence southwesterly along the arc of said curve (a chord distance of 193.54 feet and a chord bearing of South 77 degrees 23'28" West) for an arc distance of 194.20 feet; thence North 30 degrees 04'29" East for a distance of 661.54 feet to the point of beginning containing 13.140 acres, more or less, and all lying and being in Section 25, Township 1 North, Range 30 West, Escambia County, Florida. Subject to a 250 foot wide Gulf Power Company Easement and a 30 foot Power Company Easement.

PARCEL 2

Commencing at the Northeast corner of Section 8, Township 1 South, Range 30 West, Escambia County, Florida; proceed Northerly along the extension of the East line of said Section 6 a distance of 80.11 feet, more or less, to a point (concrete monument) which intersects the Easterly extension of the North line of Section 24, Township 1 North, Range 30 West, said point (concrete monument) being the point of beginning and also the Southwest corner of Gulf Power Company's Grist Steam Plant property as recorded in Deed Book 171 at page 277 of the public records of Escambia County, Florida; proceed South 89 degrees 58 minutes East along the South line of said Gulf Power Company property 455.34 feet to the Northwest line of Gulf Power Company Grist-Bellview easement (100' wide); thence South 35 degrees 41 minutes West along said easement 677.40 feet to the North line of a 100 foot road owned by Gulf Power Company as recorded in Deed Book 171 at page 308, public records of Escambia County, Florida; thence South 81 degrees 24 minutes West along the North line of said road 8.55 feet; thence South 34 degrees 56 minutes West along the North line of said road 476.05 feet; thence North 1 degree 23 minutes East 49.42 feet to a point on the South line of Gulf Power Company's Grist Steam Plant property as recorded in O.R. Book 452, at page 429, of the public records of Escambia County, Florida; thence South 89 degrees 58 minutes East along the South line of said Gulf Power Company's property 81.00 feet to the Southwest line of Gulf Power Company Pensacola Steam Plant - Chemstrand easement (800' wide); thence South 45 degrees 24 minutes 30 seconds East along said easement 31.20 feet; thence North 30 degrees 08 minutes 30 seconds East to the South line of said Gulf Power Company's Grist Steam Plant property; thence South 89 degrees 9 6 minutes East 18.67 feet to the point of beginning, all lying and being in Section 25, Township 1 North, Range 30 West, Escambia County, Florida.

PARCEL 3

A strip of land one hundred (100') feet wide across a portion of Section 25, Township 1 North, Range 30 West, Escambia County, Florida, said strip being 50.00 feet northwest of and 50.00 feet southeast of, as measured at right angles to the following described line:

Commence at the southeast corner of Section 25, Township 1 North, Range 30 West, of said County; thence South 84 degrees 15'00" West along the south line of said Section 25 for a distance of 2244.06 feet; thence North 51 degrees 48'00" East for a distance of 2624.10 feet to the east line of said Section 25; thence continue North 51 degrees 48'00" East along the last traversed for a distance of 38.4 ft. feet to the southerly extension of the west line of Parcel "A" as recorded in Official Records Book 6156 at page 1423 of the public records of said County, for the point of beginning.

Thence continue North 51 degrees 48'00" East along the last traversed for a distance of 878.47 feet; thence North 90 degrees 01'22" East for a distance of 814.09 feet; thence North 51 degrees 22'28" East for a distance of 584.72 feet to the point of curvature of a circular curve concave to the southeast, having a radius of 682.10 feet and a central angle of 21 degrees 54'00"; thence northeasterly along the arc of said curve (a chord distance of 890.9 feet and chord bearing of North 71 degrees 21'28" East) for an arc distance of 650.40 feet to the point of tangency of said curve; thence North 89 degrees 2'28" East for a distance of 270.80 feet to the point of curvature of a circular curve concave to the Northwest, having a radius of 575.44 feet and a central angle of 31 degrees 10'34"; thence northeasterly along the arc of said curve (a chord distance of 309.23 feet and a chord bearing of North 64 degrees 46'08" East) for an arc distance of 312.06 feet to the point of tangency of said curve; thence North 04 degrees 53'48" East for a distance of 67.80 feet to the point of curvature of a circular curve concave to the northwest, having a radius of 364.08 feet and a central angle of 50 degrees 28'21"; thence Northeasterly along the arc of said curve (a chord distance of 249.1 feet and a chord bearing of North 30 degrees 04'34" East) for an arc distance of 300.66 feet to the point of tangency of said curve; thence North 29 degrees 43'23" East for a distance of 804.87 feet to the west line of Gulf Power Company property Grist Steam Plant as recorded in Deed Book 171 at page 277 of the public records of said County, and the terminus point, with the extending and shortening of the side lines so as to begin on the property on the southerly extension of the east line of said recorded A Official Record Book 6756 at page 1423 and to terminate the property on said south line of Gulf Power Company property.

SURVEYOR'S NOTES:

1) Parcel 1 and Parcel 3 are on the same bearing basis. Parcel 2 has been adjusted to match Parcel 1 and 3.

2) Parcel 2 does not close mathematically and is not consistent with the right of way of Pate Road, although it does state to go to the right of way and along the right of way. This drawing has adjusted Parcel 2 to be consistent with the right of way.

LEGEND:

R/W	Right of way
P.O.B.	Point of beginning
P.O.C.	Point of commencement
B.S.L.	Building setback line
P.C.	Point of curvature
P.T.	Point of tangency
P.C.C.	Point of compound curvature
P.R.C.	Point of reverse curvature
R	Radius
CH	Chord distance
C.B.	Chord bearing
Δ	Delta
(D)	Deed bearing

NOTES:

1. Subject to setbacks, easements and restrictions of record.
2. This sketch is subject to any facts that may be disclosed by a full and accurate title search. No title work performed by this firm.
3. This sketch does not reflect or determine ownership.
4. This property may also be subject to setback lines mandated by zoning ordinances and/or restrictive covenants of record.

Monuments made in accordance with United States Standards

Bearing Reference: NORTH BASED ON THE SOUTH LINE OF DEED BOOK 171 PAGE 277 AS N 84°14'23" E DEED CALL PARCEL 2

Checked By: DR. ROBERT LEONARD Elevation Reference:

Encroachments:

Source of Information: TAX MAPS, PUBLIC RECORDS, SURVEYS ON FILE WITH THIS FIRM, MAPS BY GULF POWER COMPANY

A VISUAL AID OF A PORTION OF SECTION 25, T-1-N, R-30-W

PITTMAN, GLAZE AND ASSOCIATES, INC.
LAND SURVEYORS
5561 N. DAVIS HIGHWAY, SUITE 2
PENSACOLA, FL 32503
Phone: (850) 438-9661 FAX: (850) 438-9662
Email: pgaassociates@bellsouth.net

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 Surveyors & Mappers in Chapter 5J-17.050, 5J-17.051, and 5J-17.052, Florida Administrative Code, pursuant to Section 472.027 Florida Statutes.

David D. Glaze — Walter J. Glaze
PSM #6965 — PSM #6190

The seals appearing on this document were authorized by the undersigned and comply with Florida Statute 472.027

LB No. 7075

NOT VALID WITHOUT SEAL AND SIGNATURE

SHEET 1 OF 1

File No.	04-084
Job No.	2004-84
Scale	1" = 200'
Date of Survey	
Date of Plat	3-2-05
Date of Revision	3-9-05
F.B.	PG
P.B.	PG
Drawn By	JPC
Checked By	DDG

ORDINANCE NUMBER 2019-___

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; AMENDING CHAPTER 7, "THE FUTURE LAND USE ELEMENT," POLICY FLU 1.1.1, TO PROVIDE FOR AN AMENDMENT TO THE 2030 FUTURE LAND USE MAP, CHANGING THE FUTURE LAND USE CATEGORY OF A PARCEL, WHICH IS LOCATED WITHIN SECTION 25, TOWNSHIP 1N, RANGE 30W, AND WHICH IS IDENTIFIED AS PARCEL ID NUMBER 25-1N-30-1003-000-000 TOTALING 14.5(+/-) ACRES, LOCATED ON A PRIVATE ROAD, PATE STREET, FROM MIXED USE URBAN (MU-U) TO INDUSTRIAL (I); CHANGING A PARCEL WITHIN SECTION 25, TOWNSHIP 1N, RANGE 30W, AND WHICH IS IDENTIFIED AS PARCEL ID NUMBER 25-1N-30-1006-000-000 TOTALING 11.0(+/-) ACRES, LOCATED AT PATE STREET, FROM MIXED USE URBAN (MU-U) TO INDUSTRIAL (I); CHANGING A PARCEL WITHIN SECTION 25, TOWNSHIP 1N, RANGE 30W, AND WHICH IS IDENTIFIED AS PARCEL ID NUMBER 25-1N-30-1006-000-001 TOTALING 10.6(+/-) ACRES, LOCATED AT PATE STREET, FROM MIXED USE URBAN (MU-U) TO INDUSTRIAL (I); PROVIDING FOR A TITLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 163, Part II, Florida Statutes, Escambia County adopted its Comprehensive Plan on April 29, 2014; and

WHEREAS, Chapter 125, Florida Statutes, empowers the Board of County Commissioners of Escambia County, Florida to prepare, amend and enforce comprehensive plans for the development of the County; and

WHEREAS, the Escambia County Planning Board conducted a public hearing and forwarded a recommendation to the Board of County Commissioners to consider changes (amendments) to the Comprehensive Plan; and

WHEREAS, the Board of County Commissioners of Escambia County, Florida finds that the adoption of this amendment is in the best interest of the County and its citizens;

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Escambia County, Florida, as follows:

Section 1. Purpose and Intent

This Ordinance is enacted to carry out the purpose and intent of, and exercise the authority set out in, the Community Planning Act, Sections 163.3161 through 163.3215, Florida Statutes.

Section 2. Title of Comprehensive Plan Amendment

This Comprehensive Plan amendment shall be entitled – "Large Scale Amendment 2019-02."

Section 3. Changes to the 2030 Future Land Use Map

The 2030 Future Land Use Map, as adopted by reference and codified in Part II of the Escambia County Code of Ordinances, the Escambia County Comprehensive Plan: 2030, as amended; Chapter 7, "Future Land Use Element," Policy FLU 1.1.1; and all notations, references and information shown thereon, is further amended to include the following future land use changes:

(A) A parcel of land which is located within Section 25, Township 1N, Range 30W, parcel number 25-1N-30-1003-000-000 and totaling 14.5 (+/-) acres, located at Greenbrier Boulevard as a private road called Pate Street, as more particularly described in the Boundary Survey produced by David D. Glaze, registered land surveyor from Pitman Glaze and Associates, Inc., dated 07/15/2019, attached as Exhibit A, from Mixed-Use Urban (MU-U) to Industrial (I).

(B) A parcel of land which is located within Section 25, Township 1N, Range 30W, parcel number 25-1N-30-1006-000-000 and totaling 11.0 (+/-) acres, located on a private road called Pate Street, as more particularly described in the Boundary Survey produced by David D. Glaze, registered land surveyor from Pitman Glaze and Associates, Inc., dated 07/15/2019, attached as Exhibit A, from Mixed-Use Urban (MU-U) to Industrial (I).

(C) A parcel of land which is located within Section 25, Township 1N, Range 30W, parcel number 25-1N-30-1006-000-001 and totaling 10.6 (+/-) acres, located on a private road called Pate Street, as more particularly described in the Boundary Survey produced by David D. Glaze, registered land surveyor from Pitman Glaze and Associates, Inc., dated 07/15/2019, attached as Exhibit A, from Mixed-Use Urban (MU-U) to Industrial (I).

Section 4. Severability

If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any Court of competent jurisdiction, the holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 5. Inclusion in the Code

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by Section 125.68, Florida Statutes, and that the sections, subsections and other provisions of this Ordinance may be renumbered or

relettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

Section 6. Effective Date

Pursuant to Section 163.3184(3)(c)(4), Florida Statutes, this Ordinance shall not become effective until 31 days after the Department of Economic Opportunity notifies Escambia County that the plan amendment package is complete. If timely challenged, this Ordinance shall not become effective until the Department of Economic Opportunity or the Administration Commission enters a final order determining the Ordinance to be in compliance.

DONE AND ENACTED this_____ day of _____, 2019.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

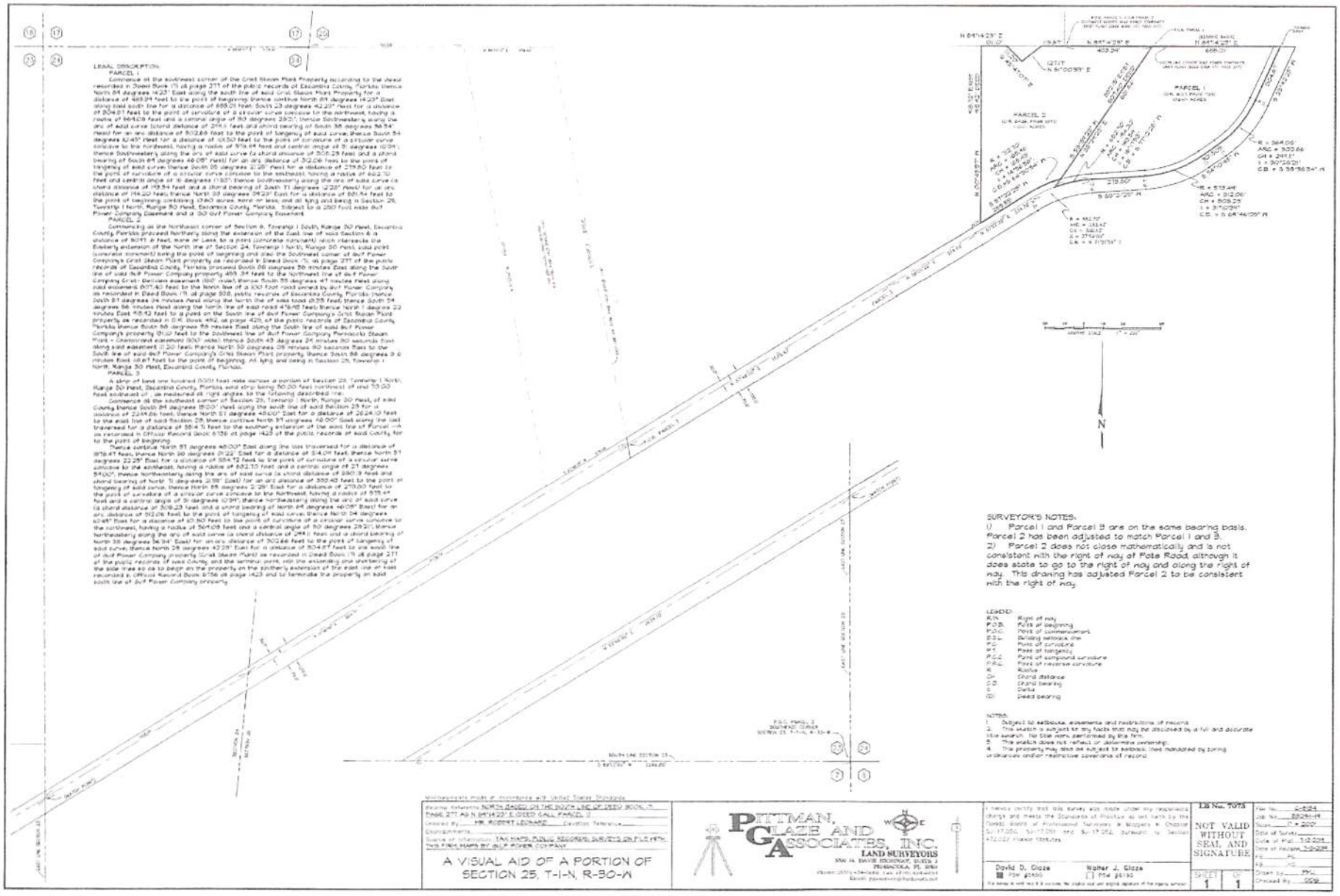
By: _____
Steven Barry, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By: _____
Deputy Clerk

(SEAL)

ENACTED:
FILED WITH THE DEPARTMENT OF STATE:
EFFECTIVE DATE:



LEGAL DESCRIPTION:

PARCEL 1

Commence at the southwest corner of the Grist Steam Plant Property according to the deed recorded in Deed Book 171 at page 277 of the public records of Escambia County, Florida; thence North 84 degrees 14'23" East along the south line of said Grist Steam Plant Property for a distance of 489.24 feet to the point of beginning; thence continue North 84 degrees 14'23" East along said south line for a distance of 668.01 feet; South 23 degrees 42'23" West for a distance of 804.01 feet to the point of curvature of a circular curve concave to the northwest, having a radius of 869.09 feet and a central angle of 153 degrees 29'01"; thence Southwesterly along the arc of said curve (chord distance of 249.5 feet and chord bearing of South 36 degrees 56'54" West) for an arc distance of 1032.66 feet to the point of tangency of said curve; thence South 54 degrees 52'45" West for a distance of 1430.50 feet to the point of curvature of a circular curve concave to the northwest, having a radius of 979.69 feet and central angle of 31 degrees 10'31"; thence Southwesterly along the arc of said curve (a chord distance of 526.23 feet and a chord bearing of South 69 degrees 48'08" West) for an arc distance of 532.06 feet to the point of tangency of said curve; thence South 85 degrees 23'28" West for a distance of 279.80 feet to the point of curvature of a circular curve concave to the southeast, having a radius of 662.70 feet and central angle of 16 degrees 11'51"; thence southwesterly along the arc of said curve (a chord distance of 193.54 feet and a chord bearing of South 77 degrees 23'28" West) for an arc distance of 194.20 feet; thence North 30 degrees 04'29" East for a distance of 661.54 feet to the point of beginning containing 13.140 acres, more or less, and all lying and being in Section 25, Township 1 North, Range 30 West, Escambia County, Florida. Subject to a 250 foot wide Gulf Power Company Easement and a 30 foot Power Company Easement.

PARCEL 2

Commencing at the Northeast corner of Section 8, Township 1 South, Range 30 West, Escambia County, Florida; proceed Northerly along the extension of the East line of said Section 6 a distance of 80.11 feet, more or less, to a point (concrete monument) which intersects the Easterly extension of the North line of Section 24, Township 1 North, Range 30 West, said point (concrete monument) being the point of beginning and also the Southwest corner of Gulf Power Company's Grist Steam Plant property as recorded in Deed Book 171 at page 277 of the public records of Escambia County, Florida; proceed South 89 degrees 58 minutes East along the South line of said Gulf Power Company property 455.34 feet to the Northwest line of Gulf Power Company Grist-Bellview easement (100' wide); thence South 35 degrees 41 minutes West along said easement 677.40 feet to the North line of a 100 foot road owned by Gulf Power Company as recorded in Deed Book 171 at page 308, public records of Escambia County, Florida; thence South 81 degrees 24 minutes West along the North line of said road 8.55 feet; thence South 34 degrees 56 minutes West along the North line of said road 476.05 feet; thence North 1 degree 23 minutes East 49.42 feet to a point on the South line of Gulf Power Company's Grist Steam Plant property as recorded in O.R. Book 452, at page 429, of the public records of Escambia County, Florida; thence South 89 degrees 58 minutes East along the South line of said Gulf Power Company's property 81.00 feet to the Southwest line of Gulf Power Company Pensacola Steam Plant - Chemstrand easement (800' wide); thence South 45 degrees 24 minutes 30 seconds East along said easement 31.20 feet; thence North 30 degrees 08 minutes 30 seconds East to the South line of said Gulf Power Company's Grist Steam Plant property; thence South 89 degrees 9 6 minutes East 18.67 feet to the point of beginning, all lying and being in Section 25, Township 1 North, Range 30 West, Escambia County, Florida.

PARCEL 3

A strip of land one hundred (100') feet wide across a portion of Section 25, Township 1 North, Range 30 West, Escambia County, Florida, said strip being 50.00 feet northwest of and 50.00 feet southeast of, as measured at right angles to the following described line:

Commence at the southeast corner of Section 25, Township 1 North, Range 30 West, of said County; thence South 84 degrees 15'00" West along the south line of said Section 25 for a distance of 2244.06 feet; thence North 51 degrees 48'00" East for a distance of 2624.10 feet to the east line of said Section 25; thence continue North 51 degrees 48'00" East along the last traversed for a distance of 38.4 ft. feet to the southerly extension of the west line of Parcel "A" as recorded in Official Records Book 6156 at page 1423 of the public records of said County, for the point of beginning.

Thence continue North 51 degrees 48'00" East along the last traversed for a distance of 878.47 feet; thence North 90 degrees 01'22" East for a distance of 814.09 feet; thence North 51 degrees 22'28" East for a distance of 584.72 feet to the point of curvature of a circular curve concave to the southeast, having a radius of 682.10 feet and a central angle of 21 degrees 54'00"; thence northeasterly along the arc of said curve (a chord distance of 890.9 feet and chord bearing of North 71 degrees 21'28" East) for an arc distance of 650.40 feet to the point of tangency of said curve; thence North 89 degrees 2'28" East for a distance of 270.80 feet to the point of curvature of a circular curve concave to the Northwest, having a radius of 575.44 feet and a central angle of 31 degrees 10'34"; thence northeasterly along the arc of said curve (a chord distance of 309.23 feet and a chord bearing of North 64 degrees 46'08" East) for an arc distance of 312.06 feet to the point of tangency of said curve; thence North 04 degrees 53'48" East for a distance of 67.80 feet to the point of curvature of a circular curve concave to the northwest, having a radius of 364.08 feet and a central angle of 50 degrees 28'21"; thence Northeasterly along the arc of said curve (a chord distance of 249.1 feet and a chord bearing of North 30 degrees 04'34" East) for an arc distance of 300.66 feet to the point of tangency of said curve; thence North 29 degrees 43'23" East for a distance of 804.87 feet to the west line of Gulf Power Company property Grist Steam Plant as recorded in Deed Book 171 at page 277 of the public records of said County, and the terminus point, with the extending and shortening of the side lines so as to begin on the property on the southerly extension of the east line of said recorded A Official Record Book 6756 at page 1423 and to terminate the property on said south line of Gulf Power Company property.

SURVEYOR'S NOTES:

1) Parcel 1 and Parcel 3 are on the same bearing basis. Parcel 2 has been adjusted to match Parcel 1 and 3.

2) Parcel 2 does not close mathematically and is not consistent with the right of way of Pate Road, although it does state to go to the right of way and along the right of way. This drawing has adjusted Parcel 2 to be consistent with the right of way.

LEGEND:

R/W	Right of way
P.O.B.	Point of beginning
P.O.C.	Point of commencement
B.S.L.	Building setback line
P.C.	Point of curvature
P.T.	Point of tangency
P.C.C.	Point of compound curvature
P.R.C.	Point of reverse curvature
R	Radius
CH	Chord distance
C.B.	Chord bearing
Δ	Delta
(D)	Deed bearing

NOTES:

1. Subject to setbacks, easements and restrictions of record.
2. This sketch is subject to any facts that may be disclosed by a full and accurate title search. No title work performed by this firm.
3. This sketch does not reflect or determine ownership.
4. This property may also be subject to setback lines mandated by zoning ordinances and/or restrictive covenants of record.

Monuments made in accordance with United States Standards

Bearing Reference: NORTH BASED ON THE SOUTH LINE OF DEED BOOK 171 PAGE 277 AS N 84°14'23" E DEED CALL PARCEL 2

Checked By: DR. ROBERT LEONARD Elevation Reference:

Encroachments:

Source of Information: TAX MAPS, PUBLIC RECORDS, SURVEYS ON FILE WITH THIS FIRM, MAPS BY GULF POWER COMPANY

A VISUAL AID OF A PORTION OF SECTION 25, T-1-N, R-30-W

PITTMAN, GLAZE AND ASSOCIATES, INC.
LAND SURVEYORS
5561 N. DAVIS HIGHWAY, SUITE 2
PENSACOLA, FL 32503
Phone: (850) 438-9661 FAX: (850) 438-9662
Email: pgaassociates@bellsouth.net

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 Surveyors & Mappers in Chapter 5J-17.050, 5J-17.051, and 5J-17.052, Florida Administrative Code, pursuant to Section 472.027 Florida Statutes.

David D. Glaze — Walter J. Glaze
PSM #6965 — PSM #6190

The seals appearing on this document were authorized by the undersigned and comply with Florida Statute 472.027

LB No. 7075

NOT VALID WITHOUT SEAL AND SIGNATURE

SHEET 1 OF 1

File No.	04-084
Job No.	2004-84
Scale	1" = 200'
Date of Survey	
Date of Plat	3-2-05
Date of Revision	3-9-05
F.B.	PG
P.B.	PG
Drawn By	JPC
Checked By	DDG

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17184 **Growth Management Report 13. 4.**

BCC Regular Meeting

Meeting Date: 12/05/2019

Issue: Review of a Rezoning Case Heard by the Planning Board on September 3, 2019

From: HORACE JONES, Director

Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Review of the Rezoning Case Heard by the Planning Board on September 3, 2019

That the Board take the following action concerning the rezoning case heard by the Planning Board on September 3, 2019:

A. Review and either adopt, modify, or reject the Planning Board's recommendation for Rezoning Case Z-2019-15 or remand the case back to the Planning Board; and
B. Authorize the Chairman to sign the Orders of the Escambia County Board of County Commissioners for the rezoning case that were reviewed.

1. Case No.:	**Z-2019-15**
Address:	11999 Pate Road
Property Reference No.:	25-1N-30-1003-000-000, 25-1N-30-1006-000-000, 25-1N-30-1006-000-001
Property Size:	36.1 (+/-) acres
From:	HC/LI, Heavy Commercial and Light Industrial district (25 du/acre)
To:	Ind, Industrial district (du density limited to vested residential development)
FLU Category:	I, Industrial
Commissioner District:	5
Requested by:	Allara Mills-Gutcher, Agent, Gulf Power Company, Owner
Planning Board Recommendation:	Approval
Speakers:	Allara Mill-Gutcher, William Flippin, Ryan Cowart, Robert Jernigan, George Jones, Larry Downs, Jr., Melissa Pino, Margaret Hostetter, Kevin Wade

BACKGROUND:

The above case were owner initiated and heard at the September 3, 2019, Planning Board meeting. Under the Land Development Code (LDC) Chapter 2, Article 7, “the Board of County Commissioners, at its scheduled hearing shall adopt, modify, or reject the recommendation of the Planning Board or SRIA or return the rezoning case to the board with instructions for additional facts or clarification. The staff of the recommending board shall inform the board of all formal actions taken by the BCC on the rezoning request.

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

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

Attachments

Z-2019-15

Z-2019-15

ESCAMBIA COUNTY PLANNING BOARD
QUASI-JUDICIAL HEARING

Case #: Z-2019-15
Applicant: Allara Mills-Gutcher, Agent, Gulf Power Company, Owner

Address: 11999 N. Pate Street
Property Size: 36.1 (+/-) acres
From: HC/LI, Heavy Commercial and Light Industrial district (25 du/acre)

To: Ind, Industrial district (du density limited to vested residential development)

A quasi-judicial hearing was held in the above-styled cause before the Escambia County Planning Board on the 3rd day of September 2019, commencing at approximately 10:24 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:
WAYNE BRISKE, Chairman
District 5

TIM PYLE, Vice Chairman — REID RUSHING
District 2 — At Large

ERIC FEARS — JAY INGWELL
District 4 — District 1

- - -

PATTY HIGHTOWER — STEPHEN OPALENIK
School Board — Navy representative

PLANNING BOARD STAFF PRESENT:
KIA JOHNSON, ESQUIRE
Assistant County Attorney

HORACE JONES, Director
ALLYSON LINDSAY
JON FISHER

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LARRY DOWNS, JR	25
MELISSA PINO	27
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KEVIN WADE	33

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P R O C E E D I N G S

THE CHAIRMAN: All right. I hereby call the quasi-judicial rezoning hearing for September 3rd back into session.

Next case is Z-2019-15. Ms. Allara Gutcher, is that correct, is the agent for Gulf Power Company.

This is 11999 North Pate Street --

MR. FISHER: Excuse me, Mr. Chair. This is associated with the large scale, so we need to rotate the -- close this session down.

THE CHAIRMAN: Right.

I'm just getting on the record what the case is first, and then we'll close it down.

36.1 plus-minus acres, from HC/LI to industrial district.

And because we have a large scale amendment, which is handled through the actual Planning Board, we're going to go ahead and put this case into recess.

(Recess.)

(The quasi-judicial hearing was reconvened at 11:10 a.m.)

THE CHAIRMAN: We will now go back into

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quasi-judicial, which is the rezoning request. Okay. So back in quasi-judicial, the Planning Board rezoning hearing. We are now back in order.

And I will ask members of the Planning Board on this case, which is case Z-2019-15, has there been any ex parte communication between you, the applicant, applicant's agents, attorneys, witnesses, fellow Planning Board members or members of the public?

Have you visited the subject property? And also disclose if you are a relative or business associate to any of the parties.

MR. OPALENIK: No to all.

MS. HIGHTOWER: No to all.

MR. PYLE: No to all, Mr. Chair.

THE CHAIRMAN: Chair, no to all.

MR. FEARS: No to all.

MR. INGWELL: No to all.

MR. RUSHING: No to all.

THE CHAIRMAN: All right. Thank you.

Okay. Do you have any objection, Ms. Gutcher, to the staff presenting the maps and photography? We're now back in quasi-judicial, so -- Okay. She's indicated no, so we'll have

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the staff present the maps and photography.

MR. FISHER: John Fisher, senior planner.

Again, this is rezoning case Z-2019-15.

This is the location and wetlands map.

This is the zoning map. You can see it's zoned heavy commercial, light industrial.

This is the future land-use map, mixed-use urban with some surrounding of industrial, mixed-use urban, and conservation.

This is the proposed.

This is showing the overall parcel site.

Again, this is three parcels, two parcels to the north and the adjoining parcel is Pate Street.

This is the public hearing sign showing both the LSA and the zoning.

This is looking south from Pate Street.

And I just want to make a comment. We did put these signs. This is nowhere near the part that is getting rezoned.

The part that's getting rezoned is on the other side of the security gate. So we have put these down by 10 miles so people passing by could see these a lot easier.

Looking west on Gulf Power property.

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Looking north onto Gulf Power.

That's it for the maps and photography.

THE CHAIRMAN: Okay. All right. Thank you.

Ms. Gutcher, come forward.

MS. MILLS-GUTCHER: Actually, we have a small presentation.

THE CHAIRMAN: Well, there's part of a -- I'll have you sworn in as the agent. And then you can bring up any witnesses that you wish to bring up or presentations at that time. So we'll have the gentleman swear you in.

- - -

ALLARA MILLS-GUTCHER, upon being duly sworn, was examined and testified as follows:

- - -

MS. MILLS-GUTCHER: My name is Allara Mills-Gutcher. I reside at 2311 Lee Street in Lynn Haven, Florida.

THE CHAIRMAN: You are acting as the agent --

MS. MILLS-GUTCHER: Agent.

THE CHAIRMAN: -- for Gulf Power?

MS. MILLS-GUTCHER: For the applicant.

THE CHAIRMAN: And you're a certified land

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use planner. You've testified previously?

MS. MILLS-GUTCHER: I have.

THE CHAIRMAN: Okay.

MS. MILLS-GUTCHER: And I have been admitted as an expert witness in prior hearings.

THE CHAIRMAN: Okay. Do you wish to be considered as an expert in the area of land use and planning in this case?

MS. MILLS-GUTCHER: I do.

THE CHAIRMAN: Okay. If you would please tell us your education and background and qualifications that would qualify you as an expert.

MS. MILLS-GUTCHER: Yes. I have a graduate degree in urban and regional planning from the University of Oklahoma. My undergraduate is from Florida State University.

I've been in the profession for approximately 23 years. I am certified by the American Institute of Certified Planners, AICP planner.

I have worked as the planning manager for Panama City, for the Development Services Director for Gadsden County. I've worked in other private sector forums and other public

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sector forums.
I have done hundreds of future land-use map amendments. I have testified in county commission hearings, board of adjustment hearings, and court, Circuit Court.
THE CHAIRMAN: Okay. You mentioned many things that you've done.
Have you testified in cases of rezoning requests as well, similar to the one we have today?
MS. MILLS-GUTCHER: I have.
THE CHAIRMAN: Okay. Any additional questions by Board members?
(No response.)
THE CHAIRMAN: Okay. Chair will entertain a motion to qualify her as an expert in the area of land use and planning.
MR. FEARS: Motion to approve her as an expert witness.
THE CHAIRMAN: All right. Second?
MR. PYLE: Second.
THE CHAIRMAN: Motion and a second.
Any further discussion?
(No response.)
THE CHAIRMAN: All those in favor say aye.

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(Chorus of "ayes.")
THE CHAIRMAN: Opposed?
(No response.)
THE CHAIRMAN: Motion carries.
Let the record reflect that Ms. Allara Gutcher will be shown as qualified as an expert in the area of land-use and planning.
Okay, Ms., you have the floor, if you want to go forward with your presentation.
MS. MILLS-GUTCHER: Thank you very much.
We have a very short, six-slide, I believe, presentation.
Jackie Kingston, who was supposed to be here today was called onto hurricane duty in Southeast Florida.
So instead we have Will Flippin, and he might go over the first couple of slides. It talks about the planning operations. Okay.
THE CHAIRMAN: Come forward, sir, if you'll please be sworn in.

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

MR. FLIPPIN: William Flippin, employee of

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Gulf Power. I'm at 700 Universe Boulevard, Juno Beach, Florida 33408.
THE CHAIRMAN: Mr. Flippin, are you testifying in the capacity as an expert witness or are you just as an employee of the corporation?
MR. FLIPPIN: Expert witness.
THE CHAIRMAN: Okay. So as we did with the previous person, please give us your background, education, and qualifications that would allow you to testify as an expert.
MR. FLIPPIN: Bachelor degree from Auburn University in chemical engineering.
Been working in the project management field for approximately 20 years. Multiple projects with Florida Power & Light, power plant projects, including five or six projects. I don't know how detailed you want to go with it.
THE CHAIRMAN: Okay. Have you specifically testified in rezoning-type cases where things similar to this nature have been considered?
MR. FLIPPIN: No, sir.
THE CHAIRMAN: Okay. What areas of expertise are you being asked to be qualified

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in? As engineering or as expert in land-use and planning?
MR. FLIPPIN: Engineering and construction.
THE CHAIRMAN: Okay. All right. Any questions of the witness?
(No response.)
THE CHAIRMAN: All right. Chair will entertain a motion to qualify in the area of engineering and construction.
MR. PYLE: So moved.
MR. INGWELL: Second.
THE CHAIRMAN: Motion and second.
All those in favor say aye.
(Chorus of "ayes.")
THE CHAIRMAN: Opposed?
(No response.)
THE CHAIRMAN: Motion carries.
All right. You'll be qualified as an expert in the area of engineering and construction of the site.
You may proceed.
MR. FLIPPIN: So just a brief presentation.
I think we wanted to make sure we put this

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forth so that we were able to present at the Board of County Commissioners meeting as well.

This is an aerial view of the existing facility, and then it's also a rendering of what our new Crist reliability turbine project would look like.

So down in the southern -- southwest corner of the slide, you can see there's four combustion turbines on the three parcels that we're discussing today. That would be the location of this new facility.

This facility is needed to be able to provide reliable energy to our customers. It's part of the overall effort to modernize the Crist power plant and to convert from coal use to cleaner energy in the form of natural gas.

Go to the next slide, please. Obviously there's going to be benefits to the county. We're looking to build a facility that's approximately 900 megawatts in capacity.

The initial capital investment would be around $500 million. And like I said, it would provide increased reliability. It will allow fast-start capability in case there's an interruption in power.

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The existing facilities there don't have that capability. This would allow us to be able to come up to that capacity very quickly in that scenario.

We talked about what it looks like. It would be four combustion turbines operating on natural gas as the primary fuel.

As far as the timeline for construction, assuming we get all of our permits in place, both environmentally and local here in the county, we would expect construction to start in the second half of next year. And then the units would be in service and construction complete by the end of 2021.

I think we can skip over this slide and the next slide. You guys have that in your packets. And go to the last slide, please. Oh, that's the last slide. Okay.

THE CHAIRMAN: Question -- and this may be for staff: Was this included in the original findings of facts? Was it presented as the applicant's information, or do I need to bring it in as evidence for them?

MR. FISHER: I believe it was not included. They did submit their zoning maps and

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stuff, but we did not have the actual slides that they showed.

THE CHAIRMAN: Okay. Come forward if you would, please, Ms. Gutcher.

Acting as the agent, I'm going to ask that you introduce this into evidence as part of your case. If you'll just describe what the package is, who prepared it, and everything like that. And that way we can bring it in as evidence.

MS. MILLS-GUTCHER: Yes. This presentation has been prepared by Jackie Kingston, who is with Florida Power & Light, which is Gulf Power's sister company under Next Era.

And we would like this to be admitted into the evidence. It is a short presentation about the operations and what the goal of the rezoning and the future land-use map amendments are so to increase capacity at the plant.

THE CHAIRMAN: And do you believe that what we have here is a true and accurate record of what was presented?

MS. MILLS-GUTCHER: Yes.

THE CHAIRMAN: Okay. Brought in today. Okay.

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Chair will entertain a motion to accept this as applicant's Exhibit A.

MR. RUSHING: Motion to accept.

THE CHAIRMAN: Second?

MR. FEARS: Second.

THE CHAIRMAN: All those in favor say aye.

(Chorus of "ayes.")

THE CHAIRMAN: Opposed?

(No response.)

THE CHAIRMAN: Okay. So this will be labeled as Applicant's Exhibit A.

Okay. All right. Anything else, sir, that you wanted to bring forward?

MR. FLIPPIN: Just available to answer questions that you may have.

THE CHAIRMAN: Okay. Thank you.

Ms. Gutcher, did you have other witnesses that you wanted to bring forward?

MS. MILLS-GUTCHER: I only do if there's questions, technical questions, that I can't answer for you about the operations of the plant.

THE CHAIRMAN: Okay. I failed to ask you this at the beginning, but I will now.

Did you receive a copy of the staff's

findings of fact?
MS. MILLS-GUTCHER: I did receive one from -- Yes, I did.
THE CHAIRMAN: Okay. And do you understand that you have the burden of providing substantial, competent evidence that this proposed rezoning is consistent with the Comprehensive Plan, furthers the goals, objectives and policies of that plan, and is not in conflict with any portion of the Land Development Code?
MS. MILLS-GUTCHER: I do.
THE CHAIRMAN: Okay. Is there anything that you wanted to add to the staff's findings, or do you accept them as your own, or would you like to offer alternative findings?
MS. MILLS-GUTCHER: I do accept staff's findings.
I also do want to make sure that Attachment A of the rezoning application is going to be part of the evidence. It's part of the application.
THE CHAIRMAN: That was part of the application.
MS. MILLS-GUTCHER: Yes.

THE CHAIRMAN: So it was already part of our findings of fact.
MS. MILLS-GUTCHER: Yeah.
THE CHAIRMAN: So it's in there at this point.
Okay. I'll give you an opportunity to, obviously, come back after we have the staff's presentation and any public comment, but at this time you don't have any other witnesses?
MS. MILLS-GUTCHER: No.
THE CHAIRMAN: Okay. All right. Thank you.
All right. John.
MR. FISHER: John Fisher, senior planner. This is again, Z-2019-15, rezoning case, from HC/LI, heavy commercial, light industrial to -- 25 dwelling units per acre -- to industrial, with no density -- only to -- residential development.
Under Criterion A, consistent with the Comprehensive Plan, the proposed amendment to industrial is consistent with the intent and purpose of the future land-use category industrial, as stated in CPP FLU 1.3.1.
The rezoning will be pending approval of

LSA-2019-02 from HC/LI to industrial. The industrial future land use is intended for a mix of industrial development and ancillary office and commercial uses that are deemed to be compatible with adjacent or nearby properties.
Industrial areas shall facilitate continued industrial operations within the county and proved jobs and employment security for present and future residents.
Range of allowable uses are light industrial, ancillary offices -- and -- sorry -- retail and offices. No new residential development is allowed.
The amendment is also consistent with the future land use 1.5.1 by making it consistent with the public and private roads and the availability of utilities and service infrastructure.
Under Criterion B, consistent with the Land Development Code, under the findings, the proposed amendment is consistent with the intent and purpose of the Land Development Code. The rezoning would allow for the expansion of Gulf Power Crist Plant that is adjacent to the surrounding area.

All the permitted uses of the proposed zoning would be supported by already existing industrial activity surrounding the subject property.
Under Criterion C, compatible with the surrounding uses, the proposed amendment is compatible with the surrounding existing uses in the area.
Within the 2,500 feet radius impact area, staff observed properties with zoning districts HC/LI industrial, commercial, public, MDR, and LDR. There are single-family parcels, vacant parcels, and University of West Florida.
Under Criterion D, appropriate if spot zoned. The parcel is currently vacant and has HC/LI zoning classification. A rezoning to industrial would not be considered spot zoning. The parcel adjacent to the north and west is already zoned industrial.
Under Criterion E, per the changed conditions, the land use or development conditions within the argue surrounding the property of the rezoning have not changed.
The rezoning change would allow for the Crist Plant to expand operation for the

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ever-growing area needs to expand its utility power operations. The proposed classification industrial is consistent and compatible with the classification and uses of the surrounding land.

That concludes staff's findings.

THE CHAIRMAN: Board members, any specific questions of staff?

(No response.)

THE CHAIRMAN: Okay. Ms. Gutcher, do you have any questions of staff at this time?

(No response.)

THE CHAIRMAN: Okay. All right.

At this point, we're going to open up the public comment portion. And we are going to use our time, so if someone wants to donate time to another individual, we allow that, but we're going to stick to a tight timeframe here because we don't want to get off on items that we have no control over.

For those members of the public who wish to speak on this matter, please note that the Planning Board bases its decisions on the approval conditions and exceptions described in 2-7.2 of the Escambia County Land Development Code.

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During our deliberations, the Planning Board doers not consider general statements of support or opposition.

Please limit your testimony to the approval conditions described in 2-7.2 and please also note that only those individuals who are here and speak on the record will be allowed to speak at the subsequent Board of County Commission hearing.

And some of these may be employees who are here for support.

But Ryan Cowart, do you wish to speak at this time, sir?

(No response.)

THE CHAIRMAN: The only thing I would say is if you don't speak today, you won't be allowed to speak again. So if you'll be sworn in and state your name and address for the record.

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

MR. COWART: Ryan Cowart, 2674 Carrington Lakes Boulevard, Cantonment.

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THE CHAIRMAN: All right, sir. Go ahead.

MR. COWART: I'm just -- just here working on -- Gulf Power so I have the right to speak if I need to at the next meeting.

THE CHAIRMAN: All right. Are you in support of rezoning?

MR. COWART: Yes I am.

THE CHAIRMAN: Okay. Anything else you wanted to add to the criteria or anything like that to put on the record?

MR. COWART: No, sir.

THE CHAIRMAN: All right. Thank you, sir. Robert Jernigan.

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

MR. JERNIGAN: Robert Jernigan, employee of Gulf Power Company, 1474 Pauline Street, Cantonment, Florida.

Similar to Ryan, I'm in support of the county's rezoning and have nothing to add at this time. Just reserve the right to speak at a future date.

THE CHAIRMAN: All right. Thank you, sir.

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George Jones.

Good morning, sir. Please be sworn in.

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

MR. JONES: My name is George Jones. I live at 918 Valley Ridge Drive in Pensacola, Florida.

The subdivision I live in is just west of the Gulf Power plant. And I'm curious to know what type of effect this expansion would have on the residents in that area.

THE CHAIRMAN: Okay. So on your form you indicated that you're possibly against it, but you really have questions about what it would be.

MR. JONES: Yes, I do. And the only information I got was this 2,500 foot buffer.

Will this expansion go beyond that 2,500 feet?

THE CHAIRMAN: Okay. So do you have specific concerns? Is it noise? Smoke? What were your concerns? Would it be all of those?

MR. JONES: All of those.

THE CHAIRMAN: Okay. So just any kind of negative impact that might happen to your neighborhood.

MR. JONES: Yes.

THE CHAIRMAN: Okay. And we'll ask the applicant to address those concerns when she comes back up.

MR. JONES: Thank you.

THE CHAIRMAN: Is there anything else you wanted to add, sir?

MR. JONES: That's it.

THE CHAIRMAN: Okay. Thank you.

Larry Downs, Jr.

LARRY DOWNS, JR., having been previously sworn, was examined and testified as follows:

MR. DOWNS: Larry Downs Jr., 12156 Havburg Drive, Pensacola, Florida.

THE CHAIRMAN: You were previously sworn in in the other cases --

MR. DOWNS: Yes.

THE CHAIRMAN: So you're still under oath, sir.

MR. DOWNS: Yes, sir.

Again, I'm for this. And I just wanted to be able to speak at the next meeting, if need be.

Of course, we've all got to have power, you know, even though the government grants them that monopoly and gives them lots of exemptions. One of them was from two years ago, a house built, 1021. That's how they ended up doing the solar farms.

And the reason why I wanted to bring up the compatibility, it's just like Mr. Jones just said, you know, he's concerned. And, you know, we need the -- we need to power to go through regardless.

And that's -- you know, even though the government is granting too many exemptions to these monopolies, you know, there should be a little bit more say-so here locally.

But I'm still in favor for it because we got to have business. We got to have power. That's the bottom line.

So they may have to buy out people like Mr. Jones, but that's the way the free market works. So anyways, I'm for it. Thank you.

THE CHAIRMAN: Thank you, Mr. Downs.

Ms. Pino.

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

MS. PINO: Melissa Pino, 4134 Southeast Baublits.

Thank you, Chairman Briske. I'll be brief because like the others I'm primarily speaking just to reserve my right to speak at the BCC meeting, if need be.

And I'm neutral on whether these things are consistent with the Comp Plan, LDC, the surrounding areas, primarily with the environmental and the neighbors' concerns being addressed, because there was recently a fire at this plant just a couple of months ago.

And perhaps this doesn't fall into the purview. I'm not trying to take a stand on this again because we are speaking specifically about zoning. I want to make sure I'm correct.

This vote will or will not change what the zoning will be on this property for how they develop it, can develop it, correct? I mean, apart from the BCC, you guys will be passing

your recommendation to them, on to the BCC.

THE CHAIRMAN: If it's considered to be favorable and pushed forward with recommended approval.

Of course, we still have to make sure that the first step, which was the large-scale amendment, is approved through the state. That would have to happen.

And then if the Board of County Commissioners approve the recommended order, if that's what the Board decides, then, yes, it would change it to the industrial category. And all of the rights under the Land Development Code would be allowed under that?

MS. PINO: And therefore dictated -- allowed through those parameters what gets developed there.

THE CHAIRMAN: Yes. Well, it would still have to go through . . .

MS. PINO: All of that.

THE CHAIRMAN: . . . the DRC and all of that that we always talk about.

MS. PINO: How, then, is permitting already being pursued?

THE CHAIRMAN: I'm sorry?

MS. PINO: How, then, is permitting already being pursued prior to the preapplication process? How are they pursuing permits for the project, if none of these changes have officially taken place yet?

THE CHAIRMAN: I'm not sure. I don't know the answer to that.

MR. JERNIGAN: I can answer that question.

THE CHAIRMAN: Sir, come forward, and state your name and your position for the record, please.

MR. JERNIGAN: Yeah. Rob Jernigan, Gulf Power Company, Environmental Services.

We are pursuing permits through the Florida Department of Environmental Protection and the U.S. Army Corps of Engineers, so they're entities from Escambia County, so we're pursuing permitting with them at this time.

THE CHAIRMAN: Okay. So that there's nothing with Escambia County for a building permit or a site plan development review permit or anything like that.

MR. FISHER: John Fisher.

Nothing's been submitted to the county, just a preapplication.

THE CHAIRMAN: Okay. Does that answer your question, Ms. Pino?

MS. PINO: Yes.

THE CHAIRMAN: Thank you.

Ms. Hostetter.

Ms. Hostetter, I don't think we were in quasi-judicial when you spoke, so please be sworn in and state your name and address.

- - -

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

- - -

MS. HOSTETTER: 328 East Sunset Avenue.

THE COURT REPORTER: Please state your name.

MS. HOSTETTER: Margaret Hostetter.

THE CHAIRMAN: Go ahead, Ms. Hostetter.

MS. HOSTETTER: My husband's been doing the research in our Land Development Code, and he's come up with two possibilities as far as what may be required or some kind of an exemption for utilities.

And one of them is 2.02.00 in the Land Development Code. I'm sorry. I don't know what the other reference is, but it says "permits

required.

"Notwithstanding the issuance of a development order, no development may commence without a valid Escambia County permit, including but not limited to building permits, land and tree management permits, utility permits." So that may be the answer. I don't know.

Another that he has just found is -- He just sent me the paragraph, so I'm sorry. I don't know where it links in.

But it's number 7, "Work performed by utilities governed by the Florida Public Service Commission necessary for the maintenance and construction of utility lines and necessary to maintain Florida Public Service Commission required safe clearance is exempt from the tree protection provisions of this section.

"Utilities will, however, regularly inform the county of scheduled maintenance tree trimming."

So that one sounds like it is pertaining to the specific maintenance of lines so that any trees trimmed would be done so at their discretion.

Trees are limited to be trimmed ordinarily to 30 percent of its canopy, but I presume this means if they feel in their work that it is more -- that more is to be removed, they have the decision -- they can make that decision.

And so that doesn't answer my question quite, unless the first one that I read which said that permits are required.

Notwithstanding the issuance of a development order, no development may commence without a valid Escambia County permit, which includes land and any tree-management permits.

So I hope that means that the tree survey required for all commercial developments will be required for the utilities as well.

And I look forward to finding out if there is an exemption that I couldn't find or my husband in this case couldn't find in a short period of time.

But let's -- let's just say we need to protect our environment, our watershed, everything that is starting in my opinion with a good preservation of conservation areas, as well as just trees in general.

Thank you.

THE CHAIRMAN: Thank you, Ms. Hostetter. Okay. That's all that I have signed up.

Sorry?

MR. WADE: Can I fill out a . . .

THE CHAIRMAN: Yes, sir. Come forward. Go ahead and get sworn in and state your name and address for the record, and please get us a sheet before you leave.

- - -

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

- - -

MR. WADE: Kevin Wade, 413 Southeast Publix.

THE CHAIRMAN: Go ahead, sir.

MR. WADE: This question just came to me, which was permits for ACE include dredge and -- and fill of wetlands. What exactly do they need to change the zoning to industrial if they aren't planning to discharge pollutants? ACE and FDEP are for discharge permits and development of wetlands.

THE CHAIRMAN: Okay. So that's a question for the applicant that you're asking?

MR. WADE: Yes, sir.

THE CHAIRMAN: Okay. All right. We'll ask them to answer that question, as well as Mr. Jones' question as well.

Is there anyone else that has not spoken on this matter that wishes to speak?

(No response.)

THE CHAIRMAN: All right. Hearing none, we will hereby close the public comment portion of the meeting.

And Ms. Gutcher, we'll ask you to come forward. And if you would, please, start with Mr. Jones because he was the first one to ask the question, about any, you know, issues that may arise.

And then the gentleman that just spoke also asked some questions.

MS. MILLS-GUTCHER: Certainly.

The way I understood Mr. Jones' question was in part regarding a 2,500 foot radius that he saw on the map that was sent to him.

And to be clear, that wasn't something we generated. That was something that Escambia County generated as the requirement of a notice that they have to a certain perimeter around the site.

And whether or not there's going to be any noise or any other kind of smoke, I'm going to have to defer to Gulf Power staff to let us know about that. That's an operational question.

THE CHAIRMAN: Okay.

MR. FLIPPIN: Once again, Bill Flippin.

THE CHAIRMAN: You were previously qualified as an expert in the area of construction and engineering. So you'll continue your testimony as an expert in that area.

Go ahead, sir.

MR. FLIPPIN: Yes, sir.

In regard to impacts to the neighboring communities for this proposal, we do not anticipate any impacts in regard to noise or dust or light, any adverse impacts.

Obviously, this is being built on our existing property. We have -- I don't know if you can bring up the aerial that shows the satellite image.

THE CHAIRMAN: While they're pulling that up, there already is a certain amount of noise that comes from the plant as part of the process of generating energy and everything.

So that's already there. So this wouldn't add anything additional to what's already there, or would it? I'm asking that question.

MR. FLIPPIN: Well, it is -- it is additional.

So in the area that we're looking at, again, that's where we are proposing to build these new combustion turbines.

Just to orient you to the rest of the plant -- we talked a little bit about it at the start -- to the north and east is the large existing facility, power plant facility.

But to the west and to the south on the north side of Pate Street, that's all also part of the facility. That's an ash storage area. There's also construction laydown areas that are always in use.

There's parking lots for construction contractors that come in. So those areas are -- including the ash storage area. You can't tell from this photo, but they're a much higher elevation than where we're building our facility. So there will be some blockage to the west.

There's also obviously considerable area

between us and the neighborhood, the residences to the southwest, which will alleviate any kind of noise issues, visual issues.

So we -- again, we don't anticipate there being any adverse impacts associated with those things. And obviously we're going to comply and have to show that through the development process.

THE CHAIRMAN: To the best of your knowledge, are there any requirements for the maximum amount of decibels of sound or anything like that, that one of these plants could create? Maybe it's a governmental, not Escambia County government, but a federal or a state regulation?

MR. FLIPPIN: Not to my knowledge.

THE CHAIRMAN: Okay.

MR. JONES: And I would like to say -- and we will definitely be engaging more into that during the site plan review process, to see if there's any best management practices.

The Land Development Code may not require that, but we will definitely recommend that those things -- that you try to go beyond that to protect the community and to satisfy those or

just noise and any other ways or anything to go beyond so that -- so that they can be assured that this project is in compliance and it is going beyond using best management practices.

MR. FLIPPIN: I'll just reiterate what we said at the start. We're not using additional water, additional sewer. We don't expect there to be traffic impacts because we're using existing plant facility personnel to operate and maintain this long-term, so . . .

THE CHAIRMAN: Okay.

MR. FLIPPIN: This also should not have impact to the residences.

THE CHAIRMAN: All right.

MR. PYLE: I just am very curious, Mr. Flippin. With this construction, I just find it fascinating that you are using natural gas as a combustion means for the power plant.

But will this increase, decrease, or is there a net neutral effect of the amount of coal that you'll utilize in the plant, based upon this addition to the plant?

MR. FLIPPIN: It will certainly decrease the amount of coal that's being used over time.

MR. PYLE: Thank you.

THE CHAIRMAN: Reed, go ahead.

MR. RUSHING: Do y'all still have the slides that they -- the five slides they had up, the PowerPoint?

There's a picture I'm looking for. I guess maybe it's the first picture.

You show -- okay -- on the bottom left hand of this picture here, you already showed that you already have things that are -- That's already there, correct?

MR. FLIPPIN: No. That's a rendering of what we're building.

MR. RUSHING: Okay.

MR. FEARS: Go back one page. There is nothing else. I thought there was a before and after.

MR. RUSHING: So that's what you're looking to build. That's the part. So there are still -- and I wanted to kind of point it out. There are still trees on the facility.

And you'd already be looking at where those trees are, so to help Ms. Hostetter's question.

That's all. That's what I was looking for, see what it was going to be versus what it

is.

THE CHAIRMAN: Okay. Any other question?

MR. FEARS: That's it.

THE CHAIRMAN: Mr. Jones, does that satisfy your question about the effects?

MR. JONES: Yes.

THE CHAIRMAN: Okay. Thank you.

And just for all members of the public, the DRC process is a public process. And you can find out more information about the requirements that are going to be placed on any development on the property, as well as the trees, and any other concerns as far as discharge. I know there was a question about additional discharge, and things like that. Those would all have to be addressed during the process, so . . .

UNIDENTIFIED VOICE: Not here but . . .

THE CHAIRMAN: That's not a zoning issue. That would be part of the site plan review and development review process.

MR. JONES: And I would like to say -- And if there's any questions -- public hearing stage -- if there's any questions that -- Ms. Melissa, that you may have, you know how to

reach me. E-mail me, and I'll make sure -- If it's applicable to them, I'll make sure they get it, and I'll make sure -- and I'll see if they can address it, even just to give you some information on what they're doing. So we can always get it to them.

And what the response is is up to them. If it's a requirement, they've got to do it. But if it's a recommendation or a suggestion, I will definitely pass it on and see if that can be considered.

MS. PINO: Thank you.

MR. JONES: Definitely.

THE CHAIRMAN: Okay. Ms. Gutcher.

Any final comments or witnesses you wish to bring forward?

MS. MILLS-GUTCHER: I think Mr. Wade had a question. And I don't know if I captured all of his concerns.

THE CHAIRMAN: Okay.

MS. MILLS-GUTCHER: But I think it was about why we were requesting the industrial category.

And simply put, that's the only category that allows for power plants.

UNIDENTIFIED VOICE: Permitting.

THE CHAIRMAN: I think it was some question about discharges, additional discharges, and things like that as well.

UNIDENTIFIED VOICE: Environment.

MS. MILLS-GUTCHER: So is the question why are we looking for DEP permitting?

THE CHAIRMAN: Mr. Wade, let's clarify your question.

If you'll come back to the microphone, sir.

MR. WADE: Yes. My concerns are, why are you seeking these -- these -- permitting, when the permitting applies towards the storage and effluence, and all of that?

MS. MILLS-GUTCHER: I'll let Robert answer that question.

MR. JERNIGAN: You can call me as a witness.

THE CHAIRMAN: That's fine. You can come forward, sir.

Just state your name and address and position for the record.

MR. JERNIGAN: Robert Jernigan, Gulf Power Company. Address, 1474 Pauline Street, Cantonment.

I'm an engineer with Environmental Affairs at Gulf Power. Been so for 10 years. Worked on several of these projects.

The reason we are looking at and pursuing permitting for -- from DEP and the Army Corps is that in order to build on these, there's a small 0.4 acre wetland area, so we had to pursue a permit from the Army Corps to build that.

They're working through the process of the jurisdiction and determination to figure out if we actually need that, but we are pursuing it nonetheless.

And then, as Mr. Flippin pointed out, we are constructing combustion turbines on here. So as part of the DEP's environmental resource permitting for stormwater and land use, we're working through that process.

There are also combustion turbines, so DEP oversees that as part of their air construction permitting, so we have an existing air construction permit for the rest of the facility. We'll be tying in these four combustion turbines as part of that as well.

THE CHAIRMAN: So in addition to the

county regulations, you have both state and federal guidelines that you also must meet in order to do this.

MR. JERNIGAN: That's correct.

THE CHAIRMAN: Not to do the rezoning, but --

THE CHAIRMAN: Right.

MR. JERNIGAN: -- to do the construction that comes after.

THE CHAIRMAN: Okay. Does that satisfy?

All right. Thank you, sir.

All right? Anything else?

(No response.)

THE CHAIRMAN: Okay.

The Chair will entertain a motion.

MR. INGWELL: Based on staff's findings and the evidence presented, I'd like to make a motion to accept or recommend approval of Z-2019-15.

MR. FEARS: Second.

THE CHAIRMAN: Motion and second.

Any further discussion?

MR. JONES: Mr. Briske.

MS. LINDSAY: I just wanted to make sure in your motion it was contingent upon the large

scale being adopted.
MR. INGWELL: Contingent upon the FLU amendment being adopted, I recommend approval of Z-2019-15.
MR. FEARS: Second.
THE CHAIRMAN: Okay. The second stands with the amendment.
Any further comments or questions? Discussions?
(No response.)
THE CHAIRMAN: All those in favor say aye.
(Chorus of "ayes.")
THE CHAIRMAN: Opposed?
(No response.)
THE CHAIRMAN: Motion carries unanimously.
(Hearing concluded at 11:50 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. C.**

Meeting Date: 09/03/2019

CASE : Z-2019-15

APPLICANT: Allara Mills-Gutcher, Agent, Gulf Power Company, Owner

ADDRESS: 11999 N. Pate Street

PROPERTY REF. NO.: 25-1N-30-1003-000-000, 25-1N-30-1006-000-000, 25-1N-30-1006-000-001

FUTURE LAND USE: Industrial (I), Pending LSA-2019-02

DISTRICT: 5

OVERLAY DISTRICT: N/A

BCC MEETING DATE:

SUBMISSION DATA:

REQUESTED REZONING:

FROM: HC/LI, Heavy Commercial and Light Industrial district (25 du/acre)

TO: Ind, Industrial district (du density limited to vested residential development)

RELEVANT AUTHORITY:

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

APPROVAL CONDITIONS

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

Consistent with Comprehensive Plan

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 Industrial (I) **is consistent** with the intent and purpose of Future Land Use (FLU) category Industrial (I) as stated in CPP FLU 1.3.1. The rezoning will pending on the approval of LSA-2019-02 from HC/LI to Industrial (I). The Industrial (I) FLU is "Intended for a mix of industrial development and ancillary office and commercial uses that are deemed to be compatible with adjacent or nearby properties. Industrial areas shall facilitate continued industrial operations within the county and proved jobs and employment security for present and future residents." "Range of Allowable Uses: Light to industrial, ancillary retail and office. No new residential development is allowed." The amendment is also consistent with the intent of FLU 1.5.1, by making use of the existing public and private 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. 3-2.11 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 the applicable FLU and 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 outside of the Industrial (I) future land use category but if within the Commercial (C) future land use category (and not the principal single-family dwelling on an existing lot of record), only as part of a predominantly commercial development; and excluding new or expanded manufactured (mobile) home parks and subdivisions. See also conditional uses in this district.

(2) Retail sales. Retail sales, including Low-THC marijuana dispensing facilities, sales of alcoholic beverages, sales of automotive fuels, and sales of new and used automobiles, motorcycles, boats, and manufactured (mobile) homes.

(3) Retail services.

a. Car washes, automatic or manual, full service or self-serve.

b. Child care facilities.

c. Hotels, motels and all other public lodging, including boarding and rooming houses.

d. Personal services, including those of beauty shops, health clubs, pet groomers, dry cleaners and tattoo parlors.

e. Professional services, including those of realtors, bankers, accountants, engineers, architects, dentists, physicians, and attorneys.

f. Rental of automobiles, trucks, utility trailers and recreational vehicles.

g. Repair services, including appliance repair, furniture refinishing and upholstery, watch and jewelry repair, small engine and motor services, and major motor vehicle and boat service and repair, but excluding outdoor work or storage.

h. Restaurants and brewpubs, including on-premises consumption of alcoholic beverages, drive-in and drive-through service, and brewpubs with the distribution of on-premises produced alcoholic beverages for off-site sales. The parcel boundary of any restaurant or brewpub with drive-in or drive-through service shall be at least 200 feet from any LDR or MDR zoning district unless separated by a 50-foot or wider street right-of-way.

i. Taxi and limousine services.

See also conditional uses in this district.

(4) Public and civic.

a. Broadcast stations with satellite dishes and antennas, including towers.

b. Cemeteries, including family cemeteries.

c. Community service facilities, including auditoriums, libraries, museums, and neighborhood centers.

d

. Educational facilities, including preschools, K-12, colleges, and vocational schools.

e. Emergency service facilities, including law enforcement, fire fighting, and

medical assistance.

f. Funeral establishments.

g. Homeless shelters.

h. Hospitals.

i. Offices for government agencies or public utilities.

j. Places of worship.

k. Public utility structures, including telecommunications towers, but excluding industrial uses not otherwise permitted.

See also conditional uses in this district.

(Ord. No. 2015-24, § 1, 7-7-15)

(5) Recreation and entertainment.

a. Commercial entertainment facilities, indoor or outdoor, including movie theatres, amusement parks, and stadiums, but excluding motorsports facilities. Carnival-type amusements shall be at least 500 feet from any residential district. Bars, nightclubs, and adult entertainment are prohibited in areas with the zoning designation HC/LI-NA or areas zoned ID-CP or ID-1 prior to adoption of HC/LI zoning.

b. Commercial recreation facilities, passive or active, including those for walking, hiking, bicycling, camping, recreational vehicles, swimming, skateboarding, bowling, court games, field sports, and golf, but excluding off-highway vehicle uses and outdoor shooting ranges. Campgrounds and recreational vehicle parks require a minimum lot area of five acres.

c. Marinas, private and commercial.

d. Parks, with or without permanent restrooms or outdoor event lighting.

See also conditional uses in this district.

(6) Industrial and related. The following industrial and related uses, except within MU-S.

a. Light industrial uses, including research and development, printing and binding, distribution and wholesale warehousing, and manufacturing, all completely within the confines of buildings and without adverse off-site impacts.

b. Marinas, industrial.

c. Microbreweries, microdistilleries, and microwineries, except in areas with the zoning designation HC/LI-NA.

See also conditional uses in this district.

(7) Agricultural and related.

a. Food produced primarily for personal consumption by the producer, but no farm animals.

b. Nurseries and garden centers, including adjoining outdoor storage or display of plants.

c. Veterinary clinics, excluding outside kennels.

See also conditional uses in this district.

(8) Other uses. Within MU-S, outside storage is permitted only when adequately screened per LDC regulations.

a. Billboards structures, excluding areas zoned ID-CP, GBD, or GID prior to adoption of HC/LI zoning.

b. Building or construction trades shops and warehouses, including on-site outside storage.

c. Bus leasing and rental facilities, not allowed within MU-S.

d. Deposit boxes for donation of used items when placed as an accessory structure on the site of a charitable organization.

e. Outdoor adjacent display of plants by garden shops and nurseries.

f. Outdoor sales.

g. Outdoor storage of trailered boats and operable recreational vehicles, excluding repair, overhaul or salvage activities.

h. Parking garages and lots, commercial, not allowed within MU-S.

i. Sales and outdoor display of prefabricated storage sheds.

j. Self-storage facilities, including vehicle rental as an accessory use.

(c) Conditional uses. Through the conditional use process prescribed in Chapter 2, the BOA, or the BCC as noted, may conditionally allow the following uses within the HC/LI district:

(1) Residential. Caretaker residences not among the permitted uses of the district and for permitted non-residential uses.

(2) Retail services. Restaurants not among the permitted uses of the district.

(3) Public and civic. Cinerators.

(4) Recreation and entertainment.

a. Motorsports facilities on lots 20 acres or larger.

b. Off-highway vehicle commercial recreation facilities on lots 20 acres or larger.

c. Shooting ranges, outdoor.

(5) Industrial and related. The following industrial and related uses, except within MU-S:

a. Asphalt and concrete batch plants if within the Industrial (I) future land use category and within areas zoned GID prior to adoption of HC/LI zoning.

b. Borrow pits and reclamation activities 20 acres minimum and (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and land use regulations in Part III, the Land Development Code, chapter 4.) *Borrow pits are prohibited on land zoned GBD, GID, and WMU prior to the adoption of the HC/LI zoning.

c. Salvage yards not otherwise requiring approval as solid waste processing facilities.

d. Solid waste processing facilities, including solid waste collection points, solid waste transfer facilities, materials recovery facilities, recovered materials processing facilities, recycling facilities and operations, resource recovery facilities and operations, and volume reduction plants.

The conditional use determination for any of these solid waste facilities shall be made by the BCC in lieu of any hearing before the BOA. The applicant shall submit a site boundary survey, development plan, description of anticipated operations, and evidence that establishes each of the following conditions in addition to those prescribed in Chapter 2:

1. Trucks have access to and from the site from adequately wide collector or arterial streets and do not use local residential streets.

2. The scale, intensity, and operation of the use will not generate unreasonable noise, traffic, objectionable odors, dust, or other potential nuisances or hazards to contiguous properties.

3. The processing of materials will be completely within enclosed buildings unless otherwise approved by the BCC.

4. The plan includes appropriate practices to protect adjacent land and resources, minimize erosion, and treat stormwater; landscaping and buffering for adjacent uses; hours of operation; methods to comply with maximum permissible noise levels; means of access control to prevent illegal dumping; and plans for materials storage. (6) Agricultural and related. Kennels or animal shelters not interior to veterinary clinics.

(7) Other uses.

a. Structures of permitted uses exceeding the district structure height limit.

b. Heliports.

(e) Location criteria. All new non-residential uses proposed within the HC/LI district that are not part of a planned unit development or not identified as exempt by district regulations shall be on parcels that satisfy at least one of the following location criteria:

(1) Parcel previously zoned GBD within the MU-S FLU along Hwy 29 or SR 95A. Parcels previously zoned GBD and within the MU-S future land use category which are located along and directly fronting U.S. Highway 29 or State Road 95A

(2) Proximity to intersection. Along an arterial street and within one-quarter mile of its intersection with an arterial street.

(3) Site design. Along an arterial street, no more than one-half mile from its intersection with an arterial street, and all of the following site design conditions:

a. Not abutting a RR, LDR or MDR zoning district

b. Any intrusion into a recorded residential subdivision is limited to a corner lot

c. A system of service roads or shared access is provided to the maximum

extent feasible given the lot area, lot shape, ownership patterns, and site and street characteristics.

d. Adverse impacts to any adjoining residential uses are minimized by placing the more intensive elements of the use, such as solid waste dumpsters and truck loading/unloading areas, furthest from the residential uses.

e. Location in an area where already established non-residential uses are otherwise consistent with the HC/LI, and where the new use would constitute infill development of similar intensity as the conforming development on surrounding parcels. Additionally, the location would promote compact development and not contribute to or promote strip commercial development.

Sec. 3-2.12 Industrial district (Ind).

(a) Purpose. The Industrial (Ind) district establishes appropriate areas and land use regulations for a broad range of industrial uses. The primary intent of the district is to accommodate general assembly, outdoor storage, warehousing and distribution, major repair and services, manufacturing, salvage and other such uses and activities that contribute to a diverse economic base but cannot satisfy the compatibility requirements and higher performance standards of other districts. The Industrial district is also intended to provide appropriate locations and standards that minimize dangers to populations and the environment from heavy industrial activities, and to preserve industrial lands for the continuation and expansion of industrial production. Non-industrial uses within the district are limited to ensure the preservation of adequate areas for industrial activities. New or expanded residential development is generally prohibited.

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

(1) Residential. No new residential uses, including accessory dwelling units, except caretaker residences for permitted non-residential uses. Caretaker and vested single-family dwellings include manufactured (mobile) homes.

(2) Retail sales. No retail sales except as permitted industrial and related uses.

(3) Retail services. No retail services except as permitted industrial and related uses.

(4) Public and civic.

a. Cinerators, including direct disposition.

b. Emergency service facilities, including law enforcement, firefighting, and medical assistance.

c. Public utility structures, including telecommunications towers.

(5) Recreation and entertainment. No recreation or entertainment uses.

(6) Industrial and related.

a. Bulk storage.

b. Industrial uses, light and heavy, including research and development, printing and binding, distribution and wholesale warehousing, processing of raw materials, manufacturing of finished and semi-finished products, salvage yards, solid waste transfer and processing facilities, materials

recovery and recovered materials processing facilities, landfills, concrete and asphalt batch plants, power plants, and mineral extraction. c. Solid waste collection points.

(7) Agricultural and related. No agricultural or related uses except as permitted industrial and related uses.

(8) Other uses. [reserved]

(c) Conditional uses. Through the conditional use process prescribed in Chapter 2, the BOA or BCC as noted, may conditionally allow the following uses within the Industrial district.

(1) The BOA may conditionally allow the following uses:

a. A permitted use of the industrial district to exceed the district structure height limit.

b. Borrow pits and reclamation activities 20 acres minimum (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and land use regulations in Part III, the Land Development Code, chapter 4.)

(2) The BCC may conditionally allow solid waste processing facilities, including solid waste collection points, solid waste transfer facilities, materials recovery facilities, recovered materials processing facilities, recycling facilities and operations, resource recovery facilities and operations, and volume reduction plants.

For any of these solid waste facilities the applicant shall submit, to the Planning Official or his designee, a site boundary survey, development plan, description of anticipated operations, and evidence that establishes each of the following conditions in addition to those prescribed in Chapter 2 to the Planning department:

a. Trucks have access to and from the site from adequately wide collector or arterial streets and do not use local residential streets.

b. The scale, intensity, and operation of the use will not generate unreasonable noise, traffic, objectionable odors, dust, or other potential nuisances or hazards to contiguous properties.

c. The processing of materials will be completely within enclosed buildings unless otherwise approved by the BCC.

d. The plan includes appropriate practices to protect adjacent land and resources, minimize erosion, and treat stormwater; landscaping and buffering for adjacent uses; hours of operation; methods to comply with maximum permissible noise levels; means of access control to prevent illegal dumping; and plans for materials storage.

(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 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 feet on each side.

(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.

(e) Location criteria. All new industrial uses proposed within the Industrial district that are not part of a planned unit development shall be on parcels that satisfy all of the following location criteria:

(1) Located so that the negative impacts of the uses on the functions of natural systems are avoided if possible, and minimized when unavoidable.

(2) Accessible to essential public facilities and services at the levels of service adopted in the Comprehensive Plan.

(3) Located on parcels of land large enough to adequately support the type of industrial development proposed and minimize any adverse impacts upon surrounding properties through effective buffering so that the proposed use is compatible with surrounding uses.

(f) Rezoning to Ind. Industrial zoning may be established only within the Industrial (I) future land use category. The district is appropriate where conflicts with other uses can be minimized through orderly zoning transitions and effective buffering, and where sufficient access to transportation and other public facilities is available. Rezoning to Industrial is subject to the same location criteria as any new industrial use proposed within the Industrial district. (Ord. No. 2016-15, § 1, 2-18-16; Ord. No. 2019-18, §, 3, 4-4-19)

FINDINGS

The proposed amendment **is consistent** with the intent and purpose of the Land Development Code. The rezoning would allow for the expansion of Gulf Power, Crist Plant that is adjacent to the surrounding area. All the permitted uses of the proposed zoning would be supported by the already existing Industrial activities surrounding the subject properties.

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 2500' radius impact area, staff observed properties with zoning districts HC/LI, Industrial, Commercial, Public, MDR, and LDR. There are single-family parcels, vacant parcels, and University of West Florida.

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 parcel is currently vacant and has HC/LI zoning classification. A rezoning to Industrial **would not be** considered spot zoning the parcel adjacent to the north and west is already zoned Industrial.

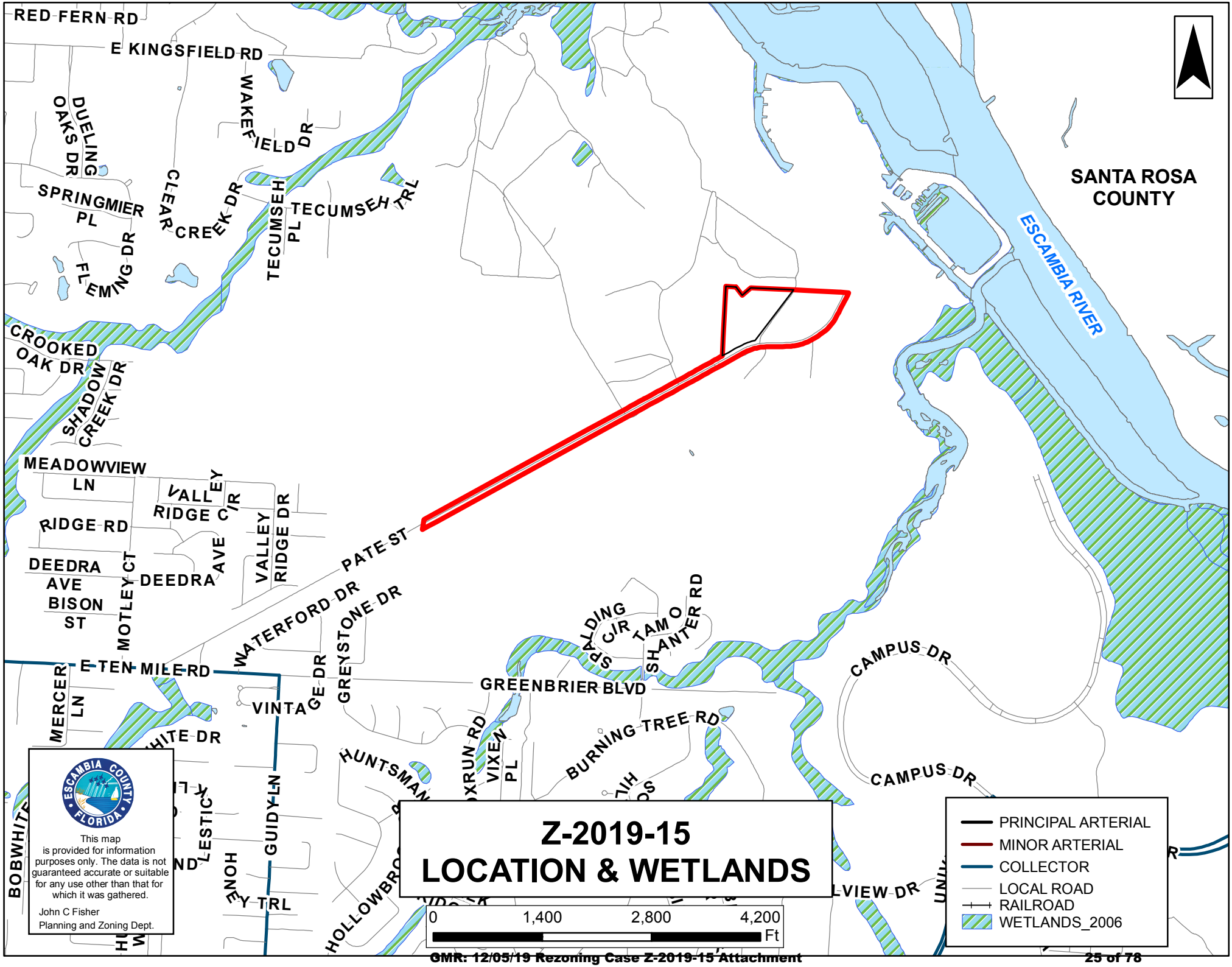
Criterion e., LDC Sec. 2-7.2(b)(4)

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 change**. The rezoning change would allow for the Crist Plant to expand it's operation for the ever growing area and needs to expand it's utility power operations. The proposed classification of Industrial (I) is consistent and compatible with the classification and uses of surrounding land.

Attachments

Working Case File 15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E KINGSFIELD RD
DUELING OAKS DR
SPRINGMIER PL
FLEMING DR
CLEAR CREEK DR
WAKEFIELD DR
TECUMSEH PL
TECUMSEH TRL
SANTA ROSA COUNTY
ESCAMBIA RIVER
CROOKED OAK DR
SHADOW CREEK DR
MEADOWVIEW LN
VALLEY RIDGE CIR
RIDGE RD
VALLEY RIDGE DR
DEEDRA AVE
DEEDRA AVE
BISON ST
MOTLEY CT
PATE ST
WATERFORD DR
GREYSTONE DR
E TEN MILE RD
MERCER LN
VINTAGE DR
GREENBRIER BLVD
SPALDING CIR
TAMO SHANTER RD
CAMPUS DR
BURNING TREE RD
CAMPUS DR
HUNTSMAN
VIXEN PL
GUIDY LN
HONEY TRL
HOLLOWBROOK
VIEW DR
BOBWHITE
LESTICY
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
John C Fisher
Planning and Zoning Dept.
Z-2019-15
LOCATION & WETLANDS
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Ft
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
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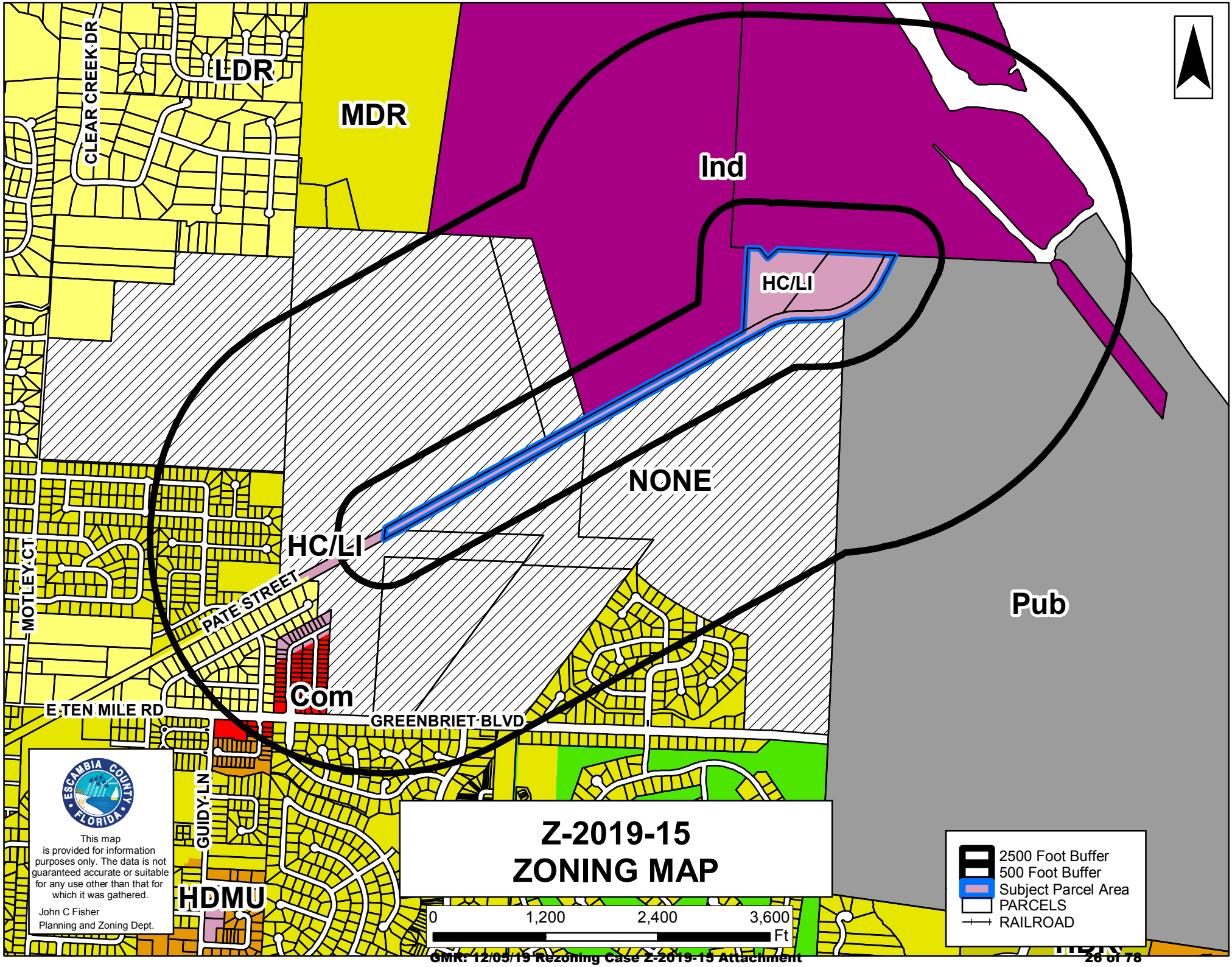
LDR
MDR
Ind
HC/LI
NONE
HC/LI
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HDMU
CLEAR CREEK DR
MOTLEY CT
PATE STREET
E TEN MILE RD
GREENBRIET BLVD
GUIDY LN
Z-2019-15
ZONING MAP
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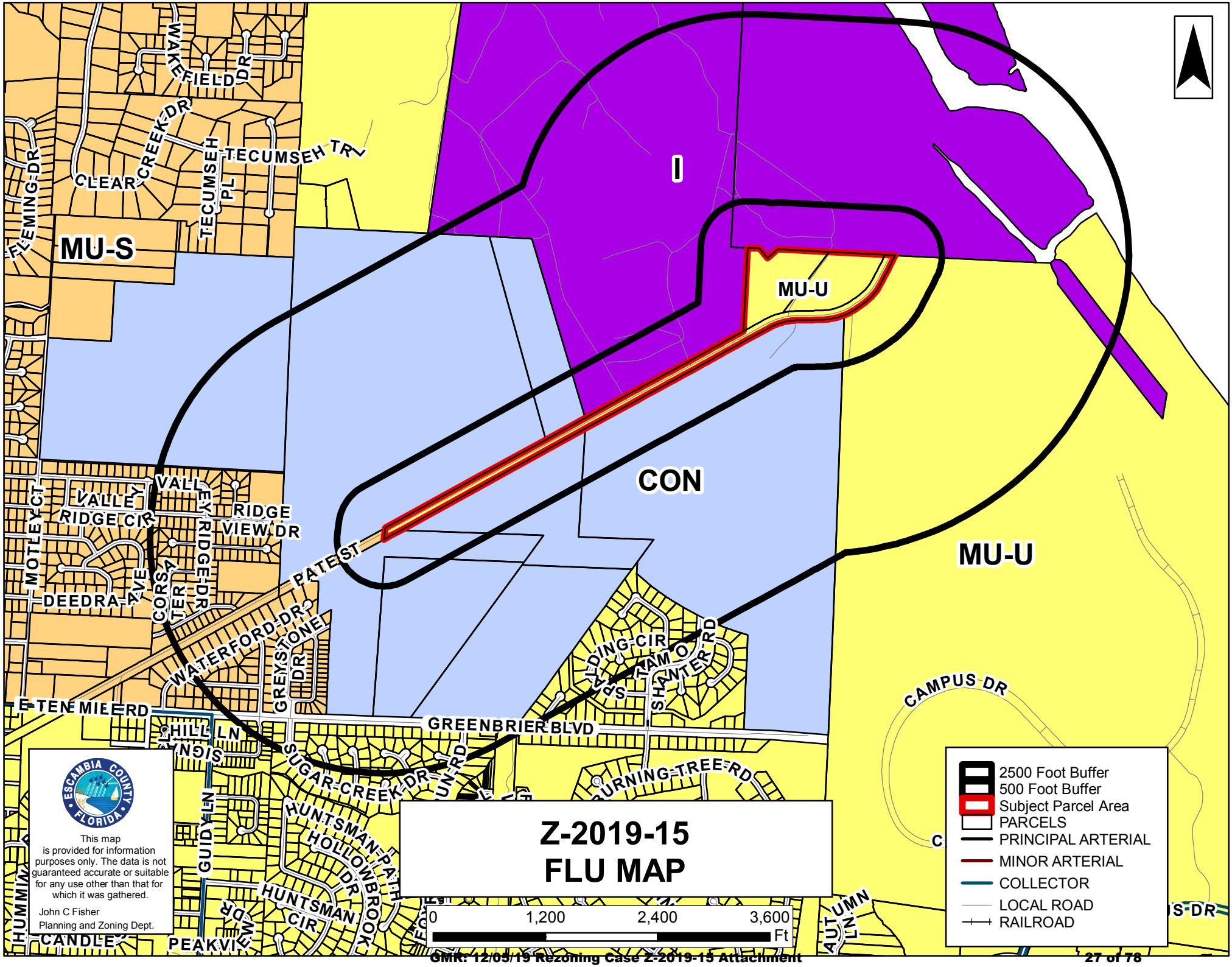
2500 Foot Buffer
500 Foot Buffer
Subject Parcel Area
PARCELS
RAILROAD
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
John C Fisher
Planning and Zoning Dept.


I
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MU-U
CON
MU-U
MAKEFIELD DR
CLEAR CREEK DR
TECUMSEH TRV
TECUMSEH PL
FLEMING DR
VALLEY CT
VALLEY RIDGE CIR
VALLEY RIDGE VIEW DR
VALLEY RIDGE DR
MOTLEY CT
DEEDRA AVE
CORSAIR TER
PATEST
WATERFORD DR
GREYSTONE DR
E TEN MILE RD
GREENBRIER BLVD
HILL LN
SIGNATURE LN
SUGAR CREEK DR
GUIDY LN
HUNTSMAN PATH
HOLLOWBROOK DR
HUNTSMAN CIR
PEAKVIEW DR
CANDLE
HUMMINGBIRD
SHANTER RD
CAMPUS DR
BURNING TREE RD
AUTUMN LN
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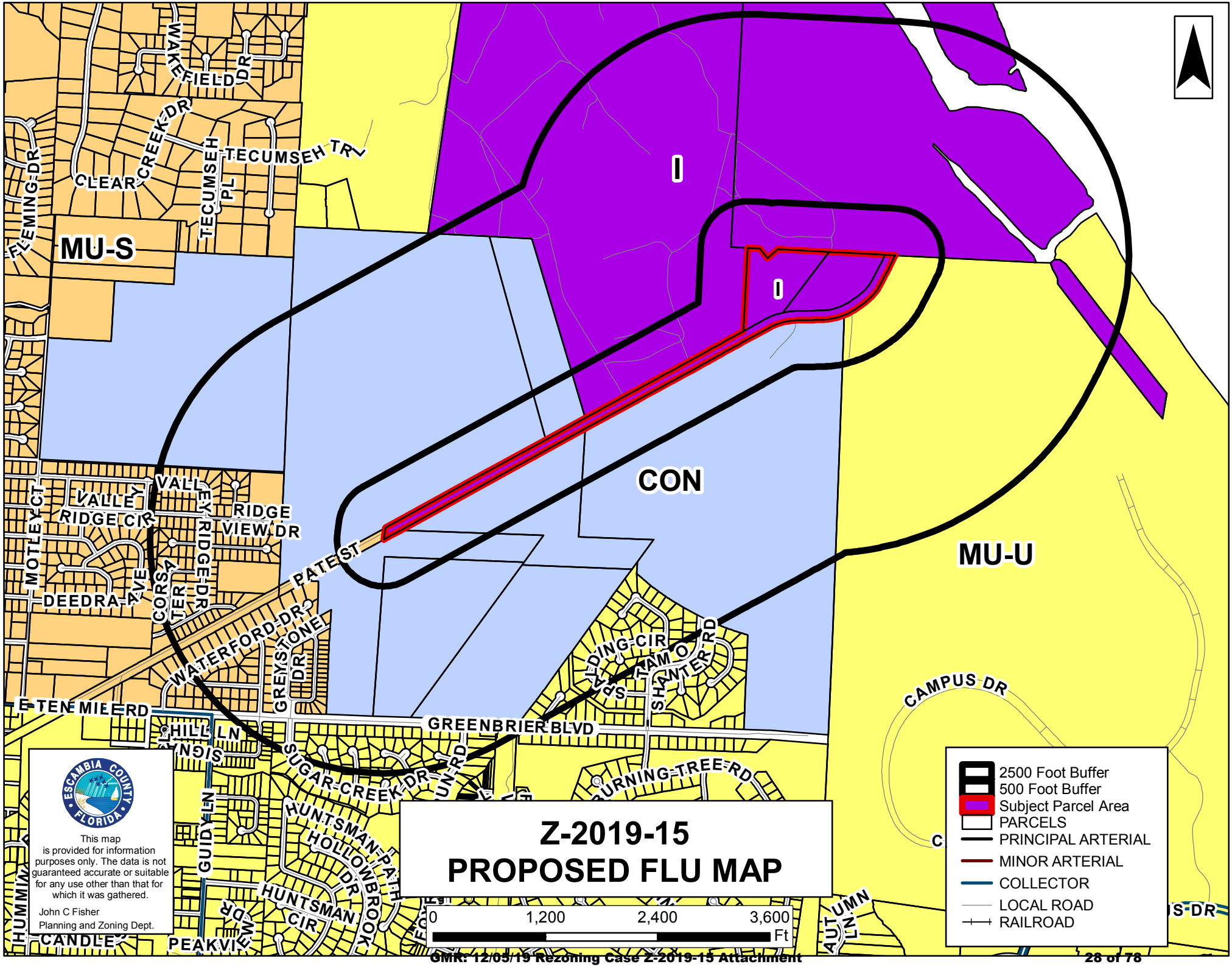
Z-2019-15
FLU MAP
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
John C Fisher
Planning and Zoning Dept.
2500 Foot Buffer
500 Foot Buffer
Subject Parcel Area
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
RAILROAD



Z-2019-15
PROPOSED FLU MAP

TECUMSEH PL
TECUMSEH CT
TECUMSEH TRL
SAFETY FIRST AVE
RIDGE VIEW DR
PATE ST
MAC GREGOR DR
ADIRONDACK RD
GREENBRIER BLVD
FOXRUN RD
Z-2019-15
AERIAL MAP
0
825
1,650
2,475
Ft
Subject Parcel Area
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
RAILROAD
ESCAMBIA COUNTY FLORIDA
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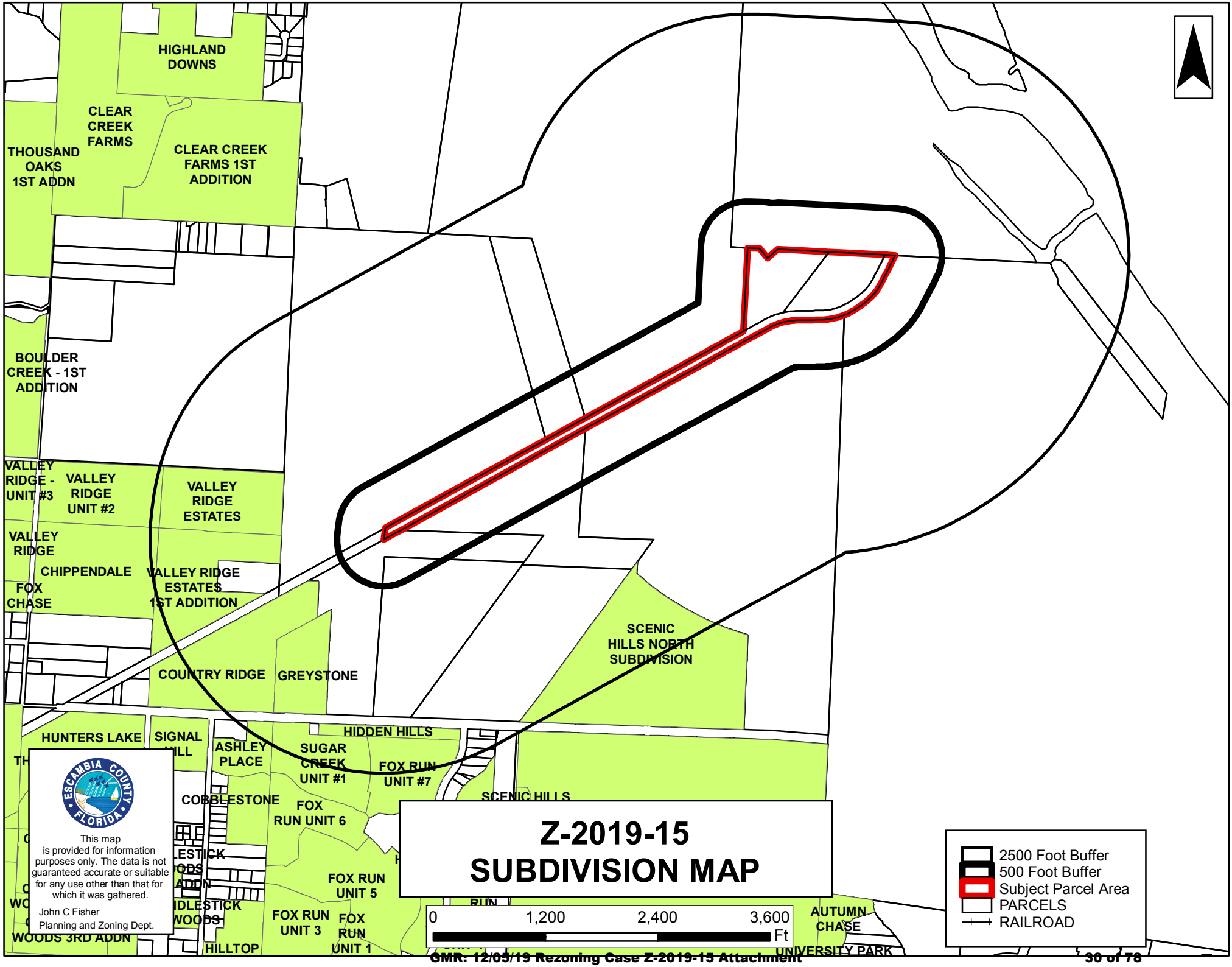
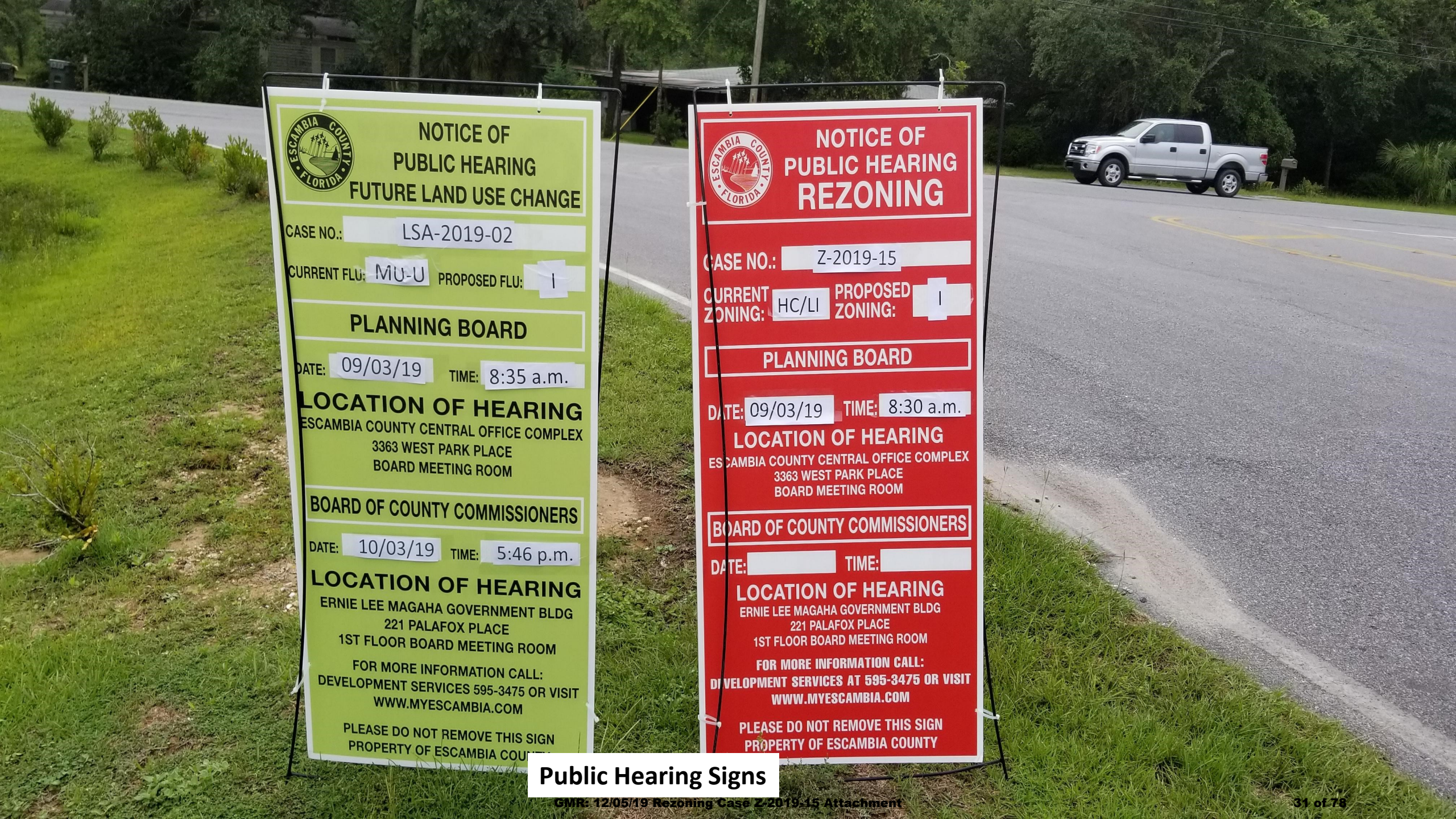
Planning and Zoning Dept.


HIGHLAND DOWNS
CLEAR CREEK FARMS
THOUSAND OAKS 1ST ADDN
CLEAR CREEK FARMS 1ST ADDITION
BOULDER CREEK - 1ST ADDITION
VALLEY RIDGE - UNIT #3
VALLEY RIDGE UNIT #2
VALLEY RIDGE ESTATES
VALLEY RIDGE
CHIPPENDALE
FOX CHASE
VALLEY RIDGE ESTATES 1ST ADDITION
SCENIC HILLS NORTH SUBDIVISION
COUNTRY RIDGE
GREYSTONE
HUNTERS LAKE
SIGNAL HILL
ASHLEY PLACE
HIDDEN HILLS
SUGAR CREEK UNIT #1
FOX RUN UNIT #7
COBBLESTONE
FOX RUN UNIT 6
SCENIC HILLS
FOX RUN UNIT 5
FOX RUN UNIT 3
FOX RUN UNIT 1
HILLTOP
AUTUMN CHASE
UNIVERSITY PARK
WOODS 3RD ADDN
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
John C Fisher
Planning and Zoning Dept.
Z-2019-15
SUBDIVISION MAP
0 1,200 2,400 3,600 Ft
2500 Foot Buffer
500 Foot Buffer
Subject Parcel Area
PARCELS
RAILROAD



Public Hearing Signs

Looking South From Pate Street

Looking Southwest from Pate Street

Looking West From Gulf Power Property

Looking North onto Gulf Power Property

Planning Board-Rezoning **7. C.**

Meeting Date: 09/03/2019

CASE : Z-2019-15

APPLICANT: Allara Mills-Gutcher, Agent, Gulf Power Company, Owner

ADDRESS: 11999 N. Pate Street

PROPERTY REF. NO.: 25-1N-30-1003-000-000, 25-1N-30-1006-000-000, 25-1N-30-1006-000-001

FUTURE LAND USE: Industrial (I), Pending LSA-2019-02

DISTRICT: 5

OVERLAY DISTRICT: N/A

BCC MEETING DATE:

SUBMISSION DATA:

REQUESTED REZONING:

FROM: HC/LI, Heavy Commercial and Light Industrial district (25 du/acre)

TO: Ind, Industrial district (du density limited to vested residential development)

RELEVANT AUTHORITY:

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

APPROVAL CONDITIONS

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

Consistent with Comprehensive Plan

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 Industrial (I) **is consistent** with the intent and purpose of Future Land Use (FLU) category Industrial (I) as stated in CPP FLU 1.3.1. The rezoning will pending on the approval of LSA-2019-02 from HC/LI to Industrial (I). The Industrial (I) FLU is "Intended for a mix of industrial development and ancillary office and commercial uses that are deemed to be compatible with adjacent or nearby properties. Industrial areas shall facilitate continued industrial operations within the county and proved jobs and employment security for present and future residents." "Range of Allowable Uses: Light to industrial, ancillary retail and office. No new residential development is allowed." The amendment is also consistent with the intent of FLU 1.5.1, by making use of the existing public and private 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. 3-2.11 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 the applicable FLU and 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 outside of the Industrial (I) future land use category but if within the Commercial (C) future land use category (and not the principal single-family dwelling on an existing lot of record), only as part of a predominantly commercial development; and excluding new or expanded manufactured (mobile) home parks and subdivisions. See also conditional uses in this district.

(2) Retail sales. Retail sales, including Low-THC marijuana dispensing facilities, sales of alcoholic beverages, sales of automotive fuels, and sales of new and used automobiles, motorcycles, boats, and manufactured (mobile) homes.

(3) Retail services.

a. Car washes, automatic or manual, full service or self-serve.

b. Child care facilities.

c. Hotels, motels and all other public lodging, including boarding and rooming houses.

d. Personal services, including those of beauty shops, health clubs, pet groomers, dry cleaners and tattoo parlors.

e. Professional services, including those of realtors, bankers, accountants, engineers, architects, dentists, physicians, and attorneys.

f. Rental of automobiles, trucks, utility trailers and recreational vehicles.

g. Repair services, including appliance repair, furniture refinishing and upholstery, watch and jewelry repair, small engine and motor services, and major motor vehicle and boat service and repair, but excluding outdoor work or storage.

h. Restaurants and brewpubs, including on-premises consumption of alcoholic beverages, drive-in and drive-through service, and brewpubs with the distribution of on-premises produced alcoholic beverages for off-site sales. The parcel boundary of any restaurant or brewpub with drive-in or drive-through service shall be at least 200 feet from any LDR or MDR zoning district unless separated by a 50-foot or wider street right-of-way.

i. Taxi and limousine services.

See also conditional uses in this district.

(4) Public and civic.

a. Broadcast stations with satellite dishes and antennas, including towers.

b. Cemeteries, including family cemeteries.

c. Community service facilities, including auditoriums, libraries, museums, and neighborhood centers.

d

. Educational facilities, including preschools, K-12, colleges, and vocational schools.

e. Emergency service facilities, including law enforcement, fire fighting, and

medical assistance.

f. Funeral establishments.

g. Homeless shelters.

h. Hospitals.

i. Offices for government agencies or public utilities.

j. Places of worship.

k. Public utility structures, including telecommunications towers, but excluding industrial uses not otherwise permitted.

See also conditional uses in this district.

(Ord. No. 2015-24, § 1, 7-7-15)

(5) Recreation and entertainment.

a. Commercial entertainment facilities, indoor or outdoor, including movie theatres, amusement parks, and stadiums, but excluding motorsports facilities. Carnival-type amusements shall be at least 500 feet from any residential district. Bars, nightclubs, and adult entertainment are prohibited in areas with the zoning designation HC/LI-NA or areas zoned ID-CP or ID-1 prior to adoption of HC/LI zoning.

b. Commercial recreation facilities, passive or active, including those for walking, hiking, bicycling, camping, recreational vehicles, swimming, skateboarding, bowling, court games, field sports, and golf, but excluding off-highway vehicle uses and outdoor shooting ranges. Campgrounds and recreational vehicle parks require a minimum lot area of five acres.

c. Marinas, private and commercial.

d. Parks, with or without permanent restrooms or outdoor event lighting.

See also conditional uses in this district.

(6) Industrial and related. The following industrial and related uses, except within MU-S.

a. Light industrial uses, including research and development, printing and binding, distribution and wholesale warehousing, and manufacturing, all completely within the confines of buildings and without adverse off-site impacts.

b. Marinas, industrial.

c. Microbreweries, microdistilleries, and microwineries, except in areas with the zoning designation HC/LI-NA.

See also conditional uses in this district.

(7) Agricultural and related.

a. Food produced primarily for personal consumption by the producer, but no farm animals.

b. Nurseries and garden centers, including adjoining outdoor storage or display of plants.

c. Veterinary clinics, excluding outside kennels.

See also conditional uses in this district.

(8) Other uses. Within MU-S, outside storage is permitted only when adequately screened per LDC regulations.

a. Billboards structures, excluding areas zoned ID-CP, GBD, or GID prior to adoption of HC/LI zoning.

b. Building or construction trades shops and warehouses, including on-site outside storage.

c. Bus leasing and rental facilities, not allowed within MU-S.

d. Deposit boxes for donation of used items when placed as an accessory structure on the site of a charitable organization.

e. Outdoor adjacent display of plants by garden shops and nurseries.

f. Outdoor sales.

g. Outdoor storage of trailered boats and operable recreational vehicles, excluding repair, overhaul or salvage activities.

h. Parking garages and lots, commercial, not allowed within MU-S.

i. Sales and outdoor display of prefabricated storage sheds.

j. Self-storage facilities, including vehicle rental as an accessory use.

(c) Conditional uses. Through the conditional use process prescribed in Chapter 2, the BOA, or the BCC as noted, may conditionally allow the following uses within the HC/LI district:

(1) Residential. Caretaker residences not among the permitted uses of the district and for permitted non-residential uses.

(2) Retail services. Restaurants not among the permitted uses of the district.

(3) Public and civic. Cinerators.

(4) Recreation and entertainment.

a. Motorsports facilities on lots 20 acres or larger.

b. Off-highway vehicle commercial recreation facilities on lots 20 acres or larger.

c. Shooting ranges, outdoor.

(5) Industrial and related. The following industrial and related uses, except within MU-S:

a. Asphalt and concrete batch plants if within the Industrial (I) future land use category and within areas zoned GID prior to adoption of HC/LI zoning.

b. Borrow pits and reclamation activities 20 acres minimum and (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and land use regulations in Part III, the Land Development Code, chapter 4.) *Borrow pits are prohibited on land zoned GBD, GID, and WMU prior to the adoption of the HC/LI zoning.

c. Salvage yards not otherwise requiring approval as solid waste processing facilities.

d. Solid waste processing facilities, including solid waste collection points, solid waste transfer facilities, materials recovery facilities, recovered materials processing facilities, recycling facilities and operations, resource recovery facilities and operations, and volume reduction plants.

The conditional use determination for any of these solid waste facilities shall be made by the BCC in lieu of any hearing before the BOA. The applicant shall submit a site boundary survey, development plan, description of anticipated operations, and evidence that establishes each of the following conditions in addition to those prescribed in Chapter 2:

1. Trucks have access to and from the site from adequately wide collector or arterial streets and do not use local residential streets.

2. The scale, intensity, and operation of the use will not generate unreasonable noise, traffic, objectionable odors, dust, or other potential nuisances or hazards to contiguous properties.

3. The processing of materials will be completely within enclosed buildings unless otherwise approved by the BCC.

4. The plan includes appropriate practices to protect adjacent land and resources, minimize erosion, and treat stormwater; landscaping and buffering for adjacent uses; hours of operation; methods to comply with maximum permissible noise levels; means of access control to prevent illegal dumping; and plans for materials storage. (6) Agricultural and related. Kennels or animal shelters not interior to veterinary clinics.

(7) Other uses.

a. Structures of permitted uses exceeding the district structure height limit.

b. Heliports.

(e) Location criteria. All new non-residential uses proposed within the HC/LI district that are not part of a planned unit development or not identified as exempt by district regulations shall be on parcels that satisfy at least one of the following location criteria:

(1) Parcel previously zoned GBD within the MU-S FLU along Hwy 29 or SR 95A. Parcels previously zoned GBD and within the MU-S future land use category which are located along and directly fronting U.S. Highway 29 or State Road 95A

(2) Proximity to intersection. Along an arterial street and within one-quarter mile of its intersection with an arterial street.

(3) Site design. Along an arterial street, no more than one-half mile from its intersection with an arterial street, and all of the following site design conditions:

a. Not abutting a RR, LDR or MDR zoning district

b. Any intrusion into a recorded residential subdivision is limited to a corner lot

c. A system of service roads or shared access is provided to the maximum

extent feasible given the lot area, lot shape, ownership patterns, and site and street characteristics.

d. Adverse impacts to any adjoining residential uses are minimized by placing the more intensive elements of the use, such as solid waste dumpsters and truck loading/unloading areas, furthest from the residential uses.

e. Location in an area where already established non-residential uses are otherwise consistent with the HC/LI, and where the new use would constitute infill development of similar intensity as the conforming development on surrounding parcels. Additionally, the location would promote compact development and not contribute to or promote strip commercial development.

Sec. 3-2.12 Industrial district (Ind).

(a) Purpose. The Industrial (Ind) district establishes appropriate areas and land use regulations for a broad range of industrial uses. The primary intent of the district is to accommodate general assembly, outdoor storage, warehousing and distribution, major repair and services, manufacturing, salvage and other such uses and activities that contribute to a diverse economic base but cannot satisfy the compatibility requirements and higher performance standards of other districts. The Industrial district is also intended to provide appropriate locations and standards that minimize dangers to populations and the environment from heavy industrial activities, and to preserve industrial lands for the continuation and expansion of industrial production. Non-industrial uses within the district are limited to ensure the preservation of adequate areas for industrial activities. New or expanded residential development is generally prohibited.

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

(1) Residential. No new residential uses, including accessory dwelling units, except caretaker residences for permitted non-residential uses. Caretaker and vested single-family dwellings include manufactured (mobile) homes.

(2) Retail sales. No retail sales except as permitted industrial and related uses.

(3) Retail services. No retail services except as permitted industrial and related uses.

(4) Public and civic.

a. Cinerators, including direct disposition.

b. Emergency service facilities, including law enforcement, firefighting, and medical assistance.

c. Public utility structures, including telecommunications towers.

(5) Recreation and entertainment. No recreation or entertainment uses.

(6) Industrial and related.

a. Bulk storage.

b. Industrial uses, light and heavy, including research and development, printing and binding, distribution and wholesale warehousing, processing of raw materials, manufacturing of finished and semi-finished products, salvage yards, solid waste transfer and processing facilities, materials

recovery and recovered materials processing facilities, landfills, concrete and asphalt batch plants, power plants, and mineral extraction. c. Solid waste collection points.

(7) Agricultural and related. No agricultural or related uses except as permitted industrial and related uses.

(8) Other uses. [reserved]

(c) Conditional uses. Through the conditional use process prescribed in Chapter 2, the BOA or BCC as noted, may conditionally allow the following uses within the Industrial district.

(1) The BOA may conditionally allow the following uses:

a. A permitted use of the industrial district to exceed the district structure height limit.

b. Borrow pits and reclamation activities 20 acres minimum (subject to local permit and development review requirements per Escambia County Code of Ordinances, Part I, Chapter 42, article VIII, and land use regulations in Part III, the Land Development Code, chapter 4.)

(2) The BCC may conditionally allow solid waste processing facilities, including solid waste collection points, solid waste transfer facilities, materials recovery facilities, recovered materials processing facilities, recycling facilities and operations, resource recovery facilities and operations, and volume reduction plants.

For any of these solid waste facilities the applicant shall submit, to the Planning Official or his designee, a site boundary survey, development plan, description of anticipated operations, and evidence that establishes each of the following conditions in addition to those prescribed in Chapter 2 to the Planning department:

a. Trucks have access to and from the site from adequately wide collector or arterial streets and do not use local residential streets.

b. The scale, intensity, and operation of the use will not generate unreasonable noise, traffic, objectionable odors, dust, or other potential nuisances or hazards to contiguous properties.

c. The processing of materials will be completely within enclosed buildings unless otherwise approved by the BCC.

d. The plan includes appropriate practices to protect adjacent land and resources, minimize erosion, and treat stormwater; landscaping and buffering for adjacent uses; hours of operation; methods to comply with maximum permissible noise levels; means of access control to prevent illegal dumping; and plans for materials storage.

(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 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 feet on each side.

(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.

(e) Location criteria. All new industrial uses proposed within the Industrial district that are not part of a planned unit development shall be on parcels that satisfy all of the following location criteria:

(1) Located so that the negative impacts of the uses on the functions of natural systems are avoided if possible, and minimized when unavoidable.

(2) Accessible to essential public facilities and services at the levels of service adopted in the Comprehensive Plan.

(3) Located on parcels of land large enough to adequately support the type of industrial development proposed and minimize any adverse impacts upon surrounding properties through effective buffering so that the proposed use is compatible with surrounding uses.

(f) Rezoning to Ind. Industrial zoning may be established only within the Industrial (I) future land use category. The district is appropriate where conflicts with other uses can be minimized through orderly zoning transitions and effective buffering, and where sufficient access to transportation and other public facilities is available. Rezoning to Industrial is subject to the same location criteria as any new industrial use proposed within the Industrial district. (Ord. No. 2016-15, § 1, 2-18-16; Ord. No. 2019-18, §, 3, 4-4-19)

FINDINGS

The proposed amendment **is consistent** with the intent and purpose of the Land Development Code. The rezoning would allow for the expansion of Gulf Power, Crist Plant that is adjacent to the surrounding area. All the permitted uses of the proposed zoning would be supported by the already existing Industrial activities surrounding the subject properties.

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 2500' radius impact area, staff observed properties with zoning districts HC/LI, Industrial, Commercial, Public, MDR, and LDR. There are single-family parcels, vacant parcels, and University of West Florida.

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 parcel is currently vacant and has HC/LI zoning classification. A rezoning to Industrial **would not be** considered spot zoning the parcel adjacent to the north and west is already zoned Industrial.

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 change**. The rezoning change would allow for the Crist Plant to expand it's operation for the ever growing area and needs to expand it's utility power operations. The proposed classification of Industrial (I) is consistent and compatible with the classification and uses of surrounding land.

Attachments

Working Case File 15

Letter of Transmittal

the planning collaborative

Date: July 16, 2019

To: Allyson Lindsay
Escambia County
Planning and Zoning Division
3363 W. Park Place
Pensacola, FL 32505

From: Allara Mills Gutcher, AICP
Managing Principal
the planning collaborative
2311 Lee Street
Lynn Haven, FL 32444

Project Name: Crist Plant Rezoning

Purpose: Rezoning Request for September 3, 2019 Planning Board

Materials Submitted:
1) Letter of Transmittal (this document)
2) Rezoning Application
3) Attachment A – Rezoning Application
4) Check for $2,122.50

All materials are also submitted via electronic transfer to malindsay@myescambia.com

Escambia County Planning and Zoning
Development Services Department
3363 West Park Place
Pensacola, FL 32505
Phone: (850) 595-3475 • Fax: (850) 595-3481
http://myescambia.com/business/ds

Rezoning Application

FOR OFFICE USE ONLY - Case Number: _____ Accepted by: _____ PB Meeting: _____

1. **Contact Information:**

   A. **Property Owner/Applicant:** Gulf Power Company

   Mailing Address: 1 Energy Place, Pensacola, FL 32520

   Business Phone: 561.691.2766 Cell: 561.704.5911

   Email: jacquelyn.kingston@fpl.com

   B. **Authorized Agent (if applicable):** Allara Mills-Gutcher

   Mailing Address: 2311 Lee Street, Lynn Haven, FL 32444

   Business Phone: 850.319.9180 Cell: 850.319.9180

   Email: allara@theplanningcollaborative.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: 11999 Pate Street, also addressed simply as Steam Plant Rd.

   Parcel ID (s): 25 1N 30 1006 000 000 (11 acres), 25 1N 30 1006 000 001 (10.6 acres), and 25 1N 30 1003 000 000 (14.5 acres)

   B. Total acreage of the subject property: 36.1 acres

   C. Existing Zoning: HC/LI

   Proposed Zoning: Industrial ; explain why necessary and/or appropriate
   The amendment is needed to allow for the expansion of power generation at the Gulf Power Crist Plant.

   FLU Category: Industrial (proposed) MU-U is existing

D. Is the subject property developed (if yes, explain): The western parcel was previously used as a wastewater facility. The eastern parcel currently supports the existing facility.

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.

This rezoning request follows a Comprehensive Plan Future Land Use Map amendment for the same parcels, to a designation of Industrial. The request is compatible and consistent with the planned use of the parcel.

Please see Attachment A for additional commentary.

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 with the purpose and intent of the Industrial zoning district. The purpose and intent of the requested zoning district includes the establishment of "a broad range of industrial uses."

Please see Attachment A for additional commentary.

c. **Compatible with surroundings.** All of the permitted uses of the proposed zoning, not just those anticipated by the rezoning applicant, are compatible, as defined in Chapter 6, with the surrounding uses. The uses of any surrounding undeveloped land shall be considered the permitted uses of the applicable district. Compatibility is not considered with potential conditional uses or with any nonconforming or unapproved uses. Also, in establishing the compatibility of a residential use, there is no additional burden to demonstrate the compatibility of specific residents or activities protected by fair housing law.

Please see Attachment A for additional commentary

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*

By definition, spot zoning is not applicable because the subject parcels are contiguous to existing Industrial zoned parcels on the north and west. The roadway is used to serve the development and is contiguous to the two parcels.

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 need for the rezoning is due to the need to expand the existing power plant. It is in the public interest to allow for the expansion of the plant to best serve the energy needs of the community.

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): 251N30 1006 000 000, 251N30 1006 000 001, and 251N30 1003 000 000

Property Address: 11999 N. Pate Street, Pensacola, also as Steam Plant Road

I/We acknowledge and agree that no future development for which concurrency of required facilities and services must be certified shall be approved for the subject parcel(s) without the issuance of a certificate of concurrency for the development based on the actual densities and intensities proposed in the future development's permit application.

I/We also acknowledge and agree that approval of a zoning district amendment (rezoning) or Future Land Use Map amendment does not certify, vest, or otherwise guarantee that concurrency of required facilities and services is, or will be, available for any future development of the subject parcels.

I/We further acknowledge and agree that no development for which concurrency must be certified shall be approved unless at least one of the following minimum conditions of the Comprehensive Plan will be met for each facility and service of the County's concurrency management system prior to development approval:

a. The necessary facilities or services are in place at the time a development permit is issued.

b. A development permit is issued subject to the condition that the necessary facilities and services will be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.

c. For parks and recreation facilities and roads, the necessary facilities are under construction at the time the development permit is issued.

d. For parks and recreation facilities, the necessary facilities are the subject of a binding executed contract for the construction of the facilities at the time the development permit is issued and the agreement requires that facility construction must commence within one year of the issuance of the development permit.

e. The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.3220, F.S., or as amended, or an agreement or development order issued pursuant to Chapter 380, F.S., or as amended. For wastewater, solid waste, potable water, and stormwater facilities, any such agreement will guarantee the necessary facilities and services to be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.

f. For roads, the necessary facilities needed to serve the development are included in the first three years of the applicable Five-Year Florida Department of Transportation (FDOT) Work Program or are in place or under actual construction no more than three years after the issuance of a County development order or permit.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 16 DAY OF July, YEAR OF 2019.

Signature of Property Owner	SAM A. FORREST Printed Name of Property Owner	7/16/19 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 11999 N. Pate Street (also as Steam Plant Road), Pensacola, Florida, property reference number(s) 251N30 1003 000 000, 251N30 1006-000-000, & 251N30 1006 000 001 I hereby designate Allara Mills-Gutcher, AICP 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 16 day of July the year of, 2019, 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: Allara Mills-Gutcher Email: allara@theplanningcollaborative.com

Address: 2311 Lee Street - Lynn Haven, FL 32444 Phone: 850.319.9180

Signature of Property Owner	SAM A. FORREST Printed Name of Property Owner	7/16/19 Date
Signature of Property Owner	Printed Name of Property Owner	Date

STATE OF Florida COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 16 day of July 20 19,

by Sam A. Forrest.

Personally Known ☑ OR Produced Identification ☐. Type of Identification Produced: _____

Signature of Notary	Maritza Miranda-Wise Printed Name of Notary

MARITZA MIRANDA-WISE
MY COMMISSION # GG 078373
EXPIRES: May 30, 2021
Bonded Thru Notary Public Underwriters

(Notary Seal)

5. Submittal Requirements

A. X Completed application: All applicable areas of the application shall be filled in and submitted to the Planning and Zoning Department, 3363 West Park Place, Pensacola, FL 32505.

B. X Application Fees: To view fees visit the website: http://myescambia.com/business/ds/planning-board or contact us at 595-3547

Note: 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. X Legal Proof of Ownership (ex: copy of Tax Notice or Warranty Deed) **AND** a Certified Boundary Survey (Include Corporation/LLC documentation if applicable.)

D. X Compatibility Analysis (if applicable): If the subject property does not meet the roadway requirements of Locational Criteria, a compatibility analysis prepared by the applicant is required to provide substantial evidence of unique circumstances regarding the parcel or use that were not anticipated by the alternative criteria. (See "Documented Compatibility" within the request zoning district of the LDC.)

E. X Signed and Notarized Affidavit of Owner/Limited Power of Attorney AND Concurrency Determination Acknowledgement (pages 4 and 5).

By my signature, I hereby certify that:

1) I am duly qualified as owner(s) or authorized agent to make such application, this application is of my own choosing, and staff has explained all procedures relating to this request; and

2) All information given is accurate to the best of my knowledge and belief, and I understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application; and

3) I understand that there are no guarantees as to the outcome of this request, and that the application fee is non-refundable; and

4) I authorize County staff to enter upon the property referenced herein at any reasonable time for purposes of site inspection and authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County staff; and

5) I am aware that Public Hearing notices (legal ad and/or postcards) for the request shall be provided by the Development Services Bureau.

Allara Mills-Gutcher — Signature of Owner/Agent

Allara Mills-Gutcher — Printed Name Owner/Agent — 6/20/19 Date

Signature of Owner

SAM A. FORREST — Printed Name of Owner — 7/16/19 Date

STATE OF Florida COUNTY OF Palm Beach The foregoing instrument was acknowledged before me this _____ day of _____ 20____, by _____.

Personally Known ☑ OR Produced Identification ☐. Type of Identification Produced: _____

Maritza Miranda-Wise — Signature of Notary

Maritza Miranda-Wise — Printed Name of Notary

(notary seal)
MARITZA MIRANDA-WISE
MY COMMISSION # GG 078373
EXPIRES: May 30, 2021
Bonded Thru Notary Public Underwriters

Scott Lunsford, CFC • Escambia County Tax Collector

EscambiaTaxCollector.com facebook.com/ECTaxCollector twitter.com/escambiatc

2018 REAL ESTATE TAXES

Notice of Ad Valorem and Non-Ad Valorem Assessments

SCAN TO PAY ONLINE

ACCOUNT NUMBER	MILLAGE CODE	ESCROW CODE	PROPERTY REFERENCE NUMBER
11-1033-200	06	278	251N301006000000

PROPERTY ADDRESS: STEAM PLANT RD

EXEMPTIONS:

GULF POWER CO
1 ENERGY PL
PENSACOLA, FL 32520-0093

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE AMOUNT	TAXES LEVIED
COUNTY	6.6165	171,995	0	171,995	1,138.00
PUBLIC SCHOOLS					
BY LOCAL BOARD	2.1250	171,995	0	171,995	365.49
BY STATE LAW	4.2000	171,995	0	171,995	722.38
WATER MANAGEMENT	0.0338	171,995	0	171,995	5.81
SHERIFF	0.6850	171,995	0	171,995	117.82
M.S.T.U. LIBRARY	0.3590	171,995	0	171,995	61.75

TOTAL MILLAGE 14.0193 AD VALOREM TAXES $2,411.25

LEGAL DESCRIPTION

BEG AT NE COR OF SEC NLY ALG EXTENSION OF E LI OF SD SEC 5097 6/10 FT MORE OR LE
See Additional Legal on Tax Roll

NON-AD VALOREM ASSESSMENTS

TAXING AUTHORITY	RATE	AMOUNT
FP FIRE PROTECTION		15.33

NON-AD VALOREM ASSESSMENTS $15.33

Pay online at EscambiaTaxCollector.com
Payments must be in U.S. funds drawn from a U.S. bank

COMBINED TAXES AND ASSESSMENTS $2,426.58

If Paid By	Nov 30, 2018				
Please Pay	$0.00				

RETAIN FOR YOUR RECORDS

2018 REAL ESTATE TAXES

DETACH HERE AND RETURN THIS PORTION WITH YOUR PAYMENT

ACCOUNT NUMBER
11-1033-200
PROPERTY ADDRESS
STEAM PLANT RD

GULF POWER CO
1 ENERGY PL
PENSACOLA, FL 32520-0093

Make checks payable to:

Scott Lunsford, CFC
Escambia County Tax Collector
P.O. BOX 1312
PENSACOLA, FL 32591
Pay online at EscambiaTaxCollector.com

Payments in U.S. funds from a U.S. bank

PAY ONLY ONE AMOUNT

AMOUNT IF PAID BY	Nov 30, 2018 0.00
AMOUNT IF PAID BY	
AMOUNT IF PAID BY	
AMOUNT IF PAID BY	
AMOUNT IF PAID BY	

DO NOT FOLD, STAPLE, OR MUTILATE

Paid 11/19/2018 Receipt # EEX-18-00320259 $2,329.52 Paid By GULF POWER COMPANY

Scott Lunsford, CFC • Escambia County Tax Collector

EscambiaTaxCollector.com facebook.com/ECTaxCollector twitter.com/escambiatc

2018 REAL ESTATE TAXES

Notice of Ad Valorem and Non-Ad Valorem Assessments

SCAN TO PAY ONLINE

ACCOUNT NUMBER	MILLAGE CODE	ESCROW CODE	PROPERTY REFERENCE NUMBER
11-1033-300	06	278	251N301006000001

PROPERTY ADDRESS: UNKNOWN

EXEMPTIONS:

GULF POWER CO
1 ENERGY PL
PENSACOLA, FL 32520-0093

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE AMOUNT	TAXES LEVIED
COUNTY	6.6165	29,002	0	29,002	191.89
PUBLIC SCHOOLS					
BY LOCAL BOARD	2.1250	29,002	0	29,002	61.63
BY STATE LAW	4.2000	29,002	0	29,002	121.81
WATER MANAGEMENT	0.0338	29,002	0	29,002	0.98
SHERIFF	0.6850	29,002	0	29,002	19.87
M.S.T.U. LIBRARY	0.3590	29,002	0	29,002	10.41

TOTAL MILLAGE 14.0193 AD VALOREM TAXES $406.59

LEGAL DESCRIPTION

BEG AT SW COR OF CRIST STEAM PLANT PROP DB 171 P 277 N 89 DEG 14 MIN 23 SEC E AL
See Additional Legal on Tax Roll

NON-AD VALOREM ASSESSMENTS

TAXING AUTHORITY	RATE	AMOUNT
FP FIRE PROTECTION		15.33

NON-AD VALOREM ASSESSMENTS $15.33

Pay online at EscambiaTaxCollector.com
Payments must be in U.S. funds drawn from a U.S. bank

COMBINED TAXES AND ASSESSMENTS $421.92

If Paid By	Nov 30, 2018				
Please Pay	$0.00				

RETAIN FOR YOUR RECORDS

2018 REAL ESTATE TAXES DETACH HERE AND RETURN THIS PORTION WITH YOUR PAYMENT

ACCOUNT NUMBER
11-1033-300
PROPERTY ADDRESS
UNKNOWN

GULF POWER CO
1 ENERGY PL
PENSACOLA, FL 32520-0093

Make checks payable to:
Scott Lunsford, CFC
Escambia County Tax Collector
P.O. BOX 1312
PENSACOLA, FL 32591
Pay online at EscambiaTaxCollector.com

Payments in U.S. funds from a U.S. bank

PAY ONLY ONE AMOUNT

AMOUNT IF PAID BY	Nov 30, 2018 0.00
AMOUNT IF PAID BY	
AMOUNT IF PAID BY	
AMOUNT IF PAID BY	
AMOUNT IF PAID BY	

DO NOT FOLD, STAPLE, OR MUTILATE

Paid 11/19/2018 Receipt # EEX-18-00320261 $405.04 Paid By GULF POWER COMPANY

Scott Lunsford, CFC • Escambia County Tax Collector

EscambiaTaxCollector.com facebook.com/ECTaxCollector twitter.com/escambiatc

2018 REAL ESTATE TAXES

Notice of Ad Valorem and Non-Ad Valorem Assessments

SCAN TO PAY ONLINE

ACCOUNT NUMBER	MILLAGE CODE	ESCROW CODE	PROPERTY REFERENCE NUMBER
11-1033-000	06	278	251N301003000000

PROPERTY ADDRESS: GREENBRIER BLVD

EXEMPTIONS:

GULF POWER CO
1 ENERGY PL
PENSACOLA, FL 32520-0093

PAY DELINQUENT TAXES BY CASH, CASHIER'S CHECK OR MONEY ORDER

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE AMOUNT	TAXES LEVIED
COUNTY	6.6165		0	0	0.00
PUBLIC SCHOOLS					
BY LOCAL BOARD	2.1250		0	0	0.00
BY STATE LAW	4.2000		0	0	0.00
WATER MANAGEMENT	0.0338		0	0	0.00
SHERIFF	0.6850		0	0	0.00
M.S.T.U. LIBRARY	0.3590		0	0	0.00

TOTAL MILLAGE 14.0193 AD VALOREM TAXES $0.00

LEGAL DESCRIPTION

100 FT BY 6502 FT ACROSS SEC DB 171 P 538

NON-AD VALOREM ASSESSMENTS

TAXING AUTHORITY	RATE	AMOUNT

NON-AD VALOREM ASSESSMENTS $0.00

Pay online at EscambiaTaxCollector.com

Payments must be in U.S. funds drawn from a U.S. bank

COMBINED TAXES AND ASSESSMENTS $0.00

If Received By	Jul 31, 2019				
Please Pay	$0.00				

RETAIN FOR YOUR RECORDS

2018 REAL ESTATE TAXES DETACH HERE AND RETURN THIS PORTION WITH YOUR PAYMENT

ACCOUNT NUMBER
11-1033-000
PROPERTY ADDRESS
GREENBRIER BLVD

GULF POWER CO
1 ENERGY PL
PENSACOLA, FL 32520-0093

Make checks payable to:

Scott Lunsford, CFC
Escambia County Tax Collector
P.O. BOX 1312
PENSACOLA, FL 32591
Pay online at EscambiaTaxCollector.com

PAY DELINQUENT TAXES BY CASH, CASHIER'S CHECK OR MONEY ORDER

Payments in U.S. funds from a U.S. bank

PAY ONLY ONE AMOUNT

AMOUNT IF PAID BY	Jul 31, 2019 0.00
AMOUNT IF PAID BY	
AMOUNT IF PAID BY	
AMOUNT IF PAID BY	
AMOUNT IF PAID BY	

DO NOT FOLD, STAPLE, OR MUTILATE

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 19, 2019**

RE: **Transportation & Traffic Operations (TTO) Comments – Z-2019-15**

TTO Staff has reviewed the Rezoning Case Z-2019-15 agenda item for the Planning Board meeting scheduled for September 3, 2019 regarding the three subject properties on Pate Road. Please see the below comments.

Pate Road is a two-lane facility with the roadway width of 24 feet and right-of-way width of 100 feet.

Escambia County does not have any capital improvement projects scheduled for this roadway within its Capital Improvements Program. In addition, the Florida Department of Transportation does not show any projects on Pate Road in planning, design or construction within its 5 Yr. Work Program.

Pate Road is classified as a local street and assumed to be functioning within its allowable capacity for traffic volumes.

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., Engineering Department Director
John C. Fisher, Development Services Department

LEGAL DESCRIPTION:

PARCEL 1

Commence at the southwest corner of the Crist Steam Plant Property according to the deed recorded in Deed Book 171 at page 277 of the public records of Escambia County, Florida; thence North 89 degrees 14'23" East along the south line of said Crist Steam Plant Property for a distance of 453.39 feet to the point of beginning; thence continue North 89 degrees 14'23" East along said south line for a distance of 655.01 feet; South 23 degrees 42'23" West for a distance of 304.87 feet to the point of curvature of a circular curve concave to the northwest, having a radius of 569.08 feet and a central angle of 30 degrees 28'21"; thence Southwesterly along the arc of said curve (chord distance of 299.11 feet and chord bearing of South 38 degrees 56'34" West) for an arc distance of 302.66 feet to the point of tangency of said curve; thence South 54 degrees 10'45" West for a distance of 101.50 feet to the point of curvature of a circular curve concave to the northwest, having a radius of 573.49 feet and central angle of 31 degrees 10'34"; thence Southwesterly along the arc of said curve (a chord distance of 308.23 feet and a chord bearing of South 69 degrees 46'05" West) for an arc distance of 312.06 feet to the point of tangency of said curve; thence South 85 degrees 21'25" West for a distance of 273.80 feet to the point of curvature of a circular curve concave to the southeast, having a radius of 682.70 feet and central angle of 16 degrees 17'53"; thence Southwesterly along the arc of said curve (a chord distance of 193.54 feet and a chord bearing of South 77 degrees 12'28" West) for an arc distance of 194.20 feet; thence North 33 degrees 34'23" East for a distance of 881.94 feet to the point of beginning; containing 10.60 acres, more or less, and all lying and being in Section 25, Township 1 North, Range 30 West, Escambia County, Florida. Subject to a 250 foot wide Gulf Power Company Easement and a 150' Gulf Power Company Easement.

PARCEL 2

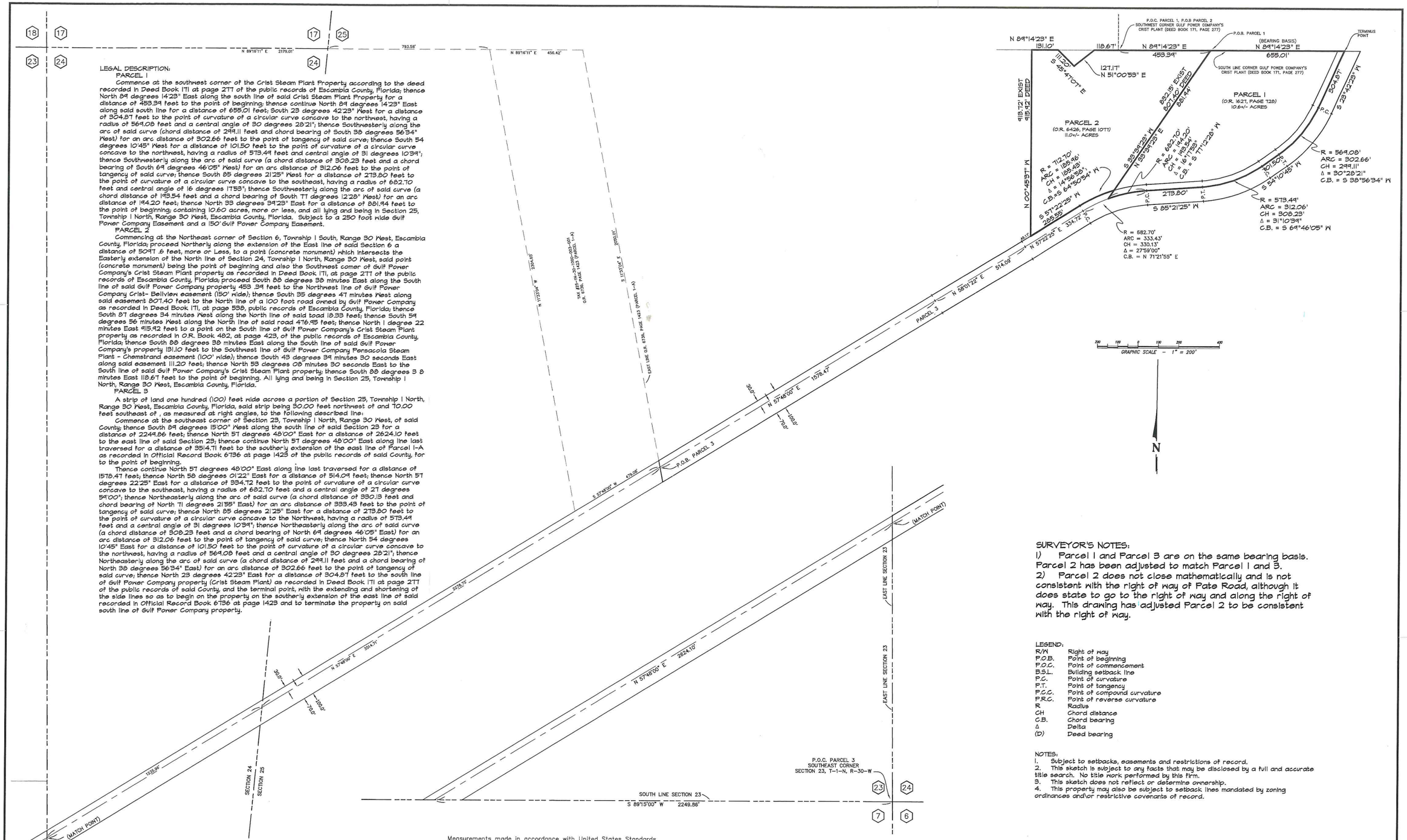
Commencing at the Northeast corner of Section 6, Township 1 South, Range 30 West, Escambia County, Florida; proceed Northerly along the extension of the East line of said Section 6 a distance of 5097.6 feet, more or less, to a point (concrete monument) which intersects the Easterly extension of the North line of Section 24, Township 1 North, Range 30 West, said point (concrete monument) being the point of beginning and also the Southwest corner of Gulf Power Company's Crist Steam Plant property as recorded in Deed Book 171, at page 277 of the public records of Escambia County, Florida; proceed South 88 degrees 38 minutes East along the South line of said Gulf Power Company property 453.39 feet to the Northwest line of Gulf Power Company Crist- Bellview easement (150' wide); thence South 35 degrees 47 minutes West along said easement 807.40 feet to the North line of a 100 foot road owned by Gulf Power Company as recorded in Deed Book 171, at page 538, public records of Escambia County, Florida; thence South 87 degrees 34 minutes West along the North line of said road 18.33 feet; thence South 54 degrees 56 minutes West along the North line of said road 476.95 feet; thence North 1 degree 22 minutes East 915.42 feet to a point on the South line of Gulf Power Company's Crist Steam Plant property as recorded in O.R. Book 482, at page 423, of the public records of Escambia County, Florida; thence South 88 degrees 38 minutes East along the South line of said Gulf Power Company's property 131.10 feet to the Southwest line of Gulf Power Company Pensacola Steam Plant - Chemstrand easement (100' wide); thence South 43 degrees 24 minutes 30 seconds East along said easement 111.20 feet; thence North 53 degrees 08 minutes 30 seconds East to the South line of said Gulf Power Company's Crist Steam Plant property; thence South 88 degrees 38 minutes East 118.67 feet to the point of beginning. All lying and being in Section 25, Township 1 North, Range 30 West, Escambia County, Florida.

PARCEL 3

A strip of land one hundred (100) feet wide across a portion of Section 25, Township 1 North, Range 30 West, Escambia County, Florida, said strip being 30.00 feet northwest of and 70.00 feet southeast of , as measured at right angles, to the following described line:

Commence at the southeast corner of Section 23, Township 1 North, Range 30 West, of said County; thence South 89 degrees 15'00" West along the south line of said Section 23 for a distance of 2249.86 feet; thence North 57 degrees 48'00" East for a distance of 2624.10 feet to the east line of said Section 23; thence continue North 57 degrees 48'00" East along the last traversed for a distance of 3514.71 feet to the southerly extension of the east line of Parcel 1-A as recorded in Official Record Book 6736 at page 1423 of the public records of said County, for to the point of beginning.

Thence continue North 57 degrees 48'00" East along line last traversed for a distance of 1578.47 feet; thence North 58 degrees 01'22" East for a distance of 514.09 feet; thence North 57 degrees 22'25" East for a distance of 334.72 feet to the point of curvature of a circular curve concave to the southeast, having a radius of 682.70 feet and a central angle of 27 degrees 59'00"; thence Northeasterly along the arc of said curve (a chord distance of 330.13 feet and chord bearing of North 71 degrees 21'55" East) for an arc distance of 333.43 feet to the point of tangency of said curve; thence North 85 degrees 21'25" East for a distance of 273.80 feet to the point of curvature of a circular curve concave to the Northwest, having a radius of 573.49 feet and a central angle of 31 degrees 10'34"; thence Northeasterly along the arc of said curve (a chord distance of 308.23 feet and a chord bearing of North 69 degrees 46'05" East) for an arc distance of 312.06 feet to the point of tangency of said curve; thence North 54 degrees 10'45" East for a distance of 101.50 feet to the point of curvature of a circular curve concave to the northwest, having a radius of 569.08 feet and a central angle of 30 degrees 28'21"; thence Northeasterly along the arc of said curve (a chord distance of 299.11 feet and a chord bearing of North 38 degrees 56'34" East) for an arc distance of 302.66 feet to the point of tangency of said curve; thence North 23 degrees 42'23" East for a distance of 304.87 feet to the south line of Gulf Power Company property (Crist Steam Plant) as recorded in Deed Book 171 at page 277 of the public records of said County, and the terminal point, with the extending and shortening of the side lines so as to begin on the property on the southerly extension of the east line of said recorded in Official Record Book 6736 at page 1423 and to terminate the property on said south line of Gulf Power Company property.



SURVEYOR'S NOTES:

1) Parcel 1 and Parcel 3 are on the same bearing basis. Parcel 2 has been adjusted to match Parcel 1 and 3.
2) Parcel 2 does not close mathematically and is not consistent with the right of way of Pate Road, although it does state to go to the right of way and along the right of way. This drawing has adjusted Parcel 2 to be consistent with the right of way.

LEGEND:

R/W	Right of way
P.O.B.	Point of beginning
P.O.C.	Point of commencement
B.S.L.	Building setback line
P.C.	Point of curvature
P.T.	Point of tangency
P.C.C.	Point of compound curvature
P.R.C.	Point of reverse curvature
R	Radius
CH	Chord distance
C.B.	Chord bearing
Δ	Delta
(D)	Deed bearing

NOTES:

1. Subject to setbacks, easements and restrictions of record.
2. This sketch is subject to any facts that may be disclosed by a full and accurate title search. No title work performed by this firm.
3. This sketch does not reflect or determine ownership.
4. This property may also be subject to setback lines mandated by zoning ordinances and/or restrictive covenants of record.

Measurements made in accordance with United States Standards.

Bearing Reference: NORTH BASED ON THE SOUTH LINE OF DEED BOOK 171 PAGE 277 AS N 89°14'23" E (DEED CALL PARCEL 1)

Ordered By: MR. ROBERT LEONARD Elevation Reference:

Encroachments:

Source of Information: TAX MAPS; PUBLIC RECORDS; SURVEYS ON FILE WITH THIS FIRM; MAPS BY GULF POWER COMPANY

A VISUAL AID OF A PORTION OF SECTION 25, T-1-N, R-30-W

PITTMAN, GLAZE AND ASSOCIATES, INC.
LAND SURVEYORS
5700 N. DAVIS HIGHWAY, SUITE 3
PENSACOLA, FL 32503
Phone: (850) 434-6666 Fax: (850) 434-6661
Email: pgasurvey@bellsouth.net

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 Surveyors & Mappers in Chapter 5J-17.050, 5J-17.051 and 5J-17.052, pursuant to Section 472.027 Florida Statutes.

David D. Glaze ■ PSM #5605 Walter J. Glaze ☐ PSM #6190

This survey is valid only if it contains the original seal and original signature of the signing surveyor.

LB No. 7078

NOT VALID WITHOUT SEAL AND SIGNATURE

SHEET 1 OF 1

File No. C-8134
Job No. 38244-19
Scale 1" = 200'
Date of Survey
Date of Plat T-12-2019
Date of Revision T-15-2019
FB PG.
FB PG.
Drawn by PMJ
Checked By DDG

Attachment A - Rezoning Application

Additional Commentary For a Rezoning Request to Industrial

for the Crist Plant

Parcel ID Numbers 25-1N-30-1003-000-000, 25 1N 30 1006 000 000 and 25 1N 30 1006 001

Escambia County, Florida

Prepared for:

Gulf Power Company
1 Energy Place
Pensacola, FL 32520

For Submission To:

Escambia County Planning and Zoning Division
3363 West Park Place
Pensacola, FL 32505

Prepared by:

The Planning Collaborative
Allara Mills Gutcher, AICP
Ph: 850.319.9180
allara@theplanningcollaborative.com

July 13, 2019

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Figure 2. Future Land Use Map of Area…… 4

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EXHIBIT 1 – Aerial Photograph of Property and Surrounding Site.

EXHIBIT 2 – Flood Zone and Wetlands Map

INTRODUCTION AND PURPOSE

This response is conducted to support the request for a Zoning Map change for three parcels totalling 36.1 acres ("Property") from Heavy Commercial and Light Industrial (HC-LI) to Industrial. The proposed zoning change is part of an additional request by Gulf Power Company for a Future Land Use Map (FLUM) amendment to Industrial for the same parcels. This report responds to information requested by the Rezoning Application.

The request to rezone the Property to the Industrial district is to due to the need to expand the existing power plant. It is in the public interest to allow for the expansion of the plant to best serve the energy needs of the community.

GENERAL SITE LOCATION AND SETTING

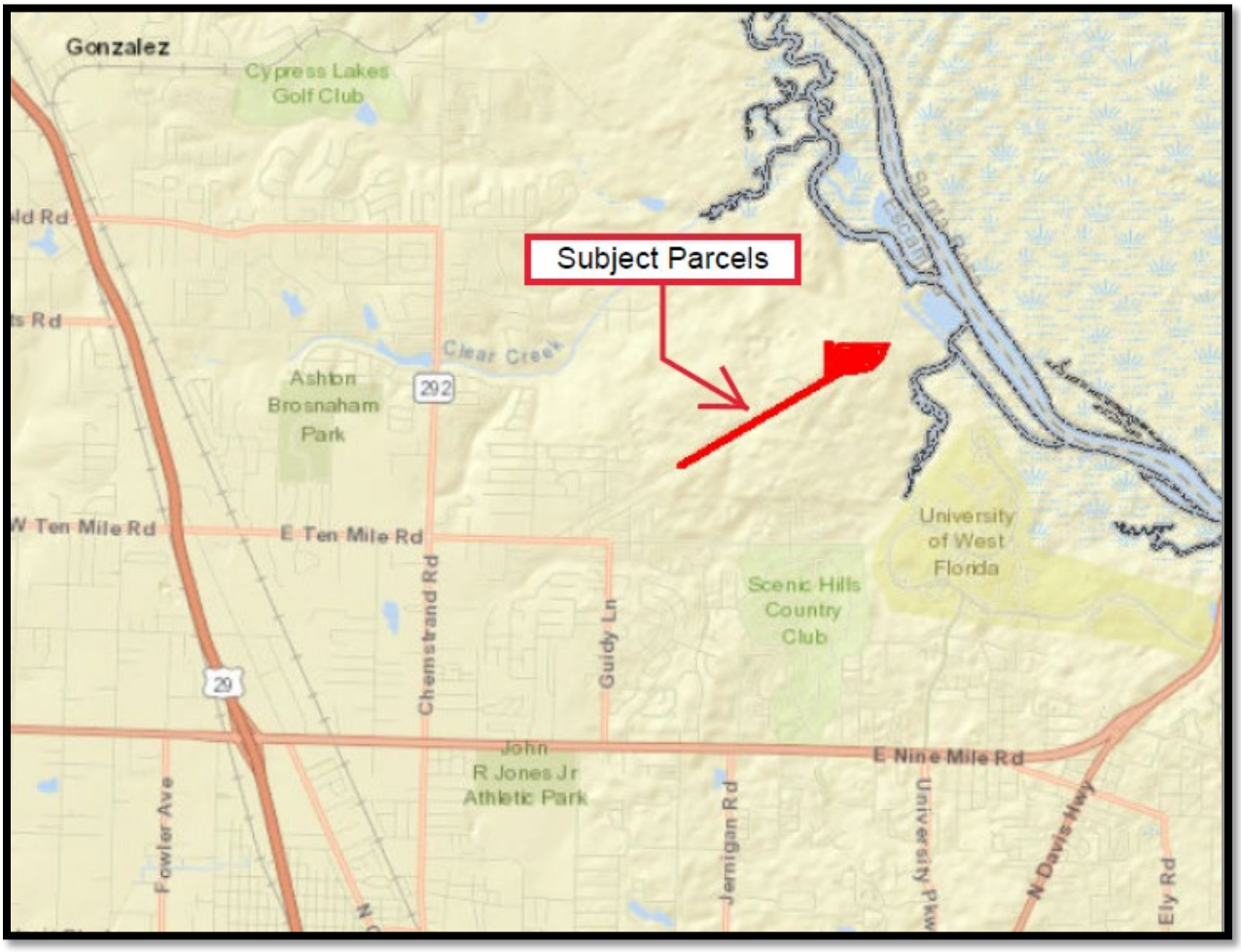
The Property lies north of I-10 in unincorporated Escambia County and is accessible from Pate Street via E. Ten Mile Road. More specifically, the Property is located north and adjacent to Pate Street, west of the Escambia River (See Figure 1). The Property consists of 36.1 acres and is adjacent to the existing Crist Plant. The Public Land Survey System locates these three parcels within Section 25, Township 1N Range 30W. The Escambia County Property Appraiser's Tax Identification Numbers are 25-1N-30-1003-000-000, 25-1N-30-1006-000-000 and 25-1N-30-1006-001.[1] The proposed rezoning consists of these three parcels which are contiguous to the existing Crist Plant site, owned by the Gulf Power Company. One of the parcels includes the roadway traveling northeast/southwest which lies east of the plant entrance gate.

The Property is currently undeveloped with exception to the roadway and contains some vegetative communities (Exhibit 1). The existing use of the eastern of the two developable parcels is classified as "Non Ag Acreage," or property essentially vacant and not used for agriculture purposes. The western parcel of the two has a tax classification of "Utility, Gas, Electric". The roadway is classified as "right-of-way".[2]

Adjacent to the Property, the lands to the south across North Pate Street are owned by the Department of Education (University of West Florida), and are tax classified as "College" and "Non Ag Acreage". These are 1,000 and 182.41 acres respectively. Contiguous to the north and west are existing Gulf Power Company lands, where the developed plant is sited. The remaining lands owned by Gulf Power adjacent to the Property total approximately 751.9 acres.[3]

[1] Escambia County Property Appraiser, referenced June 17, 2017.
[2] Escambia County Property Appraiser assigned Department of Revenue Tax Code, referenced June 17, 2019.
[3] Escambia County Property Appraiser referenced June 17, 2019.

Figure 1. General Location of Property.



Source: Escambia County GIS Interactive Map, June 17, 2019.

RESPONSES TO REZONING APPLICATION REQUEST FOR INFORMATION

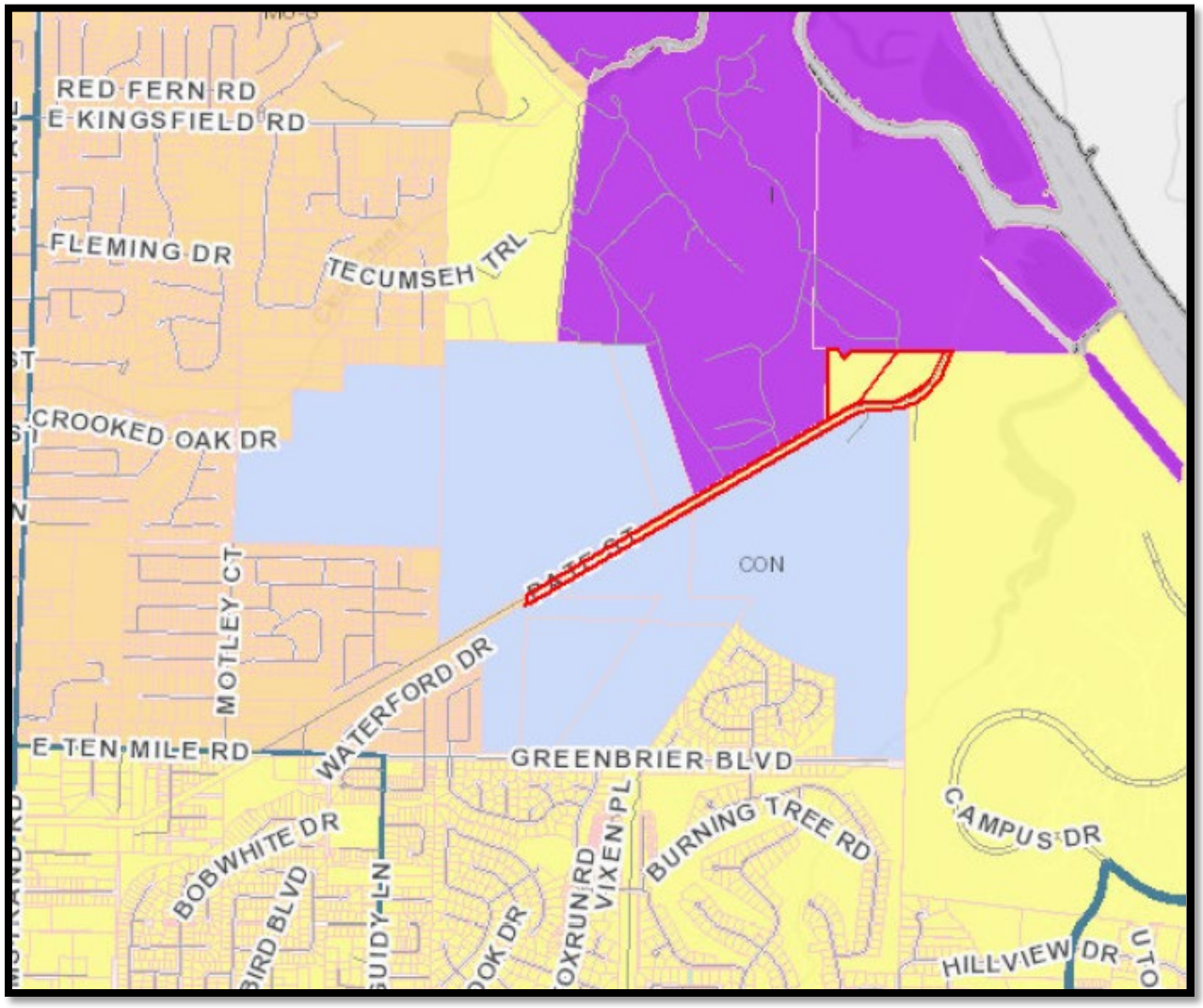
Consistent with Comprehensive Plan

Part 3(a) of the Rezoning Application requests a consistency analysis with the Future Land Use category assigned to the Property. The application states that "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 application."

A Comprehensive Plan Future Land Use Map amendment to the Industrial category is required and has been submitted to correlate with this zoning change request. The applicant acknowledges that the FLUM amendment must precede the granting of the rezoning request. Therefore, by act of submission of a FLUM amendment, **this criterion is met**.

The Property currently has a Future Land Use designation of Mixed Use-Urban (MU-U), which includes the parcel encompassing Pate Street. Figure 2 depicts the current Future Land Use categories assigned to the Property and surrounding parcels. The existing parcels contiguous to the Property and also designated as Industrial are under the ownership of Gulf Power.

Figure 2. Future Land Use Map of Area.



Source: Escambia County GIS Interactive Map.

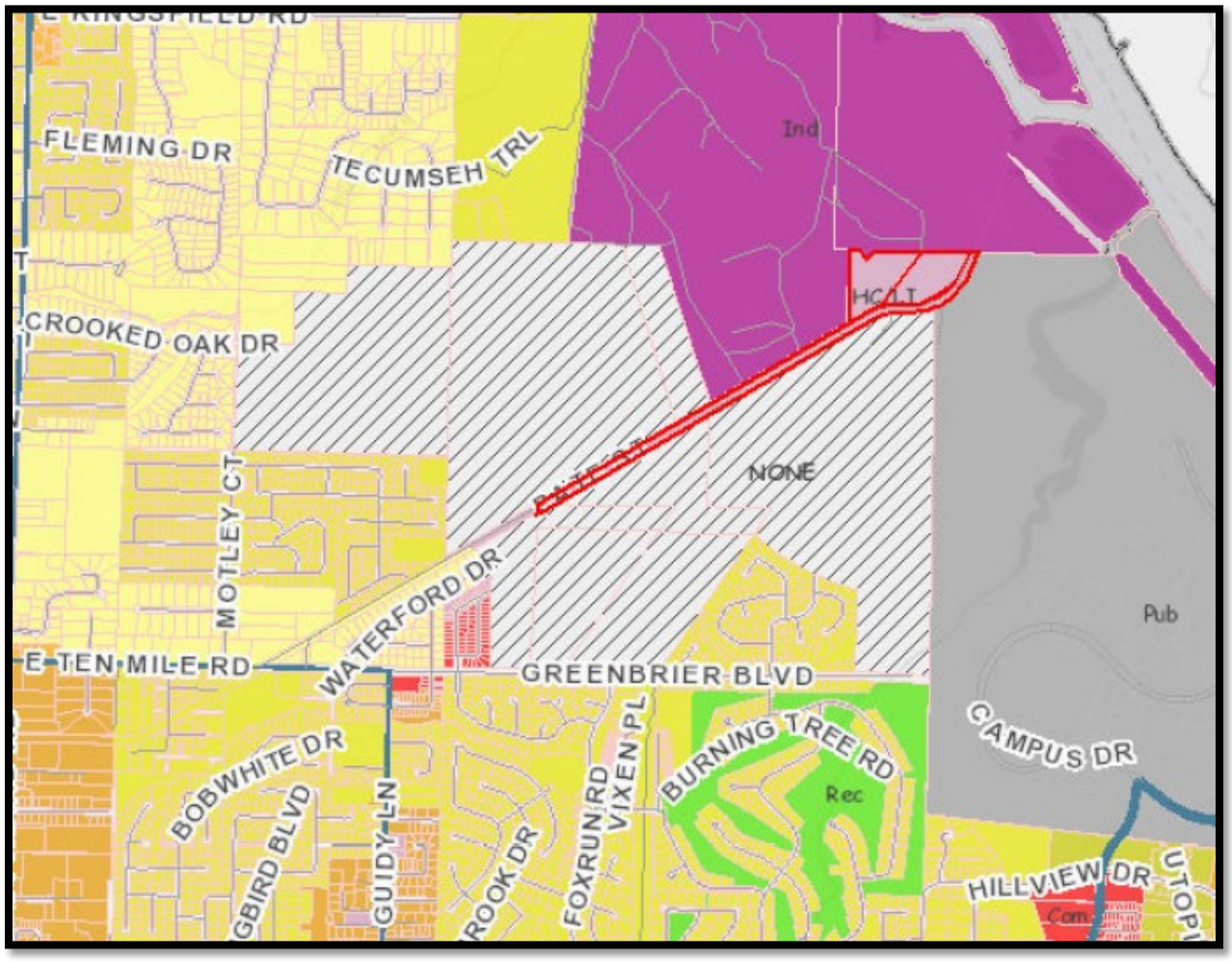
Future Land Use Map Categories

Industrial (IND)		Mixed Use-Suburban (MU-S)	
Mixed Use-Urban (MU-U)		Subject Property	
Conservation (CON)			

Consistent with Zoning District Provisions

Part 3(b) of the application for rezoning identifies the need to ensure the request is consistent with the described zoning purpose. The Property is currently zoned as Heavy Commercial and Light Industrial (HC/LI). Figure 3 depicts the current zoning of the Property and the parcels within the vicinity of the Property.

Figure 3. Zoning Map of Area.



Source: Escambia County GIS Interactive Map.

Zoning Districts

Industrial (Ind)		Low Density Residential (LDR)	
Commercial (Com)		Medium Density Residential (MDR)	
Public (Pub)		Heavy Commercial & Light Industrial (HC/LI)	
Subject Property		Recreation (Rec)	

Descriptions of the currently assigned zoning district and the requested (proposed) Industrial district are provided below.

Zoning District: Heavy Commercial and Light Industrial (HC/LI) - *existing*[4]

The HC/LI zoning designation has a stated purpose of establishing "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." Power plants are not listed as an allowable or conditional use in this district. The section further explains that any industrially defined activities must be confined to the interior of a building.

Zoning District: Industrial (I) - *proposed*[5]

The Industrial zoning district "establishes appropriate areas and land use regulations for a broad range of industrial uses".

The district provides for myriad uses not allowed in other zoning districts, and includes "power plants" as described in Part (b)(6) of the section. **This criterion is met.**

Part (f) of this Section states the Industrial zoning district may only be allowed if the parcels are also designated as Industrial on the Future Land Use Map. **This criterion is met**, pending the Future Land Use Map amendment approval.

Additionally, locational criteria for the designation of the zoning district is referred to and is addressed in the analysis portion of this report. **This criterion is met** as described in the compatibility analysis section of this report.

Table 2 below concisely describes the development regulations that pertain to HC/LI which is currently assigned to the Property. In addition, the requirements for the Industrial district are also included, which will be applicable upon adoption of the proposed zoning change. This comparison shows that the development parameters are similar in each of the two districts, with the exception to the allowance of residential density in the HC/LI district. Therefore, any proposed use developed will not have a structurally built standard much in difference from the current zoning standard requirements.

[4] Escambia County Land Development Code, Section 3-2.11
[5] Ibid, Section 3-2.12

Table 2. Zoning District Development Regulations Assigned to Property.

Development Regulation	Zoning District	
	HC/LI	Industrial
Max Density	25 d/u per acre[1]	None[2]
FAR	2.0[3]	1.0
Max Height	150 feet	150 feet
Lot Width	None	100 feet at street right-of-way
Lot Area	None	None
Lot Coverage	Minimum pervious of 15% (85% max semi-impervious and impervious cover)[4]	Minimum pervious of 15% (85% max semi-impervious and impervious cover)[4]
Setbacks	Side: 10 feet Rear: 15 feet Front: 15 feet	Side: 15 feet Rear: 25 feet Front: 25 feet

Source: Escambia County Land Development Code Sections 3-2.11 and 3-2.12
[1] Only under certain locational conditions and is dependent upon land use.
[2] Except for care takers quarters and vested development.
[3] This FAR applies to lands designated as MU-U category. Once the land use is amended to Industrial, the FAR will decrease to 1.0.
[4] A maximum 75% of lot area occupied by principal and accessory buildings on lots of non-residential uses.
[5] A maximum of 75% of lot area occupied by principal and accessory buildings.

Compatible with Surroundings

In the development of this report, the following definition of compatibility set forth in §163.3164(9), *Florida Statutes*, was utilized:

> "Compatibility means a condition in which land uses or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use or condition is unduly negatively impacted directly or indirectly by another use or condition."

The Escambia County Comprehensive Plan also provides a definition of "Incompatible/compatible development" in Chapter 3 Definitions. Section 3.04 Definitions states as follows:

> "Incompatible development is new development proposed to be constructed next to existing development wherein the proximity of the two kinds of development would each diminish the usefulness of the other or would be detrimental to existing operations. The incompatibility can arise from either land use or structure size and design. Compatible development is new

development proposed to be constructed next to existing development in which the proximity of the two kinds of development would each complement or enhance the usefulness of the other."

Finally, the County's Land Development Regulations Chapter 6, Definitions, Section 6-0.3 Terms Defined provides the following definition for "compatible:

"*Compatible*. A condition in which land uses, activities or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use, activity, or condition is unduly negatively impacted directly or indirectly by another use, activity, or condition."

As a note, the definition of "compatible" in Section 6-0.3 of the County's Land Development Regulations is nearly identical to the definition of "compatibility" set forth in §163.3164(9), *Florida Statutes*.

The Escambia County Land Development Code offers site-specific guidance when analyzing compatibility when a new use is introduced. However, it is important to note that the use proposed is an extension of currently existing uses on the parcels which are contiguous to the subject Property on the north and west, and owned by Gulf Power. The parcels to the south, owned by the State of Florida, are currently undeveloped within several hundred feet of the subject Property.[6]

Section 3-1.6(c) of the Land Development Code which directs the evaluation of compatibility to "other measures" which are located in each of the zoning districts. These include reference to locational criteria, landscaping, buffering, and screening.

Section 3-2.12 (e) of the County's Land Development Code lists the location criteria for the siting of new industrial uses inside the Industrial zoning district. These criteria are used in the determination that the proposed use can coexist in close proximity to existing uses in a stable fashion. These include the following, and are addressed inline accordingly.

(1) Located so that the negative impacts of the uses on the functions of natural systems are avoided if possible, and minimized when unavoidable.

Natural systems are not specifically defined in Chapter 6 of the Land Development Code, but "natural resources" are defined as those "including air, water, soils, wetlands, beaches, flood plains, forest, fisheries, wildlife, and any other such resource identified by Florida Statutes for conservation and protection."

The Property is located in Flood Zone X outside of the Special Flood Hazard Area[7], not within a flood plain, and has no wetlands on site (See Exhibit B)[8] No beaches exist on or are adjacent to the Property, and the Coastal High Hazard Area is outside of the boundary of either parcel that makes up the Property.[9]

[6] Visual review of 2016 aerial photographs.
[7] FEMA Flood Insurance Rate Map Panel Number 12033C 0315G.
[8] U.S. Fish and Wildlife Service National Wetlands Inventory, sourced June 19, 2019.
[9] Escambia County GIS Interactive Mapping, sourced June 19, 2019.

The Property is an ideal location for the expansion of the Crist Plant due to its avoidance of natural resources, including flora and fauna. At the anticipated time of development, there may be trees that will be impacted by the footprint of the development, and Gulf Power will work with County staff to mitigate any impacts that are deemed unavoidable. Therefore, **this criterion is met**.

(2) Accessible to essential public facilities and services at the levels of service adopted in the comprehensive plan.

Article 2, Section 5-2.1 of the Escambia County Land Development Code establishes the levels of service standards for potable water, wastewater, solid waste, and stormwater. The development will not create demand for potable water, wastewater, or solid waste. No additional employees are needed to maintain the new facility. Stormwater systems will be designed and constructed to the applicable standards required by Escambia County. **This criterion is met.**

(3) Located on parcels of land large enough to adequately support the type of industrial development proposed and minimize any adverse impacts upon surrounding properties through effective buffering so that the proposed use is compatible with surrounding uses.

These two properties are of sufficient size to accommodate the plan for development. No adverse impacts such as unreasonable noise, glare, dust, smoke, odor, vibrations, electrical interference, or other nuisances will be generated that will adversely affect the use of adjoining properties not owned by Gulf Power. **This criterion is met.**

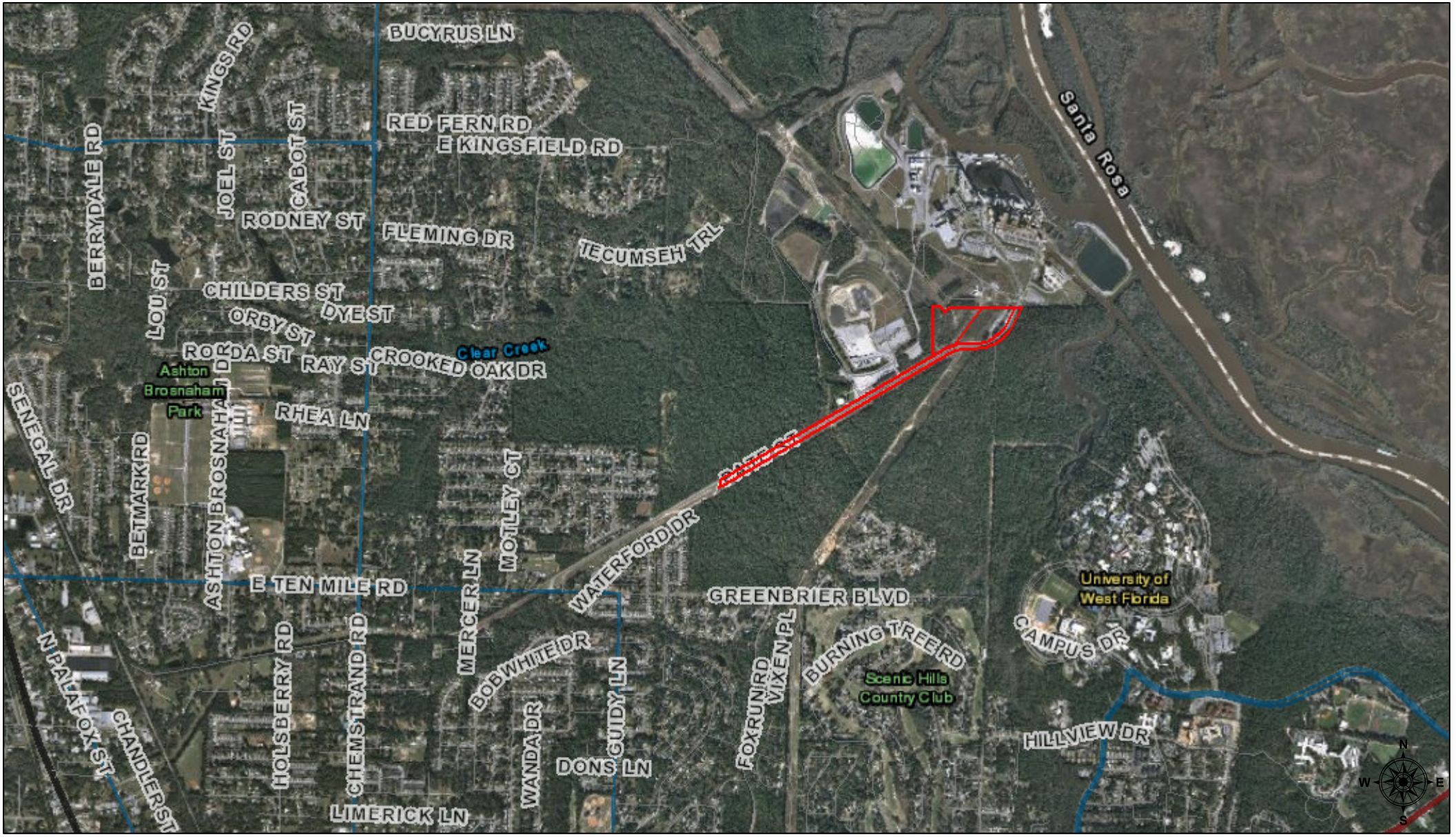
To comply with any necessary measure to determine the new use will be compatible with existing adjacent uses, Gulf Power will design the development to adhere to all requirements that are applicable for landscaping, screening and buffering the site.

Pursuant to Chapter 2, Article 2, Section 2-2.7(b) of the Land Development Code which cites a compatibility confirmation must be submitted to the Planning Official, this analysis is submitted to affirm the proposed rezoning and subsequent development of the Property will be compatible with adjacent existing uses.

CONCLUSIONS

The proposed rezoning request will not result in any land use conflicts with the adjacent uses. The impacts associated with the use are similar in nature to that which currently occurs at the existing power generation facility, and are conducive to other industrial uses. The policies and regulations that guide development within the Industrial zoning district are complementary to the existing uses and lands within the vicinity of the Property. All development regulations that pertain to the Industrial zoning district will be incorporated into any future site plan as designed by Gulf Power.

The proposed development will be compatible with existing surrounding development. The future expansion of the Crist Plant on the Property will comply with the requirements of the County's Comprehensive Plan and the County's Land Development Code. The adoption of the proposed zoning change will not create a condition that will negatively or adversely impact the surrounding uses over time. Thus, the proposed rezoning will allow development that will be compatible with the existing surrounding land uses.



July 13, 2019

Streets

- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD

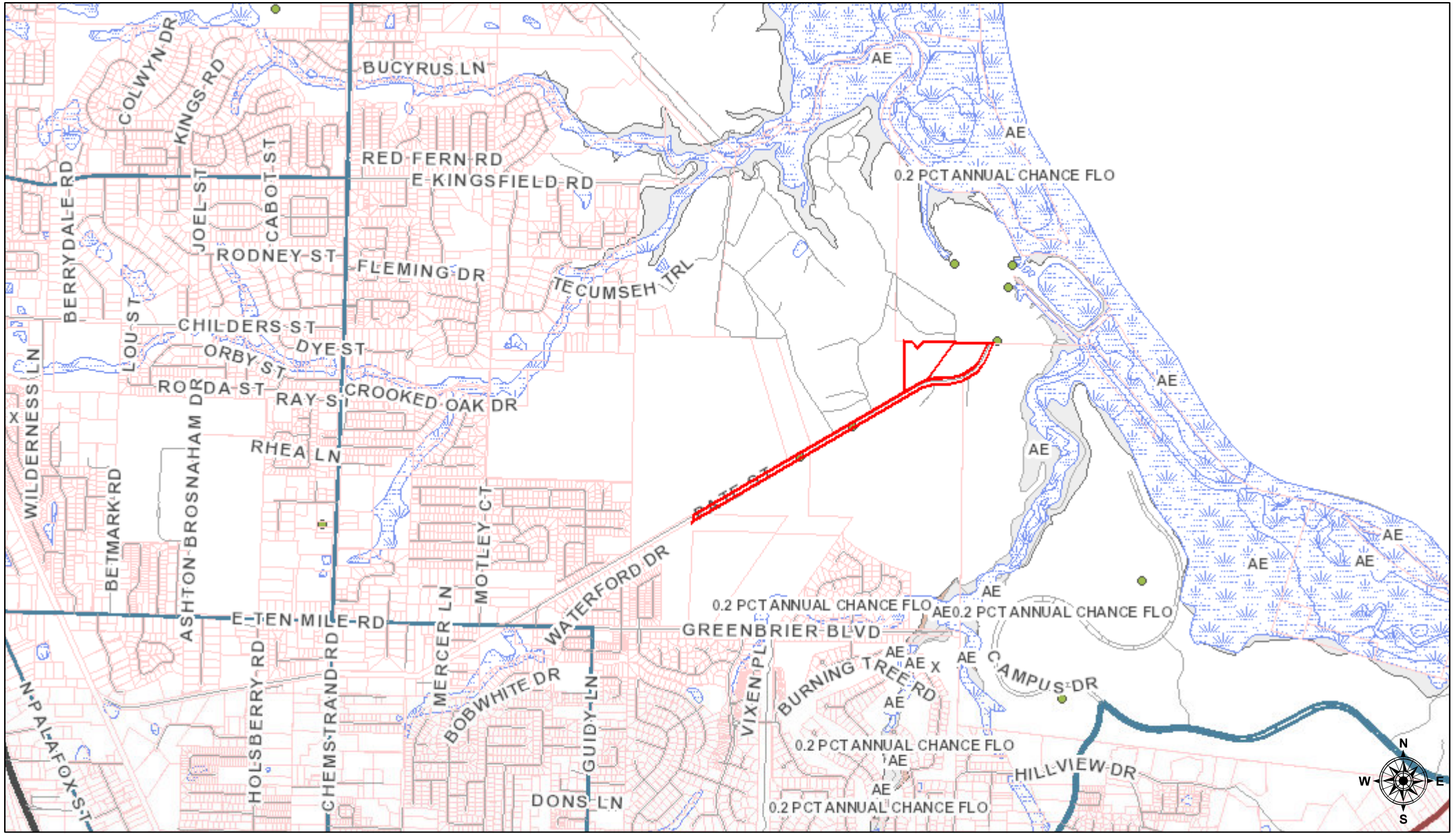
SUBJECT PARCELS

1:33,046

0 0.275 0.55 1.1 mi

0 0.45 0.9 1.8 km

Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



July 12, 2019

1:33,046

0 0.275 0.55 1.1 mi

0 0.45 0.9 1.8 km

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

Streets

- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- Parcels
- Well Head Protection Area Wells
- Subject Parcels
- Wetlands
- Flood Zones

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

certified Land use planner Qualified as Expert

Please Print Clearly

Meeting Date: Sept 3 2019

Rezoning Quasi-judicial Hearing **OR** **Regular Planning Board Meeting**

Rezoning Case #: ~~RE~~ Z-2019-15 **Agenda Item Number/Description:** ~~RE~~ LDA 2019-02

V In Favor _____ Against

*Name: Allara Mills-Gutcher (Agent)

*Address: 2311 Lee St *City, State, Zip: Lynn Haven 32444

Email Address: allara@theplanningcollaborative.com Phone:

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

Please indicate if you:

☒ would like to be notified of any further action related to the public hearing item.

☐ do not wish to speak but would like to be notified of any further action related to the public hearing item.

*All items with an asterisk * are required.*

****

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7. During quasi-judicial hearings (i.e., rezonings), conduct is very formal and regulated by Supreme Court decisions. Verbal reaction or applause is not appropriate.

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Meeting Date: 9/3/19

Rezoning Quasi-judicial Hearing Gulf Power

Rezoning Case #: Z-2019-15

OR

Regular Planning Board Meeting

Agenda Item Number/Description: G

____ In Favor ✓ Against

*Name: Margaret Hostetter

*Address: 328 E. Sunset Av. *City, State, Zip: Pensacola

Email Address: MargaretM080808@gmail.com Phone: 850-512-7048

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

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Meeting Date: Sep 3

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2019-15

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor _____ Against — neutral

*Name: Melissa Pino

*Address: 413 SE Bambita Drive *City, State, Zip: Pensacola, FL 32507

Email Address: melissapino@gmail.com Phone: _____

How did you hear about the rezoning case: ☐ Mail ☑ Internet ☐ Sign

Please indicate if you:

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Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: Sept 3, 2019

Rezoning Quasi-judicial Hearing OR **Regular Planning Board Meeting**

Rezoning Case #: Z-2019-15 **Agenda Item Number/Description:**

_____ In Favor _____ Against

*Name: Larry Davis Jr.

*Address: _____ *City, State, Zip: _____

Email Address: _____ Phone: 850 554 6414

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Escambia County Planning Board
Public Hearing
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Please Print Clearly

Meeting Date: 9-5-20

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2019-15

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

_____ In Favor X Against

*Name: George Jones

*Address: 718 Valley Ridge Dr. *City, State, Zip: Pensacola, FL

Email Address: georgejones11148@gmail.com Phone: (850) 476-8492

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Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 9/3/19

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2019-15

X In Favor _____ Against

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

*Name: Robert Jernigan

*Address: 1474 Perkins St *City, State, Zip: Cantonment, FL 32533

Email Address: _____ Phone: _____

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Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 9/3/19

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2019-15

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

X In Favor _____ Against

*Name: Christopher "Ryan" Cowart

*Address: 2674 Carrington Lakes Blvd *City, State, Zip: Cantonment, FL 32533

Email Address: ryan.cowart@nexteraenergy.com Phone: 850-444-6527

How did you hear about the rezoning case: ☐ Mail ☐ Internet ☐ Sign

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Gulf Power®

Crist Reliability Turbine Project

Jackie Kingston, Senior Project Manager

Gulf Power

September 3, 2019

Rendering of Crist Reliability Turbine Project

Gulf Power

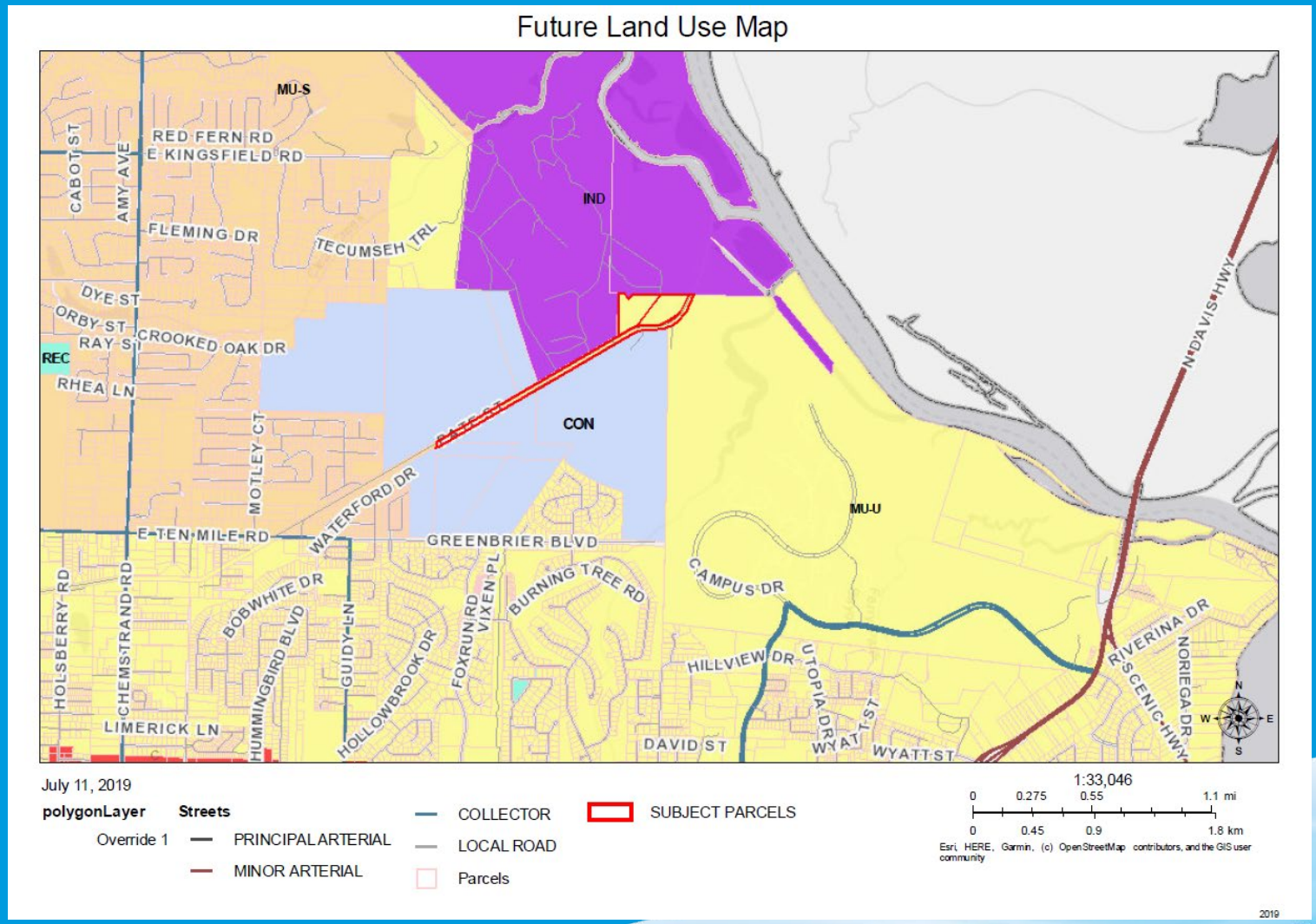
Crist Reliability Turbine Project

Benefits for Escambia County

- **~900 megawatts of capacity**
- **~$500 MM capital investment**
- **Provide:**
  - fast-start generation for the electrical grid
  - increased system reliability
- **Install three or four simple-cycle combustion turbines (CTs) at the Gulf Crist Power Plant located in Escambia County, FL**
  - CTs operating on natural gas as primary fuel
- **Expected construction start in second half of 2020**
- **Expected in-service 2021**

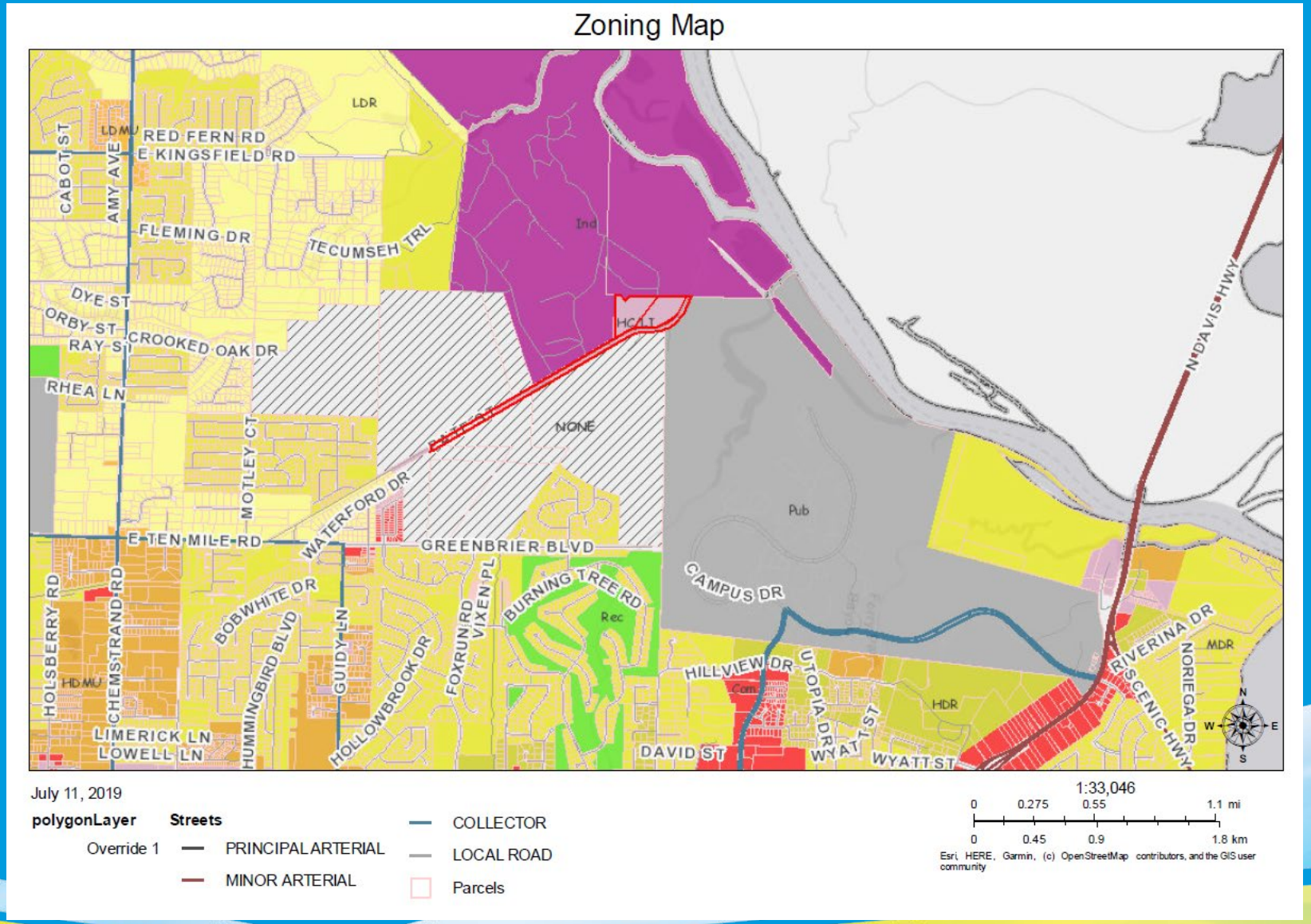
Gulf Power

Crist Reliability Turbine Project



Gulf Power

Crist Reliability Turbine Project



Gulf Power

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17185 **Growth Management Report 13. 5.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 12/05/2019
Issue: 5:47 p.m. - A Public Hearing Amendind the Official Zoning Map
From: HORACE JONES, Director
Organization: Development Services

RECOMMENDATION:

5:47 p.m. - A Public Hearing for Consideration for Adopting an Ordinance Amending the Official Zoning Map

That the Board adopt an Ordinance to amend the Official Zoning Map to include the rezoning case heard by the Planning Board on September 3, 2019, and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

BACKGROUND:

Rezoning case Z-2019-15 was heard by the Planning Board on September 3, 2019. 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 2019-_____

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-2019-15**
Address:	11999 N. Pate Road
Property Reference No.:	25-1N-30-1003-000-000, 25-1N-30-1006-000-000, 25-1N-30-1006-000-001
Property Size:	36.1 (+/-) acres
From:	HC/LI, Heavy Commercial and Light Industrial district (25 du/acre)
To:	Ind, Industrial district (du density limited to vested residential development)

Section 2. Severability.

If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 3. Inclusion in Code.

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

DRAFT

Section 4. Effective Date.

This Ordinance shall become effective upon filing with the Department of State.

DONE AND ENACTED by the Board of County Commissioners of

Escambia County Florida, this _____day of _____, 2019.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____

Steven Barry, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

_____

Deputy Clerk

(SEAL)

ENACTED:

FILED WITH DEPARTMENT OF STATE:

EFFECTIVE DATE:

DRAFT

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17180 **Growth Management Report** **13. 1.**
BCC Regular Meeting **Action**
Meeting Date: 12/05/2019
Issue: Action Item - Lakeshore Preserve Final Plat
From: HORACE JONES, Director
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning Final Plat Lakeshore Preserve Permit #18051398

That the Board take the following action concerning recording of Lakeshore Preserve (a 138-lot public residential subdivision), located in the Beulah Community and lying south of Mobile Highway (U.S. Highway 90) and lies east of Beulah Road. Owned and developed by D.R. Horton, Inc. 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 “Lakeside Oak Court", “Lakeside Oaks Drive”, and “Oak Lake Boulevard”;

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.

BACKGROUND:

The preliminary plat and construction plans were approved on May 19, 2017. The Escambia County Public Safety Department approved the street names “Lakeside Oak Court”, “Lakeside Oaks Drive”, “Oak Lake Boulevard” on February 3, 2017. Development Services Department inspected the improvements on November 18, 2019, and found improvements substantially complete and in accordance with applicable County Requirements. An executed Two-Year Warranty Agreement without Surety will be recorded with the Final Plat. Staff has reviewed the final plat.

LEGAL CONSIDERATIONS/SIGN-OFF:

This recommendation is consistent with previous practices of the County Attorney’s Office. The Two-Year Warranty Agreement without Surety was reviewed and approved by Kia Johnson on October 22, 2019.

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 Escambia County Land Development Code – with regards to 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.

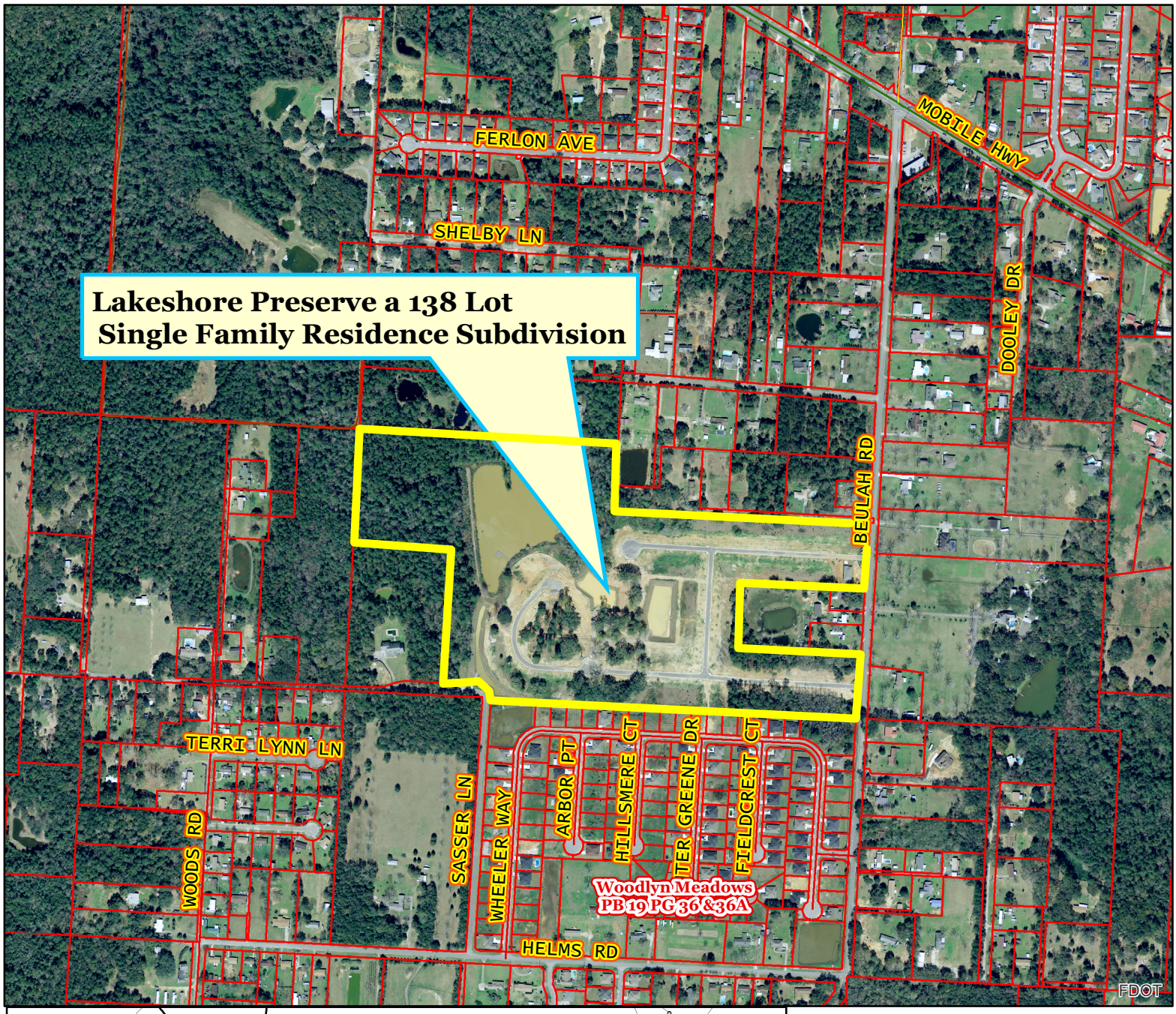
COORDINATION WITH OTHER AGENCIES/PERSONS:

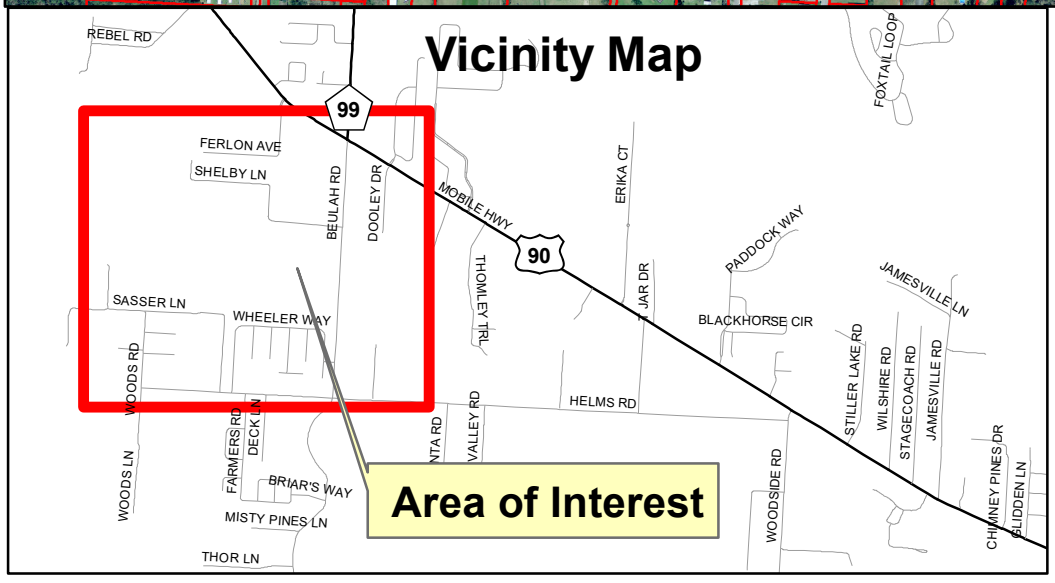
Staff has been in contact with the developer, developer’s engineer and surveyor, County Engineer, County Surveyor, County Road Department, County Building Inspections and Development Services Department.

Attachments

Location/Vicinity Map
Street Name Approval Letter
Two-Year Warranty Agreement
Final Plat

Final Plat ~ Lakeshore Preserve
138 Lot Single Family Residences





Surveying RGG 11/15/2019

Board of County Commissioners • Escambia County, Florida

Michael T. Moring, Emergency Communications Chief
Public Safety Department

February 3, 2017

Street Letter Approval

The following names have been submitted for approval:

Lakeside Oak Court
Lakeside Oaks Drive
Oak Lake Boulevard

The streets are located in:

Lakeshore Preserve

The name was requested by:

Northwest Florida Land Surveying, Inc.

7142 Belgium Circle, Pensacola, FL 32526

Escambia County Public Safety concurs the street names above are not duplicates of any other street names in Escambia County Florida.

M. Moring

9-1-1 Coordinator

6575 North W Street • Pensacola, Florida 32505-1714
Telephone (850) 471-6400 • Fax (850) 471-6455 www.myescambia.com

Prepared by:
Mr. Joel Coleman, Asst. VP
D.R Horton, Inc.
25366 Profit Drive
Daphne, AL 32526

TWO-YEAR WARRANTY AGREEMENT
FOR STREETS AND DRAINAGE IMPROVEMENTS WITHOUT SURETY/FINANCIAL SECURITY
(Corporation)

This Two-Year Warranty Agreement (Agreement) is entered by and between D.R. Horton, Inc., a corporation organized under the laws of the State of Delaware whose address is 25366 Profit Drive, Daphne, AL 36526 (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 the Lakeshore Preserve Development, more particularly described as follows:

See Exhibit A (Legal Description) for Lakeshore Preserve 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:

Lisa Fenderson
Lisa Fenderson
(printed name)

WITNESS:

Sandra Kwapinski
Sandra Kwapinski
(printed name)

DEVELOPER/OWNER:

D.R. Horton, Inc.
(name of corporation)

By: D. Joel Coleman
(signature)
D. Joel Coleman - Assistant Vice President
(printed name/title)

STATE OF ~~FLORIDA~~ Alabama
COUNTY OF ~~ESCAMBIA~~ Baldwin

The foregoing instrument was acknowledged before me this 16th day of October, 2019, by D. Joel Coleman as Assistant Vice President (title) of D.R. Horton, Inc. (name of corporation). He/She (✓) is personally known to me, or (___) has produced _____ as identification.

Signature of Notary

(Notary Seal)

AMBER MCCLURE WARNER
MY COMMISSION EXPIRES
JULY 18, 2021
NOTARY PUBLIC
STATE OF ALABAMA

Amber McClure Warner
Name of Notary (printed)

WITNESS:

_____

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:_____

Approved as to form and legal sufficiency.

By/Title: Kia M. Johnson, ACA
Date: 10-22-19

Exhibit A
Legal Description of Development

DESCRIPTION AS PREPARED BY NORTHWEST FLORIDA LAND SURVEYING, INC.
NEW PARCEL CREATED AT THE CLIENT'S REQUEST
DESCRIBED AS FOLLOWS:

COMMENCE AT A RAILROAD SPIKE MARKING THE NORTHEAST CORNER OF SECTION 18, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 03 DEGREES 13 MINUTES 37 SECONDS WEST ALONG THE EAST LINE OF SECTION 18 FOR A DISTANCE OF 2974.04 FEET; THENCE GO NORTH 87 DEGREES 09 MINUTES 47 SECONDS WEST FOR A DISTANCE OF 33.00 FEET TO THE WEST RIGHT OF WAY LINE OF BEULAH ROAD (66' R/W) AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 87 DEGREES 09 MINUTES 47 SECONDS WEST FOR A DISTANCE OF 1296.58 FEET; THENCE GO NORTH 03 DEGREES 02 MINUTES 51 SECONDS EAST FOR A DISTANCE OF 330.62 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18; THENCE GO NORTH 87 DEGREES 10 MINUTES 14 SECONDS WEST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18 FOR A DISTANCE OF 1326.45 FEET TO THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18; THENCE GO SOUTH 03 DEGREES 13 MINUTES 48 SECONDS WEST ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18 FOR A DISTANCE OF 578.33 FEET; THENCE GO SOUTH 87 DEGREES 09 MINUTES 20 SECONDS EAST FOR A DISTANCE OF 500.01 FEET; THENCE GO SOUTH 03 DEGREES 13 MINUTES 48 SECONDS WEST FOR A DISTANCE OF 683.77 FEET TO THE NORTH RIGHT OF WAY LINE OF SASSER LANE (R/W WIDTH VARIES); THENCE GO SOUTH 87 DEGREES 09 MINUTES 20 SECONDS EAST ALONG SAID NORTH RIGHT OF WAY LINE OF SASSER LANE FOR A DISTANCE OF 172.55 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 75.00 FEET; THENCE GO SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 75.00 FEET FOR AN ARC DISTANCE OF 106.15 FEET (DELTA= 81 DEGREES 05 MINUTES 42 SECONDS, CHOR BEARING= SOUTH 46 DEGREES 36 MINUTES 29 SECONDS EAST, CHORD DISTANCE= 97.51 FEET) TO THE NORTHWEST CORNER OF WOODLYN MEADOWS AS RECORDED IN PLAT BOOK 19 AT PAGE 36/36A OF TH PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 87 DEGREES 11 MINUTES 01 SECONDS EAST ALONG THE NORTH LINE OF SAID WOODLYN MEADOWS FOR A DISTANCE OF 1877.05 FEET TO THE AFORESAID WEST RIGHT OF WAY LINE OF BEULAH ROAD; THENCE GO NORTH 03 DEGREE 13 MINUTES 37 SECONDS EAST ALONG SAID WEST RIGHT OF WAY LINE OF BEULAH ROAD FOR A DISTANCE OF 334.04 FEET; THENCE GO NORTH 87 DEGREES 09 MINUTES 32 SECONDS WEST FOR A DISTANCE OF 631.28 FEET; THENCE GO NORTH 03 DEGREES 13 MINUTES 39 SECONDS EAST FOR A DISTANCE OF 330.36 FEET; THENCE GO SOUTH 87 DEGREES 09 MINUTES 47 SECONDS EAST FOR A DISTANCE OF 631.27 FEET TO THE WEST RIGHT OF WAY LINE OF BEULAH ROAD; THENCE GO NORTH 03 DEGREES 13 MINUTES 37 SECONDS EAST ALONG SAID WEST RIGHT OF WAY LINE OF BEULAH ROAD FOR A DISTANCE OF 330.01 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN A PORTION OF SECTION 18, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 56.30 ACRES MORE OR LESS.

SUBJECT TO: EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 4113 AT PAGE 683 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

Approved
ESCAMBIA COUNTY DRC PLAN REVIEW

DRC Chairman Signature: J. Hampton 11/20/19 Date

Printed Name: Jennifer Hampton Development Services Director or Designee

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 (DO) must be obtained through the Development Review Process prior to the commencement of construction. This DO approval 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.

A RECORD PLAT OF
LAKESHORE PRESERVE
A 138 LOT SINGLE FAMILY RESIDENTIAL SUBDIVISION
LOCATED IN A PORTION OF SECTION 18, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA
NOVEMBER 2019

NORTHWEST FLORIDA LAND SURVEYING, INC.
A PROFESSIONAL SERVICE ORGANIZATION
7142 BELGIUM CIRCLE
Pensacola, Fl 32526
(850) 432-1052

NWFLS PROJECT NO. 18996

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). 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. A REFERENCE BEARING OF SOUTH 03 DEGREES 13 MINUTES 37 SECONDS WEST IS GIVEN ALONG THE EAST LINE OF SECTION 18, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA. ELEVATIONS SHOWN HEREON ARE REFERENCED TO NORTH AMERICAN VERTICAL DATUM OF 1988 FROM GEODETIC CONTROL POINT STAMPED "ESC 4075" HAVING AN ELEVATION OF 109.12 FEET AS PER BASKERVILLE-DONOVAN INC. SURVEY OF ESCAMBIA COUNTY, FLORIDA GPS NETWORK PREPARED FOR FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION DIVISION OF STATE LANDS BUREAU OF SURVEY AND MAPPING DATED 08/22/1997.
2. 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 0270 G, REVISED SEPTEMBER 29, 2006.
3. THE MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS.
4. GERALD W. McGUIRE, P.E. JMA ENGINEERING SERVICES, INC, 2726 WALLACE LAKE ROAD, PACE, FL 32571, (850) 995-7323 IS THE ENGINEER OF RECORD.
5. PUBLIC RECORDS OF ESCAMBIA COUNTY MAY SHOW ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS PLAT.
6. DEVELOPMENT CONSISTS OF 138 SINGLE FAMILY RESIDENTIAL LOTS. RESIDENTIAL DENSITY = 2.45 UNITS/ACRE. TOTAL PROJECT ACREAGE: 56.30 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 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.
9. NO FENCES OR OTHER STRUCTURES SHALL BE BUILT WITHIN PUBLIC DRAINAGE AND ACCESS EASEMENTS, EASEMENTS SHALL BE ACCESSIBLE AT ALL TIMES AND STORMWATER FLOW SHALL NOT BE RESTRICTED.
10. EACH LOT SHALL HAVE A 10 FOOT WIDE PRIVATE 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.
11. LOTS 34-39, BLOCK C DO NOT HAVE RIPARIAN RIGHTS OVER THE EXISTING LAKE. THE LAKE WILL BE OWNED BY THE HOME OWNERS ASSOCIATION.
12. ALL WETLAND BUFFERS (WITHIN THOSE PARCELS ABUTTING WETLANDS) SHALL REMAIN IN THEIR NATURAL STATE.

SITE AND BUILDING REQUIREMENTS: ZONING MDR

LOT COVERAGE: THE PERVIOUS AREA SHALL BE AT LEAST 30% OF THE TOTAL LOT (70% MAXIMUM IMPERVIOUS COVER RATIO)

LOT WIDTH: THE MINIMUM LOT WIDTH AT THE FRONT BUILDING LINE SHALL BE 50 FEET, AND 50 FEET AT THE STREET RIGHT-OF-WAY.

FRONT YARD: THERE SHALL BE A FRONT YARD HAVING A DEPTH OF NO LESS THAN 20 FEET,

REAR YARD: THE MINIMUM REAR YARD SHALL NOT BE LESS THAN 20 FEET IN DEPTH EXCEPT THOSE LOTS ABUTTING WETLANDS WHERE AS IT SHOULD BE THE 25' WETLAND BUFFER.

SIDE YARD: ON EACH SIDE OF ALL OTHER STRUCTURES, FIVE FEET OR 10 PERCENT OF THE LOT WIDTH AT THE FRONT BUILDING LINE, WHICHEVER IS GREATER, BUT NOT REQUIRED TO EXCEED 15 FEET.

BUILDING HEIGHT: A MAXIMUM STRUCTURE HEIGHT OF 45 FEET ABOVE HIGHEST ADJACENT GRADE.

NOTE: LOTS 34-39, BLOCK C DO NOT HAVE RIPARIAN RIGHTS OVER THE EXISTING LAKE. THE LAKE WILL BE OWNED BY THE HOME OWNERS ASSOCIATION.

SHEET INDEX

SHEET 1: COVER SHEET
SHEET 2: OVERALL BOUNDARY
SHEET 3: LOTS 1-16 BLOCK A
LOTS 1-36 BLOCK B
LOTS 1-10 BLOCK C
SHEET 4: LOTS 17-51 BLOCK A
LOTS 11-39 BLOCK C
LOTS 1-12 BLOCK D
SHEET 5: DETAILS A AND B

OWNER:

D.R. HORTON, INC.,
A DELAWARE CORPORATION
25366 PROFIT DRIVE
DAPHNE, AL 36526
(251) 447-0329

ENGINEER:

JMA ENGINEERING SERVICES, INC.
2726 WALLACE LAKE ROAD, PACE, FL 32571
(850) 995-7323

SURVEYOR:

FRED R. THOMPSON
NORTHWEST FLORIDA LAND SURVEYING, INC.
7142 BELGIUM CIRCLE, PENSACOLA, FL 32526
(850) 432-1052

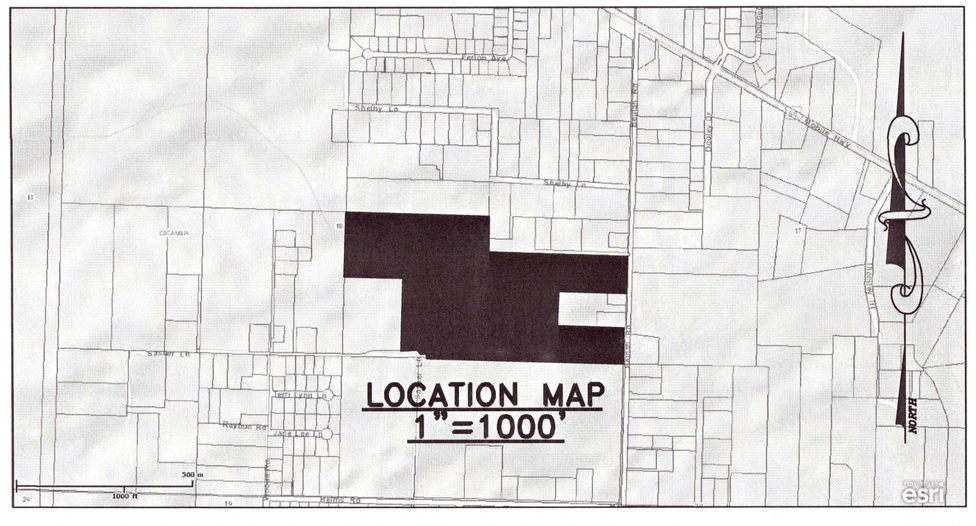
DESCRIPTION AS PREPARED BY NORTHWEST FLORIDA LAND SURVEYING, INC.

NEW PARCEL CREATED AT THE CLIENT'S REQUEST

DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 18, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 03 DEGREES 13 MINUTES 37 SECONDS WEST ALONG THE EAST LINE OF SECTION 18 FOR A DISTANCE OF 2974.04 FEET; THENCE GO NORTH 87 DEGREES 09 MINUTES 47 SECONDS WEST FOR A DISTANCE OF 33.00 FEET TO THE WEST RIGHT OF WAY LINE OF BEULAH ROAD (66' R/W) AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 87 DEGREES 09 MINUTES 47 SECONDS WEST FOR A DISTANCE OF 1296.58 FEET; THENCE GO NORTH 03 DEGREES 02 MINUTES 51 SECONDS EAST FOR A DISTANCE OF 330.62 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18; THENCE GO NORTH 87 DEGREES 10 MINUTES 14 SECONDS WEST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18 FOR A DISTANCE OF 1326.45 FEET TO THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18; THENCE GO SOUTH 03 DEGREES 13 MINUTES 48 SECONDS WEST ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18 FOR A DISTANCE OF 578.33 FEET; THENCE GO SOUTH 87 DEGREES 09 MINUTES 20 SECONDS EAST FOR A DISTANCE OF 500.01 FEET; THENCE GO SOUTH 03 DEGREES 13 MINUTES 48 SECONDS WEST FOR A DISTANCE OF 683.77 FEET TO THE NORTH RIGHT OF WAY LINE OF SASSER LANE (R/W WIDTH VARIES); THENCE GO SOUTH 87 DEGREES 09 MINUTES 20 SECONDS EAST ALONG SAID NORTH RIGHT OF WAY LINE OF SASSER LANE FOR A DISTANCE OF 172.55 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 75.00 FEET; THENCE GO SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 75.00 FEET FOR AN ARC DISTANCE OF 106.15 FEET (DELTA= 81 DEGREES 05 MINUTES 42 SECONDS, CHORD BEARING= SOUTH 46 DEGREES 36 MINUTES 29 SECONDS EAST, CHORD DISTANCE= 97.51 FEET) TO THE NORTHWEST CORNER OF WOODLYN MEADOWS AS RECORDED IN PLAT BOOK 19 AT PAGE 36/36A OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 87 DEGREES 11 MINUTES 01 SECONDS EAST ALONG THE NORTH LINE OF SAID WOODLYN MEADOWS FOR A DISTANCE OF 1877.05 FEET TO THE AFORESAID WEST RIGHT OF WAY LINE OF BEULAH ROAD; THENCE GO NORTH 03 DEGREES 13 MINUTES 37 SECONDS EAST ALONG SAID WEST RIGHT OF WAY LINE OF BEULAH ROAD FOR A DISTANCE OF 334.04 FEET; THENCE GO NORTH 87 DEGREES 09 MINUTES 32 SECONDS WEST FOR A DISTANCE OF 631.28 FEET; THENCE GO NORTH 03 DEGREES 13 MINUTES 39 SECONDS EAST FOR A DISTANCE OF 330.36 FEET; THENCE GO SOUTH 87 DEGREES 09 MINUTES 47 SECONDS EAST FOR A DISTANCE OF 631.27 FEET TO THE WEST RIGHT OF WAY LINE OF BEULAH ROAD; THENCE GO NORTH 03 DEGREES 13 MINUTES 37 SECONDS EAST ALONG SAID WEST RIGHT OF WAY LINE OF BEULAH ROAD FOR A DISTANCE OF 330.01 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN A PORTION OF SECTION 18, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 56.30 ACRES MORE OR LESS.

SUBJECT TO: EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 4113 AT PAGE 683 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.



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	561650.83	1061220.71	30°30'46.2440"	87°22'53.1532"	0.99996655	1°26'52.7782"	119.48'	0.99999895	0.99996550
GPS 2	560657.94	1061164.73	30°30'36.4054"	87°22'53.5061	0.99996626	1°26'52.9555"	117.73'	0.99999871	0.99996497
GPS 3	560750.18	1059289.94	30°30'36.8486"	87°23'14.9579"	0.99996628	1°27'03.7356	108.88'	0.99999914	0.99996542
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

FORMULA TO CONVERT GRID DISTANCE TO GROUND DISTANCE: MULTIPLY THE GROUND DISTANCE BY THE MCSF

MEAN COMBINED SCALE FACTOR (MCSF) = $\frac{CSF_1 + CSF_2}{2}$ GROUND DISTANCE= $\frac{GRID\ DISTANCE}{MCSF}$

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 _____, 2019, WAS APPROVED FOR FILING BY THE SAID BOARD AND I, CLERK OF THE CIRCUIT COURT, WAS INSTUCTED TO SO CERTIFY HEREON.

PAM CHILDERS DATE
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 _____, 2019.

PAM CHILDERS, CLERK OF THE CIRCUIT COURT

DEDICATIONS

KNOW ALL PERSONS BY THESE PRESENTS THAT D.R. HORTON, INC., A DELAWARE CORPORATION, THE OWNER ("OWNER") OF THE LAND DESCRIBED AND PLATTED HEREON KNOWN AS LAKESHORE PRESERVE, HEREBY DEDICATES TO LAKESHORE PRESERVE HOME OWNERS ASSOCIATION, INC., A FLORIDA NOT-FOR- PROFIT CORPORATION, RECREATION AREA (PARCEL "A"), CONSERVATION EASEMENTS (PARCEL "B" AND PARCEL "C"), LAKE AND DAM PARCEL (PARCEL "D"), SIGN PARCEL (PARCEL "E"), AND 10' WIDE FENCE, WALL, SIGN AND FOUNTAIN EASEMENTS. THE OWNER ALSO DEDICATES TO THE PUBLIC ALL STREET RIGHT OF WAYS, ACCESS AND DRAINAGE EASEMENTS, ACCESS EASEMENTS, NON-ACCESS EASEMENTS, AND DRY RETENTION PONDS PARCELS F, G, AND H, DEDICATES THE 15 FOOT WIDE ECUA EASEMENT TO ECUA, AND DEDICATES TO ALL UTILITY PROVIDERS UTILITY EASEMENTS UNDER, OVER, ACROSS AND THROUGH ALL UTILITY EASEMENTS AS SHOWN ON THE PLAT, AND HEREBY REQUESTS THE FILING OF THIS PLAT IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

WITNESSES: D.R. HORTON, INC.
A DELAWARE CORPORATION

(SIGNATURE)_____.
(PRINTED NAME)_____.

(SIGNATURE)_____ BY:_____
(PRINTED NAME)_____. JOEL COLEMAN
AS ITS ASSISTANT VICE PRESIDENT

NOTARY PUBLIC

BEFORE THE SUBCRIBER PERSONALLY APPEARD JOEL COLEMAN, ASSISTANT VICE PRESIDENT OF D.R. HORTON, INC., OWNER AND DEVELOPER OF LAKESHORE PRESERVE , KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED IN AND WHO ON BEHALF OF D.R. HORTON, INC., 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 _____, 2019.

SIGNATURE

PRINT NAME

COMMISION NO. _____

MY COMMISION EXPIRES _____
NOTARY PUBLIC, STATE OF FLORIDA

CERTIFICATE OF PLAT REVIEW:

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO FLORIDA STATUTES CHAPTER 177, PART 1, PLATTING BY THE OFFICE OF THE COUNTY SURVEYOR OF ESCAMBIA COUNTY, FLORIDA ON THIS ____DAY OF _____, 2019.

JOSEPH E. BARRETT, P.S.M. COUNTY SURVEYOR
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 6260

ENGINEER'S CERTIFICATE

I HEREBY CERTIFY THAT I AM THE "ENGINEER" OF RECORD FOR LAKESHORE PRESERVE. ALL PROPOSED ROADWAYS, DRAINAGE, AND OTHER IMPROVEMENTS WILL BE DESIGNED TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL DEVELOPMENT REQUIREMENTS.

Gerald W. McGuire 11/20/2019

GERALD W. McGUIRE PE. NO. 39572
STATE OF FLORIDA
JMA ENGINEERING SERVICES, INC.
2726 WALLACE LAKE ROAD, PACE, FL 32571
(850) 995-7323

NOT VALID UNLESS SEALED WITH AN EMBOSSED SEAL

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-17.052, FLORIDA ADMINISTRATION CODE AND SECTION 472.027, FLORIDA STATUTES.

Fred R. Thompson

FRED R. THOMPSON
FLORIDA REGISTRATION NO. 3027

NORTHWEST FLORIDA LAND SURVEYING, INC.
SURVEYING AND MAPPING BUISNESS NUMBER 7277
7142 BELGIUM CIRCLE
PENSACOLA, FL 32526
(850) 432-1052

NOT VALID UNLESS SEALED WITH AN EMBOSSED SEAL

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

SHEET 1 OF 5

DECLARATION OF RESTRICTIVE COVENANTS, OFFICIAL RECORDS BOOK _____, PAGE(S) _____

PLAT BOOK _____, PAGE _____

A RECORD PLAT OF
LAKESHORE PRESERVE
OF A 138 LOT SINGLE FAMILY RESIDENTIAL SUBDIVISION
LOCATED IN A PORTION OF SECTION 18, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA
NOVEMBER 2019

NORTHWEST FLORIDA LAND SURVEYING, INC.
A PROFESSIONAL SERVICE ORGANIZATION
7142 BELGIUM CIRCLE
Pensacola, Fl 32526
(850) 432-1052

NWFLS PROJECT NO. 18996

SITE AND BUILDING REQUIREMENTS: ZONING MDR

LOT COVERAGE: THE PERVIOUS AREA SHALL BE AT LEAST 30% OF THE TOTAL LOT (70% MAXIMUM IMPERVIOUS COVER RATIO)
LOT WIDTH: THE MINIMUM LOT WIDTH AT THE FRONT BUILDING LINE SHALL BE 50 FEET, AND 50 FEET AT THE STREET RIGHT-OF-WAY.
FRONT YARD: THERE SHALL BE A FRONT YARD HAVING A DEPTH OF NO LESS THAN 20 FEET,
REAR YARD: THE MINIMUM REAR YARD SHALL NOT BE LESS THAN 20 FEET IN DEPTH EXCEPT THOSE LOTS ABUTTING WETLANDS WHERE AS IT SHOULD BE THE 25' WETLAND BUFFER.
SIDE YARD:
ON EACH SIDE OF ALL OTHER STRUCTURES, FIVE FEET OR 10 PERCENT OF THE LOT WIDTH AT THE FRONT BUILDING LINE, WHICHEVER IS GREATER, BUT NOT REQUIRED TO EXCEED 15 FEET. NO BUILDING SETBACK LINE SHALL ENCROACH INTO ANY EASEMENT.
BUILDING HEIGHT: A MAXIMUM STRUCTURE HEIGHT OF 45 FEET ABOVE HIGHEST ADJACENT GRADE.

NOTE: LOTS 34-39, BLOCK C DO NOT HAVE RIPARIAN RIGHTS OVER THE EXISTING LAKE. THE LAKE WILL BE OWNED BY THE HOME OWNERS ASSOCIATION.

GRAPHIC SCALE
100 0 50 100 200 400
(IN FEET)
1 inch = 100 ft.

N NW W E S

POINT OF COMMENCEMENT
A RAIL ROAD SPIKE MARKING
THE NORTHEAST CORNER OF SECTION 18,
TOWNSHIP 1 SOUTH, RANGE 31 WEST,
ESCAMBIA COUNTY, FLORIDA

PROPERTY LINE TABLE		
LINE	LENGTH	BEARING
L1	52.53'	S38°56'24"W
L2	80.36'	S64°56'25"W
L3	94.49'	S40°46'52"W
L4	42.65'	S23°02'45"W
L5	55.20'	S5°42'05"E
L6	31.10'	S08°00'53"E
L7	137.18'	S41°08'09"W
L8	25.45'	S30°35'53"W
L9	36.24'	N08°39'00"W
L10	23.11'	N32°54'35"W
L11	54.18'	N01°28'47"W
L12	56.23'	N44°22'54"W
L13	15.53'	N65°35'27"W
L14	21.08'	N86°38'12"W
L15	14.15'	N61°23'58"W
L16	36.30'	S84°52'51"W
L17	24.64'	S10°05'56"W
L18	25.33'	N86°34'14"W
L19	1.84'	S52°48'19"W
L20	55.17'	S52°48'19"W
L21	55.16'	S52°35'57"W
L22	5.82'	S52°38'56"W
L23	51.03'	S28°58'15"W
L24	41.67'	S26°40'28"W
L25	26.53'	S00°42'25"W
L26	14.46'	S00°42'25"W
L27	15.81'	S05°07'44"E
L28	14.90'	S31°32'44"W
L29	23.52'	S83°53'22"W
L30	8.28'	N78°42'13"W
L31	54.17'	S81°08'51"W
L32	10.68'	N78°42'13"W
L33	25.60'	N20°21'24"W
L34	50.00'	N81°09'19"W
L35	24.08'	N65°56'36"E
L36	58.06'	N60°00'00"E
L37	40.55'	S36°44'54"E
L38	18.14'	S45°31'21"E
L39	27.48'	S5°28'22"W
L40	32.13'	S27°13'46"E
L41	48.72'	S13°43'36"E
L42	16.65'	S61°43'14"E
L43	10.81'	N82°30'28"E
L44	25.53'	N22°09'21"E
L45	21.28'	N61°20'8"W
L46	36.1'	N09°08'08"W
L47	28.62'	N06°13'25"E
L48	23.18'	N80°21'1"E
L49	24.85'	S86°45'11"E
L50	56.04'	S1°33'56"E
L51	56.84'	S52°04'24"E
L52	42.22'	S84°52'51"E
L53	26.43'	S66°20'01"E
L54	60.81'	S75°40'31"E
L55	31.40'	N10°00'00"E
L56	80.51'	S81°28'35"E
L57	40.68'	S05°42'56"W
L58	52.80'	S53°53'41"E
L59	51.13'	S81°31'55"E
L60	21.41'	N86°38'12"W
L61	12.00'	S81°09'24"E
L62	28.42'	N21°48'51"E
L63	10.22'	N80°42'18"E

PROPERTY LINE CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA-ANGLE	TANGENT	CHORD	CHORD-BEARING
C1	34.21'	25.00'	84°58'53"	21.00	31.35'	N48°13'31"E
C2	7.98'	25.00'	18°17'27"	4.02	7.95'	S71°38'01"E
C3	6.64'	25.00'	15°14'22"	3.36	6.61'	S60°44'42"E
C4	42.54'	60.00'	40°36'15"	22.24	41.70'	N13°30'04"W
C5	53.50'	60.00'	51°05'27"	28.68	51.75'	S60°31'00"W
C6	51.51'	60.00'	44°14'55"	27.50	50.20'	S10°26'49"W
C7	51.51'	60.00'	44°14'55"	27.50	50.20'	S38°48'06"E
C8	51.51'	60.00'	44°14'55"	27.50	50.20'	S88°03'01"E
C9	46.08'	60.00'	44°00'11"	24.24	44.96'	N45°11'23"E
C10	26.81'	25.00'	61°34'11"	14.84	25.54'	S54°06'23"W
C11	3.63'	25.00'	8°19'36"	1.82	3.63'	S84°03'20"W
C12	34.21'	25.00'	84°58'51"	25.00	31.36'	N41°46'52"W
C13	34.21'	25.00'	90°00'20"	25.00	35.36'	N48°13'14"E
C14	8.70'	25.05'	19°54'08"	4.39	8.66'	S76°47'54"E
C15	17.44'	25.00'	40°05'09"	9.12	17.14'	S46°47'41"E
C16	104.76'	50.00'	120°02'31"	86.68	86.62'	N86°46'30"W
C17	15.63'	25.00'	35°48'43"	8.08	15.37'	N51°06'35"E
C18	10.56'	25.03'	24°10'44"	5.36	10.48'	N81°06'36"E
C19	81.31'	100.00'	46°35'16"	43.05	79.09'	S63°28'53"E
C20	35.43'	100.00'	20°18'00"	17.90	35.25'	S30°02'15"E
C21	63.08'	200.00'	18°04'19"	31.81	62.82'	S10°51'05"E
C22	45.55'	200.00'	21°22'27"	48.71	44.65'	S11°52'18"W
C23	55.42'	200.00'	16°01'09"	28.14	55.74'	S33°34'06"W
C24	23.24'	25.00'	53°23'16"	12.51	22.46'	S68°20'11"W
C25	11.54'	25.00'	26°26'53"	5.87	11.44'	N11°44'45"W
C26	74.98'	60.00'	76°22'57"	47.20	74.18'	N83°11'13"E
C27	58.51'	60.00'	55°52'01"	31.81	56.21'	N11°09'42"E
C28	43.01'	60.00'	41°04'08"	22.41	42.09'	N51°18'25"W
C29	58.47'	60.00'	55°50'01"	31.78	56.18'	N11°45'34"W
C30	32.13'	60.00'	30°40'48"	16.46	31.75'	S56°58'57"W
C31	40.55'	250.00'	9°17'34"	20.32	40.50'	S36°24'11"W
C32	15.46'	250.00'	3°32'53"	7.74	15.48'	S29°58'51"W
C33	50.08'	250.00'	11°28'42"	25.13	50.00'	S22°28'10"W
C34	50.08'	250.00'	11°28'42"	25.13	50.00'	S10°54'28"W
C35	50.08'	250.00'	11°28'42"	25.13	50.00'	S00°29'14"E
C36	50.08'	250.00'	11°28'42"	25.13	50.00'	S11°51'56"E
C37	9.76'	250.00'	2°14'13"	4.88	9.76'	S18°44'25"E
C38	40.46'	150.00'	15°27'12"	20.35	40.33'	S21°42'11"E
C39	50.23'	150.00'	19°11'17"	25.35	50.00'	S45°01'32"E
C40	50.23'	150.00'	19°11'17"	25.35	50.00'	S64°12'44"E
C41	33.85'	150.00'	12°56'03"	17.05	33.80'	S80°17'24"E
C42	14.63'	25.00'	33°31'16"	7.53	14.42'	N70°00'52"W
C43	24.70'	50.00'	34°02'10"	15.30	24.27'	S70°16'14"E
C44	28.81'	50.00'	33°00'30"	14.81	28.41'	N76°12'21"E
C45	14.63'	24.98'	33°32'51"	7.53	14.42'	S76°28'14"W
C46	4.64'	100.00'	2°39'14"	2.35	4.64'	N85°25'53"W
C47	7.04'	150.00'	2°41'14"	3.52	7.03'	S85°25'53"E
C48	34.21'	25.00'	90°00'01"	25.00	35.36'	N41°46'21"W
C49	34.21'	25.00'	84°58'53"	25.00	31.35'	N48°13'33"E
C50	4.64'	100.00'	2°41'14"	2.35	4.64'	S85°25'53"E
C51	38.04'	25.00'	87°18'25"	23.85	34.51'	S40°26'03"E
C52	34.21'	25.00'	90°00'00"	25.00	35.36'	S48°13'04"W
C53	34.21'	25.00'	90°00'26"	25.00	35.36'	N41°46'38"W

CENTERLINE CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA-ANGLE	TANGENT	CHORD	CHORD-BEARING
CL1	5.86'	125.00'	2°41'14"	2.93	5.86'	S85°25'53"E
CL2	4.94'	131.01'	2°09'31"	2.47	4.94'	N85°30'31"W
CL3	149.43'	125.00'	66°53'16"	82.56	131.18'	S53°14'52"E
CL4	241.63'	225.00'	61°31'48"	133.64	230.18'	S10°52'34"W

BOUNDARY CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA-ANGLE	TANGENT	CHORD	CHORD-BEARING
CB1	106.15'	75.00'	81°05'42"	64.16	97.51'	S46°36'29"E

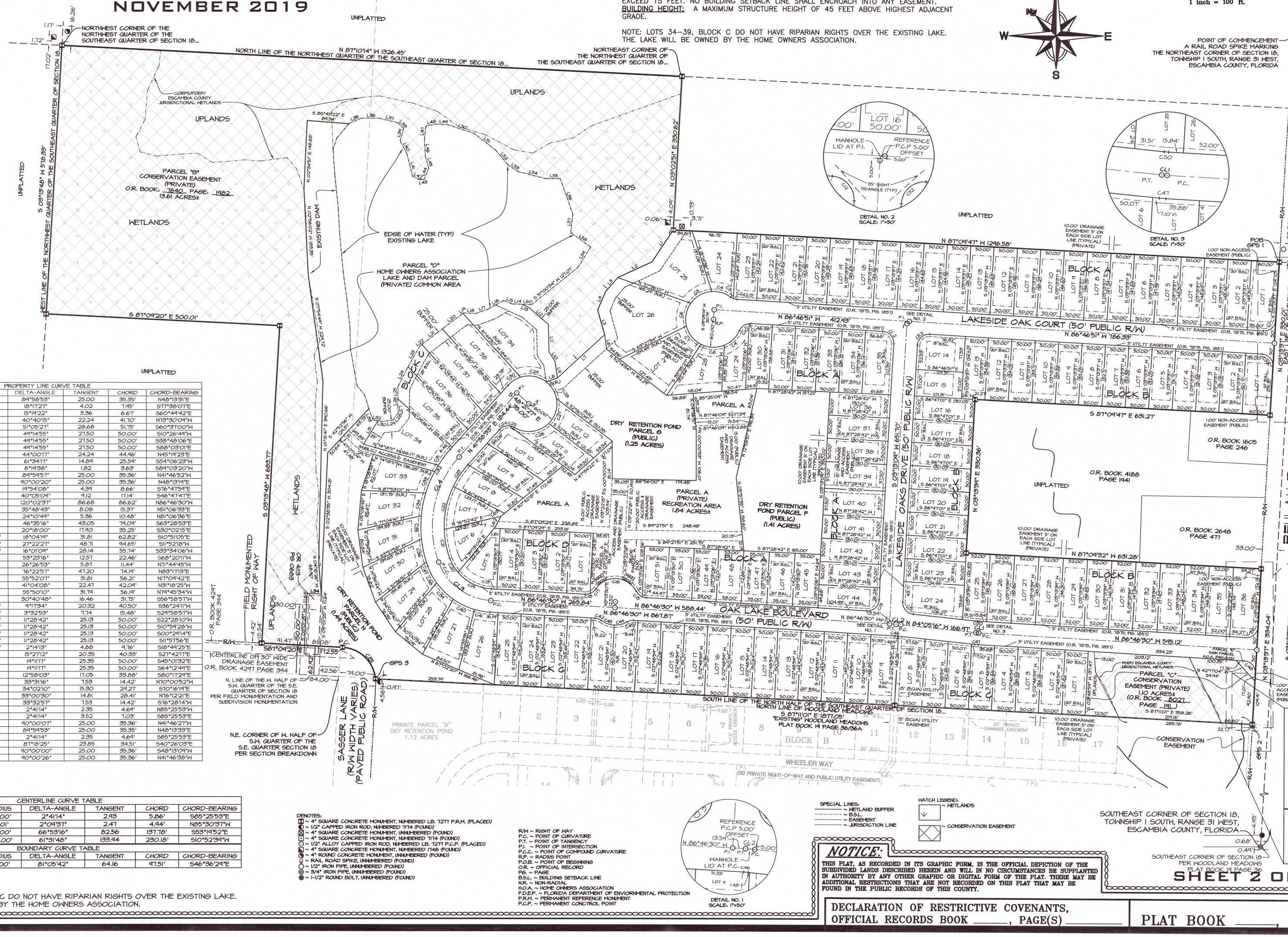
NOTE: LOTS 34-39, BLOCK C DO NOT HAVE RIPARIAN RIGHTS OVER THE EXISTING LAKE. THE LAKE WILL BE OWNED BY THE HOME OWNERS ASSOCIATION.

DENOTES:
- ~ 4" SQUARE CONCRETE MONUMENT, NUMBERED LB. 7271 P.R.M. (PLACED)
- ~ 1/2" CAPPED IRON ROD, NUMBERED 7174 (FOUND)
- ~ 4" SQUARE CONCRETE MONUMENT, UNNUMBERED (FOUND)
- ~ 4" SQUARE CONCRETE MONUMENT, NUMBERED 7174 (FOUND)
- ~ 1/2" ALLOY CAPPED IRON ROD, NUMBERED LB. 7271 P.C.P. (PLACED)
- ~ 4" SQUARE CONCRETE MONUMENT, NUMBERED 7140 (FOUND)
- ~ 4" ROUND CONCRETE MONUMENT, UNNUMBERED (FOUND)
- ~ RAIL ROAD SPIKE, UNNUMBERED (FOUND)
- ~ 1/2" IRON PIPE, UNNUMBERED (FOUND)
- ~ 3/4" IRON PIPE, UNNUMBERED (FOUND)
- ~ 1-1/2" ROUND BOLT, UNNUMBERED (FOUND)

R/M ~ RIGHT OF WAY
P.C. ~ POINT OF CURVATURE
P.T. ~ POINT OF TANGENCY
P.I. ~ POINT OF INTERSECTION
P.C.C. ~ POINT OF COMPOUND CURVATURE
R.P. ~ RADIUS POINT
P.O.B. ~ POINT OF BEGINNING
O.R. ~ OFFICIAL RECORD
PG. ~ PAGE
B.S.L. ~ BUILDING SETBACK LINE
NR. ~ NON-RADIAL
H.O.A. ~ HOME OWNERS ASSOCIATION
F.D.E.P. ~ FLORIDA DEPARTMENT OF ENVIORNMENTAL PROTECTION
P.R.M. ~ PERMANENT REFERENCE MONUMENT
P.C.P. ~ PERMANENT CONGTROL POINT

SPECIAL LINES:
- ~ WETLAND BUFFER
- ~ B.S.L.
- ~ EASEMENT
- ~ JURISDICTION LINE

HATCH LEGEND:
- ~ WETLANDS
- ~ CONSERVATION EASEMENT



NOTICE:

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

DECLARATION OF RESTRICTIVE COVENANTS, OFFICIAL RECORDS BOOK ____, PAGE(S) ____

PLAT BOOK ____, PAGE ____

SHEET 2 OF 5

A RECORD PLAT OF

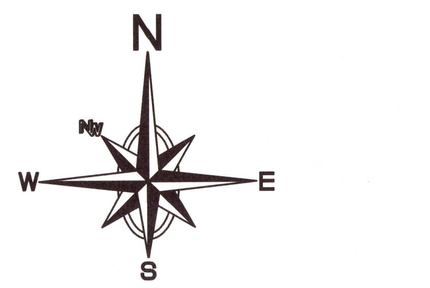
LAKESHORE PRESERVE

OF A 138 LOT SINGLE FAMILY RESIDENTIAL SUBDIVISION LOCATED IN A PORTION OF SECTION 18, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA

DECEMBER 2019

NORTHWEST FLORIDA LAND SURVEYING, INC.
A PROFESSIONAL SERVICE ORGANIZATION
7142 BELGIUM CIRCLE
Pensacola, Fl 32526
(850) 432-1052

NWFLS PROJECT NO. 18996



GRAPHIC SCALE

60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.

DETAIL NO. 2
SCALE: 1"=50'

SHEET 4 OF 5

PROPERTY LINE CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA-ANGLE	TANGENT	CHORD	CHORD-BEARING
C1	34.27'	25.00'	84°18'53"	25.00	35.35'	N48°13'31"E
C46	4.64'	100.00'	2°41'14"	2.35	4.64'	N85°25'53"W
C47	1.04'	150.00'	0°23'52"	0.52	1.03'	S85°25'53"E
C48	34.27'	25.00'	90°00'03"	25.00	35.36'	N41°46'27"W
C49	34.27'	25.00'	84°18'53"	25.00	35.35'	N48°13'38"E
C50	4.64'	100.00'	2°41'14"	2.35	4.64'	S85°25'53"E
C51	38.09'	25.00'	87°18'25"	23.85	34.51'	S40°26'03"E
C52	34.27'	25.00'	90°00'00"	25.00	35.36'	S48°13'04"W
C53	34.27'	25.00'	90°00'26"	25.00	35.36'	N41°46'38"W

DETAIL NO. 1
SCALE: 1"=50'

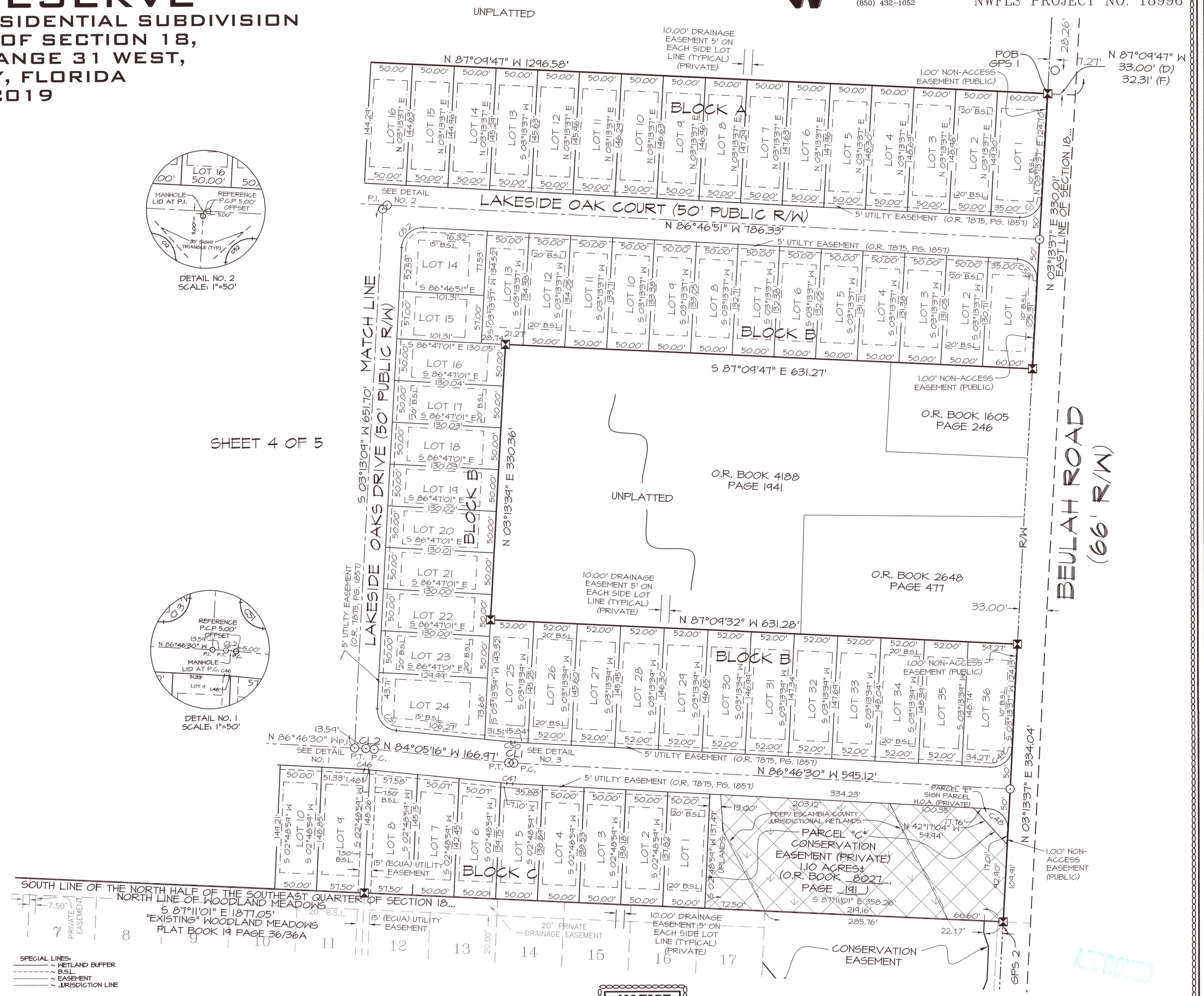
DENOTES:
- ■ ~ 4" SQUARE CONCRETE MONUMENT, NUMBERED LB. 7211 (PLACED)
- ○ ~ 1/2" ALLOY CAPPED IRON ROD, NUMBERED LB. 7211 (PLACED)
- ○ ~ 1/2" IRON PIPE, UNNUMBERED (FOUND)
- R/W ~ RIGHT OF WAY
- P.C. ~ POINT OF CURVATURE
- P.T. ~ POINT OF TANGENCY
- P.I. ~ POINT OF INTERSECTION
- P.C.C. ~ POINT OF COMPOUND CURVATURE
- R.P. ~ RADIUS POINT
- P.O.B. ~ POINT OF BEGINNING
- O.R. ~ OFFICIAL RECORD
- PG. ~ PAGE
- B.S.L. ~ BUILDING SETBACK LINE
- N.R. ~ NON-RADIAL
- H.O.A. ~ HOME OWNERS ASSOCIATION
- F.D.E.P. ~ FLORIDA DEPARTMENT OF ENVIORNMENTAL PROTECTION

CENTERLINE CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA-ANGLE	TANGENT	CHORD	CHORD-BEARING
CL1	5.86'	125.00'	2°41'14"	2.93	5.86'	S85°25'53"E
CL2	4.94'	131.01'	2°09'31"	2.47	4.94'	N85°30'37"W

SPECIAL LINES:
- ~ WETLAND BUFFER
- ~ B.S.L.
- ~ EASEMENT
- ~ JURISDICTION LINE

HATCH LEGEND:
- ~ WETLANDS
- ~ CONSERVATION EASEMENT

NOTE: LOTS 34-39, BLOCK C DO NOT HAVE RIPARIAN RIGHTS OVER THE EXISTING LAKE. THE LAKE WILL BE OWNED BY THE HOME OWNERS ASSOCIATION.



SHEET 3 OF 5

NOTICE:
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DECLARATION OF RESTRICTIVE COVENANTS, OFFICIAL RECORDS BOOK ____, PAGE(S) ____

PLAT BOOK ____, PAGE ____

A RECORD PLAT OF
LAKESHORE PRESERVE
OF A 138 LOT SINGLE FAMILY RESIDENTIAL SUBDIVISION
LOCATED IN A PORTION OF SECTION 18, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA
NOVEMBER 2019

NORTHWEST FLORIDA LAND SURVEYING, INC.
A PROFESSIONAL SERVICE ORGANIZATION
7142 BELGIUM CIRCLE
Pensacola, Fl 32526
(850) 432-1052

NWFLS PROJECT NO. 18996

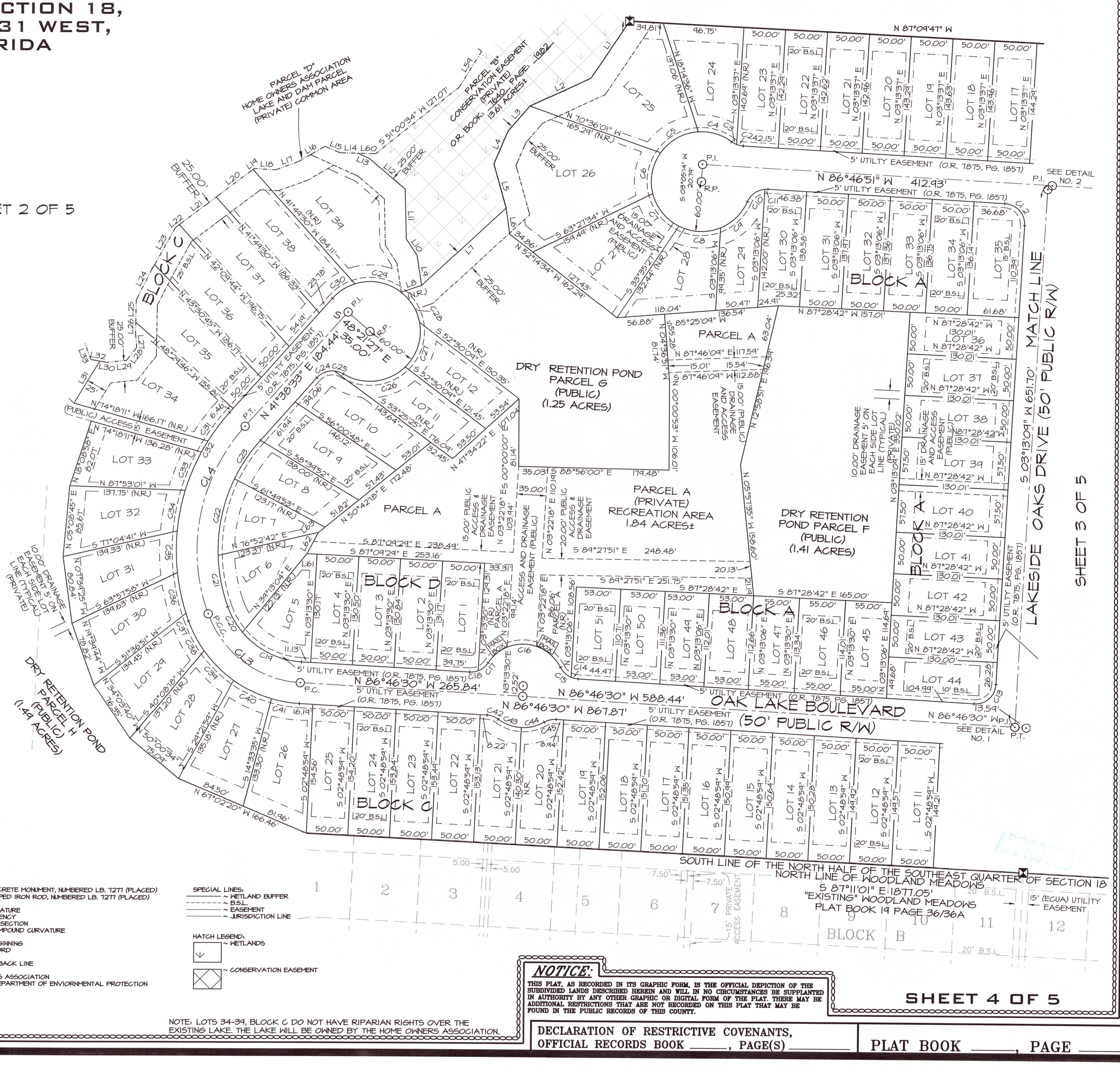
SHEET 2 OF 5

PROPERTY LINE TABLE		
LINE	LENGTH	BEARING
L1	82.58'	S83°36'24"W
L2	80.16'	S64°59'25"W
L3	39.49'	S40°46'52"W
L4	42.63'	S28°02'45"W
L5	55.20'	S15°42'05"E
L6	31.10'	S08°00'58"E
L7	137.18'	S41°09'09"W
L8	25.45'	S70°39'58"W
L9	36.24'	N08°39'00"W
L10	23.31'	N82°54'35"W
L11	54.78'	N21°28'41"W
L12	56.23'	N44°22'54"W
L13	15.53'	N65°39'27"W
L14	21.06'	N86°38'12"W
L15	41.75'	N67°23'56"W
L16	36.30'	S84°52'51"W
L17	24.64'	S70°05'58"W
L18	25.31'	N86°34'41"W
L19	1.24'	S52°48'14"W
L20	55.11'	S52°48'14"W
L21	55.16'	S52°35'51"W
L22	5.82'	S52°35'56"W
L23	51.03'	S28°58'15"W
L24	47.67'	S28°40'28"W
L25	26.53'	S00°42'25"W
L26	14.46'	S00°42'25"W
L27	15.81'	S05°07'44"E
L28	19.40'	S81°32'49"W
L29	23.22'	S83°53'22"W
L30	8.28'	N78°42'13"W
L31	54.17'	S81°08'51"W
L32	10.65'	N78°42'13"W
L33	25.60'	N20°21'24"W
L34	50.00'	N81°09'51"W
L35	24.03'	N65°56'36"E
L36	38.06'	N90°00'00"E
L37	40.55'	S76°44'54"E
L38	18.14'	S45°39'21"E
L39	27.48'	S85°28'22"W
L40	32.13'	S27°18'46"E
L41	46.72'	S31°48'36"E
L42	16.85'	S61°45'14"E
L43	10.81'	N62°30'28"E
L44	25.53'	N22°09'27"E
L45	27.28'	N56°12'08"W
L46	36.11'	N03°08'08"W
L47	28.62'	N06°13'25"E
L48	23.16'	N80°12'11"E
L49	24.85'	S86°45'11"E
L50	56.04'	S71°33'56"E
L51	56.84'	S52°04'24"E
L52	42.22'	S84°52'51"E
L53	26.43'	S56°20'01"E
L54	60.87'	S75°40'31"E
L55	31.40'	N90°00'00"E
L56	80.51'	S14°26'35"E
L57	40.66'	S09°42'56"W
L58	52.80'	S63°35'41"E
L59	51.13'	S31°39'55"W
L60	21.41'	N88°38'12"W
L61	12.00'	S67°04'24"E
L62	28.15'	N21°45'51"E
L63	10.22'	N50°42'18"E

PROPERTY LINE CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA-ANGLE	TANGENT	CHORD	CHORD-BEARING
C2	7.48'	25.00'	15°11'27"	4.02	7.45'	S71°38'07"E
C3	6.64'	25.00'	15°13'22"	3.36	6.61'	S60°44'42"E
C4	42.54'	60.00'	40°36'15"	22.24	41.70'	N73°30'09"W
C5	53.50'	60.00'	51°05'27"	28.68	51.75'	S60°37'00"W
C6	51.51'	60.00'	49°14'55"	27.50	50.00'	S10°26'49"W
C7	51.51'	60.00'	49°14'55"	27.50	50.00'	S38°48'06"E
C8	51.51'	60.00'	49°14'55"	27.50	50.00'	S88°03'01"E
C9	46.08'	60.00'	44°00'11"	24.24	44.96'	N45°14'23"E
C10	26.81'	25.00'	61°34'11"	14.84	25.54'	S54°06'23"W
C11	3.63'	25.00'	8°19'36"	1.82	3.63'	S84°03'20"W
C12	34.21'	25.00'	84°54'51"	25.00	35.36'	N41°46'52"W
C13	34.21'	25.00'	90°00'20"	25.00	35.36'	N48°13'19"E
C14	8.10'	25.05'	19°54'08"	4.34	8.66'	S76°47'54"E
C15	17.44'	25.00'	40°08'04"	9.12	17.14'	S46°47'47"E
C16	104.76'	50.00'	120°02'37"	86.88	86.62'	N86°46'30"W
C17	15.63'	25.00'	35°48'48"	8.08	15.37'	N51°06'33"E
C18	10.56'	25.03'	24°10'44"	5.36	10.48'	N81°06'36"E
C19	81.31'	100.00'	46°35'16"	43.05	74.09'	S63°26'53"E
C20	35.43'	100.00'	20°18'00"	17.90	35.25'	S30°02'15"E
C21	63.08'	200.00'	18°04'19"	31.81	62.82'	S10°51'05"E
C22	45.55'	200.00'	21°22'27"	46.11	44.65'	S11°52'18"W
C23	55.42'	200.00'	16°01'34"	28.14	55.14'	S33°34'06"W
C24	23.24'	25.00'	53°23'16"	12.51	22.46'	S68°20'11"W
C25	11.54'	25.00'	26°26'53"	5.87	11.44'	N11°44'45"W
C26	74.99'	60.00'	76°22'51"	41.20	74.19'	N89°11'19"E
C27	58.51'	60.00'	55°52'07"	31.81	56.21'	N11°04'42"E
C28	43.01'	60.00'	41°04'08"	22.47	42.09'	N31°18'25"W
C29	58.47'	60.00'	55°50'10"	31.79	56.19'	N74°48'34"W
C30	32.19'	60.00'	30°44'48"	16.46	31.75'	S56°58'57"W
C31	40.55'	250.00'	9°17'34"	20.32	40.50'	S36°24'11"W
C32	15.48'	250.00'	3°32'53"	7.74	15.48'	S24°58'57"W
C33	50.08'	250.00'	11°28'42"	25.13	50.00'	S23°28'10"W
C34	50.08'	250.00'	11°28'42"	25.13	50.00'	S10°54'28"W
C35	50.08'	250.00'	11°28'42"	25.13	50.00'	S00°26'46"E
C36	50.08'	250.00'	11°28'42"	25.13	50.00'	S11°51'56"E
C37	9.76'	250.00'	2°14'13"	4.88	9.76'	S18°48'25"E
C38	40.46'	150.00'	15°27'12"	20.35	40.33'	S21°42'17"E
C39	50.23'	150.00'	19°11'17"	25.35	50.00'	S45°01'32"E
C40	50.23'	150.00'	19°11'17"	25.35	50.00'	S64°12'48"E
C41	33.45'	150.00'	12°46'03"	17.05	33.88'	S80°17'24"E
C42	14.63'	25.00'	33°31'6"	7.53	14.42'	N70°00'52"W
C43	24.70'	50.00'	34°02'10"	15.30	24.27'	S70°16'18"E
C44	28.81'	50.00'	33°00'30"	14.81	28.41'	N76°12'21"E
C45	14.63'	24.98'	33°32'51"	7.53	14.42'	S76°28'14"W

CENTERLINE CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA-ANGLE	TANGENT	CHORD	CHORD-BEARING
CL3	145.93'	125.00'	66°53'16"	82.56	137.78'	S53°14'52"E
CL4	241.63'	225.00'	61°31'48"	133.44	230.18'	S10°52'34"W
BOUNDARY CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA-ANGLE	TANGENT	CHORD	CHORD-BEARING
CB1	106.15'	75.00'	81°05'42"	64.16	97.51'	S46°36'29"E

GRAPHIC SCALE
60 0 30 60 120 240
(IN FEET)
1 inch = 60 ft.


PARCEL "D" HOME OWNERS ASSOCIATION LAKE AND DAM PARCEL (PRIVATE) COMMON AREA
PARCEL "B" CONSERVATION EASEMENT (PRIVATE) O.R. BOOK: 1360, PAGE: 1482 13.61 ACRES±
N 87°09'47" W
N 86°46'51" W 412.93'
5' UTILITY EASEMENT (O.R. 7875, PG. 1857)
SEE DETAIL NO. 2
MATCH LINE - S 03°13'09" W 651.70' - OAKS DRIVE (50' PUBLIC R/W) - LAKESIDE
SHEET 3 OF 5
BLOCK A
BLOCK B
BLOCK C
BLOCK D
LOT 24
LOT 23
LOT 22
LOT 21
LOT 20
LOT 19
LOT 18
LOT 17
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LOT 48
LOT 49
LOT 50
LOT 51
PARCEL A (PRIVATE) RECREATION AREA 1.84 ACRES±
DRY RETENTION POND PARCEL G (PUBLIC) (1.25 ACRES)
DRY RETENTION POND PARCEL F (PUBLIC) (1.41 ACRES)
DRY RETENTION POND PARCEL H (PUBLIC) (1.49 ACRES)
OAK LAKE BOULEVARD (50' PUBLIC R/W)
N 86°46'30" W 867.87'
N 86°46'30" W 588.44'
N 86°46'30" W 265.84'
N 86°46'30" WP.I.
SEE DETAIL NO. 1
P.T.
P.C.
P.I.
P.R.C.
R.P.
25.00' BUFFER
60.00' R/W
5' UTILITY EASEMENT (O.R. 7875, PG. 1857)
15' DRAINAGE AND ACCESS EASEMENT (PUBLIC)
15' PUBLIC ACCESS & DRAINAGE EASEMENT
20' PRIVATE ACCESS EASEMENT
10.00' DRAINAGE EASEMENT 5' ON EACH SIDE LOT LINE (TYPICAL) (PRIVATE)
(PUBLIC) ACCESS EASEMENT
N 74°18'11" W 166.17' (N.R.)
N 74°18'11" W 136.28' (N.R.)
N 87°53'01" W 137.75' (N.R.)
S 71°04'41" W 134.33' (N.R.)
S 63°57'58" W 134.63' (N.R.)
S 51°36'51" W 134.45' (N.R.)
S 40°09'38" W 131.20' (N.R.)
S 34°53'10" W 78.35'
S 05°08'45" E 85.61'
N 05°08'45" E 85.61'
N 41°41'30" W 184.11'
N 42°02'42" W 186.39'
N 43°35'45" W 186.11'
N 48°24'46" W 155.81'
S 48°21'27" E 64.44'
S 41°38'33" E 64.44'
S 52°30'04" E 150.35'
S 53°25'25" E 121.45'
S 47°34'22" E 127.04'
S 36°00'48" E 146.12'
S 36°34'52" E 138.00' (N.R.)
S 61°44'52" E 123.17' (N.R.)
S 76°52'42" E 123.31' (N.R.)
S 81°09'29" E 238.49'
S 87°09'29" E 253.16'
S 50°42'18" E 172.48'
S 84°27'51" E 251.75'
S 88°56'00" E 179.48'
S 84°27'51" E 248.48'
N 87°28'42" W 130.01'
N 87°46'09" E 117.59'
N 87°46'09" W 112.88'
N 87°28'42" W 157.01'
N 87°28'42" W 165.00'
N 87°28'42" W 130.00'
N 70°36'01" W 165.29' (N.R.)
N 52°14'34" W 162.29'
N 12°58'51" E 146.34'
N 00°00'53" W 106.01'
N 03°22'19" E 110.19'
N 03°22'19" E 5.00' PUBLIC ACCESS & DRAINAGE EASEMENT
N 03°22'19" E 5 00' PUBLIC ACCESS & DRAINAGE EASEMENT
N 03°22'19" E 123.34'
N 03°22'19" E 20.00' PUBLIC ACCESS & DRAINAGE EASEMENT
N 03°13'30" E 130.11'
N 03°13'30" E 130.17'
N 03°13'30" E 130.23'
N 03°13'30" E 130.29'
N 03°13'30" E 130.35'
N 03°13'30" E 130.41'
N 03°13'30" E 130.47'
N 03°13'30" E 130.53'
N 03°13'30" E 130.59'
N 03°13'30" E 114.69'
N 03°13'30" E 114.75'
N 03°13'30" E 118.34'
N 03°13'30" E 118.40'
N 03°13'30" E 118.46'
N 03°13'30" E 118.52'
N 03°13'30" E 118.58'
N 03°13'30" E 118.64'
N 03°13'30" E 118.70'
N 03°13'30" E 118.76'
N 03°13'30" E 118.82'
N 03°13'30" E 118.88'
N 03°13'30" E

A RECORD PLAT OF

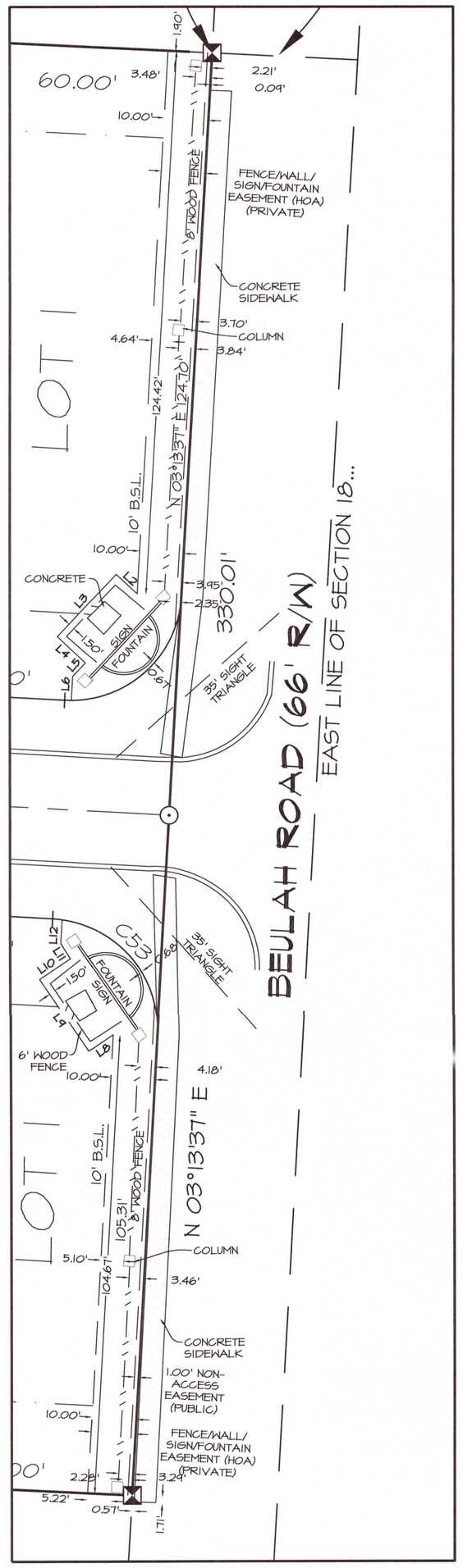
LAKESHORE PRESERVE

OF A 138 LOT SINGLE FAMILY RESIDENTIAL SUBDIVISION LOCATED IN A PORTION OF SECTION 18, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA

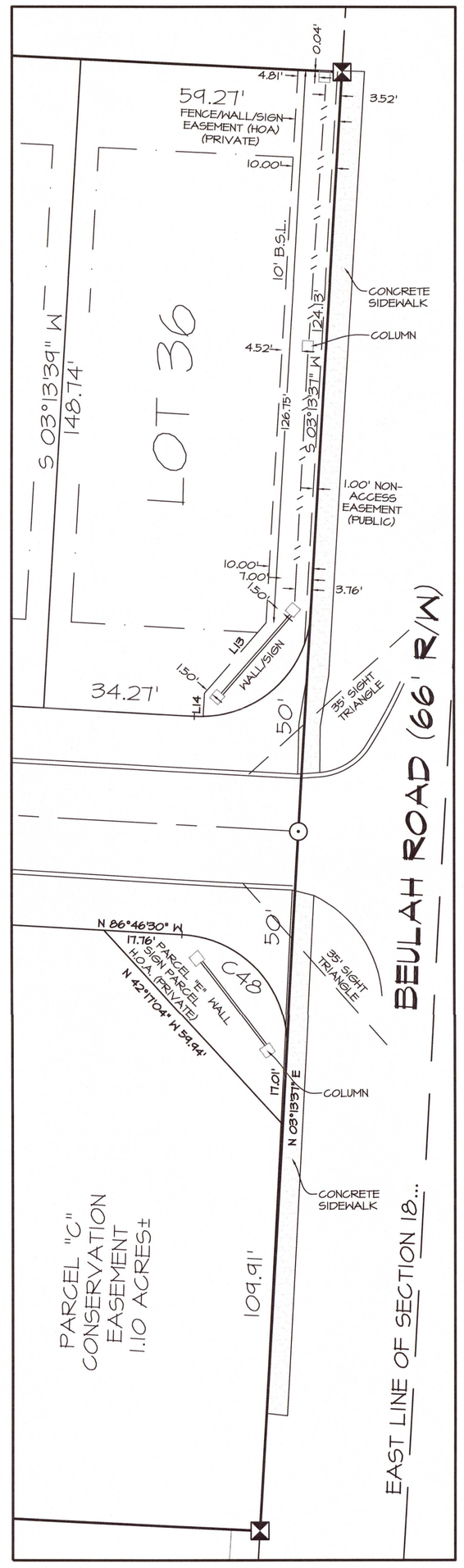
NOVEMBER 2019

NORTHWEST FLORIDA LAND SURVEYING, INC.
A PROFESSIONAL SERVICE ORGANIZATION
7142 BELGIUM CIRCLE
Pensacola, Fl 32526
(850) 432-1052

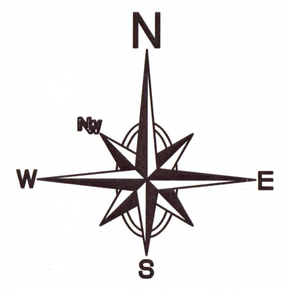
NWFLS PROJECT NO. 18996



DETAIL (A)



DETAIL (B)



GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

DETAILS (A) & (B)

LINE TABLE

LINE	LENGTH	BEARING
L2	6.51'	N46°50'23"W
L3	19.46'	S43°09'37"W
L4	8.81'	S46°50'23"E
L5	4.26'	S43°09'37"W
L6	5.34'	S03°13'04"W
L8	6.58'	S55°48'10"W
L9	19.70'	N34°11'50"W
L10	8.51'	N55°48'10"E
L11	4.08'	N32°10'26"W
L12	5.47'	N03°13'04"E
L13	21.34'	S40°46'20"W
L14	5.32'	S03°13'30"W

APPROVED

NOTICE:
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

DECLARATION OF RESTRICTIVE COVENANTS, OFFICIAL RECORDS BOOK _____, PAGE(S) _____

PLAT BOOK _____, PAGE _____

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17179 **Growth Management Report 13. 1.**
BCC Regular Meeting **Consent**
Meeting Date: 12/05/2019
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:

January 7, 2020

A. 5:45 p.m. - A Public Hearing - Small Scale Map Amendment - SSA-2019-03 -108 Louisiana Avenue

Summary: Applicant is requesting to change the Future Land Use from Commercial to Mixed-Use Urban.

B. 5:46 p.m. - A Public Hearing - Large Scale Map Amendment - LSA-2019-05 - 7045 Pine Forest Road (first of two public hearings)

Summary: Applicant is requesting to change the Future Land Use from Commercial to Mixed-Use Urban.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17189 **County Administrator's Report 13. 1.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 12/05/2019
Issue: Community Redevelopment Agency Meeting Minutes, November 7, 2019
From: CLARA LONG, Acting Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Community Redevelopment Agency Meeting Minutes, November 7, 2019 - Clara Long, Interim Neighborhood & Human Services Department Director

That the Board accept for filing with the Board's Minutes, the November 7, 2019, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

BACKGROUND:

On November 7, 2019, the CRA meeting was convened to consider approval of multiple agenda items.

BUDGETARY IMPACT:

No budgetary impact is anticipated.

LEGAL CONSIDERATIONS/SIGN-OFF:

Legal consideration is not necessary for this Recommendation.

PERSONNEL:

Neighborhood & Human Services Department/Community Redevelopment Agency (NHS/CRA) staff compile the minutes for all CRA Board Meetings. No additional personnel is necessary.

POLICY/REQUIREMENT FOR BOARD ACTION:

It is policy that all Board Minutes be approved by the CRA Board.

IMPLEMENTATION/COORDINATION:

There are no implementation or coordination tasks associated with this recommendation.

Attachments

CRAMinutes_November72019

MINUTES
COMMUNITY REDEVELOPMENT AGENCY
November 7, 2019
9:00 a.m.

BOARD CHAMBERS, FIRST FLOOR,
ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA

Present:	Lumon May, Commissioner, District 3 - Chairman
	Jeff Bergosh, Commissioner, District 1
	Doug Underhill, Commissioner, District 2
	Robert Bender , Commissioner, District 4
	Steven Barry, Commissioner, District 5
Staff Present:	Alison Rogers, County Attorney
	Janice P. Gilley, Assistant County Administrator
	Clara F. Long, Interim Department Director
	Melanie Johnson, Administrative Assistant

Call to Order.

9:04 a.m.

(PLEASE TURN YOUR CELL PHONE TO THE VIBRATE, SILENCE, OR OFF SETTING)

Proof of publication

Escambia County Community Redevelopment Agency (CRA) Meeting was properly advertised in the Pensacola News Journal.

I. Public Forum

II. Technical/Public Service

1 Recommendation Concerning Community Redevelopment Agency Meeting Minutes, October 3, 2019 -Clara Long, Neighborhood & Human Services Department Acting Director

That the Board accept for filing with the Board's Minutes, the October 3, 2019, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

Motion made by Commissioner, District 2 Doug Underhill, Seconded by Commissioner, District 1 Jeff Bergosh

Vote: 5 - 0

III. Budget/Finance

1 Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements – Clara Long, Neighborhood & Human Services Interim Department Director

That the Board take the following action concerning the Residential Rehab Grant Program Funding and Lien Agreements:

A. Approve the following nine Residential Rehab Grant Program Funding and Lien Agreements:

1. The Agreements between Escambia County CRA and Catherine V. Barron, owner of residential property located at 6224 Vicksburg Drive, Oakfield Redevelopment District, each in the amount of $4,772 representing an in-kind match through the Oakfield Tax Increment Financing (TIF), Fund 151, Cost Center 370121, replacement roof;

2. The Agreements between Escambia County CRA and Joseph R. and Valerie M. Civelli, owners of residential property located at 207 East Camden Road, Ensley Redevelopment District, each in the amount of $5,724 representing an in-kind match through the Ensley Tax Increment Financing (TIF), Fund 151, Cost Center 370119, replacement windows;

3. The Agreements between Escambia County CRA and Cathy L. Cooksey and Sandra A. Jones, owners of residential property located at 225 Payne 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, replacement roof;

4. The Agreements between Escambia County CRA and Margaret A. Cushing, owner of residential property located at 108 South Second Street, Warrington Redevelopment District, each in the amount of $3,746 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement windows;

5. The Agreements between Escambia County CRA and Lucas N. Furman, owner of residential property located at 1152 Mills Avenue, Warrington Redevelopment District, each in the amount of $2,375 representing an in-kind match through the Warrington

Tax Increment Financing (TIF), Fund 151, Cost Center 370114, sanitary sewer connection;

6. The Agreements between Escambia County CRA and Mary K. Hall and Dustin M. Reeves as Trustee of the Reeves Revocable Family Trust dated June 6, 2019, owners of residential property located at 2117 Eliasberg Ave E (2119), Warrington Redevelopment District, each in the amount of $2,845 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement roof;

7. The Agreements between Escambia County CRA and Terry G. and Donna D. Johnson, owners of residential property located at 7003 Dale Street, Oakfield Redevelopment District, each in the amount of $2,650 representing an in-kind match through the Oakfield Tax Increment Financing (TIF), Fund 151, Cost Center 370121, replacement roof;

8. The Agreements between Escambia County CRA and Jessica D. Knodel, owner of residential property located at 6 Elegans Avenue, Barrancas Redevelopment District, each in the amount of $2,675 representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, replacement roof;

9. The Agreements between Escambia County CRA and Ernestine Tommasone, owner of residential property located at 1707 North X Street, Brownsville Redevelopment District, each in the amount of $3,619 representing an in-kind match through the Brownsville Tax Increment Financing (TIF), Fund 151, Cost Center 370113, replacement roof; and

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

Motion made by Commissioner, District 5 Steven Barry, Seconded by Commissioner, District 4 Robert Bender

Vote: 5 - 0

2 Recommendation Concerning the Cancellation of Residential Rehab Grant Program Liens - Clara Long, Neighborhood & Human Services Interim Department Director

That the Board take the following action concerning the cancellation of the Residential Rehab Grant Program Liens:

A. Approve the following cancellations of four 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
Bama Boyz Properties 17, LLC	1200 Old Corry Field Road	$6,000
Brian M. Curley, Trustee for Brian M. Curley Trust	13 Ruberia Avenue	$2,025
Maureen McBride	321 Chattman Street	$4,143

Patrick D. Penney	126 Rue Max Avenue	$4,665

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

Motion made by Commissioner, District 5 Steven Barry, Seconded by Commissioner, District 1 Jeff Bergosh

Vote: 5 - 0

IV. Discussion/Information Items

Adjournment.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17190 **County Administrator's Report 13. 2.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 12/05/2019
Issue: Rescind Residential Rehab Grant Program Funding and Lien Agreements for 6165 Luther Street
From: CLARA LONG, Acting Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Rescinding Residential Rehab Grant Program Funding and Lien Agreements for Property Located at 6165 Luther Street - Clara Long, Interim Neighborhood & Human Services Department Director

That the Board ratify the following December 5, 2019, action of the Board of County Commissioners of Escambia County Community Redevelopment Agency (CRA), acting in its capacity as the Escambia County Redevelopment Agency (CRA), rescinding, due to the owners' request to terminate the Funding and Lien Agreements, the following Board's action of September 5, 2019, concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 6165 Luther Street:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Daka Choice Properties, LLC, owner of residential property located at 6165 Luther St, Oakfield Redevelopment District, each in the amount of $3,350, representing an in-kind match through the Oakfield Tax Increment Financing (TIF), Fund 151, Cost Center 370121, Object Code 58301, for a total electrical rewiring upgrade; and

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

BACKGROUND:

Rescind the Board's action of September 5, 2019, to approve the Residential Rehab Grant Program Funding Agreement due to the owners' request to terminate the Funding and Lien Agreements.

On December 5, 2019, at 9:00 a.m., a CRA meeting was convened to consider approval of the various agenda items.

BUDGETARY IMPACT:

There is no budgetary impact due to the rescinding of the Funding and Lien Agreements.

LEGAL CONSIDERATIONS/SIGN-OFF:

There is no legal sign-off needed.

PERSONNEL:

Neighborhood & Human Services/Community Redevelopment Agency (NHS/CRA) staff will handle the Grant program.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required for disbursement of funds and/or cancellation of a previous award to all private individuals or outside agencies.

IMPLEMENTATION/COORDINATION:

NHS/CRA staff, in coordination with property owners, handles all implementation tasks.

Attachments

Agreement-DakaChoicePropertiesLLC-December2019

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **5th** day of **September, 2019,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Daka Choice Properties, LLC** (the "Recipient"), owner of residential property located at **6165 Luther Street,** Pensacola, Florida, **32503**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **$3,350**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.

3. In-Kind Match: The Recipient shall provide matching funds in the total amount of **$3,350** which shall be comprised of a cash contribution of **$3,350**.

4. Project: The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.

5. Term: The work to be performed for the Project shall commence after the **5th** day of **September 2019**, and the Project shall be complete on or before the **5th** day of **December 2019**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts

documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Sherry Duffey
Development Program Manager
Neighborhood and Human Services Dept.
Community Redevelopment Agency
221 Palafox Place
Pensacola, Florida 32502

Recipient:
Daka Choice Properties, LLC
C/O Dariusz H. Kundera
6165 Luther Street
Pensacola, FL 32503

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By: _____

Lumon J. May, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient:

Dariusz Kundera

Dariusz H. Kundera, Title Manager, Daka Choice Properties, LLC

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 25th day of July, 2019 by Dariusz H. Kundera, Title Manager, Daka Choice Properties, LLC, Property Owner. He (__) is personally known to me or (✓) has produced DL FL exp. 10-30-19 as identification.

Sherry A Duffey
Signature of Notary Public

(Notary Seal)

Sherry Duffey
Printed Name of Notary Public

SHERRY A DUFFEY
MY COMMISSION # FF942753
EXPIRES December 10, 2019
(407) 398-0153 FloridaNotaryService.com

Approved as to form and legal sufficiency.

By/Title: _____
Date: 7/18/19

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Daka Choice Properties, LLC**
Property Address: **6165 Luther Street, Pensacola, Florida, 32503**

The "Project" includes the following improvement to the above referenced property:

Total Electrical Rewiring Upgrade

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Daka Choice Properties, LLC	**6165 Luther Street Pensacola, FL 32503**	**35-1S-30-7001-000-003**

Total Amount of Lien **$3,350**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

Dariusz H. Kundera, Title Manager, Daka Choice Properties, LLC

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 25th day of July, 2019 by Dariusz H. Kundera, Title Manager, Daka Choice Properties, LLC, Property Owner. He (__) is personally known to me or (✓) has produced DL FL exp. 10-30-19 as identification.

Signature of Notary Public

Printed Name of Notary Public

(Notary Seal)

SHERRY A DUFFEY
MY COMMISSION # FF942753
EXPIRES December 10, 2019
(407) 398-0153 FloridaNotaryService.com

For: **Board of County Commissioners of Escambia County**

By: _____
Lumon J. May, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal sufficiency.
By/Title:
Date: 7/15/19

This instrument prepared by:
Sherry Duffey, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Before (taken 7/16/2019)

Total Electrical Rewiring Upgrade

6165 Luther Street – Daka Choice Properties, LLC

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17149 **County Administrator's Report 13. 3.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 12/05/2019
Issue: Appointment to CareerSource Escarosa Board of Directors
From: CLARA LONG, Acting Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Appointment to the CareerSource Escarosa Board of Directors - Clara Long, Interim Neighborhood & Human Services Department Director

That the Board approve the appointment of Lloyd Reshard to the CareerSource Escarosa Board of Directors, as a private sector business representative, to serve as a replacement for Ms. Sharon Pitts, who resigned from the Board on August 15, 2019. Ms. Pitt's term was scheduled to expire on July 9, 2020; however, CareerSource Escarosa is requesting that Mr. Reshard serve a 3-year term effective immediately, to extend through December 5, 2022. Mr. Reshard was recommended for service on the CareerSource Escarosa Board of Directors by FloridaWest Economic Development Alliance.

BACKGROUND:

The Board of Directors of CareerSource Escarosa serves as the local governing board for workforce development and job training activities as approved by CareerSource Florida and the Florida Department of Economic Opportunity (DEO). State and Federal legislations that govern the Board's activities require that Board membership represent specific community sectors from within the CareerSource Escarosa geographical area. Under the Workforce Innovation and Opportunity Act (WIOA), Public Law 113-128 allows for a 19 member Board of Directors, with 10 of the 19 CareerSource Escarosa Board members must be from the private sector. The appointment of Mr. Reshard will comply with WIOA requirements as well as the CareerSource Escarosa bylaws.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Appointments and reappointments to the CareerSource Escarosa Board of Directors are made in accordance with State and Federal legislation and the CareerSource Escarosa bylaws.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

All Escambia County appointments and reappointments to this Board of Directors must have approval from the Escambia County Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

Upon approval by the Board of County Commissioners, the appointment of Mr. Lloyd Rehard shall become effective for the term described above. CareerSource Escarosa has coordinated with the Department of Neighborhood & Human Services in submission of this request.

Attachments

CareerSource Board Appointment_Reshard_Dec2019

October 22, 2019

Clara Long, Director
Neighborhood & Human Services Department
Escambia County Board of County Commissioners
221 Palafox Street
Pensacola, FL 32502

Careersource Escarosa is committed to supporting the workforce needs of Escambia and Santa Rosa counties, with a highly-engaged Board of Directors.

Per the recommendation of the FloridaWest EDA Board of Directors, I would like to recommend Lloyd Rashard to serve on the CareerSource Board of Directors. Lloyd's extensive background in strategic workforce initiatives and talent acquisition would provide a great value and partnership to CareerSource EscaRosa Board.

Thank you for the consideration.

Scott Luth
CEO
FloridaWest Economic Development Alliance

WORKFORCE ESCAROSA, INC. dba CAREERSOURCE ESCAROSA
BOARD MEMBERSHIP PROFILE - PRIVATE SECTOR

TYPE OF BUSINESS (Check all that apply): X **Small Business (less than 500 employees)**

____ **Minority Owned**

Name: Lloyd Reshard
Title: CEO
Business Name: Cognitive Big Data Systems
Address: 321 N DeVilliers St Ste #306
Pensacola, FL 32501
Phone No.: 850-366-8856
FAX No.:
E-Mail Address: lloyd.reshard@cognitivebds.com
Cell Phone No.: 850-366-8856

Home Address: 3427 W Gonzalez St
Pensacola, FL 32505

MEMBERSHIP DEMOGRAPHICS (for reporting purposes)

GENDER:	RACE:		VETERAN:	AGE:	DISABLED:
X Male	X Black	White	X Yes	< 55	Yes
	Asian	Ameri. Indian			
Female	Hispanic	Other	No	55 OR >	X No

Community Organization Memberships

Pensacola Network

Board Memberships

Pensacola Chamber
Kukua Institue
FAMU-FSU Mechanical Engineering Advisory Committee
Achieve Escambia

Briefly state why you would like to become involved in the Workforce Escarosa, Inc. Board.

I would like to support initiatives that prepare our workforce for the Innovation Economy. We need to prepare some of our workforce for career fields that help our local companies innovate. AI is the #1 tool for innovation and we need to make sure our workforce know how to use AI tools. I understand the type of workforce skills that is needed to support high growth companies.

Does <u>your</u> company currently provide any service or products to Workforce Escarosa, Inc.?
Yes_____ No X

Lloyd Reshard's Bio

Lloyd Reshard serves as the CEO for Cognitive Big Data Systems Inc. an award-winning AI computer vision technology startup. In April of 2012, Mr. Reshard retired after 26 years with the Air Force Research Laboratory, where he spent his last six years as the Chief of the Munitions Aerodynamics Sciences Branch. There, Mr. Reshard managed one of the largest branches with 34 employees, and executed $250M in programs in six years, averaging over $40M annually. He initiated and collaborated in over $10M in research to investigate alternative ways to process data in real-time and found that AI using artificial neural networks was the number one way, followed by reconfigurable computing. His passion and drive lead to the founding of one of NSF most successful centers, the Center for High-Performance Reconfigurable Computing.

He currently serves on the Achieve Escambia Leadership Council, the Mechanical Engineering Advisory Committee at FAMU-FSU College of Engineering and both the Kukua Institute and the Greater Pensacola Chamber of Commerce Board of Directors. He is a national award-winning engineer, his recognitions include Black Engineer of the Year Award for Career Achievement Government (2009), the DoD Civilian Meritorious Service Award for the Global War on Terrorism (2009), the General Lester L. Lyles Award for employee mentoring (2010), the National Science Foundation's Center for High-Performance Reconfigurable Computing Vision Award (2008) and the Air Force Material Command NAACP Award (2007) for promoting diversity in the workplace.

LLOYD RESHARD - Resume September 2012
Retired Chief, Munitions Aerodynamics Sciences Branch
Air Force Research Lab, Eglin Air Force Base, FL E-Mail Address: reshard@firstfridaynetworking.com

SUMMARY OF SKILLS

Served as Branch Chief. Directed diverse technology areas which included micro-munitions, subsystem integration and battlefield airmen tacticle targeting. Maintained full oversight authority for system and subsystem integration technologies including guidance, warhead, fuzing, command, control & communication systems, propulsion, and airframes for integrated demonstrations of munitions concepts.

Served as Weapon Platform Integration Team Lead and for 16 years was accountable for the technical management and direction of numerous advanced engineering development and weapon-platform integration technology demonstrations. Applied knowledge of advanced scientific and engineering concepts, theories, and techniques to meet and exceed existing or anticipated Air Force requirements. Conceived, planned, and directed the development of advanced weapon designs and weapon platform integration concepts necessary for furthering the state-of-art in conventional weapons.

Contributed as Deputy Integrated Product Team Leader for two of the organization's flagship cross directorate teams, and as Directorate's focal point for both Unmanned Combat Air Vehicle (UCAV) technology programs.

Served as President of the Diversity Council; serves on AFRL Recruiting and Retention Integrated Product Team (IPT); the Revolutionary Technology Committee; and on the Historically Black Colleges and University/Minority Institutions (HBCU/MIs) program. Represents the Directorate on Eglin's Black Employment Program Committee.

Led AFRL award winning write-ups for 2008-2012. Led RW in cultivating Junior Force personnel (1 of 11 Branch Chiefs w/14 CGOs and 11 DR-I/II).

EXPERIENCE

2006–2012, *Chief, Munitions Aerodynamics Sciences Branch, Air Force Research Laboratory Munitions Directorate, Eglin AFB, FL.*

- Managed one of the largest branches with 34 government employees. Executed $250M in programs, averaging $40M+ annually.
- Established a partnership with the National Science Foundation's (NSF) Industry/University Cooperative Research Center (I/UCRC) program, enabling RW to leverage an annual investment of less than $150K/year in two I/UCRC centers for access to over $4M in research in the areas of nano-materials and high performance computing.
- Co-founded the NSF Center for High-Performance Reconfigurable Computing (CHREC).
- Established the $2.5M Historically Black Colleges & University Minority Institutions (HBCU/MI) Technology Program, enabling the hiring of over a dozen minority students as summer interns and two career employees.
- Elected first president of RW's Diversity Council.

2006–2000, *Weapon Platform Integration Team Lead, Air Force Research Laboratory Munitions Directorate, Eglin AFB, FL.*

- Defined, led, and directed overall innovative and complex R&D Programs within the technical areas of weapon/platform integration, reconfigurable computing (RC), Bomb Damage Assessment/Information (BDA/BDI), and creative/self-training artificial neural networks.
- Served on the Air Combat Command (ACC) Bomb Rack working group. Identified key research issues, and enabled Group Leader to articulate future bomb rack requirements to ACC leadership.
- Participated on the DOE Panel to evaluate and steer LANL's RC research. Commended by the Program Manager for providing stellar technical guidance to keep his program on track.

- Formulated a Model Based Engineering approach to increase the interoperability of aircraft and weapons. Laid out path to create this capability for the Air Force. Focused Directorate Platform Integration programs toward interoperability.
- Member on NASA LARC's Formal Requirement Review Team for the $15M Reconfigurable Scalable Computer project. Clarified the requirements relating to formal modeling and system integration.
- Prepared and presented financial and programmatic briefings, reviewed team's research topics, programmatic briefings, procurement documents, and conference briefing papers.
- Defined strategy and plan to allocate $18M of funded efforts; and collaborated to receive an additional $3 M.

2000–1997, *Deputy Small Smart Bomb (SSB) Integrating Concept, Air Force Research Laboratory Munitions Directorate, Eglin AFB, FL.*

- Planned and formulated the SSB IC Vision, programs, roadmaps, budgets to meet ACC requirements.
- Led the technology development and demonstration of simultaneous weapon communication, power, and GPS to 8 munitions which enabled the Miniature Munitions carriage capability and MN's first SBIR Phase II Enhancement of $550K.
- Transitioned the carriage and SSB technology to the Small Diameter Bomb Acquisition Program; and the Smart Rack (BRU-57) dual smart weapon carriage technology to the JSOW Weapon System Program Office.
- Participated as a founding member of the Revolutionary Technology Committee; initiated the Directorates first Revolutionary Contract, which resulted in a Warhead Design Creativity Machine and the underlying resulting technology transition to several military and commercial products.
- Planned and coordinated the Directorates Local Technical Representative Interchanges which resulted in a better understanding of our technical needs.
- Advised management in areas relating to Black Employment and disparate treatment, and identified trends that could have potentially resulted in discrimination complaints.

1997—1989, *Electronics Engineer/Program Manager, Wright Laboratory Armament Directorate, Eglin AFB, FL.*

- Led several weapon system research and development technology efforts to increase war fighter capabilities.
- Developed, implemented and demonstrated an in-house hardware-in-the-loop capability of testing weapon subsystems, validating six degree-of-freedom fly-out models, and predicting flight test results.
- Developed an automated Statement of Work (SOW) generator for R&D procurement actions.

1989–1984, *Engineering Consultant & Entreprenuer, The Affinity Group, Miami, FL.*

- Developed and marketed innovative processes and ideas with small business engineering industry firms.

1984–1981, *Product/Process Engineer, Bendix Corp (DOE Weapons Complex Contractor), Kansas City, MO.*

- Electronics Engineer with Product and Process responsibility for the manufacture of transformers and coils with additional responsibility for product and process review for department, process improvement and scrap reduction. This included being responsible for drawings and work directions plus major assembly drawings familiarization.
- Maintained product quality and improved product yield by using the computer to analyze in-process Automated Test Equipment data and defect codes to show trends. Trends in the wrong directions were easily detected and immediately corrected.
- Used state-of-the-art CAD/CAM technology; received commendation for being able to develop and produce parts on short notice for critical engineering programs.
- Developed excellent human relations skills as a result of having to interface with vendors, buyers, quality control engineers, inspectors, assemblers, customers, manufacturing

management, engineering management, design engineers, schedulers, program planners and production planners.

1993-1979, *Army Reserve Communications Officer, 2LT – Capt. 3003rd Civil Preparedness Det, 917th Spt Grp, 418th Civ. Affairs, FORSCOM, Thomasville/Atlanta, GA/Granview, MO.*

1980-1976, *Student Engineer Trainee, GS - 3/5, AFATL/DLMA, Eglin AFB, FL.*

EDUCATION

Bachelor of Science, 1980, Electrical Engineering, University of Florida, Gainesville, FL

SPECIAZED TRAINING

- Civilian Personnel Management for USAF Supervisors Course 2005
- USAF Military Personnel Management Course 2005
- Officer Basic Course, Army Signal Corp 1981

LICENSES/CERTIFICATES

- Certified Acquisition Professional Level III in SPRDE
- Engineer In Training, Missouri

AWARDS

- AFRL E&TM Award, General Lester L. Lyles Award 2010
- Black Engineer of the Year Award, Career Achievement Government 2009
- DoD Civilian Meritorious Service Award 2009
- AFRL E&TM Award, General Lester L. Lyles Award 2009
- NSF Center for High Performance Reconfigurable Computing, Vision Award 2008
- AFMC NAACP Award 2007
- AFMC EEO Award, 2007

PROFESSIONAL ASSOCIATIONS

- Member Virginia Tech College of Engineering Advisory Board, Member FAMU-FSU COE Mechanical Engineering Advisory Committee, Past Chair of both the NSF 30+ Member Industry Advisory Board for CHREC and 51 Member NSF Industry Advisory Board for CAPCE. Current member of Blacks in Government, Kappa Alpha Psi, Inc and the NAACP. Former Member of IEEE and AFCEA,

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17158 **County Administrator's Report 13. 4.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 12/05/2019
Issue: Disposition of Property
From: Cathy Yates, Executive Assistant
Organization: Tax Collector of Escambia County
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Property for the Escambia County Tax Collector's Office - Scott Lunsford, CPM, CFC, Escambia County Tax Collector

That the Board approve the four Request for Disposition of Property Forms for the Escambia County Tax Collector's Office, for property that is described and listed on the Disposition Form. The listed items have been found to be of no further usefulness to the County/Tax Collector; thus, it is requested that they be auctioned as surplus or disposed of properly.

BACKGROUND:

Escambia County policy establishes the procedures for disposing of surplus or obsolete equipment. The property listed on the attached Request for Disposition of Property has been checked and declared to be of no further use to the County/Tax Collector. The items are no longer in service and, for this reason, approval of disposition is being requested.

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, s, Section II, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

Once approved, the Tax Collector will coordinate the disposal of the items listed.

Attachments

TCDisp12-5-19

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Tax Collector COST CENTER NO: _____

Richard W. Stone DATE: _____

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Richard W. Stone COS Phone No: 850-438-6500 Ext. 3223

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	55343	Module Work station	NA	NA	2005	Good
Y	45518	Module Work Station	NA	NA	1996	Good

Disposal Comments: _____

INFORMATION TECHNOLOGY (IT Technician): _____

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

Date: 10/07/19

FROM: Escambia County Department Director (Signature): Richard W. Stone

Director (Print Name): Richard W. Stone, Chief of Staff

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

Approved by the County Commission and Recorded in the Minutes of: _____

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____ _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

_____ _____

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Tax Collector COST CENTER NO: _____

Richard W. Stone DATE: 9/4/2019

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Richard W. Stone Chief of Staff 9/4/19 Phone No: 850-438-6500 ext. 3223

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	55333	Tape Rack	8J54Y71	LTO-3	2005	Fair
Y	55334	Front side bus for server	DBQFJ81	2850	2005	Fair
Y	56578	Dell processor server	HVCZ9D1	E5335	2007	Fair
Y	59171	Uninterruptible power supply	1S1053002911	N/A	2011	Poor

Disposal Comments: _____

INFORMATION TECHNOLOGY (IT Technician): _____
Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

Date: 9/4/2019

FROM: Escambia County Department Director (Signature): Richard W. Stone COFS

Director (Print Name): Richard W. Stone, Chief of Staff 9/4/19

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

Approved by the County Commission and Recorded in the Minutes of: _____

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____ _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

_____ _____

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Tax Collector COST CENTER NO: _____

Richard W. Stone DATE: 8/12/2019

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Richard W. Stone Chief of Staff 8/13/19 Phone No: 850-438-6500

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	55352	Manatron software	N/A	N/A	2005	Poor
Y	57994	Camera system	080111	Digimarc	2008	Good
Y	57995	Camera system	080106	Digimarc	2008	Good

Disposal Comments: _____

INFORMATION TECHNOLOGY (IT Technician): _____

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

Date: 8/12/2019

FROM: Escambia County Department Director (Signature): Richard W. Stone 8/13/19

Director (Print Name): Richard W. Stone, Chief of Staff

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

Approved by the County Commission and Recorded in the Minutes of: _____

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____ _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

_____ _____

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Tax Collector COST CENTER NO: _____

Richard W. Stone DATE: 8/5/2019

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): R. W. Stone Chief of Staff Phone No: 850-438-6500

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	45540	Chair Swivel Exec	N/A	N/A	1996	Fair

Disposal Comments: _____

INFORMATION TECHNOLOGY (IT Technician): _____

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

Date: 8/5/2019

FROM: Escambia County Department Director (Signature): R. W. Stone 8/6/19

Director (Print Name): Richard W. Stone, Chief of Staff

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-17208 **County Administrator's Report 13. 5.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 12/05/2019
Issue: DISPOSAL OF PROPERTY
From: Wes Moreno, Director, Public Works
Organization: Public Works
CAO Approval:

RECOMMENDATION:
Recommendation Concerning the Request for Disposition of Property for the Roads and Bridges Department - Wes Moreno, Director

That the Board approve the Request for Disposition of Property Form for the Roads and Bridges Department, listing two items.

BACKGROUND:
The Request Form has been signed by all applicable authorities.

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 BOCC Policy Section II, B-1, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:
N/A

Attachments

DISPOSAL OF PROPERTY

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: ROAD DEPARTMENT COST CENTER NO: 210405

Maribelle VanBrussel DATE: 11/20/2019

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Phone No: 850-937-2123

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	51440	CONTAINER	N/A	N/A		POOR
N	51443	CONTAINER	N/A	N/A		POOR
N						
N						
N						
N						

Disposal Comments: To be scrapped...Rusted and no further use to the county

INFORMATION TECHNOLOGY (IT Technician):

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature:

Date: 11/20/2019

FROM: Escambia County Department Director (Signature):

Director (Print Name): James Higdon

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-17136 **County Administrator's Report 13. 6.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 12/05/2019
Issue: Removal of Lost Equipment from Inventory
From: Kayla McCleery, Administrative Services Manager
Organization: Court Administration
CAO Approval:

RECOMMENDATION:
Recommendation Concerning the Request for Disposition of Property for Court Administration - Craig Van Brussel, Court Technology Office

That the Board approve the Disposition of Property Form for Court Administration, for property that was not located during the annual inventory. This equipment was not operational and would not be of use to the department. If this equipment is found at a later date, Court Administration will process the reinstatement paperwork.

BACKGROUND:
N/A

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
Approved by Craig Van Brussel, Court Technology Officer for the Office of the Court Administrator.

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
In compliance with FS 274.07 and BCC Policy B-1, 2, Section II, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

Items had no residual value other than scrap. If lost items are located, Escambia County Facilities Maintenance will be notified to pick up items for disposal/destruction.

Attachments

Req For Dispo

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Court Administration COST CENTER NO: 410503

Craig Van Brussel DATE: 11-4-2019

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Phone No: (850)595-4406

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	55598	X-Ray Machine	LS215477	L3	2006	Unfound

Disposal Comments: The X-ray machine listed above was not located during our 2019 inventory search therefore we need to have this item removed from our inventory. If this item is located at some point in the future, we will submit the paperwork to reinstate it.

INFORMATION TECHNOLOGY (IT Technician): _____
Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

_____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

Date: 11-4-2019

FROM: Escambia County Department Director (Signature):

Director (Print Name): Craig Van Brussel

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-17155 **County Administrator's Report 13. 7.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 12/05/2019
Issue: Noise Waiver for Pensacola Beach Chamber of Commerce New Year's Eve Fireworks Display
From: Tim Tolbert, Building Official/Department Director
Organization: Building Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Limited Waiver of the Escambia County Noise Abatement Ordinance for the Pensacola Beach Chamber of Commerce New Year's Eve Fireworks Display - Tim Tolbert, Building Official/Department Director

That the Board review and approve the "Special Event Permit Application" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance, allowing the number of decibels to exceed 70 dbA (sound level measured by a sound level meter at or within the property boundary of the receiving land use) for the Fireworks Event launched from a Barge on the Soundside of Quietwater Beach for the Pensacola Beach Chamber of Commerce New Year's Eve Celebration on January 1, 2020, from 12:00 a.m. until 12:05 a.m.

BACKGROUND:

Escambia County Noise Abatement Ordinance Number 2001-8 (Escambia County Code of Ordinances, Chapter 42, Article III, Noise), was adopted by the Board of County Commissioners (BCC) on March 1, 2001, for the purpose of protecting, preserving, and promoting the health, safety, welfare, peace and quiet of the citizens of Escambia County through the reduction, control, and prevention of loud and raucous noise, or any noise which unreasonabley disturbs, injures, or endangers the comfort, repose, health, peace, or safety of reasonable persons of ordinary sensitivity. Subsequently, on August 3, 2001, the BCC adopted Escambia County Ordinance 2001-36 to amend Escambia Sounty Ordinance 2001-8 in order to provide a means of exemption to the Noise Abatement Ordinance to allow a fair and just application of the Ordinance and grant limited waivers of the restrictions imposed by the Noise Abatement Ordinance to allow special outdoor events to take place in the community while still protecting the

health, safety, and welfaer of the citizens of Escambia County, and promoting an environment free from sound and noise disruptive of peace and good order. On July 23, 2013, the BCC adopted Escambia County Ordinance Number 2103-31, stating that the County has the authority to regulate within its jurisdiction unreasonabley loud noise based on decibel readings beyond certain limits and providing for two different noise regulation standards with Escambia County is consistent with the Equal Protection Clause, so long as the division created is rationally related to a legitimate governmental objective. Again, on January 16, 2014, the BCC adopted Escambia County Ordinance Number 2014-5, defining the core area of Santa Rosa Island and providing two different noise regulation standards for the areas of Santa Rosa Island that are primarily commercial businesses and the areas that are almost exclusively residential to better ensure the health, safety, welfare, tranquility, and peace of the public.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County Code of Ordinances, CHapter 42, Article III. Noise. Section 42-66. Exemptions. (g), provides that the County Administrator shall provide the permit application as well as any other available information, to the Board of County Commissioners for consideration at a meeting of the Board of County Commissioners. The Board of County Commissioners may impose any other conditions on the permit, as it deems necessary to reduce the disturbance to surrounding or neighboring properties.

IMPLEMENTATION/COORDINATION:

The Building Inspections Division will issue a Special Event permit for this exemption. Upon Board approval, the Escambia County Sheriff's Office and the Fire Prevention Division of Fire Rescue will be notified of the issuance of this waiver.

Attachments

Application

Site Map

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Bureau
3300 N. Pace Blvd., Suite 300, Pensacola, FL 32505
P.O. Box 17248
Pensacola, FL 32522-7248
(850) 595-3550 - Phone
(850) 595-3512 - FAX
www.myescambia.com

SPECIAL EVENT PERMIT
Waiver to Noise Ordinance

Permit Number:	
Building Permit Number:	
Approved By:	**Date:**

Applicant: Pyro Shows, Inc.		**Phone Number:** 800-662-1331
Owner's Name: Lansden E Hill, Jr.		**Phone Number:** 423-494-4202
Owner's Address: P.O. Box 1776		
City: LaFollette	**State:** TN	**Zip Code:** 37766
Job Address: 400 Quietwater Beach Road, Pensacola Beach, FL		**Lot or Apt. Number:**

Limited Waiver Section Only

Pursuant to Ordinance 2001-8, as amended by Ordinance 2001-36, a limited waiver of the noise restrictions may be granted to organizations for special outdoor events to take place in the community.

Date of Activity:	***Description of Activity:***
January 1, 2020	Fireworks display @ 400 Quietwater Beach Road, Pensacola Beach, FL Pensacola Beach Chamber of Commerce - New Year's Eve.
Beginning Time: Midnight	***Ending Time:*** 12:05AM

Remarks or Comments:

Driving Directions:

Escrow Account Number:	***Date:*** 11-6-2019
Applicant Signature:	

Customer: Pensacola Beach Chamber of Commerce
Show Date: Tuesday, December 31, 2019
Show Address: 400 Quietwater Beach Road, Gulf Breeze, FL 32561
Show Site Lat / Long: N/A
Show Time: 12:00 AM
Rain Date: TBD

Show Name: New Year's Eve
Maximum Shell Size: 2.5"
Safety Fallout Radius: 175'
Storage Required: No
Diagram Created: 10/25/19
Diagram Created By: JDS

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17176 **County Administrator's Report 13. 8.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 12/05/2019
Issue: Interlocal Agreement Between the University of West Florida and Escambia County, Florida Relating to Shared Use of Communications Infastructure
From: JOHN DOSH, Interim Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Interlocal Agreement Between the University of West Florida and Escambia County, Florida, Relating to Shared Use of Communications Infrastructure - John Dosh, Interim Public Safety Department Director

That the Board take the following action regarding the Interlocal Agreement between the University of West Florida and Escambia County, Florida, for the provision of allowing the University of West Florida's Public Safety Radio System to reside on Escambia County's Public Safety P25 Digital Radio System Master Core:

A. Approve the Interlocal Agreement to enable the University of West Florida Public Safety Radio System to reside on Escambia County's Master Core (Core), commencing the effective date upon filing with the Clerk of the Circuit Court of Escambia County, Florida, and expiring on September 30, 2020, and be automatically renewed for successive twelve-month terms beginning on October 1st of each fiscal year until terminated by either party; and

B. Authorize the Chairman to execute the Interlocal Agreement.

BACKGROUND:

Escambia County's P25 Digital UHF Radio System includes an integrated computer core which can support multiple system users. This Agreement establishes the provision that will allow the University of West Florida's Public Safety Radio System to reside on Escambia's Core in exchange for annual maintenance support of $30,000. The benefits of approving this Agreement are:

- Radio interoperability for Escambia County First Responders and University of West Florida Police during campus events. Both parties radio frequencies can be patched through console operations located at Escambia County Emergency Communications Center and Escambia County Sheriffs Office which will allow for direct communications between responders.
- Provide $30,0000 in annual savings to Escambia County.

BUDGETARY IMPACT:

As a result of the Interlocal Agreement, E-911 will have an annual increase of revenue in the amount of $30,000.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Senior Assistant County Attorney, has reviewed the Agreement and approved it as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board of County Commissioners' Policies require Board approval for Interlocal Agreements.

IMPLEMENTATION/COORDINATION:

Upon BCC approval and proper execution, Tamika L. Williams, Public Safety Business Operations Division Manager, will ensure the appropriate originals are returned for file. Andrew Hamilton, Public Safety Communications Manager, will oversee implementation of the Agreement and work in close cooperation with the University of West Florida Communications representative.

Attachments

Interlocal Agreement

INTERLOCAL AGREEMENT BETWEEN THE UNIVERSITY OF WEST FLORIDA AND ESCAMBIA COUNTY, FLORIDA RELATING TO SHARED USE OF COMMUNICATIONS INFRASTRUCTURE

This Interlocal Agreement (hereinafter "Agreement") is made and entered into by and between Escambia County, a political subdivision of the State of Florida (hereinafter "Escambia"), with an administrative address of 221 Palafox Place, Suite 420, Pensacola, Florida 32502, and the University of West Florida, for and on behalf of the University of West Florida Board of Trustees, a public body corporate (hereinafter "University"), with administrative offices located at 11000 University Parkway, Pensacola, Florida 32514 (collectively referred to hereinafter as the "parties").

WITNESSETH:

WHEREAS, pursuant to §163.01, Florida Statutes, the parties, as public agencies within the State of Florida, are authorized to enter into interlocal agreements and cooperatively utilize their powers and resources in the most efficient manner possible; and

WHEREAS, the parties desire to enter into this Interlocal Agreement setting forth the terms whereby the University may cooperatively utilize certain communications infrastructure owned by Escambia County for the purpose of supporting an interoperable P-25 public safety radio communications system.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein and the mutual benefits and for other good and valuable consideration, the parties to this Agreement hereby agree as follows:

Section 1. Recitals. The recitals contained in the Preamble of this Agreement are declared to be true and correct and are incorporated into this Agreement.

Section 2. Purpose of the Agreement. Pursuant to §163.01, Florida Statutes, this Agreement establishes the conditions, extent, and mechanism whereby the University may cooperatively utilize certain communications infrastructure owned by Escambia County for the purpose of supporting an interoperable P-25 public safety radio communications system.

Section 3. Definitions.

P-25 Public Safety Radio Communications System: The digital radio system that provides for communications to all Escambia County Public Safety entities, to include Emergency Communications Center, Escambia County Fire Rescue (ECFR), Escambia County Emergency Medical Services (EMS), and Escambia County Sheriff's Office (ECSO). The P-25 system hardware includes; computer servers, base station radios, mobile and portable radios, site routers, microwave towers, microwave radios and dishes, and transmit/receive antennas.

P-25 Master Core: The Master Core is housed at the Escambia Public Safety Building located at 6575 North "W" Street. "Core" hardware includes servers, routers, and computer switches associated with processing, routing, and managing digital radio transmissions.

User Configuration Server (UCS): Database management server used for creating and managing radio "talk groups" within the communications system.

University's P-25 Radio Site: University's public safety radio communications system radio site which is located on the University's campus and owned and operated by the University and which will utilize Escambia's P-25 Master Core and UCS as provided herein.

Section 4. Responsibilities of the Parties.

Escambia and the University will cooperatively, and in coordination with Motorola Solutions, Inc. ("Motorola"), establish a technical means whereby the University may operate its P-25 Radio Site utilizing Escambia's P-25 Master Core. Escambia's existing UCS will serve as the primary database server for all user configurations. The University has contracted with Motorola to effect user and system configuration, provide system interconnections between University's P-25 Radio Site and Escambia's P-25 Master Core and UCS, and maintain network connectivity. Escambia shall provide Motorola personnel reasonable access to its UCS for user and system configuration purposes. The University will provide a fiber connection between its P-25 Radio Site and Escambia's Master Core and UCS and shall at all times be responsible for maintaining its own network connectivity to the UCS.

The parties will take appropriate measures to prevent the programming of unauthorized radio communications. The parties will cooperatively define and document a preprogrammed interoperable talk group in order to facilitate interoperability during disaster responses.

Each party shall at all times maintain its system components in good working order and will be solely responsible for any maintenance and upgrade costs or expenses related to repair, modification, or replacement of its system components ("Facilities and Equipment").

The parties agree that technological upgrades to Escambia's P-25 Public Safety Radio Communications System ("System") will be necessary to sustain its operability. System upgrades must be performed in order to: ensure the System maintains an equivalent level of current software and hardware functionality, reliability, and security; and to provide any technological advancements that are available at the time of the upgrade. Escambia may perform System upgrades as a capital investment or as part of an ongoing contractual arrangement with a vendor pursuant to a system upgrade agreement.

The parties agree to work cooperatively to determine a mutually agreeable operational plan and associated schedule for any System-wide upgrades relating to the Master Core. Each party will be solely responsible for any costs or expenses related to modification, repair, or replacement of its own Facilities and Equipment as may be required to accommodate such System-wide upgrades.

Section 5. Independence of Operations. The parties hereto shall at all times maintain independent P-25 radio services.

Section 6. Escambia-Motorola Services Agreement. Escambia previously entered into a Fixed Equipment Service Agreement with Motorola ("Escambia-Motorola Agreement") to provide network support services for Escambia's P-25 Public Safety Radio Communications System, attached hereto and incorporated herein as **Exhibit A**. If the Escambia-Motorola Agreement is terminated or modified for any reason, Escambia shall notify the University in writing as soon as practicable. Escambia reserves the right to terminate this Agreement in the event the Escambia-Motorola Agreement is terminated for any reason, in which case the parties shall mutually agree on the termination date of this Agreement which may be no later than the date on which the Escambia-Motorola Agreement terminates.

Section 7. Service Fee. In exchange for the use of Escambia's P-25 Master Core and existing UCS, the University agrees to pay Escambia an annual service fee in the amount of $30,000.00

for the period of October 1st – September 30th, with payment due on or before October 31st. University's payment obligation shall begin on the date University's Facilities and Equipment are connected to the Master Core ("Connection Date"). If the Connection Date is prior to October 1, 2019, Escambia shall invoice University for the prorated amount attributable to the number of days between the Connection Date and October 1st calculated based on a 30-day month and a per-month amount of $2,500.00, which amount shall be due and payable to Escambia on or before October 31st along with the annual service fee. If the Connection Date is after October 1, 2019, the first annual service fee shall be reduced by the prorated amount attributable to the number of days between October 1, 2019, and the Connection Date calculated based on a 30-day month and a per-month amount of $2,500.00, which prorated annual service fee shall be due and payable to Escambia on or before the last day of the month following the month in which the Connection Date occurs.

Section 8. Permits. The performance of this Agreement shall be subject to and contingent upon receipt of all permits or other federal, State, or local governmental authorizations ("Permits") necessary for the operation and use of the radio communications systems' facilities, hardware, software, and all other Facilities and Equipment, including, but not limited to, any building permits, zoning allowances, variances, special use permits or other permits.

Section 9. Compliance with Laws. Each party shall comply with all applicable federal, State, local, and international laws, rules, regulations, and ordinances, including without limitation the prohibition on employment of undocumented aliens and compliance with nondiscrimination, civil rights, and similar mandates. The parties further agree to comply with all federal, State, and local laws, rules, policies, or guidelines related to the performance of this Agreement now in effect or hereafter enacted as the same may apply to the use of the Facilities and Equipment, and each party shall obtain all necessary licenses, permits, and other approvals required for the use of that party's Facilities and Equipment. The parties further agree to cooperate in obtaining such licenses, permits, and approvals. Each party shall be responsible for compliance with all FCC and/or OSHA radio frequency rules and regulations as they pertain to such party's Facilities and Equipment.

Section 10. Effective Date. This Agreement, after being properly executed by the parties, shall become effective upon its filing with the Clerk of the Circuit Court of Escambia County, Florida. ("Effective Date"). Escambia shall be responsible for filing this document with the Clerk upon receipt of the executed Agreement.

Section 11. Term. The initial term of this Agreement shall commence upon the Effective Date and expire on September 30, 2020. Thereafter, the Agreement shall automatically renew for successive twelve-month terms, each such twelve-month renewal term to begin on October 1st and end on September 30th to coincide with the term of the Escambia-Motorola Agreement.

Section 12. Termination. Either party may terminate this Agreement without cause and without penalty upon ninety (90) days' prior written notice to the non-terminating party. Either party may terminate this Agreement for cause upon the non-terminating party's default hereunder. The terminating party shall provide the defaulting party thirty (30) days to cure the default after receipt of written notice of default from the terminating party. If the defaulting party has not remedied and cured the default within thirty (30) calendar days after receipt of said notice, the terminating party may immediately terminate the Agreement. On the effective date of termination ("Termination Date"), University shall separate all network system configurations from Escambia's P-25 Master Core as provided in Section 13 below.

University's payment obligations hereunder shall cease when the University has removed all network system configurations from Escambia's P-25 Master Core as provided in Section 13

below ("Separation Date"). If the Separation Date is before September 30th, Escambia shall reimburse University for the prorated amount attributable to the number of days between the Separation Date and September 30th calculated based on a 30-day month and a per-month amount of $2,500.00, which reimbursement amount shall be due and payable to University on or before the last day of the month following the month in which the Separation Date occurs. If the Separation Date is after September 30th but before October 31st (or the date on which University remits payment to Escambia for the annual service fee, whichever occurs first), University shall pay Escambia for the prorated amount attributable to the number of days between October 1st and the Separation Date calculated based on a 30-day month and a per-month amount of $2,500.00, which amount shall be due and payable to Escambia on or before November 30th.

Section 13. Removal/Separation. Within one hundred and eighty (180) days after the Termination Date, the University shall remove its network system configurations, including its Facilities and Equipment, from Escambia's Facilities and Equipment. Each party will be solely responsible for any costs or expenses related to modification, repair, or replacement of its own Facilities and Equipment as may be necessitated by such removal and/or System separation.

Section 14. Liability. Subject to any claim of sovereign immunity, each party to this Agreement shall be fully liable for its negligent acts and omissions and the negligent acts and omissions of its respective employees and agents while acting in the course and scope of their employment and agency in the performance of this Agreement to the extent permitted by law. Nothing herein shall be interpreted or construed as: 1) denying either party any remedy, defense, or protection available under Florida law; 2) either party's consent to be sued; or 3) a waiver of sovereign immunity by either party beyond the statutory waiver provided in section 768.28, Florida Statutes. In no event shall either party be liable in contract, tort, strict liability, or under any other legal theory for indirect, incidental, consequential, special, or punitive damages arising from or relating to the Agreement.

Section 15. Records. The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provisions of Chapter 119, Florida Statutes, the other party may terminate this Agreement without prejudice to any other right or remedy if such party fails to allow access to the records or documents after seven (7) days written notice from the other party.

Section 16. Assignment. The Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, without the prior written consent of the other party.

Section 17. Headings. Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

Section 18. Survival. All provisions, which by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

Section 19. Interpretation.

(a) For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statutes or regulations referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings.

(b) References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provision hereof.

Section 20. Severability. The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

Section 21. Further Documents. The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provision of this Agreement.

Section 22. Notices. All notices required to be given under this Agreement shall be in writing, and shall be sent by first class United States mail, unless some other form of notice is established by the parties, to the parties as follows:

Escambia County:
County Administrator
Escambia County
221 Palafox Place, Suite 420
Pensacola, Florida 32502

University:
Chief of Police
University of West Florida
Building # 94
11000 University Parkway
Pensacola, Florida 32514
finadmin@uwf.edu

With copy to:
General Counsel
University of West Florida
Building # 10
11000 University Parkway
Pensacola, FL 32514

All invoices and payments required to be given under this Agreement shall be sent to the parties as follows:

Escambia County:
Escambia County Public Safety
Business Operations Division
6575 N. "W" Street
Pensacola, FL 32505

University:
Chief of Police
University of West Florida
Building # 94
11000 University Parkway
Pensacola, FL 32514
finadmin@uwf.edu

Section 23. Prior Agreements Superseded. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, no deviations from the terms and conditions hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be

effective unless contained in a written document executed with the same formality and of equal dignity herewith.

Section 24. Governing Law. The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida. The parties agree that any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and therefore, each party to this Agreement hereby waives the right to any change of venue.

Section 25. No Waiver. The failure of either party to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

Section 26. Annual Appropriations. The University's performance and payment obligations under this Agreement are subject to and contingent upon the availability of funds appropriated by the Florida Legislature and lawfully expendable for the purposes of this Agreement. The University will give notice to Escambia of the non-availability of funds when the University has knowledge thereof. Escambia is entitled to payment only for those services provided and accepted by the University prior to the date such notice is received.

Section 27. Independent Contractor. As to the rights, obligations, and relationships established under this Agreement, each party is an independent contractor of the other. This Agreement shall not be construed as creating a relationship of employment, agency, partnership, joint venture, or any other form of legal association. This Agreement confirms no power on a party to bind the other party or to assume or create any obligation or responsibility on behalf of the other party or in the other party's name. Each party shall be responsible for hiring, supervising, and compensating its own employees and for withholding taxes and providing benefits, as applicable, for its employees.

Section 28. Force Majeure. Neither party shall be considered in default or breach in the performance of any obligation herein to the extent that such performance is prevented or delayed by fire, flood, strike, war, insurrection, embargo, government requirements, civil or military authority, or other Acts of God and similar events beyond the reasonable control of that party. The affected party shall take all reasonable action to minimize the effects of any such event.

Section 29. No Third-Party Beneficiaries. This Agreement is entered into for the sole benefit of Escambia and the University. Except as may be specifically set forth herein, nothing in this Agreement shall confer any right, remedy, or obligation upon any individual or entity other than the parties hereto.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

Date: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

BCC Approved: _____

By: _____
Deputy Clerk

UNIVERSITY OF WEST FLORIDA:

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 11-01-2019

By: _____
Betsy Bowers

Title: Vice President, Finance and Administration

Date: _____

EXHIBIT A

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

1299 E Algonquin Road
Schaumburg, IL 60196
(800) 247-2346

Contract Number: USC000015559
Contract Modifier: R02-JUN-19 20:48:58

Date: 10-JUL-2019

Company Name:	Escambia County
Attn.:	
Billing Address:	6575 N "W' St
City, State, Zip Code:	Pensacola, FL 32505
Customer Contact:	Andrew Hamilton
Phone:	

P.O.#:	N/A
Customer #:	1000960155
Bill to Tag#:	0001
Contract Start Date:	01-OCT-2019
Contract End Date:	30-SEP-2020
Payment Cycle:	MONTHLY
Currency:	USD

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services *****		
	LSV01S00515A	ASTRO ADV AR	$32,028.69	$384,344.21
	SVC01SVC2012C	SP - CONTRACT ADMINISTRATION SERVICE	$1,842.11	$22,105.27
	SVC02SVC0127A	NICE GOLD PACKAGE	$1,925.24	$23,102.80
		Sub Total	$37,527.94	$429,552.28
SPECIAL INSTRUCTIONS -		Taxes	$0.00	$0.00
		Grand Total	$37,527.94	$429,552.28
		THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA SOLUTIONS		

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

Janice P Gilley — County Administrator — 9-10-19
AUTHORIZED CUSTOMER SIGNATURE — TITLE — DATE

Janice P. Gilley
CUSTOMER (PRINT NAME)

Ginger Marshall — CSM — 9-10-19
MOTOROLA REPRESENTATIVE (SIGNATURE) — TITLE — DATE

GINGER Marshall — 850 308 0383
MOTOROLA REPRESENTATIVE (PRINT NAME) — PHONE

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 08-13-2019

Company Name	:	Escambia County
Contract Number	:	USC000015559
Contract Modifier	:	R02-JUN-19 20:48:58
Contract Start Date	:	01-OCT-2019
Contract End Date	:	30-SEP-2020

ESCAMBIA COUNTY ADMINISTRATION
TRANSMITTAL MESSAGE

Date: 09-10-2019

TO: Tamika Williams
Public Safety Department

BCC: 09-05-2019

CAR II-6 Motorola Solutions Service Agreement

Please Initial and Date
Below on Line Provided

SJ 09-10-19

Sam Jernigan, Program Coordinator, County Administration

Attached for your further handling is one original of the document noted above, executed by the County Administrator. When fully executed, please return the Clerk's Original to our office. We will forward to the Clerk's Office for filing with the Board's Minutes.

Thank you.

_____

Department Representative – (Comments as Applicable)

Return This Cover Page & Documents (as applicable) to Sam Jernigan

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenanc,esupport, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorolaadditional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warra nty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service thatEquipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5. EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipmentthat has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services.

Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. PAYMENT

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within forty- five (45) days of the invoice date. Payments 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 Statues, as amended.

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. To the extent permitted by law, any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Unless otherwise required by law, Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

13.4. 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 even Motorola fails to abide by the provisions of Chapter 119, Florida Statues, the County/Customer may, without prejudice to any other right or remedy and after providing seven days written notice, during which period Motorola still fails to allow access to such documents, terminate the contract. In such case, Motorola shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County/Customer may be deducted from any payments left owing Motorola.

IF MOTOROLA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO MOTOROLA'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

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request.
This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignmen,t delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the

Separation Event.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17163 **County Administrator's Report 13. 9.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 12/05/2019
Issue: Memorandum of Agreement Between the Board and the FEMA Integrated Public Alert and Warning System (IPAWS) Program Management Office
From: JOHN DOSH, Interim Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Memorandum of Agreement Between the Escambia County Board of County Commissioners and the Federal Emergency Management Agency Integrated Public Alert and Warning System Program Management Office - John S. Dosh, Interim Public Safety Director

That the Board take the following action regarding the Memorandum of Agreement between the Escambia County Board of County Commissioners and the Federal Emergency Management Agency Integrated Public Alert and Warning System (IPAWS) Program Management Office:

A. Approve the Memorandum of Agreement (MOA), which establishes a management relationship between the two parties, defines the professional conduct with respect to the access, utilization, and security standards between the inter-operable notification systems of Escambia County's portal to Florida's Emergency Message Notification System for Emergency Alert Messages and the FEMA IPAWS-Open national backbone communications/notification system, that structures the alert and distributes the emergency messages from one inter-operable system to another; and

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

BACKGROUND:

The Integrated Public Alert and Warning System (IPAWS) is an architecture that unifies the United States' Emergency Alert System, National Warning System, Wireless Emergency Alerts, and NOAA Weather Radio, under a single platform. This is a parallel national emergency alert notification system to that of the local Escambia County Everbridge Emergency Alert System, locally referred to as ***Alert Escambia***. This Agreement allows Escambia County and the County Everbridge emergency notification system integrated access to the IPAWS systems for national emergency alerts if the emergency situation identifies a need for that level of notification.

A select few Public Safety Department staff will be designated by the Manager of the Division of Emergency Management to be trained and authorized to utilize the notification system and maintain the integrity of the emergency notification system.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Senior Assistant County Attorney, has reviewed the Agreement and approved it as to form and legal sufficiency.

PERSONNEL:

Implementation of this Agreement will be coordinated with existing Division of Emergency Management staff.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board of County Commissioners' Policies require Board approval for Memorandums of Agreement.

IMPLEMENTATION/COORDINATION:

Implementation of this Agreement will be coordinated between the Escambia County Division of Emergency Management staff, FEMA, and the State of Florida Division of Emergency Management.

Attachments

IPAWS agreement

Memorandum of Agreement
between the
Escambia County Board of County Commissioners
and the

Federal Emergency Management Agency
Integrated Public Alert and Warning System (IPAWS) Program Management Office

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Regarding the use of:
Escambia County Board of County Commissioners
Interoperable System(s)
and
IPAWS OPEN Platform for Emergency Networks (IPAWS-OPEN)

Version 4.2

07 Nov 2019

WARNING: This document is FOR OFFICIAL USE ONLY (FOUO). It contains information that may be exempt from public release under the Freedom of Information Act (5 U.S.C. 552). It is to be controlled, stored, handled,

transmitted, distributed, and disposed of in accordance with DHS policy relating to FOUO information and is not to be released to the public or other personnel who do not have a valid "need-to-know" without prior approval of the FEMA Integrated Public and Warning System and the FEMA Disclosure Offices.

MEMORANDUM OF AGREEMENT

1.0 SUPERSEDES: FL Escambia County Board of County Commissioners_MOA-2

2.0 INTRODUCTION

The purpose of this memorandum is to establish a management agreement between the Escambia County Board of County Commissioners hereinafter referred to as the Collaborative Operating Group (COG), and the Federal Emergency Management Agency (FEMA) IPAWS Program regarding the utilization and security of Escambia County Board of County Commissioners Interoperable System(s) (as shown in Appendix A), which interoperate with the IPAWS-Open Platform for Emergency Networks (IPAWS-OPEN). The expected benefit is to enable information interoperability across emergency response organizations and systems as intended by the FEMA IPAWS Program.

This agreement will govern the relationship between the Collaborative Operating Group and FEMA, including designated managerial and technical staff and system users associated with the aforementioned COG. As indicated within the terms of this agreement, both parties agree to allow system interoperability through the use of SOAP over HTTPS via the public internet. Under this agreement, no direct or networked connection using VPN (or equivalent technology) between the systems named in Appendix A and IPAWS-OPEN is allowed. In the event a direct connection is required, an Interconnection Security Agreement must be executed.

3.0 AUTHORITY

The authority for this agreement is based on the Communications Act of 1934, as amended (47 U.S.C § 606) and the implementation of regulation 47 C.F.R § 11 which establishes the statutory basis under which the FEMA IPAWS Program operates emergency alerting systems. In addition, Executive Order 13407 of June 26, 2006, Public Alert and Warning System Executive Order states, "It is the policy of the United States to have an effective, reliable, integrated, flexible, and comprehensive system to alert and warn the American people…establish or adopt, as appropriate, common alerting and warning protocols, standards, terminology, and operating procedures for the public alert and warning system to enable interoperability and the secure delivery of coordinated messages to the American people". In response, FEMA established the IPAWS Program Management Office (PMO) in April 2007.

4.0 BACKGROUND

It is the intent of both parties to this agreement to establish and utilize a standardized web based application interface (as defined by the IPAWS-OPEN Web Service Interface Design Guidance) between the information technology (IT) systems shown below to facilitate the exchange of emergency messages within the production environment. The testing of the interoperability of these systems has been performed through the use of FEMA's Test and Development environment to ensure the transference and receipt of emergency messages using approved messaging standards. The interoperability between these systems is supported by the use of SOAP over HTTPS via the public internet.

5.0 COMMUNICATIONS

Frequent formal communications are essential to ensure the successful management and operation of system interoperability. Both parties agree to maintain open lines of communication between designated staff (as indicated in Appendix B) at both the managerial and technical levels. All communications described herein must be conducted in writing and may be disseminated by electronic means unless otherwise noted.

The owners of the respective systems agree to designate and provide contact information for technical leads for their respective systems, and to facilitate direct contacts between technical leads to support the management and operation of system interoperability. To safeguard the confidentiality, integrity, and availability of the systems and the data they store, process, and transmit, both parties agree to provide notice of specific events within the timeframes indicated below:

- **Security Incidents:** Technical, administrative and/or help desk staff will immediately notify their designated counterparts by telephone or e-mail when a security incident(s) is detected and/or a violation of the Rules of Behavior (see Appendix C) has been identified. Both parties agree to make the appropriate technical and administrative individuals available for all necessary inquiries and/or investigations. Containment and/or resolution procedures will be documented by the identifying party and after action reports generated and submitted to the system owner and/or designated security officials within five (5) business days after detection of the incident(s).

- **Disasters and Other Contingencies:** The FEMA IPAWS Program Office will notify the COG by telephone, e-mail or other acceptable means in the event of a disaster or other contingency that disrupts the normal operation of IPAWS-OPEN.

- **System Interconnections:** This MOA is intended for systems interoperating with IPAWS-OPEN using SOAP over HTTPS via the public Internet. If in the future, an interconnection (i.e. dedicated system-to-system connection) is required to IPAWS-OPEN, this MOA must be updated and an Interconnection Security Agreement (ISA) must be executed. If a change in status from interoperating to interconnected system is required, the initiating party will notify the other party at least 3 months before the planned interconnection is to be in place.

- **Discontinuation of Use:** In the event the use of IPAWS-OPEN is no longer required, the COG agrees to immediately notify, in writing, the FEMA IPAWS Program Office at which time the COGID and associated access credentials will be deactivated.

- **Personnel Changes:** Both parties agree to provide notification of changes to their respective system owner or technical lead. In addition, both parties will provide notification of any changes in the point of contact information provided in Appendix B. All relevant personnel changes and changes to contact information must be provided within 5 business days of the change.

6.0 TYPE OF INTERCONNECTIVITY

Both parties agree that the COG will utilize only the assigned COGID, associated credentials and digital certificates provided by the FEMA IPAWS Program Office to support interoperability between the system(s) listed in Appendix A and IPAWS-OPEN. In addition, all interoperable systems must be configured to interface with IPAWS-OPEN over the public Internet using only approved web service standards and associated requirements. A listing of approved web service standards and supporting requirements can be obtained from the IPAWS-OPEN Web Service Interface Design Guidance document.

In the event, a dedicated connection is required, both parties will agree to negotiate and execute an Interconnection Security Agreement (ISA) as required per Department of Homeland Security (DHS) policy which must be signed by all required parties before the interconnection is activated. Proposed changes to either system that affect system interoperability will be reviewed and evaluated to determine the potential impact. If the proposed changes impact the agreed upon terms, the MOA will be renegotiated and executed before changes are implemented.

7.0 SECURITY

To ensure the joint security of the systems and the message data they store, process, and transmit, both parties agree to adhere to and enforce the Rules of Behavior (as specified in Appendix C). In addition, both parties agree to the following:

- Ensure authorized users accessing the interoperable system(s) receive, agree to abide by and sign (electronically or in paper form) the IPAWS-OPEN Rules of Behavior as specified in Appendix C. Each jurisdiction is responsible for keeping the signed Rules of Behavior on file or stored electronically for each system user.

- Utilize FEMA approved PKI certificates to digitally sign messages as they are transported over the public Internet.

- Certify that its respective system is designed, managed and operated in compliance with all relevant federal laws, regulations, and policies.

- Document and maintain jurisdictional and/or system specific security policies and procedures and produce such documentation in response to official inquiries and/or requests.

- Provide physical security and system environmental safeguards for devices supporting system interoperability with IPAWS-OPEN.

- Ensure physical and logical access to the respective systems as well as knowledge of the COGID and associated access criteria are only granted to properly vetted and approved entities or individuals.

- Where applicable, ensure that only individuals who have successfully completed FEMA-required training can utilize the interoperable systems to issue alerts and warnings intended for distribution to the public.

- Where applicable, document and maintain records of successful completion of FEMA-required training and produce such documentation in response to official inquiries and/or requests.

8.0 PROFICIENCY DEMONSTRATION

Once enabled, each COG operating under this agreement must demonstrate their ability to compose and send a message through the IPAWS-OPEN system at regular intervals. Such demonstration must be performed on a monthly basis through generation of a message successfully sent through the IPAWS-OPEN Training and Demonstration environment.

9.0 ASSOCIATED SOFTWARE REQUIREMENTS

The COG will need to select a software package which will allow the COG to properly populate a Common Alerting Protocol (CAP) message which complies with both the *OASIS Common Alerting Protocol Version 1.2* and the *OASIS Common Alerting Protocol, v. 1.2 USA Integrated Public Alert and Warning System Profile Version 1.0*. With respect to the software and the software vendor selected FEMA expects the selected software to provide the following minimum critical capabilities and services:

- Permissions:
    - The ability to assign and manage user permissions; and
    - The ability to retrieve and view IPAWS Alerting Permissions
- Proficiency:
    - The provision of vendor support, to include user training, and around the clock technical support; and
    - The ability to submit both live and test digital certificates, with clear, easily identifiable information that indicates the environment to which the software is pointed (Live or Test)
- User Interface:
    - The provision of an intuitive user interface, to include help menus; and
    - The ability to notify the user of digital certificate expiration; and
    - The ability to constrain event types and geocodes to user permissions; and
    - The ability to send one alert to multiple channels; and
    - The provision of displays that show required fields based on selected channel; and
    - The ability to pre-populate fields to the greatest extent possible; and
    - The ability to support templates; and
    - The ability to create a polygon or circle, of less than 100 nodes; and
    - The ability to update or cancel an alert, without having to reenter all of the data; and
    - The ability to alert the end user if a software license has expired; and
    - Clear explanations if alert information is case sensitive when entered
- Confirmation and Error Checking:

- The ability to pre-check an alert message for errors, prior to sending; and
- The ability to create free-form 90-character WEA text, while preventing prohibited characters; and
- The provision to IPAWS of alert status codes for any sent alert, with a clear definition of whether the codes are advice codes or error codes, along with the meaning of those codes; and
- The provision of user confirmation of connectivity to IPAWS; and
- The ability for users to see alert history and/or logs

10.0 COST CONSIDERATIONS

This agreement does not authorize financial expenditures by the COG on behalf of FEMA. The FEMA IPAWS Program is responsible for the costs associated with developing, operating and maintaining the availability of the IPAWS-OPEN system. The COG is responsible for all costs related to providing their users with access to IPAWS-OPEN via the public Internet. These costs may include hardware, software, monthly Internet charges, completion of security awareness training and other related jurisdictional costs.

11.0 PROPERTY OWNERSHIP

Each Party agrees and acknowledges that nothing in this Agreement shall be construed as giving a party any proprietary rights in or to the intellectual property of the other party. Each Party further agrees that nothing in this Agreement shall be construed as creating or granting to a party any implied or express license in or to the intellectual property of the other party.

12.0 TIMELINE

This agreement will remain in effect based on the life of the Authority to Operate (ATO) for IPAWS-OPEN or a maximum of three (3) years after the last date on either signature in the signature block below. Upon expiration of the IPAWS-OPEN ATO or after three (3) years (whichever comes first), this agreement will expire without further action and system access privileges will be revoked. If the parties wish to extend this agreement, they may do so by reviewing, updating, and reauthorizing this agreement. This agreement supersedes all earlier agreements, which should be referenced above by title and date. If one or both of the parties wish to terminate this agreement prematurely, they may do so upon 30 days' advanced notice or in the event of a security incident that necessitates an immediate response. This agreement may be suspended by FEMA for failure to perform the Proficiency Demonstration for two consecutive months. A suspended COG may be reinstated upon a completion of a successful Proficiency Demonstration.

SIGNATORY AUTHORITY

I agree to the terms of this Memorandum of Agreement. Noncompliance on the part of either organization or its users or contractors concerning the policies, standards, and procedures explained herein may result in the immediate termination of this agreement.

Escambia County Board of County Commissioners
Official
Name: Steven Barry
Title: BCC Chairman

_____
(Signature Date)
Escambia County Board of County Commissioners
221 Palafox Place
Pensacola, FL, 32502

BCC Approved:_____

ATTEST: Pam Childers
Clerk of the Circuit Court

BY: _____
Deputy Clerk

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 11-15-2019

Federal Emergency Management Agency
IPAWS-OPEN System Owner
Name: Mark A. Lucero
Title: Chief, IPAWS Engineering

_____
(Signature Date)
Attn: IPAWS-OPEN System Owner, Suite 5NW-0309
Federal Emergency Management Agency
500 C Street SW
Washington, D.C. 20472-3153

Appendix A

Listing of Interoperable Systems

The FEMA IPAWS Program recognizes that Emergency Management organizations may utilize multiple tools to facilitate the emergency management process. As a result, jurisdictions may need to interoperate with IPAWS-OPEN using more than one system. In order to comply with DHS policy, all systems interoperating with IPAWS-OPEN must be documented and supported by a Memorandum of Agreement. As a result this appendix must be completed to identify all systems associated with the COG and used for interoperating with IPAWS-OPEN. This Appendix must be amended as applicable systems are added or removed from operations.

- **IPAWS-OPEN**

Function:	IPAWS-OPEN is the backbone system that structures the alert and distributes the message from one interoperating and/or interconnected system (message sender) to another interoperating and/or interconnected system (message recipient).
Location:	Bluemont, VA; Clarksville, VA
Description of data, including sensitivity or classification level:	Messaging data is considered Sensitive But Unclassified (SBU) information and does not contain Personally Identifiable Information (PII), Financial data, Law Enforcement Sensitive Information or classified information. Each message that flows through the IPAWS-OPEN system will be associated to a specifically assigned system User ID and COGID as captured within the message elements. This information will be retained in system logs.

The systems listed below are managed and operated by the COG and are subject to the terms defined within the Memorandum of Agreement including the Rules of Behavior in Appendix C. Each interoperable system will be assigned unique authentication credentials, which must be protected by the COG. In the event these credentials are compromised, the COG is expected to immediately contact the FEMA IPAWS Program Management Office. The systems listed below are only allowed to interoperate with IPAWS-OPEN based on the criteria set forth within the IPAWS-OPEN Web Service Interface Design Guidance.

- **Florida Emergency Management Network (FL EMnet)**

Function:	Emergency Message Notification System for the State of Florida for EAS mesages, Amber Alerts, and Other Warning messages.
Location:	6575 North "W" Street, Pensacola, FL;
Description of data, including sensitivity or classification level:	COTS FOUO Unclassified alert and emergency response information.

- **Everbridge**

Function:	Emergency Message Notification System for the State of Florida for EAS mesages, Amber Alerts, and Other Warning messages.
Location:	Burbank, CA; Denver, CO;

Description of data, including sensitivity or classification level:	Unclassified alert and emergency response information.

Appendix B

COG Point of Contact Information

Designated COG Primary Point of Contact:

Name: Brad Hattaway

Title: Planning Coordinator

Business Email Address: BCHATTAW@co.escambia.fl.us

Primary Phone Number: 850-471-6414

Alternate Phone Number:

Organization: Division of Emergency ManagementPublic Safety Department

Mailing Address: 6575 North, Pensacola, FL, 32505

Designated Alternate Point of Contact:

Name: Chris Holloman

Title: Operations Officer

Business Email Address: cjhollom@myescambia.com

Primary Phone Number: 850-471-6415

Alternate Phone Number:

Organization: Division of Emergency ManagementPublic Safety Department

Mailing Address: 6575 North, Pensacola, FL, 32505

Designated Technical Point of Contact:

Name: Travis Tompkins

Title: GIS Analyst

Business Email Address: TDTOMPKINS@myescambia.com

Primary Phone Number: 850-471-6552

Alternate Phone Number: 850-393-3117

Organization: Division of Emergency ManagementPublic Safety Department

Mailing Address: 6575 North W Street, Pensacola, FL, 32505

FEMA: Integrated Public Alert and Warning System Open Platform for Emergency Networks (IPAWS-OPEN)

Contact Name	Contact Number	Email Address	Summary of System Responsibilities
Lytwaive Hutchinson	202-212-2480	lytwaive.hutchinson@fema.dhs.gov	Chief Information Officer, FEMA
Togai Andrews	202-212-7332	togai.andrews@fema.dhs.gov	Chief Information Security Officer
Mark Lucero	202-646-1386	mark.lucero@fema.dhs.gov	System Owner
Gary Ham	703-899-6241	gary.ham@associates.fema.dhs.gov	FEMA PMO - IPAWS-OPEN
Gustavo Barbet	202-212-3586	gustavo.barbet@associates.fema.dhs.gov	FEMA ISSO - IPAWS-OPEN
Neil Bourgeois	703-732-6331	neil.bourgeois@associates.fema.dhs.gov	FEMA-EADIS IPAWS-OPEN Tech Lead

Appendix C

IPAWS-OPEN Rules of Behavior

1.0 INTRODUCTION

The following rules of behavior apply to all persons with application access to Escambia County Board of County Commissioners Interoperable System(s) and/or who have been issued a COGID with associated credentials for IPAWS-OPEN. These individuals shall be held accountable for their actions related to the information resources entrusted to them and must comply with the following rules or risk losing their access privileges. The Rules of Behavior apply to users on official travel as well as at their primary workplace (e.g., Emergency Operations Center – EOC) and at any alternative workplace (e.g., telecommuting from a remote or satellite site) using any electronic device including laptop computers and portable electronic devices (PED's). PED's include personal digital assistants (PDA's) (e.g. Palm Pilots), cell phones, text messaging systems (e.g., Blackberry), and plug-in and wireless peripherals that employ removable media (e.g. CDs, DVDs, etc.). PEDs also encompass USB flash memory (thumb) drives, external drives, and diskettes. These Rules of Behavior are consistent with existing DHS policies and DHS Information Technology (IT) Security directives and are intended to enhance the awareness of each user's responsibilities regarding accessing, storing, receiving and/or transmitting information using IPAWS-OPEN.

2.0 APPLICATION RULES

2.1 Official Use

- IPAWS-OPEN is a Federal application to be used only in the performance of the user's official duties in support of public safety as described in the National Incident Management System (NIMS).
- The use of the IPAWS-OPEN for unauthorized activities is prohibited and could result in verbal or written warning, loss of access rights, and/or criminal or civil prosecution.
- By utilizing IPAWS-OPEN, the user of the interoperable system(s) consents to allow system monitoring to ensure appropriate usage for public safety is being observed.
- Escambia County Board of County Commissioners will be held accountable for safeguarding all configuration items and information entrusted to them by FEMA. Escambia County Board of County Commissioners is expected to manage the relationship with supporting vendors, consultants and any other entities providing system support on their behalf. In addition, Escambia County Board of County Commissioners will be held accountable in the event of a security breach or disclosure of sensitive configuration information such as digital certificates. Escambia County Board of County Commissioners understands that the use of digital signatures, used on their behalf, is binding and Escambia County Board of County Commissioners will be held accountable accordingly. In the event sensitive information is mishandled, utilization of IPAWS-OPEN may be immediately revoked by FEMA.
- If software interoperating with IPAWS-OPEN enables users to geo-target public alert messages by means of geospatial polygons or circles, then the user shall restrict any such geospatial boundaries so as to remain within the geographical limits of their public warning authority (or as near as possible), as determined by applicable state and/or local laws and duly adopted operational plans.

2.2 Access Security

- All Email addresses provided in connection with interoperable system(s) user accounts must be associated to an approved email account assigned by the user's emergency management organization. The use of personal email accounts to support emergency messaging through IPAWS-OPEN is prohibited.
- Upon approval of the MOA by FEMA, a COG account with COGID and Digital Certificate will be created and issued to the designated technical representative. All individuals with knowledge of these credentials must not share or alter these authentication mechanisms without explicit approval from the FEMA IPAWS

Program.

- Every interoperable system user is responsible for remote access security as it relates to their use of IPAWS-OPEN and shall abide by these Rules of Behavior.

2.3 Interoperable System User Accounts and Passwords

- All users must have a discrete user account ID which cannot be the user's social security number. To protect against unauthorized access, passwords linked to the user ID are used to identify and authenticate authorized users.
- Accounts and passwords shall not be transferred or shared. The sharing of both a user ID and associated password with anyone (including administrators) is prohibited.
- Accounts and passwords shall be protected from disclosure and writing passwords down or electronically storing them on a medium that is accessible by others is prohibited.
- The selection of passwords must be complex and shall:
    - Be at least eight characters in length
    - Contain a combination of alphabetic, numeric and special characters
    - Not the same as any of the user's previous 8 passwords.
- Passwords shall not contain any dictionary word.
- Passwords shall not contain any proper noun or the name of any person, pet, child, or fictional character. Passwords shall not contain any employee serial number, Social Security number, birth date, phone number, or any information that could be readily guessed about the creator of the password.
- Passwords shall not contain any simple pattern of letters or numbers, such as “qwerty” or “xyz123”.
- Passwords shall not be any word, noun, or name spelled backwards or with a single digit appended, or with a two-digit “year” string, such as 98xyz123.
- Pass phrases, if used in addition to or instead of passwords, should follow the same guidelines.
- Passwords shall not be the same as the User ID.
- Users shall either log off or lock their workstations when unattended.
- Workstations shall be configured to either log off, or activate a password-protected lock, or password-protected screensaver within fifteen (15) minutes of user inactivity.
- Locked sessions shall remain locked until the user re-authenticates.
- Workstations shall be protected from theft.
- A user's account shall be automatically locked after three consecutive failed logon attempts.
- The automatic lockout period for accounts locked due to failed login attempts shall be set for a minimum of twenty (20) minutes.
- A process shall exist for manually unlocking accounts prior to the expiration of the twenty (20) minute period, after sufficient user identification is established.
- Sessions shall automatically be terminated after sixty (60) minutes of inactivity.

- Users are required to change their passwords at least once every 90 days.

- Passwords must be promptly changed whenever a compromise of a password is known or suspected.

2.4 Integrity Controls & Data Protection

- All computer workstations accessing IPAWS-OPEN must be protected by up-to-date anti-virus software. Virus scans must be performed on a periodic basis and when notified by the anti-virus software.

- Users accessing interoperable system(s) to utilize IPAWS-OPEN must:

    - Physically protect computing devices such as laptops, PEDs, blackberry devices, smartphones, etc;

    - Protect sensitive data sent to or received from IPAWS-OPEN;

    - Not use peer-to-peer (P2P) file sharing, which can provide a mechanism for the spreading of viruses and put sensitive information at risk;

    - Not program computing devices with automatic sign-on sequences, passwords or access credentials when utilizing IPAWS-OPEN.

Users may not provide personal or official IPAWS-OPEN information solicited by e-mail. If e-mail messages are received from any source requesting personal information or asking to verify accounts or other authentication credentials, immediately report this and provide the questionable e-mail to the Local System Administrator and/or the Escambia County Board of County Commissioners Help Desk.

- Only devices officially issued through or approved by DHS, FEMA and/or approved emergency management organizations are authorized for use to interoperate with IPAWS-OPEN and use of personal devices to access and/or store IPAWS-OPEN data and information is prohibited.

- If a Blackberry, smartphone or other PED is used to access the interoperable system(s) to utilize IPAWS-OPEN, the device must be password protected and configured to timeout or lock after 10 minutes of inactivity.

- If sensitive information is processed, stored, or transmitted on wireless devices, it must be encrypted using approved encryption methods.

2.5 System Access Agreement

- I understand that I am given access to the interoperable system(s) and IPAWS-OPEN to perform my official duties.

- I will not attempt to access data, information or applications I am not authorized to access nor bypass access control measures.

- I will not provide or knowingly allow other individuals to use my account credentials to access the interoperable system(s) and IPAWS-OPEN.

- To prevent and deter others from gaining unauthorized access to sensitive resources, I will log off or lock my computer workstation or will use a password-protected screensaver whenever I step away from my work area, even for a short time and I will log off when I leave for the day.

- To prevent others from obtaining my password via “shoulder surfing”, I will shield my keyboard from view as I enter my password.

- I will not engage in, encourage, or conceal any hacking or cracking, denial of service, unauthorized tampering, or unauthorized attempted use of (or deliberate disruption of) any data or component within the interoperable system(s) and IPAWS-OPEN.

- I agree to inform my Local System Administrator when access to the interoperable system(s) and/or IPAWS-OPEN is no longer required.

- I agree that I have completed Computer Security Awareness training as may be required by my jurisdiction prior to my initial access to the interoperable system(s) and IPAWS-OPEN and that as long as I have continued access, I will complete Computer Security Awareness training on an annual basis. If my jurisdiction does not provide Computer Security Awareness training, I will complete the FEMA self-study course *IS-906: Workplace Security Awareness* (https://training.fema.gov/is/courseoverview.aspx?code=IS-906) on an annual basis.

2.6 Accountability

- I understand that I have no expectation of privacy while using any services or programs interoperating with IPAWS-OPEN.

- I understand that I will be held accountable for my actions while accessing and using interoperable system(s) and IPAWS-OPEN, including any other connected systems and IT resources.

- I understand it is my responsibility to protect sensitive information from disclosure to unauthorized persons or groups.

- I understand that I must comply with all software copyrights and licenses pertaining to the use of IPAWS-OPEN.

2.7 Incident Reporting

- I will promptly report IT security incidents, or any incidents of suspected fraud, waste or misuse of systems to the Local System Administrator and/or the Escambia County Board of County Commissioners Help Desk.

3.0 IPAWS-OPEN Rules of Behavior Statement of Acknowledgement

I have read and agree to comply with the requirements of these Rules of Behavior. I understand that the terms of this agreement are a condition of my initial and continued access to Escambia County Board of County Commissioners Interoperable System(s) *and IPAWS-OPEN and related services and that if I fail to abide by the terms of these Rules of Behavior, my access to any and all IPAWS-OPEN information systems may be terminated and I may be subject to criminal or civil prosecution. I have read and presently understand the above conditions and restrictions concerning my access.*

Printed Name (as listed in Appendix B): Bradford Hattaway, Planning Coordinator

Signature: Bradford C Hattaway Date: 11/13/19

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17164 **County Administrator's Report 13. 10.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 12/05/2019
Issue: 5:31 p.m. Public Hearing Request - Los Suenos Subdivision Street Lighting MSBU
From: STEPHAN HALL, Budget Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Scheduling of a Public Hearing for the Los Suenos Subdivision Street Lighting Municipal Service Benefit Unit - Stephan Hall, Budget Manager, Management & Budget Services

That the Board authorize the scheduling of a Public Hearing on January 7, 2020, at 5:31 p.m., to consider adoption of an Ordinance creating the Los Suenos Subdivision Street Lighting Municipal Services Benefit Unit (MSBU).

BACKGROUND:

The builder of Los Suenos Subdivision, DSLD Homes, LLC, submitted a letter of request asking to create a street lighting MSBU. The letter of request is sufficient to meet the MSBU Guidelines and Procedures because the builder owns greater than 55% of parcels in the subdivision.

The Los Suenos Subdivision Street Lighting MSBU plan proposal:
* 46 assessable lots located in Commission District 2
* 24 street lights
* Assessments are estimated to be:
  1st year - $436 (includes a reserve and 20 months of costs)
  Subsequent years - $247

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board must approve the scheduling of Public Hearings.

IMPLEMENTATION/COORDINATION:

The property owners will be notified of the date, time and place of the Public Hearing by mail and by advertisement in the Pensacola News Journal.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17188 **County Administrator's Report 13. 11.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 12/05/2019
Issue: Florida-Alabama Transportation Planning Organization (TPO) Transportation Alternatives Project Applications
From: Joy Jones, Director
Organization: Engineering
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Florida-Alabama Transportation Planning Organization Transportation Alternatives Program Project Applications for Escambia County, Florida - Joy Jones, P.E., Engineering 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 (FL-AL) Transportation Planning Organization (TPO) Transportation Alternatives Program (TAP) funds to design and construct the multi-modal facilities at the following two locations, which have the highest draft TPO Priority Scores (see attached):

1. Sidewalks along Massachusetts Avenue from Mobile Highway (State Road [SR] 10) to Erress Boulevard - Commission Districts 2 & 3; and

2. Sidewalks along Patricia Drive from Fairfield Drive (SR 727) to Santa Barbara Street - Construction - Commission District 1; and

B. Authorize the Chairman or Vice Chairman to sign the Transportation Alternatives Program Projects Applications and the attached Resolution or, should the Board choose different projects from the attached list, authorize staff to bring a revised Resolution to the Chairman or Vice Chairman for signature without further action of the Board.

[Funding: No local funding match is required]

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.

Historically, FDOT allowed several Applications (5-10+ Applications per agency) per grant cycle, but due to the number of Applications which must be reviewed, there is now a limit of two Applications per agency. Staff has evaluated six candidate projects (see attached list) from various resources based on need, connectivity, and feasibility, and recommends Massachusetts Avenue and Patricia Drive as the two Escambia County Application submittals, as they each had high scores based on the TAP project scoring criteria. Therefore, at its next regular meeting, the TPO Board will consider up to 10 Applications from the 5 TPO agencies (Escambia County, City of Pensacola, Santa Rosa County, City of Gulf Breeze, and City of Milton).

TAP submittals must include a Resolution supporting the named projects, which must be adopted in conjunction with the approval to submit. Staff is preparing the Applications and, upon Board approval, will acquire the appropriate signatures prior to submitting in advance of the December 15, 2019, TPO deadline.

BUDGETARY IMPACT:

No local funding match is required.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Senior Assistant County Attorney, has signed the Resolution.

PERSONNEL:

No additional personnel will be required for this action.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires Board approval of all Transportation Alternatives Program Projects Applications and associated Resolutions.

IMPLEMENTATION/COORDINATION:

Upon Board approval of the TAP project Applications, staff will transmit the Applications to TPO staff prior to the submittal deadline date of December 15, 2019.

Attachments

TA Candidate Projects List
Resolution

Transportation Alternative Program TAP Candidate Projects - 2020

Projects	From	To	Distance in miles	Phase Request	Commission District	Draft TPO Priority Score	Sidewalk / Path Cost Estimate	Proposed Submittal Amount	Proposed County Match	Total Project Costs	Notes
Massachusetts Avenue Sidewalks	Mobile Highway	Eress Boulevard	2.9	Construction & CEI	2 & 3	75	$1,888,500	$1,888,500	$0	$1,888,500	Design underway - completion Spring 2020. FDOT Requested a resubmittal for construction. TAP grant was previously awarded for design only.
Patricia Drive Sidewalks	Fairfield Drive (SR 727)	Santa Barbara St	0.87	Design, Construction & CEI	1	69	$460,000	$460,000	$0	$460,000	Cost estimate by County Engineering Department
Chemstrand Road - Sidewalks	Johnson Avenue	Ten Mile Road	1.66	Construction & CEI	3 & 5	68	$1,162,340	$1,162,340	$0	$4,824,000	Design of the section between Johnson Avenue and Nine Mile will be complete in Spring 2020. Cost Estimate by County Engineering for sidewalks only
Olive Road - Sidewalks	Palafox/CR95A	Davis Highway	2.18	Design, Construction & CEI	3 & 4	68	$2,500,000	$2,500,000	$0	$2,500,000	Cost estimate by County Engineering Department
Perdido Key Drive Multi-Use Path (note2)	River Road	Theo Baars Bridge	2.26	Construction & CEI	2	66	$2,311,000	$500,000	$0	$4,500,000	Cost estimate by FDOT. Project limits may change pending RTP Grant Agreement. Design nearing completion.
Nine and 1/2 Mile Road and Stefani Road - Sidewalks	Pine Forest Road/SR 297 & Along Stefani to the County Extension Office	Stefani Road/CR 489	1.49	Design, Construction & CEI	5	66	$658,000	$658,000	$0	$658,000	Cost estimate by County Engineering Department

Note: The TPO requires each local government to limit the application submissions to TWO projects. FDOT will only accept Two applications from the TPO. The above rankings are based on the TPO's priority scoring.

Note: Perdido Key Drive Multi-Use Path TA application is for half of the eastern portion of FDOT project identification number 438908-1-52-01. The remaining portion of the project extends from the western boundary of Perdido Key State Park to River Road. The most recent FDOT estimate for 438908-1-52-01 is $4,500,000.

RESOLUTION R2019-_____

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 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 Massachusetts Avenue and Patricia Drive 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 projects (hereinafter referred to collectively as "Projects") have been approved in the Florida-Alabama Transportation Planning Organization's Pedestrian/Bicycle Master Plan:

- Sidewalks along Massachusetts Avenue from Mobile Highway (SR-10) to Erress Boulevard; and
- Sidewalks along Patricia Drive from Fairfield Drive (SR 727) to Santa Barbara Street; and

WHEREAS, Federal Transportation Alternative 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 interest 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. This Resolution will take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this ____ of _____, 2019.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By:_____
Steven Barry, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By:_____
Deputy Clerk

(SEAL)

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 11-21-2019

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17170 **County Administrator's Report 13. 12.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 12/05/2019
Issue: 2020 Board of County Commissioners' Meeting/Committee of the Whole Schedule
From: Janice Gilley, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:
Recommendation Concerning the 2020 Board of County Commissioners' Meeting/Committee of the Whole Schedule - Janice P. Gilley, County Administrator

That the Board approve the 2020 Board of County Commissioners' Meeting/Committee of the Whole Schedule, as submitted.

BACKGROUND:
Each year, the Board of County Commissioners approve their annual meeting schedule.

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

2020 BCC-COW Meeting Schedule

2020 MEETING SCHEDULE
BOARD OF COUNTY COMMISSIONERS/COMMITTEE OF THE WHOLE
WORKSHOPS

MEETING	DATE	TIME	CAR DEADLINE 9:00 A.M.	COMMITTEE OF THE WHOLE DEADLINE 9:00 A.M.
*Regular Board Meeting	January 7, 2020	5:30 p.m.	December 16, 2019	
Committee of the Whole	January 16, 2020	9:00 a.m.		January 10, 2020
Regular Board Meeting	January 23, 2020	9:00 a.m.	January 13, 2020	
Regular Board Meeting	February 6, 2020	5:30 p.m.	January 27, 2020	
Committee of the Whole	February 13, 2020	9:00 a.m.		February 7, 2020
Regular Board Meeting	February 20, 2020	9:00 a.m.	February 10, 2020	
Regular Board Meeting	March 5, 2020	5:30 p.m.	February 24, 2020	
Committee of the Whole	March 12, 2020	9:00 a.m.		March 6, 2020
Regular Board Meeting	April 2, 2020	5:30 a.m.	March 23, 2020	
Committee of the Whole	April 9, 2020	9:00 a.m.		April 3, 2020
*Regular Board Meeting	April 14, 2020	9:00 a.m.	April 1, 2020	
Regular Board Meeting	May 7, 2020	5:30 p.m.	April 27, 2020	
Committee of the Whole	May 14, 2020	9:00 a.m.		May 8, 2020
Regular Board Meeting	May 21, 2020	9:00 a.m.	May 11, 2020	
Regular Board Meeting	June 4, 2020	5:30 p.m.	May 22, 2020	
*Committee of the Whole	June 16, 2020	9:00 a.m.		June 10, 2020
Regular Board Meeting	June 18, 2020	9:00 a.m.	June 8, 2020	
Regular Board Meeting	July 2, 2020	5:30 p.m.	June 22, 2020	
Committee of the Whole	July 9, 2020	9:00 a.m.		July 1, 2020
Regular Board Meeting	July 16, 2020	9:00 a.m.	July 6, 2020	
Regular Board Meeting	August 6, 2020	5:30 p.m.	July 27, 2020	
Committee of the Whole	August 13, 2020	9:00 a.m.		August 7, 2020
Regular Board Meeting	August 20, 2020	9:00 a.m.	August 10, 2020	
Regular Board Meeting	September 3, 2020	5:30 p.m.	August 24, 2020	
*Committee of the Whole	September 8, 2020	9:00 a.m.		August 31, 2020
Regular Board Meeting	September 17, 2020	9:00 a.m.	September 4, 2020	
Regular Board Meeting	October 1, 2020	5:30 p.m.	September 21, 2020	
Committee of the Whole	October 8, 2020	9:00 a.m.		October 2, 2020
Regular Board Meeting	October 15, 2020	9:00 a.m.	October 5, 2020	
Regular Board Meeting	November 5, 2020	5:30 p.m.	October 26, 2020	
Committee of the Whole	November 12, 2020	9:00 a.m.		November 6, 2020
***Regular Board Meeting**	November 17, 2020	9:00 a.m.	November 2, 2020	
*Committee of the Whole	December 8, 2020	9:00 a.m.		December 1, 2020
*Regular Board Meeting	December 10, 2020	5:30 p.m.	November 30, 2020	
Regular Board Meeting	January 7, 2021	5:30 p.m.	December 16, 2020	
Committee of the Whole	January 14, 2021	9:00 a.m.		January 8, 2021

*Date changed due to New Year's Holiday/FAC's ACC Class
*2nd BCC Meeting in March Canceled due to Spring Break
*2nd BCC Meeting in April date changed due to FAC ACC Class
*Committee of the Whole date changed due to FAC Annual Conference
*Committee of the Whole date changed due to FAC Innovation and Policy Conference
***2nd Board Meeting in November changed by Florida Statutes for Commissioner's Installation**
*Regular Board Meeting/Committee of the Whole dates changed due to FAC's Legislative Policy Conference

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17175 **County Administrator's Report 13. 13.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 12/05/2019
Issue: Escambia County Health Facilities Authority Appointment
From: Janice Gilley, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Appointment to the Escambia County Health Facilities Authority - Janice P. Gilley, County Administrator

That the Board approve the appointment of Susan Ashby to the Escambia County Health Facilities Authority, to serve the unexpired term of Linda Miragliotta, which ends on August 21, 2021, as requested by Virginia Yeagle, Administrator, Escambia County Health Facilities Authority.

A General Alert was posted on the County's Website from November 6, 2019, to November 19, 2019, informing the public that the Escambia County Board of County Commissioners was seeking Escambia County residents interested in volunteering to be considered for an appointment to the Escambia Health Facilities Authority. The letter from Virginia Yeagle on behalf of the Escambia County Health Facilities Authority is the only response that was received. Ms. Yeagle's letter and Ms. Ashby's Resume are provided for review.

BACKGROUND:

This Escambia County Health Facilities Authority (Authority) was created in accordance with Chapter 74-323, Laws of Florida, Acts of 1974. The purpose of the Authority is to assist health facilities in the acquisition, construction, financing and refinancing of projects in any incorporated or unincorporated area within the geographical limits of Escambia County. Ms. Virginia Yeagle, Administrator, Escambia County Health Facilities Authority, on behalf of the Authority, has requested that the Board appoint Ms. Susan Ashby to fill the unexpired term of Ms. Linda Miragliotta, effective December 5, 2019, through August 21, 2021.

A General Alert was posted on the County's Website from November 6, 2019, to November 19, 2019, informing the public that the Escambia County Board of County Commissioners was seeking Escambia County residents interested in volunteering to be

considered for an appointment to the Escambia Health Facilities Authority. The letter from Virginia Yeagle on behalf of the Board of the Escambia County Health Facilities Authority is the only response that was received.

Ms. Yeagle's letter and Ms. Ashby's Resume 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

Letter from Virginia L. Yeagle and Susan Ashby's Resume

Health Facilities Authority General Alert

ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY

Capital Finance Solutions for Non-Profit Health Facilities

October 23, 2019

Ms. Janice Gilley
Escambia County Administrator
221 Palafox Place
Suite 420
Pensacola, FL 32502

Re: Vacancy on the Authority Board of Directors

Dear Ms. Gilley:

We are contacting you on behalf of the Health Facilities Authority Board regarding a vacant Board seat due to the resignation of Ms. Linda Miragliotta. Ms. Miragliotta and her family have moved to south Florida and she is cannot continue to serve on the Board due to her relocation.

The Authority recommends Ms. Susan Ashby, a retired financial advisor, to fill the unexpired term of Ms. Miragliotta which ends on August 21, 2021.

Enclosed is the resume of Ms. Ashby. The Authority feels Ms. Ashby is very well qualified to serve on the Board given her professional experience, education and long term involvement in our community.

Please present Ms. Ashby for consideration by the Board of County Commissioners at their November 18, 2019 meeting.

Thank you for assistance with this matter. Please contact us if additional information is needed. .

Sincerely yours,

Eugene Franklin,
Chairman

Virginia L. Yeagle,
Administrator

Street Address: 1019 N. 12th Avenue • Pensacola, FL 32501 • 850-432-7555
Mailing Address: P.O. Box 2667 • Pensacola, FL 32513-2667 • 850-433-8845 (fax)

Susan Ashby

1715 East Cross Street, Pensacola, FL 32503
(850) 261-8120 • susanlashby@gmail.com

Professional Summary

Retired Financial Advisor with expertise in stocks, bonds (including Municipal bonds), mutual funds, all types of annuities, and insurance products. Strengths include investment, retirement and education planning. Since retiring in 2013, my focus has been on community involvement through volunteer and leadership roles.

Former Professional Licenses and Certifications

Series 6 license: Investment Company and Variable Contracts (Mutual Funds)
Series 7 license: General Securities Representative (Stocks, Bonds, Options)
Series 63 license: Uniform Securities Agent State Law
Series 65 license: Uniform Investment Adviser Law
Accredited Asset Management Specialist
Insurance license in Florida, Alabama, and Louisiana

Work History

06/2009 - 08/2013 **Financial Advisor,** MetLife Resources, Pensacola, FL
Partnered with Baptist Hospital to provide assistance to employees with retirement and education planning.

01/2006 - 05/2009 **Financial Advisor,** VALIC Financial Advisors, Pensacola, FL
Educated teachers on various financial matters and provided professional recommendations on investment opportunities, products and services based on each clients' individual needs.

Education

1987 **MBA** • Finance
The University of West Florida • Pensacola, FL

1989 **Bachelor of Science** • Systems Science, Magna Cum Laude
The University of West Florida • Pensacola, FL

1977 **Bachelor of Science** • Social Sciences
Louisiana State University • Baton Rouge, LA

Current Community Involvement

Guardian ad Litem Volunteer and former Foundation Board Member
Impact 100 member since 2008
Pensacola Women's Alliance member and website Trustee

St. Mark Methodist Church member
Leadership Pensacola 2007

Shamara J. Jernigan

From: Escambia County Community and Media Relations <noreply@myescambia.com>
Sent: Wednesday, November 6, 2019 10:22 AM
To: Shamara J. Jernigan
Subject: Volunteers Sought for Health Facilities Authority

Click HERE to View in Browser

Volunteers Sought for Health Facilities Authority

The Escambia County Board of County Commissioners is seeking Escambia County residents interested in volunteering to be considered for a possible appointment to the Escambia County Health Facilities Authority. Appointees serve without compensation.

The Escambia County Health Facilities Authority was established in accordance with Florida statutes. The authority's duties are to assist health facilities in acquisition, construction, financing and refinancing of projects. Knowledge of finance and/or health care administration required. Authority members serve a four-year term of office. Financial disclosure required.

Escambia residents interested in serving on the Escambia County Health Facilities Authority are asked to submit a letter and resume indicating their desire to serve by the close of business on Tuesday, Nov. 19. Resumes should be submitted to Shamara Jernigan, Program Coordinator, Board of County Commissioners, P.O. Box 1591, Pensacola, FL 32502 or emailed to boardapply@myescambia.com.

Please be aware that resumes submitted to a BCC agenda for consideration will become part of the official minutes and are subject to public records requests.

Requirements:

- An authority board member must be a resident of Escambia County. An appointee must be able to attend monthly board meetings during regular business hours and to travel out of town. This requires the board member to have an employer and/or occupation which provides flexibility to engage in volunteer community service activities.

- Under its current annual meeting schedule, the authority meets once a month on the third Tuesday at 4 p.m., except for the months of April and September when the board and staff attend educational conferences related to current topics in tax exempt capital financing for healthcare organizations. Monthly time commitments generally range from three to five hours per month, depending on business matters under consideration. For educational conferences, the board members are out of town for up to four days, twice a year.
- Board members must have reasonable computer skills and access to a computer running Windows 7 or higher, with the current version of Adobe Reader, Microsoft Word and Excel, and with high-speed internet access to receive email with attachments and download large PDF files containing meeting agendas and backup materials. A new board member will spend three to five hours for the initial orientation and training on authority operations.
- Board members must be able and willing to learn about (1) tax exempt bond financing and federal regulations related to municipal bond financing; (2) rules and regulations for municipal bond issuers; (3) current capital financing options and techniques for nonprofit healthcare organizations; and (4) Florida laws related to local government operations and finance.

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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.

Escambia County is committed to providing access and reasonable accommodations to individuals with disabilities to facilitate participation in county meetings or other county services, programs, or activities. For information or to make a request at least 72 hours before the scheduled meeting or other county activity, visit myescambia.com/ADA or call 850-595-4947.

Community and Media Relations
Phone: (850) 595-3476
Email: cmr@myescambia.com

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17171 **County Administrator's Report 13. 14.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 12/05/2019
Issue: Reappointment to the Escambia County Value Adjustment Board
From: Janice Gilley, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Reappointment to the Escambia County Value Adjustment Board - Janice P. Gilley, County Administrator

That the Board reappoint Richie L. Faunce to the Escambia County Value Adjustment Board to serve a one-year term, effective January 1, 2020, through December 31, 2020.

A General Alert was posted on the County's Website from November 1, 2019, to November 14, 2019, informing the public that the Escambia County Board of County Commissioners was seeking Escambia County residents interested in volunteering to be considered for an appointment to the Escambia County Value Adjustment Board (VAB).

Mr. Richie L. Faunce has expressed his interest in being reappointed to the VAB and is the only resident who responded to the General Alert.

BACKGROUND:

A General Alert was posted on the County's Website from November 1, 2019, to November 14, 2019, informing the public that the Escambia County Board of County Commissioners was seeking Escambia County residents interested in volunteering to be considered for an appointment to the Escambia County Value Adjustment Board (VAB). Mr. Richie L. Faunce has expressed his interest in being reappointed to the VAB and is the only resident who responded to the General Alert. His Resume is 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

Richie L. Faunce's Email and Resume

Value Adjustment Board General Alert

Shamara J. Jernigan

From: rrfaunce@att.net
Sent: Friday, November 8, 2019 8:54 AM
To: Shamara J. Jernigan
Subject: RE: Escambia County Value Adjustment Board

Dear Sam,

Yes I would like to be considered for reappointment and you can use my resume that is already on file.

Thank You,

Richie Faunce

From: Shamara J. Jernigan <SJJERNIGAN@myescambia.com>
Sent: Tuesday, November 5, 2019 12:48 PM
To: rrfaunce@att.net
Subject: Escambia County Value Adjustment Board
Importance: High

Good afternoon Richie,

Attached is a copy of the General Alert that was posted to the County's website on November 1, 2019, to seek volunteers who are interested in volunteering to be considered for an appointment to the Escambia County Value Adjustment Board (VAB).

Your current appointment on the VAB is due to expire on December 31, 2019. If you would like to be considered for a reappointment, please send me a separate email no later than 5:00 p.m., on Thursday, November 14. Please indicate in your email if you want me to use the Resume I have on file for you. The Recommendation concerning a reappointment or appointment to the VAB will be submitted for the December 5, 2019, Regular BCC Meeting.

Thank you,

Sam

Sam Jernigan
Agenda Program Coordinator
County Administrator's Office
221 Palafox Place, Suite 420
Pensacola, FL 32502
sjjernigan@myescambia.com
(850) 595-4917

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10311 Bowman Ave.
Pensacola, FL 32534

Phone Cell: (850) 712-7533
E-mail rfaunce@cox.net

Richie Lee Faunce

Objective

A challenging position in government that will allow me to enhance the quality of life for the people in the community. I also hope to be a role model and be able to encourage the young people to make right decisions for their life.

Education

1979 - 1981	Ticonderoga High School Received Regents Diploma	Ticonderoga, N.Y.
1994 - 1997	Pensacola Bible Institute Received a Bachelor of Divinity	Pensacola, Fl.
5/2000-9/2000	George Stone Votech Center Corrections Officer academy	Pensacola, Fl.
4/2002-8/2002	George Stone Votech Center Cross training academy from Corrections to Law Enforcement Officer	Pensacola, Fl.
2001-2004	Troy State University Received Bachelor of Science degree in Criminal Justice	Pensacola, Fl.
2001-2007	Troy State University Received Master of Science degree in Management / Human Resources	Pensacola, Fl.
2009-2011	Troy State University. Received Master of Public Administration degree in Public Administration/ Public Management	Pensacola, Fl.

Work experience

8/1981 – 8/1987 U.S. Navy Various States

Sonar Technician:

USS Chandler (DDG-996) - Work Center Supervisor and AN/SQS-53A and auxiliary equipment technician.

Commissioned USS Ticonderoga (CG-47). AN/SQS-53A Operator and Damage Control Petty Officer.

9/1987 – 10/1989 General Electric Co. Syracuse, N.Y.

Installation and Test Specialist:

Responsible for electronic equipment maintenance at the Antisubmarine Engineering Development Site and Production Test Site at Syracuse, New York.

10/1989 – 5/1993 General Electric Co. Pascagoula, Ms.

Work Center Supervisor:

Directed a group of four people and responsibilities involved scheduling, planning, and directing government conducted tests and witnessing contractor conducted tests.

5/1993 – 5/1996 Signal Corporation Arlington, Va.
System Engineer:
Interfaced with the ASW Engineering group to provide answers and write trouble repors, for problems that were discovered during ship construction. Was also liaison between the U.S. sailors on the ships and the ASW work center.

5/1996 – 5/1997 Gulf Coast Pump and Equipment . .Pensacola, Fl. . .
Delivery driver:
I also maintained a warehouse with the entire inventory for the store, which included driving a forklift and shipping products out using UPS.

5/1997 – 5/2000 Bible Baptist Bookstore Pensacola, Fl.
Production Engineer:
Produced audio and video tapes, books, monthly newsletter, and a weekly radio program. I also helped receive incoming material and stock it into inventory.

5/2000 – 6/2011 Escambia County Sheriff's Office Pensacola, Fl.
Corrections Officer:
Responsible for the care, custody, and control of the inmates in jail. I was also responsible for transporting inmates to the Doctors, Court House and state prison. I also worked in Internal Affairs and was responsible for investigating complaints at the jail and doing background checks on new hire applicants.

6/2011- 7/2012 Blackwater Correctional Prison/ GEO Prisons, Inc. Milton, Fl.
Corrections Officer:
Responsible for the care, custody, and control of the inmates in the prison.

7/2012 – present Escambia County Sheriff's Office Pensacola, Fl.
Deputy Sheriff: Court Security Officer
Responsible for the security of the court rooms at the Court House.

8/2000 – 12/2007 U.S. Navy Reserves Pensacola, Fl.
Sonar Technician:
Joined the Reserves in August of 2000 as an E-3 and made two pay grades from February 2001, to an E-5. I have a total combined service of thirteen years in the U.S. Navy

Awards

General Electric RAVE award – it is a peer recognition award

Group Aegis Excellence Award for my ASW Work Center

Volunteer experience

I was a Layman to the inmates in the Santa Rosa County Jail on Saturday nights for a year. I currently do the stats for the local Ice Hockey team the Pensacola Ice Flyers in the Southern Professional Hockey League.

Summary of qualifications

8/2000 – Present Escambia County Sheriff's Office Pensacola, Fl.
Corrections Officer and Deputy Sheriff/ Court Security Officer
I know how to communicate with the public and other county agencies from my job duties. I had to use proper verbal communications in order to defuse situations and to achieve the desired actions of individuals.

Security clearance	Held a Secret clearance from 10/81 to 05/96 and 8/2003 to 12/2007
References with their approval	Sheriff David Morgan, Escambia County Sheriff's Office, Pensacola, Fl. Work: (850) 436-9512 David Craig, Escambia County Sheriff's Office, Pensacola, Fl. Work: (850) 436-9620 Cell: (850) 554-1401 Captain Fred Alford, Escambia County Sheriff's Office, Pensacola, Fl. Work: (850) 554-1424

Shamara J. Jernigan

From: Escambia County Community and Media Relations <noreply@myescambia.com>
Sent: Friday, November 1, 2019 9:45 AM
To: Shamara J. Jernigan
Subject: Volunteer Sought for Escambia County Value Adjustment Board

my escambia News Center

Click HERE to View in Browser

Volunteer Sought for Escambia County Value Adjustment Board

The Escambia County Board of County Commissioners is seeking Escambia County residents interested in volunteering to be considered for an appointment to the Value Adjustment Board. The VAB provides for the hearing of all petitions, complaints, appeals and disputes concerning taxable assessment of properties. The term of office is one year.

Escambia residents interested in serving on the Value Adjustment Board are asked to submit a resume and letter indicating their desire to serve by 5 p.m. **Thursday, Nov. 14**. Resumes and letters should be submitted via email to boardapply@myescambia.com or by mail to:

Shamara Jernigan, Program Coordinator
Escambia County Board of County Commissioners
P.O. Box 1591
Pensacola, FL 32502

Please note that resumes submitted for consideration are subject to public records requests and are included in Escambia County Commission meeting information, including the agenda and official meeting minutes.

The board of county commissioners' VAB appointee must meet the following requirements to be eligible to serve:

- Must own homestead property in Escambia County.
- Cannot be a member or employee of any taxing authority.

- Cannot represent property owners in any administrative or judicial review of property taxes.

The VAB was established in accordance with Section 194.015, Florida Statutes, which was revised on Sept. 1, 2008. The VAB meets for approximately 30-40 minutes twice a year, usually in September and December.

Related Pages

- Value Adjustment Board

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Community and Media Relations
Phone: (850) 595-3476
Email: cmr@myescambia.com

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16967 **County Administrator's Report 13. 1.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/05/2019
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 MyGovernmentOnline.org (MGO) Software Suite, for the period of October 1, 2019, to September 30, 2020. 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 Department 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 May 25, 2017, the Board approved a Software License and Service Agreement with South Central Planning and Development Commission (SCPDC) for the 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 Service Agreement and determined that it will be beneficial

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:

N/A

Attachments

Software License & Service Agreement

IT Approval for Use of CC 270102

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.

Gerald K Wooten

From: Veronica V. Fountain
Sent: Wednesday, October 2, 2019 10:29 AM
To: Gerald K Wooten
Subject: RE: IT Approval and Budgeted Amount for MyGovernment Online

Good Morning Gerald
Cost Center 270102, Object Code 54601 we budget $42,200. We are going half please let me know if we owe more. Please let me know if you will need anything more.
Thanks
Veronica V. Fountain

Veronica V. Fountain
Information Technology Department
(850) 595-4659

From: Gerald K Wooten <GKWOOTEN@myescambia.com>
Sent: Tuesday, October 1, 2019 4:49 PM
To: Veronica V. Fountain <vvfounta@myescambia.com>
Subject: IT Approval and Budgeted Amount for MyGovernment Online

Veronica,

Good afternoon. I am working on the new year requisition for MyGovernmentOnline, and I need to get the cost center, account code, and budgeted amount for the 50% that IT pays.

Once I hear back from you I will process the requisition.

Thanks, and have a great evening.

Gerald

Gerald K. Wooten, Accountant
Escambia County Building Services Department
Phone – 850-595-3586 Fax – 850-595-3589

Please remember to register for account unlock and password reset at https://ssp.myescambia.com

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17022 **County Administrator's Report 13. 2.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/05/2019
Issue: Lease Agreement between Escambia County and Perdido Key Area Chamber of Commerce, Inc.
From: Robert E. Dye, Interim Facilites Director
Organization: Facilities Management
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Lease Agreement between Escambia County and Perdido Key Area Chamber of Commerce, Inc., for County-Owned Property at 15500 Perdido Key Drive, Florida - Robert E. Dye, Interim Director, Facilities Management

That the Board take the following action:

A. Amend the Boards action approving the Lease Agreement on October 3, 2019;

B. Authorize the substitution of the version of the lease executed by the Perdido Key Area Chamber of Commerce, Inc., on September 9, 2019, in place of the earlier version that was inadvertently included with the Resolution and Recommendation from October 3, 2019; and

C. Ratify the Chairman's Signature on Lease Agreement executed by the Perdido Key Area Chamber of Commerce, Inc., on September 9, 2019.

Rent is to be paid to the County in the amount of $1.00 per year.

BACKGROUND:

On October 3, 2019, the Board adopted a Resolution to approve and authorize the Chairman to sign a Lease Agreement between Escambia County and the Perdido Key Area Chamber of Commerce, Inc. (PKACC), for the property located at 15500 Perdido Key Drive, Pensacola, Florida 32507. Although the correct Lease Agreement was signed by the Chairman, the wrong Lease Agreement was attached to the Recommendation. This Recommendation is to correct the Clerical

Error.

Lease Agreement with Perdido Key Area Chamber of Commerce, Inc. (PKACC), for a portion of the real property located at 15500 Perdido Key Drive, Pensacola, FL 32507. The initial term of the lease is for five (5) years and allows for the Lease to be renewed for successive terms of five (5) years. Exhibit A clarifies the areas occupied by the Perdido Key Area Chamber of Commerce, Visit Pensacola and Escambia County Natural Resources.

The Perdido Key Area Chamber of Commerce promotes progressive leadership in commerce for a dynamic and prosperous community in the Perdido Area. The Perdido Key Area Chamber of Commerce is dedicated to endorse the Perdido Area's growth of regional businesses and community prosperity through Advocacy, leadership, economic development, education and associations across state lines.

BUDGETARY IMPACT:

Perdido Key Area Chamber of Commerce, Inc., will pay rent of one dollar ($1.00) per year.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has prepared the the Lease Agreement and approved as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Current Policy requires Board approval for Lease Agreements involving County-owned property.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Lease Agreement - Signed by Chairman

LEASE AGREEMENT
BETWEEN
ESCAMBIA COUNTY
AND
PERDIDO KEY AREA CHAMBER OF COMMERCE, INC.

THIS LEASE AGREEMENT is made and entered into this 3rd day of October, 2019 by and between Perdido Key Area Chamber of Commerce, Inc., a Florida corporation not-for-profit, whose address is 15500 Perdido Key Drive, Pensacola, Florida 32507 (PKACC), and Escambia County, a political subdivision of the State of Florida, whose address is 221 Palafox Place, Pensacola, Florida 32502 (County).

WITNESSETH:

WHEREAS, Escambia County is the owner of real property, commonly known as the Perdido Key Visitors Information Center and Community Center, located at 15500 Perdido Key Drive, Pensacola, Escambia County, Florida 32507 (Property); and

WHEREAS, Perdido Key Area Chamber of Commerce, Inc., is a non-profit corporation that provides a variety of commercial services for residents, businesses, and visitors to the Perdido Key area; and

WHEREAS, PKACC has requested that the County lease to it a portion of the Property for administrative offices for PKACC; and

WHEREAS, the Board of County Commissioners for Escambia County has determined that it is in the best interests of the County and the public to lease a portion of the Property to PKACC under the terms and conditions stated below.

NOW, THEREFORE, for the reasons set forth herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and incorporated by reference.

2. Property Leased. The County leases to PKACC a portion of the Property located at 15500 Perdido Key Drive, Pensacola, Florida, more particularly described in the attached Exhibit A (Leased Area).

3. Term. The initial term of the Lease shall be for five (5) years, commencing on October 3, 2019 (Effective Date). This Lease may be renewed for successive terms of five (5) years, provided that PKACC delivers to the County written notice of its intent to renew at least ninety (90) days prior to the expiration of the current term.

4. Rent. PKACC shall pay to the County as rent the sum of One Dollar ($1.00) per year.

5. Construction of Improvements. No new permanent improvements shall be constructed on the Property unless PKACC first obtains written authorization from the County. PKACC shall be responsible for obtaining all permits necessary for any construction or improvements. Upon termination or expiration of this Lease, any such improvements or personal property not removed by PKACC may be disposed of by the County in any manner the County deems appropriate, without liability to the County.

6. Maintenance and Utilities. The County shall be responsible for routine maintenance of the Leased Area, except custodial services. PKACC shall be responsible for ensuring that the Leased Area is kept in a neat, safe, and orderly condition, and obtaining or providing custodial services for the Leased Area. The County will provide electricity, water, sewer, sanitation services, and pest control. PKACC shall be responsible for all other utility service charges, including telephone, internet, and cable television.

7. Repairs. The County shall repair the Property, including the structural elements, roof, doors, windows, electrical system, heating and air conditioning system, plumbing system, painting, carpet or other floor covering, and fixtures. The cost of such repairs shall be the responsibility of the County except to the extent that the damage or condition necessitating the repair is the result of the negligent or willful misconduct of PKACC, its officers, employees, agents, and invitees.

8. Inspection. PKACC shall regularly inspect the Property and any improvements and promptly correct and/or notify the County, as appropriate, of any situation that would reasonably be perceived to represent a danger or hazard to persons or to the Property. PKACC accepts the Leased Area "as is" on the Effective Date of this Lease Agreement with no warranties regarding suitability of use.

9. Indemnification. PKACC agrees to hold harmless, pay on behalf of, protect, defend, and indemnify the County, its officers, agents, and employees from and against any demand, claim, suit, loss, expense, or damage which may be asserted against any of them by reason of any alleged loss or damage to property or injury to or death of any person arising out of or in any way related to the use or possession of the Property by PKACC.

10. Insurance. During the term of the Lease, PKACC shall procure and maintain general liability insurance with coverage of $1,000,000 per occurrence and aggregate limits, including coverage for personal and bodily injury, broad form property damage, operations, products and completed operations, contractual liability covering this Lease Agreement. All insurance carriers must be rated "A," VII or higher by the most recently published edition of A.M. Best rating guide. PKACC shall provide thirty (30) days prior written notice to Escambia County before any change in or cancellation of any of the identified coverages.

PKACC shall provide Escambia County with insurance policies and certificates of insurance endorsed to name Escambia County as an "additional insured" and the certificate holder. Certificates should be emailed to Facilities@myescambia.com and to Risk@myescambia.com . Certificates must reflect a thirty (30) day notice of cancellation and

non-renewal clauses. Certificates of insurance will be satisfactory to the County with all succeeding coverages and carriers to be consecutive to prior coverages.

No provision of the Lease shall be construed, or in any way is intended to be construed, as a waiver of Escambia County's sovereign immunity or any other limitation of liability of Escambia County. Escambia County is self-insured for liabilities in excess of the amounts provided under Section 768.28, Florida Statutes.

PKACC agrees not to violate, or knowingly or negligently permit or allow to be violated, any condition of any insurance policies required by the Lease. All insurance coverage of PKACC must be primary to any insurance or self-insurance carried by Escambia County applicable to the Lease. The acceptance by Escambia County of any Certificate of Insurance shall not constitute approval or agreement by Escambia County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with this Lease Agreement.

11. Use of Premises. PKACC shall use the Property as defined in Exhibit A solely for administrative offices for PKACC.

12. Termination. Either party may terminate this Lease for cause upon thirty (30) days' written notice or convenience upon one hundred eighty (180) days' written notice. Upon termination, PKACC shall return the Leased Area to the County in good condition and repair any damage resulting from any improvements installed and removed by PKACC, normal wear and tear excepted.

13. Rent, Notices and Correspondence. Rent, notices and correspondence to the County and PKACC under this Lease will be addressed to, mailed, or delivered to the following:

COUNTY:
County Administrator or designee
Escambia County, Florida
221 Palafox Place
Pensacola, Florida 32502

PKACC:
Perdido Key Area Chamber of Commerce, Inc.
c/o James (Jim) Beran, Chairman
15500 Perdido Key Drive
Pensacola, Florida 32507

With a copy of notices and correspondence to:

County Attorney
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502

Notices will be delivered personally, by overnight courier, or by U.S. Mail. Notices delivered personally will be deemed to have been given as of the date of delivery and notices given by overnight courier will be deemed to have been delivered on the next day. Each party may change its address from time to time by written notice to the other as specified above.

14. Right of Entry. The County, its officers, agents, employees, representatives and contractors shall have the right, at all reasonable times, to enter upon the Leased Area for the purpose of inspecting and observing the use of the Leased Area, as long as such inspections and observations do not unreasonably interfere with PKACC's use of the Leased Area.

15. Compliance with Laws. PKACC agrees to comply with all federal, state and local laws, ordinances, policies or other governmental regulations applicable to the Property and its proposed use.

16. Entire Agreement. This Lease Agreement contains the entire agreement between the parties and supersedes all prior oral and written agreements between them regarding the Property. This Lease Agreement may be modified only by an amendment in writing, dated and signed by the County and PKACC after the date of this Lease Agreement. PKACC acknowledges it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed this Lease Agreement.

17. Assignments. This Lease Agreement shall not be assigned nor shall the Property be sublet unless first approved by the Board of County Commissioners. Any such assignment or sublease shall be reflected in a written instrument executed by the parties.

18. Dispute Resolution. Each party shall bear its own attorneys' fees and costs in connection with any litigation or other dispute resolution proceeding related to this Lease Agreement or PKACC's use of the Property. Venue for any litigation or dispute resolution proceeding shall be in Escambia County, Florida.

19. 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 your county public health unit.

20. Taxes. PKACC shall be responsible for all taxes assessed against the Property, improvements, or otherwise arising out of this Lease Agreement (if any).

21. Interpretation. The captions, headings and paragraph titles in this Lease Agreement are for the convenience of reference only, and are not intended in any way to restrict, affect, or interpret the provisions of any paragraph of this Lease Agreement. If any provision of this Lease Agreement or the its application to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Lease Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and each provision of this Lease Agreement shall be valid and enforceable to the fullest extent permitted by law. The parties agree this Lease Agreement shall be construed in accordance with the laws of the State of Florida and shall not be more strictly construed against either party by reason of the fact that one party may have drafted or prepared the Lease Agreement.

IN WITNESS WHEREOF, the County and PKACC have caused this Lease Agreement to be executed by their duly authorized representatives as of the day and year first above written.

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

ATTEST: Pam Childers
Clerk of the Circuit Court

Lumon J. May, Chairman

Deputy Clerk

Approved as to form and legal sufficiency.

By/Title: Sr. Asst. County Atty.
Date: Sept. 19, 2019

PERDIDO KEY AREA CHAMBER OF COMMERCE, INC.

Witness Dana Pagador
Print Name Dana Pagador

Witness Janie Turney
Print Name Janie Turney

James (Jim) Beran, Chairman

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 9th day of September, 2019, by James (Jim) Beran), as Chairman of the Perdido Key Area Chamber of Commerce, Inc., a Florida non-profit corporation, on behalf of the corporation, who (X) is personally known to me, or (_) has produced current _____ as identification.

EMILY JOY ETSCHEID
Notary Public - State of Florida
Commission # GG 215700
My Comm. Expires May 8, 2022
Bonded through National Notary Assn.

Signature of Notary Public

Emily Etscheid
Printed Name of Notary Public

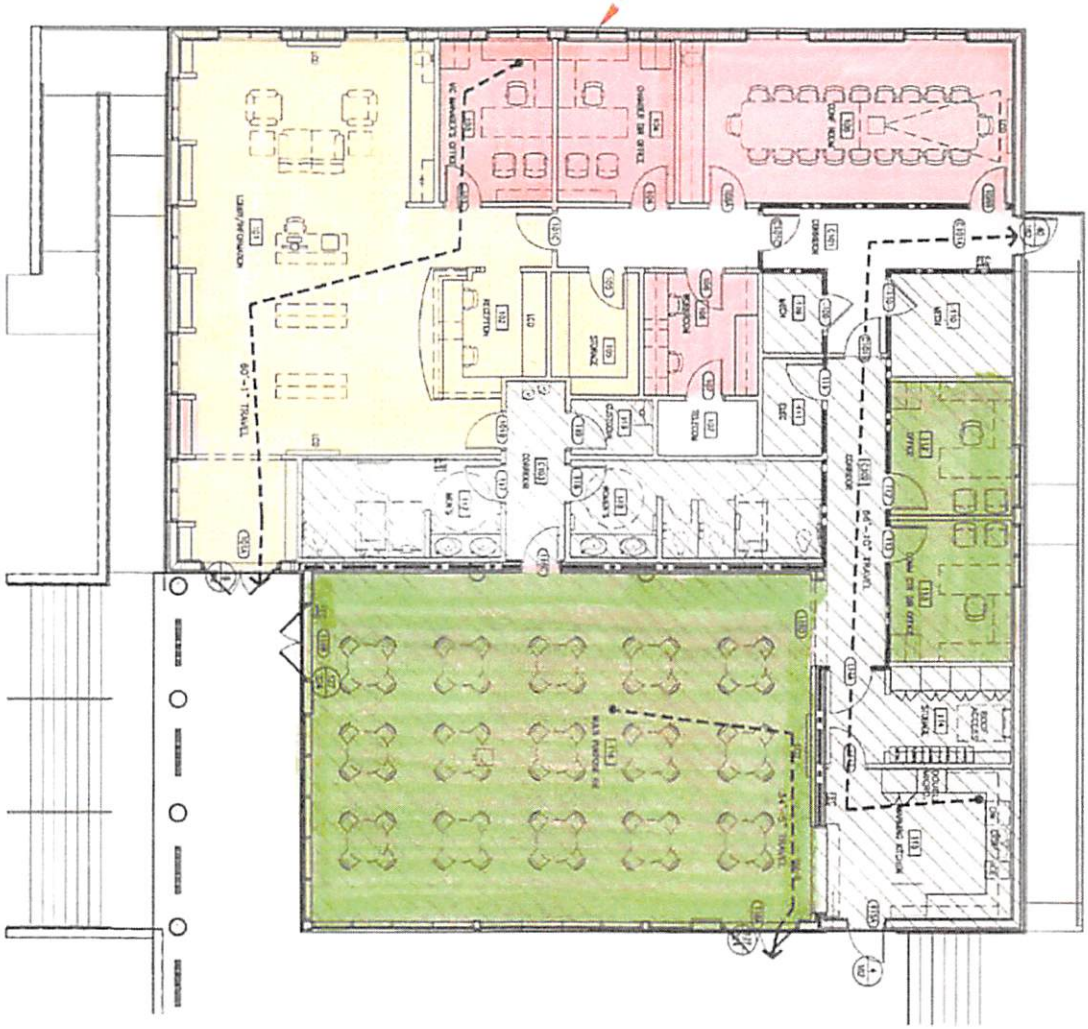
(Notary Seal)

Exhibit A

Chamber

Visit Pensacola

Escambia Natural Resources



SHEET: 1 OF 1	SHEET: LEASE FLOOR PLAN	DRAWN BY: BUNNIE PAGE DATE: 10-24-13 SCALE: PROJECT #	ISSUE / REVISION DATES	Perdido Key Visitors Information, Chamber of Commerce Lease Agreement Floor Plan for the ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16917 **County Administrator's Report 13. 3.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/05/2019
Issue: Exercising The Second of Two Possible One-Year Renewal Periods Related to PD 16-17.060
From: William Powell, Director, Corrections
Organization: Corrections
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Utilization of the Second of Two Possible One-Year Renewals Provided for in the Agreement for Inmate Dental Examinations, PD 16-17.060 - William R. Powell, Director of Corrections

That the Board approve the utilization of the second of two possible one-year renewal periods provided for under Section 2 of the Agreement for Inmate Dental Examinations, PD 16-17.060.

[Funding: Fund 001, General Fund, Cost Center 290402]

BACKGROUND:

On August 14, 2017, the County issued a Request for Proposal (PD 16-17.060) seeking a contractor to provide dental examinations at the Escambia County Jail. On December 6, 2017, the County entered into an Agreement with Dental Power International. Section 2 of the respective Agreement outlines the term of the Agreement. The term is listed as 12 months with an option to renew for two successive one year periods. It is the request of the Corrections Department that we utilize the second of the two additional one-year renewals for the period of December 6, 2019, to December 5, 2020.

BUDGETARY IMPACT:

Funding: Fund 001, General Fund; Cost Center 290402

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Senior Assistant County Attorney, reviewed the initial Agreement. The utilization of the renewal period as provided for in Section 2 of the Agreement does not require an Amendment to the Agreement.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board has indicated that they wish to review those Agreements in which the County indicates the desire to exercise a renewal period beyond the initial term of the Agreement.

IMPLEMENTATION/COORDINATION:

Upon approval, the Corrections Department will work with the vendors to obtain those services covered by the specified Agreements when necessary.

Attachments

Dental Power International, PD 16-17.060

AGREEMENT FOR INMATE DENTAL EXAMINATIONS

THIS AGREEMENT is entered into by and between Escambia County, a political subdivision of the State of Florida, with administrative offices at 221 Palafox Place, Pensacola, FL 32502, and Dental Power International, Inc., FEI/EIN 52-1341735, a for-profit corporation authorized to conduct business in the State of Florida, with a principal address of 205 Lloyd Street, Suite 101, Carrboro, NC 27510 (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, Escambia County, Florida, by and through its Department of Corrections (hereinafter referred to as the "County") oversees the operations of the Escambia County Jail facilities and provides for the health and safety of the County's inmate population; and

WHEREAS, on August 14, 2017, the County issued an Invitation to Bidders (P.D. 16-17.060) seeking a contractor to provide dental examinations at the Escambia County Jail (2935 North L Street, Pensacola, FL) for the County's inmate population; and

WHEREAS, the Contractor submitted a bid demonstrating that the Contractor is the most responsive and responsible bidder proposing to render dental services to Escambia County inmates: and

WHEREAS, the County and Contractor desire to enter into this agreement setting forth the terms whereby Contractor shall provide dental services for Escambia County inmates.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein and other good and valuable consideration, the parties 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 upon the date last executed and continue for a term of twelve (12) months with an option to renew for two (2) successive one (1) year periods. In no event shall the term of this agreement exceed the duration of three (3) years from the date of commencement.

3. Scope of Services. Contractor agrees to perform dental services in accordance with the scope of services as outlined in Escambia County's *Invitation to Bidders, Annual Inmate Dental Exams – In Facility, Specification No. P.D. 16-17.060*, attached hereto as **Exhibit A**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail. Additional emergency services may be requested by the County on an as-needed basis during emergency events such as hurricanes and other natural disasters.

4. Compensation. County shall pay Contractor at a rate of $749.75 per month for the satisfactory performance of five (5) hours of dental services at the Escambia County Jail. Upon the County's request, additional dental services may be provided per month at a rate of $149.95 per hour. Only those additional services specifically authorized by the County in writing shall be compensated.

5. Method of Payment/Billing. Contractor may request payment from County on a monthly basis by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of goods/services received and accepted with appropriate supporting documentation. 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.

6. Coordination of Care. Contractor agrees to provide records and any necessary information for continuity of care purposes when referrals are made to outside providers. With client consent, Contractor agrees to provide appropriate records and treatment plans to Health Services staff when patients are released from care or the course of treatment has been completed.

7. 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.

8. Equipment. The County shall provide a dental assistant and dental tools and materials as needed to perform said dental services. It is understood and agreed, however, that the County shall not be obligated to provide Contractor with any additional equipment or other support staff. The Contractor shall bear responsibility, at the Contractor's sole cost and expense, to provide any such equipment and support staff as may be required for the performance of this Agreement.

9. Termination. Either party may terminate this Agreement prior to expiration of the term with or without cause upon 30 days written notice to the other party. In the event of termination by either party as provided herein, the Contractor shall be paid for any services provided through the date of termination.

10. Indemnification. Contractor shall indemnify, defend and hold harmless Escambia County and its officers, directors, employees, successors, and assigns from and against any and all liability, loss, actions, claims, or demands incurred by or asserted against Escambia County as a result of or arising from breach of the terms of this Agreement or related to the services provided by Contractor under this Agreement; provided that such liability, loss, action, claim, or demand is not proven to result from Escambia County's intentional misconduct or negligence.

11. Insurance. During the term of this Agreement, Contractor shall procure and maintain, at its sole expense, the following insurance:

(a) Commercial General Liability, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.
(b) Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.
(c) Professional Liability/Malpractice with $1,000,000 per occurrence minimum limit.
(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease.

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.

Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies except Workers' Compensation. Certificates of Insurance shall be provided to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

12. 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: Dental Power International, Inc.
Attention: President
205 Lloyd Street, Suite 101
Carrboro, NC 27510

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.

13. 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.

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.

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

15. 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.

16. 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.

17. 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.

18. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

COUNTY:
BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Witness

By: _____
Jack R. Brown, County Administrator

Witness

BCC Approved: 12/6/17

CONTRACTOR: DENTAL POWER INTERNATIONAL, INC.

ATTEST:

_____
Vice President

By: _____
Corporate Secretary

Date: 11/3/2017

(SEAL)

Approved as to form and legal sufficiency.

By/Title: _____
Date: 10/13/17

ESCAMBIA COUNTY
FLORIDA

INVITATION TO BIDDERS

ANNUAL INMATE DENTAL EXAMS – IN FACILITY

SPECIFICATION NUMBER PD 16-17.060
BIDS WILL BE RECEIVED UNTIL: 3:00 p.m., CDT, September 5, 2017

Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32591-1591

Board of County Commissioners

Douglas Underhill, Chairman
Jeff Bergosh, Vice-Chairman
Steven Barry
Lumon J. May
Grover Robinson IV

From:
Paul R. Nobles
Purchasing Manager

Assistance:
Emily D. Weddington, CPPB
Purchasing Specialist
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Tel: (850) 595-4987
Email: edweddington@myescambia.com

SPECIAL ACCOMMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY).

NOTICE

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.

A. General Service Description/Purpose

The purpose of this Invitation to Bid is to establish an agreement to provide Escambia County Jail Division with a Dentist who will come into the facility monthly to provide annual oral examinations for the inmate population as mandated by the National Coalition on Correctional Healthcare.

It is anticipated that services will not exceed 5 hours per month.

B. Contractor's Responsibilities

1. CONTRACTOR will provide the following services at the Escambia County Jail (2935 North L Street, Pensacola, FL 32501).

   a) The CONTRACTOR will train qualified healthcare professionals in completing oral screenings for all inmates annually.

   b) The CONTRACTOR will perform oral examinations on inmates within 12 months of the inmate's admission to the Escambia County Jail.

2. CONTRACTOR will maintain all licenses and credentials as required by the State of Florida to perform the outlined screenings/examinations.

3. CONTRACTOR will be scheduled part time during normal business hours.

C. Facility's Responsibilities

1. The facility will provide, at its expense, a dental assistant to support the needs of the CONTRACTOR.

2. The facility will provide the CONTRACTOR with dental tools and materials as needed to complete the screenings/examinations.

D. Service Locations and Service Times

Service will be provided at the Escambia County Jail, 2935 North L Street, Pensacola, Florida 32501. All services shall be performed between the hours of 8:00 and 15:30, Monday through Friday, excluding Escambia County holidays.

E. Definitions

1. Oral Screening: visual observation of the teeth and gums and notation of any obvious or gross abnormalities requiring immediate referral to a dentist.

2. Oral Examination: performed by a dentist and includes taking or reviewing the patient's oral history, an extraoral head and neck examination, charting of teeth, and examination of the hard and soft tissue of the oral cavity with a mouth mirror, explorer and adequate illumination.

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850)595-4805.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Bidder Solicitation, Offer and Bid Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

Bid Information See Home Page URL: http://www.myescambia.com/our-services/purchasing
Click on **SOLICITATIONS**

1. **Sealed Solicitations**
2. **Execution of Solicitation**
3. **No Offer**
4. **Solicitation Opening**
5. **Prices, Terms and Payment**
   - 5.01 **Taxes**
   - 5.02 **Discounts**
   - 5.03 **Mistakes**
   - 5.04 **Condition and Packaging**
   - 5.05 **Safety Standards**
   - 5.06 **Invoicing and Payment**
   - 5.07 **Annual Appropriations**
6. **Additional Terms and Conditions**
7. **Manufacturers' Name and Approved Equivalents**
8. **Interpretations/Disputes**
9. **Conflict of Interest**
   - 9.01 **County Procedure on Acceptance of Gifts**
   - 9.02 **Contractors Required to Disclose any Gift Giving**
   - 9.03 **Gratuities**
10. **Awards**
11. **Nonconformance to Contract Conditions**
12. **Inspection, Acceptance and Title**
13. **Governmental Restrictions**
14. **Legal Requirements**
15. **Patents and Royalties**
16. **Price Adjustments**
17. **Cancellation**
18. **Abnormal Quantities**
19. **Advertising**
20. **Assignment**
21. **Liability**
22. **Facilities**
23. **Distribution of Certification of Contract**

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS
The following General Terms and Conditions are incorporated by reference (continued).

24. **The Successful Bidder(s) must Provide**
25. **Addition/deletion of Items**
26. **Ordering Instructions**
27. **Public Records**
28. **Delivery**
29. **Samples**
30. **Additional Quantities**
31. **Service and Warranty**
32. **Default**
33. **Equal Employment Opportunity**
34. **Florida Preference**
35. **Contractor Personnel**
36. **Award**
37. **Uniform Commercial Code**
38. **Contractual Agreement**
39. **Payment Terms/Discounts**
40. **Improper Invoice; Resolution of Disputes**
41. **Public Entity Crimes**
42. **Suspended and Debarred Vendors**
43. **Drug-Free Workplace Form**
44. **Information Sheet for Transactions and Conveyances**
45. **Copies**
46. **License and Certifications** - For access to the 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 judgment is from the lowest and most responsible and responsive offeror(s).

Instructions to Offerors

1. **General Information**

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

Specification Number PD 10-11.060, "Annual Inmate Dental Exams – In Facility", Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The following policy will apply to all methods of source selection:

2. **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.

3. **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.

4. **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.

5. **Scope of Work Summary**

Escambia County is seeking to establish an agreement with a responsible and reliable vendor to provide Escambia County Jail Division with a Dentist who will come into the facility monthly to provide annual oral examinations for the inmate population as mandated by the National Coalition on Correctional Healthcare.

6. **Procurement Questions**

Questions shall be directed to Emily D. Weddington, CPPB, Purchasing Specialist, (850) 595-4987, edweddington@myescambia.com no later than 5:00 p.m., CDT, August 24, 2017.

7. **Bid**

This Solicitation contains a Solicitation, Offer, and Bid Form which shall be submitted in a sealed envelope, with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.

The Bidders Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

8. **Payment**

Payment for accepted services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

9. **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 with two (2) options for twelve (12) month extensions for a total of three (3) years. 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.

C. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

10. **Price Adjustment**

The contract resulting from this Solicitation may include provisions for twelve (12) months, price adjustments. Written request for price adjustment may be made every twelve (12) months, no less than 30 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the vendor. All price adjustments shall be reviewed by the County's designated representative. If an adjustment in price is approved, it shall be accomplished by written amendment to this contract and approved by the Board of County Commissioners.

11. **Changes - Service Contracts**

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

A. Description of services to be performed.
B. Time of performance (i.e., hours of the day, days of the week, etc.).
C. Place of performance of the services.

If additional work or other changes are required in the areas described above, an offer will be requested from the contractor. Upon negotiation of the offer, execution and receipt of the change order, the contractor shall commence performance of the work as specified.

The contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the Office of Purchasing. If the contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

12. **Licenses, Certifications, Registrations**

The offeror shall at any time of bid/proposal 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/proposal submission; and, the offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

13. **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. 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.

14. **Award**

Award shall be made on an "all-or-none total" basis.

15. **Termination (Services)**

The Contract Administrator shall notify the Office of Purchasing of unsatisfactory performance and/or deficiencies in service that remain unresolved or recurring. The Office of Purchasing shall notify the contractor, in writing, of such unresolved or recurring deficiencies within five (5) working days of notification by the Contract Administrator.

Upon the third such written notification of unsatisfactory performance and/or deficiencies to the contractor by the Office of Purchasing within a four (4) month period; or the sixth such notification within any contract term, shall result in issuance of written notice of immediate contract termination to the contractor by the Office of Purchasing. Such termination may also result in suspension or debarment of the contractor.

16. **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.)

Insurance Requirements

17. **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.

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.

Professional and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the professional 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.

Professional Liability/Malpractice

The contractor shall purchase and maintain professional liability or malpractice insurance with minimum limits of $1,000,000 per occurrence.

If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (erp) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

Excess or Umbrella Liability Coverage (If utilized to achieve required policy limits.)

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Include a reference to the project and the Office of Purchasing number.

2. Disclose any self-insured retentions in excess of $1,000.

3. 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) 595-4805

4. 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.

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.

18. **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.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17191 **County Administrator's Report 13. 4.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/05/2019
Issue: Residential Rehab Grant Program Funding and Lien Agreements
From: CLARA LONG, Acting Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements - Clara Long, Interim Neighborhood & Human Services Department Director

That the Board ratify the following December 5, 2019, 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 six Residential Rehab Grant Program Funding and Lien Agreements:

1. The Agreements between Escambia County CRA and Chad and Catherine Anderson, owners of residential property located at 3 Glendower Court, Warrington Redevelopment District, each in the amount of $6,000, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement roof and central heating and air conversion;

2. The Agreements between Escambia County CRA and Tommy Hardin, Sr., owner of residential property located at 203 Crescent Drive, Palafox Redevelopment District, each in the amount of $6,000, representing an in-kind match through the Palafox Tax Increment Financing (TIF), Fund 151, Cost Center 370115, replacement roof;

3. The Agreements between Escambia County CRA and Viner S. and Robert A. Lewis, owners of residential property located at 24 Archer Avenue, Englewood Redevelopment District, each in the amount of $3,700, representing an in-kind match through the Englewood Tax Increment Financing (TIF), Fund 151, Cost

Center 370117, central heating and air system conversion;

4. The Agreements between Escambia County CRA and Marian F. Phillips, owner of residential property located at 25 Audusson Avenue, Barrancas Redevelopment District, each in the amount of $6,000, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, replacement windows;

5. The Agreements between Escambia County CRA and Evan E. Scott, owner of residential property located at 18 Archer Avenue, Englewood Redevelopment District, each in the amount of $2,652, representing an in-kind match through the Englewood Tax Increment Financing (TIF), Fund 151, Cost Center 370117, replacement windows;

6. The Agreements between Escambia County CRA and Alain P. Vachon and Donna T. Englehart, owners of residential property located at 502 East Sunset Avenue, Warrington Redevelopment District, each in the amount of $3,975, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement roof; and

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

BACKGROUND:

The intent of the matching Grant program is to promote private investment which will upgrade the appearance, property values, and economic activity for residential properties within the designated CRA areas. A rendering of each project is attached.

On December 5, 2019, at 9:00 a.m., a CRA meeting was convened to consider approval of the various agenda items.

BUDGETARY IMPACT:

Funding for the Grants will be provided as follows: 1. Chad and Catherine Anderson, Warrington TIF, Cost Center 370114, in the amount of $6,000;
2. Tommy Hardin, Sr., Palafox TIF, Cost Center 370115, in the amount of $6,000;
3. Viner S. and Robert A. Lewis, Englewood TIF, Cost Center 370117, in the amount of $3,700;
4. Marian F. Phillips, Barrancas TIF, Cost Center 370116, in the amount of $6,000;
5. Evan E. Scott, Englewood TIF, Cost Center 370117, in the amount of $2,652; and
6. Alain P. Vachon and Donna T. Englehart, Warrington TIF, Cost Center 370114, in the amount of $3,975.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Funding and Lien Agreements were reviewed and approved as to form and legal sufficiency by the County Attorney's Office.

PERSONNEL:

Neighborhood & Human Services/Community Redevelopment Agency (NHS/CRA) staff will handle these Grant awards.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required for disbursement of funds to all private individuals or outside agencies.

IMPLEMENTATION/COORDINATION:

NHS/CRA staff, in coordination with the property owner, handles all implementation tasks. NHS/CRA staff will monitor the work in progress and will be responsible for compiling the necessary documentation prior to the Grant award.

Attachments

Agreement_3 Glendower Court_December2019
Agreement_203 Crescent Drive_December2019
Agreement_24 Archer Avenue-December2019
Agreement_25 Audusson Avenue_December2019
Agreement_18 Archer Avenue_December2019
Agreement_502 East Sunset Avenue_December2019

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **5th** day of **December 2019,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Chad and Catherine Anderson,** (the "Recipient(s)"), owner of residential property located at **3 Glendower Court,** Pensacola, Florida, **32507**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the total amount of **$6,000**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.

3. In-Kind Match: The Recipient shall provide matching funds in the total amount of **$6,000**, which shall be comprised of a cash contribution of **$6,000**.

4. Project: The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.

5. Term: The work to be performed for the Project shall commence after the **5th** day of **December 2019**, and the Project shall be complete on or before the **5th** day of **March 2020**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Max Rogers, AICP
Development Program Manager
Neighborhood and Human Services Dept.
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, Florida 32502

Recipient(s):
Chad and Catherine Anderson
3 Glendower Court
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By: _____
Steven Barry, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipients:

_____
Chad Anderson, Property Owner

_____
Catherine Anderson, Property Owner

Approved as to form and legal sufficiency.

By/Title: _____
Date: 10/28/19

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 1st day of November, 2019 by Chad Anderson, Property Owner. He (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 1st day of November, 2019 by Catherine Anderson, Property Owner. She (__) is personally known to me or (___) has produced FL Drivers Lic as identification.

_____
Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

(Notary Seal) MAXWELL ROGERS
Notary Public - State of Florida
Commission # GG 137287
My Comm. Expires Dec 18, 2021
Bonded through National Notary Assn.

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Chad and Catherine Anderson**
Property Address: **3 Glendower Court, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Replacement roof and central heating and air conversion.

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Chad and Catherine Anderson Husband and Wife	**3 Glendower Court Pensacola, FL 32507**	**50-2S-30-6090-171-010**

Total Amount of Lien **$6,000**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient(s):

Chad Anderson, Property Owner

Catherine Anderson, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 1st day of November, 2019 by Chad Anderson, Property Owner. He (__) is personally known to me or (___) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 1st day of November, 2019 by Catherine Anderson, Property Owner. She (__) is personally known to me or (___) has produced FL Drivers Lic as identification.

Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

(Notary Seal)

MAXWELL ROGERS
Notary Public - State of Florida
Commission # GG 137287
My Comm. Expires Dec 18, 2021
Bonded through National Notary Assn.

For: **Board of County Commissioners of Escambia County**

By: _____
Steven Barry, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: _____
Date: 10/28/19

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502

Before (photo taken 10/25/19)

Replacement roof

3 Glendower Court – Chad and Catherine Anderson

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **5th** day of **December 2019,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Tommy Hardin, Sr.**, (the "Recipient"), owner of residential property located at **203 Crescent Drive,** Pensacola, Florida, **32503**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the total amount of **$6,000**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.

3. In-Kind Match: The Recipient shall provide matching funds in the total amount of **$6,000**, which shall be comprised of a cash contribution of **$6,000**.

4. Project: The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.

5. Term: The work to be performed for the Project shall commence after the **5th** day of **December 2019**, and the Project shall be complete on or before the **5th** day of **March 2020**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents

for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Megan Polk
Development Program Manager
Neighborhood and Human Services Dept.
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, Florida 32502

Recipient:
Tommy Hardin, Sr.
203 Crescent Drive
Pensacola, Florida 32503

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By: _____
Steven Barry, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient:

_____
Tommy Hardin, Sr., Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 25th day of October, 2019 by Tommy Hardin, Sr., Property Owner. He (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

(Notary Seal)

MAXWELL ROGERS
Notary Public – State of Florida
Commission # GG 137287
My Comm. Expires Dec 18, 2021
Bonded through National Notary Assn.

_____
Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

Approved as to form and legal sufficiency.

By/Title: _____
Date: 10/15/19

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Tommy Hardin, Sr.**
Property Address: **203 Crescent Drive, Pensacola, Florida, 32503**

The "Project" includes the following improvement to the above referenced property:

Replacement Roof.

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Tommy Hardin, Sr.	**203 Crescent Drive**	**00-2S-00-9025-001-341**
A Single Widowed Man	**Pensacola, Florida 32503**	

Total Amount of Lien **$6,000**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

Tommy Hardin

Tommy Hardin, Sr., Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 25th day of October, 2019 by Tommy Hardin, Sr., Property Owner. He (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

Signature of Notary Public

MAXWELL ROGERS

Printed Name of Notary Public

(Notary Seal) MAXWELL ROGERS
Notary Public - State of Florida
Commission # GG 137287
My Comm. Expires Dec 18, 2021
Bonded through National Notary Assn.

For: **Board of County Commissioners of Escambia County**

By: _____

Steven Barry, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: _____

Date: 10/18/19

This instrument prepared by:
Megan Polk, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502

Before (taken 10/22/2019)

Roof Replacement

203 Crescent Avenue – Tommy Hardin, Sr.

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **5th** day of **December 2019,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Viner S. and Robert A. Lewis,** (the "Recipient"), owner of residential property located at **24 Archer Avenue,** Pensacola, Florida, **32505**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the total amount of **$3,700**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.

3. In-Kind Match: The Recipient shall provide matching funds in the total amount of **$3,700**, which shall be comprised of a cash contribution of **$3,700**.

4. Project: The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.

5. Term: The work to be performed for the Project shall commence after the **5th** day of **December 2019**, and the Project shall be complete on or before the **5th** day of **March 2020**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Megan Polk
Development Program Manager
Neighborhood and Human Services Dept.
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, Florida 32502

Recipient:
Viner S. and Robert A. Lewis
24 Archer Avenue
Pensacola, Florida 32505

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By: _____
Steven Barry, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient:

_____
Viner S. Lewis, Property Owner

_____
Robert A. Lewis, Property Owner

Approved as to form and legal sufficiency.

By/Title: _____
Date: 10/25/19

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 24th day of October, 2019 by Viner S. Lewis, Property Owner. She (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 24th day of October, 2019 by Robert A. Lewis, Property Owner. He (__) is personally known to me or (✓) has produced FL Drivers Lic as identification

(Notary Seal)

MAXWELL ROGERS
Notary Public - State of Florida
Commission # GG 137287
My Comm. Expires Dec 18, 2021
Bonded through National Notary Assn.

_____
Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Viner S. and Robert A. Lewis**
Property Address: **24 Archer Avenue, Pensacola, Florida, 32505**

The "Project" includes the following improvement to the above referenced property:

Central Heat & Air System Conversion.

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Viner S. Lewis and Robert A. Lewis Husband and Wife	**24 Archer Avenue Pensacola, Florida 32505**	**16-2S-30-4000-240-002**

Total Amount of Lien **$3,700**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

Viner S. Lewis

Viner S. Lewis, Property Owner

Robert A. Lewis

Robert A. Lewis, Property Owner

STATE OF FLORIDA

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 24th day of October, 2019 by Viner S. Lewis, Property Owner. She (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 24th day of October, 2019 by Robert A. Lewis, Property Owner. He (__) is personally known to me or (✓) has produced FL Drivers Lic as identification

(Notary Seal)

MAXWELL ROGERS
Notary Public - State of Florida
Commission # GG 137287
My Comm. Expires Dec 18, 2021
Bonded through National Notary Assn.

Signature of Notary Public

MAXWELL ROGERS

Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: _____

Steven Barry, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: _____

Date: 10/23/19

This instrument prepared by:
Megan Polk, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502

Before (taken 10/22/2019)

Central Heating & Air System Conversion

24 Archer Avenue – Robert & Viner Lewis

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **5th** day of **December 2019,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Marian F. Phillips** (the "Recipient"), owner of residential property located at **25 Audusson Avenue,** Pensacola, Florida, **32507**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **$6,000**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.

3. In-Kind Match: The Recipient shall provide matching funds in the total amount of **$6,000** which shall be comprised of a cash contribution of **$6,000**.

4. Project: The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.

5. Term: The work to be performed for the Project shall commence after the **5th** day of **December 2019**, and the Project shall be complete on or before the **5th** day of **March 2020**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents

for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Sherry Duffey
Development Program Manager
Neighborhood and Human Services Dept.
Community Redevelopment Agency
221 Palafox Place
Pensacola, Florida 32502

Recipient:
Marian F. Phillips
25 Audusson Avenue
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By: _____
Lumon J. May, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient:

Marian F Phillips
Marian F. Phillips, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 5th day of November, 2019 by Marian F. Phillips, Property Owner. She (__) is personally known to me or (✓) has produced FL DL exp. 11-21-23 as identification.

Sherry Duffey
Signature of Notary Public

(Notary Seal)

Sherry Duffey
Printed Name of Notary Public

SHERRY A DUFFEY
MY COMMISSION # FF942753
EXPIRES December 10, 2019
(407) 398-0153 FloridaNotaryService.com

Approved as to form and legal sufficiency.

By/Title: _____
Date: 11/4/19

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Marian F. Phillips**
Property Address: **25 Audusson Avenue, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Replacement Windows

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Marian F. Phillips **A Single Woman**	**25 Audusson Avenue** **Pensacola, FL 32507**	**59-2S-30-1000-015-019**

Total Amount of Lien **$6,000**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

Marian F. Phillips

Marian F. Phillips, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 5th day of November, 2019 by Marian F. Phillips, Property Owner. She (__) is personally known to me or (✓) has produced FL DL exp. 11-21-23 as identification.

Signature of Notary Public

(Notary Seal)

Sherry Duffey

Printed Name of Notary Public

SHERRY A DUFFEY
MY COMMISSION # FF942753
EXPIRES December 10, 2019
(407) 398-0153 FloridaNotaryService.com

For: **Board of County Commissioners of Escambia County**

By: _____

Lumon J. May, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: _____

Date: 11/4/19

This instrument prepared by:
Sherry Duffey, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Before (taken 10/29/2019)

Replacement Windows

25 Audusson Avenue – Marian F. Phillips

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **5th** day of **December 2019,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Evan E. Scott,** (the "Recipient"), owner of residential property located at **18 Archer Avenue,** Pensacola, Florida, **32505**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the total amount of **$2,652**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.

3. In-Kind Match: The Recipient shall provide matching funds in the total amount of **$2,652**, which shall be comprised of a cash contribution of **$2,652**.

4. Project: The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.

5. Term: The work to be performed for the Project shall commence after the **5th** day of **December 2019**, and the Project shall be complete on or before the **5th** day of **March 2020**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Megan Polk
Development Program Manager
Neighborhood and Human Services Dept.
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, Florida 32502

Recipient:
Evan E. Scott
18 Archer Avenue
Pensacola, Florida 32505

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By: _____
Steven Barry, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

Approved as to form and legal sufficiency.
By/Title: _____
Date: 10/18/19

For Recipient:

Eva Scott
_____
Evan E. Scott, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 23rd day of October, 2019 by Evan E. Scott, Property Owner. He (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

Notary Seal

MAXWELL ROGERS
Notary Public - State of Florida
Commission # GG 137287
My Comm. Expires Dec 18, 2021
Bonded through National Notary Assn.

_____
Signature of Notary Public

MAXWELL ROGERS
_____
Printed Name of Notary Public

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Evan E. Scott**
Property Address: **18 Archer Avenue, Pensacola, Florida, 32505**

The "Project" includes the following improvement to the above referenced property:

Replacement Windows

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Evan E. Scott	**18 Archer Avenue**	**16-2S-30-4000-270-002**
A Single Man	**Pensacola, Florida 32505**	

Total Amount of Lien **$2,652**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

Evan Scott

Evan E. Scott, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 23rd day of October, 2019 by Evan E. Scott, Property Owner. He (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

Signature of Notary Public

MAXWELL ROGERS

Printed Name of Notary Public

(Notary Seal) MAXWELL ROGERS
Notary Public – State of Florida
Commission # GG 137287
My Comm. Expires Dec 18, 2021
Bonded through National Notary Assn.

For: **Board of County Commissioners of Escambia County**

By: _____

Steven Barry, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: _____

Date: 10/15/19

This instrument prepared by:
Megan Polk, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502

Before (taken 10/10/2019)

Replacement Windows

18 Archer Avenue – Evan Scott

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **5th** day of **December 2019,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Alain P. Vachon and Donna T. Englehart,** (the "Recipient(s)"), owner of residential property located at **502 East Sunset Avenue,** Pensacola, Florida, **32507**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the total amount of **$3,975**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.

3. In-Kind Match: The Recipient shall provide matching funds in the total amount of **$3,975**, which shall be comprised of a cash contribution of **$3,975**.

4. Project: The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.

5. Term: The work to be performed for the Project shall commence after the **5th** day of **December 2019**, and the Project shall be complete on or before the **5th** day of **March 2020**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts

documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Max Rogers, AICP
Development Program Manager
Neighborhood and Human Services Dept.
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, Florida 32502

Recipient(s):
Alain P. Vachon and
Donna T. Englehart
502 East Sunset Avenue
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By: _____
Steven Barry, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipients:

_____
Alain P. Vachon, Property Owner

_____
Donna T. Englehart, Property Owner

Approved as to form and legal sufficiency.

By/Title: _____
Date: 10/25/19

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 29th day of October, 2019 by Alain P. Vachon, Property Owner. He (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 29th day of October, 2019 by Donna T. Englehart, Property Owner. She (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

(Notary Seal)

MAXWELL ROGERS
Notary Public - State of Florida
Commission # GG 137287
My Comm. Expires Dec 18, 2021
Bonded through National Notary Assn.

_____
Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Alain P. Vachon and Donna T. Englehart**
Property Address: **502 East Sunset Avenue, Pensacola, Florida 32507**

The "Project" includes the following improvement to the above referenced property:

Replacement roof.

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Alain P. Vachon and Donna T. Englehart Husband and Wife	**502 East Sunset Avenue Pensacola, FL 32507**	**50-2S-30-7050-430-009**

Total Amount of Lien **$3,975**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient(s):

Alain P. Vachon, Property Owner

Donna T. Englehart, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 29th day of October, 2019 by Alain P. Vachon, Property Owner. He (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 29th day of October, 2019 by Donna T. Englehart, Property Owner. She (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

(Notary Seal)

MAXWELL ROGERS
Notary Public - State of Florida
Commission # GG 137287
My Comm. Expires Dec 18, 2021
Bonded through National Notary Assn.

For: **Board of County Commissioners of Escambia County**

By: _____
Steven Barry, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title:
Date: 10/28/19

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502

Before (photo taken 10/25/19)

Replacement roof

502 East Sunset Road – Alain P. Vachon and Donna T. Englehart

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17204 **County Administrator's Report 13. 5.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/05/2019
Issue: FDEP Grant Agreement No. DH006 Carpenter Creek Headwater Water Quality Improvements
From: Chips Kirschenfeld, Director
Organization: Natural Resources
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Florida Department of Environmental Protection Grant Agreement No. DH006, in the Amount of $1,599,600, for the Carpenter Creek Headwater Water Quality Improvements Project - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board take the following action concerning the award of Florida Department of Environmental Protection Grant Agreement No. DH006 for the Carpenter Creek Headwater Water Quality Improvements Project:

A. Approve the award of DEP Grant Agreement No. DH006, in the amount of $1,599,600, for the design, permitting, construction, and property acquisition of the Carpenter Creek Headwater Water Quality Improvements Project;

B. Authorize the Chairman to sign the Agreement and any future amendments related to no-cost time extensions, subject to Legal review and sign-off, without further action of the Board; and

C. Authorize staff to begin property acquisition due diligence associated with a parcel located at 725 East Olive Road as identified in the Grant Agreement.

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

Paragraph 23(d) of Attachment 1 states, "Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County."

[Funding: Fund 118, Gulf Coast Restoration Fund, new cost center to be determined at time of SBA approval. No local match required]

This project is located in Commission Districts 3 and 4.

NON-ADA COMPLIANT DOCUMENT TO BE DISTRIBUTED UNDER SEPARATE COVER:

- State of Florida Department of Environmental Protection Standard Grant Agreement (DH006) for the Carpenter Creek Headwater Water Quality Improvements Project

BACKGROUND:

The Natural Resource Damage Assessment (NRDA) Florida Trustee Implementation Group (TIG) has included the Carpenter Creek Headwater Water Quality Improvements Project within Florida's Final Restoration Plan. The project will reduce pollutant loading and hydrologic degradation in this urban watershed. The project includes restoration of County-owned 2.6-acre wetland; acquisition of 6 acres of land for construction of a stormwater treatment facility; and construction of a stormwater treatment facility to capture and treat stormwater that flows off Olive Road into Carpenter Creek, which ultimately flows into Bayou Texar. The restored wetland will improve habitats and species that depend on wetland habitats, stabilize the soils, and reduce erosion and sediment loading into Carpenter Creek. The project is a companion to the Carpenter Creek Headwater Park recreational project, and both are part of the RESTORE Act Direct Component (Pot 1) funded Carpenter Creek and Bayou Texar Watershed Management Plan.

BUDGETARY IMPACT:

Funding: Fund 118, Gulf Coast Restoration Fund, new cost center to be determined at time of SBA approval. No local match required.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Senior Assistant County Attorney, has reviewed and provided legal sign-off of DEP Agreement No. DH006.

PERSONNEL:

No additional impact on personnel associated with this Recommendation.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Policy II.B.8.

IMPLEMENTATION/COORDINATION:

Department of Natural Resources Management staff will coordinate with DEP staff to implement the project.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17205 **County Administrator's Report 13. 6.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/05/2019
Issue: FDEP Grant Agreement No. DH012 Carpenter Creek Headwater Park Amenities
From: Chips Kirschenfeld, Director
Organization: Natural Resources
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Florida Department of Environmental Protection Grant Agreement No. DH012, in the Amount of $423,120, for the Carpenter Creek Headwater Water Park Amenities Project - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board take the following action concerning the award of Florida Department of Environmental Protection Grant Agreement No. DH012 Carpenter Creek Headwater Park Amenities Project:

A. Approve the award of DEP Grant Agreement No. DH012, in the amount of $423,120.00, for the design, permitting, and construction of the Carpenter Creek Headwater Park Amenities Project; and

B. Authorize the Chairman to sign the Agreement and any future amendments related to no-cost time extensions, subject to Legal review and sign-off, without further action of the Board.

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

Paragraph 23(d) of Attachment 1 states, "Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County."

[Funding: Fund 118, Gulf Coast Restoration Fund, new cost center to be determined at time of SBA approval. No local match required]

This project is located in Commission Districts 3 and 4.

NON-ADA COMPLIANT DOCUMENT TO BE DISTRIBUTED UNDER SEPARATE COVER:

- State of Florida Department of Environmental Protection Standard Grant Agreement (HD012) for the Carpenter Creek Headwater Park Amenities Project

BACKGROUND:

The Natural Resource Damage Assessment (NRDA) Florida Trustee Implementation Group (TIG) has included the Carpenter Creek Headwater Park Amenities Project within Florida's Final Restoration Plan. The project will provide and enhance recreational opportunities through the construction of a public park at the headwaters of Carpenter Creek. The project is a companion to a NDRA water quality improvement project, both of which are part of the RESTORE Act Direct Component (Pot 1) funded Carpenter Creek and Bayou Texar Watershed Management Plan. The project will enhance public access by providing a new recreational opportunity in an area with no current recreational access. The trail and paddle-craft launch will allow users to access the lake feature of the creek, a result of a series of beaver dams. The new parking area will also enhance public access to the area. The passive recreation area will feature tables and benches to allow users to enjoy the park views while maintaining the native tree canopy. The educational signage will enhance awareness of the restoration efforts and importance of the creek and watershed.

BUDGETARY IMPACT:

Funding: Fund 118, Gulf Coast Restoration Fund, new cost center to be determined at time of SBA approval. No local match required.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Senior Assistant County Attorney, has reviewed and provided legal sign-off of DEP Agreement No. DH012.

PERSONNEL:

No additional impact on personnel associated with this Recommendation.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Policy II.B.8.

IMPLEMENTATION/COORDINATION:

Department of Natural Resources Management staff will coordinate with DEP staff to implement the project.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17126 **County Administrator's Report 13. 7.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/05/2019
Issue: Approval to Issue Fiscal Year 2019-2020 Purchase Orders in Excess of $50,000
From: Chips Kirschenfeld, Director
Organization: Natural Resources
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Issuance of Fiscal Year 2019/2020 Purchase Orders, in Excess of $50,000, for the Department of Natural Resources Management - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board approve the issuance of blanket and/or individual Purchase Orders, in excess of $50,000, for the Fiscal Year 2019-2020, based upon previously-awarded Contracts, Contractual Agreements, or annual requirements as provided, for the Department of Natural Resources Management as follows:

Vendor/Contractor	Amount	Contract Number
Blue Arbor Staffing & Employee Screening, Inc. Vendor Number: 023818 Employment Services, Term Fund: 001 General Fund Cost Center 221001 - Water Quality Fund: 101 Restricted Fund Cost Centers: 220310 - Tree Fund Ordinance 220334 - Tree Mitigation 221018 - Nat'l Pollutant Discharge Fund: 108 Tourist Development Cost Center: 220805 Marine Resources Fund: 110 Other Grants and Projects	$180,000	Original Contract PD 17-18.055 Approved by BCC 8-2-2018 1st Renewal Through 8-17-2020 Approved by BCC 8-19-2019

Cost Centers: 221011 - Urban Forestry Grant 221026 - EPA Jackson Lake 221028 - NFWF Living Shoreline Fund: 117 Perdido Key Beach Mouse Fund Cost Center 220335 - Perdido Key Beach Mouse Fund: 118 Gulf Restoration Fund Cost Centers: 222002 - NFWF #45910 Bayou Chico 222004 - FWC15153 Artificial Reef 222007 - FDEP#RES04 Beach Haven II 222030 - RESTORE Planning Assistance		

BACKGROUND:

The issuance of these purchase orders provides funding for services and activities associated with various environmental Grants and programs by the Department of Natural Resources Management on behalf of the Board of County Commissioners, to the citizens of Escambia County for Fiscal Year 2020.

BUDGETARY IMPACT:

Funds are available in the Budget under Fund 001, General Fund, Cost Center 221001; Fund 101, Restricted Fund, Cost Centers 220310, 220334 and 221018; Fund 108, Tourist Development Fund, Cost Center 220805; Fund 110, Other Grants and Projects Fund, Cost Centers 221011, 221026, 221028; Fund 117, Perdido Key Beach Mouse, Cost Center 220335; Fund 118, Gulf Restoration Fund, Cost Centers 222002, 222004, 222007, and 222030.

LEGAL CONSIDERATIONS/SIGN-OFF:

Legal sign off was not required for this Recommendation.

PERSONNEL:

No additional County personnel are required to implement this Recommendation.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Department of Natural Resources Management has coordinated with the Office of Management and Budget, and will work with Purchasing Office Staff to prepare purchase orders as needed.

Attachments

PD17-18.055 Minutes of 08022018

PD17-18.055 Draft Minutes of 08152019

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

8. Recommendation: That the Board adopt the Resolution [R2018-84] approving Supplemental Budget Amendment #157, General Fund (001), in the amount of $28,568, to recognize the Sheriff's off-duty officer, auto repairs, investigative costs, and miscellaneous reimbursements/fees; and to appropriate these funds back into the Sheriff's Administrative Budget to offset operational expenses.

Motion: To approve Consent Agenda Items 1 through 15, with the exception of Item 12	
Made by: Commissioner Underhill	**Seconded:** Commissioner Robinson
Disposition: Carried unanimously	
Audio:	

9. Recommendation: That the Board award an Indefinite Quantity, Indefinite Delivery Contract for Temporary Labor Services for the Escambia County Board of County Commissioners, per Specification Number PD 17-18.055, to Blue Arbor, Inc., and JJW Services, Inc. D/B/A Accustaff, Inc., and authorize the County Administrator to sign the Agreement for Temporary Labor Services with Blue Arbor, Inc., and JJW Services, Inc. D/B/A Accustaff, Inc., for a period of 12 months, renewable for 2 additional 12-month periods, for a total of 36 months, in the approximate amount of $3,200,000 (projected Fiscal Year 2018-2019 Budget), per the following:

   A. Lot 1 - General Temporary Labor Services (Countywide) - Blue Arbor, Inc. - $2,500,000; effective upon award and execution of the Agreement;

   B. Lot 2 - Temporary Labor Services for the Bob Sykes Toll Collection - JJW Services, Inc. D/B/A Accustaff, Inc. - $410,000; effective September 01, 2018; and

   C. Lot 3 - Escambia County Youth Employment - Blue Arbor, Inc. - $300,000; effective at the beginning of the 2018-2019 Fiscal Year Budget.

(Continued on Page 21)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

9. Continued…

[Funding:

Lot 1:

- Building Inspections - Fund Code 406, Building Inspection Fund; Cost Center 250111, Building Inspections Admin; Object Code 53401, Other Contractual Services; $55,200.
- Community Affairs - Fund Code 352, Local Option Sales Tax (LOST) III; Cost Center 320201, Comm Svcs Administration; Object Code 53401, Other Contractual Services; $65,280.
- Community & Environment - Fund Code 129, CDBG Entitlement Funds; Cost Center 370232, 2018 CDBG Other; Object Code 53401, Other Contractual Services; $10,000.
- County Attorney - Fund Code 001, General Fund; Cost Center 110601, County Atty Admin; Object Code 53401, Other Contractual Services; $10,000.
- Facilities Management - Fund Code 001, General Fund; Cost Center 310202, Custodial; Object Code 53401, Other Contractual Services; $140,925.
- Library Services - Fund Code 113, Library Fund; Cost Center 110501, Operations; Object Code 53401, Other Contractual Services; $490,926.
- Public Safety - Fund Code 408, Emergency Medical Services; Cost Center 330603, EMS Billing Ops; Object Code 53401, Other Contractual Services; $25,077.76.
- Public Works Engineering - Fund Code 352, LOST III; Cost Center 210107, Transportation & Drainage; Object Code 53401, Other Contractual Services; $200,000.
- Public Works Engineering - Fund Code 353, LOST IV; Cost Center 210106,; Object Code 53401, Other Contractual Services; $200,000.
- Parks & Recreation - Fund Code 352, LOST III; Cost Center 360229; Object Code 53401, Other Contractual Services; $117,372.17.
- Development Services - Fund Code 116, Development Review Fee; Cost Center 211902, Development Engineering; Object Code 53401, Other Contractual Services; $60,000.
- Fund Code 001, General Fund; Cost Center 221001 Land Management Section; Object Code 53401, Other Contractual Services; $ 5,000.
- Fund Code 110, Other Grants & Projects; Cost Center 221011, Urban & Community Forestry; Object Code 53401, Other Contractual Services; $15,000.

(Continued on Page 22)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

9. Continued…

- Fund Code 108, Tourist Promotion; Cost Center 220805, 4th Cent Marine Recreation; Object Code 53401, Other Contractual Services; $8,000.
- Fund Code 102, Economic Development Fund; Cost Center 360704, Econ Dev Operating; Object Code 53401, Other Contractual Services; $35,000.
- Fund Code 101, Escambia County Restricted Fund; Cost Center 221018, Natural Pollutant Discharge System; Object Code 53401, Other Contractual Services; $5,000.
- Solid Waste - Fund Code 401, Solid Waste Fund; Cost Center 230301, Solid Waste Admin; Object Code 53401, Other Contractual Services; $15,000.
- Solid Waste - Fund Code 401, Solid Waste Fund; Cost Center 230304, Environmental Quality; Object Code 53401, Other Contractual Services; $8,000.
- Solid Waste - Fund Code 401, Solid Waste Fund; Cost Center 230306, Recycling; Object Code 53401, Other Contractual Services; $39,000.
- Solid Waste - Fund Code 401, Solid Waste Fund; Cost Center 230307, SW Transfer Station; Object Code 53401, Other Contractual Services; $58,000.
- Solid Waste - Fund Code 401, Solid Waste Fund; Cost Center 230314, SWM Operations; Object Code 53401, Other Contractual Services; $110,000.
- Santa Rosa Island - Fund Code 001, General Fund; Cost Center 211401, SRI Public Works; Object Code 53401, Other Contractual Services; $250,000.
- Board of County Commissioners - Fund Code 001, General Fund; Cost Center 110101, Board of County Commissioners; Object Code 53401, Other Contractual Services; $80,000.
- County Administrator - Fund Code 001, General Fund; Cost Center 110302, County Administrator's Office; Object Code 53401, Other Contractual Services; $8,000.

Lot 2: $410,000

Fund Number 167; Cost Center 140301; Object Code 53401, Other Contractual Services.

(Continued on Page 23)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

9. Continued…

Lot 3: $300,150

[Fund Number 001, General Fund; Cost Center 53000; Object Code 53401, Other Contractual Services]

Motion: To approve Consent Agenda Items 1 through 15, with the exception of Item 12	
Made by: Commissioner Underhill	**Seconded:** Commissioner Robinson
Disposition: Carried unanimously	
Audio:	

10. Recommendation: That the Board approve, and authorize the County Administrator to sign, the Agreement between Escambia County, Florida, and George A. Smith, M.D., per the terms and conditions of PD 17-18.034, Part-Time Physician Services, Escambia County Jail, for a term of 36 months, with an option to renew for two successive twelve-month periods, in the amount of $110 per hour, for the satisfactory performance of 20 or less hours per week of physician services at the Escambia County Jail. The annual contract amount for all services performed shall not exceed the maximum amount of $105,600 per year.

[Funding: Fund 001, General Fund, Cost Center 290402, Object Code 53101]

Motion: To approve Consent Agenda Items 1 through 15, with the exception of Item 12	
Made by: Commissioner Underhill	**Seconded:** Commissioner Robinson
Disposition: Carried unanimously	
Audio:	

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

15. Recommendation: That the Board approve the first of two one-year renewals for an Indefinite Quantity, Indefinite Delivery Contract for Temporary Labor Services for the Escambia County Board of County Commissioners, per the terms and conditions of PD 17-18.055, to Blue Arbor, Inc., and JJW Services, Inc. d/b/a Accustaff, Inc. The renewal is for the projected Fiscal Year 2019-2020, to commence on August 17, 2019, and end on August 17, 2020.

A. Lot 1 - General Temporary Labor Services (Countywide) - Blue Arbor, Inc. - effective upon award and execution of the Agreement;

B. Lot 2 - Temporary Labor Services for the Bob Sikes Toll Collection - JJW Services, Inc. D/B/A Accustaff, Inc. - effective August 17, 2019; and

C. Lot 3 - Escambia County Youth Employment - Blue Arbor, Inc. - effective at the beginning of the 2019-2020 Fiscal Year Budget.

For a period of 12 months, the Funding for Lots 1, 2, and 3 are as follows:

[Funding:

LOT 1:
Building Inspections - Fund Code 406, Building Inspection Fund; Cost Center 250111, Building Inspections Admin; Object Code 53401, Other Contractual Services; $55,200.00
Community Affairs - Fund Code 352, LOST III; Cost Center 320201, Comm Svcs Administration; Object Code 53401, Other Contractual Services; $65,280.00
Community & Environment - Fund Code 129, CDBG Entitlement Funds; Cost Center 370234, 2019 CDBG Admin; Object Code 53401, Other Contractual Services; $15,500.00
County Attorney - Fund Code 001, General Fund; Cost Center 110601, County Atty Admin; Object Code 53401, Other Contractual Services; $10,000.00
Facilities Management - Fund Code 001, General Fund; Cost Center 310202, Custodial; Object Code 53401, Other Contractual Services; $140,925.00
Library Services - Fund Code 113, Library Fund; Cost Center 110501, Operations; Object Code 53401, Other Contractual Services; $490,926.00
Public Safety - Fund Code 408, Emergency Medical Services; Cost Center 330603, EMS Billing Ops; Object Code 53401, Other Contractual Services; $25,077.76
Engineering Construction Management - Fund Code 352, LOST lll; Cost Center 210107, Construction Management; Object Code 56301, Other Contractual Services; $100,000.00

(Continued on Page 24)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

15. Continued…

Engineering Construction Management - Fund Code 353, LOST IV; Cost Center 210106, Construction Management; Object Code 56301, Other Contractual Services; $200,000.00
Engineering Construction Management - Fund Code 175, Transportation Trust Fund; Cost Center 211602, Construction Management; Object Code 53401, Other Contractual Services; $5,000.00
Engineering Construction Management - Fund Code 175, Transportation Trust Fund; Cost Center 211101, Construction Management; Object Code 53401, Other Contractual Services; $500.00
Engineering Transportation and Traffic - Fund Code 175, Transportation Trust Fund; Cost Center 211201, Transportation and Traffic; Object Code 53401, Other Contractual Services; $50,000.00
Parks & Recreation - Fund Code 353, LOST IV; Cost Center 350221; Object Code 53401, Other Contractual Services;
Development Services - Fund Code 116, Development Review; Cost Center 240302, Planning Development Rev; Object Code 53401, Other Contractual Services; $60,000.00
Natural Resources - Fund Code 001, General Fund; Cost Center 221001 Land Management Section; Object Code 53401, Other Contractual Services; $14,700.00
Fund Code 117, PK Beach Mouse Fund, Cost Center 220335, Object Code 53401, Other Contractual Services, Perdido Key Beach Mouse, Object Code 53401, Other Contractual Services; $25,000.00
Fund Code 110, Other Grants & Projects; Cost Center 221011, Urban & Community Forestry; Object Code 53401, Other Contractual Services; $15,000.00
Fund Code 108, Tourist Promotion; Cost Center 220805, 4th Cent Marine Recreation; Object Code 53401, Other Contractual Services; $8,000.00
Fund Code 101, Escambia County Restricted Fund; Cost Center 221018, Natural Pollutant Discharge System; Object Code 53401, Other Contractual Services; $14,700.00
Waste Services - Fund Code 401, Waste Services Fund; Cost Center 230301, Waste Services Admin; Object Code 53401, Other Contractual Services; $20,000.00
Waste Services - Fund Code 401, Waste Services Fund; Cost Center 230304, Environmental Quality; Object Code 53401, Other Contractual Services; $8,000.00
Waste Services - Fund Code 401, Waste Services Fund; Cost Center 230306, Recycling; Object Code 53401, Other Contractual Services; $47,000.00
Waste Services - Fund Code 401, Waste Services Fund; Cost Center 230307, SW Transfer Station; Object Code 53401, Other Contractual Services; $47,000.00

(Continued on Page 25)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

15. Continued…

Waste Services - Fund Code 401, Waste Services Fund; Cost Center 230314, SWM Operations; Object Code 53401, Other Contractual Services; $124,000.00
Santa Rosa Island - Fund Code 001, General Fund; Cost Center 211401, SRI Public Works; Object Code 53401, Other Contractual Services; $250,000.00
Board of County Commissioners - Fund Code 001, General Fund; Cost Center 110101, Board of County Commissioners; Object Code 53401, Other Contractual Services; $90,000.00
County Administrator - Fund Code 001, General Fund; Cost Center 110302, County Administrator's Office; Object Code 53401, Other Contractual Services; $18,000.00

Lot 2:
Fund Number 167, Bob Sikes Toll; Cost Center 140301; Object Code 53401, Other Contractual Services; $275,000.00

Lot 3:
Fund Number 001, General Fund; Cost Center 53000; Object Code 53401, Other Contractual Services; $300,150.00]

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Budget/Finance Consent Agenda Items 1 through 23, with the exception of Items 4, 11, 14, and 20, which were held for separate votes. CAR II-21 was also voted on separately.
Made by: Commissioner Underhill **Seconded by:** Commissioner Barry
Disposition: Carried 4-0, with Commissioner Bergosh absent

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17207 **County Administrator's Report 13. 8.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/05/2019
Issue: Agreement for Professional Staff Services for Small Quantity Generator Program
From: Pat Johnson, Department Director
Organization: Waste Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Agreement for Professional Staff Services for Small Quantity Generator Program - Patrick T. Johnson, Waste Services Department Director

That the Board take the following action concerning the Agreement for Professional Staff Services for Small Quantity Generator Program (SQG) by and between the Emerald Coast Regional Council (ECRC) and Escambia County, Florida:

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

B. Authorize the Chairman to sign the Agreement.

[Funding: Fund 401, Solid Waste Fund; Cost Center 230306, SW Recycling; Object Code 53101, Professional Services]

BACKGROUND:

Per Florida Statute 403.7225, Local hazardous waste management assessments-"… there is a need for identifying the amount, type, sources, and management of hazardous waste generated by small quantity generators in the state. There is also a need for facilitating responsible waste storage, transportation, volume reduction, recycling treatment, disposal, and the introduction of waste reduction opportunities to small quantity generators of hazardous waste. Responsible management of these wastes is imperative in order to protect the public health, safety, and welfare and the environment". Escambia County is required to conduct an annual Small Quantity Generator (SQG) Assessment and Verification Report

per Florida Statute.

BUDGETARY IMPACT:

Funding for this project is available in Fund 401, Solid Waste Fund; Cost Center 230306, SW Recycling; Object Code 53101, Professional Services.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin D. Hual, Senior Asistant County Attorney, has approved the Agreement as to form and legal sufficiency.

PERSONNEL:

Jim Howes, Waste Services Programs Manager will oversee the project for the County.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required for all Agreements with Escambia County.

IMPLEMENTATION/COORDINATION:

The Waste Services Department will coordinate with the West Florida Regional Planning Council once the Agreement has been executed.

Attachments

SQG Agreement_KH & Attachment

Florida Statutes

AGREEMENT FOR PROFESSIONAL STAFF SERVICES
FOR SMALL QUANTITY GENERATOR PROGRAM (SQG)

THIS AGREEMENT is entered into by and between the Emerald Coast Regional Council (hereinafter referred to as "ECRC"), a public agency created pursuant to §§186.501, et seq., Florida Statutes, and Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County").

I. PURPOSE. The purpose of the Agreement is to set forth the responsibilities of ECRC and County in performing the technical assistance functions and to describe the cooperative procedures under which the technical assistance will be carried out.

II. ECRC RESPONSIBILITIES.

A. ECRC shall provide professional, technical, and administrative assistance in the development of the project titled "SQG Program" as outlined in the Scope of Work, attached hereto and incorporated herein as Exhibit A.

B. ECRC shall make available to the County all plans and documents developed under Section II. A. above.

III. COUNTY RESPONSIBILITIES.

A. County shall provide data and information relevant to the SQG Program, as outlined in the Scope of Work.

B. County shall provide the agreed upon funds as detailed in the Scope of Work.

IV. COMPENSATION/METHOD OF PAYMENT.

In exchange for the satisfactory performance by ECRC of the Scope of Work provided in Exhibit A, County shall pay ECRC a single lump sum payment of $15,000.00 per year.

ECRC may request payment from the County by submitting a properly executed invoice reflecting the amount due and owing for the value of services received and accepted by County with the appropriate supporting documentation. 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.

The invoice shall be submitted to the County at the following postal address:
Escambia County Waste Services Department
Attn: Patrick Johnson
13009 Beulah Road
Cantonment, Florida 32533

Upon receipt and approval of the invoice, payment shall be remitted to the following address:
Emerald Coast Regional Council
Attn: Executive Director
4081 East Olive Road, Suite A
Pensacola, FL 32514

V. TERM OF AGREEMENT AND TERMINATION. The term of this Agreement shall commence on October 1, 2019 and continue for a term of three (3) years expiring on September 30, 2022, unless earlier terminated as provided herein. ECRC shall complete the tasks provided in the attached Scope of Work no later than September 30th of each year.

Either party may terminate this Agreement, with or without cause, with such termination effective immediately or upon a specified date, by providing written notice of such termination. In the event of termination by either party as provided herein, ECRC shall be paid for any services provided through the date of termination.

VI. AMENDMENTS. Amendments or modifications to this Agreement may only be made by written agreement signed by both parties hereto with the same formalities as the original Agreement.

VII. CONFLICT OF INTEREST. The ECRC agrees it shall not contract with or accept employment for the performance of any work or service with any individual, business corporation, or government unit that would create a conflict of interest in the performance of its obligations under this Agreement. The ECRC further agrees it will neither take any action nor engage in any conduct that would cause any County employee or official to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

VIII. RECORDS. The parties acknowledge that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. ECRC 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. ECRC 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, ECRC 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 ECRC 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 seven days written notice, during which period ECRC still fails to allow access to such documents, terminate the Agreement.

IF ECRC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ECRC'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

IX. LIABILITY. Each party agrees to hold the other party harmless, to the extent allowed and required by law, from all claims, demands, liabilities, and suits of third persons or entities not a party to this Agreement arising out of, or due to any act, occurrence or omission of the other

party, its subcontractors or agents, if any, that is related to either party's performance or obligations pursuant to this Agreement.

X. REPRESENTATIVES FOR THE PARTIES. In all matters relating to the performance of this Agreement, the Programs Division Manager, James Howes, shall represent and act for the County, and the Executive Director shall represent and act for ECRC.

XI. VENUE AND JURISDICTION. This Agreement shall be construed according to the laws of the State of Florida. Venue shall be exclusively in Escambia County, Florida for all litigation between the parties, and all issues litigated between the parties shall be litigated exclusively in a court of competent jurisdiction of Escambia County, Florida. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of the Agreement.

XII. SOVEREIGN IMMUNITY. Notwithstanding anything set forth in any section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of either party beyond any statutory limited waiver of immunity or limits of liability and any liability of the County for damages shall not exceed the statutory limits of liability, should said limits apply, regardless of the number or nature of any claim which may arise including but not limited to a claim sounding in tort, equity or contract. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

XIII. SEVERABILITY. If any provision of this Agreement is held to be invalid or un enforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

XIV. INDEPENDENT CONTRACTOR. The parties hereby acknowledge that ECRC is an independent contractor, and neither ECRC, nor any of its agents, representatives, program participants, or employees shall be considered agents, representatives or employees of County. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. Each party shall be responsible and liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits.

XV. ASSIGNMENT. Neither party may assign or transfer any of its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of the other party. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized on the respective dates under each signature.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Steven Barry, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Date: _____

BCC Approved: _____

_____
Deputy Clerk

ATTEST:

EMERALD COAST REGIONAL COUNCIL

_____
Secretary

_____
Executive Director

Date: _____

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 11-18-2019

ATTACHMENT A

Scope of Services to Conduct the Escambia County Small Quantity Generator Assessment, Notification and Verification Program for 2019-23

Emerald Coast Regional Council (ECRC) will provide the following services for Escambia County to meet the requirements of Florida Statutes Chapter 403.7226.

1. Update and maintain the SQG Data Management System software with updated and accurate information on potential and active hazardous waste generators in Escambia County. Utilize resources such as occupational license records, telephone directories, and tangible personal property records to identify the businesses, non-profits, and governmental entities that may produces, use, store, or otherwise have in their possession hazardous wastes and used oil products as defined by the Resource Conservation and Recovery Act (RCRA).
2. Survey a minimum of 20% of the total number of known hazardous waste generators (active and potential).
3. Provide information to business owners, non-profit organizations, and governmental facilities to help them to comply with hazardous waste regulations in a non-enforcement and advisory atmosphere. Information provided shall be from known, reliable and accurate sources. NOTE: The SQG Program is a non-enforcement program.
4. Notify the County Contact of any major hazardous waste violations that may be an imminent threat to public health, ground or surface waters, or fire/life safety and provide recommendations to the County as to courses of action that may be pursued.
5. Transmit all completed data to the Florida Department of Environmental Protection, Bureau of Solid and Hazardous Waste, per statutory requirements, by June 30 of each funding year.
6. Provide a written report on the progress of the SQG program in the county, or per request any other common software format, upon completion of the verification process.

403.7225 Local hazardous waste management assessments.—

(1) The Legislature recognizes that there is a need for identifying the amount, type, sources, and management of hazardous waste generated by small quantity generators in the state. There is also a need for facilitating responsible waste storage, transportation, volume reduction, recycling treatment, disposal, and the introduction of waste reduction opportunities to small quantity generators of hazardous waste. Responsible management of these wastes is imperative in order to protect the public health, safety, and welfare and the environment.

(2) The department shall establish guidelines for local hazardous waste management assessments and shall specify a standard format. The local hazardous waste management assessments shall include, but not be limited to, the identification of the following:

(a) All small quantity generators of hazardous waste within a county as defined pursuant to federal regulations under 40 C.F.R. s. 260.10.

(b) The types and quantities of hazardous waste generated by small quantity generators within a county.

(c) Current hazardous waste management practices of small quantity generators within a county.

(d) Effective waste management practices for small quantity generators of hazardous waste.

(3) Each county or regional planning council shall coordinate the local hazardous waste management assessments within its jurisdiction according to guidelines established under s.403.7226. If a county declines to perform the local hazardous waste management assessment, the county shall make arrangements with its regional planning council to perform the assessment.

(4) County-designated areas under the original assessments in which hazardous waste storage facilities have been located are recognized by the Legislature. However, this section does not prohibit a county from amending its comprehensive plan to designate other areas for this purpose, nor does this section prohibit construction of a facility on any other locally approved or state-approved site.

(5) No county may amend its comprehensive plan or undertake rezoning actions in order to prevent areas designated pursuant to subsection (4) from being used as hazardous waste storage facilities.

(6) Unless performed by the county pursuant to subsection (3), the regional planning councils shall upon successful arrangements with a county:

(a) Perform local hazardous waste management assessments;

(b) Provide any technical expertise needed by the counties in developing the assessments.

(7) The selection of a regional storage facility site during the original assessment will not preclude the siting of a storage facility at some other site which is locally or state approved.

(8) The department shall assemble the data collected from the local hazardous waste management assessments and determine if the needs of small quantity generators of hazardous waste will be met by in-state commercial hazardous waste facilities or if additional storage, treatment, or disposal facilities are needed in the state and which regions have the greatest need.

(9) Storage facility area selections, or regional storage facility site selections from the original assessments shall not prevent siting of storage or treatment facilities in any area of the state.

(10) Except as provided in this part, no local government law, ordinance, or rule pertaining to the subject of hazardous waste regulation may be more stringent than department rules adopted under the authority of this chapter.

(11) Local hazardous waste management assessments shall be renewed every 5 years, based on the schedule determined by the department. More frequent assessments shall not be required by the state. However, at their option, counties may update such assessments at more frequent intervals. The assessment rolls shall be brought up to date annually before the end of the 5-year interval by including the applicable names from department sources, occupational licenses, building permits, and from not less than one complete survey of the business pages of the county local telephone systems. The roll shall be updated continuously thereafter in the same manner.

(12) The Legislature recognizes the expense incurred by county governments in the proper identification, notification, and verification of small quantity generators of hazardous waste within their jurisdictions. When required to support the local hazardous waste assessments required by this section, the small quantity generator notification and verification program required pursuant to s. 403.7234,

and the reporting requirements of s. 403.7236, a county may impose a small quantity generator notification and verification surcharge of up to $50 on the business or occupational license or renewal of any firm that is classified as a small quantity generator of hazardous wastes. A county may contract with or otherwise enter into an agreement with the county tax collector to collect the annual surcharge.

403.7226 Technical assistance by the department.—The department shall:

(1) Provide technical assistance to county governments and regional planning councils to ensure consistency in implementing local hazardous waste management assessments as provided in ss.403.7225, 403.7234, and 403.7236. In order to ensure that each local assessment is properly implemented and that all information gathered during the assessment is uniformly compiled and documented, each county or regional planning council shall contact the department during the preparation of the local assessment to receive technical assistance. Each county or regional planning council shall follow guidelines established by the department, and adopted by rule as appropriate, in order to properly implement these assessments.

(2) Identify short-term needs and long-term needs for hazardous waste management for the state on the basis of the information gathered through the local hazardous waste management assessments and other information from state and federal regulatory agencies and sources. The state needs assessment must be ongoing and must be updated when new data concerning waste generation and waste management technologies become available.

403.7234 Small quantity generator notification and verification program.—

(1) Each county shall notify, according to guidelines established under s. 403.7226, each small quantity generator identified on its assessment roll, during the first year of the local hazardous waste management assessment. Annually thereafter, the county shall notify each small quantity generator not notified previously. The notification of small quantity generators shall:

(a) Detail the legal responsibilities of the small quantity generator with regard to proper waste management practices, including penalties for noncompliance.

(b) Include a list of hazardous waste management alternatives and waste reduction opportunities which are available to the small quantity generator.

(2) Alternatively, a county may perform this notification either through the mail or during the annual business licensing of new or existing facilities that potentially may generate hazardous waste.

(3) Counties shall collect information on the types, amounts, and management of waste generated by small quantity generators according to guidelines established under s. 403.7226.

(4) Within 30 days of receipt of a notification, which includes a survey form, a small quantity generator shall disclose its management practices and the types and quantities of waste to the county government. Annually, each county shall verify the management practices of at least 20 percent of its small quantity generators. The procedure for verification used by the county shall be developed as part of the guidance established by the department under s. 403.7226. The department may also regulate the waste management practices of small quantity generators in order to ensure proper management of hazardous waste in a manner consistent with federal requirements, except as provided under s. 403.804(2).

(5) Any small quantity generator who does not comply with the requirements of subsection (4) and who has received a notification and survey in person or through one certified letter from the county is subject to a fine of between $50 and $100 per day for a maximum of 100 days. The county may collect such fines and deposit them in its general revenue fund. Fines collected by the county shall be used to carry out the notification and verification procedure established in this section. If there are excess funds after the notification and verification procedures have been completed, such funds shall be used for hazardous and solid waste management purposes only.

403.7236 Local government information to be sent to the department.—Each county shall transmit the following information to the department, according to guidelines established under s.403.7226:

(1) A summary of the information gathered during its local hazardous waste management assessment;

(2) Information gathered from each small quantity generator not notified or verified previously; and

(3) Onsite information gathered from each existing small quantity generator verification.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17161 **County Administrator's Report 13. 9.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/05/2019
Issue: Contract Award for Scale Maintenance and Repair for Waste Services Department
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Contract Award for Scale Maintenance and Repair for Perdido Landfill and Palafox Transfer Station - Pat Johnson, Director, Waste Services through 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 Ziel Scale, Inc., per the terms and conditions of PD 18-19.112, Scale Maintenance and Repair for Perdido Landfill and Palafox Transfer Station, in the amount of $40,000 (annually).

[Funding:
Fund 401, Solid Waste Fund, Cost Center 230307, SW Transfer Station; Object Code 54601, Repairs and Maintenance Services; $20,000; and
Fund 401, Solid Waste Fund; Cost Center 230314, SW Operations; Object Code 54601, Repairs and Maintenance Services; $20,000]

An Invitation to Bid for PD 18-19.112, Scale Maintenance and Repair for Perdido Landfill and Palafox Transfer Station was publicly noticed to 34 registrants representing 26 firms via Vendor Registry on September 27, 2019. The solicitation was viewed by 22 firms and downloaded by 14.

NON-ADA COMPLIANT DOCUMENTS TO BE DISTRIBUTED UNDER SEPARATE COVER:

- Original Solicitation
- Bid Tab Under Review
- Bid from Ziel Scale, Inc.
- Recommendation to award determination checklist

BACKGROUND:

An Invitation to Bid for PD 18-19.112, Scale Maintenance and Repair for Perdido Landfill and Palafox Transfer Station was publicly noticed to 34 registrants representing 26 firms via Vendor Registry on September 27, 2019. The solicitation was viewed by 22 firms and downloaded by 14. A non-mandatory Pre-Solicitation Conference was held on October 11, 2019, in the Office of Purchasing. Three Firms attended. Bids were received from two firms on October 28, 2019. Ziel Scale, Inc., was deemed to be the lowest responsive and responsible firm.

BUDGETARY IMPACT:

Funding:
Fund 401, Solid Waste Fund, Cost Center 230307, SW Transfer Station; Object Code 54601, Repairs and Maintenance Services; $20,000; and
Fund 401, Solid Waste Fund; Cost Center 230314, SW Operations; Object Code 54601, Repairs and Maintenance Services; $20,000

LEGAL CONSIDERATIONS/SIGN-OFF:

The Agreement was 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, Florida 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Agreeement, as well as the Purchase Order.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17198 **County Administrator's Report 13. 10.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/05/2019
Issue: Approval to Issue Fiscal Year 2019-2020 Purchase Orders in Excess of $25,000
From: Michael Rhodes, Dept Director
Organization: Parks and Recreation
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Issuance of Fiscal Year 2019-2020 Purchase Orders, in Excess of $25,000, for the Parks and Recreation Department - Michael Rhodes, Parks and Recreation Department Director

That the Board, for the Fiscal Year 2019-2020, approve the issuance of blanket and/or individual Purchase Orders, in excess of $25,000, based upon previously-awarded Contracts, Contractual Agreements, or annual requirements, for the Parks and Recreation Department, as follows:

Vendor/Contractor	Amount	Contract Number
Bliss Products and Services, Inc. Vendor Number: 425792 Cypress Engineered Wood Fiber Chips for use as safety surfacing at Escambia County Playgrounds Fund: 353 (Local Option Sales Tax IV) Cost Center: 350221 (Parks Capital Projects)	$35,461.60	Vendor Registry Quote # PKS 10-9-19

BACKGROUND:

The issuance of these Purchase Orders during the first part of Fiscal Year 2019-2020 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 Local Option Sales Tax IV Fund (353), Cost Center 350221, Park Capital Projects

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. As noted in the background, these requested purchase orders are a necessity for continued park operations.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Playground Safety Surfacing Quote and Tabulation

Quote Tabulation for Playground Safety Surfacing
Vendor Registry Quote # PKS 10-9-19
Quote Deadline - 10/18/19 12:00 p.m.

Description	Bliss Products	Swartz Associates, Inc	J.A. Dawson & Company	Playmore Recreational Products & Services
1500 Cubic Yards-Engineered Wood Fiber	$ 25,000.00	$ 25,350.00	$ 26,475.00	$ 36,000.00
Freight	$ 10,461.60	$ 10,647.00	$ 10,575.00	$ 26,250.00
Totals for EWF+freight	$ 35,461.60	$ 35,997.00	$ 37,050.00	$ 62,250.00
Price per CY	$ 16.67	$ 16.90	$ 17.65	$ 24.00
Price per CY + freight	$ 23.64	$ 24.00	$ 24.70	$ 41.50

VendorRegistry

Expired Quote

Manage expired quote

Expired Quotes / **Expired Quote**

SUBMISSIONS REOPEN NOTIFY VENDORS COPY - VMS PREMIUM ANALYTICS - VMS PREMIUM QUESTIONS SET TO 'IN REVIEW'

SET TO 'AWARDED' SET TO 'CANCELLED' ADD NOTE

Status: Awarded

Quote Details: Playground safety surfacing

Quote Overview:

Quote for 1500 cubic yards of cypress engineered wood fiber chips for fall surfacing. The quote needs to include delivery cost and estimated time of arrival for the 15 loads. The chips will be delivered to 10370 Ashton Brosnaham Drive, Pensacola, FL 32514.

For any questions please call Adam Reed at 850-475-5220.

Deadline: 10/18/2019 12:00 PM (Central Time)

Quote #: PKS 10-9-19

Products and Services:

- Seesaws, Playground

Itemized List:

- none

Online Bids: more

- J.A. Dawson & Co., Inc. - Escambia Co EWF Bid.pdf
- Bliss Products and Services, Inc. - Escambia County Parks Rec_49607.pdf
- Swartz Associates, Inc. - #10161.pdf
- Playmore Recreational Products & Services - PKS 10919.doc
- Playmore Recreational Products & Services - 14526 Ashton Brosnaham Park EWF.pdf
- Playmore Recreational Products & Services - Cypress EWF IPEMA Certificates.pdf
- Playmore Recreational Products & Services - Cypress EWF with Pen.jpg
- Playmore Recreational Products & Services - MO EWF Specs.pdf

Additions:

Addition 1: Award Information

Posted: 10/18/2019

Amount: $35,461.60

Description:
Please award bid to bliss for playground safety surfacing.

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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17172 **County Administrator's Report 13. 11.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/05/2019
Issue: Transfer of Ownership at North Site- Bratt Microwave Tower
From: JOHN DOSH, Interim Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Transfer of Ownership of Southern Linc Radio Tower Shelter and Associated Equipment at the Escambia County North Site Microwave Tower - John Dosh, Interim Public Safety Department Director

That the Board take the following action concerning a transfer of ownership from Southern Linc to Escambia County, of equipment located at the Escambia County North Site Microwave Tower:

A. Approve and authorize the transfer of ownership; and

B. Authorize the Chairman to sign a transfer letter and any subsequent related documents without further action of the Board.

BACKGROUND:

Southern Linc has submitted a non-renewal of their tenant Lease Agreement at the Escambia County North Site tower, which expires July 24, 2020. Southern Linc is offering transfer of ownership of listed equipment and radio shelter which will be utilized by the Public Safety Emergency Communications Division to replace existing aged shelters. Southern Linc's annual payment of $18,889.27 will be given a pro rata reduction of $1,574.10 per month ($11,018.00 total) for the duration of the term. The equipment and shelter have a purchase value of $84,000.00 and a current valuation of $24,000.00.

Equipment List:

25 x 12 radio shelter, (1) Kohler 31 KW generator, (1) Kohler transfer switch, (2) Bard 5 ton HVACs with lag controller and (1) 500 gallon propane tank.

BUDGETARY IMPACT:

One time decrease in receipt revenue of $11,018.70.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Senior Assistant County Attorney, has reviewed the letter and approved it as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Agreements require approval by the Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

Andrew Hamilton, Escambia County Communications Division Chief, will be responsible to monitor and implement the provisions of the transfer.

Attachments

Southern Linc Transfer Letter

Site Pictures

Southern Linc

September 26, 2019

Escambia County Public Safety
6575 N. "W" Street
Pensacola, Florida 32505
Attn: Andrew Hamilton, Communications Chief

RE: North Site Antenna Site License Agreement, dated July 25, 1995, between Southern Communications Services, Inc. d/b/a Southern Linc ("Southern Linc") and Escambia County (the "County") as amended (the "Lease")

Mr. Hamilton:

As you are aware, Southern Linc is not renewing the Lease for the Second Additional Renewal Term (as defined in the Second Amendment to the Lease) and the Lease will expire on July 24, 2020 (the "Expiration Date"). Notwithstanding the Expiration Date, Southern Linc has abandoned the use of the Lease site in connection with the shutdown of its iDEN wireless network. As you are also aware, Southern Linc owns one (1) shelter building located on the premises at 7950 Bratt Road, McDavid, Florida 32568, and the generator, transfer switch, propane tank and attached HVAC units located within such shelter (collectively, the "Property").

We are writing to memorialize the parties' agreement that, effective as of the date of the County's signature to this Letter (the "Transfer Date"), the Property will be assigned, transferred and set over to the County, free of charge to the County. Southern Linc makes no representation or warranty whatsoever concerning the quality, quantity, condition or suitability of the Property including, without limitation, any implied warranties or suitability, merchantability or fitness for a particular purpose.

Furthermore, notwithstanding anything in the Lease to the contrary, as of the Transfer Date, and in consideration for its transfer of the Property, Southern Linc shall be relieved of its obligations under the Lease, including, without limitation, its obligation to pay the annual installment (as described in Section 3.5 of the Second Amendment to the Lease) of $18,889.27 for the period starting on the Transfer Date and ending on the Expiration Date and the current annual installment shall be reduced pro rata by such amount (the "Adjusted Installment"). Immediately following your execution of this Letter, Southern Linc shall submit its payment for the Adjusted Installment, which will reflect the period of time from July 25, 2019 through the day prior to the Transfer Date.

Please acknowledge your agreement with the contents and agreements of this Letter by signing two (2) original copies and returning one (1) copy to the attention of Southern Linc at 5555 Glenridge Connector, Ste. 500, Atlanta, GA 30342, Attn: Michele Worthington, Supervisor, Lease Administration. Please direct any questions or concerns to Sonja Logan at (205) 257-4814. Many thanks for your attention to this matter.

Sincerely,

Michele Worthington

Michele Worthington
Supervisor, Lease Administration

Accepted and Agreed:

ESCAMBIA COUNTY, FLORIDA,
By and through its duly authorized
BOARD OF COUNTY COMMISSIONERS

By: _____
Steven Barry, Chairman

Date: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 11-01-2019

Southern Linc Shelter with Equipment
Escambia Shelters to be replaced

WARNING

F9118

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17197 **County Administrator's Report 13. 12.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/05/2019
Issue: Approval to Issue Fiscal Year 2019/2020 Purchase Order in Excess of $25,000
From: JOHN DOSH, Interim Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Approval to Issue a Fiscal Year 2019/2020 Purchase Order, in Excess of $25,000, for the Public Safety Department - John Dosh, Interim Public Safety Department Director

That the Board, for the Fiscal Year 2019/2020, approve the issuance of blanket and/or individual Purchase Orders, in excess of $25,000, based upon previously-awarded Contracts or annual requirements for the Public Safety Department, as follows:

	Vendor	Amount	Contract/Description
A.	Stryker Sales Corporation Vendor Number: 195684 Annual LifePak 15 Renewal Maintenance Fund: 408 (EMS) Cost Center: 330302	$47,250	Original Equipment Manufacturer
B.	Stryker Sales Corporation Vendor Number: 195684 Annual CR Plus Renewal Maintenance Fund: 408 (EMS) Cost Center: 330302	$10,788	Original Equipment Manufacturer

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

BACKGROUND:

Issuance of this Purchase Order is necessary to ensure continuity of mission critical services by the Board of County Commissioners to the citizens of Escambia County through the Public Safety Department.

The blanket Purchase Orders are exclusively for the use of Escambia County Public Safety Department in its daily operations. The County shall be charged according to the applicable Contract price schedule or a preferred vendor status with the lowest prices usually extended to most favored customers.

Stryker Medical acquired ownership of Physio Control therefore any previous Purchase Orders had to be canceled and reissued to Stryker Medical.

BUDGETARY IMPACT:

Funding: Fund 408, Emergency Medical Services, Cost Center 330302, EMS

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Escambia County, FL Code of Ordinances, Chapter 46, Article II, Purchase and Contracts. Per the guidance received at the October 3, 2019, Board Meeting, all purchases over $25,000 must have BCC approval.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue a Purchase Order.

Attachments

LifePak 15 Renewal
CR Plus Renewal

ProCare Services

stryker

Sales Rep Name: Jeff Wages
ProCare Service Rep: Buddy Forrest

3800 E. Centre Ave
Portage, MI 49009

Date: 11/19/2019
ID #: 191119154357

PROCARE PROPOSAL SUBMITTED TO:

Account Number: 1192055
Account Name: Escambia Co Public Safety
Account Address: 6575 N W St
City, State Zip: Pensacola, FL 32505

Name: Tamika Williams
Title: Manager
Phone: (850) 471-6425
Email: tlwilliams@myescambia.com

PROCARE COVERAGE

Item No.	Model Number	Model Description	ProCare Program	Qty			Total
1	LP15	LifePak 15	LP15 Prevent Onsite	35			$63,000.00

PROGRAM INCLUDES:

LP15 Prevent Onsite:

- Update software to the most current version
- Check all batteries and battery pins
- Inspect the integrity of accessories and recommend replacement as needed
- Test the integrity of all cables and recommend replacement as needed
- Electrical safety check in accordance with NFPA guidelines
- Computer-aided diagnostics to test 30 device dimensions and verify the unit functions accurately, from waveform shape and defibrillation energy to pacing current and capnography readings (if present)
- Check electrode expiration dates and recommend replacement as needed
- Check printer operation and trace quality• Repairs (parts and labor) to restore equipment to manufacturer specifications
- LIFEPAK battery-charger repair or replacement as deemed necessary by Stryker*
- Power-adapter repair or replacement
- Replace up to 3 lithium-ion batteries in accordance with the device operating instructions or upon failure*
- Replace up to 1 coin cell memory battery in accordance with the device operating instructions or upon failure*
- Replacement of protective display shield, corner bumper guards, CO2 connector cover, shoulder strap, handle, device labels, and battery pins as deemed necessary by Stryker at time of annual inspection.

**(Onsite Repairs or Depot Depending on Agreement) **

Quote to reflect current contract # 1202609

Unless otherwise stated on contract, payment is expected upfront.

ProCare Total	$63,000.00
Discount	25%
FINAL TOTAL	**$47,250.00**

Start Date: 7/3/2019
End Date: 4/2/2020

Stryker Signature Date

Customer Signature Date

Purchase Order Number (MUST INCLUDE HARD COPY)

☐ Check of Purchase Order is not required

COMMENTS:

Please email signed Proposal and Purchase Order to procarecoordinators@stryker.com.
All information contained within this quotation is considered confidential and proprietary and is not subject to public disclosure.
**Quote pricing valid for 30 days.

SERIAL NUMBER SHEET			
Item No.	Model	Serial Number	Program
1	LP15	47090876	LP15 Prevent Onsite
2	LP15	40361084	LP15 Prevent Onsite
3	LP15	42416250	LP15 Prevent Onsite
4	LP15	42418342	LP15 Prevent Onsite
5	LP15	42449083	LP15 Prevent Onsite
6	LP15	42505930	LP15 Prevent Onsite
7	LP15	42539085	LP15 Prevent Onsite
8	LP15	42539189	LP15 Prevent Onsite
9	LP15	42539275	LP15 Prevent Onsite
10	LP15	42539337	LP15 Prevent Onsite
11	LP15	42539399	LP15 Prevent Onsite
12	LP15	42540065	LP15 Prevent Onsite
13	LP15	42540098	LP15 Prevent Onsite
14	LP15	42540241	LP15 Prevent Onsite
15	LP15	42540302	LP15 Prevent Onsite
16	LP15	42540361	LP15 Prevent Onsite
17	LP15	42541816	LP15 Prevent Onsite
18	LP15	42541836	LP15 Prevent Onsite
19	LP15	42541846	LP15 Prevent Onsite
20	LP15	42541901	LP15 Prevent Onsite
21	LP15	42542242	LP15 Prevent Onsite
22	LP15	42542728	LP15 Prevent Onsite
23	LP15	42543365	LP15 Prevent Onsite
24	LP15	42543950	LP15 Prevent Onsite
25	LP15	42544325	LP15 Prevent Onsite
26	LP15	42545252	LP15 Prevent Onsite
27	LP15	42545261	LP15 Prevent Onsite
28	LP15	42536179	LP15 Prevent Onsite
29	LP15	42536340	LP15 Prevent Onsite
30	LP15	42536451	LP15 Prevent Onsite
31	LP15	42536483	LP15 Prevent Onsite
32	LP15	42538404	LP15 Prevent Onsite
33	LP15	42538636	LP15 Prevent Onsite
34	LP15	42538774	LP15 Prevent Onsite
35	LP15	42415862	LP15 Prevent Onsite

SERVICE AGREEMENT

This document sets forth the entire Product Service Plan Agreement ("Agreement") between Stryker Medical, (a division of Stryker Corporation), herein and after referred to as "Stryker", and Escambia Co Public Safety, herein and after, referred to as the "Customer". This is the entire Agreement and no other oral modifications are valid. This Agreement shall remain in effect unless canceled or modified by either party according to the following terms and conditions.

1. SERVICE COVERAGE AND TERM

Stryker shall provide to Customer the services (the "Services") as defined on Page 1 of the Stryker Quote as the equipment ProCare Program (hereinafter each, a "Service Plan"). The equipment covered under said Service Plan is set forth on Exhibit A to the Quote (the "Equipment"). The Services and Service Plan are ancillary to and not a complete substitute for the requirements of Customer to adhere to the routine maintenance instructions provided by Stryker, its equipment and operations manuals, and accompanying labels and/or inserts for the Equipment. Customer covenants and agrees that its personnel will follow the instructions and contents of those manuals, labels and inserts. When Equipment or a component is replaced, the item provided in replacement will be the Customer's property (if Customer owns the Equipment) and the replaced item will be Stryker's property. The Service Plan coverage, term, start date, and price of the Services appear on the Service Plan.

2. EQUIPMENT SCHEDULE CHANGES

During the term of the Agreement and upon each party's written consent, additional Equipment may be included in the Exhibit A. All additions are subject to the terms and conditions contained herein. Stryker shall adjust the charges and modify Exhibit A to reflect the additions.

3. INSPECTION SCHEDULING

Service inspections will be scheduled in advance at a mutually agreed upon time for such period of time as is reasonably necessary to complete the Services. Equipment not made available at the specified time will be serviced at the next scheduled service inspection unless specific arrangements are made with Stryker. Such arrangements will include travel and other special charges at Stryker's then current rates.

4. INSPECTION ACTIVITY

On each scheduled service inspection, Stryker's Service Representative will inspect each available item of Equipment as required in accordance with Stryker's then current Maintenance procedures for said Equipment. If there is any discrepancy or questions on the number of inspections, price, or Equipment, Stryker may amend this Agreement.

5. CUSTOMER OBLIGATIONS

Customer shall use commercially reasonable efforts to cooperate with Stryker in connection with Stryker's performance of the Services. Customer understands and acknowledges that Stryker employees will not provide surgical or medical advice, will not practice surgery or medicine, will not come in physical contact with the patient, will not enter the "sterile field" at any time, and will not direct equipment or instruments that come in contact with the patient during surgery. Customer's personnel will refrain from requesting Stryker employees to take any actions in violation of these requirements or in violation of applicable laws, rules or regulations, Customer policies, or the patient's informed consent. A refusal by Stryker employees to engage in such activities shall not be a breach of this Agreement. Customer consents to the presence of Stryker employees in its operating rooms, where applicable, in order for Stryker to provide Services under this Agreement and represents that it will obtain all necessary consents from patients.

6. SERVICE INVOICING

Invoices will be sent on the agreed payment method. All prices are exclusive of state and local use, sales or similar taxes. In states assessing upfront sales and use tax, Customer's payments will be adjusted to include all applicable sales and use tax amortized over the Service Plan term using a rate that preserves for Stryker, its affiliates and /or assigns, the intended economic yield for the transaction described in this Agreement. All invoices issued under this Agreement are to be paid within thirty (30) days of the date of the invoice. Failure to comply with Net 30 Day terms will constitute breach of contract and future Service will only be made on a prepaid or COD basis, or until the previous obligation is satisfied, or both. Stryker reserves the right, with no liability to Stryker, to cancel any contract on the basis of payment default for any previous equipment or service provided by Stryker or any of its affiliates.

7. PRICE CHANGES

The Service prices specified herein are those in effect as of the date of acceptance of this Agreement and will continue in effect throughout the term of the Service Plan.

8. INITIAL INSPECTION

This Agreement shall be applicable only to such Equipment as listed in Exhibit A, which has been determined by a Stryker's Representative to be in good operating condition upon his/her initial inspection thereof.

9. OPERATION MAINTENANCE

Stryker's Services are ancillary to and not a complete substitute for the requirements of Customer to adhere to the routine maintenance instructions provided by Stryker, it's Equipment and operations manuals, and accompanying labels and/or inserts for each item of Equipment. Customer's appropriate user personnel should be entirely familiar with the instructions and contents of those manuals, labels and inserts and implement them accordingly.

10. SERVICE PLAN WARRANTY AND LIMITATIONS

Stryker represents and warrants that the Services shall be performed in a workmanlike manner and with professional diligence and skill. Services will comply with all applicable laws and regulations. During the term of the Service Plan, Stryker will maintain the Equipment in good working condition. Notwithstanding any other provision of this Agreement, the Service Plan does not include repairs or other services made necessary by or related to, the following: (1) abnormal wear or damage caused by misuse or by failure to perform normal and routine maintenance as set out in the Stryker maintenance manual or operating instructions. (2) accidents (3) catastrophe (4) acts of god (5) any malfunction resulting from faulty maintenance, improper repair, damage and/or alteration by non-Stryker authorized personnel (6) Equipment on which any original serial numbers or other identification marks have been removed or destroyed; or (7) Equipment that has been repaired with any unauthorized or non-Stryker components. In addition, in order to ensure safe operation of the Equipment, only Stryker accessories should be used. Stryker reserves the right to invalidate the Service Plan if Equipment is used with accessories not manufactured by Stryker.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION ARE THE ONLY WARRANTIES APPLICABLE TO THE SERVICES AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTY BY STRYKER, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

11. WAIVER EXCLUSIONS

No failure to exercise and no delay by Stryker in exercising any right, power or privilege hereunder shall operate as a waiver thereof. No waiver of any breach of any provision by Stryker shall be deemed to be a waiver by Stryker of any preceding or succeeding breach of the same or any other provision. No extension of time by Stryker for performance of any obligations or other acts hereunder or under any other Agreement shall be deemed to be an extension of time for performances of any other obligations or any other acts by Stryker.

12. LIMITATION OF LIABILITY

EXCEPT FOR THIRD PARTY DAMAGES RELATED TO STRYKER'S INDEMNITY OBLIGATIONS UNDER SECTION 13, STRYKER'S LIABILITY ARISING UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNT OF SERVICE FEES PAID DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. IN NO INSTANCE WILL STRYKER BE LIABLE TO CUSTOMER FOR INCIDENTAL, PUNITIVE, SPECIAL, COVER, EXEMPLARY, MULTIPLIED OR CONSEQUENTIAL DAMAGES OR ATTORNEYS' FEES OR COSTS FOR ANY ACTIONS UNDER OR RELATED TO THIS AGREEMENT.

13. INDEMNIFICATION

Stryker shall indemnify and hold harmless Customer from any loss or damage brought by a third party which Customer may suffer directly as a result of the gross negligence or willful misconduct of Stryker or its employees or agents in the course of providing Services. The foregoing indemnification will not apply to any liability arising from: (i) an injury or damage due to the negligence of any person other than Stryker's employee or agent; (ii) the failure of any person other than Stryker's employee or agent to follow any instructions outlined in the labeling, manual, and/or instructions for use of the Equipment; (iii) the use of any equipment or part not purchased from Stryker or any equipment or any part thereof that has been modified, altered or repaired by any person other than Stryker's employee or agent; or (iv) any actions taken or omissions made by any Stryker employee while under the direction or control of Customer's staff. Customer agrees to hold Stryker harmless from and indemnify Stryker for any claims or losses or injuries arising from (i)-(iv) above resulting from Customer's or its employees' or agents' actions.

14. TERM AND TERMINATION

The Agreement shall commence on the date indicated on the first Service Plan entered into between the parties and shall continue until Stryker ceases to provide Services or the Agreement is canceled by either party by giving a ninety (90) days prior written notice of any such cancellation to the other party. If this Agreement is canceled during or before the expiration date of the Agreement, Customer will owe for the months covered up to the cancellation date of the Agreement and for any parts, labor, and travel charges, required to maintain Equipment, exceeding that already paid during the Agreement. In the event Customer has pre-paid for the services hereunder, any unused amount as of the date of cancellation shall be returned to the Customer on a pro-rata basis.

15. FORCE MAJEURE

Except for Customer's payment obligations, which may only be delayed and not excused entirely, neither party to this Agreement will be liable for any delay or failure of performance that is the result of any happening or event that could not reasonably have been avoided or that is otherwise beyond its control, provided that the party hindered or delayed immediately notifies the other party describing the circumstances causing delay. Such happenings or events will include, but not be limited to, terrorism, acts of war, riots, civil disorder, rebellions, fire, flood, earthquake, explosion, action of the elements, acts of God, inability to obtain or shortage of material, equipment or transportation, governmental orders, restrictions, priorities or rationing, accidents and strikes, lockouts or other labor trouble or shortage.

16. INSURANCE REQUIREMENTS

Stryker shall maintain the following insurance coverage during the term of the Agreement: (i) commercial general liability coverage, including coverage for products and completed operations liability, with minimum limits of $1,000,000.00 per occurrence and $2,000,000.00 annual aggregate applying to bodily injury, personal injury, and property damage; (ii) automobile liability insurance with combined single limits of $1,000,000.00 for owned, hired, and non-owned vehicles; and (iii) worker's compensation insurance as required by applicable law. At Customer's written request, certificates of insurance shall be provided by Stryker prior to commencement of the Services at any premises owned or operated by Customer. To the extent permitted by applicable laws and regulations, Stryker shall be permitted to meet the above requirements through a program of self-insurance.

17. WARRANTY OF NON-EXCLUSION

Each party represents and warrants that as of the Effective Date, neither it nor any of its employees, are or have been excluded terminated, suspended, or debarred from a federal or state health care program or from participation in any federal or state procurement or non- procurement programs. Each party further represents that no final adverse action by the federal or state government has occurred or is pending or threatened against the party, its affiliates, or, to its knowledge, against any employee, Stryker, or agent engaged to provide Services under this Agreement. Each party also represents that if during the term of this Agreement it, or any of its employees becomes so excluded, terminated, suspended, or debarred from a federal or state health care program or from participation in any federal or state procurement or non-procurement programs, such will promptly notify the other party. Each party retains the right to terminate or modify this Agreement in the event of the other party's exclusion from a federal or state health care program.

18. COMPLIANCE

Stryker, as supplier, hereby informs Customer, as buyer, of Customer's obligation to make all reports and disclosures required by law or contract, including without limitation properly reporting and appropriately reflecting actual prices paid for each item supplied hereunder net of any discount (including rebates and credits, if any) applicable to such item on Customer's Medicare cost reports, and as otherwise required under the Federal Medicare and Medicaid Anti-Kickback Statute and the regulations thereunder (42 CFR Part 1001.952(h)). Pricing under this Agreement (and each Service Plan) may constitute discounts on the purchase of Services. Customer represents that (i) it shall make all required cost reports, and (ii) it has the corporate power and authority to make or cause such cost reports to be made. To the extent required by law, Customer and Stryker agree to comply with the Omnibus Reconciliation Act of 1980 (P.L. 96Z499) and it's implementing regulations (42 CFR, Part 420). To the extent applicable to the activities of Stryker hereunder, Stryker further specifically agrees that until the expiration of four (4) years after furnishing Services pursuant to this Agreement, Stryker shall make available, upon written request of the Secretary of the Department of Health and Human Services, or upon request of the Comptroller General, or any of their duly authorized representatives, this Agreement and the books, documents and records of Stryker that are necessary to verify the nature and extent of the costs charged to Customer hereunder. Stryker further agrees that if Stryker carries out any of the duties of this Agreement through a subcontract with a value or cost of ten thousand dollars ($10,000) or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives the subcontract, and books and documents and records of such organization that are necessary to verify the nature and extent of such costs.

19. CONFIDENTIALITY

The parties hereto shall hold in confidence this Agreement and the terms and conditions contained herein (including Services Plan pricing) and any information and materials which are related to the business of the other or are designated as proprietary or confidential, herein or otherwise, or which a reasonable person would consider to be proprietary or confidential information; and (b) hereby covenant that they shall not disclose such information to any third party without prior written authorization of the one to whom such information relates. The rights and remedies available to a party hereunder shall not limit or preclude any other available equitable or legal remedies.

20. HIPAA

Stryker is not a "business associate" of Customer, as the term "business associate" is defined by HIPAA (the Health Insurance Portability and Accountability Act of 1996 and 45 C.F.R. parts 142 and 160-164, as amended). To the extent the parties mutually agree that Stryker becomes a business associate of Customer, the parties agree to negotiate to amend the Service Plan or this Agreement as necessary to comply with HIPAA, and if an agreement cannot be reached the applicable Service Plan will immediately terminate. All medical information and/or data concerning specific patients (including, but not limited to, the identity of the patients), derived incidentally during the course of this Agreement, shall be treated by both parties as confidential, and shall not be released, disclosed, or published to any party other than as required or permitted under applicable laws. Notwithstanding the foregoing, Stryker may be considered a "business associate" of Customers related to any Service Plan for wireless products and/or other designated business associate services. If Stryker is considered a "business associate" of Customer, Stryker will agree to enter into a business associate agreement with Customer as required by HIPAA.

21. MISCELLANEOUS

Neither party may assign or transfer their rights and/or benefits under this Agreement without the prior written consent of the other party, except that Stryker shall have the right to assign this Agreement or any rights under or interests in this Agreement to any parent, subsidiary or affiliate of Stryker. All of the terms and provisions of this Agreement shall be binding upon, shall inure to the benefit of, and be enforceable by permitted successors and assigns of the parties to this Agreement. This Agreement shall be construed and interpreted in accordance with the laws of the State of Michigan. The invalidity, in whole or in part, of any of the foregoing paragraphs, where determined to be illegal, invalid, or unenforceable by a court or authority of competent jurisdiction, will not affect or impair the enforceability of the remainder of the Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations and agreements between the parties concerning the subject matter of this Agreement. In the event of an inconsistency or conflict between this Agreement and any purchase order, invoice, or similar document, this Agreement will control. Any inconsistency or conflict between the terms of this Agreement and a Service Plan shall be resolved in factor of the Service Plan. The sections entitled Limitation of Liability, Indemnification, Compliance, Confidentiality and Miscellaneous of this Agreement shall survive its termination or expiration.

22. MAINTENANCE INSPECTION

This service contract may include products which are beyond their warranty period and tested expected service life. Any such product will be inspected to determine if the product meets the operations and maintenance manual guidelines for that particular product as of the date of inspection. Despite any such inspection, Stryker makes no claims or assurances as to future performance, including no express or implied warranty, for any product which was inspected outside of its warranty period or beyond its tested expected service life.

ProCare Services

stryker

Sales Rep Name: Jeff Wages
ProCare Service Rep: Buddy Forrest

3800 E. Centre Ave
Portage, MI 49009

Date: 11/15/2019
ID #: 191114101754

PROCARE PROPOSAL SUBMITTED TO:

Account Number: 1192055
Account Name: Escambia Co Public Safety
Account Address: 6575 North W Street
City, State Zip: Pensacola, FL 32505

Name: Tamika Williams
Title: Director
Phone: 850-471-6425
Email: tlwilliams@myescambia.com

PROCARE COVERAGE

Item No.	Model Number	Model Description	ProCare Program	Qty	Yrs		Total
1	LPCR Plus	LPCR Plus	PM Only Onsite	29	1		$10,788.00

PROGRAM INCLUDES:

PM Only

	ProCare Total	$10,788.00
Unless otherwise stated on contract, payment is expected upfront.	**FINAL TOTAL**	**$10,788.00**

Start Date: 12/1/2019
End Date: 11/30/2020

Stryker Signature Date

Customer Signature Date

Purchase Order Number (MUST INCLUDE HARD COPY)

☐ Check of Purchase Order is not required

COMMENTS:

Please email signed Proposal and Purchase Order to procarecoordinators@stryker.com.
All information contained within this quotation is considered confidential and proprietary and is not subject to public disclosure.
**Quote pricing valid for 30 days.

SERIAL NUMBER SHEET			
Item No.	Model	Serial Number	Program
1	LPCR Plus	40897661	PM Only Onsite
2	LPCR Plus	40897662	PM Only Onsite
3	LPCR Plus	40897663	PM Only Onsite
4	LPCR Plus	40897664	PM Only Onsite
5	LPCR Plus	40897665	PM Only Onsite
6	LPCR Plus	40897667	PM Only Onsite
7	LPCR Plus	40897668	PM Only Onsite
8	LPCR Plus	40897696	PM Only Onsite
9	LPCR Plus	40897697	PM Only Onsite
10	LPCR Plus	40897698	PM Only Onsite
11	LPCR Plus	40897699	PM Only Onsite
12	LPCR Plus	40897700	PM Only Onsite
13	LPCR Plus	40897701	PM Only Onsite
14	LPCR Plus	40897702	PM Only Onsite
15	LPCR Plus	40897703	PM Only Onsite
16	LPCR Plus	40899622	PM Only Onsite
17	LPCR Plus	41107431	PM Only Onsite
18	LPCR Plus	41167226	PM Only Onsite
19	LPCR Plus	41167227	PM Only Onsite
20	LPCR Plus	41167228	PM Only Onsite
21	LPCR Plus	41326361	PM Only Onsite
22	LPCR Plus	42696435	PM Only Onsite
23	LPCR Plus	42696436	PM Only Onsite
24	LPCR Plus	42773147	PM Only Onsite
25	LPCR Plus	43151503	PM Only Onsite
26	LPCR Plus	43151504	PM Only Onsite
27	LPCR Plus	47580592	PM Only Onsite
28	LPCR Plus	40897659	PM Only Onsite
29	LPCR Plus	40897660	PM Only Onsite

SERVICE AGREEMENT

This document sets forth the entire Product Service Plan Agreement ("Agreement") between Stryker Medical, (a division of Stryker Corporation), herein and after referred to as "Stryker", and Escambia Co Public Safety, herein and after, referred to as the "Customer". This is the entire Agreement and no other oral modifications are valid. This Agreement shall remain in effect unless canceled or modified by either party according to the following terms and conditions.

1. SERVICE COVERAGE AND TERM

Stryker shall provide to Customer the services (the "Services") as defined on Page 1 of the Stryker Quote as the equipment ProCare Program (hereinafter each, a "Service Plan"). The equipment covered under said Service Plan is set forth on Exhibit A to the Quote (the "Equipment"). The Services and Service Plan are ancillary to and not a complete substitute for the requirements of Customer to adhere to the routine maintenance instructions provided by Stryker, its equipment and operations manuals, and accompanying labels and/or inserts for the Equipment. Customer covenants and agrees that its personnel will follow the instructions and contents of those manuals, labels and inserts. When Equipment or a component is replaced, the item provided in replacement will be the Customer's property (if Customer owns the Equipment) and the replaced item will be Stryker's property. The Service Plan coverage, term, start date, and price of the Services appear on the Service Plan.

2. EQUIPMENT SCHEDULE CHANGES

During the term of the Agreement and upon each party's written consent, additional Equipment may be included in the Exhibit A. All additions are subject to the terms and conditions contained herein. Stryker shall adjust the charges and modify Exhibit A to reflect the additions.

3. INSPECTION SCHEDULING

Service inspections will be scheduled in advance at a mutually agreed upon time for such period of time as is reasonably necessary to complete the Services. Equipment not made available at the specified time will be serviced at the next scheduled service inspection unless specific arrangements are made with Stryker. Such arrangements will include travel and other special charges at Stryker's then current rates.

4. INSPECTION ACTIVITY

On each scheduled service inspection, Stryker's Service Representative will inspect each available item of Equipment as required in accordance with Stryker's then current Maintenance procedures for said Equipment. If there is any discrepancy or questions on the number of inspections, price, or Equipment, Stryker may amend this Agreement.

5. CUSTOMER OBLIGATIONS

Customer shall use commercially reasonable efforts to cooperate with Stryker in connection with Stryker's performance of the Services. Customer understands and acknowledges that Stryker employees will not provide surgical or medical advice, will not practice surgery or medicine, will not come in physical contact with the patient, will not enter the "sterile field" at any time, and will not direct equipment or instruments that come in contact with the patient during surgery. Customer's personnel will refrain from requesting Stryker employees to take any actions in violation of these requirements or in violation of applicable laws, rules or regulations, Customer policies, or the patient's informed consent. A refusal by Stryker employees to engage in such activities shall not be a breach of this Agreement. Customer consents to the presence of Stryker employees in its operating rooms, where applicable, in order for Stryker to provide Services under this Agreement and represents that it will obtain all necessary consents from patients.

6. SERVICE INVOICING

Invoices will be sent on the agreed payment method. All prices are exclusive of state and local use, sales or similar taxes. In states assessing upfront sales and use tax, Customer's payments will be adjusted to include all applicable sales and use tax amortized over the Service Plan term using a rate that preserves for Stryker, its affiliates and /or assigns, the intended economic yield for the transaction described in this Agreement. All invoices issued under this Agreement are to be paid within thirty (30) days of the date of the invoice. Failure to comply with Net 30 Day terms will constitute breach of contract and future Service will only be made on a prepaid or COD basis, or until the previous obligation is satisfied, or both. Stryker reserves the right, with no liability to Stryker, to cancel any contract on the basis of payment default for any previous equipment or service provided by Stryker or any of its affiliates.

7. PRICE CHANGES

The Service prices specified herein are those in effect as of the date of acceptance of this Agreement and will continue in effect throughout the term of the Service Plan.

8. INITIAL INSPECTION

This Agreement shall be applicable only to such Equipment as listed in Exhibit A, which has been determined by a Stryker's Representative to be in good operating condition upon his/her initial inspection thereof.

9. OPERATION MAINTENANCE

Stryker's Services are ancillary to and not a complete substitute for the requirements of Customer to adhere to the routine maintenance instructions provided by Stryker, it's Equipment and operations manuals, and accompanying labels and/or inserts for each item of Equipment. Customer's appropriate user personnel should be entirely familiar with the instructions and contents of those manuals, labels and inserts and implement them accordingly.

10. SERVICE PLAN WARRANTY AND LIMITATIONS

Stryker represents and warrants that the Services shall be performed in a workmanlike manner and with professional diligence and skill. Services will comply with all applicable laws and regulations. During the term of the Service Plan, Stryker will maintain the Equipment in good working condition. Notwithstanding any other provision of this Agreement, the Service Plan does not include repairs or other services made necessary by or related to, the following: (1) abnormal wear or damage caused by misuse or by failure to perform normal and routine maintenance as set out in the Stryker maintenance manual or operating instructions. (2) accidents (3) catastrophe (4) acts of god (5) any malfunction resulting from faulty maintenance, improper repair, damage and/or alteration by non-Stryker authorized personnel (6) Equipment on which any original serial numbers or other identification marks have been removed or destroyed; or (7) Equipment that has been repaired with any unauthorized or non-Stryker components. In addition, in order to ensure safe operation of the Equipment, only Stryker accessories should be used. Stryker reserves the right to invalidate the Service Plan if Equipment is used with accessories not manufactured by Stryker.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION ARE THE ONLY WARRANTIES APPLICABLE TO THE SERVICES AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTY BY STRYKER, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

11. WAIVER EXCLUSIONS

No failure to exercise and no delay by Stryker in exercising any right, power or privilege hereunder shall operate as a waiver thereof. No waiver of any breach of any provision by Stryker shall be deemed to be a waiver by Stryker of any preceding or succeeding breach of the same or any other provision. No extension of time by Stryker for performance of any obligations or other acts hereunder or under any other Agreement shall be deemed to be an extension of time for performances of any other obligations or any other acts by Stryker.

12. LIMITATION OF LIABILITY

EXCEPT FOR THIRD PARTY DAMAGES RELATED TO STRYKER'S INDEMNITY OBLIGATIONS UNDER SECTION 13, STRYKER'S LIABILITY ARISING UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNT OF SERVICE FEES PAID DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. IN NO INSTANCE WILL STRYKER BE LIABLE TO CUSTOMER FOR INCIDENTAL, PUNITIVE, SPECIAL, COVER, EXEMPLARY, MULTIPLIED OR CONSEQUENTIAL DAMAGES OR ATTORNEYS' FEES OR COSTS FOR ANY ACTIONS UNDER OR RELATED TO THIS AGREEMENT.

13. INDEMNIFICATION

Stryker shall indemnify and hold harmless Customer from any loss or damage brought by a third party which Customer may suffer directly as a result of the gross negligence or willful misconduct of Stryker or its employees or agents in the course of providing Services. The foregoing indemnification will not apply to any liability arising from: (i) an injury or damage due to the negligence of any person other than Stryker's employee or agent; (ii) the failure of any person other than Stryker's employee or agent to follow any instructions outlined in the labeling, manual, and/or instructions for use of the Equipment; (iii) the use of any equipment or part not purchased from Stryker or any equipment or any part thereof that has been modified, altered or repaired by any person other than Stryker's employee or agent; or (iv) any actions taken or omissions made by any Stryker employee while under the direction or control of Customer's staff. Customer agrees to hold Stryker harmless from and indemnify Stryker for any claims or losses or injuries arising from (i)-(iv) above resulting from Customer's or its employees' or agents' actions.

14. TERM AND TERMINATION

The Agreement shall commence on the date indicated on the first Service Plan entered into between the parties and shall continue until Stryker ceases to provide Services or the Agreement is canceled by either party by giving a ninety (90) days prior written notice of any such cancellation to the other party. If this Agreement is canceled during or before the expiration date of the Agreement, Customer will owe for the months covered up to the cancellation date of the Agreement and for any parts, labor, and travel charges, required to maintain Equipment, exceeding that already paid during the Agreement. In the event Customer has pre-paid for the services hereunder, any unused amount as of the date of cancellation shall be returned to the Customer on a pro-rata basis.

15. FORCE MAJEURE

Except for Customer's payment obligations, which may only be delayed and not excused entirely, neither party to this Agreement will be liable for any delay or failure of performance that is the result of any happening or event that could not reasonably have been avoided or that is otherwise beyond its control, provided that the party hindered or delayed immediately notifies the other party describing the circumstances causing delay. Such happenings or events will include, but not be limited to, terrorism, acts of war, riots, civil disorder, rebellions, fire, flood, earthquake, explosion, action of the elements, acts of God, inability to obtain or shortage of material, equipment or transportation, governmental orders, restrictions, priorities or rationing, accidents and strikes, lockouts or other labor trouble or shortage.

16. INSURANCE REQUIREMENTS

Stryker shall maintain the following insurance coverage during the term of the Agreement: (i) commercial general liability coverage, including coverage for products and completed operations liability, with minimum limits of $1,000,000.00 per occurrence and $2,000,000.00 annual aggregate applying to bodily injury, personal injury, and property damage; (ii) automobile liability insurance with combined single limits of $1,000,000.00 for owned, hired, and non-owned vehicles; and (iii) worker's compensation insurance as required by applicable law. At Customer's written request, certificates of insurance shall be provided by Stryker prior to commencement of the Services at any premises owned or operated by Customer. To the extent permitted by applicable laws and regulations, Stryker shall be permitted to meet the above requirements through a program of self-insurance.

17. WARRANTY OF NON-EXCLUSION

Each party represents and warrants that as of the Effective Date, neither it nor any of its employees, are or have been excluded terminated, suspended, or debarred from a federal or state health care program or from participation in any federal or state procurement or non- procurement programs. Each party further represents that no final adverse action by the federal or state government has occurred or is pending or threatened against the party, its affiliates, or, to its knowledge, against any employee, Stryker, or agent engaged to provide Services under this Agreement. Each party also represents that if during the term of this Agreement it, or any of its employees becomes so excluded, terminated, suspended, or debarred from a federal or state health care program or from participation in any federal or state procurement or non-procurement programs, such will promptly notify the other party. Each party retains the right to terminate or modify this Agreement in the event of the other party's exclusion from a federal or state health care program.

18. COMPLIANCE

Stryker, as supplier, hereby informs Customer, as buyer, of Customer's obligation to make all reports and disclosures required by law or contract, including without limitation properly reporting and appropriately reflecting actual prices paid for each item supplied hereunder net of any discount (including rebates and credits, if any) applicable to such item on Customer's Medicare cost reports, and as otherwise required under the Federal Medicare and Medicaid Anti-Kickback Statute and the regulations thereunder (42 CFR Part 1001.952(h)). Pricing under this Agreement (and each Service Plan) may constitute discounts on the purchase of Services. Customer represents that (i) it shall make all required cost reports, and (ii) it has the corporate power and authority to make or cause such cost reports to be made. To the extent required by law, Customer and Stryker agree to comply with the Omnibus Reconciliation Act of 1980 (P.L. 96Z499) and it's implementing regulations (42 CFR, Part 420). To the extent applicable to the activities of Stryker hereunder, Stryker further specifically agrees that until the expiration of four (4) years after furnishing Services pursuant to this Agreement, Stryker shall make available, upon written request of the Secretary of the Department of Health and Human Services, or upon request of the Comptroller General, or any of their duly authorized representatives, this Agreement and the books, documents and records of Stryker that are necessary to verify the nature and extent of the costs charged to Customer hereunder. Stryker further agrees that if Stryker carries out any of the duties of this Agreement through a subcontract with a value or cost of ten thousand dollars ($10,000) or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives the subcontract, and books and documents and records of such organization that are necessary to verify the nature and extent of such costs.

19. CONFIDENTIALITY

The parties hereto shall hold in confidence this Agreement and the terms and conditions contained herein (including Services Plan pricing) and any information and materials which are related to the business of the other or are designated as proprietary or confidential, herein or otherwise, or which a reasonable person would consider to be proprietary or confidential information; and (b) hereby covenant that they shall not disclose such information to any third party without prior written authorization of the one to whom such information relates. The rights and remedies available to a party hereunder shall not limit or preclude any other available equitable or legal remedies.

20. HIPAA

Stryker is not a "business associate" of Customer, as the term "business associate" is defined by HIPAA (the Health Insurance Portability and Accountability Act of 1996 and 45 C.F.R. parts 142 and 160-164, as amended). To the extent the parties mutually agree that Stryker becomes a business associate of Customer, the parties agree to negotiate to amend the Service Plan or this Agreement as necessary to comply with HIPAA, and if an agreement cannot be reached the applicable Service Plan will immediately terminate. All medical information and/or data concerning specific patients (including, but not limited to, the identity of the patients), derived incidentally during the course of this Agreement, shall be treated by both parties as confidential, and shall not be released, disclosed, or published to any party other than as required or permitted under applicable laws. Notwithstanding the foregoing, Stryker may be considered a "business associate" of Customers related to any Service Plan for wireless products and/or other designated business associate services. If Stryker is considered a "business associate" of Customer, Stryker will agree to enter into a business associate agreement with Customer as required by HIPAA.

21. MISCELLANEOUS

Neither party may assign or transfer their rights and/or benefits under this Agreement without the prior written consent of the other party, except that Stryker shall have the right to assign this Agreement or any rights under or interests in this Agreement to any parent, subsidiary or affiliate of Stryker. All of the terms and provisions of this Agreement shall be binding upon, shall inure to the benefit of, and be enforceable by permitted successors and assigns of the parties to this Agreement. This Agreement shall be construed and interpreted in accordance with the laws of the State of Michigan. The invalidity, in whole or in part, of any of the foregoing paragraphs, where determined to be illegal, invalid, or unenforceable by a court or authority of competent jurisdiction, will not affect or impair the enforceability of the remainder of the Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations and agreements between the parties concerning the subject matter of this Agreement. In the event of an inconsistency or conflict between this Agreement and any purchase order, invoice, or similar document, this Agreement will control. Any inconsistency or conflict between the terms of this Agreement and a Service Plan shall be resolved in factor of the Service Plan. The sections entitled Limitation of Liability, Indemnification, Compliance, Confidentiality and Miscellaneous of this Agreement shall survive its termination or expiration.

22. MAINTENANCE INSPECTION

This service contract may include products which are beyond their warranty period and tested expected service life. Any such product will be inspected to determine if the product meets the operations and maintenance manual guidelines for that particular product as of the date of inspection. Despite any such inspection, Stryker makes no claims or assurances as to future performance, including no express or implied warranty, for any product which was inspected outside of its warranty period or beyond its tested expected service life.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17196 **County Administrator's Report 13. 13.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/05/2019
Issue: Approval to Issue Fiscal Year 2019-2020 Purchase Order in Excess of $25,000 to SwagIT Productions, LLC
From: Bart Siders, Department Director
Organization: Information Technology
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval to Issue Fiscal Year 2019-2020 Purchase Order, in Excess of $25,000, to Swagit Productions, LLC, for Video Streaming Services - Bart Siders, Information Technology Department Director

That the Board authorize the issuance of a Fiscal Year 2019-2020 Purchase Order to Swagit Productions, LLC, of Plano, Texas for Video Streaming Services, in the amount of $27,600. This hosted solution will provide 24 hour a day, 7 day a week continuous streaming of the Escambia County Television Programing and on-demand video streaming of the Board of County Commissioners' (BCC) Meetings that are indexed to the published meeting Agendas.

[Funding Source: Funds are available in the current Budget, Fund 001, General Fund, Cost Center 270102, Object Code 54601]

BACKGROUND:

The County has offered video streaming of the BCC meetings for many years. The issuance of this Purchase Order is necessary to ensure continuity of the video streaming service with a hosted solution that will provide 24x7 continuous streaming of the Escambia County TV programming, on-demand video streaming of the BCC meetings that are indexed to the published meeting agendas.

BUDGETARY IMPACT:

Funds are available in the current year Budget, Fund 001, General Fund, Cost Center 270102, Object Code 54601.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Escambia County, FL Code of Ordinances, Chapter 46, Article II, Purchase and Contracts. Per the guidance received at the October 3, 2019, Board Meeting, all purchases over $25,000 must have BCC approval.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue a Purchase Order.

Attachments

Swagit Quote

P.O. Box 251002, Plano, TX 75025-1002 • Fax 214-750-9513 • corporate@swagit.com
Make checks payable to Swagit Productions, LLC

SWAGIT QUOTE TO:

To: Information Technology Department, Escambia County, Florida

ATTN: Veronica V. Fountain (vvfounta@myescambia.com)

Created Date: 11/19/2019
Valid for 60 days

COST FY 2019			
Item & Description	*Quantity*	*Rate*	*One-Time Cost*
Content Delivery Package 5: EASE - 150 • (EASE™) Up to 150 Indexed meetings per year • Up to 120 hours of specialty content per year • 24/7 HD LIVE Stream	12	$ 2,300.00	$ 27,600.00
		Total Cost:	**$ 27,600.00**

Swagit is the sole source provider of Swagit's Extensible Automated Streaming Engine (EASE™) software framework. The EASE™ application is manufactured, leased and distributed by Swagit alone.

SIGNATURE & DATE _____

CONTACT NAME _____

PHONE NUMBER _____

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17194 **County Administrator's Report 13. 14.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/05/2019
Issue: Group Medical Insurance
From: Jana Still, Department Director
Organization: Human Resources
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Group Medical Insurance - Jana E. Still, Human Resources Department Director

That the Board 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]

BACKGROUND:

On an annual basis, the County offers a Medicare Group Medicare Advantage Plan for retirees to enroll. The Advantage Plan offers the retirees the capability to use a group plan platform with Medicare options and does not affect our group's overall claims history. This plan offers a Medical Plan with Rx coverage and Rx coverage only, with no coverage gap.

The BlueMedicare Group Master Agreement is CMS compliant and sets the premiums for 2019. Retirees pay the full premiums. This year, the Advantage Plan premium went from $329.56 to $347.95 and the Rx2 only plan went from $173.80 to $181.14. The premiums are determined by CMS (Medicare) and are based on the plan's experience.

BUDGETARY IMPACT:

Funds are available in Fund 501, Internal Service Fund, Cost Center 150108, Object Code 54501. Final funding will be provided to the Board upon completion of Contract negotiations.

LEGAL CONSIDERATIONS/SIGN-OFF:

This is in accordance with Florida Statutes 112.09 and 112.0801. The County Attorney's Office has reviewed the BlueMedicare Group Master Agreement and deemed it legally sufficient.

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

BlueMedicare Master Agreement 010120

BLUEMEDICARE GROUP MASTER AGREEMENT

SECTION 1: INTRODUCTION

This BlueMedicare Group Master Agreement (this "Agreement") describes the rights and obligations which you and Blue Cross and Blue Shield of Florida, Inc. ("Florida Blue") have with respect to the group Medicare Advantage, Medicare Advantage Prescription Drug Plan, and/or standalone Medicare Prescription Drug Plan (hereinafter, "Medicare Plan(s)") coverage to be provided by us to your Covered Retirees and Covered Dependents.

References to "we", "us", "our," and Florida Blue throughout this Agreement refer to Blue Cross and Blue Shield of Florida, Inc. In exchange for your payment of the Premium, we agree to provide the coverage and/or benefits specified in the Evidence of Coverage for the Medicare Plan(s) ("Evidence of Coverage"), a copy of which is attached to this Agreement. The coverage to be provided by us under the Group Plan which you have established is described in the Evidence of Coverage.

SECTION 2: DEFINITIONS

Certain terms defined in the Agreement are also used and defined (for the convenience of Covered Persons) in the Evidence of Coverage. If a word or phrase starts with a capital letter, it is either the first word in a sentence, a proper name, a title, or a defined term. The following defined terms apply to this Agreement:

Anniversary Date means the date one year after the Effective Date of coverage and subsequent annual anniversaries or such other date as mutually agreed to in writing by the parties.

Appeal means a request submitted by or on behalf of a Covered Person for a review of our decision to deny a request for coverage of health care services or prescription drugs or payment for services or drugs.

CMS means the Centers for Medicare and Medicaid Services.

CMS Requirements means the provisions of Parts C and D of Title XVIII of the Social Security Act, CMS Medicare Part C and D regulations at 42 C.F.R. Parts 422 and 423, the CMS Managed Care and Prescription Drug Benefit Manuals, other CMS instructions and guidance and the provisions of Florida Blue's contracts with CMS to offer the Medicare Plans.

Covered Dependent means an Eligible Dependent who continues to meet all applicable eligibility requirements described in the Evidence of Coverage and who is enrolled, and actually covered, under the Agreement other than as a Covered Retiree.

Covered Person means a Covered Retiree or a Covered Dependent.

Covered Retiree means an Eligible Retiree, who continues to meet all applicable eligibility requirements described in the Evidence of Coverage and who is enrolled, and actually covered, under the Agreement other than as a Covered Dependent.

Effective Date for the Group means 12:01 a.m. on the date specified on the last page of this Agreement and for Covered Persons means 12:01 a.m. on the date coverage will begin as specified in the Evidence of Coverage.

Eligible Dependent means an individual who meets and continues to meet all of the eligibility requirements described in the Evidence of Coverage.

Eligible Retiree means an individual who meets and continues to meet all of the eligibility requirements set forth in the Evidence of Coverage and is eligible to enroll as a Covered Retiree. An Eligible Retiree is not a Covered Retiree until actually enrolled and accepted for coverage as a Covered Retiree by us.

Enrollment Forms means those forms, electronic or paper, which are approved by us and used to maintain accurate enrollment files under the Agreement.

Grace Period means the sixty (60) calendar day period beginning on the date the Premium is due.

Grievance means a type of complaint submitted by a Covered Person (or other person eligible under CMS Requirements to submit a Grievance) about us or one of our network providers or pharmacies, including a complaint concerning the quality of care. This type of complaint does not involve coverage or payment disputes.

Group means the employer, labor union, association, partnership, corporation, department, other organization or entity through which coverage and benefits are issued by us.

Note: References to "you" or "your" throughout the first part of this Agreement also refer to the Group. References to “you” or “your” in the Evidence of Coverage refer to Eligible Retirees, Eligible Dependents, Covered Retirees and/or Covered Dependents depending on the context and intent of the specific provision.

Group Master Agreement or Agreement means the written document which is evidence of the entire agreement between the Group and Florida Blue whereby coverage and benefits are provided to Covered Persons.

Late Enrollment Penalty (“LEP”) means an amount added to the Part D Premium of an individual who did not have Part D coverage or other creditable prescription drug plan when the individual first became eligible for Part D or who had a break in Part D or other creditable prescription drug coverage for at least 63 days.

Low Income Subsidy (“LIS”) means the premium subsidy amount paid to us by CMS for qualifying Covered Persons with Medicare Part D coverage.

Medicare Plan means the group Medicare Advantage Plan, Medicare Advantage Prescription Drug Plan, and/or standalone Medicare Prescription Drug Plan that you select.

Premium means the amount required to be paid by the Group to us for coverage under this Agreement.

Service Area means a geographic area where a Medicare Plan accepts members.

SECTION 3: ELIGIBILITY, ENROLLMENT, AND DISENROLLMENT

A. Eligibility Determination

Determination of whether an individual is an Eligible Retiree or Eligible Dependent will be a two-step process:

1. You will determine whether the individual is eligible to participate in the retiree group health benefit plan that you sponsor. For individuals meeting your eligibility criteria, you will promptly forward completed applications to us. You are responsible for complying with all applicable laws and regulations, including but not limited to the Employee Retirement Income Security Act (ERISA) and the Internal Revenue Code, in making this eligibility determination. You must also comply with all eligibility guidelines included in the benefit administrative guide and Evidence of Coverage.

2. After receiving a complete application, we will process the application in accordance with CMS Requirements. An application must be approved by us and accepted by CMS for an individual to be enrolled in a Medicare Plan.

B. Distribution of Enrollment Materials

You may only distribute materials describing the Medicare Plan that we have provided to you or that we have approved in writing. You will distribute any pre-enrollment materials that we provide to you to each potential enrollee before collecting enrollment applications. Nothing in this Section will preclude you from making additional disclosures about your group health benefit plan as applicable to comply with ERISA, such as a wrap-around summary plan description or other plan document. If applicable, you are solely responsible for compliance with ERISA disclosure requirements in connection with the Medicare Plan(s).

C. Group Disenrollment

If you decide to disenroll all Covered Persons from a Medicare Plan, you must:

1. Notify all beneficiaries that you intend to disenroll them from the Medicare Plan. You will provide this notice at least twenty one (21) calendar days before the disenrollment. This notice will explain how to contact Medicare for information about other plan options that may be available. You will include language provided by Florida Blue in this notice to meet specific CMS Requirements for notice contents.

2. Provide us with all information necessary to submit a complete disenrollment request transaction to CMS in accordance with CMS Requirements.

3. In the event of termination of this Agreement, provide advanced notice in accordance with Section 4 of this Agreement.

D. Individual Covered Person Disenrollment

Covered Persons may be disenrolled from a Medicare Plan by Florida Blue if they become ineligible for continued enrollment. Covered Persons may also be disenrolled if this Agreement terminates or if you

inform us that they are no longer eligible to participate in your retiree group health plan. If Florida Blue determines that a Covered Person is ineligible for continued enrollment or if you instruct us to disenroll an individual, you must:

1. Provide us with at least thirty (30) calendar days advanced notice of the ineligibility or disenrollment election of an individual; and

2. Provide the Covered Person(s) who will be disenrolled with at least twenty one (21) calendar days advanced notice of the termination and of other insurance options that are available to them. You will include language provided by Florida Blue in this notice to meet specific CMS Requirements for notice contents.

The Covered Person will have the opportunity to elect another plan offered by us or by you, join Original Medicare, or join another carrier's Medicare Plan (by submitting an enrollment request to that organization).

SECTION 4: TERM AND TERMINATION

A. Term of Agreement and Renewal Process

This Agreement shall become effective as of the Effective Date provided: (1) that we accept your Group Application; and (2) that you pay the required initial Premium specified by us.

This Agreement shall continue in effect until the first Anniversary Date following the Effective Date unless terminated earlier as permitted by its terms. After the initial term, this Agreement shall automatically renew each succeeding year on the Anniversary Date for an additional one-year period unless:

1. At least sixty (60) calendar days prior to such Anniversary Date, you notify us that you do not want the Agreement to automatically renew; or

2. It is terminated as permitted by its terms.

At least ninety (90) calendar days before each Anniversary Date, we will provide you with notice of changes in Premium and benefits under the Medicare Plan for the upcoming year (the "Renewal Notice").

If this Agreement renews as specified above, all of its terms and provisions (including the Premium due) shall be amended to include the terms of the Renewal Notice, and the amended Agreement shall govern coverage as of the Anniversary Date. Payment of the new charges shall constitute acceptance of the change in Premium rates. This Agreement is conditionally renewable. This means that it automatically renews each year on your Anniversary Date unless terminated earlier in accordance with its terms.

B. Termination by Group

The Group may cancel this Agreement on its Anniversary Date by giving written notice to us at least sixty (60) calendar days in advance, unless we have initiated a termination for any of the reasons stated below.

C. Termination by Florida Blue

We may terminate this Agreement or refuse to renew for the following reasons:

1. **Failure to Pay Premiums**. You do not pay Premiums in accordance with its terms or we have not received timely Premium payments prior to the end of the Grace Period. Termination of this Agreement for failure to pay premiums shall be effective as of the end of the Grace Period. In the event of such termination, you are obligated to pay the following:

    a. Any portion of the Premium due for coverage provided by us prior to termination; and

    b. Any amounts otherwise due us.

2. **Fraud or Intentional Misrepresentation of Material Fact.** You perform an act, or engage in any practice, that constitutes fraud or make an intentional misrepresentation of material fact.

3. **Group Contribution and Participation and CMS Rules.** You do not comply with: (1) a material provision which relates to rules for Group contributions or Covered Person participation; or (2) any provision in this Agreement which relates to LIS or other CMS Requirements.

4. **Service Area**. There is no longer any Covered Person who lives, resides, or works in the Service Area.

5. **Termination or Non-renewal of the CMS Contract**. We will provide you with at least ninety (90) calendar days' notice upon termination or non-renewal of our contract with CMS.

Except as specifically provided in this Subsection 4.C, if we decide to terminate or not renew the Agreement based on one or more of the circumstances mentioned above, we will give you at least forty-five (45) calendar days advance written notice.

D. Notification of Termination to Covered Retirees

It is your obligation to immediately notify each Covered Person of any such termination of this Agreement for any reason, consistent with the requirements of Section 3 of this Agreement.

E. Representations Made By, and Obligations of, the Group

In agreeing to provide coverage in accordance with the terms of this Agreement, we rely on the representations you made when you applied for coverage with us and your representation that you have authority to act on behalf of all Covered Persons with respect to this Agreement. Consequently, every act by, agreement with, or notice given to, you will be binding on all Covered Persons. You agree that you shall offer to all Eligible Retirees the opportunity to become a Covered Person under this Agreement. You agree that, if requested by us, you will distribute the Evidence of Coverage and other coverage materials to Covered Persons.

SECTION 5: PAYMENT PROVISIONS

A. Monthly Invoice

We will prepare a monthly invoice of the Premium due on or before the due date. This monthly invoice will also reflect any prorated charges and credits resulting from changes in the number of Covered Persons and changes in the types of coverage that took place in the previous or current month.

If you become aware that a Covered Person will become ineligible, you must provide us with written notice of such ineligibility as described in Section 3 of this Agreement. You shall be liable to us for the Premium due for each individual enrolled in a Medicare Plan under this Agreement until the effective date of disenrollment, which is set by CMS Requirements.

You must pay the total amount of the invoice. Do not add names to an invoice, change coverage or pay for a retiree or dependent whose name does not appear on the invoice. No changes can be made to a Group invoice unless a signed application form is on file and submitted to Florida Blue. Payment shall be for the total amount of the Group invoice.

B. Payment Due Date

The first Premium payment is due before the Effective Date of the Agreement. Each following payment is due monthly unless you agree with us in writing on some other method and/or frequency of payment. The Premium is due and payable on or before the first day of each succeeding calendar month to which such payments apply.

C. Grace Period

This Agreement has a sixty (60) calendar day Premium payment Grace Period, which begins on the date the Premium payment is due. If we do not receive the required Premium payment on or before the date it is due, it may be paid during this Grace Period. Coverage will stay in force during the Grace Period. If Premium payments are not received by the end of the Grace Period, we will terminate this Agreement and proceed with the disenrollment of Covered Persons as described in Section 3 of this Agreement.

D. Changes in Premium

Premium rates may be changed on your Anniversary Date as described in Section 4.A above regarding renewal.

E. Other Rules Regarding the Payment of Premiums

1. CMS rules govern the effective date of any disenrollment of a Covered Person under this Agreement, and we are not required to retroactively terminate this Agreement or coverage for any Covered Person.

2. If full payment of the Premium is not paid when due, this Agreement may be terminated as described in Section 4 of this Agreement.

F. Premium Subsidization

You may subsidize Premium amounts charged to Eligible Retirees. You are responsible for compliance with all applicable laws and regulations relating to your subsidy of Premiums, including ERISA and CMS Requirements, as applicable. You acknowledge and agree that Premium subsidization may vary for different classes of Eligible Retirees only if such classes are reasonable and based on objective business criteria. You represent and warrant that you will not vary Premium subsidization based on any Covered Person's eligibility for LIS. Further, you will not vary Premium subsidization for individuals within a given class of Eligible Retirees. In no case will you charge an Eligible Retiree more than the sum of the monthly Premium that we charge you for the Medicare Plan benefits.

G. Low Income Subsidy

You will comply with the following requirements in connection with LIS:

1. You are required to pass through any LIS payments received from CMS to reduce the Premium amount that the Covered Retiree pays. You will first apply any LIS amounts to a Covered Person's share of Premium. You may not benefit from any LIS amount until the Premium for a Covered Person (including amounts for the non-drug benefits in a combined Medicare Advantage Prescription Drug Plan) paid by a Covered Retiree is reduced to zero ($0.00).

2. You are responsible for reducing up-front Premium contributions that you collect from Covered Retirees for any Covered Persons eligible for LIS. In limited situations where you are unable to reduce the up-front Premium contribution (*e.g.* if LIS is awarded retroactively), you will directly refund the LIS amount to the Eligible Retiree within fifteen (15) calendar days of the date you receive the LIS amount from Florida Blue.

H. Late Enrollment Penalty (LEP)

The Premium for an individual Covered Person may be higher if the Covered Person is assessed an LEP for not enrolling in Part B in a timely manner. This higher Premium will be reflected on the bill you receive from us.

I. Premium Billing

You will be responsible for the payment of the "Total Monthly Premium per Covered Retiree" of all Group members. The Total Monthly Premium may be less for Covered Persons who qualify for LIS as defined by CMS. You will also be responsible for any LEP charges that Group members have been assessed by CMS. The first Premium charge is payable before the Effective Date of this Agreement. Monthly charges are payable on the first day of each following month during the time this Agreement is in effect.

J. Retroactive Premium Adjustment

The monthly charge will be determined from our records by the number of Covered Retirees who have been confirmed through the CMS enrollment transaction process. Retroactive adjustments will be made for additions and terminations of Covered Retirees and for Covered Retirees who have been confirmed through the CMS enrollment transaction process after the initial billing statement. Any refund that is owed to a Covered Retiree must come from the Group, unless the Covered Retiree is billed directly by us. Florida Blue will only adjust the amount due of a Group and will not refund Premium(s) paid to a Covered Retiree, unless we mutually agree that a Covered Retiree is to be directly billed by Florida Blue. You must refund to Covered Retirees any amounts received from us that are due to Covered Retirees in a timely manner.

SECTION 6: HOST BLUE PLANS

A. Out-of-Area Services – Medicare Advantage

We have relationships with other Blue Cross and/or Blue Shield Licensees ("Host Blues") referred to generally as the "Inter-Plan Medicare Advantage Program." This Program operates under rules and procedures issued by the Blue Cross Blue Shield Association ("Association"). When members access

healthcare services outside the geographic area we serve, the claim for those services will be processed through the Inter-Plan Medicare Advantage Program. The Inter-Plan Medicare Advantage Program available to members under this agreement is described generally below.

B. Member Liability Calculation

When you receive Covered Services outside of our service area from a Medicare Advantage PPO network provider, the cost of the service, on which member liability (copayment/coinsurance) is based, will be either:

- The Medicare allowable amount for covered services; or
- The amount either we negotiate with the provider or the Host Blue negotiates with its provider on behalf of our members, if applicable. The amount negotiated may be either higher than, lower than, or equal to the Medicare allowable amount.

C. Nonparticipating Healthcare Providers Outside Our Service Area

When Covered Services are provided outside of our service area by nonparticipating healthcare providers, the amount(s) a member pays for such services will be based on either the payment arrangements, described above, for Medicare Advantage PPO network providers, Medicare's limiting charge where applicable or the provider's billed charge. In these situations, the member may be responsible for the difference between the amount that the nonparticipating healthcare provider bills and the payment we will make for the covered services as set forth in this paragraph. Payments for out-of-network emergency services will be governed by applicable federal and state law.

SECTION 7: GENERAL PROVISIONS

A. Administration and Record Retention

You must provide us with any information we need to administer the coverage and/or benefits to be provided or needed to compute the Premium due. While this coverage is in force, we have the right, at any reasonable time, to examine your records on any issues necessary to verify information provided by you. You must retain all records relating to this Agreement, including but not limited to those relating to LIS administration, for the current calendar year plus an additional ten (10) years.

B. Assignment and Delegation

You may not assign, delegate or otherwise transfer this Agreement and the obligations hereunder without our written consent. Any assignment, delegation, or transfer made in violation of this provision shall be void. We may assign, delegate, or otherwise transfer this Agreement to our successor in interest or an affiliated entity without your consent at any time.

C. Authorization

Where this Agreement requires that an act involving the administration of coverage and/or benefits be authorized or approved by us, such authorization or approval shall be considered given when provided in writing by a duly authorized officer of Florida Blue or his or her designee.

D. Evidence of Coverage

We will provide an Evidence of Coverage and ID Card for each Covered Retiree. The Evidence of Coverage will describe the coverage and benefits to be provided to Covered Persons by us.

You agree that, if requested by us, you will distribute the Evidence of Coverage (and any Endorsements to it) and other coverage materials to Covered Persons.

E. Grievance and Appeals Process

We have established and will maintain a process for hearing and resolving Grievances and Appeals raised by Covered Persons in accordance with CMS requirements. Details regarding this process are provided in the Evidence of Coverage.

F. Changes to the Agreement

Florida Blue may make any changes to this Agreement that are necessary to meet CMS Requirements ("CMS Mandated Amendments") with sixty (60) calendar days advanced written notice to you. Such changes shall become effective as amendments to this Agreement upon expiration of this sixty (60) calendar day notice period.

Except in the case of (a) CMS Mandated Amendments or (b) Renewal Notices as described in Section 4.A., no person may change, modify, or revise the written terms or provisions of this Agreement unless such change is made by a written amendment signed by one of our duly authorized officers. For example, no Eligible Retiree or agent of Florida Blue or the Group can change or waive the written terms or provisions of this Agreement except as stated in the first sentence of this paragraph.

G. Furnishing and Maintaining Enrollment Records

You must provide any information required by us for the purpose of creating and maintaining enrollment records, processing terminations, and recording changes in family status. In addition, you and each Eligible Retiree must submit accurate and complete Enrollment Forms on a timely basis. You are responsible for collecting the Enrollment Forms, reviewing them for accuracy and completeness, and forwarding them to us, along with the applicable Premium payment. All enrollment record information which is relevant to the eligibility or coverage status of any individual must be made available to us for inspection and copying upon request.

H. Errors or Delays

Clerical errors or delays by us in maintaining enrollment records regarding Covered Persons will not invalidate coverage which would otherwise be validly in force or continue coverage which would otherwise be validly terminated, provided you have furnished us with timely and accurate enrollment information. Errors or delays by you in furnishing accurate enrollment information to us will not affect our right to strictly enforce any and all eligibility requirements.

I. Entire Agreement

This Agreement sets forth the exclusive and entire understanding and agreement between the parties and shall be binding upon the Covered Persons, the parties, and any of their subsidiaries, affiliates, successors,

heirs, and permitted assigns. All prior negotiations, agreements, and understandings are superseded hereby. No oral statements, representations, or understanding by any person can change, alter, delete, add or otherwise modify the express written terms of this Agreement, which includes the terms of coverage and/or benefits set forth in the Evidence of Coverage, the Schedule of Benefits, and any other attachments, amendments or riders.

J. Financial Responsibilities of the Group

We reserve the right to recover any benefit payments made to or on behalf of any individual whose coverage has been terminated. Our recovery efforts may relate to benefit payments made for health care services rendered subsequent to the Covered Person's termination date and prior to the date notice of coverage termination is required to be made by you. Your cooperation with and support such recovery efforts is required.

In the event that you do not comply with the notice requirements set forth in Subsection 5.A (Monthly Invoice), you shall be solely liable to us for Premium due until the effective date established by CMS for a Covered Person's disenrollment.

K. Indemnification

You shall hold harmless and indemnify Florida Blue, against all claims, demands, liabilities, or expenses (including reasonable attorney fees and court costs), which are related to, arise out of, or are in connection with any of your acts or omissions, or acts or omissions of any of your employees, retirees or agents, in the performance of your obligations under this Agreement. We are not your agent, nor are you our agent, for any purpose. This paragraph shall only apply to the extent allowed under Florida Statutes § 768.28.

L. Representations on the Group Application and the Enrollment Forms

We rely on the information you and your Eligible Retirees provide to determine whether to issue coverage; the appropriate Premium and financing method; and eligibility for coverage. All such information must be accurate, truthful, and complete. Statements made on the Enrollment Forms are representations and not warranties.

We may cancel, terminate, or void this Agreement if the information which you provide is fraudulent, or if you make an intentional misrepresentation.

M. Reservation of Right to Contract

We reserve the right to contract with any individuals, corporations, associations, partnerships, or other entities for assistance with the servicing of coverage and benefits to be provided by us or obligations due, under this Agreement.

N. Service Mark

You, on behalf of the Group and its Covered Retirees, hereby expressly acknowledge your understanding that this Agreement constitutes a contract solely between you and Florida Blue. We are an independent corporation operating under a license with the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans, (the "Association") permitting us to use the Blue Cross and Blue Shield Service Mark in the state of Florida and that we are not contracting as the agent of the

Association. You further acknowledge and agree that you have not entered into this contract based upon representations by any person other than us and that no person, entity, or organization other than us shall be held accountable or liable to you for any of our obligations created under this Agreement. This paragraph shall not create any additional obligations whatsoever on our part other than those obligations created under other provisions of this Agreement.

O. Third Party Beneficiary

This Agreement was entered into solely and specifically for the benefit of Florida Blue and the Group. The terms and provisions of the Agreement shall be binding solely upon, and inure solely to the benefit of, Florida Blue and the Group, and no other person shall have any rights, interest or claims under this Agreement, including the Evidence of Coverage, or be entitled to sue for a breach thereof as a third-party beneficiary or otherwise. Florida Blue and the Group hereby specifically express their intent that health care providers that have not entered into contracts with Florida Blue to participate in Florida Blue's provider networks shall not be third-party beneficiaries under this Agreement, including the Evidence of Coverage.

P. Inspection and Audit

You shall permit CMS, The U.S. Department of Health and Human Services, the Comptroller General, or their designees, to inspect, evaluate, and audit any of your books, contracts, medical records, patient care documentation, documents, papers, and other records pertaining to coverage by providing records to Florida Blue, which will submit the records to CMS. This right to inspect, evaluate, and audit shall extend ten (10) years from the expiration or termination of the Agreement or completion of final audit, whichever is later, unless otherwise required by applicable law.

Q. Benefit Administrator Guide

We will provide you with a Benefit Administrator Guide, which provides details related to how your plan is administered and your responsibilities as a benefit administrator.

R. Member Communications and Campaigns

We may send CMS required or Florida Blue member communications without your consent. Samples of all required materials are available upon request for informational purposes.

We may also contact Covered Persons by telephone regarding any Florida Blue campaign and any campaign approved by the Florida Office of Insurance Regulation and/or CMS, as applicable. We will notify you of the campaign prior to making contact with members.

S. COBRA

You are solely responsible for determining when individuals are eligible for coverage under a Medicare Plan pursuant to the Consolidated Omnibus Budget Reconciliation Act ("COBRA"). You will notify us promptly of any COBRA elections. For more information on your COBRA responsibilities refer to the Benefit Administrator Guide.

* * * * * * *

In consideration of the payment of Premiums when due and subject to all of the terms of this Agreement, Blue Cross Blue Shield of Florida, Inc. hereby agrees to provide each enrollee of **Escambia Co Bd of Co Commissioners** the benefits of this Agreement as set forth in the attached Evidence of Coverage beginning on each enrollee's effective date.

The Group has selected the following plan and premium: **Blue Medicare Group PPO1Rx2 - $347.95 pmpm and Rx2 Only - $181.14 pmpm.**

The Group's Agreement is effective as of January 1, 2020.

IN WITNESS WHEREOF, the parties have executed this Agreement as of _____.

Blue Cross Blue Shield of Florida, Inc. (DBA Florida Blue)

By: _____
(Signature)

Name: Lynn Esposito
(Please Print or Type)

Title: Vice President, Sales Operations

Escambia Co Bd of Co Commissioners

By: _____
(Signature)

Name: Janice P. Gilley
(Please Print or Type)

Title: County Administrator

Witness: _____

Witness: _____

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 11-19-2019

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17195 **County Administrator's Report 13. 15.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/05/2019
Issue: Authorization to Take Action Regarding Defaulted Contract for Tuition Reimbursement Expenses
From: Jana Still, Department Director
Organization: Human Resources
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Authorization to Take Action Regarding Defaulted Contract for Tuition Reimbursement Expenses - Jana Still, Human Resources Director

That the Board take the following action concerning authorization for legal action related to defaulted tuition reimbursement expenses:

A. Authorize the County Attorney's Office to file a small claims case against Shayna Rudolph, related to the default of her respective Reimbursement Obligation of educational expenses; and

B. Authorize the County Attorney's Office to prepare, and the Chairman to sign, all documents related to the aforementioned action.

BACKUP TO BE DISTRIBUTED UNDER SEPARATE COVER.

BACKGROUND:

Shayna Rudolph entered into a Reimbursement Obligation with Escambia County on July 1, 2019. A Voucher - County of Escambia, Florida was submitted for advance payment on August 3, 2019. The aforementioned Reimbursement Obligation outlined committments to reimburse the County for all amounts expended by the County for related tuition and other eligible fees during the Program period. Ms. Rudolph tendered her resignation prior to fulfulling successful completion of courses. As of the day of this Recomendation, Ms. Rudolph owes the County $1,920.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office will prepare or approve all documents prior to execution by the Chairman.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Once authorized, the County Attorney's Office will file the necessary paperwork related to the small claim case.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17162 **County Administrator's Report 13. 16.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/05/2019
Issue: Change Order 1 to Purchase Order 200737 to Stop Loss Insurance Services, Inc.
From: Jana Still, Department Director
Organization: Human Resources
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Change Order, in Excess of $50,000, to Stop Loss Insurance Services, Inc., for Stop Loss Insurance for the County's Self-Funded Health Insurance Plan - Jana E. Still, Human Resources Department Director

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

Department:	Human Resources
Division:	Benefits
Type:	Addition
Amount:	$630,000
Vendor:	Stop Loss Insurance Services
Purchase Order:	200737
Change Order:	1
Original Award Amount:	$210,000
Cumulative Amount of Change Orders Through This Change Order:	$630,000
New Purchase Order Total:	$840,000

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

BACKGROUND:

When the budget for 2019-2020 was approved for October 1, 2019, our Stop Loss and Administrative fees were not established for the upcoming plan year (January 2020 – December 2020). The Board approved the original Purchase Order to pay through December 2020 with Board Action CAR II-19, on October 3, 2019. USI went out to the market and received a renewal with our present provider with no increase in premiums for next plan year. This was approved by the Board on October 17, 2019 (CAR II-22). This Board Action is to increase Purchase Order 200737 to support paying our Stop Loss Premiums through September 30, 2020.

BUDGETARY IMPACT:

Funding for the above Purchase Orders is through Fund 501, Health Plan.

LEGAL CONSIDERATIONS/SIGN-OFF:

This is in accordance with Florida Statutes 112.09 and 112.0801.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

County Ordinance, Chapter 46, Article II, Section 46-64 providing for Board approval of Contracts of $50,000 or greater.

IMPLEMENTATION/COORDINATION:

Upon Board approval, the Human Resources Department will generate a Change Order to increase the Purchase Order accordingly. The Human Resources Department will coordinate with the Office of Purchasing.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17133 **County Administrator's Report 13. 17.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/05/2019
Issue: Approval of Miscellaneous Appropriations Agreements
From: STEPHAN HALL, Budget Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Three Miscellaneous Appropriations Agreements for Fiscal Year 2019-2020 for Outside Agencies - Stephan Hall, Budget Manager, Management and Budget Services

That the Board take the following action concerning the Fiscal Year 2019-2020 Miscellaneous Appropriations Agreements for Outside Agencies:

A. Approve the following Miscellaneous Appropriations Agreements, to be paid from the General Fund (001), Cost Center 110201:

1. Emerald Coast Regional Planning Council f/k/a West Florida Regional Planning Council, in the amount of $21,289;

2. Pensacola & Perdido Bays Estuary Program, in the amount of $15,000; and

3. Amended and Restated Miscellaneous Appropriations Agreement for James B. Washington Education & Sports, Inc. This amended and restated Agreement is intended to supersede in its entirety the previous Miscellaneous Appropriations Agreement executed on October 17, 2019. This Amendment is for clarification purposes only and will not in any way effect monthly payment allocations;

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

C. Authorize the approval of the necessary Purchase Orders.

BACKGROUND:

The County makes payments in support of the activities of certain Outside Agencies approved by the Board. In order to recognize these Contractual Agreements and establish the source documents by which payment can be made, Board approval of these Agreements is necessary.

BUDGETARY IMPACT:

Funds are available in the Fiscal Year 2019/2020 Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Agreements have been reviewed and approved as to form and legal sufficiency by Kristin D. Hual, Senior Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval of Miscellaneous Appropriations Agreements is necessary.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Miscellaneous Appropriations Agreement-Emerald Coast Regional Planning

Budget Hearing Questions-Emerald Coast Regional Planning

Miscellaneous Appropriations Agreement-Pensacola-Perdido Bay Estuary Program

Amended and Restated Miscellaneous Appropriations Agreement-James B. Washington Education & Sports

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STATE OF FLORIDA
COUNTY OF ESCAMBIA

MISCELLANEOUS APPROPRIATIONS AGREEMENT BETWEEN ESCAMBIA COUNTY AND EMERALD COAST REGIONAL COUNCIL f/k/a WEST FLORIDA REGIONAL PLANNING COUNCIL

THIS AGREEMENT is made and entered into by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Emerald Coast Regional Council f/k/a West Florida Regional Planning Council, a public agency created pursuant to §§186.501, et. seq., Florida Statutes, authorized to conduct business in the State of Florida, FEI/EIN 59-0500582, with a principal address of 4801 E. Olive Road, Suite A, Pensacola, Florida 32514 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Recipient serves the citizens of Escambia County to provide professional planning, coordinating, and advisory services to local governments, state, and federal agencies and the public in order to preserve and enhance the quality of life in Northwest Florida; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by its dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County public monies to it; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety and general welfare of the residents of Escambia County that said expenditure of County tax monies serves an essential public purpose as established by law; and

WHEREAS, the County has appropriated from the County's General Fund for the County's current Fiscal Year 2019/20 (October 1 through September 30), the sum of **$21,289.00** to conduct a program generally described as Emerald Coast Regional Council f/k/a West Florida Regional Planning Council and more particularly described in Exhibit A, attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of §129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of §129.09, Florida Statutes, have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. "Bad Debts"- Losses arising from uncollectible accounts and other claims, and related costs;

2. "Contingencies"- Contributions to a contingency reserve or any similar provisions for unforeseen events;

3. "Contributions or Donations"- Contributions or donations to any organization;

4. "Entertainment"- Costs of amusement, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities;

5. "Fines and Penalties"- Costs resulting from violations of, or failure to comply with federal, state, and local laws and regulations governing this Agreement;

6. "Governor's Expenses"- The salaries and expenses of the Office of the Governor of the State of Florida or the chief executive of the County, which are considered a cost of general state or local government;

7. "Legislative Expenses"- The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction; and

8. "Interest and Other Financial Costs"- Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require;

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit

report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred and twenty (120) days of the close of the Recipient's fiscal year; and

G) To successfully perform the program more particularly described in Exhibit A.

Section 2. The Recipient may not enter into subcontracts or sub-grants under this Agreement without the County's prior written approval. When requesting approval, the Recipient must furnish the County with a copy of all proposed subcontracts or sub-grants. Approval of any subcontracts or sub-grants shall be granted at the County's sole discretion.

Section 3. The term of this Agreement shall commence on October 1, 2019, and expire on the 30th day of September 2020, unless canceled sooner with or without cause and for convenience by either party by providing thirty (30) days prior written notice of such cancellation to the other party.

Section 4. For the County's current Fiscal Year 2019/20 (October 1 through September 30), the County agrees to pay the Recipient the sum of **$21,289.00** for the program of activity payable in accordance with the procedures set forth in Exhibit B, attached hereto and incorporated by reference herein.

Section 5. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program that has a unit cost of $1,000.00 or more will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 6. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit A. Such report will be due within thirty (30) days of the close of Fiscal Year 2019-2020 and will include basic statistical information relevant to the program and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit A.

Section 7. The Recipient's approved budget, included in Exhibit A, and any changes in that budget which would affect expenditure of funds must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 8. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2020, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed ten percent (10%) of the current appropriation to the Recipient or $500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 9. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2020, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement on the respective dates under each signature below.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
~~Lumon J. May, Chairman~~ Steven Barry, Chairman

Date: _____

BCC APPROVED: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 10-11-2019

EMERALD COAST REGIONAL COUNCIL f/k/a WEST FLORIDA REGIONAL PLANNING COUNCIL

By: _____

Title: Chief Executive Officer

Date: 10-14-19

Attest:

Secretary

EXHIBIT A

2019/2020 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION:
Emerald Coast Regional Council f/k/a West
Florida Regional Planning Council.

APPROVED BUDGET

SALARIES, BENEFITS, AND PROGRAMMATIC
EXPENSES ASSOCIATED WITH THE PROGRAM
FUNCTIONS OF **EMERALD COAST REGIONAL COUNCIL**
f/k/a WEST FLORIDA REGIONAL PLANNING COUNCIL $21,289.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

Funding received from Escambia County will be utilized as matching dollars for the variety of programs offered that require mandatory funds. In doing so, Federal Transit Administration required match, Economic Development Administration required match, and many other programs that help to bring in millions of dollars to the region. As well as support the 30+ employees and programs offered to Escambia County.

EXHIBIT B

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).

- A fully executed Appropriations Agreement signed by the Recipient and an authorized County representative. It is the responsibility of the Recipient to be aware of and abide by the terms and conditions of the Agreement throughout the duration of Agreement.

- Invoicing should appear in accordance with the Agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**

- With the exception of the first payment, all appropriation payments are made to the entity on a reimbursement basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit A has been submitted for all monthly reimbursements. The first payment in the amount of 1/12 of the total approved budget will be advanced in October to assist the Recipient in starting the authorized program activity. Additional funds will not be released until the entity provides adequate supporting documentation showing proof of payments for eligible expenditures exhausting the initial sum. **For the remainder of the year, no funding will be advanced.** Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 p.m. will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

EMERALD COAST REGIONAL COUNCIL

Memo

To: Shawn S. Hunter

From: Austin Mount

Cc:

Date: September 23, 2019

Re: Budget hearing request

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1. Salary, name, and positions of top 5 employees:

Mount, A.	$149,999.98	Chief Executive Officer
Schwartz K.	$115.000.08	Chief Finance Officer
Washnock, M.	$ 81,411.46	Planning Manager
Quick, R.	$ 81,000.14	HR & Administrative Manager
Vacant	$ 81,000.14	Community & Economic Development Manager

2. Total cash and investments on hand:
   $1,887,223 (includes reserves)

3. Fees charged for services? Various

4. Background checks for volunteers and staff? Volunteers N/A, Staff – Yes

P.O. Box 11399; Pensacola, FL 32524-1399
850-332-7976 | Toll Free: 800-226-8914 | F: 850-637-1923 | TTY 711
ecrc.org

STATE OF FLORIDA
COUNTY OF ESCAMBIA

MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN ESCAMBIA COUNTY AND
PENSACOLA & PERDIDO BAYS ESTUARY PROGRAM

THIS AGREEMENT is made and entered into by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Pensacola & Pensacola Bays Estuary Program, an intergovernmental organization established through an interlocal agreement, as authorized by Section 163.01, Florida Statutes, et seq., and a FEI/EIN 59-6000598, with a principal address of 221 Palafox Place, 2nd Floor, Suite 200, Pensacola, Florida 32502 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Recipient serves the citizens of Escambia County to provide a vital source of environmental action which preserves and protects the County's bay natural resources; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by its dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County public monies to it; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety and general welfare of the residents of Escambia County that said expenditure of County tax monies serves an essential public purpose as established by law; and

WHEREAS, the County has appropriated from the County's General Fund for the County's current Fiscal Year 2019/20 (October 1 through September 30), the sum of **$15,000.00** to conduct a program generally described as Pensacola & Perdido Bays Estuary Program and more particularly described in Exhibit A, attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of §129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of §129.09, Florida Statutes, have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. "Bad Debts"- Losses arising from uncollectible accounts and other claims, and related costs;

2. "Contingencies"- Contributions to a contingency reserve or any similar provisions for unforeseen events;

3. "Contributions or Donations"- Contributions or donations to any organization;

4. "Entertainment"- Costs of amusement, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities;

5. "Fines and Penalties"- Costs resulting from violations of, or failure to comply with federal, state, and local laws and regulations governing this Agreement;

6. "Governor's Expenses"- The salaries and expenses of the Office of the Governor of the State of Florida or the chief executive of the County, which are considered a cost of general state or local government;

7. "Legislative Expenses"- The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction; and

8. "Interest and Other Financial Costs"- Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require;

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public

accountant licensed and in good standing in the State of Florida. This report will be due within one hundred and twenty (120) days of the close of the Recipient's fiscal year; and

G) To successfully perform the program more particularly described in Exhibit A.

Section 2. The Recipient may not enter into subcontracts or sub-grants under this Agreement without the County's prior written approval. When requesting approval, the Recipient must furnish the County with a copy of all proposed subcontracts or sub-grants. Approval of any subcontracts or sub-grants shall be granted at the County's sole discretion.

Section 3. The term of this Agreement shall commence on October 1, 2019, and expire on the 30th day of September 2020, unless canceled sooner with or without cause and for convenience by either party by providing thirty (30) days prior written notice of such cancellation to the other party.

Section 4. For the County's current Fiscal Year 2019/20 (October 1 through September 30), the County agrees to pay the Recipient the sum of **$15,000.00** for the program of activity payable in accordance with the procedures set forth in Exhibit B, attached hereto and incorporated by reference herein.

Section 5. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program that has a unit cost of $1,000.00 or more will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 6. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit A. Such report will be due within thirty (30) days of the close of Fiscal Year 2019-2020 and will include basic statistical information relevant to the program and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit A.

Section 7. The Recipient's approved budget, included in Exhibit A, and any changes in that budget which would affect expenditure of funds must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 8. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2020, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed ten percent (10%) of the current appropriation to the Recipient or $500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 9. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2020, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement on the respective dates under each signature below.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Steven Barry, Chairman

Date: _____

BCC APPROVED: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 11-19-2019

PENSACOLA & PERDIDO BAYS ESTUARY PROGRAM

By: _____
Robert Cole, Chairman

Date: 11/25/2019

Attest:
Witness

EXHIBIT A

2019/2020 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION: Pensacola & Perdido Bays Estuary Program

	APPROVED BUDGET
SALARIES, BENEFITS, AND PROGRAMMATIC EXPENSES ASSOCIATED WITH THE PROGRAM FUNCTIONS OF **PENSACOLA & PERDIDO BAYS ESTUARY PROGRAM**	**$15,000.00**

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

Requested funding will support Pensacola and Perdido Bay Estuary Program initiatives including environmental awareness, water quality monitoring, and development of a State of the Bay Report Card, among other programmatic activities associated with the Estuary Program. Staff will continue to leverage funds with grant opportunities that support the environmental needs of the citizens and visitors of the Pensacola and Perdido watersheds.

PPBEP staff will continue to engage stakeholders through committee meetings, outreach events, and social media in the development of the Comprehensive Conservation Management Plan (CCMP), a long-term roadmap for restoring and preserving Pensacola and Perdido Bays. PPBEP's mission is *"To protect and restore water quality and natural resources in the Pensacola and Perdido Bays' and watersheds through partnerships, using a scientifically-sound, community-based approach to enhance resilience."*

EXHIBIT B

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).

- A fully executed Appropriations Agreement signed by the Recipient and an authorized County representative. It is the responsibility of the Recipient to be aware of and abide by the terms and conditions of the Agreement throughout the duration of Agreement.

- Invoicing should appear in accordance with the Agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**

- With the exception of the first payment, all appropriation payments are made to the entity on a reimbursement basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit A has been submitted for all monthly reimbursements. The first payment in the amount of 1/12 of the total approved budget will be advanced in October to assist the Recipient in starting the authorized program activity. Additional funds will not be released until the entity provides adequate supporting documentation showing proof of payments for eligible expenditures exhausting the initial sum. **For the remainder of the year, no funding will be advanced.** Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 p.m. will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

STATE OF FLORIDA
COUNTY OF ESCAMBIA

AMENDED AND RESTATED MISCELLANEOUS APPROPRIATIONS AGREEMENT BETWEEN ESCAMBIA COUNTY AND JAMES B. WASHINGTON EDUCATION & SPORTS, INC.

THIS AMENDED AND RESTATED AGREEMENT is made and entered into by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and James B. Washington Education & Sports, Inc., a Florida not for profit corporation authorized to conduct business in the State of Florida, FEI/EIN 83-0799924, with a principal address of 5764 Jade Moon Circle, Milton, Florida 32583 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, on or about October 17, 2019, the parties previously entered into a Miscellaneous Appropriations Agreement relating to funds appropriated from the County's General Fund for the County's current Fiscal Year 2019/20; and

WHEREAS, this amended and restated Miscellaneous Appropriations Agreement is intended to supersede in its entirety the previous Miscellaneous Appropriations Agreement; and

WHEREAS, the Recipient serves the citizens of Escambia County by empowering and educating youth in the community through Academic Tutorial Programs, educational enrichment programs such as Life Skills Training, Employment Training, and Financial /Workshops, and Sports Programs to promote healthy, creative, and productive future leaders; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by its dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County public monies to it; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety and general welfare of the residents of Escambia County that said expenditure of County tax monies serves an essential public purpose as established by law; and

WHEREAS, the County has appropriated from the County's General Fund for the County's current Fiscal Year 2019/20 (October 1 through September 30), the sum of **$15,000.00** to conduct a program generally described as James B. Washington Education and Sports, Inc. and more particularly described in Exhibit A, attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of §129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of §129.09, Florida Statutes, have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. "Bad Debts"- Losses arising from uncollectible accounts and other claims, and related costs;

2. "Contingencies"- Contributions to a contingency reserve or any similar provisions for unforeseen events;

3. "Contributions or Donations"- Contributions or donations to any organization;

4. "Entertainment"- Costs of amusement, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities;

5. "Fines and Penalties"- Costs resulting from violations of, or failure to comply with federal, state, and local laws and regulations governing this Agreement;

6. "Governor's Expenses"- The salaries and expenses of the Office of the Governor of the State of Florida or the chief executive of the County, which are considered a cost of general state or local government;

7. "Legislative Expenses"- The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction; and

8. "Interest and Other Financial Costs"- Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require;

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred and twenty (120) days of the close of the Recipient's fiscal year; and

G) To successfully perform the program more particularly described in Exhibit A.

Section 2. The Recipient may not enter into subcontracts or sub-grants under this Agreement without the County's prior written approval. When requesting approval, the Recipient must furnish the County with a copy of all proposed subcontracts or sub-grants. Approval of any subcontracts or sub-grants shall be granted at the County's sole discretion.

Section 3. The term of this Agreement shall commence on October 1, 2019, and expire on the 30th day of September 2020, unless canceled sooner with or without cause and for convenience by either party by providing thirty (30) days prior written notice of such cancellation to the other party.

Section 4. For the County's current Fiscal Year 2019/20 (October 1 through September 30), the County agrees to pay the Recipient the sum of **$15,000.00** for the program of activity payable in accordance with the procedures set forth in Exhibit B, attached hereto and incorporated by reference herein.

Section 5. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program that has a unit cost of $1,000.00 or more will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 6. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit A. Such report will be due within thirty (30) days of the close of Fiscal Year 2019-2020 and will include basic statistical information relevant to the program and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit A.

Section 7. The Recipient's approved budget, included in Exhibit A, and any changes in that budget which would affect expenditure of funds must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 8. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2020, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in

the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed ten percent (10%) of the current appropriation to the Recipient or $500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 9. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2020, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement on the respective dates under each signature below.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Steven Barry, Chairman

Date: _____

BCC APPROVED: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 11-15-2019

JAMES B. WASHINGTON EDUCATION AND SPORTS, INC.

By: James B. Washington

Title: Executive Director

Date: 11-19-19

Attest:
Secretary
Witness

EXHIBIT A

2019/2020 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION:
James B. Washington Education and Sports, Inc.

	APPROVED BUDGET
SALARIES, BENEFITS, AND PROGRAMMATIC EXPENSES ASSOCIATED WITH THE PROGRAM FUNCTIONS OF **JAMES B. WASHINGTON EDUCATION & SPORTS, INC.** ,,,,,,,,,,.....	$15,000.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

To expand our Academic Tutorial Program with more computer training and technology, continue to provide outreach programs via Life Skills Training, Summer Enrichment Programs, Field Trips, Employment Training/Workshops and Financial Training for the parents and/or families of our children to strengthen the family unit as well as enhance our Sports Program and expand our Father & Son Forum.

EXHIBIT B

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).

- A fully executed Appropriations Agreement signed by the Recipient and an authorized County representative. It is the responsibility of the Recipient to be aware of and abide by the terms and conditions of the Agreement throughout the duration of Agreement.

- Invoicing should appear in accordance with the Agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**

- With the exception of the first payment, all appropriation payments are made to the entity on a reimbursement basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit A has been submitted for all monthly reimbursements. The first payment in the amount of 1/12 of the total approved budget will be advanced in October to assist the Recipient in starting the authorized program activity. Additional funds will not be released until the entity provides adequate supporting documentation showing proof of payments for eligible expenditures exhausting the initial sum. **For the remainder of the year, no funding will be advanced.** Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 p.m. will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17104 **County Administrator's Report 13. 18.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/05/2019
Issue: Supplemental Budget Amendment #007 - Block and Davis Hwy Corridor Grants
From: STEPHAN HALL, Budget Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #007 - Block and Davis Highway Corridor Grants, Tonya Ellis, Mass Transit Interim Director - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #007, Mass Transit Fund (104), in the amount of $61,569, to recognize the difference in funding from the Florida Department of Transportation (FDOT) between what is budgeted in the current year ($942,970) and the actual award ($991,517) for the Block Grant and the difference between what is budgeted in the current year ($434,059) and the actual award ($447,081) for the Davis Highway Corridor Grant, and to appropriate these funds to be used for operating expenses at Mass Transit.

BACKGROUND:

Escambia County Area Transit (ECAT) was awarded additional funding from FDOT for the Block Grant and the Davis Highway Corridor Grant. The Block Grant funds transit operating costs associated with the Mass Transit operation budget. Funds are allocated to Mass Transit Systems by FDOT from State Transportation Block Grant funds annually, and must be accepted by the receiving agency. FDOT will reimburse Escambia County 50% of operating costs up to a maximum of $991,517. The Davis Highway Corridor Grant is provided to cover operating funds for Route 45 - Davis Highway (Corridor). These funds are allocated by FDOT from State Transportation Corridor Development funds annually, and must be accepted by the receiving agency. FDOT will reimburse Escambia County 50% of costs associated with the Davis Highway Corridor up to the maximum allowed of $447,081.

BUDGETARY IMPACT:

This Amendment will increase Fund 104 by $61,569.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases and decreases in revenues to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA# 007

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2019-

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

WHEREAS, Escambia County Mass Transit was awarded funds from Florida Department of Transportation (FDOT) for the Block Grant and Davis Highway Corridor Grants, and these funds must now be recognized and appropriated into the Mass Transit Operating Budget.

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, 2020:

Mass Transit Fund	104
Fund Name	**Fund Number**

Fund Name	Account Name	Account Code	Amount
104 / Mass Transit Fund	FDOT Operating Assistance	334401	48,547
104 / Mass Transit Fund	FDOT-Davis Hwy Corridor	334428	13,022
Total			**$61,569**

Fund Name	Cost Center Code/Title	Account Code/ Appropriations Title	Amount
104 / Mass Transit Fund	320407 / Mass Transit Fleet Maint	54606 / Preventive Maintenance	48,547
104 / Mass Transit Fund	320401 / Mass Transit Operations	55201 / Operating Supplies	13,022
Total			**$61,569**

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

Steven Barry, Chairman

Adopted

Stephan Hall
Digitally signed by Stephan Hall
DN: cn=Stephan Hall, o=OMB, ou=MBS, email=sdhall@myescambia.com, c=US
Date: 2019.11.14 10:33:34 -06'00'

OMB Approved

Supplemental Budget Amendment
#007

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17154 **County Administrator's Report 13. 19.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/05/2019
Issue: SBA#011 - Sheriff's Off-Duty Officer Reimbursements, Misc. Fees, Auto Repairs, Public Records and Investigation Costs
From: STEPHAN HALL, Budget Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #011, Sheriff's Department, Henrique Dias, Chief Financial Officer - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #011, General Fund (001), in the amount of $24,241, to recognize the Sheriffs off-duty officer, miscellaneous reimbursements/fees, auto repairs, public records and investigative costs, and to appropriate these funds back into the Sheriffs Administrative Budget, to offset operational expenses associated with providing law enforcement services in Escambia County.

BACKGROUND:

The Sheriffs Department has received off-duty officer, miscellaneous reimbursements/fees, auto repairs, public records and investigative costs, associated with providing law enforcement and services in Escambia County totaling $24,241. These funds will be placed back into the Sheriffs General Fund Budget to off-set programmatic costs.

BUDGETARY IMPACT:

This Amendment will increase Fund 001 (General Fund) by $24,241.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases and decreases in revenue to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA#011

SBA#011 Backup Docs

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2019-

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, the Escambia County Sheriff has received reimbursement proceeds from off-duty officers for related off-duty employment expenses incurred by the Sheriff's Department, as well as miscellaneous Sheriff's fees, auto repair, public records and investigative costs. These funds must now be recognized and appropriated back into the Sheriff's Operating Budget.

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, 2020:

General Fund	001
Fund Name	**Fund Number**

Fund Name	Account Name	Account Code	Amount
001 / General Fund	Miscellaneous Sheriff Fees	369939	$23,986
001 / General Fund	Investigative Costs	341525	255
Total			**$24,241**

Fund Name	Cost Center Code/Title	Account Code/ Appropriations Title	Amount
001 / General Fund	540101 / Administration	59703 / Operating Expenses	$24,241
Total			**$24,241**

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

Steven Barry, Chairman

Adopted

Stephan Hall
Digitally signed by Stephan Hall
DN: cn=Stephan Hall, o=OMB, ou=MBS, email=sdhall@myescambia.com, c=US
Date: 2019.11.13 15:33:33 -06'00'

OMB Approved

Supplemental Budget Amendment
#011

David Morgan, Sheriff - Escambia County Sheriff's Office
1700 West Leonard Street, Pensacola, Florida 32523-8770

VENDOR NO. 262 CHECK NO. 10027092

Account	*Purchase Order*	*Invoice Number*	*Amount*	*Description*
001 208201		NOV19-10	19,346.54	EDE OCT19

369939

262 BOARD OF COUNTY COMMISSIONERS

Stop waiting on the mail - Ask us about electronic payments - Contact us at: **payables@escambiaso.com**

THIS DOCUMENT HAS A VOID PANTOGRAPH, MICROPRINTING AND AN ARTIFICIAL WATERMARK.

DAVID MORGAN, SHERIFF
ESCAMBIA COUNTY SHERIFF'S OFFICE
GENERAL FUND ACCOUNT
P.O. BOX 18770
PENSACOLA, FLORIDA 32523-8770
(850)436-9541

BBVA Compass Bank
PENSACOLA, FLORIDA

CHECK DATE 11/07/19 CHECK NO. 10027092

AMOUNT $ ****19,346.54*

PAY THE SUM OF NINETEEN THOUSAND, THREE HUNDRED FORTY SIX DOLLARS & 54 CENTS

TO THE ORDER OF
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FL
221 S PALAFOX PLACE STE 140
PENSACOLA FL 32501

David Morgan

⑈10027092⑈ 063013924:674869787⑈

Print Mail 1-866-667-2861
U.S. Pat. no. 6,095,407
EZEGSO/CK

Extra Duty Employment Fee's October 2019

Budget Unit: 001 AND Account Title: DTOG-EXTRA DUTY FEES AND Transaction Date: Between Oct 1, 2019 12:00 AM and Oct 31, 2019 11:59 PM

Transaction Date: Ascending order

Payer Name	Transaction Date	Budget Unit	Account Code	G/L Cash Account	Account Title	Transaction Amount
AMANDA KELLY FREEMAN	10/10/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$127.50
CHARLES DICKIN	10/10/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$8.00
DAVID BROWN	10/10/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$36.60
JOHN BEARD	10/10/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$81.00
MATTHEW BEVINS	10/10/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$176.00
PATRICK WILLIAMS	10/10/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$19.00
STEPHEN HALL	10/10/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$24.00
STEVEN MORRIS	10/10/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$73.50
WILLIAM POWELL	10/10/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$68.00
BOBBY KERSEY	10/11/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$86.00
BRADLEY BAKER	10/11/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$44.00
BRIAN SHORETTE	10/11/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$56.30
DAVID COLLIER	10/11/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$142.50
DOUGLAS SHOEMAKER	10/11/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$150.00
FRANK FORTE	10/11/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$32.00
JAMES EARL LEE	10/11/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$19.00
JEFFREY SWANSON	10/11/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$210.00
JOHN WATKINS	10/11/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$184.00
MATTHEW BEATY	10/11/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$8.00
MICHAEL COBURN	10/11/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$24.00
MICHAEL WARD	10/11/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$15.00
MICHAEL WILLIAMS	10/11/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$46.00
MICKY CAUDELL	10/11/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$30.00
PETER KAMAU	10/11/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$201.00
ROBERT GUY	10/11/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$16.00
STEVEN HARDY	10/11/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$64.00
THAXTON LANGFORD	10/11/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$16.00
THOMAS BORTNER	10/11/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$36.00
TOD DAY	10/11/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$162.00
WAYNE GULSBY	10/11/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$24.00
ANTHONY CALOGERO	10/14/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$8.00
BOBBY SMALL	10/14/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$26.00
BRYAN BARTON	10/14/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$46.50
CHRISTINA HERNANDEZ	10/14/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$8.00
CHRISTOPHER PHELPS	10/14/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$12.00
CRISTA POPE	10/14/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$264.50
DANIEL VINCENT WELLER	10/14/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$52.00
DAVID ASHTON	10/14/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$30.00
DAVID BJORENSEN	10/14/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$192.00
DAVID CRIPE	10/14/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$51.50
GREGORY JOSEPH GOULT	10/14/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$112.00
JACK HOLLAND	10/14/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$56.00
JOHN HOLCOMBE	10/14/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$8.00
JONATHAN GLASS JR	10/14/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$40.00
KEN HOLYFIELD	10/14/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$75.00
KEREM SUHI	10/14/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$66.00
KRISTI BERRY	10/14/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$48.00
MATTHEW JOHNSON	10/14/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$58.00
MATTHEW ROE	10/14/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$34.00
MATTHEW TINCH	10/14/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$144.00
MELISSA SALTER	10/14/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$26.00
MICHAEL HOYLAND	10/14/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$66.00
NATESHA WEST	10/14/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$20.90
PATRICK ROBERTS	10/14/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$210.00
PHILIP E GOBLE	10/14/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$80.00
SEAN PATTERSON	10/14/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$9.00
STEVEN GOZZE LEITE	10/14/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$8.00
THOMAS GARRETT	10/14/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$114.00
TIMOTHY FOX	10/14/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$9.00
TOM GREER	10/14/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$48.00
TONY GODWIN	10/14/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$236.00
BAMBI SELLARS	10/15/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$40.00
BARTON FRYER	10/15/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$32.00
BENJAMIN DUNLAP	10/15/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$64.00
CHARLES BREWER	10/15/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$11.00
CYNTHIA PALEN	10/15/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$32.00
DAVID RAMIRES	10/15/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	$22.00

ELTON MEADOWS	10/15/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$16.00
JAMES BARNES	10/15/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$48.00
JAYSON BARNES	10/15/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$0.00
JOSEPH PARENTE	10/15/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$41.00
JUSTINA KATHRYN TUNGOL	10/15/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$67.00
KEVIN PACHUCKI	10/15/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$57.00
RICHIE FAUNCE	10/15/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$16.50
RICKY HOWELL	10/15/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$30.00
ROBERT BENTON JEFFERS	10/15/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$25.50
RUFUS JACKSON	10/15/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$114.00
SAMUEL SHELLEY	10/15/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$8.00
SCOTT WEEKS	10/15/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$164.00
SHAWN VESTAL	10/15/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$40.00
BOBBY KERSEY	10/16/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$0.60
BRANDON GODFREY	10/16/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$56.00
BRIAN GUARINO	10/16/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$72.00
BRIAN SHORETTE	10/16/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$0.20
BRYAN POOLE	10/16/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$2.50
CHRISTIAN COAD	10/16/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$74.00
CHRISTOPHER ANGLE	10/16/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$8.00
DARREN ROBINSON	10/16/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$56.00
DAVID BROWN	10/16/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$0.40
DAVID RAPPA	10/16/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$32.00
GABRIELLE MARCOOL	10/16/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$61.00
JASON VON ANSBACH-YOUNG	10/16/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$24.00
JESSICA WOOD	10/16/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$32.00
MEL ALTON PFEIFFER	10/16/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$109.00
NATESHA WEST	10/16/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$0.60
PATRICK CROSSLEY	10/16/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$16.00
RENE REGUINDIN	10/16/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$16.00
ROBERT CLARK	10/16/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$8.00
STANLEY WEHMEIER	10/16/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$91.50
TIMOTHY RUBLE	10/16/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$46.00
TRAVIS PEACOCK	10/16/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$16.00
WILLIAM HALLFORD	10/16/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$150.00
ALEX JEREMY VINSON	10/17/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$30.00
BRETT MCCORMACK	10/17/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$34.00
CHAD BROWN	10/17/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$177.50
CHASE HORNE	10/17/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$84.00
COREY SMITH	10/17/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$299.34
EMILEE BRIGHT	10/17/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$24.00
HAROLD POOL	10/17/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$141.00
HARRY KILPATRICK	10/17/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$100.00
JACOB HOLLOWAY	10/17/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$139.50
JAMES FREEMAN	10/17/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$139.00
JAMES GILMAN	10/17/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$104.60
JAMES M FREEMAN II	10/17/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$52.00
JARED GIRARD	10/17/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$12.00
JASON DONNELLY	10/17/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$168.00
JENNIFER WATERS	10/17/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$44.00
JEREMY SMALL	10/17/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$124.00
JOAN SAVAGE	10/17/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$89.50
MELONY PETERSON	10/17/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$136.00
MICHAEL WORKMAN	10/17/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$188.00
NEIL TIPTON	10/17/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$24.00
PETER RONALD GALLION	10/17/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$53.50
RAYMOND M. MATHENY II	10/17/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$80.00
ROBERT NELSON	10/17/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$128.00
SCOTT RIVKIN	10/17/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$69.00
TAMA BARBER	10/17/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$8.00
THOMAS KELLY	10/17/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$40.00
ANDREW KELLEY	10/18/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$176.50
ANDREW LEONARD	10/18/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$120.00
ANTHONY TAMPARY	10/18/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$82.00
AUGUSTUS FETTERHOFF	10/18/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$61.00
BRANDON BEECH	10/18/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$85.00
BRANDON GEISLER	10/18/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$171.00
BRIAN RUPERT	10/18/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$12.50
CHRISTOPHER SOWELL	10/18/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$48.00
COREY CAVES	10/18/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$55.00
CURTIS CEPHAS	10/18/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$209.50
DOYLE GRESHAM	10/18/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$48.00

GEORGE LLOYD	10/18/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$68.00
HEATH CHEATHAM	10/18/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$122.00
JAMAL R VINSON	10/18/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$121.00
JARED SEABURY	10/18/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$152.00
JARRETT DE SILVA	10/18/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$142.00
JEFFERY MOSES	10/18/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$24.00
JEFFREY GILLESPIE	10/18/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$128.00
JIMMIE TATUM	10/18/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$158.00
JOSEPH WEBBER	10/18/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$90.00
JOSHUA TAYLOR	10/18/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$112.00
KEITH LEVERETT JR	10/18/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$18.50
KENNETH BULL	10/18/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$117.00
KEVIN STIMMELL	10/18/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$67.00
LARRY D RICHARDSON	10/18/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$92.00
LARRY MEADOWS	10/18/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$55.00
MARQUILOUS CARTER	10/18/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$64.00
MELISSA STERLING	10/18/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$56.00
MICHELLE WERT	10/18/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$46.00
MITCHELL A. LEUZINGER	10/18/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$68.00
NORMAN FRYE	10/18/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$198.00
ROBERT HARMON	10/18/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$52.00
ROBERTO BARRAGAN JR	10/18/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$38.50
STEFAN CHAMLIS	10/18/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$80.00
STEPHEN SCHAFF	10/18/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$170.00
THOMAS JOYNER	10/18/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$63.50
TIMYRON YOUNG	10/18/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$32.00
TREY KEEGAN	10/18/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$65.00
TROY LUCKENBILL	10/18/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$34.00
ADAM WILSON	10/21/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$52.00
ALBERT GEORGE KALBER	10/21/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$28.00
ALEXANDER WARK	10/21/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$56.00
ANDREW NICHOLS	10/21/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$281.00
BRANDON MINOR	10/21/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$175.00
BRENDA L MATTHEWS	10/21/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$83.00
BROC SECOR	10/21/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$84.00
BURT CRAFT	10/21/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$90.00
CALEB ODOM	10/21/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$48.00
CASEY WARD BOWLING	10/21/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$163.00
CHAD ROOP	10/21/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$279.00
CHRISTOPHER DANIEL	10/21/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$54.00
CHRISTOPHER ECHELE	10/21/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$119.00
CHRISTY KALICHARAN	10/21/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$24.00
CODY ANTHONY WALKER	10/21/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$24.00
DALTON HEIGELE	10/21/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$68.00
DARIN VOGHT	10/21/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$57.00
DAVID BASHORE	10/21/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$140.00
DELARIAN WIGGINS	10/21/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$93.00
DONALD SELLERS	10/21/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$95.00
DONOVAN MCCLURG	10/21/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$71.00
DRAKE FAWCETT	10/21/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$12.00
DUSTIN SHAW	10/21/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$216.00
EDWARD ROY	10/21/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$75.00
EFRAUN NEYOY	10/21/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$25.00
ERIC ANDERSON	10/21/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$100.00
GRANT MCMULLEN	10/21/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$104.00
GREGORY NESMITH	10/21/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$72.00
HARRY GREEN	10/21/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$94.00
HOWARD ENDERSON	10/21/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$100.00
JACOB COTE	10/21/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$83.00
JAKE BANDURSKI	10/21/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$60.00
JAMES MANN	10/21/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$190.00
JAMES MORRIS	10/21/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$112.00
JAMES NEWTON	10/21/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$185.00
JASON ATES	10/21/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$133.00
JASON COMANS	10/21/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$76.00
JASON FREAUFF	10/21/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$271.00
JAYSON BARNES	10/21/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$48.00
JEF GARDNER	10/21/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$16.00
JEFF CUTAIO	10/21/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$109.50
JELANI ACEVEDO-MORALES	10/21/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$120.00
JEREMY HORN	10/21/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$19.00
JEREMY JARMAN	10/21/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$192.00

JESSICA HENDERSON	10/21/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$40.00
JIMMIE WIGGINS	10/21/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$158.50
JIMMY REAVES	10/21/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$84.00
JOHNATHAN MASHBURN	10/21/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$20.00
JONATHAN ATES	10/21/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$98.00
JOSE M OLIVERAS	10/21/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$40.00
JOSEPH CARAWAY	10/21/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$127.50
JOSHUA LAVOIE	10/21/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$196.00
JOSHUA MICHAEL RASMUSSEN	10/21/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$74.00
JUSTIN FOUNTAIN	10/21/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$79.00
JUSTIN ROBBINS	10/21/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$34.00
KEVIN BIGGS	10/21/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$134.50
KEVIN COXWELL	10/21/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$56.00
KEVIN KELLY	10/21/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$89.00
KEVIN STACK	10/21/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$31.50
KYLE HAVER	10/21/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$24.00
LEE TYREE	10/21/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$42.00
LIONIL MARTINEZ, JR.	10/21/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$4.00
LUKE MCCRACKEN	10/21/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$42.00
MARC DEWEES	10/21/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$24.00
MATTHEW HOUSAM	10/21/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$32.00
MERLE BURKHART	10/21/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$16.00
MICHAEL MOULTON	10/21/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$117.00
MIRANDA TAYLOR	10/21/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$72.00
NICHOLAS CARPENTER	10/21/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$70.00
PATRICK PHARR	10/21/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$193.50
PHILIP FOLMAR	10/21/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$109.50
RICHARD BAILY	10/21/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$40.00
ROBERT POLLOCK	10/21/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$28.00
ROMAIN BRISSETT	10/21/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$92.50
SANDRA WEBBER	10/21/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$63.00
SANTIAGO CARRION-SOSA	10/21/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$66.00
SHEDRICK JOHNSON	10/21/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$110.00
SHELIA M. CHEEKS	10/21/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$118.00
TERRY HAMMOCK	10/21/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$188.50
TIMOTHY EDMONSON	10/21/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$46.50
TY BREWTON	10/21/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$50.00
ZACHARY GITHER	10/21/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	$11.00
Summary					**$19,346.54**

David Morgan, Sheriff - Escambia County Sheriff's Office
1700 West Leonard Street, Pensacola, Florida 32523-8770

VENDOR NO. 262 CHECK NO. 10027085

Account	*Purchase Order*	*Invoice Number*	*Amount*	*Description*
001 208150		NOV19-02	1,022.68	MISC DETAIL OCT19

369139

262 BOARD OF COUNTY COMMISSIONERS

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DAVID MORGAN, SHERIFF
ESCAMBIA COUNTY SHERIFF'S OFFICE
GENERAL FUND ACCOUNT
P.O. BOX 18770
PENSACOLA, FLORIDA 32523-8770
(850)436-9541

BBVA Compass Bank
PENSACOLA, FLORIDA

CHECK DATE 11/07/19 CHECK NO. 10027085

AMOUNT $ *****1,022.68*

PAY THE SUM OF ONE THOUSAND TWENTY TWO DOLLARS & 68 CENTS

TO THE ORDER OF
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FL
221 S PALAFOX PLACE STE 140
PENSACOLA FL 32501

David Morgan

⑈10027085⑈ 063013924:674869787⑈

Print Mail 1-866-667-2861
U.S. Pat. no. 6,095,407
EZECSO/CK

DTOG-MISCELL (DETAIL RQD) October 2019

Budget Unit: 001 AND Transaction Date: Between Oct 1, 2019 12:00 AM and Oct 31, 2019 11:59 PM AND Account Code: 208104 , 208109 ,

Account Title: Ascending order

Account Title: DTOG-MISCELL (DETAIL RQD)

Payer Name	Transaction Date	Budget Unit	Account Code	G/L Cash Account	Transaction Amount
	10/04/2019	001	208150	101001	$29.00
	10/18/2019	001	208150	101001	$29.00
PAM CHILDERS CLERK OF CIRCUIT COURT	10/09/2019	001	208150	101001	$964.68
					$1,022.68

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29.00 +
964.68 +
1,022.68 T

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David Morgan, Sheriff - Escambia County Sheriff's Office
1700 West Leonard Street, Pensacola, Florida 32523-8770

VENDOR NO. 262 CHECK NO. 10027089

Account	Purchase Order	Invoice Number	Amount	Description
001 208204		NOV19-06	2,309.07	AUTO REPAIR OCT19

369939

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ESCAMBIA COUNTY SHERIFF'S OFFICE
GENERAL FUND ACCOUNT
P.O. BOX 18770
PENSACOLA, FLORIDA 32523-8770
(850)436-9541

BBVA Compass Bank
PENSACOLA, FLORIDA

CHECK DATE 11/07/19 CHECK NO. 10027089

AMOUNT $ *****2,309.07*

PAY THE SUM OF TWO THOUSAND, THREE HUNDRED NINE DOLLARS & 07 CENTS

TO THE ORDER OF
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FL
221 S PALAFOX PLACE STE 140
PENSACOLA FL 32501

David Morgan

⑈10027089⑈ 063013924:67486978 78⑈

Print Mail 1-866-667-2861
U.S. Pat. no. 6,095,407
EZESO/OK

Auto Accident Settle & Repair October 2019

Budget Unit: 001 AND Transaction Date: Between Oct 1, 2019 12:00 AM and Oct 31, 2019 11:59 PM AND Account Code: 208202 , 208204

Account Title	Payer Name	Transaction Date	Budget Unit	Account Code	G/L Cash Account	Transaction Amount
DTOG-AUTO REPAIR WORK		10/30/2019	001	208204	101001	($3.00)
	ESCAMBIA BOARD OF COUNTY COMMISSION	10/03/2019	001	208204	101001	$538.88
	ESCAMBIA BOARD OF COUNTY COMMISSION	10/17/2019	001	208204	101001	$124.07
	UNIVERSITY OF WEST FLORIDA	10/04/2019	001	208204	101001	$1,323.52
	UNIVERSITY OF WEST FLORIDA	10/25/2019	001	208204	101001	$325.60
DTOG-AUTO REPAIR WORK						**$2,309.07**

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538.88 +
1,323.52 +
124.07 +
325.60 +
3.00 -
2,309.07 T

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David Morgan, Sheriff - Escambia County Sheriff's Office
1700 West Leonard Street, Pensacola, Florida 32523-8770

VENDOR NO. 262 CHECK NO. 10027088

Account	Purchase Order	Invoice Number	Amount	Description
001 208104		NOV19-05	1,308.03	PUBLIC RECORDS OCT19

369939

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DAVID MORGAN, SHERIFF
ESCAMBIA COUNTY SHERIFF'S OFFICE
GENERAL FUND ACCOUNT
P.O. BOX 18770
PENSACOLA, FLORIDA 32523-8770
(850)436-9541

BBVA Compass Bank
PENSACOLA, FLORIDA

CHECK DATE 11/07/19 CHECK NO. 10027088

AMOUNT $ *****1,308.03*

PAY THE SUM OF ONE THOUSAND, THREE HUNDRED EIGHT DOLLARS & 03 CENTS

TO THE ORDER OF
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FL
221 S PALAFOX PLACE STE 140
PENSACOLA FL 32501

David Morgan

⑈10027088⑈ 063013924⑆674869787⑈

Print Mail 1-866-667-2861
U.S. Pat no. 6,095,407
EZECSO/CK

Public Records October 2018

Budget Unit: 001 AND Transaction Date: Between Oct 1, 2019 12:00 AM and Oct 31, 2019 11:59 PM AND Account Code: 208104 , 208109 ,

Account Title: Ascending order

Account Title: DTOG-PUBLIC RECORDS FEES

Payer Name	Transaction Date	Budget Unit	Account Code	G/L Cash Account	Transaction Amount
Refund of Overpayment	10/10/2019	001	208104	101001	($34.60)
PR Request for Reimbursement	10/18/2019	001	208104	101001	($623.49)
ECSO RECORDS DEPARTMENT	10/03/2019	001	208104	101001	$192.69
ECSO RECORDS DEPARTMENT	10/08/2019	001	208104	101001	$10.71
ECSO RECORDS DEPARTMENT	10/09/2019	001	208104	101001	$123.58
ECSO RECORDS DEPARTMENT	10/10/2019	001	208104	101001	$856.85
ECSO RECORDS DEPARTMENT	10/11/2019	001	208104	101001	$38.56
ECSO RECORDS DEPARTMENT	10/16/2019	001	208104	101001	$1.00
ECSO RECORDS DEPARTMENT	10/18/2019	001	208104	101001	$197.40
ECSO RECORDS DEPARTMENT	10/22/2019	001	208104	101001	$12.10
ECSO RECORDS DEPARTMENT	10/23/2019	001	208104	101001	$104.62
ECSO RECORDS DEPARTMENT	10/24/2019	001	208104	101001	$84.51
ECSO RECORDS DEPARTMENT	10/28/2019	001	208104	101001	$74.94
ECSO RECORDS DEPARTMENT	10/29/2019	001	208104	101001	$44.34
ECSO RECORDS DEPARTMENT	10/31/2019	001	208104	101001	$224.82
					$1,308.03

192.69 +
10.71 +
123.58 +
856.85 +
34.60 -
38.56 +
1.00 +
197.40 +
623.49 -
12.10 +
104.62 +
84.51 +
74.94 +
44.34 +
224.82 +
1,308.03 T

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David Morgan, Sheriff - Escambia County Sheriff's Office
1700 West Leonard Street, Pensacola, Florida 32523-8770

VENDOR NO. 262 CHECK NO. 10027087

Account	Purchase Order	Invoice Number	Amount	Description
001 208109		NOV19-04	254.66	INV COSTS OCT19

341525

262 BOARD OF COUNTY COMMISSIONERS

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DAVID MORGAN, SHERIFF
ESCAMBIA COUNTY SHERIFF'S OFFICE
GENERAL FUND ACCOUNT
P.O. BOX 18770
PENSACOLA, FLORIDA 32523-8770
(850)436-9541

BBVA Compass Bank
PENSACOLA, FLORIDA

CHECK DATE 11/07/19 CHECK NO. 10027087

AMOUNT $ *******254.66*

PAY THE SUM OF TWO HUNDRED FIFTY FOUR DOLLARS & 66 CENTS

TO THE ORDER OF
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FL
221 S PALAFOX PLACE STE 140
PENSACOLA FL 32501

David Morgan

⑈10027087⑈ 063013924⑆674869787⑈

Print Mail 1-866-667-2861
U.S. Pat. no. 6,095,407
EZEOSO/CK

Investigation Costs November 2019

Budget Unit: 001 AND Transaction Date: Between Oct 1, 2019 12:00 AM and Oct 31, 2019 11:59 PM AND Account Code: 208104 , 208109 ,

Account Title: Ascending order

Account Title: DTOG-INVESTIGATIONS COSTS

Payer Name	Transaction Date	Budget Unit	Account Code	G/L Cash Account	Transaction Amount
FL DEPT OF CORRECTIONS	10/02/2019	001	208109	101001	$62.35
FL DEPT OF CORRECTIONS	10/22/2019	001	208109	101001	$192.31
					$254.66

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62.35 +
192.31 +
254.66 T

0. C

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

TO: The Board of County Commissioners

THRU: Stephan Hall, Budget Manager

FROM: Henrique Dias, CFO

DATE: 7 November 2019

ISSUE: SBA for FY 2019 Reimbursements – See Attached Spreadsheet

RECOMMENDATION:

That the Board adopts the resolution approving this Supplemental Budget Amendment #_____, in the amount of **$24,240.98** for **October 2019.** Appropriating these funds in the Sheriff's Office General Fund to off-set Operating expenditures related to expenses.

BACKGROUND:

These funds represent payments for funds to include Auto Repair, Off-Duty Employment, Public Records Fees, Firing Range, Investigative Fees, and Misc. Detail RQD.

BUDGETARY IMPACT:

This supplemental Budget Amendment #_____ recognizes the reimbursement for miscellaneous payments and appropriates it in the Sheriff's

LEGAL CONSIDERATION/SIGN-OFF: N/A

RECEIVED
NOV - 8 2019
ADMINISTRATIVE SERVICES
OFFICE OF MANAGEMENT & BUDGET

FLORIDA
ACCREDITED

PERSONNEL: N/A

POLICY/REQUIREMENT FOR BOARD ACTION/DISCUSSION:

The Board policies require increases and decreases in revenues to be approved by them.

IMPLEMENTATION REQUIREMENTS: N/A

COORDINATION WITH OTHER AGENCIES/PERSONS:

Questions regarding this recommendation may be directed to Henrique Dias, Chief Financial Officer at 436-9541.

CONCUR:

_____

Janice P. Gilley
County Administrator

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17165 **County Administrator's Report 13. 20.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/05/2019
Issue: Supplemental Budget Amendment #015 - FWC Agreement No. 19041 for Escambia County Artificial Reef Construction 2019-2020
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #015 - Escambia County Artificial Reef Construction 2019-2020, Chips Kirschenfeld, Department Director of Natural Resources Management - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #015, Other Grants and Projects Fund (110), in the amount of $59,500, to recognize Agreement No. 19041 from the Florida Fish and Wildlife Conservation Commission (FWC) for the Escambia County Artificial Reef Construction 2019-2020. These funds will be used to construct a "Snorkeling Reef" in the Gulf of Mexico adjacent to the eastern boundary of Casino Beach on Pensacola Beach. No matching funds are required.

BACKGROUND:

The Natural Resources Management Department has obtained state and federal permits to construct a “Snorkeling Reef” in the Gulf of Mexico adjacent to the eastern boundary of Casino Beach on Pensacola Beach. The existing snorkeling reef at Park East is heavily used. A new snorkeling reef at Casino Beach will provide additional snorkeling opportunities for residents and visitors, closer to the highest concentrations of hotels and the largest public parking facility on Pensacola Beach.

The $59,500 Grant will fund the portion of the permitted reef that is closest to shore. Other external funding sources have been applied for construction of the remaining portions of the reef.

BUDGETARY IMPACT:

This amendment will increase Fund 110 in the amount of $59,500.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases and decreases in revenue to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA#015

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2019-

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, the Escambia County was awarded Agreement No. 19041 from the Florida Fish and Wildlife Commission (FWC) for Escambia County Artificial Reef Construction 2019-2020. These funds will be used to construct a snorkeling reef in the Gulf of Mexico adjacent to the eastern boundary of Casino Beach on Pensacola Beach. These revenues must be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with 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, 2020:

Other Grants & Projects	110
Fund Name	**Fund Number**

Fund Name	Account Name	Account Code	Amount
110 / Other Grants & Projects	FWC Artificial Reef Grant (new)	331750 (new)	59,500
Total			**$59,500**

Fund Name	Cost Center Code/Title	Account Code/ Appropriations Title	Amount
110 / Other Grants & Projects	220813 / FWC Artificial Reef Grant (new)	56301 / Improvements other than Bldgs	59,500
Total			**$59,500**

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

Steven Barry, Chairman

Adopted

Stephan Hall

Digitally signed by Stephan Hall
DN: cn=Stephan Hall, o=OMB, ou=MBS, email=sdhall@myescambia.com, c=US
Date: 2019.11.15 10:14:52 -06'00'

OMB Approved

Supplemental Budget Amendment
#015

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17203 **County Administrator's Report 13. 21.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/05/2019
Issue: Supplemental Budget Amendment #016 - Hazardous Materials Team Grant
From: STEPHAN HALL, Budget Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #016 - Hazardous Materials Team Grant Appropriation, John Dosh, Interim Public Safety Department Director - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #016, Other Grants and Projects Fund (110), in the amount of $50,391, to recognize the remaining portion of the prior year Hazardous Materials Team grant (Contract #18-DS-X1-01-27-01 and #19-DS-X1-01-27-01-128) from the State of Florida Division of Emergency Management (FDEM), and to appropriate these funds for training the County's Hazardous Materials Response Team and sustaining its equipment.

BACKGROUND:

In Fiscal Year 2018-2019, Escambia County was awarded a Hazardous Materials Team Grant (Contract #18-DS-X1-01-27-01). A portion of Grant funds remained unspent at the end of the fiscal year, so FDEM approved an extension of the term into Fiscal Year 2019-2020 (new year Contract #19-DS-X1-01-27-01-128). The remaining unspent funds will be recognized and appropriated with this Amendment, and used for training the County's Hazardous Materials Response Team and sustaining its equipment.

BUDGETARY IMPACT:

This Amendment will increase Fund 110 in the amount of $50,391.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases and decreases in revenue to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Supplemental Budget Amendment

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2019-

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

WHEREAS, Escambia County was awarded a Subgrant Agreement (#18-DS-X1-01-27-01) by the State of Florida, Division of Emergency Management (FDEM) during Fiscal Year 2018-2019, and a portion of the grant was unspent at year-end. FDEM approved an extension of the term of the contract into Fiscal Year 2019-2020, so unspent funds need to be appropriated in the current fiscal year. Funds are to be used to train the County's Hazardous Materials Response Team and sustain its equipment. These funds must now be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida 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, 2020:

Other Grants & Projects	110
Fund Name	**Fund Number**

Fund Name	Account Name	Account Code	Amount
110/Other Grants & Projects	Hazardous Materials Team	331290	50,391
Total			**$50,391**

Fund Name	Cost Center Code/Title	Account Code/ Appropriations Title	Amount
110/Other Grants & Projects	330324/Hazardous Materials Team	54601/Repair & Maintenance	36,100
110/Other Grants & Projects	330324/Hazardous Materials Team	55201/Operating Supplies	1,000
110/Other Grants & Projects	330324/Hazardous Materials Team	55501/Training & Registration	13,291
Total			**$50,391**

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

Steven Barry, Chairman

Adopted

Stephan Hall
OMB Approved

Supplemental Budget Amendment
#016

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17150 **County Administrator's Report 13. 22.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/05/2019
Issue: Surplus and Sale of County-Owned Real Property Located at 1400 Blk Langley Avenue
From: STEPHAN HALL, Budget Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Surplus and Sale of County-Owned Real Property Located at 1400 Blk Langley Avenue - Stephan Hall, Budget Manager, Management and Budget Services

That the Board take the following action concerning the surplus and sale of County-owned real property located at 1400 Blk Langley Avenue:

A. Upon written request by the County Administrator, authorize the County Attorney's Office to take such action necessary to evict occupants of the County-owned property;

B. Declare surplus the Board's real property located at 1400 Blk Langley Avenue; District 4; Account #: 03-3111-047; Reference #: 31-1S-30-2800-301-001; Property Appraiser's current assessed value: $1;

C. Make a factual determination, in accordance with Section 46.131 of the Escambia County Code of Ordinances, that (1) the value of the property is $15,000 or less, as determined by the records of the Escambia County Property Appraiser, and (2) the size, shape, location, and value of the property would make it of use to only one or more adjacent property owners;

D. Offer this property by private sale to the adjacent property owners, and authorize the sale of the property to the bidder with the highest offer received at or above $500, without further action of the Board. This property has been reviewed by County departments and it has been determined that the County does not have a need for this property; and

E. Authorize the County Attorney's Office to prepare, and the Chairman to sign, all documents related to the sale of this property, without further action of the Board.

BACKGROUND:

The County-owned property located at 1400 Blk Langley Avenue, which is located in the Colony Park Subdivision, escheated to the County on February 4, 1997. The property does not meet the size and shape for development and will be offered via private sale to the adjacent property owners. The Property Appraiser's current assessed value for this property is $1. The size, shape, location and value of the property would make it of use only to one or more adjacent property owners. The property was reviewed by County departments and it has been determined that the County does not have a need for this property.

The property will be offered by private sale to the adjacent property owners with a starting bid to be set at $500.

BUDGETARY IMPACT:

Sale of this property will provide revenue for the General Fund.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office will prepare or approve all legal documents prior to execution by the Chairman.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County Code of Ordinances, Section 46.131 (1) (a-c)

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Property Information - 1400 Blk Langley Avenue

Section 46-131, Escambia County Code of Ordinances

Chris Jones
Escambia County Property Appraiser

Navigate Mode • Account ○ Reference

Printer Friendly Version

General Information

Reference:	311S302800301001
Account:	033111047
Owners:	ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
Mail:	221 PALAFOX PL STE 420 PENSACOLA, FL 32502
Situs:	1400 BLK LANGLEY AVE 32504
Use Code:	VACANT RESIDENTIAL
Taxing Authority:	PENSACOLA CITY LIMITS
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Scott Lunsford
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2019	$1	$0	$1	$1
2018	$1	$0	$1	$1
2017	$1	$0	$1	$1

Disclaimer

Tax Estimator

File for New Homestead Exemption Online

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
02/1997	4113	750	$100	TD	View Instr
08/1988	2587	43	$41,600	WD	View Instr
12/1980	1499	466	$100	WD	View Instr
11/1980	1489	662	$54,000	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2019 Certified Roll Exemptions

COUNTY OWNED

Legal Description

E 4 6/10 FT OF LT 30 COLONY PARK S/D PB 7 P 46
OR 4113 P 750 FLORIDA STATUTE 197.502(8)

Extra Features

None

Parcel Information

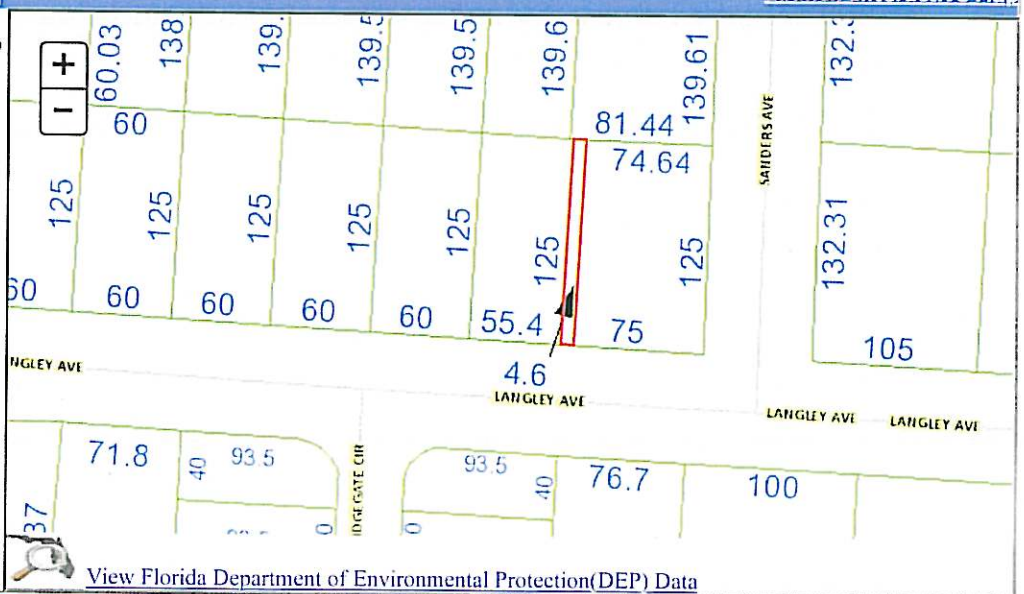
Launch Interactive Map

Section Map Id:
31-1S-30-2

Approx. Acreage:
0.0214

Zoned:
R-1AA

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

Buildings

Images

None

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

OR BK 4113 PG0750
Escambia County, Florida
INSTRUMENT 97-372949

RCD Mar 27, 1997 03:23 pm
Escambia County, Florida

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 97-372949

This instrument was prepared by
Ernie Lee Magaha, Clerk of the
Circuit Court
Escambia County, Florida

DEED

STATE OF FLORIDA
COUNTY OF ESCAMBIA

WHEREAS, Tax Certification No. 605 was issued on the 1st day of June, 19 82, against the land described herein-below, and the Tax Collector of Escambia County, Florida, duly delivered to the Clerk of the Circuit Court of said County a certificate as required by law as to the application for a Tax Deed thereon, and due notice of sale was published and mailed as required by law, and no person entitled so to do appeared to redeem said land, and said land was, on the 25th day of January, 19 88 offered for public sale as required by law, and there being no bidders at the public sale, the land was entered on the list of "Lands Available for Taxes" and notice thereof sent to the County Commission and any other persons holding certificates against said land as required by law, and no person or governmental unit having purchased said land, and seven years having elapsed since the land was offered for public sale, the land has escheated to Escambia County,Florida, pursuant to Section 197.502(8), Florida Statutes; and

WHEREAS, Section 197.502(8), Florida Statutes, directs the Clerk of the Circuit Court to now execute a tax deed vesting title in the Board of County Commissioners of Escambia County, Florida;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that I, the undersigned Clerk, for Escambia County, Florida, in consideration of these premises, and pursuant to Section 197.502(8), Florida Statutes, do hereby release, remise, quitclaim, and convey to the Board of County Commissioners of Escambia County, Florida, P. O. Box 1591, Pensacola, FL 32597, their successors and assigns, forever, the following described land in Escambia County, Florida, to wit:

The East 4.6 feet of lot 30, Colonly Park S/D, PB 7 p 46
OR 760/901 p 725/704. Section 31, Township 1 South, Range
30 West.
Account number 03-3110-946
Reference number 2800 040 001

Together with all and singular the tenements, hereditaments, and appurtenances, thereto belonging or in anywise appertaining.

IN TESTIMONY WHEREOF, by virtue of authority in me vested by law, and for and on behalf of Escambia County, Florida, as Clerk of the Circuit Court of said County, I have executed this deed and have hereunto set my official seal this 4th day of February, 19 97.

WITNESSES:

Judy Leatherwood

Patricia Shoemaker

CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT OF
ESCAMBIA COUNTY, FLORIDA

(SEAL)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Before me, the undersigned Notary Public, personally appeared ERNIE LEE MAGAHA, to me well known and known to me to be the individual described by that name who executed the foregoing instrument, and also known to me to be the Clerk of the Circuit Court of Escambia County, Florida, who acknowledged that he executed the same as Clerk of the uses and purposes therein set forth, and as the act and deed of said County.

GIVEN under my hand and official seal this 4th day of February, 1997.

PATRICIA SHOEMAKER
"Notary Public—State of Florida"
My Commission Expires April 28, 1997
CC 265812

Patricia Shoemaker
Notary Public
My Commission Expires:
Comm. No.

Sec. 46-131. - Sale of real property by private sale to adjacent property owne

(1) The county may approve a private sale of real property when the board of cou commissioners finds:

   (a) The real property is of insufficient size and shape to be issued a building permit for type of development to be constructed on the property;

   (b) The value of the property is $15,000 or less, as determined by the records of t Escambia County Property Appraiser; anc

   (c) The size, shape, location, and value of the property would make it of use only to one more adjacent property owners

(2) The county administrator or designee is authorized to negotiate the terms of the private sal approval by the board of county commissioner

(3) The county administrator or designee shall send notice of the county's intent to sell the prop to adjacent property owners by certified mail, return receipt requested, giving the adja property owners ten business days from the date the notice is received to submit a lett intent to purchase the property at the price set by the county administrator. The purchase must be no less than the value as shown on the tax rolls for the property to be s

(4) In the event two or more adjacent property owners notify the county administrator or design their desire to purchase the property, the county administrator or designee must notif adjacent property owners by certified mail, return receipt requested, and require the submi of sealed bids within 20 days of the notice, to be opened on the 24th day, or as soon therea as possible, by the county administrator or designe

(5) The board of county commissioners must approve the sale of the property to the highest bi or the board of county commissioners may reject all offe

(6) All closing costs associated with the sale of the property must be paid by the purcha including but not limited to a title search, title insurance, documentary tax stamp, ad valc taxes, recording fees, and fees for documents prepared by the county attorney's offic complete the sale.

(Ord. No. 2002-31, § 1, 7-18-2002)

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17148 **County Administrator's Report 13. 23.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/05/2019
Issue: Contract Award for Escambia County Fire Rescue Bunker Gear for Escambia County Public Safety
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Contract Award for Escambia County Fire Rescue Bunker Gear for Escambia County Public Safety-Fire Rescue - 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 Municipal Emergency Services, Inc., per the terms and conditions of solicitation PD 18-19.109, Escambia County Fire Rescue Bunker Gear for Escambia County Public Safety-Fire Rescue, for a period of one year, with options for up to two additional one-year renewals, for a total of thirty-six months, effective upon execution of the Agreement for an indefinite quantity, indefinite delivery contract for not-to-exceed amount of $350,000 for Fiscal Year 2019-2020.

This solicitation was issued to 62 registrants in Vendor Registry representing 45 firms, 28 firms viewed the solicitation and 19 firms downloaded the solicitation. Five bid responses were received.

[Funding: Fund 143, Fire Protection Fund; Cost Center 330206, Fire Department PD; Object Code 55201, Operating Supplies]

NON-ADA COMPLIANT DOCUMENTS TO BE DISTRIBUTED UNDER SEPARATE COVER:

1. Solicitation
2. Bid Tabulation Under Review
3. Bid Tabulation Recommendation to Award

4. Recommendation to Award Checklist
5. Bid Distribution List
6. Bid Analytics
7. Agreement with Exhibits

BACKGROUND:

Fire-Rescue Personal Protective Equipment PPE, “Bunker Gear”, or “Turnout Gear” is a protective clothing ensemble used to protect firefighters in environments that are immediately dangerous to life and health. Bunker Gear is comprised of an Outer Shell, Thermal Insulation, and Moisture Barrier that provide protection from hazardous conditions. Since most line-of-duty deaths occur from exhaustion, it is a top priority to provide protective clothing that limits weight, allows adequate range of motion, and fits each individual firefighter.

Specifications for PD 18-19.109, Escambia County Public Safety-Fire Rescue purchase of bunker gear was posted on Vendor Registry beginning September 30, 2019. This solicitation was issued to 62 registrants in Vendor Registry representing 45 firms, 28 firms viewed the solicitation and 19 firms downloaded the solicitation. Five bid responses were received on October 30, 2019 at 2:00 PM CDT.

BUDGETARY IMPACT:

[Funding: Fund 143, Fire Protection Fund; Cost Center 330206, Fire Department PD; Object Code 55201, Operating Supplies]

LEGAL CONSIDERATIONS/SIGN-OFF:

The Agreement was prepared by Kristin Hual, Senior Assistant County Attorney.

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, Florida 1999, Chapter 46, Finance, Article II, Section 46-44.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Agreement and the Purchase Order. The Public Safety Department will be the Contract Administrator.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16857 **County Administrator's Report 13. 24.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/05/2019
Issue: Contract Award for PD 18-19.098 Bob Sikes Bridge Rehabilitation Project
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Contract Award for PD 18-19.098, Bob Sikes Bridge Rehabilitation Project - Joy Jones, Department Director, Engineering; and 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 Southern Road & Bridge, LLC, per the terms and conditions of PD 18-19.098, Bob Sikes Bridge Rehabilitation Project, for a lump sum of $4,297,269.

This solicitation was noticed on July 29, 2019, via Vendor Registry to 63 registrants representing 50 firms. The solicitation was viewed by 68 firms and downloaded by 49 firms.

[Funding: Fund 167, Bob Sikes Toll Bridge; Cost Center 140302, Bob Sikes Toll Operation & Maintenance; Object Code 56301, Improvements Other Than Buildings - $4,000,000.00; and
Fund 352, Local Option Sales Tax (LOST) III; Cost Center 210107, Transportation & Drainage; Object Code 56301, Improvements Other Than Buildings; Project #20EN4244 - $297,269.00]

NON-ADA COMPLIANT DOCUMENTS TO BE DISTRIBUTED UNDER SEPARATE COVER

- Original Solicitation
- Bid Tab Under Review
- Bid Response from Southern Road & Bridge, LLC
- Bid Tab Recommendation to Award

- Bid Distribution List
- Bid Analytics
- Determination to Award Checklist
- Agreement

BACKGROUND:

The Bob Sikes Bridge Rehabilitation Project involves the West Bridge (480123) and East Bridge (480139), conveying vehicle and foot traffic on County Road 399 over the Santa Rosa Sound between the City of Gulf Breeze in Santa Rosa County, and Pensacola Beach in Escambia County, Florida. The total project length is 1620 lineal feet (0.19 miles). The improvements consist of deck and beam repairs, concrete repairs, cleaning and coating, joint replacement, fender improvements, fender cleaning and coating, bulkhead and rip-rap repairs, and installation of cathodic protection on structures. Rehabilitation is expected to extend the life of the bridges 12 years per design criteria, to 2036. Deck work and maintenance of traffic during rehabilitation will be scheduled to minimize impacts to beach season visitors.

This solicitation was noticed on July 29, 2019, via Vendor Registry to 63 registrants representing 50 firms. The solicitation was viewed by 68 firms and downloaded by 49 firms.

Two bids were received on September 5, 2019, with Southern Road & Bridge, LLC, being deemed the lowest responsive bidder with a bid of $4,297,269.

BUDGETARY IMPACT:

Funding: Fund 167, Bob Sikes Toll Bridge; Cost Center 140302, Bob Sikes Toll Operation & Maintenance; Object Code 56301, Improvements Other Than Buildings - $4,000,000.00; and
Fund 352, Local Option Sales Tax (LOST) III; Cost Center 210107, Transportation & Drainage; Object Code 56301, Improvements Other Than Buildings; Project #20EN4244 - $297,269.00

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney's Standard Form of Agreement, Form B: Construction

PERSONNEL:

All work associated with this solicitation was performed 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 Agreement and the Purchase Order. The Escambia County Engineering Department will have administrative oversight of the project.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17113 **County Administrator's Report 13. 25.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/05/2019
Issue: Contract PD 16-17.081 - General Paving and Drainage Pricing Agreement
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the General Paving and Drainage Pricing Agreement - Joy Jones, Department Director, Engineering, and Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action regarding Contract PD 16-17.081, General Paving and Drainage Pricing Agreement:

A. Approve the second (final) one-year renewal, effective retroactive to December 1, 2019, and valid through November 30, 2020, for the Unit Price Contract, PD 16-17.081, General Paving and Drainage Pricing Agreement, for each of the following firms, accepting those price changes as indicated in the provided documents;

1. Allsouth Construction Services, LLC;
2. B & W Utilities, Inc.;
3. Chavers Construction, Inc.;
4. Gulf Atlantic Constructors, Inc.;
5. Gulf Marine Construction, Inc.;
6. Heaton Brothers Construction Company, Inc.;
7. J. Miller Construction, Inc.;
8. Midsouth Paving, Inc.;
9. Panhandle Grading & Paving, Inc.;
10. Principle Properties, Inc.;
11. Roads, Inc. of NWF;
12. Site and Utility, LLC; and
13. Utility Service Company, Inc.

B. Authorize the Agreement for use by various Departments, and utilize the

accepted Bid Form Price Listing and Balance of Line Items as defined within the Special Terms and Conditions of the Solicitation to determine the lowest bid for a project; and

C. Authorize the issuance of individual or blanket Purchase Orders by all Departments/Divisions, in accordance with Chapter 46 of the Escambia County Code of Ordinances, during Fiscal Year 2019-2020.

[**Fund** 175, Transportation Trust Fund; Cost Centers 211201 - Traffic Operations, 211602 - Engineering/Infrastructure, & 211101 - Engineering Admin;
Fund 182, Master Drainage Basin Fund; Cost Centers 210719-210736 - Master Drainage Basins I-XVIII;
Fund 352, LOST III; Cost Centers 210107 - Transportation & Drainage, & 350229 - Parks Capital Projects;
Fund 353, LOST IV; Cost Centers 210106 - Transportation & Drainage, & 350221 - Parks Capital Projects;
Fund 167, Bob Sikes Toll Fund; Cost Centers 140301 - Bob Sikes Toll Admin, & 140302 - Bob Sikes Toll Operation & Maintenance.]

Projects are limited to $250,000 each and the pricing Agreement budget limit is $2 Million for all vendors as approved by the Board on October 17, 2019. Anything over those limits will require additional Board approval.

NON-ADA COMPLIANT DOCUMENTS TO BE DISTRIBUTED UNDER SEPARATE COVER:

- Board Action 11/30/2017
- Board Action 12/06/2018
- 2019 GPAD Pricing Changes Requested by the Following Vendors:
  - B & W Utilities
  - Chavers Construction, Inc.
  - J. Miller Construction
  - Midsouth Paving
  - Panhandle Grading and Paving, Inc.

BACKGROUND:

The Board approved this Unit Price Contract PD 16-17.081 - General Paving and Drainage Pricing Agreement on November 30, 2017, for a period of one year, and the Board approved the first one-year renewal on December 6, 2018.

The Contract provides for a price adjustment on a 12-month basis.

This Contract provides for small-scale paving and drainage projects up to $350,000 each and meets the Florida Statutes relating to competitive sealed bids for road paving while allowing for the expedition of award for such projects.

However, projects are limited to $250,000 each and the pricing agreement budget limit is $2 Million for all vendors as approved by the Board on October 17, 2019. Anything over those limits will require additional Board approval.

2018 GPAD Pricing will remain in effect for the renewal period for the following firms:

- Allsouth Construction Services
- Gulf Atlantic Constructors
- Gulf Marine Construction, Inc.
- Heaton Brothers Construction
- Principle Properties
- Roads, Inc. of NWF
- Site and Utility LLC
- Utility Service Company

BUDGETARY IMPACT:

Fund 175, Transportation Trust Fund; Cost Centers 211201 - Traffic Operations, 211602 - Engineering/Infrastructure, & 211101 - Engineering Admin;
Fund 182, Master Drainage Basin Fund; Cost Centers 210719-210736 - Master Drainage Basins I-XVIII;
Fund 352, LOST III; Cost Centers 210107 - Transportation & Drainage, & 350229 - Parks Capital Projects;
Fund 353, LOST IV; Cost Centers 210106 - Transportation & Drainage, & 350221 - Parks Capital Projects;
Fund 167, Bob Sikes Toll Fund; Cost Centers 140301 - Bob Sikes Toll Admin, & 140302 - Bob Sikes Toll Operation & Maintenance.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

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 Escambia County, Florida Code of Ordinance, Chapter 46, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Engineering Department shall perform the function of Contract Administration and Management, with the assistance of the Office of Purchasing for specific needs.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17200 **County Administrator's Report 13. 26.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/05/2019
Issue: Contract Award for OLF-8 Master Plan
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Contract Award for the OLF-8 Master Plan - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to execute the Agreement between Escambia County, Florida, and DPZ CoDESIGN, LLC, per the terms and conditions of PD 17-18.105, OLF-8 Master Plan for a Base Rate of $1,159,7577, Expenses, not-to-exceed (NTE) $75,000 and Optional Services, NTE $88,750.

[Funding: Fund 352, LOST III, Cost Center 110267, Object Code 53101 (funded by Navy Federal Credit Union through a Memorandum of Understanding, excluding $60,000 for optional Land Valuation/Appraisal)]

Requests for Letters of Interest, PD 17-18.105, OLF-8 Master Plan, were publicly noticed on March 11, 2019, to 180 known firms. Responses were received from eight firms on April 11, 2019. The Selection/Negotiation Committee Short-Listed to three firms on April 22, 2019.

NON-ADA COMPLIANT DOCUMENTS TO BE DISTRIBUTED UNDER SEPARATE COVER:

- Original Solicitation
- Distribution List
- Register of Proposers
- Notice of Short-Listing Meeting
- Short-Listing Scores
- Short-Listing Notice
- Notice of Discussions Meeting
- Ranking Scores

- Ranking Notice
- Agreement with Exhibits

BACKGROUND:

Requests for Letters of Interest, PD 17-18.105, OLF-8 Master Plan, were publicly noticed on March 11, 2019, to 180 known firms. Responses were received from eight firms on April 11, 2019. The Selection/Negotiation Committee Short-Listed to three firms on April 22, 2019. The Short-Listed firms were as follows:

Associated Space Design, Inc., dba ASD|SKY;
Atkins North America, Inc. (Pensacola Office); and
DPZ CoDESIGN, LLC.

On August 8, 2019, the Board of County Commissioners ranked as follows:

1. DPZ CoDESIGN, LLC;
2. Associated Space Design, Inc., dba ASD|SKY; and
3. Atkins North America, Inc. (Pensacola Office).

DPZ CoDESIGN, LLC, provided their scope of work on August 26, 2019. The Selection/Negotiation Committee met with DPZ CoDESIGN, LLC, on September 26, 2019, to review the scope of work prior to preparing their fee proposal. The first Negotiation Meeting was held on October 28, 2019, with the second and final Negotiation Meeting being held on November 4, 2019.

BUDGETARY IMPACT:

Fund 352, LOST III, Cost Center 110267, Object Code 53101 (funded by Navy Federal Credit Union through a Memorandum of Understanding, excluding $60,000 for optional Land Valuation/Appraisal)

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract, Form G, Consulting Services for Stand-Alone Projects.

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 and Florida Statute 287.055, Competitive Consultants Negotiation Act.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney's Standard Form of Contract, Form G, Consulting Services for Stand-Alone Projects and Purchase Order.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17206 **County Administrator's Report 13. 27.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/05/2019
Issue: Contract Award for Perdido Landfill Onsite Leachate Treatment Options
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Contract Award for Perdido Landfill Onsite Leachate Treatment Options - Pat Johnson, Director, Waste Services through 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 Sterns, Conrad and Schmidt, Consulting Engineers, Inc. (d/b/a SCS Engineers) per the terms and conditions of PD 18-19.094, Perdido Landfill Onsite Leachate Treatment Options for $62,191 for a Feasibility Study and allow the Selection/Negotiation Committee to negotiate and bring to the Board for approval Design Fees based on the results of the Feasibility Study.

[Funding: Fund 401, Solid Waste Fund, Cost Center 230315, Object Code 56301]

Requests for Letters of Interest, PD 18-19.094, Perdido Landfill Onsite Leachate Treatment Options were publicly noticed on July 29, 2019, to 126 known firms. Responses were received from three firms on August 19, 2019.

NON-ADA COMPLIANT DOCUMENTS TO BE DISTRIBUTED UNDER SEPARATE COVER:

- Original Solicitation
- Distribution List
- Ranking Scores
- Ranking Notice
- Agreement with Exhibits

BACKGROUND:

Requests for Letters of Interest, PD 18-19.094, Perdido Landfill Onsite Leachate Treatment Options were publicly noticed on July 29, 2019, to 126known firms. Responses were received from three firms on August 19, 2019. The Selection/Negotiation Committee ranked in the following order on September 9, 2019:

1. Stearns, Conrad and Schmidt, Consulting Engineers, Inc. (dba SCS Engineers);
2. Innovative Waste Consulting Services, LLC; and
3. Sigma Consulting Group, Inc.

Stearns, Conrad and Schmidt, Consulting Engineers, Inc. (dba SCS Engineers) provided their initial fee proposal on October 9, 2019. The first negotiation meeting was held on October 15, 2019. The second negotiation meeting was held on October 18, 2019. Final and Best Offers were established on October 18, 2019, establishing the fee of $62,191.

BUDGETARY IMPACT:

Fund 401, Solid Waste Fund, Cost Center 230315, Object Code 56301

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract, Form G, Consulting Services for Stand-Alone Projects.

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 and Florida Statute 287.055, Competitive Consultants Negotiation Act.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney's Standard Form of Contract, Form G, Consulting Services for Stand-Alone Projects and Purchase Order.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15489 **County Administrator's Report 13. 28.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/05/2019
Issue: Contract PD 16-17.083 "Traffic Signal Response Maintenance"
From: Joy Jones, Director
Organization: Engineering
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Renewal of Contract PD 16-17.083 "Signal Response Maintenance" Between Escambia County and Ingram Signalization, Inc. - Joy Jones, P.E., Engineering Department Director

That the Board take the following action:

A. Review and approve the final renewal for Contract PD 16-17.083 (Signal Response Maintenance) with Ingram Signalization, Inc., for 12 months, effective February 7, 2020; and

B. Authorize the County Administrator to sign any documentation necessary to permit the 12-month Contract renewals.

[Funds are available in Fund 175, Transportation Trust Fund, Cost Center 211201, Object Code 54601, and Fund 167, Bob Sikes Toll Facility, Cost Center 140302, Object Code 54601]

BACKGROUND:

Meeting in regular session on December 14, 2017, the Board reviewed and approved this Contract with Ingram Signalization, Inc. - PD 16-17.083 (Signal Response Maintenance). The Contract was established for a term of 12 months, with the option to renew for two additional 12-month periods, up to a maximum of 36 months, per Section 2 of the attached Maintenance Agreement. Meeting in regular session on February 7, 2019, the Board voted to approve the first of the 12-month renewal periods.

If approved, this would implement the final of the two additional 12-month renewal

periods. Upon Board approval, the final expiry will now be February 7, 2021. A new Contract will be solicited in December 2020, in advance of the expiration of the renewal of this Maintenance Agreement.

BUDGETARY IMPACT:

Funds are available in Fund 175, Transportation Trust Fund, Cost Center 211201, Object Code 54601, and Fund 167, Bob Sikes Toll Facility, Cost Center 140302, Object Code 54601.

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, FL, 1999 Chapter 46, Finance, Article II Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

Upon approval of the renewal, Engineering staff will coordinate with Ingram Signalization, Inc.

Attachments

PD 16-17.083 "Traffic Signal Response Maintenance" Agreement
BCC Action 12.14.2017
1st Renewal_BCC Action 02.07.2019
BCC Action 10.17.19_POs Over $25K
email - Ingram

Escambia County
Clerk's Original
12/14/2018 CAR II-19

AGREEMENT RELATING TO SIGNAL RESPONSE MAINTENANCE (PD 16-17.083)

THIS AGREEMENT is made and entered into by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Street, Pensacola, Florida 32502, and Ingram Signalization, Inc., a for-profit corporation authorized to conduct business in the State of Florida (hereinafter referred to as "Contractor"), FEI/EIN Number 59-0879719, whose principal address is 4522 North Davis Highway, Pensacola, Florida 32503 (each at times being referred to as "party" or "parties").

WITNESSETH:

WHEREAS, on October 9, 2017, the County issued an Invitation to Bid relating to signal response maintenance services throughout Escambia County (PD 16-17.083); and

WHEREAS, the Contractor was the most responsive and responsible bidder proposing to provide such services; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of signal response maintenance services 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:

Verified By: S. Allen
Date: 2/27/18

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 upon the date last executed by the parties and continue for a term of twelve (12) months. Upon mutual agreement of the parties, the contract may be renewed for two additional twelve (12) month periods, up to a maximum of thirty-six (36) months. In no event shall the term of this agreement exceed the duration of three (3) years from the date of commencement.

3. Scope. Contractor agrees to perform in accordance with the Scope of Services outlined in Escambia County's Invitation to Bidders "Signal Response Maintenance," Specification No. P.D. 16-17.083, attached hereto as **Exhibit A**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Compensation. In exchange for Contractor's provision of the scope of services referenced in Section 3 above, County shall pay Contractor in accordance with the Contractor's Bid Form, attached hereto as **Exhibit B**.

5. Purchase Orders. The County shall assign tasks to the Contractor in writing utilizing work orders relating to a blanket purchase order or by individual purchase order. The task(s) to be accomplished shall be described in detail. No minimum quantity of work is guaranteed during the term of this agreement, and only those tasks assigned pursuant to a work order may be compensated.

6. Method of Billing. Payment may be requested by Contractor on a monthly basis by the submission of a properly executed original invoice reflecting the amount due and owing with appropriate supporting documentation. Invoices shall be submitted in duplicate to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice. All payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

7. Termination. The County may terminate the Agreement immediately for cause or for convenience upon providing thirty (30) days' prior written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days' prior written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for services performed through the date of termination but Contractor shall not be entitled to any other recovery against County, including, but not limited to, damages or any anticipated profit on portions of work not performed.

8. 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, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.

(b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Florida statutory Workers' Compensation.

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.

Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days' advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to 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 Escambia County 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.

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:

Ingram Signalization, Inc.
Attention: William Wilson
4522 North Davis Highway
Pensacola, Florida 32503

Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

With copy to:
Transportation and Traffic Division
Attention: Program Director
3363 West Park Place
Pensacola, FL 32505

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. 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

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, codes, statutes, ordinances, rules, regulations and requirements related to the performance of this Agreement including but not limited to those dealing with taxation, worker's compensation, equal employment and safety.

16. Permits, Licenses and Taxes. All permits and licenses necessary for the prosecution of the work shall be procured and paid for by Contractor. If Contractor performs any work without obtaining, or contrary to, any such permits or licenses necessary for the prosecution of the work, Contractor shall bear all costs arising therefrom. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the work. 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.

17. 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.

18. 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.

19. 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: 2/22/18

BCC Approved: _____

Witness

Witness

CONTRACTOR:
INGRAM SIGNALIZATION, INC.

BY: _____
William D. Wilson, Vice President

Date: 12-14-2017

ATTEST:

By: _____
Corporate Secretary

(SEAL)

Approved as to form and legal sufficiency.

By/Title: _____
Date: 12/14/17

SIGNAL RESPONSE MAINTENANCE
SCOPE OF SERVICES

PART 1 – GENERAL

1.1 INSTRUCTIONS TO BIDDERS – GENERAL NOTES ABOUT PAY ITEMS

a) A non-mandatory pre-bid meeting shall be held prior to the bid opening to discuss Signal Response Maintenance scope of services and pay items and to receive comments and answer any related questions. Any contractor who wishes to submit a bid is encouraged to have a representative(s) at the pre-bid meeting.

b) CONTRACTOR's proposed unit prices (Bid Schedule 1 and Bid Schedule 2) shall include, but are not limited to, mobilization, maintenance of traffic, equipment, supplies, incidentals to the project sites, and those operations necessary for the movement of personnel, no separate payment will be made.

c) Unless otherwise provided in the Bid Schedules, removal cost of existing equipment or parts shall be included in the CONTRACTOR's proposed replacement bid rates, no separate payment will be made.

d) The COUNTY may use the FDOT state average prices to evaluate the proposed bid rates for parts and equipment.

e) The COUNTY reserves the right to furnish all necessary signal parts, materials or equipment required for any task and compensates the CONTRACTOR for the labor and necessary equipment to complete the work.

f) The CONTRACTOR's markup for acquiring any signal parts, materials and equipment not specifically listed in the Bid Form shall not exceed 15% of the actual purchased price.

g) The COUNTY shall be ultimate authority to interpret the intent of bid documents including scope of services and the CONTRACTOR's proposed rates. After bids are submitted, the CONTRACTOR shall not assert that there was misunderstanding concerning the bid rates or the nature of the work to be done.

h) Estimated quantities are used to establish unit prices bids and will be used for cost comparison to determine the low bidder and for contract award. The COUNTY does not guarantee any maximum or minimum quantity, any range of quantities, or the exact quantities shown for each item to be bid. The actual reimbursement to the CONTRACTOR will be based on the unit price of the actual amount of work authorized, completed, and approved by the COUNTY.

i) The COUNTY shall award the Contract to the lowest responsive and responsible bidder as determined by the COUNTY; provided, however, the COUNTY reserves the right to award the Contract to a bidder who is not the lowest responsive and responsible bidder if the COUNTY determines in its reasonable discretion that another bid offers County a better value based upon the reliability, quality of service, or product of such other bidder. In the event County awards the Contract to a bidder other than the lowest responsive and responsible bidder, the COUNTY shall state the basis upon which the award is being made.

1.2 RELATED DOCUMENTS

Unless otherwise specified by the Program Director, Transportation and Traffic Operations Division, or designee (Contract Manager), or in other sections of this specification, all work shall conform to the applicable requirements in the following documents:

a) Florida Department of Transportation (FDOT), Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System, latest edition.

b) FDOT, Standard Specifications for Road and Bridge Construction, latest edition.

c) FDOT, Minimum Specifications for Traffic Control Signals and Devices, latest edition.

d) United States Department of Transportation (USDOT), Federal Highway Administration,

e) Manual on Uniform Traffic Control Devices for Streets and Highways, latest edition.

f) National Electric Code, including latest revisions.

1.3 DESCRIPTION OF WORK

The work under this section involves response maintenance of traffic signals throughout Escambia County. Response maintenance is defined as the initial response by the CONTRACTOR to any reported equipment or system malfunction. Response maintenance includes both field procedures used to restore operation and shop procedures followed to repair and test the malfunctioning equipment. Response maintenance includes the following activities:

a) Receive notification

b) Secure the site

c) Diagnose the problem

d) Perform interim and final repairs

e) Log the activities

f) Prepare maintenance reports

The Escambia County Transportation and Traffic Operations Division generates the list of traffic signals to be maintained. The approximate number of signals to be maintained is listed below and will vary as new traffic signals are accepted for maintenance, existing signals are removed, and maintenance for specific signals is temporarily suspended due to construction activity. The Contract Manager will notify the CONTRACTOR in writing of traffic signals added to and deleted from the maintenance list.

TRAFFIC SIGNALS

The following is current list of traffic control signals maintained by the Escambia County:

SIGNAL CLASSIFICATION	CODE	TOTAL
Traffic Signals	(TS)	165
Traffic Signals Interconnected & Monitored	(IMTS)	11
Uninterruptible Power Supplies	(IMTS) W/ (UPS)	10
Intersection Control Beacons	(ICB)	9
Pedestrian Flashing Beacons	(PFP)	28
Emergency Fire Department Signals	(FDS)	10
Speed Activated Warning Displays	(SAWD)	14
Blank Out Signs	(BOS)	0
Traffic Warning Beacons	(TWB)	37
Time Travel Detectors	(TTD)	0
School Zones	(SZ)	76
COMBINED TOTAL		360

These signals include mast arm, span wire, pole mounted and solar powered type systems. For details of different types and configuration of equipment, please contact Escambia County, Transportation and Traffic Operations Division.

PART 2 - PRODUCTS

2.1 CONTRACTOR-FURNISHED PARTS AND EQUIPMENT

a) The CONTRACTOR shall furnish all transportation, plant, labor, materials, safety signs, supplies, equipment, other facilities, and any necessary items to fully complete the work described in this contract documents.

b) The CONTRACTOR shall keep in stock a sufficient number of spare controllers, controller cabinets, conflict monitors, modems, video detection equipment, etc. to provide operation of signals consistent with the performance standards described in Section 3.7.

c) The CONTRACTOR shall return malfunctioning electronic equipment under warranty, to the manufacturer for repair and testing to take advantage of warranty service and any available software update. For non-warranty equipment, the CONTRACTOR shall provide copy of the original invoice of repairs for documentation of work performed and any charges incurred. These units will count on an install only charge.

d) The COUNTY reserves the right to perform Return Merchandise Authorization (RMA) process for non-warranty equipment.

e) The CONTRACTOR shall have and operate a laptop computer capable of interfacing with controllers, conflict monitors, various detection systems, Advanced Traffic Management System (ATMS) equipment.

f) The CONTRACTOR shall furnish warranty period and certification from the equipment vendor that all new parts and equipment, when applicable, have been approved by the Florida Department of Transportation (FDOT) for use on public roads.

g) The CONTRACTOR shall have a digital camera with date stamp and flash to document the state of the site prior to work performed and after work performed.

h) Upon completion of the assigned work, the CONTRACTOR shall notify the Contract Manager and certify that the work quantities and quality were accomplished in accordance with the specifications by signing and returning the work document to the COUNTY. All work completed will be inspected to verify quantity and quality prior to approval of the work document.

i) The CONTRACTOR must receive the Contract Manager's approval prior to commencement of additional work that was not included in the original work order.

j) The Contractor shall provide an inventory list of equipment that will be used under the Signal Response Maintenance Contract.

2.2 COUNTY-FURNISHED PARTS AND EQUIPMENT

a) The COUNTY may choose to furnish parts and equipment to the CONTRACTOR for specified work or for general replacement. If parts and/or equipment are furnished by the COUNTY, the CONTRACTOR will be required to sign a receipt and safeguard the equipment until it is used or retrieved by the COUNTY.

b) The CONTRACTOR shall keep an electronic file of the inventory sheet of County-furnished parts and equipment and shall provide a current listing of such items to the Contract Manager within two business days upon request and when items are taken from or added to inventory.

c) The COUNTY may elect to furnish video or other detection systems, work order software, and Advanced Traffic Management System software to the CONTRACTOR.

d) The Contract Manager may retrieve any County-furnished parts and equipment from the CONTRACTOR at any time during normal business hours.

2.3 REMOVED PARTS AND EQUIPMENT

a) Controllers, conflict monitors, and cabinets that are removed and are suitable for reuse shall be placed into the CONTRACTOR's inventory of County-furnished equipment. Such equipment shall be labeled as County property with the location from which it was removed. These units will count on an install only charge.

b) Parts and equipment that are removed and are deemed by the CONTRACTOR as suitable for reuse shall be placed into the CONTRACTOR's inventory of County-furnished equipment. The CONTRACTOR shall reuse such parts and equipment, when appropriate, before using new parts and equipment.

c) Parts and equipment that are removed and not suitable for reuse, but have salvage value, shall be delivered to the Road Department facility, 601 North Hwy 297A, Cantonment, Florida.

d) Parts and equipment that are removed and are not suitable for reuse and have no salvage value, shall be properly disposed of by the CONTRACTOR at his expense.

e) Unless otherwise specified, all salvaged equipment, parts and materials shall be considered the COUNTY's property and be delivered to the COUNTY, promptly.

PART 3 – EXECUTION

3.1 AVAILABILITY

a) The CONTRACTOR shall provide 24-hour service 7 days per week (including all holidays) and provide a contact person to receive and respond to verbal and written work directions for the duration of the contract. The CONTRACTOR shall establish and maintain a telephone number where a Traffic Signal Technician, Level II or higher, can be contacted on a 24-hour basis during the term of the contract.

b) Service calls after 4:30 PM on weekdays, during weekends, and holidays will be coordinated through the on-call Traffic Signal Technician, Level II or higher, during the aforementioned times without approval by the Contract Manager.

c) Service calls after 4:30 PM on weekdays, during weekends, and holidays received from the general public and not classified as an emergency shall be documented and sent to the Contract Manager on the next business day.

d) In the event the CONTRACTOR may anticipate that he will be unavailable for any period of time at the aforementioned telephone number, he shall so notify the Contract Manager. If the CONTRACTOR will be available at any other telephone number not on file with the COUNTY, the CONTRACTOR shall so notify the Contract Manager. It is intended that the CONTRACTOR shall, to the maximum extent practicable, take all reasonable steps to assure his availability for services.

e) Workers shall present a reasonable appearance and conduct themselves in a courteous manner. Any worker who uses profane or abusive language either verbal or bodily, or who interferes with the work of a county or state inspector or disobeys the instructions of the Contract Manager shall be immediately and permanently discharged from work on this contract.

3.2 ADJUSTMENTS

a) The CONTRACTOR shall not change signal phasing and timing from approved settings except when directed by the Contract Manager or during emergency response to a malfunction. The CONTRACTOR is encouraged, however, to suggest phasing and timing changes, as needed, to correct problems or to increase efficiency.

b) The CONTRACTOR shall make adjustments to loop detector sensitivity, video detection zones, and time clocks, as necessary for proper operation.

c) Any changes made to settings shall be documented. **A copy of the documentation should be left in the controller cabinet and scanned and emailed to the Contract Manager.**

3.3 QUALIFICATIONS

a) The CONTRACTOR shall have a sufficient amount of prior satisfactory experience in the maintenance of all traffic signal components including, but not limited to advanced traffic management systems, closed-loop systems and video detection systems.

b) All persons operating and maintaining signal equipment shall be fully trained and qualified. The CONTRACTOR shall have all work performed under the direct, on-site, supervision of a person certified at the "Traffic Signal, Level II" level or higher, by the International Municipal Signal Association (I.M.S.A.). The CONTRACTOR shall employ a minimum of three (3) persons certified "Traffic Signal, Level II", or higher. The CONTRACTOR shall furnish a copy of the certificate issued by the I.M.S.A. for each technician to the Contract Manager before execution of the contract. The CONTRACTOR shall employ a minimum of one (1) technician certified for video detection set-up and operation and shall provide a copy of the associated certificate to the Contract Manager prior to execution of the contract.

c) Equipment testing such as conflict monitors and controllers shall be performed by a certified "Traffic Signal, Level III" bench technician.

3.4 OPERATIONS

a) The CONTRACTOR, at their own expense, shall replace the sidewalk slabs, driveway slabs, and any other item, if they are damaged by maintenance activities. If already damaged prior to arrival, the cost of such replacement may be charged to the COUNTY under the time and material rates and upon approval by the Contract Manager. Therefore, the CONTRACTOR shall take before and after photos (2.1(f)) of damaged area and submit with invoice.

b) All public land corners and monuments that are encountered shall be protected by the CONTRACTOR. Corners and monuments, which conflict with the work and are in danger of disturbance, shall be properly referenced by a Florida Registered Surveyor prior to the beginning of any work at the site. The CONTRACTOR shall assume all costs associated with the restoration of corners and monuments.

c) The CONTRACTOR shall perform utility locate for signal and communication cables as requested by the Contract Manager, FDOT, utility companies, and other contractors.

d) In the event of an emergency (i.e., hurricane, flood, etc.), costs associated with performing services shall be charged in accordance with hourly rates and parts/materials schedule.

e) Gulf Power outages, during after hour calls:

- Technician of record shall stay in contact with Gulf Power representative until power is restored.
- Upon notification of power restored, respond within two (2) hours and verify that location is operating properly.
- In case of power failure at coordinated systems the technician shall verify the following:

    - Communications transmitting/receiving
    - Operation of time of day plan
    - Controller Settings; time of day, day of week, daylight savings
    - Re-install timings if lost and save to eeprom

f) Maintenance of overhead equipment, such as aerial mounted equipment, mast arms and span wires:

- Aerial Mounted Equipment: replace signal LED modules, signs (static and illuminated), brackets and reflectors, substandard hardware, defective lenses and reflectors, check gaskets for water infiltration and deterioration, check for head alignment, cracks or rust in hardware, hoods, wing nuts, hinges, wear on signal wire, mechanical hardware and condition of back plates.
- Span Wire: check condition of span and tether wires, clevis pins, clamps and hardware, remove excessive slack.
- Mast Arms: check clamps, hardware connection bolts for rust, and tightness; prime and spot paint as required.
- The basis for this maintenance will be conducted through a work order issued by the Contract Manager. Also, the Contract Manager shall approve the complete replacement of signal heads, mast arms and span wire.

g) Conflict monitors shall be bench tested, not field tested, annually by using a certified conflict monitor test fixture following manufacturer's recommended testing procedures. The Contract Manager shall provide to the CONTRACTOR schedule(s) for the bench testing of all conflict monitors.

3.5 REPORTS

a) The CONTRACTOR shall prepare an electronic maintenance record and an electronic invoice for each trouble call received. Format shall be specified and/or approved by the Contract Manager. Each maintenance record shall contain the following information:

- Location and signal identification number.
- Service requested or trouble reported; name of person that made the request or report; date and time received.
- Person that responded; date and time of arrival at the site; problem found; work completed; date and time work was completed.
- Maintenance record number.
- List of materials, parts, and equipment used.
- List of man-hours by employee and classification.
- Attach as documentation a copy of vendor invoices.
- County-furnished parts and equipment used shall be noted as such.
- Adjustments made to equipment in controller cabinet.
- Serial numbers and dates of manufacture from equipment removed and new/refurbished equipment installed.
- Photos of "before" and "after" at each location.
- Include applicable description and pay item(s) number used to prepare invoice.

b) Each maintenance record shall be completed in full and transmitted to the Contract Manager within three (3) business days of completion of work. Such record may also serve as the CONTRACTOR's invoice for the work performed.

c) Invoices submitted separately from a maintenance record shall be transmitted to the Contract Manager within (30) calendar days of completion of work, except for work completed in the last two weeks of each fiscal year (Sept. 16th thru Sept. 30). Invoices for work completed in this time frame shall be transmitted to the Contract Manager on or

before October 7th. Invoices submitted inconsistent with the time limitations stated herein may not be approved for payment.

d) Conflict monitor bench testing: a print-out of the original test results shall be given to the Contract Manager and a copy will remain with the unit tested.

e) The CONTRACTOR may request addendum for material pricing in the contract. Contract Manager will forward approved addendum requests to the Board of County Commissioners for approval of the contract modification.

f) All documentation shall be submitted electronically.

g) The CONTRACTOR shall adhere to use any software or platform that the COUNTY elect for its asset management, work order, reporting and invoicing.

3.6 RESPONSE MAINTENANCE

3.6.1 TASK PRIORITIES

The CONTRACTOR shall arrive at the work site according to the schedule outlined below. The order of priorities during initial response is:

1) Assure work area is safe and proper M.O.T. established when necessary.

2) Assure work area is safe for both vehicular and pedestrian traffic.

3) Identify the operational issue and make repairs. Repairs which involve the replacement of general incidental maintenance items (e.g., LEDs, loop detectors, load switches, pedestrian detectors, controllers and conflict monitors) shall be completed during the time of initial response. There shall be no charge for any subsequent visits related to the original response, unless approved by the Contract Manager, consistent with performance standards described in Section 3.7 of scope of services.

3.6.2 RESPONSE TIMES

The following shall be considered the standard criteria for response times:

a) Response maintenance calls during weekday hours between 0800 hours – 1630 hours, excluding legal holidays: One (1) hour.

b) Response maintenance calls at all other times: Two (2) hours.

c) Utility locates: Two (2) business days.

If the CONTRACTOR fails to respond within the specified times, the COUNTY may charge for non-performance as set forth in Part 3 of this contract. The COUNTY may exercise the option to enlist the services of another contractor to complete necessary repairs. The CONTRACTOR will be charged the cost incurred plus an administrative fee of 10%.

The Contract Manager shall approve all response maintenance calls during weekday hours. It is the CONTRACTOR's responsibility to acquire the Contract Manager's approval before proceeding to work.

Response times for after-hours service calls (1631 hours – 0759 hours) and weekends/holidays shall be reviewed and initiated by the CONTRACTOR's Level II Traffic Signal Technician who shall be responsible for determining the proper response time. The CONTRACTOR shall provide the Contract Manager with weekly report of all after-hour services. The following are typical applications for response times:

Two-Hour Response Time:

- Intersection completely out/in flash
- Cabinet/pole knockdown
- Dual signal indications out
- Left/right turn signal indications out
- Not cycling properly

Next Day Response:

- Single signal indication out on thru phases only
- Activating without demand
- Pedestrian indication out

Response Time Exceptions:

- Heavy rain
- High winds
- Fog
- Tornado warnings
- Tropical storms
- Hurricanes

Work shall commence as soon as conditions improve or warnings are lifted by National Weather Service.

3.7 REPAIR TIME

a) Any work which typically cannot be finalized during the initial response, shall be completed by The CONTRACTOR according to the following schedule:

- Pole knockdown or damage: restore safe operation within 6 hours; order replacement pole within one (1) business day; notify the COUNTY of estimated delivery date; install new pole within five (5) business days upon receipt.
- Pedestrian pedestal knockdown: install new pedestal assembly within five (5) business days.
- Sign knockdown or damage: advise the Contract Manager within one (1) business day; the COUNTY will furnish a new sign; install new sign within five (5) business days upon receipt.
- Controller cabinet collision: replace cabinet with County-furnished stock or rental within eight (8) hours; order replacement equipment within one (1) business day; notify COUNTY of estimated delivery date; install new cabinet within five (5) business days upon receipt.
- Controller, master, or conflict monitor failure: replace unit with spare within four (4) hours; order replacement unit or ship unit to manufacturer for repair within one (1) business day; install replacement unit within five (5) business days upon receipt.

- Video Detection/Loop assembly failure: implement max/min recalls to re-establish lost functionality for video detection, repair/replace necessary failed video components within two (2) business days; for loop detection, temporarily splice if possible and install new loop assembly within five (5) business days. Test each new loop assembly in accordance with FDOT standards. Record test results and certify accuracy on a Traffic Signal Resistance Data Sheet (re: Appendix "A"). Transmit the original certified data sheet with the maintenance record to the Contract Manager.
- Signal assembly knockdown: install new signal assembly within 24 hours.
- Span wire knockdown or damage: notify law enforcement for traffic control; install new span wire within 24 hours.
- Communication cable failure: If communication cable is found to be damaged, document findings and provide Contract Manager with a written repair estimate within five (5) business days.
- Grounding failure or damage: install new grounding within five (5) business days. Test each new ground assembly in accordance with FDOT standards. Record test results and certify accuracy on a Traffic Signal Resistance Data Sheet (RE: Appendix "A"). Transmit the original certified data sheet with the maintenance record to the Contract Manager.
- Conflict monitors shall be bench tested and re-installed within five (5) business days of work order being issued.

b) The Contract Manager may order service and minor design modifications (e.g., signal display adjustments, detector modifications and timing changes). The CONTRACTOR shall complete such service orders within ten (10) business days.

If the CONTRACTOR fails to respond within the times specified, the COUNTY may charge penalties for non-performance as set forth in the Bid Sheet and may procure the work to be performed by another CONTRACTOR and charge back to the CONTRACTOR the cost incurred plus an administrative fee of 10%.

CHARGES FOR NON-PERFORMANCE
(Per Occurrence):

Failure to Transmit Maintenance Record Within Three (3) Business Days	$1,000
Failure to Respond to Trouble Call Within Specified Time	$1,000
Failure to Complete Repair Within Specified Time	$1,000
Failure to Comply with FDOT Maintenance of Traffic Standards	$1,000

Appendix "A"

TRAFFIC SIGNAL RESISTANCE MEASUREMENTS DATA SHEET

Intersection: _____

LOOP ASSEMBLY RESISTANCE

	Loop Location/No.	Series Resistance	Insulation Resistance
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

GROUND ROD RESISTANCE

	Rod Location	Resistance
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		

_____ _____

SIGNATURE OF CONTRACTOR'S REPRESENTATIVE **DATE**

IMSA Level II - Certified Technician

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. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the County shall affix his signature hereto, and this shall then constitute a written Agreement between parties. The conditions incorporated herein become a part of the written Agreement between the parties.

BID INFORMATION: See 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 submits 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 16-17.083, "SIGNAL RESPONSE MAINTENANCE", 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 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 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. SCOPE OF SERVICES SUMMARY

The work under this section involves response maintenance of traffic signals throughout Escambia County. Response maintenance is defined as the initial response by the CONTRACTOR to any reported equipment or system malfunction. Response maintenance includes both field procedures used to restore operation and shop procedures followed to repair and test the malfunctioning equipment. Response maintenance includes the following activities:

a) Receive notification

b) Secure the site

c) Diagnose the problem

d) Perform interim and final repairs

e) Log the activities

f) Prepare maintenance reports

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.

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. Bonds

Performance and Payment Bonds

The County shall require the successful offeror(s) to furnish **separate performance and payment bonds**, per Florida Statute 337.18, under pledge of adequate surety and covering up to **100% of the dollar value of award** on the forms provided by the County. Value of the bonds shall not exceed the awarded contract price.

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 Emily D. Weddington, CPPB, Purchasing Specialist, at edweddington@myescambia.com. Last day for questions will be October 23, 2017 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 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 in the Office of Purchasing Conference Room, 11.407 on October 17, 2017 at 9:00 a.m. 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. Liquidated Damages/Charges for Non-Performance

(Per Occurrence):

Failure to Transmit Maintenance Record Within Three (3) Business Days	$1,000
Failure to Respond to Trouble Call Within Specified Time	$1,000
Failure to Complete Repair Within Specified Time	$1,000
Failure to Comply with FDOT Maintenance of Traffic Standards	$1,000

9. Safety Regulations

Equipment shall meet all state and federal safety regulations for grounding of electrical equipment.

10. Codes and Regulations

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

11. Payment

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted 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. Warranty

The awarded vendor shall fully warrant all equipment furnished hereunder against defect in materials and/or workmanship for a period of one (1) year from date of acceptance by Escambia County.

Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the awarded vendor shall repair or replace same at no cost to the County, immediately upon written notice from the Purchasing Chief.

13. Debris

Awarded vendor shall be responsible for the prompt removal of all debris, which is a result of this contractual service.

14. 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.

15. Emergency Services

The contractor resulting from this solicitation is for services that are required during **EMERGENCY** situations such as hurricanes, major fires, etc. Time is of the essence during these situations and the vendor awarded this contract should be able to be contacted at any time, day or night.

The Bid Form provides for the emergency information to be supplied. Please be sure to include **all** this information when returning your bid.

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. 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.

18. 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.

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.

20. Award

Award shall be made on an "all-or-none total" basis.

21. Termination (Services)

The Contract Administrator shall notify the Office of Purchasing of unsatisfactory performance and/or deficiencies in service that remain unresolved or recurring. The Office of Purchasing shall notify the contractor, in writing, of such unresolved or recurring deficiencies within five (5) working days of notification by the Contract Administrator.

Upon the third such written notification of unsatisfactory performance and/or deficiencies to the contractor by the Office of Purchasing within a four (4) month period; or the sixth such notification within any contract term, shall result in issuance of written notice of immediate contract termination to the contractor by the Office of Purchasing. Such termination may also result in suspension or debarment of the contractor.

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.

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 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, 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.

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.

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

October 26, 2017

To: All Known Prospective Bidders

Addendum Number 1:

Re: Signal Response Maintenance
Specification Number: PD 16-17.083

All:

We recently sent you an Invitation to Bid on the above-mentioned specification.

This Addendum Number 1 provides for responses to questions and a revised bid form.

Questions/Responses

1. 650-1-AB; Traffic Signal Assemblies-Will Escambia County expect pivotal hangers to be in the F & I cost of this item (Span Wire Installation) or will it be listed separately?
   Response: *Cost of pivotal hangers for Span Wire Installation should not be included in the F & I cost.*

2. Who will be responsible for having the annual MMU/Conflict Monitors testing completed?
   Response: *Contract Manager shall coordinate & provide to the Contractor schedule(s) for all conflict monitors testing. Please refer to Scope of Services, Section 3.4 for more information.*

3. Section 3.3 Qualification (c)- Can a Level III Field Technician be substituted for the Level III Bench Technician?
   Response: *The Equipment testing such as conflict monitors and controllers can be performed by a certified Traffic Signal Level III Bench Technician or a Traffic Signal Level III Field Technician.*

4. Should there be an item for Technician Level II for M-F 8:00am – 4:30pm?
   Response: *A pay item for Technician - IMSA Level II (MON-FRI, 8:00 AM-4:30 PM) has been added to the Bid Schedule 2. Please refer to the revised Bid Schedule 2.*

5. Please see attached bid form. It appears that items 116-120 are a repeat of items 111-115. Does this need to be corrected?
   Response: *Duplicate pay items have been deleted from Bid Schedule 2. Please refer to the revised Bid Schedule 2.*

6. Bid Schedule 1 - (FURNISH & INSTALL (F&I), INSTALL, REMOVE, & RELOCATE BID ITEMS):

- If a line item states "Install" (ex. 633-1310 Fiber Optic Cable, Install, Overhead) should the contractor assume labor & equipment only with the materials to be supplied by the county?
  Response: *"Install" pay items should not include materials cost.*

- For "relocation" items such as cable, will the county supply the cable if the relocation requires additional cable to move the appropriate distances or will the county just use a furnish and install "new" cable line item? If the relocation line requires the contractor to supply additional cable for the move, what should be the distance to base the cable footage from?
  Response: *"Relocate" pay items should not include materials cost.*

- Next Series of questions are being asked for a better understanding of the overall current county system and how the county wants to maintain the fluidity of the system.
  Response: *Currently Escambia County has no established TSP, all manufacturer's and models information to follow are gathered from existing field installation components. Bidding contractors can elect to utilize comparable equipment which is currently listed on the FDOT APL and proven to be compatible.*

  I. What are the manufacturer(s) that are currently in the field for the 654-1-AB - IN ROADWAY LIGHT ASSEMBLY line items? What are the makes and models? What is currently being spec'd for future installs?
  Response: *Transportation Safety Corp. TS-1200 controller and TS-500 IEC fixture.*

  II. What are the manufacturer(s) that are currently in the field for the 660 -1ABC - LOOP DETECTORS line items? What are the makes and models? What is currently being spec'd for future installs?
  Response: *Any FDOT APL approved loop detector.*

  III. What are the manufacturer(s) that are currently in the field for the 660-4-AB - VEHICLE DETECTION SYSTEM-VIDEO line items? What are the makes and models? What is currently being spec'd for future installs?
  Response: *Recent construction and upgrades have included Gridsmart Aldis 360° video detection systems, also Iteris Edge systems with WDR cameras are in the network along with legacy Peek Video Trax.*

  IV. What are the manufacturer(s) that are currently in the field for the 670-5ABC Traffic Controller Assembly line items? What are the makes and models? What is currently being spec'd for future installs?
  Response: *Majority of new installations are TCS - TS2 Type 2 cabinets with McCain ATCeX controllers.*

  V. What are the manufacturer(s) that are currently in the field for the 684-1-A - MANAGED FIELD ETHERNET SWITCH line items? What are the makes and models? What is currently being spec'd for future installs?
  Response: *ITS Express 8000 Series.*

VI. What are the manufacturer(s) that are currently in the field for the 685-1-AB - UNINTERRUPTIBLE POWER SUPPLY line items? What are the makes and models? What is currently being spec'd for future installs?
Response: *Meyers PB 2000 Series.*

VII. What are the manufacturer(s) that are currently in the field for the 700-11-ABC - ELECTRONIC DISPLAY SIGN line items? What are the makes and models? What is currently being spec'd for future installs?
Response: *IDC 1520/1820 Models*

VIII. What are the manufacturer(s) that are currently in the field for the 700-12-AB - SIGN BEACON line items? What are the makes and models? What is currently being spec'd for future installs?
Response: *Carmanah R247 Series*

7. Bid Schedule 2 - (LABOR AND MATERIAL BID ITEMS): Please clarify the meaning of "Labor and Material bid Items". It is our understanding from the pre bid meeting that the contractor should factor just labor and equipment only, to install county supplied materials under the "Bid Schedule 2" line items. Is this correct?
Response: *Bid Schedule 2 is for the Contractor's labor, equipment and materials rates. The County reserves the right to furnish all necessary signal parts, materials or equipment required for any task and compensates the Contractor for the labor and necessary equipment to complete the work. For more information, please refer to Scope of Services, Section 1.1, Instruction to Bidders*

8. "The COUNTY does not guarantee any maximum or minimum quantity, any range of quantities, or the exact quantities shown for each item to be bid. The actual reimbursement to the CONTRACTOR will be based on the unit price of the actual amount of work authorized, completed, and approved by the COUNTY." As there are not lump sum items provided for Mobilization and Maintenance of Traffic, will technician hours be charged, as used, per work order or are we to "include" Mob & MOT as incidental to each item? Inclusion as incidental would be problematic as a call to replace one LED signal module for instance would need to include response preparation, drive time, lane closure setup and the labor to change the insert, which is a tiny fraction of the cost. Please advise.
Response: *Please refer to Scope of Services, Section 1.1, Instruction to Bidders: Contractor's proposed unit prices (Bid Schedule 1 and Bid Schedule 2) shall include, but are not limited to, mobilization, maintenance of traffic, equipment, supplies, incidentals to the project sites, and those operations necessary for the movement of personnel, no separate payment will be made.*

9. "The CONTRACTOR shall keep in stock a sufficient number of spare controllers, controller cabinets, conflict monitors, modems, video detection equipment, etc. to provide operation of signals consistent with the performance standards described in Section 3.7."

   - Can the county provide a suggested inventory list with manufacturer name and model number?
     Response: *Six (6) Spare controllers, two (2) Controller Cabinets, Six (6) Conflict Monitors, and two (2) Video Systems. Modems shall be supplied by the County.*

   - How will establishment and replenishment of the inventory be paid for?

Response: *The Contractor shall be responsible to purchase and maintain the required equipment inventory. Please refer to Scope of Services, Part 2 – Products.*

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 you having received same. You may photo copy for your record.

Sincerely,

Emily D. Weddington

Emily D. Weddington, CPPB
Purchasing Specialist

Acknowledgement of Receipt of Addendum 1:

SIGNED: _____

COMPANY: _____

SIGN AND RETURN THIS FORM WITH YOUR BID*

SOLICITATION, OFFER AND BID FORM

Submit Offers to:
Emily D. Weddington, CPPB
Purchasing Specialist
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone: 850-595-4987

ESCAMBIA COUNTY, FLORIDA

Invitation to Bid

Signal Response Maintenance

Solicitation Number PD 16-17.083

Solicitation

MAILING DATE: October 9, 2017
PRE-SOLICITATION CONFERENCE: A Non-Mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at 213 Palafox Pl. Pensacola, FL 32502, at 9:00 AM CDT, October 17, 2017.
OFFERS WILL BE RECEIVED UNTIL: 2:00 PM CDT, November 02, 2017, 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 Escambia County office of Purchasing, and will remain posted for a period of two (2) business days. Failure to file a protest in writing with 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 Escambia County Office of Purchasing. Protests will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

Federal Employer Identification Number or S.S. Number: 59-0879719

Terms of Payment 30 days

Delivery Date will be 30 **days after receipt of purchase order**

Bid Bond Attached: $

Vendor Name: Ingram Signalization, Inc.
Address: 4522 North Davis Hwy
City, ST. & Zip: Pensacola, FL 32503
Phone: (850) 433-8266
Toll Free: (____) ____
Fax: (850) 434-2816

William D. Wilson, Vice-President
(Name and Title of Person Authorized to Sign Offer)

* _____
Signature of Person Authorized to Sign Offer
(Original Signature Required)

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 purchase 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.

**** Failure to execute this Form binding the bidder's offer shall result in the bid being rejected as non-responsive.***

Bid Form

Bid Schedule 1 Total:	$40,000.00
Bid Schedule 2 Total:	$901,425.00
Total Bid (Schedule 1 Plus Schedule 2):	$941,425.00

EXHIBIT B
tabbies

BID SCHEDULE 1 (FURNISH & INSTALL (F&I), INSTALL, REMOVE, & RELOCATE BID ITEMS):

PAY ITEM	ITEM DESCRIPTION	UNIT	EST. QTY.	BID RATE	EXT.
110-4-10	REMOVAL OF EXISTING CONCRETE PAVEMENT	SY	200	100	$20,000.00
522-1-00	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY	400	210	$84,000.00
522-2-00	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	400	300	$120,000.00
620-2-AB - GROUNDING ELECTROID					
620-2-11	10 FT. 5/8" GROUND ROD, FURNISH & INSTALL	EA	100	100	$10,000.00
620-2-21	20 FT. 5/8" GROUND ROD ASSEMBLY, FURNISH & INSTALL	AS	50	200	$10,000.00
630-2-AB - CONDUIT - 1/2" - 2"					
630-2-12	CONDUIT, SCHEDULE 40, FURNISH & INSTALL, DIRECTIONAL BORE	LF	300	13	$3,900.00
630-2-11	CONDUIT, SCHEDULE 40, FURNISH & INSTALL, OPEN TRENCH	LF	500	6	$3,000.00
630-2-14	CONDUIT, SCHEDULE 40, FURNISH & INSTALL, ABOVEGROUND	LF	100	9	$900.00
630-2-15	CONDUIT, SCHEDULE 80, FURNISH & INSTALL, BRIDGE MOUNT	LF	400	10	$4,000.00
630-2-20	CONDUIT, FURNISH & INSTALL, JACK & BORE UNDER RAILROAD	LF	300	25	$7,500.00
630-2-65	CONDUIT, REMOVE, BRIDGE MOUNT	LF	400	1.5	$600.00
632-7-A - IMSA SIGNAL CABLE					
632-7-1	SIGNAL CABLE- NEW OR RECONSTRUCTED INTERSECTION, FURNISH & INSTALL	PI	5	3000	$15,000.00
632-7-2	SIGNAL CABLE- REPAIR/REPLACE/OTHER, FURNISH & INSTALL	LF	1000	6	$6,000.00
632-7-4	SIGNAL CABLE, ADJUST/MODIFY	PI	10	560	$5,600.00
632-7-6	SIGNAL CABLE, REMOVE- INTERSECTION	PI	5	125	$625.00
632-7-7	SIGNAL CABLE, REMOVE- OUTSIDE OF INTERSECTION	LF	5	1	$5.00
633-1ABC - COMMUNICATION - FIBER OPTIC CABLE					
633-1111	FIBER OPTIC CABLE, F&I, OVERHEAD,2-12 FIBERS	LF	1000	1.58	$1,580.00
633-1112	FIBER OPTIC CABLE, F&I, OVERHEAD,13-48 FIBERS	LF	1000	2.1	$2,100.00
633-1113	FIBER OPTIC CABLE, F&I, OVERHEAD,49-96 FIBERS	LF	1000	3.22	$3,220.00
633-1114	FIBER OPTIC CABLE, F&I, OVERHEAD,97-144 FIBERS	LF	1000	4.3	$4,300.00
633-1121	FIBER OPTIC CABLE, F&I, UNDERGROUND,2-12 FIBERS	LF	1000	1.55	$1,550.00
633-1122	FIBER OPTIC CABLE, F&I, UNDERGROUND,13-48 FIBERS	LF	1000	2	$2,000.00
633-1123	FIBER OPTIC CABLE, F&I, UNDERGROUND,49-96 FIBERS	LF	1000	3.1	$3,100.00
633-1124	FIBER OPTIC CABLE, F&I, UNDERGROUND, 97 - 144 FIBERS	LF	1000	4	$4,000.00
633-1310	FIBER OPTIC CABLE, INSTALL, OVERHEAD	LF	1000	2	$2,000.00
633-1320	FIBER OPTIC CABLE, INSTALL, UNDERGROUND	LF	1000	2	$2,000.00
633-1410	FIBER OPTIC CABLE, RELOCATE, OVERHEAD	LF	1000	3	$3,000.00
633-1420	FIBER OPTIC CABLE, RELOCATE, UNDERGROUND	LF	1000	8.5	$8,500.00
633-1610	FIBER OPTIC CABLE, REMOVE, OVERHEAD	LF	1000	1	$1,000.00
633-1620	FIBER OPTIC CABLE, REMOVE, UNDERGROUND	LF	1000	1	$1,000.00
633-2-AB - FIBER OPTIC CONNECTIONS					
633-2-31	FIBER OPTIC CONNECTION, INSTALL, SPLICE	EA	500	50	$25,000.00
633-2-32	FIBER OPTIC CONNECTION, INSTALL, TERMINATION	EA	500	50	$25,000.00
633-3-AB - FIBER OPTIC CONNECTION HARDWARE					
633-3-11	FIBER OPTIC CONNECTION HARDWARE, F&I, SPLICE ENCLOSURE	EA	5	750	$3,750.00
633-3-12	FIBER OPTIC CONNECTION HARDWARE, F&I, SPLICE TRAY	EA	5	300	$1,500.00
633-3-13	FIBER OPTIC CONNECTION HARDWARE, F&I, PRETERMINATED CONNECTOR ASSEMBLY	EA	5	235	$1,175.00
633-3-14	FIBER OPTIC CONNECTION HARDWARE, F&I, BUFFER TUBE FAN OUT KIT	EA	5	220	$1,100.00
633-3-15	FIBER OPTIC CONNECTION HARDWARE, F&I, PRETERMINATED PATCH PANEL	EA	5	300	$1,500.00
633-3-16	FIBER OPTIC CONNECTION HARDWARE, F&I, PATCH PANEL- FIELD TERMINATED	EA	5	550	$2,750.00
633-3-41	FIBER OPTIC CONNECTION HARDWARE, RELOCATE SPLICE ENCLOSURE	EA	5	200	$1,000.00
633-4-A - COMMUNICATION CABLE - COPPER TWISTED-PAIR CABLE					
633-4-1	SIGNALS COMMUNICATION CABLE- TWISTED PAIR CABLE, FURNISH & INSTALL	LF	500	2.25	$1,125.00
633-4-4	SIGNALS COMMUNICATION CABLE- TWISTED PAIR CABLE, RELOCATE	LF	500	1.3	$650.00
633-4-6	SIGNALS COMMUNICATION CABLE- TWISTED PAIR CABLE, REMOVE	LF	500	1	$500.00
634-4ABC - SPAN WIRE ASSEMBLY					
634-4142	SPAN WIRE ASSEMBLY, F&I, SINGLE POINT, DIAGONAL	PI	4	400	$1,600.00
634-4143	SPAN WIRE ASSEMBLY, F&I, SINGLE POINT, BOX OR DROP BOX	PI	4	400	$1,600.00
634-4152	SPAN WIRE ASSEMBLY, F&I, TWO POINT, DIAGONAL	PI	4	1200	$4,800.00
634-4153	SPAN WIRE ASSEMBLY, F&I, TWO POINT, BOX OR DROP BOX	PI	2	3500	$7,000.00
634-4342	SPAN WIRE ASSEMBLY, INSTALL, SINGLE POINT ATTACH, DIAGONAL	PI	2	200	$400.00
634-4352	SPAN WIRE ASSEMBLY, INSTALL, TWO POINT ATTACH, DIAGONAL	PI	2	800	$1,600.00
634-4400	SPAN WIRE ASSEMBLY, ADJUST	PI	2	500	$1,000.00

PAY ITEM	ITEM DESCRIPTION	UNIT	EST. QTY.	BID RATE	EXT.
634-4600	SPAN WIRE ASSEMBLY, REMOVE- POLES REMAIN	PI	2	100	$200.00
634-4700	SPAN WIRE ASSEMBLY, RE-TENSION CABLE - MAINTENANCE ONLY	PI	2	500	$1,000.00
634-5-A - FIBERGLASS INSULATOR					
634-5-1	FIBERGLASS INSULATOR, FURNISH & INSTALL	LF	10	100	$1,000.00
634-6-A - MESSENGER WIRE					
634-6-1	MESSENGER WIRE, FURNISH & INSTALL- REPLACE EXISTING	LF	10	2	$20.00
635-2-AB - PULL BOX OR JUNCTION BOX					
635-2-11	PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE	EA	10	800	$8,000.00
635-2-12	PULL & SPLICE BOX, F&I, 24" X 36" COVER SIZE	EA	10	1500	$15,000.00
635-2-13	PULL & SPLICE BOX, F&I, 30" X 60" RECTANGULAR OR 36" ROUND COVER SIZE	EA	10	2500	$25,000.00
635-2-30	PULL & SPLICE BOX, INSTALL	EA	5	600	$3,000.00
635-2-30	PULL & SPLICE BOX, REMOVE	EA	5	100	$500.00
635-2-40	PULL & SPLICE BOX, RELOCATE	EA	5	500	$2,500.00
635-2-50	PULL & SPLICE BOX, REPAIR	EA	5	250	$1,250.00
635-3-11	JUNCTION BOX, FURNISH & INSTALL, AERIAL	EA	10	80	$800.00
635-3-12	JUNCTION BOX, FURNISH & INSTALL, MOUNTED	EA	10	50	$500.00
635-3-40	JUNCTION BOX, RELOCATE	EA	5	50	$250.00
639-1ABC - ELECTRICAL POWER SERVICE					
639-1112	ELECTRICAL POWER SERVICE, OVERHEAD, METER FURNISHED BY POWER COMPANY - FURNISH & INSTALL	AS	1	1100	$1,100.00
639-1113	ELECTRICAL POWER SERVICE, OVERHEAD METER NOT REQUIRED- FURNISHED & INSTALL	AS	1	1100	$1,100.00
639-1121	ELECTRICAL POWER SERVICE, UNDERGROUND, METER FURNISHED BY POWER COMPANY- FURNISH & INSTALL	AS	1	1100	$1,100.00
639-1122	ELECTRICAL POWER SERVICE, UNDERGROUND, METER FURNISHED BY CONTRACTOR- FURNISH & INSTALL	AS	1	1100	$1,100.00
639-1123	ELECTRICAL POWER SERVICE, UNDERGROUND, METER NOT REQUIRED - FURNISHED & INSTALL	AS	1	1100	$1,100.00
639-1410	ELECTRICAL POWER SERVICE, RELOCATE OVERHEAD	AS	1	200	$200.00
639-1420	ELECTRICAL POWER SERVICE, RELOCATE, UNDERGROUND	AS	1	1200	$1,200.00
639-1610	ELECTRICAL POWER SERVICE, REMOVE OVERHEAD	AS	1	150	$150.00
639-1620	ELECTRICAL POWER SERVICE, REMOVE UNDERGROUND	AS	1	150	$150.00
639-2-A - ELECTRICAL SERVICE WIRE					
639-2-1	ELECTRICAL SERVICE WIRE, FURNISH & INSTALL	LF	500	2	$1,000.00
639-2-4	ELECTRICAL SERVICE WIRE, RELOCATE	LF	500	1.25	$625.00
639-2-6	ELECTRICAL SERVICE WIRE, REMOVE	LF	500	1	$500.00
639-3-AB - ELECTRICAL SERVICE DISCONNECT					
639-3-12	ELECTRICAL SERVICE DISCONNECT, F&I, CABINET	EA	5	100	$500.00
639-3-11	ELECTRICAL SERVICE DISCONNECT, F&I, POLE MOUNT	EA	5	155	$775.00
639-3-60	ELECTRICAL SERVICE DISCONNECT, REMOVE- POLE OR CABINET TO REMAIN	EA	5	30	$150.00
641-2-AB - PRE-STRESSED CONCRETE POLE					
641-2-11	PRESTRESSED CONCRETE POLE, F&I, TYPE P-II PEDESTAL	EA	4	2000	$8,000.00
641-2-12	PRESTRESSED CONCRETE POLE, F&I, TYPE P-II SERVICE POLE	EA	4	1000	$4,000.00
641-2-14	PRESTRESSED CONCRETE POLE, F&I, TYPE P-IV:				$0.00
	20' - 26'	EA	1	1011	$1,011.00
	28' - 34'	EA	1	1131	$1,131.00
	36' - 42'	EA	1	1500	$1,500.00
	42' - 50'	EA	1	1600	$1,600.00
641-2-15	PRESTRESSED CONCRETE POLE, F&I, TYPE P-V:				$0.00
	20' - 26'	EA	1	1526	$1,526.00
	28' - 34'	EA	1	1835	$1,835.00
	36' - 42'	EA	1	4000	$4,000.00
	42' - 50'	EA	1	5195	$5,195.00
641-2-16	PRESTRESSED CONCRETE POLE, F&I, TYPE P-VI:				$0.00
	20' - 26'	EA	1	1670	$1,670.00
	28' - 34'	EA	1	2020	$2,020.00
	36' - 42'	EA	1	4200	$4,200.00
	42' - 50'	EA	1	5965	$5,965.00
641-2-17	PRESTRESSED CONCRETE POLE, F&I, TYPE P-VII:				$0.00
	20' - 26'	EA	1	1970	$1,970.00
	28' - 34'	EA	1	2500	$2,500.00
	36' - 42'	EA	1	5000	$5,000.00

PAY ITEM	ITEM DESCRIPTION	UNIT	EST. QTY.	BID RATE	EXT.
	42' - 50'	EA	1	6640	$6,640.00
641-2-18	PRESTRESSED CONCRETE POLE, F&I, TYPE P-VIII:				$0.00
	20' - 26'	EA	1	2000	$2,000.00
	28' - 34'	EA	1	2665	$2,665.00
	36' - 42'	EA	1	5200	$5,200.00
	42' - 50'	EA	1	6900	$6,900.00
641-2-30	PRESTRESSED CONCRETE POLE, INSTALL	EA			$0.00
641-2-60	PRESTRESSED CONCRETE POLE, COMPLETE POLE REMOVAL, PEDESTAL/SERVICE POLE	EA	1	155	$155.00
641-2-70	PRESTRESSED CONCRETE POLE, SHALLOW POLE REMOVAL- POLE 30' AND GREATER	EA	1	1200	$1,200.00
641-2-80	PRESTRESSED CONCRETE POLE, COMPLETE POLE REMOVAL- POLE 30' AND GREATER	EA	1	2000	$2,000.00
643-6AB - WOOD POLE					
643-600	STRAIN POLE, WOOD, REMOVE	EA	1	400	$400.00
643-601	STRAIN POLE, WOOD, F&I _ 35'-CLASS 5	EA	1	1000	$1,000.00
643-602	STRAIN POLE, WOOD, F&I _ 16'X6" (TOP)-.60 CCA SYP POLE (TREATED)	EA	1	700	$700.00
646-1-AB - PEDESTAL AND PEDESTRIAN POST					
646-1-11	ALUMINUM SIGNALS POLE, FURNISH & INSTALL PEDESTAL	EA	5	2000	$10,000.00
646-1-12	ALUMINUM SIGNALS POLE, FURNISH & INSTALL PEDESTRIAN DETECTOR POST	EA	5	300	$1,500.00
646-1-30	ALUMINUM SIGNALS POLE, INSTALL	EA	5	1700	$8,500.00
646-1-40	ALUMINUM SIGNALS POLE, RELOCATE	EA	5	200	$1,000.00
646-1-60	ALUMINUM SIGNALS POLE, REMOVE	EA	5	150	$750.00
650-1-AB - TRAFFIC SIGNAL ASSEMBLY					
650-1-11	TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 12" 1 SECTION, 1 WAY	AS	5	660	$3,300.00
650-1-12	TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 12" 1 SECTION, 2-4 WAY	AS	5	1000	$5,000.00
650-1-14	TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 12" 3 SECTION, 1 WAY	AS	5	7000	$35,000.00
650-1-16	TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 12" 4 SECTION, 1 WAY	AS	5	800	$4,000.00
650-1-18	TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 12" 5 SECTION STRAIGHT, 1 WAY	AS	5	1000	$5,000.00
650-1-19	TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 12" 5 SECTION CLUSTER, 1 WAY	AS	5	1200	$6,000.00
650-1-24	TRAFFIC SIGNAL, FURNISH & INSTALL POLYCARBONATE W/ALUM TOP, 12" 3 SECTION, 1 WAY	AS	5	700	$3,500.00
650-1-25	TRAFFIC SIGNAL, FURNISH & INSTALL POLYCARBONATE WITH ALUMINUM TOP SECTION, 12" 3 SECTION, 2-4 WAYS	AS	5	1000	$5,000.00
650-1-26	TRAFFIC SIGNAL, FURNISH & INSTALL POLYCARBONATE W/ALUM TOP, 12" 4 SECTION, 1 WAY	AS	5	1000	$5,000.00
650-1-29	TRAFFIC SIGNAL, FURNISH & INSTALL POLYCARBONATE W ALUMIN, 12" 5 SECTION CLUSTER, 1 WAY	AS	5	1200	$6,000.00
650-1-34	TRAFFIC SIGNAL, FURNISH & INSTALL POLYCARBONATE, 12 " 3 SECTION, 1 WAY	AS	1	865	$865.00
650-1-36	TRAFFIC SIGNAL, FURNISH & INSTALL POLYCARBONATE, 12" 4 SECTION, 1 WAY	AS	1	1100	$1,100.00
650-1-38	TRAFFIC SIGNAL, FURNISH & INSTALL, POLYCARBONATE, 12" 5 SECTION STRAIGHT, 1 WAY	AS	1	1200	$1,200.00
650-1-39	TRAFFIC SIGNAL, FURNISH & INSTALL POLYCARBONATE, 12" 5 SECTION CLUSTER, 1 WAY	AS	1	1200	$1,200.00
650-1-50	TRAFFIC SIGNAL, INSTALL	AS	1	250	$250.00
650-1-60	TRAFFIC SIGNAL, REMOVE- POLES TO REMAIN	AS	5	50	$250.00
650-2ABC - VEHICULAR SIGNAL AUXILIARIES (WHEN NO SEPARATE BID ITEM IS PROVIDED, PROPOSED UNIT RATE WILL INCLUDE REMOVAL)					
650-2102	VEHICULAR SIGNAL AUXILIARIES, FURNISH & INSTALL, BACKPLATE- BLACK WITH RETRO-REFLECTIVE BORDER	EA	100	190	$19,000.00
650-2105	VEHICULAR SIGNAL AUXILIARIES, FURNISH & INSTALL, TUNNEL VISOR	EA	100	50	$5,000.00
650-2106	VEHICULAR SIGNAL AUXILIARIES, FURNISH & INSTALL, 12" LED STANDARD MODULE	EA	50	300	$15,000.00
650-2108	VEHICULAR SIGNAL AUXILIARIES, FURNISH & INSTALL, ADD SECTION TO EXISTING SIGNAL ASSEMBLY	EA	100	100	$10,000.00
653-1-AB - PEDESTRIAN SIGNAL					
653-1-11	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 1 WAY	AS	10	1000	$10,000.00
653-1-12	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 2 WAYS	AS	5	1500	$7,500.00
653-1-40	PEDESTRIAN SIGNAL, RELOCATE	AS	5	400	$2,000.00
653-1-60	PEDESTRIAN SIGNAL, REMOVE PED SIGNAL- POLE/PEDESTAL TO REMAIN	AS	10	85	$850.00

PAY ITEM	ITEM DESCRIPTION	UNIT	EST. QTY.	BID RATE	EXT.
654-1-AB - IN ROADWAY LIGHT ASSEMBLY -(WHEN NO SEPARATE BID ITEM IS PROVIDED, PROPOSED UNIT RATE WILL INCLUDE REMOVAL)					
654-1-10	IN ROADWAY LIGHT ASSEMBLY, FURNISH & INSTALL- AC POWERED, COMPLETE ASSEMBLY	AS	1	31000	$31,000.00
654-1-20	IN ROADWAY LIGHT ASSEMBLY, FURNISH & INSTALL- SOLAR POWERED, COMPLETE ASSEMBLY	AS	1	31000	$31,000.00
654-1-21	IN-ROADWAY LIGHT FIXTURE, FURNISH & INSTALL- SOLAR POWERED	EA	1	1850	$1,850.00
654-1-22	IN-ROADWAY LIGHT CABINET, FURNISH & INSTALL- SOLAR POWERED	EA	1	3500	$3,500.00
654-2-AB - RECTANGULAR RAPID FLASHING BEACON ASSEMBLY (RRFB)					
654-2-11	RECTANGULAR RAPID FLASHING BEACON, FURNISH & INSTALL- AC POWERED, COMPLETE ASSEMBLY- SINGLE DIRECTION	AS	1	7200	$7,200.00
654-2-12	RECTANGULAR RAPID FLASHING BEACON, FURNISH & INSTALL- AC POWERED, COMPLETE ASSEMBLY- BACK TO BACK	AS	1	8925	$8,925.00
654-2-14	RECTANGULAR RAPID FLASHING BEACON, FURNISH & INSTALL- AC POWERED, SIGNS AND RRFB UNIT	EA	1	9200	$9,200.00
654-2-21	RECTANGULAR RAPID FLASHING BEACON, FURNISH & INSTALL- SOLAR POWERED, COMPLETE ASSEMBLY- SINGLE DIRECTION	AS	1	7200	$7,200.00
654-2-22	RECTANGULAR RAPID FLASHING BEACON, FURNISH & INSTALL- SOLAR POWERED, COMPLETE ASSEMBLY- BACK TO BACK	AS	1	8925	$8,925.00
654-2-30	RECTANGULAR RAPID FLASHING BEACON, INSTALL	AS	1	2500	$2,500.00
654-2-40	RECTANGULAR RAPID FLASHING BEACON, RELOCATE	AS	1	2500	$2,500.00
654-2-50	RECTANGULAR RAPID FLASHING BEACON, ADJUST/MODIFY	AS	1	500	$500.00
654-2-60	RECTANGULAR RAPID FLASHING BEACON, REMOVE	AS	1	200	$200.00
654-2-73	RECTANGULAR RAPID FLASHING BEACON, REPLACE BATTERY-55 AMP.	EA	1	500	$500.00
660 -1ABC - LOOP DETECTORS - (WHEN NO SEPARATE BID ITEM IS PROVIDED, PROPOSED UNIT RATE WILL INCLUDE REMOVAL)					
660-1101	LOOP DETECTOR, INDUCTIVE, 4 CHANNEL, SOLID STATE, SHELF MOUNT- FURNISH & INSTALL	EA	10	300	$3,000.00
660-1102	LOOP DETECTOR, INDUCTIVE, 1 CHANNEL, RELAY OUTPUT, SHELF MOUNT- FURNISH & INSTALL	EA	10	300	$3,000.00
660-1103	LOOP DETECTOR, INDUCTIVE, 2 CHANNEL, SOLID STATE, SHELF MOUNT- FURNISH & INSTALL	EA	10	300	$3,000.00
660-1104	LOOP DETECTOR, INDUCTIVE, 2 CHANNEL, SOLID STATE, SHELF MOUNT, TIME DELAY-FURNISH & INSTALL	EA	10	300	$3,000.00
660-1106	LOOP DETECTOR, 2 CHANNEL, SOLID STATE, RACK MOUNT - FURNISH & INSTALL	EA	10	300	$3,000.00
660-1107	LOOP DETECTOR, INDUCTIVE, 1 CHANNEL, SOLID STATE, SHELF MOUNT, TIME DELAY-FURNISH & INSTALL	EA	10	325	$3,250.00
660-1109	LOOP DETECTOR, 2 CHANNEL, SOLID STATE, RACK MOUNT, TIME DELAY - FURNISH & INSTALL	EA	10	350	$3,500.00
660-1110	LOOP DETECTOR, 4 CHANNEL, SOLID STATE, RACK MOUNT - FURNISH & INSTALL	EA	10	300	$3,000.00
660-1111	LOOP DETECTOR, INDUCTIVE, 4 CHANNEL, SOLID STATE, SHELF MOUNT, TIME DELAY-FURNISH & INSTALL	EA	10	350	$3,500.00
660-1112	LOOP DETECTOR, 4 CHANNEL, SOLID STATE, RACK MOUNT, TIME DELAY - FURNISH & INSTALL	EA	10	400	$4,000.00
660-1300	LOOP DETECTOR INDUCTIVE, INSTALL	EA	10	155	$1,550.00
660-1400	LOOP DETECTOR, INDUCTIVE, 1 CHANNEL, RELAY OUTPUT, SHELF MOUNT, TIME DELAY-FURNISH & INSTALL	EA	10	300	$3,000.00
660-1600	LOOP DETECTOR, INDUCTIVE, 1 CHANNEL, SOLID STATE, SHELF MOUNT- FURNISH & INSTALL	EA	10	325	$3,250.00
660-2ABC - LOOP ASSEMBLY - (WHEN NO SEPARATE BID ITEM IS PROVIDED, PROPOSED UNIT RATE WILL INCLUDE REMOVAL)					
660-2101	LOOP ASSEMBLY - TYPE A (6'X50')- FURNISH & INSTALL	AS	1	2000	$2,000.00
660-2102	LOOP ASSEMBLY- TYPE B (6'X6')- FURNISH & INSTALL	AS	1	1800	$1,800.00
660-2106	LOOP ASSEMBLY - TYPE F (6'X50')- FURNISH & INSTALL	AS	1	2500	$2,500.00
660-4-AB - VEHICLE DETECTION SYSTEM-VIDEO					
660-4-11	VEHICLE DETECTION SYSTEM- VIDEO, FURNISH & INSTALL CABINET EQUIPMENT	EA	1	15500	$15,500.00
660-4-12	VEHICLE DETECTION SYSTEM- VIDEO, FURNISH & INSTALL ABOVE GROUND EQUIPMENT	EA	1	6000	$6,000.00
660-4-30	VEHICLE DETECTION SYSTEM- VIDEO, INSTALL	EA	1	7000	$7,000.00
660-4-41	VEHICLE DETECTION SYSTEM- VIDEO, RELOCATE CABINET EQUIPMENT	EA	1	1125	$1,125.00
660-4-42	VEHICLE DETECTION SYSTEM- VIDEO, RELOCATE ABOVE GROUND EQUIPMENT	EA	1	840	$840.00
660-4-51	VEHICLE DETECTION SYSTEM- VIDEO, ADJUST/MODIFY CABINET EQUIPMENT	EA	1	1200	$1,200.00

PAY ITEM	ITEM DESCRIPTION	UNIT	EST. QTY.	BID RATE	EXT.
660-4-52	VEHICLE DETECTION SYSTEM- VIDEO, ADJUST/MODIFY ABOVE GROUND EQUIPMENT	EA	1	1500	$1,500.00
660-4-60	VEHICLE DETECTION SYSTEM- VIDEO, REMOVE	EA	1	150	$150.00
660-4-80	VEHICLE DETECTION SYSTEM- VIDEO, PREVENTIVE MAINTENANCE	EA	1	300	$300.00
665-1-AB - PEDESTRIAN DETECTOR					
665-1-11	PEDESTRIAN DETECTOR, FURNISH & INSTALL, STANDARD	EA	10	155	$1,550.00
665-1-12	PEDESTRIAN DETECTOR, FURNISH & INSTALL, ACCESSIBLE	EA	10	1645	$16,450.00
665-1-30	PEDESTRIAN DETECTOR, INSTALL	EA	5	100	$500.00
665-1-40	PEDESTRIAN DETECTOR, RELOCATE	EA	5	125	$625.00
665-1-50	PEDESTRIAN DETECTOR, ADJUST/MODIFY ON EXISTING POLE	EA	5	155	$775.00
665-1-60	PEDESTRIAN DETECTOR, REMOVE- POLE/PEDESTAL TO REMAIN	EA	5	42	$210.00
670-5ABC - TRAFFIC SIGNAL CONTROLLER ASSEMBLY					
670-5110	TRAFFIC CONTROLLER ASSEMBLY, NEMA - FURNISH & INSTALL	AS	1	22000	$22,000.00
670-5111	TRAFFIC CONTROLLER ASSEMBLY, NEMA, 1 PREEMPTION - FURNISH & INSTALL	AS	1	23000	$23,000.00
670-5112	TRAFFIC CONTROLLER ASSEMBLY, NEMA, 2 PREEMPTION - FURNISH & INSTALL	AS	1	25000	$25,000.00
670-5150	TRAFFIC CONTROLLER ASSEMBLY, ATC, NO PREEMPTION - FURNISH & INSTALL	AS	1	25000	$25,000.00
670-5151	TRAFFIC CONTROLLER ASSEMBLY, ATC, 1 PREEMPTION - FURNISH & INSTALL	AS	1	25500	$25,500.00
670-5152	TRAFFIC CONTROLLER ASSEMBLY, ATC, 2 PREEMPTION - FURNISH & INSTALL	AS	1	26000	$26,000.00
670-5300	TRAFFIC CONTROLLER ASSEMBLY, INSTALL	AS	1	1500	$1,500.00
670-5400	TRAFFIC CONTROLLER ASSEMBLY, MODIFY	AS	1	600	$600.00
670-5500	TRAFFIC CONTROLLER ASSEMBLY, RELOCATE CONTROLLER WITH CABINET	AS	1	2500	$2,500.00
670-5600	TRAFFIC CONTROLLER ASSEMBLY, REMOVE CONTROLLER WITH CABINET	AS	1	450	$450.00
671-2-AB - TRAFFIC SIGNAL CONTROLLER					
671-2-11	TRAFFIC CONTROLLER WITHOUT CABINET, NEMA, FURNISH & INSTALL IN EXISTING CABINET	EA	1	5500	$5,500.00
671-2-13	TRAFFIC CONTROLLER WITHOUT CABINET, ATC, FURNISH & INSTALL IN EXISTING CABINET	EA	1	5500	$5,500.00
671-2-30	TRAFFIC CONTROLLER, INSTALL	EA	1	1500	$1,500.00
671-2-40	TRAFFIC CONTROLLER, MODIFY	EA	1	500	$500.00
671-2-50	TRAFFIC CONTROLLER, RELOCATE- WITHOUT CABINET	EA	1	1200	$1,200.00
671-2-60	TRAFFIC CONTROLLER, REMOVE- CABINET TO REMAIN	EA	1	150	$150.00
684-1-A - MANAGED FIELD ETHERNET SWITCH (WHEN NO SEPARATE BID ITEM IS PROVIDED, PROPOSED UNIT RATE WILL INCLUDE REMOVAL)					
684-1-1	MANAGED FIELD ETHERNET SWITCH, FURNISH & INSTALL	EA	5	3100	$15,500.00
684-1-3	MANAGED FIELD ETHERNET SWITCH, INSTALL	EA	5	300	$1,500.00
684-1-4	MANAGED FIELD ETHERNET SWITCH, RELOCATE	EA	5	400	$2,000.00
684-1-5	MANAGED FIELD ETHERNET SWITCH, ADJUST / MODIFY	EA	5	500	$2,500.00
684-1-6	MANAGED FIELD ETHERNET SWITCH, REMOVE- CABINET TO REMAIN	EA	5	100	$500.00
684-6-AB - WIRELESS COMMUNICATION DEVICE					
684-6-11	WIRELESS COMMUNICATION DEVICE, FURNISH & INSTALL, ETHERNET ACCESS POINT	EA	1	5000	$5,000.00
684-6-12	WIRELESS COMMUNICATION DEVICE, FURNISH & INSTALL, ETHERNET SUBSCRIBER UNIT	EA	1	4000	$4,000.00
684-6-13	WIRELESS COMMUNICATION DEVICE, FURNISH & INSTALL SERIAL DATA UNIT	EA	1	1500	$1,500.00
684-6-30	WIRELESS COMMUNICATION DEVICE, INSTALL	EA	1	1200	$1,200.00
684-6-40	WIRELESS COMMUNICATION DEVICE, RELOCATE	EA	1	1300	$1,300.00
684-6-60	WIRELESS COMMUNICATION DEVICE, REMOVE	EA	1	100	$100.00
685-1-AB - UNINTERRUPTIBLE POWER SUPPLY					
685-1-13	UNINTERRUPTIBLE POWER SUPPLY, FURNISH AND INSTALL, LINE INTERACTIVE WITH CABINET	EA	1	7500	$7,500.00
685-1-14	UNINTERRUPTIBLE POWER SUPPLY, FURNISH AND INSTALL, ONLINE/DOUBLE CONVERSION WITH CABINET	EA	1	9000	$9,000.00
685-1-60	UNINTERRUPTIBLE POWER SUPPLY, REMOVE- POLE/CABINET REMAINS	EA	1	500	$500.00
700-11-ABC - ELECTRONIC DISPLAY SIGN - (WHEN NO SEPARATE BID ITEM IS PROVIDED, PROPOSED UNIT RATE WILL INCLUDE REMOVAL)					
700-11-161	ELECTONIC DISPLAY SIGN, GRD/MT. AC POWERED, W/S.F.B. & BEACONS, FURNISH & INSTALL	AS	4	9500	$38,000.00

PAY ITEM	ITEM DESCRIPTION	UNIT	EST. QTY.	BID RATE	EXT.
700-11-261	ELECTONIC DISPLAY SIGN, GRD/MT. SOLAR POWERED, W/S.F.B.& BEACONS, FURNISH & INSTALL	AS	4	10500	$42,000.00
700-12-AB - SIGN BEACON - (WHEN NO SEPARATE BID ITEM IS PROVIDED, PROPOSED UNIT RATE WILL INCLUDE REMOVAL)					
700-12-11	SIGN BEACON, AC POWER, 1 BEACON) - FURNISH & INSTALL	AS	2	3500	$7,000.00
700-12-12	SIGN BEACON, AC POWER, 2 BEACONS) - FURNISH & INSTALL	AS	2	4000	$8,000.00
700-12-21	SIGN BEACON, SOLAR POWER, 1 BEACON - FURNISH & INSTALL	AS	2	6000	$12,000.00
700-12-22	SIGN BEACON, SOLAR POWER, 2 BEACONS, FURNISH & INSTALL	AS	2	6500	$13,000.00
	BID SCHEDULE 1 TOTAL: _____				$40,000.00

NOTE: SEE SCOPE OF SERVICES FOR INSTRUCTIONS TO BIDDERS AND PAY ITEMS NOTES

BID SCHEDULE 2 (LABOR AND MATERIAL BID ITEMS):					
1	TECHNICIAN - IMSA LEVEL II (MON-FRI, 8:00 AM-4:30 PM)	HR	1255	65	$81,575.00
2	TECHNICIAN - IMSA LEVEL III (MON-FRI, 8:00 AM-4:30 PM)	HR	80	75	$6,000.00
3	TECHNICIAN - IMSA LEVEL II (MON-FRI, 4:31 PM-7:49AM, SAT, SUN AND HOLIDAYS)	HR	730	90	$65,700.00
4	TECHNICIAN - IMSA LEVEL III (MON-FRI, 4:31 PM-7:49AM, SAT, SUN AND HOLIDAYS)	HR	40	100	$4,000.00
5	TECHNICIAN ASSISTANT (MON-FRI, 8:00 AM-4:30 PM)	HR	1255	43	$53,965.00
6	TECHNICIAN ASSISTANT (MON-FRI, 4:31 PM-7:49AM, SAT, SUN AND HOLIDAYS)	HR	40	63	$2,520.00
7	AERIAL BUCKET TRUCK (STANDARD)	HR	1200	25	$30,000.00
8	AERIAL BUCKET TRUCK (LARGE)	HR	55	35	$1,925.00
9	SERVICE TRUCK	HR	730	25	$18,250.00
10	MAINTENANCE OF TRAFFIC (MESSAGE BOARD RENTAL)	DAY	10	15	$150.00
11	UTILITY COORDINATION (SUNSHINE SPOTS)	PI	10	200	$2,000.00
12	TIMING IMPLEMENTATION	PI	5	500	$2,500.00
13	TIMING ADJUSTMENT, SYSTEMS (COORDINATED)	PI	5	500	$2,500.00
14	TIMING ADJUSTMENT, INTERSECTIONS (NON-COORDINATED)	PI	5	500	$2,500.00
15	BENCH TESTING (CONFLICT MONITOR)	EA	200	200	$40,000.00
16	TEMPORARY CONTROLLER/MONITOR RENTAL/DAY	DAY	25	25	$625.00
17	TEMPORARY TRAFFIC SIGNAL OPERATION, GENERATOR RENTAL/HR	HR	5	21	$105.00
18	TEMPORARY TRAFFIC SIGNAL CABINET, DURING KNOCK-DOWN RENTAL/DAY	DAY	5	11	$55.00
	GROUNDING ELECTRODE				
19	10 FT. 5/8" GROUND ROD	EA	100	25	$2,500.00
20	20 FT. 5/8" GROUND ROD	EA	50	57	$2,850.00
	MISCELLANEOUS CONDUIT:				
21	½" 10 FT. SECTION	EA	100	4	$400.00
22	1" 10 FT. SECTION	EA	100	5	$500.00
23	CONDUIT, 2" 10 FT. (ABOVE GROUND)	EA	200	16	$3,200.00
24	CONDUIT, 2" 10 FT. (UNDERGROUND)	EA	500	10	$5,000.00
25	CONDUIT, 2" 10 FT. (UNDER PAVEMENT/JACKED)	EA	500	30	$15,000.00
26	CONDUIT, 1" CLAMP	EA	100	0.55	$55.00
27	CONDUIT, 2" CLAMP	EA	100	1	$100.00
28	COUPLING, 1/2"	EA	50	0.15	$7.50
29	COUPLING, 1"/EA	EA	50	0.27	$13.50
30	COUPLING, 2"/EA	EA	200	1	$200.00
31	90-DEGREE ELBOW, ½"	EA	100	1	$100.00
32	90-DEGREE ELBOW, 1"	EA	100	1	$100.00
33	90-DEGREE ELBOW, 2"	EA	100	1.5	$150.00
	MISCELLANEOUS SIGNAL CABLE:				
34	20- CONDUCTOR	LF	250	3	$750.00
35	16-CONDUCTOR	LF	250	2.5	$625.00
36	12-CONDUCTOR	LF	250	2	$500.00
37	9-CONDUCTOR	LF	250	1.5	$375.00
38	7-CONDUCTOR	LF	1000	1.25	$1,250.00
39	2-CONDUCTOR/BELDEN "HOME RUN"	LF	1000	0.55	$550.00
	MISCELLANEOUS COMMUNICATION:				
40	INTERCONNECT CABLE/FSK WIRE (OVERHEAD) - 6-22-AL-F8	LF	1000	2	$2,000.00
41	INTERCONNECT CABLE/ FSK WIRE (UNDERGROUND)- 6-22-AL-F8	LF	1000	2	$2,000.00
42	BURIED CABLE WARNING MARKER (PER DETAIL)	EA	100	175	$17,500.00

PAY ITEM	ITEM DESCRIPTION	UNIT	EST. QTY.	BID RATE	EXT.
43	ITS EXPRESS ITS 8020 FIBER SWITCH	EA	50	1000	$50,000.00
44	ITS EXPRESS ITS 80 SERIES POWER SUPPLY	EA	50	150	$7,500.00
	MISCELLANEOUS SPAN WIRE ASSEMBLY:				
45	ADJUSTABLE HANGER	EA	25	55	$1,375.00
46	DISCONNECT HANGER	EA	25	200	$5,000.00
47	EXTENSION HANGER	EA	25	40	$1,000.00
48	SPAN WIRE HANGER (2079-S) WITH SS BUSHING (SINGLE CABLE SUPPORT)	EA	25	45	$1,125.00
49	SPAN WIRE CLAMP	EA	25	45	$1,125.00
50	SIGN BRACKET/SPAN WIRE TYPE (1-WAY)	EA	5	200	$1,000.00
51	SIGN BRACKET/SPAN WIRE TYPE (2-WAY)	EA	5	250	$1,250.00
52	EYE BOLT	EA	25	12	$300.00
53	ALL THREAD/5/8"	LF	25	2	$50.00
54	GUY ANCHOR, 6"	EA	5	150	$750.00
55	GUY WIRE/¼"	LF	100	1	$100.00
56	GUY WIRE/3/8"	LF	500	1.15	$575.00
57	SPAN WIRE SPLICE/¼"	EA	25	40	$1,000.00
58	SPAN WIRE SPLICE/3/8"	EA	25	60	$1,500.00
58	GUY WIRE VISE/¼"	EA	25	13	$325.00
60	GUY WIRE VISE/3/8"	EA	25	40	$1,000.00
	MISCELLANEOUS PULL BOX OR JUNCTION BOX				
61	AERIAL JUNCTION BOX	EA	5	233	$1,165.00
62	MOUNTED JUNCTION BOX	EA	20	75	$1,500.00
	MISCELLANEOUS VEHICULAR SIGNAL AUXILIARIES				
63	12" RED LED MODULE	EA	25	60	$1,500.00
64	12" YELLOW LED MODULE	EA	25	60	$1,500.00
65	12" GREEN LED MODULE	EA	100	60	$6,000.00
66	12" RED ARROW LED MODULE	EA	15	60	$900.00
67	12" YELLOW ARROW LED MODULE	EA	15	60	$900.00
68	12" GREEN ARROW LED MODULE	EA	15	60	$900.00
69	12" YELLOW LED (12 VOLT)	EA	15	150	$2,250.00
70	3M OPTICAL SIGNAL LAMP	EA	15	125	$1,875.00
71	12" GEOMETRICALLY PROGRAMMED LOUVER	EA	10	265	$2,650.00
72	ASTRO BRACKET 110" SS CABLE	EA	10	255	$2,550.00
	MISCELLANEOUS PEDESTRIAN SIGNAL:				
73	PEDESTRIAN SIGNAL (LED COUNTDOWN MODULE)	EA	25	225	$5,625.00
74	PEDESTRIAN SIGNAL HOUSING (PED CAN)	EA	10	155	$1,550.00
75	4" SPUN ALUMINUM PEDESTAL (PEDESTRIAN SIGNAL, FLASHING BEACON)/EA	EA	25	500	$12,500.00
76	SLIP-FITTER 4½" /EA	EA	25	75	$1,875.00
77	2 WAY SIGNAL BRACKET KIT	EA	10	150	$1,500.00
	MISCELLANEOUS INDUCTIVE LOOP:				
78	SURGE ARRESTOR (INDUCTANCE LOOP AMPLIFIER)	EA	10	15	$150.00
79	HOME RUN CABLE (REPLACEMENT)	LF	500	2	$1,000.00
	MISCELLANEOUS VEHICLE DETECTION SYSTEM-VIDEO:				
80	ALDIS, 360 DEGREE 10" DIAMETER X 9" FISHEYE CAMERA	EA	1	10500	$10,500.00
81	ALDIS, GRIDSMART CONTROL UNIT FOR TS1 AND TS2 TRAFFIC CONTROL CABINETS	EA	1	10500	$10,500.00
82	12 FT. CAMERA EXTENSION ASSEMBLY	EA	5	300	$1,500.00
83	ITERIS RZ-4 ADVANCED WIDE DYNAMIC RANGE CAMERA	EA	2	5200	$10,400.00
84	ITERIS VANTAGE EDGE 2 VIDEO PROCESSOR CARD (SINGLE)	EA	2	5500	$11,000.00
85	ITERIS VANTAGE EDGE 2 VIDEO PROCESSOR CARD (DUAL)	EA	2	6800	$13,600.00
86	ITERIS VANTAGE EDGECONNECT VIDEO INTERFACE CARD	EA	2	3500	$7,000.00
87	16"-19" LCD MONITOR FOR VIDEO DETECTION SYSTEM	EA	5	1500	$7,500.00
88	VIDEO SURGE ARRESTOR CAT5	EA	5	400	$2,000.00
89	VIDEO SURGE ARRESTOR BNC	EA	5	100	$500.00
90	VIDEO CABLE CAT 5	LF	500	1	$500.00
91	VIDEO CABLE COMPOSITE	LF	500	1	$500.00
	MISCELLANEOUS PEDESTRIAN DETECTION SYSTEM:				
92	DETECTOR SIGN (PEDESTRIAN)	EA	50	45	$2,250.00
93	PUSH BUTTON (PEDESTRIAN DETECTOR STANDARD)	EA	50	85	$4,250.00
94	PUSH BUTTON (PEDESTRIAN DETECTOR ACCESSIBLE "AUDIBLE")	EA	10	1800	$18,000.00
95	PB-5100 8' ALUMINUM POLE	EA	10	500	$5,000.00
	MISCELLANEOUS TRAFFIC SIGNAL CONTROLLER:				

PAY ITEM	ITEM DESCRIPTION	UNIT	EST. QTY.	BID RATE	EXT.
96	CONFLICT MONITOR/FUSE/½ AMP (SLO BLO)	EA	5	1	$5.00
97	CONFLICT MONITOR/FUSE/2 AMP	EA	5	1	$5.00
98	CONTROLLER FUSE/3/4/ AMP/24 VDC	EA	1	1	$1.00
99	CONTROLLER FUSE/1 ¼ AMP (SLO BLO)	EA	1	1	$1.00
100	PEEK/3000E/NEMA/TS-1/8 PHASE	EA	1	5000	$5,000.00
	CONTROLLER TYPE (INTERCONNECT FSK WIRE, CLOSED LOOP):				
101	PEEK ATC-1000 CONTROLLER	EA	5	5500	$27,500.00
102	MCCAIN ATC EX CONTROLLER, TS2 TYPE 1	EA	5	5500	$27,500.00
103	MCCAIN ATC EX NEMA CONTROLLER, TS2 TYPE 2	EA	5	5500	$27,500.00
	MISCELLANEOUS MANAGED FIELD ETHERNET SWITCH:				
104	ITS EXPRESS ITS 8040 12 PORT/LAYER2 HARDENED ETHERNET SWITCH	EA	5	1600	$8,000.00
105	ITS EXPRESS ITS VC-1000 TWISTED-PAIR CONVERTER(FSK)/EA	EA	5	725	$3,625.00
106	SIEMENS RUGGED VDSL, RS930L, 6 PORT ETHERNET SWITCH	EA	5	2260	$11,300.00
	MISCELLANEOUS WIRELESS COMMUNICATION DEVICE:				
107	ENCOM WIRELESS, COMMPAK IP SERIAL/ETHERNET BRIDGE	EA	1	1500	$1,500.00
108	ENCOM WIRELESS E-LITE 300MBPS UNIT, (COMPLETE)	EA	1	3200	$3,200.00
	MISCELLANEOUS UNINTERRUPTIBLE POWER SUPPLY:				
109	MYERS POWER PRODUCT UPS, MP2000, 1500W INVERTER	EA	1	3500	$3,500.00
110	TCS UPS PIGGY-BACK CABINET	EA	1	7000	$7,000.00
111	TCS GENERATOR TRANSFER SWITCH/EA	EA	1	1000	$1,000.00
	MISCELLANEOUS E.D.S. / SIGN BEACON ITEMS:				
112	PB-5100 12' ALUMINUM POLE	EA	5	200	$1,000.00
113	PB-5100 15' ALUMINUM POLE	EA	5	225	$1,125.00
114	PB-5100 18' ALUMINUM POLE	EA	5	300	$1,500.00
115	PB-5306 ANCHOR BOLTS	EA	100	15	$1,500.00
116	PB-5335 SQUARE ALUMINUM BASE WITH ALUMINUM DOOR	EA	25	400	$10,000.00
117	PB-5325 COLLAR ASSEMBLY FOR SQUARE BASE	EA	25	200	$5,000.00
118	SE-1100 4.5' OD POST MOUNTING KIT/EA	EA	25	50	$1,250.00
119	SE-1002 FLASHER CABINET ASSEMBLY WITH POLICE TYPE ONE LOCK	EA	5	800	$4,000.00
120	SE-0513 TRI-STUD ADAPTERS	EA	25	50	$1,250.00
121	SH-0206 U-BOLT SIGN ASSEMBLY KIT	EA	25	30	$750.00
122	CARMANAH R247 SERIES 24-HOUR FLASHING WARNING BEACON	AS	1	3700	$3,700.00
123	CARMANAH R820 SERIES CROSSWALK BEACON	AS	1	4600	$4,600.00
124	CARMANAH R829 SERIES/SCH ZONE BCN/W/CALENDAR-BASED SOFTWARE	AS	1	7500	$7,500.00
125	NAZTEC SERIES 100/365 DAY PROGRAMMABLE	EA	1	400	$400.00
126	RTC AP21/365 DAY PROGRAMMABLE	EA	10	1600	$16,000.00
127	ELTEC/NTC-17E/365 DAY PROGRAMMABLE	EA	1	500	$500.00
128	AP22/TIME SWITCH	EA	1	800	$800.00
129	CPR2102G/PAGER PROGRAMMABLE TIME SWITCH	EA	1	1400	$1,400.00
130	RTC, AP22/365 DAY PROGRAMMABLE	EA	1	1600	$1,600.00
131	RU2 FAST SYSTEMS, RU2 FAST 18" DISPLAY SIGN, SOLAR	EA	1	10000	$10,000.00
132	RU2 FAST SYSTEMS, RU2 FAST 18" DISPLAY SIGN, 120V	EA	1	10000	$10,000.00
133	IDC 1520 SPEED CHECK 15" SERIES, DATA COLLECTION, SCHEDULER AND SLOW DOWN OPTIONS, SOLAR DISPLAY BOARD	EA	1	10000	$10,000.00
134	IDC 1820 SPEED CHECK 18" SERIES, DATA COLLECTION, SCHEDULER AND SLOW DOWN OPTIONS, SOLAR DISPLAY BOARD	EA	1	10000	$10,000.00
135	IDC LED PANEL 15" DIGITS W/SLOW DOWN	EA	1	800	$800.00
136	IDC POLYCARBONATE WINDOW 15" DIGIT W/SLOW DOWN	EA	1	200	$200.00
137	IDC 15" (30" X 42") DIAMOND GRADE FLORESCENT YELLOW/GREEN	EA	1	500	$500.00
138	HR LLC APPROACH-ONLY RADAR UNIT	EA	1	1225	$1,225.00
139	ASC SOLAR CHARGE CONTROLLER (8 AMP)	EA	1	300	$300.00
140	IDC DEVISE/MANAGER, CONTROLLER BOARD, PROGRAMMABLE WIRELESS	EA	1	700	$700.00
141	MORNINGSTAR/SUNSAVER SOLAR CHARGE CONTROLLER (10 AMP)	EA	1	700	$700.00
142	55 WATT, SOLAR POWER PANEL KIT COMPLETE FOR SPEED CHECK DISPLAYS	EA	1	1650	$1,650.00
143	SOLAR PANEL RACKING	EA	1	230	$230.00
144	SOLAR POLE-MOUNTED BATTERY BOX	EA	1	525	$525.00
	EMERGENCY GENERATOR POWER HOOK-UP:				
145	(INC PRE-ASSEMBLED HARNESS/GASKET/CLAMP/SPLICE/PER FDOT D-3 SPEC)	AS	1	500	$500.00
	MISCELLANEOUS SIGNALIZATION EQUIPMENT:				
146	PEEK DOUBLE DIAMOND NEMA/TS-1/CMU	EA	1	1300	$1,300.00

PAY ITEM	ITEM DESCRIPTION	UNIT	EST. QTY.	BID RATE	EXT.
147	EDI CONFLICT MONITOR	EA	1	835	$835.00
148	LOAD SWITCH	EA	200	40	$8,000.00
149	FLASH TRANSFER RELAY	EA	25	40	$1,000.00
150	SURGE ARRESTOR (CLOSED LOOP COMMUNICATION LINE)	EA	1	100	$100.00
151	SOLAR SYSTEM/12V SEALED BATTERY 55 AMP	EA	10	450	$4,500.00
152	SOLAR SYSTEM/12V SEALED BATTERY 105 AMP	EA	10	600	$6,000.00
153	POWER SUPPLY/PEEK NEMA PS 100	EA	1	800	$800.00
154	CABINET FAN	EA	10	30	$300.00
155	POLICE MANUAL CONTROL BUTTON	EA	1	112	$112.00
156	PEDESTRIAN ISOLATOR BOARD (TCS CABINET)	EA	1	600	$600.00
157	PEDESTRIAN ISOLATOR BOARD (PEEK NEMA CABINET)	EA	10	300	$3,000.00
158	¼" NAIL-IN ANCHOR/EA	EA	200	1	$200.00
159	BLACKTOP PATCH	EA	50	10	$500.00
160	#12 FORK TERMINALS	EA	1000	0.4	$400.00
161	TIE WRAPS	EA	1000	0.5	$500.00
162	#6 THHN WIRE	LF	100	1.5	$150.00
163	SEOW OR "SO" 10-3, AWG COPPER CABLE	LF	500	1	$500.00
164	HAND HOLE COVER (MAST ARM)	EA	10	300	$3,000.00
165	FOUNDATION (CONTROLLER CABINET)	EA	5	500	$2,500.00
166	CONCRETE PAD	EA	5	300	$1,500.00
167	24"X48" CONCRETE BASE W/GROUND ROD	EA	10	800	$8,000.00
168	ANCHOR BOLTS	EA	100	15	$1,500.00
169	EDI, PS 200 SHELF/POWER SUPPLY	EA	5	665	$3,325.00
170	EDI, TS-2 TYPE 1, BUS INTERFACE UNIT CARD	EA	10	500	$5,000.00
171	MISCELLANEOUS CONCRETE	SY	100	120	$12,000.00
	BID SCHEDULE 2 TOTAL				$901,425.00
				Total	$941,425.00
PERFORMANCE & PAYMENT BOND, IF REQUIRED PER TASK (NOT TO BE INCLUDED IN EVALUATION FOR "LOW BID")		Per $1000			

Bid Tabulation - PD 16-17.083 Signal Response Maintenance
*Bid Schedule 1 Total and Total Bid corrected to reflect unit prices.

BID SCHEDULE 1 (FURNISH & INSTALL (F&I), INSTALL, REMOVE, & RELOCATE BID ITEMS): Ingram Signalization,Inc.

PAY ITEM	ITEM DESCRIPTION	UNIT	EST. QTY.	BID RATE	EXT.
110-4-10	REMOVAL OF EXISTING CONCRETE PAVEMENT	SY	200	$ 100.00	$20,000.00
522-1-00	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY	400	$ 210.00	$84,000.00
522-2-00	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	400	$ 300.00	$120,000.00
620-2-AB - GROUNDING ELECTROID					
620-2-11	10 FT. 5/8" GROUND ROD, FURNISH & INSTALL	EA	100	$ 100.00	$10,000.00
620-2-21	20 FT. 5/8" GROUND ROD ASSEMBLY, FURNISH & INSTALL	AS	50	$ 200.00	$10,000.00
630-2-AB - CONDUIT - 1/2" - 2"					
630-2-12	CONDUIT, SCHEDULE 40, FURNISH & INSTALL, DIRECTIONAL BORE	LF	300	$ 13.00	$3,900.00
630-2-11	CONDUIT, SCHEDULE 40, FURNISH & INSTALL, OPEN TRENCH	LF	500	$ 6.00	$3,000.00
630-2-14	CONDUIT, SCHEDULE 40, FURNISH & INSTALL, ABOVEGROUND	LF	100	$ 9.00	$900.00
630-2-15	CONDUIT, SCHEDULE 80, FURNISH & INSTALL, BRIDGE MOUNT	LF	400	$ 10.00	$4,000.00
630-2-20	CONDUIT, FURNISH & INSTALL, JACK & BORE UNDER RAILROAD	LF	300	$ 25.00	$7,500.00
630-2-65	CONDUIT, REMOVE, BRIDGE MOUNT	LF	400	$ 1.50	$600.00
632-7-A - IMSA SIGNAL CABLE					
632-7-1	SIGNAL CABLE- NEW OR RECONSTRUCTED INTERSECTION, FURNISH & INSTALL	PI	5	$ 3,000.00	$15,000.00
632-7-2	SIGNAL CABLE- REPAIR/REPLACE/OTHER, FURNISH & INSTALL	LF	1000	$ 6.00	$6,000.00
632-7-4	SIGNAL CABLE, ADJUST/MODIFY	PI	10	$ 560.00	$5,600.00
632-7-6	SIGNAL CABLE, REMOVE- INTERSECTION	PI	5	$ 125.00	$625.00
632-7-7	SIGNAL CABLE, REMOVE- OUTSIDE OF INTERSECTION	LF	5	$ 1.00	$5.00
633-1ABC - COMMUNICATION - FIBER OPTIC CABLE					
633-1111	FIBER OPTIC CABLE, F&I, OVERHEAD,2-12 FIBERS	LF	1000	$ 1.58	$1,580.00
633-1112	FIBER OPTIC CABLE, F&I, OVERHEAD,13-48 FIBERS	LF	1000	$ 2.10	$2,100.00
633-1113	FIBER OPTIC CABLE, F&I, OVERHEAD,49-96 FIBERS	LF	1000	$ 3.22	$3,220.00
633-1114	FIBER OPTIC CABLE, F&I, OVERHEAD,97-144 FIBERS	LF	1000	$ 4.30	$4,300.00
633-1121	FIBER OPTIC CABLE, F&I, UNDERGROUND,2-12 FIBERS	LF	1000	$ 1.55	$1,550.00
633-1122	FIBER OPTIC CABLE, F&I, UNDERGROUND,13-48 FIBERS	LF	1000	$ 2.00	$2,000.00
633-1123	FIBER OPTIC CABLE, F&I, UNDERGROUND,49-96 FIBERS	LF	1000	$ 3.10	$3,100.00
633-1124	FIBER OPTIC CABLE, F&I, UNDERGROUND, 97 - 144 FIBERS	LF	1000	$ 4.00	$4,000.00
633-1310	FIBER OPTIC CABLE, INSTALL, OVERHEAD	LF	1000	$ 2.00	$2,000.00
633-1320	FIBER OPTIC CABLE, INSTALL, UNDERGROUND	LF	1000	$ 2.00	$2,000.00
633-1410	FIBER OPTIC CABLE, RELOCATE, OVERHEAD	LF	1000	$ 3.00	$3,000.00
633-1420	FIBER OPTIC CABLE, RELOCATE, UNDERGROUND	LF	1000	$ 8.50	$8,500.00
633-1610	FIBER OPTIC CABLE, REMOVE, OVERHEAD	LF	1000	$ 1.00	$1,000.00
633-1620	FIBER OPTIC CABLE, REMOVE, UNDERGROUND	LF	1000	$ 1.00	$1,000.00
633-2-AB - FIBER OPTIC CONNECTIONS					
633-2-31	FIBER OPTIC CONNECTION, INSTALL, SPLICE	EA	500	$ 50.00	$25,000.00
633-2-32	FIBER OPTIC CONNECTION, INSTALL, TERMINATION	EA	500	$ 50.00	$25,000.00
633-3-AB - FIBER OPTIC CONNECTION HARDWARE					
633-3-11	FIBER OPTIC CONNECTION HARDWARE, F&I, SPLICE ENCLOSURE	EA	5	$ 750.00	$3,750.00
633-3-12	FIBER OPTIC CONNECTION HARDWARE, F&I, SPLICE TRAY	EA	5	$ 300.00	$1,500.00
633-3-13	FIBER OPTIC CONNECTION HARDWARE, F&I, PRETERMINATED CONNECTOR ASSEMBLY	EA	5	$ 235.00	$1,175.00
633-3-14	FIBER OPTIC CONNECTION HARDWARE, F&I, BUFFER TUBE FAN OUT KIT	EA	5	$ 220.00	$1,100.00
633-3-15	FIBER OPTIC CONNECTION HARDWARE, F&I, PRETERMINATED PATCH PANEL	EA	5	$ 300.00	$1,500.00
633-3-16	FIBER OPTIC CONNECTION HARDWARE, F&I, PATCH PANEL- FIELD TERMINATED	EA	5	$ 550.00	$2,750.00
633-3-41	FIBER OPTIC CONNECTION HARDWARE, RELOCATE SPLICE ENCLOSURE	EA	5	$ 200.00	$1,000.00
633-4-A - COMMUNICATION CABLE - COPPER TWISTED-PAIR CABLE					
633-4-1	SIGNALS COMMUNICATION CABLE- TWISTED PAIR CABLE, FURNISH & INSTALL	LF	500	$ 2.25	$1,125.00
633-4-4	SIGNALS COMMUNICATION CABLE- TWISTED PAIR CABLE, RELOCATE	LF	500	$ 1.30	$650.00

633-4-6	SIGNALS COMMUNICATION CABLE- TWISTED PAIR CABLE, REMOVE	LF	500	$ 1.00	$500.00
634-4ABC - SPAN WIRE ASSEMBLY					
634-4142	SPAN WIRE ASSEMBLY, F&I, SINGLE POINT, DIAGONAL	PI	4	$ 400.00	$1,600.00
634-4143	SPAN WIRE ASSEMBLY, F&I, SINGLE POINT, BOX OR DROP BOX	PI	4	$ 400.00	$1,600.00
634-4152	SPAN WIRE ASSEMBLY, F&I, TWO POINT, DIAGONAL	PI	4	$ 1,200.00	$4,800.00
634-4153	SPAN WIRE ASSEMBLY, F&I, TWO POINT, BOX OR DROP BOX	PI	2	$ 3,500.00	$7,000.00
634-4342	SPAN WIRE ASSEMBLY, INSTALL, SINGLE POINT ATTACH, DIAGONAL	PI	2	$ 200.00	$400.00
634-4352	SPAN WIRE ASSEMBLY, INSTALL, TWO POINT ATTACH, DIAGONAL	PI	2	$ 800.00	$1,600.00
634-4400	SPAN WIRE ASSEMBLY, ADJUST	PI	2	$ 500.00	$1,000.00
634-4600	SPAN WIRE ASSEMBLY, REMOVE- POLES REMAIN	PI	2	$ 100.00	$200.00
634-4700	SPAN WIRE ASSEMBLY, RE-TENSION CABLE - MAINTENANCE ONLY	PI	2	$ 500.00	$1,000.00
634-5-A - FIBERGLASS INSULATOR					
634-5-1	FIBERGLASS INSULATOR, FURNISH & INSTALL	LF	10	$ 100.00	$1,000.00
634-6-A - MESSENGER WIRE					
634-6-1	MESSENGER WIRE, FURNISH & INSTALL- REPLACE EXISTING	LF	10	$ 2.00	$20.00
635-2-AB - PULL BOX OR JUNCTION BOX					
635-2-11	PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE	EA	10	$ 800.00	$8,000.00
635-2-12	PULL & SPLICE BOX, F&I, 24" X 36" COVER SIZE	EA	10	$ 1,500.00	$15,000.00
635-2-13	PULL & SPLICE BOX, F&I, 30" X 60" RECTANGULAR OR 36" ROUND COVER SIZE	EA	10	$ 2,500.00	$25,000.00
635-2-30	PULL & SPLICE BOX, INSTALL	EA	5	$ 600.00	$3,000.00
635-2-30	PULL & SPLICE BOX, REMOVE	EA	5	$ 100.00	$500.00
635-2-40	PULL & SPLICE BOX, RELOCATE	EA	5	$ 500.00	$2,500.00
635-2-50	PULL & SPLICE BOX, REPAIR	EA	5	$ 250.00	$1,250.00
635-3-11	JUNCTION BOX, FURNISH & INSTALL, AERIAL	EA	10	$ 80.00	$800.00
635-3-12	JUNCTION BOX, FURNISH & INSTALL, MOUNTED	EA	10	$ 50.00	$500.00
635-3-40	JUNCTION BOX, RELOCATE	EA	5	$ 50.00	$250.00
639-1ABC - ELECTRICAL POWER SERVICE					
639-1112	ELECTRICAL POWER SERVICE, OVERHEAD, METER FURNISHED BY POWER COMPANY - FURNISH & INSTALL	AS	1	$ 1,100.00	$1,100.00
639-1113	ELECTRICAL POWER SERVICE, OVERHEAD METER NOT REQUIRED- FURNISHED & INSTALL	AS	1	$ 1,100.00	$1,100.00
639-1121	ELECTRICAL POWER SERVICE, UNDERGROUND, METER FURNISHED BY POWER COMPANY- FURNISH & INSTALL	AS	1	$ 1,100.00	$1,100.00
639-1122	ELECTRICAL POWER SERVICE, UNDERGROUND, METER FURNISHED BY CONTRACTOR- FURNISH & INSTALL	AS	1	$ 1,100.00	$1,100.00
639-1123	ELECTRICAL POWER SERVICE, UNDERGROUND, METER NOT REQUIRED - FURNISHED & INSTALL	AS	1	$ 1,100.00	$1,100.00
639-1410	ELECTRICAL POWER SERVICE, RELOCATE OVERHEAD	AS	1	$ 200.00	$200.00
639-1420	ELECTRICAL POWER SERVICE, RELOCATE, UNDERGROUND	AS	1	$ 1,200.00	$1,200.00
639-1610	ELECTRICAL POWER SERVICE, REMOVE OVERHEAD	AS	1	$ 150.00	$150.00
639-1620	ELECTRICAL POWER SERVICE, REMOVE UNDERGROUND	AS	1	$ 150.00	$150.00
639-2-A - ELECTRICAL SERVICE WIRE					
639-2-1	ELECTRICAL SERVICE WIRE, FURNISH & INSTALL	LF	500	$ 2.00	$1,000.00
639-2-4	ELECTRICAL SERVICE WIRE, RELOCATE	LF	500	$ 1.25	$625.00
639-2-6	ELECTRICAL SERVICE WIRE, REMOVE	LF	500	$ 1.00	$500.00
639-3-AB - ELECTRICAL SERVICE DISCONNECT					
639-3-12	ELECTRICAL SERVICE DISCONNECT, F&I, CABINET	EA	5	$ 100.00	$500.00
639-3-11	ELECTRICAL SERVICE DISCONNECT, F&I, POLE MOUNT	EA	5	$ 155.00	$775.00
639-3-60	ELECTRICAL SERVICE DISCONNECT, REMOVE- POLE OR CABINET TO REMAIN	EA	5	$ 30.00	$150.00
641-2-AB - PRE-STRESSED CONCRETE POLE					
641-2-11	PRESTRESSED CONCRETE POLE, F&I, TYPE P-II PEDESTAL	EA	4	$ 2,000.00	$8,000.00
641-2-12	PRESTRESSED CONCRETE POLE, F&I, TYPE P-II SERVICE POLE	EA	4	$ 1,000.00	$4,000.00
641-2-14	**PRESTRESSED CONCRETE POLE, F&I, TYPE P-IV:**				$0.00
	20' - 26'	EA	1	$ 1,011.00	$1,011.00
	28' - 34'	EA	1	$ 1,131.00	$1,131.00

	36' - 42'	EA	1	$ 1,500.00	$1,500.00
	42' - 50'	EA	1	$ 1,600.00	$1,600.00
641-2-15	**PRESTRESSED CONCRETE POLE, F&I, TYPE P-V:**				$0.00
	20' - 26'	EA	1	$ 1,526.00	$1,526.00
	28' - 34'	EA	1	$ 1,835.00	$1,835.00
	36' - 42'	EA	1	$ 4,000.00	$4,000.00
	42' - 50'	EA	1	$ 5,195.00	$5,195.00
641-2-16	**PRESTRESSED CONCRETE POLE, F&I, TYPE P-VI:**				$0.00
	20' - 26'	EA	1	$ 1,670.00	$1,670.00
	28' - 34'	EA	1	$ 2,020.00	$2,020.00
	36' - 42'	EA	1	$ 4,200.00	$4,200.00
	42' - 50'	EA	1	$ 5,965.00	$5,965.00
641-2-17	**PRESTRESSED CONCRETE POLE, F&I, TYPE P-VII:**				$0.00
	20' - 26'	EA	1	$ 1,970.00	$1,970.00
	28' - 34'	EA	1	$ 2,500.00	$2,500.00
	36' - 42'	EA	1	$ 5,000.00	$5,000.00
	42' - 50'	EA	1	$ 6,640.00	$6,640.00
641-2-18	**PRESTRESSED CONCRETE POLE, F&I, TYPE P-VIII:**				$0.00
	20' - 26'	EA	1	$ 2,000.00	$2,000.00
	28' - 34'	EA	1	$ 2,665.00	$2,665.00
	36' - 42'	EA	1	$ 5,200.00	$5,200.00
	42' - 50'	EA	1	$ 6,900.00	$6,900.00
641-2-30	PRESTRESSED CONCRETE POLE, INSTALL	EA			$0.00
641-2-60	PRESTRESSED CONCRETE POLE, COMPLETE POLE REMOVAL, PEDESTAL/SERVICE POLE	EA	1	$ 155.00	$155.00
641-2-70	PRESTRESSED CONCRETE POLE, SHALLOW POLE REMOVAL- POLE 30' AND GREATER	EA	1	$ 1,200.00	$1,200.00
641-2-80	PRESTRESSED CONCRETE POLE, COMPLETE POLE REMOVAL- POLE 30' AND GREATER	EA	1	$ 2,000.00	$2,000.00
643-6AB - WOOD POLE					
643-600	STRAIN POLE, WOOD, REMOVE	EA	1	$ 400.00	$400.00
643-601	STRAIN POLE, WOOD, F&I _ 35'-CLASS 5	EA	1	$ 1,000.00	$1,000.00
643-602	STRAIN POLE, WOOD, F&I _ 16'X6" (TOP)-.60 CCA SYP POLE (TREATED)	EA	1	$ 700.00	$700.00
646-1-AB - PEDESTAL AND PEDESTRIAN POST					
646-1-11	ALUMINUM SIGNALS POLE, FURNISH & INSTALL PEDESTAL	EA	5	$ 2,000.00	$10,000.00
646-1-12	ALUMINUM SIGNALS POLE, FURNISH & INSTALL PEDESTRIAN DETECTOR POST	EA	5	$ 300.00	$1,500.00
646-1-30	ALUMINUM SIGNALS POLE, INSTALL	EA	5	$ 1,700.00	$8,500.00
646-1-40	ALUMINUM SIGNALS POLE, RELOCATE	EA	5	$ 200.00	$1,000.00
646-1-60	ALUMINUM SIGNALS POLE, REMOVE	EA	5	$ 150.00	$750.00
650-1-AB - TRAFFIC SIGNAL ASSEMBLY					
650-1-11	TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 12" 1 SECTION, 1 WAY	AS	5	$ 660.00	$3,300.00
650-1-12	TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 12" 1 SECTION, 2-4 WAY	AS	5	$ 1,000.00	$5,000.00
650-1-14	TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 12" 3 SECTION, 1 WAY	AS	5	$ 7,000.00	$35,000.00
650-1-16	TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 12" 4 SECTION, 1 WAY	AS	5	$ 800.00	$4,000.00
650-1-18	TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 12" 5 SECTION STRAIGHT, 1 WAY	AS	5	$ 1,000.00	$5,000.00
650-1-19	TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 12" 5 SECTION CLUSTER, 1 WAY	AS	5	$ 1,200.00	$6,000.00
650-1-24	TRAFFIC SIGNAL, FURNISH & INSTALL POLYCARBONATE W/ALUM TOP, 12" 3 SECTION, 1 WAY	AS	5	$ 700.00	$3,500.00
650-1-25	TRAFFIC SIGNAL, FURNISH & INSTALL POLYCARBONATE WITH ALUMINUM TOP SECTION, 12" 3 SECTION, 2-4 WAYS	AS	5	$ 1,000.00	$5,000.00
650-1-26	TRAFFIC SIGNAL, FURNISH & INSTALL POLYCARBONATE W/ALUM TOP, 12" 4 SECTION, 1 WAY	AS	5	$ 1,000.00	$5,000.00
650-1-29	TRAFFIC SIGNAL, FURNISH & INSTALL POLYCARBONATE W ALUMIN, 12" 5 SECTION CLUSTER, 1 WAY	AS	5	$ 1,200.00	$6,000.00
650-1-34	TRAFFIC SIGNAL, FURNISH & INSTALL POLYCARBONATE, 12 " 3 SECTION, 1 WAY	AS	1	$ 865.00	$865.00
650-1-36	TRAFFIC SIGNAL, FURNISH & INSTALL POLYCARBONATE, 12" 4 SECTION, 1 WAY	AS	1	$ 1,100.00	$1,100.00
650-1-38	TRAFFIC SIGNAL, FURNISH & INSTALL, POLYCARBONATE, 12" 5 SECTION STRAIGHT, 1 WAY	AS	1	$ 1,200.00	$1,200.00

650-1-39	TRAFFIC SIGNAL, FURNISH & INSTALL POLYCARBONATE, 12" 5 SECTION CLUSTER, 1 WAY	AS	1	$ 1,200.00	$1,200.00
650-1-50	TRAFFIC SIGNAL, INSTALL	AS	1	$ 250.00	$250.00
650-1-60	TRAFFIC SIGNAL, REMOVE- POLES TO REMAIN	AS	5	$ 50.00	$250.00
650-2ABC - VEHICULAR SIGNAL AUXILIARIES (WHEN NO SEPARATE BID ITEM IS PROVIDED, PROPOSED UNIT RATE WILL INCLUDE REMOVAL)					
650-2102	VEHICULAR SIGNAL AUXILIARIES, FURNISH & INSTALL, BACKPLATE- BLACK WITH RETRO-REFLECTIVE BORDER	EA	100	$ 190.00	$19,000.00
650-2105	VEHICULAR SIGNAL AUXILIARIES, FURNISH & INSTALL, TUNNEL VISOR	EA	100	$ 50.00	$5,000.00
650-2106	VEHICULAR SIGNAL AUXILIARIES, FURNISH & INSTALL, 12" LED STANDARD MODULE	EA	50	$ 300.00	$15,000.00
650-2108	VEHICULAR SIGNAL AUXILIARIES, FURNISH & INSTALL, ADD SECTION TO EXISTING SIGNAL ASSEMBLY	EA	100	$ 100.00	$10,000.00
653-1-AB - PEDESTRIAN SIGNAL					
653-1-11	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 1 WAY	AS	10	$ 1,000.00	$10,000.00
653-1-12	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 2 WAYS	AS	5	$ 1,500.00	$7,500.00
653-1-40	PEDESTRIAN SIGNAL, RELOCATE	AS	5	$ 400.00	$2,000.00
653-1-60	PEDESTRIAN SIGNAL, REMOVE PED SIGNAL- POLE/PEDESTAL TO REMAIN	AS	10	$ 85.00	$850.00
654-1-AB - IN ROADWAY LIGHT ASSEMBLY -(WHEN NO SEPARATE BID ITEM IS PROVIDED, PROPOSED UNIT RATE WILL INCLUDE REMOVAL)					
654-1-10	IN ROADWAY LIGHT ASSEMBLY, FURNISH & INSTALL- AC POWERED, COMPLETE ASSEMBLY	AS	1	$ 31,000.00	$31,000.00
654-1-20	IN ROADWAY LIGHT ASSEMBLY, FURNISH & INSTALL- SOLAR POWERED, COMPLETE ASSEMBLY	AS	1	$ 31,000.00	$31,000.00
654-1-21	IN-ROADWAY LIGHT FIXTURE, FURNISH & INSTALL- SOLAR POWERED	EA	1	$ 1,850.00	$1,850.00
654-1-22	IN-ROADWAY LIGHT CABINET, FURNISH & INSTALL- SOLAR POWERED	EA	1	$ 3,500.00	$3,500.00
654-2-AB - RECTANGULAR RAPID FLASHING BEACON ASSEMBLY (RRFB)					
654-2-11	RECTANGULAR RAPID FLASHING BEACON, FURNISH & INSTALL- AC POWERED, COMPLETE ASSEMBLY- SINGLE DIRECTION	AS	1	$ 7,200.00	$7,200.00
654-2-12	RECTANGULAR RAPID FLASHING BEACON, FURNISH & INSTALL- AC POWERED, COMPLETE ASSEMBLY- BACK TO BACK	AS	1	$ 8,925.00	$8,925.00
654-2-14	RECTANGULAR RAPID FLASHING BEACON, FURNISH & INSTALL- AC POWERED, SIGNS AND RRFB UNIT	EA	1	$ 9,200.00	$9,200.00
654-2-21	RECTANGULAR RAPID FLASHING BEACON, FURNISH & INSTALL- SOLAR POWERED, COMPLETE ASSEMBLY- SINGLE DIRECTION	AS	1	$ 7,200.00	$7,200.00
654-2-22	RECTANGULAR RAPID FLASHING BEACON, FURNISH & INSTALL- SOLAR POWERED, COMPLETE ASSEMBLY- BACK TO BACK	AS	1	$ 8,925.00	$8,925.00
654-2-30	RECTANGULAR RAPID FLASHING BEACON, INSTALL	AS	1	$ 2,500.00	$2,500.00
654-2-40	RECTANGULAR RAPID FLASHING BEACON, RELOCATE	AS	1	$ 2,500.00	$2,500.00
654-2-50	RECTANGULAR RAPID FLASHING BEACON, ADJUST/MODIFY	AS	1	$ 500.00	$500.00
654-2-60	RECTANGULAR RAPID FLASHING BEACON, REMOVE	AS	1	$ 200.00	$200.00
654-2-73	RECTANGULAR RAPID FLASHING BEACON, REPLACE BATTERY-55 AMP.	EA	1	$ 500.00	$500.00
660-1ABC - LOOP DETECTORS - (WHEN NO SEPARATE BID ITEM IS PROVIDED, PROPOSED UNIT RATE WILL INCLUDE REMOVAL)					
660-1101	LOOP DETECTOR, INDUCTIVE, 4 CHANNEL, SOLID STATE, SHELF MOUNT- FURNISH & INSTALL	EA	10	$ 300.00	$3,000.00
660-1102	LOOP DETECTOR, INDUCTIVE, 1 CHANNEL, RELAY OUTPUT, SHELF MOUNT- FURNISH & INSTALL	EA	10	$ 300.00	$3,000.00
660-1103	LOOP DETECTOR, INDUCTIVE, 2 CHANNEL, SOLID STATE, SHELF MOUNT- FURNISH & INSTALL	EA	10	$ 300.00	$3,000.00
660-1104	LOOP DETECTOR, INDUCTIVE, 2 CHANNEL, SOLID STATE, SHELF MOUNT, TIME DELAY-FURNISH & INSTALL	EA	10	$ 300.00	$3,000.00
660-1106	LOOP DETECTOR, 2 CHANNEL, SOLID STATE, RACK MOUNT - FURNISH & INSTALL	EA	10	$ 300.00	$3,000.00
660-1107	LOOP DETECTOR, INDUCTIVE, 1 CHANNEL, SOLID STATE, SHELF MOUNT, TIME DELAY-FURNISH & INSTALL	EA	10	$ 325.00	$3,250.00
660-1109	LOOP DETECTOR, 2 CHANNEL, SOLID STATE, RACK MOUNT, TIME DELAY - FURNISH & INSTALL	EA	10	$ 350.00	$3,500.00
660-1110	LOOP DETECTOR, 4 CHANNEL, SOLID STATE, RACK MOUNT - FURNISH & INSTALL	EA	10	$ 300.00	$3,000.00
660-1111	LOOP DETECTOR, INDUCTIVE, 4 CHANNEL, SOLID STATE, SHELF MOUNT, TIME DELAY-FURNISH & INSTALL	EA	10	$ 350.00	$3,500.00

660-1112	LOOP DETECTOR, 4 CHANNEL, SOLID STATE, RACK MOUNT, TIME DELAY - FURNISH & INSTALL	EA	10	$ 400.00	$4,000.00
660-1300	LOOP DETECTOR INDUCTIVE, INSTALL	EA	10	$ 155.00	$1,550.00
660-1400	LOOP DETECTOR, INDUCTIVE, 1 CHANNEL, RELAY OUTPUT, SHELF MOUNT, TIME DELAY-FURNISH & INSTALL	EA	10	$ 300.00	$3,000.00
660-1600	LOOP DETECTOR, INDUCTIVE, 1 CHANNEL, SOLID STATE, SHELF MOUNT- FURNISH & INSTALL	EA	10	$ 325.00	$3,250.00
660-2ABC - LOOP ASSEMBLY - (WHEN NO SEPARATE BID ITEM IS PROVIDED, PROPOSED UNIT RATE WILL INCLUDE REMOVAL)					
660-2101	LOOP ASSEMBLY - TYPE A (6'X50')- FURNISH & INSTALL	AS	1	$ 2,000.00	$2,000.00
660-2102	LOOP ASSEMBLY- TYPE B (6'X6')- FURNISH & INSTALL	AS	1	$ 1,800.00	$1,800.00
660-2106	LOOP ASSEMBLY - TYPE F (6'X50')- FURNISH & INSTALL	AS	1	$ 2,500.00	$2,500.00
660-4-AB - VEHICLE DETECTION SYSTEM-VIDEO					
660-4-11	VEHICLE DETECTION SYSTEM- VIDEO, FURNISH & INSTALL CABINET EQUIPMENT	EA	1	$ 15,500.00	$15,500.00
660-4-12	VEHICLE DETECTION SYSTEM- VIDEO, FURNISH & INSTALL ABOVE GROUND EQUIPMENT	EA	1	$ 6,000.00	$6,000.00
660-4-30	VEHICLE DETECTION SYSTEM- VIDEO, INSTALL	EA	1	$ 7,000.00	$7,000.00
660-4-41	VEHICLE DETECTION SYSTEM- VIDEO, RELOCATE CABINET EQUIPMENT	EA	1	$ 1,125.00	$1,125.00
660-4-42	VEHICLE DETECTION SYSTEM- VIDEO, RELOCATE ABOVE GROUND EQUIPMENT	EA	1	$ 840.00	$840.00
660-4-51	VEHICLE DETECTION SYSTEM- VIDEO, ADJUST/MODIFY CABINET EQUIPMENT	EA	1	$ 1,200.00	$1,200.00
660-4-52	VEHICLE DETECTION SYSTEM- VIDEO, ADJUST/MODIFY ABOVE GROUND EQUIPMENT	EA	1	$ 1,500.00	$1,500.00
660-4-60	VEHICLE DETECTION SYSTEM- VIDEO, REMOVE	EA	1	$ 150.00	$150.00
660-4-80	VEHICLE DETECTION SYSTEM- VIDEO, PREVENTIVE MAINTENANCE	EA	1	$ 300.00	$300.00
665-1-AB - PEDESTRIAN DETECTOR					
665-1-11	PEDESTRIAN DETECTOR, FURNISH & INSTALL, STANDARD	EA	10	$ 155.00	$1,550.00
665-1-12	PEDESTRIAN DETECTOR, FURNISH & INSTALL, ACCESSIBLE	EA	10	$ 1,645.00	$16,450.00
665-1-30	PEDESTRIAN DETECTOR, INSTALL	EA	5	$ 100.00	$500.00
665-1-40	PEDESTRIAN DETECTOR, RELOCATE	EA	5	$ 125.00	$625.00
665-1-50	PEDESTRIAN DETECTOR, ADJUST/MODIFY ON EXISTING POLE	EA	5	$ 155.00	$775.00
665-1-60	PEDESTRIAN DETECTOR, REMOVE- POLE/PEDESTAL TO REMAIN	EA	5	$ 42.00	$210.00
670-5ABC - TRAFFIC SIGNAL CONTROLLER ASSEMBLY					
670-5110	TRAFFIC CONTROLLER ASSEMBLY, NEMA - FURNISH & INSTALL	AS	1	$ 22,000.00	$22,000.00
670-5111	TRAFFIC CONTROLLER ASSEMBLY, NEMA, 1 PREEMPTION - FURNISH & INSTALL	AS	1	$ 23,000.00	$23,000.00
670-5112	TRAFFIC CONTROLLER ASSEMBLY, NEMA, 2 PREEMPTION - FURNISH & INSTALL	AS	1	$ 25,000.00	$25,000.00
670-5150	TRAFFIC CONTROLLER ASSEMBLY, ATC, NO PREEMPTION - FURNISH & INSTALL	AS	1	$ 25,000.00	$25,000.00
670-5151	TRAFFIC CONTROLLER ASSEMBLY, ATC, 1 PREEMPTION - FURNISH & INSTALL	AS	1	$ 25,500.00	$25,500.00
670-5152	TRAFFIC CONTROLLER ASSEMBLY, ATC, 2 PREEMPTION - FURNISH & INSTALL	AS	1	$ 26,000.00	$26,000.00
670-5300	TRAFFIC CONTROLLER ASSEMBLY, INSTALL	AS	1	$ 1,500.00	$1,500.00
670-5400	TRAFFIC CONTROLLER ASSEMBLY, MODIFY	AS	1	$ 600.00	$600.00
670-5500	TRAFFIC CONTROLLER ASSEMBLY, RELOCATE CONTROLLER WITH CABINET	AS	1	$ 2,500.00	$2,500.00
670-5600	TRAFFIC CONTROLLER ASSEMBLY, REMOVE CONTROLLER WITH CABINET	AS	1	$ 450.00	$450.00
671-2-AB - TRAFFIC SIGNAL CONTROLLER					
671-2-11	TRAFFIC CONTROLLER WITHOUT CABINET, NEMA, FURNISH & INSTALL IN EXISTING CABINET	EA	1	$ 5,500.00	$5,500.00
671-2-13	TRAFFIC CONTROLLER WITHOUT CABINET, ATC, FURNISH & INSTALL IN EXISTING CABINET	EA	1	$ 5,500.00	$5,500.00
671-2-30	TRAFFIC CONTROLLER, INSTALL	EA	1	$ 1,500.00	$1,500.00
671-2-40	TRAFFIC CONTROLLER, MODIFY	EA	1	$ 500.00	$500.00
671-2-50	TRAFFIC CONTROLLER, RELOCATE- WITHOUT CABINET	EA	1	$ 1,200.00	$1,200.00
671-2-60	TRAFFIC CONTROLLER, REMOVE- CABINET TO REMAIN	EA	1	$ 150.00	$150.00
684-1-A - MANAGED FIELD ETHERNET SWITCH (WHEN NO SEPARATE BID ITEM IS PROVIDED, PROPOSED UNIT RATE WILL INCLUDE REMOVAL)					
684-1-1	MANAGED FIELD ETHERNET SWITCH, FURNISH & INSTALL	EA	5	$ 3,100.00	$15,500.00
684-1-3	MANAGED FIELD ETHERNET SWITCH, INSTALL	EA	5	$ 300.00	$1,500.00
684-1-4	MANAGED FIELD ETHERNET SWITCH, RELOCATE	EA	5	$ 400.00	$2,000.00
684-1-5	MANAGED FIELD ETHERNET SWITCH, ADJUST / MODIFY	EA	5	$ 500.00	$2,500.00
684-1-6	MANAGED FIELD ETHERNET SWITCH, REMOVE- CABINET TO REMAIN	EA	5	$ 100.00	$500.00
684-6-AB - WIRELESS COMMUNICATION DEVICE					
684-6-11	WIRELESS COMMUNICATION DEVICE, FURNISH & INSTALL, ETHERNET ACCESS POINT	EA	1	$ 5,000.00	$5,000.00
684-6-12	WIRELESS COMMUNICATION DEVICE, FURNISH & INSTALL, ETHERNET SUBSCRIBER UNIT	EA	1	$ 4,000.00	$4,000.00
684-6-13	WIRELESS COMMUNICATION DEVICE, FURNISH & INSTALL SERIAL DATA UNIT	EA	1	$ 1,500.00	$1,500.00
684-6-30	WIRELESS COMMUNICATION DEVICE, INSTALL	EA	1	$ 1,200.00	$1,200.00
684-6-40	WIRELESS COMMUNICATION DEVICE, RELOCATE	EA	1	$ 1,300.00	$1,300.00
684-6-60	WIRELESS COMMUNICATION DEVICE, REMOVE	EA	1	$ 100.00	$100.00
685-1-AB - UNINTERRUPTIBLE POWER SUPPLY					

685-1-13	UNINTERRUPTIBLE POWER SUPPLY, FURNISH AND INSTALL, LINE INTERACTIVE WITH CABINET	EA	1	$ 7,500.00	$7,500.00
685-1-14	UNINTERRUPTIBLE POWER SUPPLY, FURNISH AND INSTALL, ONLINE/DOUBLE CONVERSION WITH CABINET	EA	1	$ 9,000.00	$9,000.00
685-1-60	UNINTERRUPTIBLE POWER SUPPLY, REMOVE- POLE/CABINET REMAINS	EA	1	$ 500.00	$500.00
700-11-ABC - ELECTRONIC DISPLAY SIGN - (WHEN NO SEPARATE BID ITEM IS PROVIDED, PROPOSED UNIT RATE WILL INCLUDE REMOVAL)					
700-11-161	ELECTONIC DISPLAY SIGN, GRD/MT. AC POWERED, W/S.F.B. & BEACONS, FURNISH & INSTALL	AS	4	$ 9,500.00	$38,000.00
700-11-261	ELECTONIC DISPLAY SIGN, GRD/MT. SOLAR POWERED, W/S.F.B.& BEACONS, FURNISH & INSTALL	AS	4	$ 10,500.00	$42,000.00
700-12-AB - SIGN BEACON - (WHEN NO SEPARATE BID ITEM IS PROVIDED, PROPOSED UNIT RATE WILL INCLUDE REMOVAL)					
700-12-11	SIGN BEACON, AC POWER, 1 BEACON) - FURNISH & INSTALL	AS	2	$ 3,500.00	$7,000.00
700-12-12	SIGN BEACON, AC POWER, 2 BEACONS) - FURNISH & INSTALL	AS	2	$ 4,000.00	$8,000.00
700-12-21	SIGN BEACON, SOLAR POWER, 1 BEACON - FURNISH & INSTALL	AS	2	$ 6,000.00	$12,000.00
700-12-22	SIGN BEACON, SOLAR POWER, 2 BEACONS, FURNISH & INSTALL	AS	2	$ 6,500.00	$13,000.00
	BID SCHEDULE 1 TOTAL:				**$1,292,123.00** *

*Bid Schedule 1 Total and Total Bid corrected to reflect unit prices.

BID SCHEDULE 2 (LABOR AND MATERIAL BID ITEMS):					
1	TECHNICIAN - IMSA LEVEL II (MON-FRI, 8:00 AM-4:30 PM)	HR	1255	$ 65.00	$81,575.00
2	TECHNICIAN - IMSA LEVEL III (MON-FRI, 8:00 AM-4:30 PM)	HR	80	$ 75.00	$6,000.00
3	TECHNICIAN - IMSA LEVEL II (MON-FRI, 4:31 PM-7:49AM, SAT, SUN AND HOLIDAYS)	HR	730	$ 90.00	$65,700.00
4	TECHNICIAN - IMSA LEVEL III (MON-FRI, 4:31 PM-7:49AM, SAT, SUN AND HOLIDAYS)	HR	40	$ 100.00	$4,000.00
5	TECHNICIAN ASSISTANT (MON-FRI, 8:00 AM-4:30 PM)	HR	1255	$ 43.00	$53,965.00
6	TECHNICIAN ASSISTANT (MON-FRI, 4:31 PM-7:49AM, SAT, SUN AND HOLIDAYS)	HR	40	$ 63.00	$2,520.00
7	AERIAL BUCKET TRUCK (STANDARD)	HR	1200	$ 25.00	$30,000.00
8	AERIAL BUCKET TRUCK (LARGE)	HR	55	$ 35.00	$1,925.00
9	SERVICE TRUCK	HR	730	$ 25.00	$18,250.00
10	MAINTENANCE OF TRAFFIC (MESSAGE BOARD RENTAL)	DAY	10	$ 15.00	$150.00
11	UTILITY COORDINATION (SUNSHINE SPOTS)	PI	10	$ 200.00	$2,000.00
12	TIMING IMPLEMENTATION	PI	5	$ 500.00	$2,500.00
13	TIMING ADJUSTMENT, SYSTEMS (COORDINATED)	PI	5	$ 500.00	$2,500.00
14	TIMING ADJUSTMENT, INTERSECTIONS (NON-COORDINATED)	PI	5	$ 500.00	$2,500.00
15	BENCH TESTING (CONFLICT MONITOR)	EA	200	$ 200.00	$40,000.00
16	TEMPORARY CONTROLLER/MONITOR RENTAL/DAY	DAY	25	$ 25.00	$625.00
17	TEMPORARY TRAFFIC SIGNAL OPERATION, GENERATOR RENTAL/HR	HR	5	$ 21.00	$105.00
18	TEMPORARY TRAFFIC SIGNAL CABINET, DURING KNOCK-DOWN RENTAL/DAY	DAY	5	$ 11.00	$55.00
	GROUNDING ELECTRODE				
19	10 FT. 5/8" GROUND ROD	EA	100	$ 25.00	$2,500.00
20	20 FT. 5/8" GROUND ROD	EA	50	$ 57.00	$2,850.00
	MISCELLANEOUS CONDUIT:				
21	½" 10 FT. SECTION	EA	100	$ 4.00	$400.00
22	1" 10 FT. SECTION	EA	100	$ 5.00	$500.00
23	CONDUIT, 2" 10 FT. (ABOVE GROUND)	EA	200	$ 16.00	$3,200.00
24	CONDUIT, 2" 10 FT. (UNDERGROUND)	EA	500	$ 10.00	$5,000.00
25	CONDUIT, 2" 10 FT. (UNDER PAVEMENT/JACKED)	EA	500	$ 30.00	$15,000.00
26	CONDUIT, 1" CLAMP	EA	100	$ 0.55	$55.00
27	CONDUIT, 2" CLAMP	EA	100	$ 1.00	$100.00
28	COUPLING, 1/2"	EA	50	$ 0.15	$7.50
29	COUPLING, 1"/EA	EA	50	$ 0.27	$13.50
30	COUPLING, 2"/EA	EA	200	$ 1.00	$200.00
31	90-DEGREE ELBOW, ½"	EA	100	$ 1.00	$100.00
32	90-DEGREE ELBOW, 1"	EA	100	$ 1.00	$100.00
33	90-DEGREE ELBOW, 2"	EA	100	$ 1.50	$150.00
	MISCELLANEOUS SIGNAL CABLE:				
34	20- CONDUCTOR	LF	250	$ 3.00	$750.00
35	16-CONDUCTOR	LF	250	$ 2.50	$625.00
36	12-CONDUCTOR	LF	250	$ 2.00	$500.00

37	9-CONDUCTOR	LF	250	$ 1.50	$375.00
38	7-CONDUCTOR	LF	1000	$ 1.25	$1,250.00
39	2-CONDUCTOR/BELDEN "HOME RUN"	LF	1000	$ 0.55	$550.00
	MISCELLANEOUS COMMUNICATION:				
40	INTERCONNECT CABLE/FSK WIRE (OVERHEAD) - 6-22-AL-F8	LF	1000	$ 2.00	$2,000.00
41	INTERCONNECT CABLE/ FSK WIRE (UNDERGROUND)- 6-22-AL-F8	LF	1000	$ 2.00	$2,000.00
42	BURIED CABLE WARNING MARKER (PER DETAIL)	EA	100	$ 175.00	$17,500.00
43	ITS EXPRESS ITS 8020 FIBER SWITCH	EA	50	$ 1,000.00	$50,000.00
44	ITS EXPRESS ITS 80 SERIES POWER SUPPLY	EA	50	$ 150.00	$7,500.00
	MISCELLANEOUS SPAN WIRE ASSEMBLY:				
45	ADJUSTABLE HANGER	EA	25	$ 55.00	$1,375.00
46	DISCONNECT HANGER	EA	25	$ 200.00	$5,000.00
47	EXTENSION HANGER	EA	25	$ 40.00	$1,000.00
48	SPAN WIRE HANGER (2079-S) WITH SS BUSHING (SINGLE CABLE SUPPORT)	EA	25	$ 45.00	$1,125.00
49	SPAN WIRE CLAMP	EA	25	$ 45.00	$1,125.00
50	SIGN BRACKET/SPAN WIRE TYPE (1-WAY)	EA	5	$ 200.00	$1,000.00
51	SIGN BRACKET/SPAN WIRE TYPE (2-WAY)	EA	5	$ 250.00	$1,250.00
52	EYE BOLT	EA	25	$ 12.00	$300.00
53	ALL THREAD/5/8"	LF	25	$ 2.00	$50.00
54	GUY ANCHOR, 6"	EA	5	$ 150.00	$750.00
55	GUY WIRE/¼"	LF	100	$ 1.00	$100.00
56	GUY WIRE/3/8"	LF	500	$ 1.15	$575.00
57	SPAN WIRE SPLICE/¼"	EA	25	$ 40.00	$1,000.00
58	SPAN WIRE SPLICE/3/8"	EA	25	$ 60.00	$1,500.00
58	GUY WIRE VISE/¼"	EA	25	$ 13.00	$325.00
60	GUY WIRE VISE/3/8"	EA	25	$ 40.00	$1,000.00
	MISCELLANEOUS PULL BOX OR JUNCTION BOX				
61	AERIAL JUNCTION BOX	EA	5	$ 233.00	$1,165.00
62	MOUNTED JUNCTION BOX	EA	20	$ 75.00	$1,500.00
	MISCELLANEOUS VEHICULAR SIGNAL AUXILIARIES				
63	12" RED LED MODULE	EA	25	$ 60.00	$1,500.00
64	12" YELLOW LED MODULE	EA	25	$ 60.00	$1,500.00
65	12" GREEN LED MODULE	EA	100	$ 60.00	$6,000.00
66	12" RED ARROW LED MODULE	EA	15	$ 60.00	$900.00
67	12" YELLOW ARROW LED MODULE	EA	15	$ 60.00	$900.00
68	12" GREEN ARROW LED MODULE	EA	15	$ 60.00	$900.00
69	12" YELLOW LED (12 VOLT)	EA	15	$ 150.00	$2,250.00
70	3M OPTICAL SIGNAL LAMP	EA	15	$ 125.00	$1,875.00
71	12" GEOMETRICALLY PROGRAMMED LOUVER	EA	10	$ 265.00	$2,650.00
72	ASTRO BRACKET 110" SS CABLE	EA	10	$ 255.00	$2,550.00
	MISCELLANEOUS PEDESTRIAN SIGNAL:				
73	PEDESTRIAN SIGNAL (LED COUNTDOWN MODULE)	EA	25	$ 225.00	$5,625.00
74	PEDESTRIAN SIGNAL HOUSING (PED CAN)	EA	10	$ 155.00	$1,550.00
75	4" SPUN ALUMINUM PEDESTAL (PEDESTRIAN SIGNAL, FLASHING BEACON)/EA	EA	25	$ 500.00	$12,500.00
76	SLIP-FITTER 4½" /EA	EA	25	$ 75.00	$1,875.00
77	2 WAY SIGNAL BRACKET KIT	EA	10	$ 150.00	$1,500.00
	MISCELLANEOUS INDUCTIVE LOOP:				
78	SURGE ARRESTOR (INDUCTANCE LOOP AMPLIFIER)	EA	10	$ 15.00	$150.00
79	HOME RUN CABLE (REPLACEMENT)	LF	500	$ 2.00	$1,000.00
	MISCELLANEOUS VEHICLE DETECTION SYSTEM-VIDEO:				
80	ALDIS, 360 DEGREE 10" DIAMETER X 9" FISHEYE CAMERA	EA	1	$ 10,500.00	$10,500.00
81	ALDIS, GRIDSMART CONTROL UNIT FOR TS1 AND TS2 TRAFFIC CONTROL CABINETS	EA	1	$ 10,500.00	$10,500.00
82	12 FT. CAMERA EXTENSION ASSEMBLY	EA	5	$ 300.00	$1,500.00
83	ITERIS RZ-4 ADVANCED WIDE DYNAMIC RANGE CAMERA	EA	2	$ 5,200.00	$10,400.00
84	ITERIS VANTAGE EDGE 2 VIDEO PROCESSOR CARD (SINGLE)	EA	2	$ 5,500.00	$11,000.00
85	ITERIS VANTAGE EDGE 2 VIDEO PROCESSOR CARD (DUAL)	EA	2	$ 6,800.00	$13,600.00
86	ITERIS VANTAGE EDGECONNECT VIDEO INTERFACE CARD	EA	2	$ 3,500.00	$7,000.00
87	16"-19" LCD MONITOR FOR VIDEO DETECTION SYSTEM	EA	5	$ 1,500.00	$7,500.00

88	VIDEO SURGE ARRESTOR CAT5	EA	5	$ 400.00	$2,000.00
89	VIDEO SURGE ARRESTOR BNC	EA	5	$ 100.00	$500.00
90	VIDEO CABLE CAT 5	LF	500	$ 1.00	$500.00
91	VIDEO CABLE COMPOSITE	LF	500	$ 1.00	$500.00
	MISCELLANEOUS PEDESTRIAN DETECTION SYSTEM:				
92	DETECTOR SIGN (PEDESTRIAN)	EA	50	$ 45.00	$2,250.00
93	PUSH BUTTON (PEDESTRIAN DETECTOR STANDARD)	EA	50	$ 85.00	$4,250.00
94	PUSH BUTTON (PEDESTRIAN DETECTOR ACCESSIBLE "AUDIBLE")	EA	10	$ 1,800.00	$18,000.00
95	PB-5100 8' ALUMINUM POLE	EA	10	$ 500.00	$5,000.00
	MISCELLANEOUS TRAFFIC SIGNAL CONTROLLER:				
96	CONFLICT MONITOR/FUSE/½ AMP (SLO BLO)	EA	5	$ 1.00	$5.00
97	CONFLICT MONITOR/FUSE/2 AMP	EA	5	$ 1.00	$5.00
98	CONTROLLER FUSE/3/4/ AMP/24 VDC	EA	1	$ 1.00	$1.00
99	CONTROLLER FUSE/1 ¼ AMP (SLO BLO)	EA	1	$ 1.00	$1.00
100	PEEK/3000E/NEMA/TS-1/8 PHASE	EA	1	$ 5,000.00	$5,000.00
	CONTROLLER TYPE (INTERCONNECT FSK WIRE, CLOSED LOOP):				
101	PEEK ATC-1000 CONTROLLER	EA	5	$ 5,500.00	$27,500.00
102	MCCAIN ATC EX CONTROLLER, TS2 TYPE 1	EA	5	$ 5,500.00	$27,500.00
103	MCCAIN ATC EX NEMA CONTROLLER, TS2 TYPE 2	EA	5	$ 5,500.00	$27,500.00
	MISCELLANEOUS MANAGED FIELD ETHERNET SWITCH:				
104	ITS EXPRESS ITS 8040 12 PORT/LAYER2 HARDENED ETHERNET SWITCH	EA	5	$ 1,600.00	$8,000.00
105	ITS EXPRESS ITS VC-1000 TWISTED-PAIR CONVERTER(FSK)/EA	EA	5	$ 725.00	$3,625.00
106	SIEMENS RUGGED VDSL, RS930L, 6 PORT ETHERNET SWITCH	EA	5	$ 2,260.00	$11,300.00
	MISCELLANEOUS WIRELESS COMMUNICATION DEVICE:				
107	ENCOM WIRELESS, COMMPAK IP SERIAL/ETHERNET BRIDGE	EA	1	$ 1,500.00	$1,500.00
108	ENCOM WIRELESS E-LITE 300MBPS UNIT, (COMPLETE)	EA	1	$ 3,200.00	$3,200.00
	MISCELLANEOUS UNINTERRUPTIBLE POWER SUPPLY:				
109	MYERS POWER PRODUCT UPS, MP2000, 1500W INVERTER	EA	1	$ 3,500.00	$3,500.00
110	TCS UPS PIGGY-BACK CABINET	EA	1	$ 7,000.00	$7,000.00
111	TCS GENERATOR TRANSFER SWITCH/EA	EA	1	$ 1,000.00	$1,000.00
	MISCELLANEOUS E.D.S. / SIGN BEACON ITEMS:				
112	PB-5100 12' ALUMINUM POLE	EA	5	$ 200.00	$1,000.00
113	PB-5100 15' ALUMINUM POLE	EA	5	$ 225.00	$1,125.00
114	PB-5100 18' ALUMINUM POLE	EA	5	$ 300.00	$1,500.00
115	PB-5306 ANCHOR BOLTS	EA	100	$ 15.00	$1,500.00
116	PB-5335 SQUARE ALUMINUM BASE WITH ALUMINUM DOOR	EA	25	$ 400.00	$10,000.00
117	PB-5325 COLLAR ASSEMBLY FOR SQUARE BASE	EA	25	$ 200.00	$5,000.00
118	SE-1100 4.5' OD POST MOUNTING KIT/EA	EA	25	$ 50.00	$1,250.00
119	SE-1002 FLASHER CABINET ASSEMBLY WITH POLICE TYPE ONE LOCK	EA	5	$ 800.00	$4,000.00
120	SE-0513 TRI-STUD ADAPTERS	EA	25	$ 50.00	$1,250.00
121	SH-0206 U-BOLT SIGN ASSEMBLY KIT	EA	25	$ 30.00	$750.00
122	CARMANAH R247 SERIES 24-HOUR FLASHING WARNING BEACON	AS	1	$ 3,700.00	$3,700.00
123	CARMANAH R820 SERIES CROSSWALK BEACON	AS	1	$ 4,600.00	$4,600.00
124	CARMANAH R829 SERIES/SCH ZONE BCN/W/CALENDAR-BASED SOFTWARE	AS	1	$ 7,500.00	$7,500.00
125	NAZTEC SERIES 100/365 DAY PROGRAMMABLE	EA	1	$ 400.00	$400.00
126	RTC AP21/365 DAY PROGRAMMABLE	EA	10	$ 1,600.00	$16,000.00
127	ELTEC/NTC-17E/365 DAY PROGRAMMABLE	EA	1	$ 500.00	$500.00
128	AP22/TIME SWITCH	EA	1	$ 800.00	$800.00
129	CPR2102G/PAGER PROGRAMMABLE TIME SWITCH	EA	1	$ 1,400.00	$1,400.00
130	RTC, AP22/365 DAY PROGRAMMABLE	EA	1	$ 1,600.00	$1,600.00
131	RU2 FAST SYSTEMS, RU2 FAST 18" DISPLAY SIGN, SOLAR	EA	1	$ 10,000.00	$10,000.00
132	RU2 FAST SYSTEMS, RU2 FAST 18" DISPLAY SIGN, 120V	EA	1	$ 10,000.00	$10,000.00
133	IDC 1520 SPEED CHECK 15" SERIES, DATA COLLECTION, SCHEDULER AND SLOW DOWN OPTIONS, SOLAR DISPLAY BOARD	EA	1	$ 10,000.00	$10,000.00
134	IDC 1820 SPEED CHECK 18" SERIES, DATA COLLECTION, SCHEDULER AND SLOW DOWN OPTIONS, SOLAR DISPLAY BOARD	EA	1	$ 10,000.00	$10,000.00
135	IDC LED PANEL 15" DIGITS W/SLOW DOWN	EA	1	$ 800.00	$800.00
136	IDC POLYCARBONATE WINDOW 15" DIGIT W/SLOW DOWN	EA	1	$ 200.00	$200.00

137	IDC 15" (30" X 42") DIAMOND GRADE FLORESCENT YELLOW/GREEN	EA	1	$ 500.00	$500.00
138	HR LLC APPROACH-ONLY RADAR UNIT	EA	1	$ 1,225.00	$1,225.00
139	ASC SOLAR CHARGE CONTROLLER (8 AMP)	EA	1	$ 300.00	$300.00
140	IDC DEVISE/MANAGER, CONTROLLER BOARD, PROGRAMMABLE WIRELESS	EA	1	$ 700.00	$700.00
141	MORNINGSTAR/SUNSAVER SOLAR CHARGE CONTROLLER (10 AMP)	EA	1	$ 700.00	$700.00
142	55 WATT, SOLAR POWER PANEL KIT COMPLETE FOR SPEED CHECK DISPLAYS	EA	1	$ 1,650.00	$1,650.00
143	SOLAR PANEL RACKING	EA	1	$ 230.00	$230.00
144	SOLAR POLE-MOUNTED BATTERY BOX	EA	1	$ 525.00	$525.00
	EMERGENCY GENERATOR POWER HOOK-UP:				
145	(INC PRE-ASSEMBLED HARNESS/GASKET/CLAMP/SPLICE/PER FDOT D-3 SPEC)	AS	1	$ 500.00	$500.00
	MISCELLANEOUS SIGNALIZATION EQUIPMENT:				
146	PEEK DOUBLE DIAMOND NEMA/TS-1/CMU	EA	1	$ 1,300.00	$1,300.00
147	EDI CONFLICT MONITOR	EA	1	$ 835.00	$835.00
148	LOAD SWITCH	EA	200	$ 40.00	$8,000.00
149	FLASH TRANSFER RELAY	EA	25	$ 40.00	$1,000.00
150	SURGE ARRESTOR (CLOSED LOOP COMMUNICATION LINE)	EA	1	$ 100.00	$100.00
151	SOLAR SYSTEM/12V SEALED BATTERY 55 AMP	EA	10	$ 450.00	$4,500.00
152	SOLAR SYSTEM/12V SEALED BATTERY 105 AMP	EA	10	$ 600.00	$6,000.00
153	POWER SUPPLY/PEEK NEMA PS 100	EA	1	$ 800.00	$800.00
154	CABINET FAN	EA	10	$ 30.00	$300.00
155	POLICE MANUAL CONTROL BUTTON	EA	1	$ 112.00	$112.00
156	PEDESTRIAN ISOLATOR BOARD (TCS CABINET)	EA	1	$ 600.00	$600.00
157	PEDESTRIAN ISOLATOR BOARD (PEEK NEMA CABINET)	EA	10	$ 300.00	$3,000.00
158	¼" NAIL-IN ANCHOR/EA	EA	200	$ 1.00	$200.00
159	BLACKTOP PATCH	EA	50	$ 10.00	$500.00
160	#12 FORK TERMINALS	EA	1000	$ 0.40	$400.00
161	TIE WRAPS	EA	1000	$ 0.50	$500.00
162	#6 THHN WIRE	LF	100	$ 1.50	$150.00
163	SEOW OR "SO" 10-3, AWG COPPER CABLE	LF	500	$ 1.00	$500.00
164	HAND HOLE COVER (MAST ARM)	EA	10	$ 300.00	$3,000.00
165	FOUNDATION (CONTROLLER CABINET)	EA	5	$ 500.00	$2,500.00
166	CONCRETE PAD	EA	5	$ 300.00	$1,500.00
167	24"X48" CONCRETE BASE W/GROUND ROD	EA	10	$ 800.00	$8,000.00
168	ANCHOR BOLTS	EA	100	$ 15.00	$1,500.00
169	EDI, PS 200 SHELF/POWER SUPPLY	EA	5	$ 665.00	$3,325.00
170	EDI, TS-2 TYPE 1, BUS INTERFACE UNIT CARD	EA	10	$ 500.00	$5,000.00
171	MISCELLANEOUS CONCRETE	SY	100	$ 120.00	$12,000.00
	BID SCHEDULE 2 TOTAL:				**$901,425.00**
				TOTAL BID	**$2,193,548.00** *
PERFORMANCE & PAYMENT BOND, IF REQUIRED PER TASK (NOT TO BE INCLUDED IN EVALUATION FOR "LOW BID")		Per $1000			

*Bid Schedule 1 Total and Total Bid corrected to reflect unit prices.

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-29. Approval of Various Consent Agenda Items – Continued

16. Adopting the Resolution [R2017-148] approving Supplemental Budget Amendment #023, Internal Service Fund (501), in the amount of $516,000, to recognize the receipt of an insurance advance from AmWins Allianz Nephila for the water damage claim of the M.C. Blanchard Building sustained on November 29, 2016.

17. Adopting the Resolution [R2017-149] approving Supplemental Budget Amendment #024, Economic Development Fund (102), in the amount of $356,745, to recognize the fund balance in the fund and to appropriate these funds for operational activities associated with County economic development initiatives for Fiscal Year 2017/2018.

18. See Page 26.

19. Taking the following action (Funding: Fund 175, Transportation Trust Fund, Cost Center 211201, $300,000; Funds 182-199, Master Drainage Basin Funds, Cost Center 210719-210736, $50,000; Fund 325, Local Option Sales Tax [LOST] III, Cost Center 210107, $75,000; Fund 353, LOST IV, Cost Center 210106, $50,000; Fund 167, Bob Sikes Bridge, Cost Center 140302, $25,000):

    A. Terminating, without cause, PD 15-16.088, Traffic Signal Response Maintenance between Escambia County, Florida, and Ingram Signalization, Inc.; and

    B. Approving, and authorizing the County Administrator to sign, the Agreement between Escambia County, Florida, and Ingram Signalization, Inc., per the terms and conditions of PD 16-17.083, Signal Response Maintenance, for an initial term of 12-months, with two options for 12-month renewals, for a total of 36-months, for an estimated annual expenditure of $500,000.

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

15. Recommendation: That the Board approve the utilization of the first of two possible one-year renewal periods, as outlined in Section 2, Term, of the Agreement Relating to Signal Response Maintenance for maintenance services throughout Escambia County, with Ingram Signalization, Inc., per PD 16-17.083, Signal Response Maintenance. The original agreement was approved by the Board on December 14, 2017.

    [Funds are available in Fund 175, Transportation Trust Fund, Cost Center 211201, Object Code 54601 and Fund 167, Bob Sikes Toll Facility, Cost Center 140302, Object Code 54601.]

Motion: Move the balance **For Information:** The "balance" refers to Items 1 through 25, with the exception of Item 20, which was held for a separate vote, as amended to drop Item 10.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 4-0, with Commissioner Underhill having left the meeting

16. Recommendation: That the Board approve the utilization of the first of four possible one-year renewal periods, as outlined in Section 2, Term, of the Agreement for Security Officer Services with Dynamic Security Services, Inc., for Security Officer Services at the entrances for the following locations: the M.C. Blanchard Judicial Center and the Theodore F. Bruno Juvenile Justice Center. The recommendation is for the renewal to be retroactive to September 21, 2018. The original Agreement was approved by the Board on September 21, 2017.

    [Funding: Fund 115, Court Security Article V, Cost Center 410505, Object Code 53401 Other Contractual Services]

Motion: Move the balance **For Information:** The "balance" refers to Items 1 through 25, with the exception of Item 20, which was held for a separate vote, as amended to drop Item 10.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 4-0, with Commissioner Underhill having left the meeting

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15368 **County Administrator's Report 12. 15.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 02/07/2019
Issue: First Year Option to Renew for Signal Response Maintenance
From: Paul Nobles, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval: 2/1/19

RECOMMENDATION:

Recommendation Concerning First Year Option to Renew PD 16-17.083, Signal Response Maintenance - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve the utilization of the first of two possible one-year renewal periods, as outlined in Section 2, Term, of the Agreement Relating to Signal Response Maintenance for maintenance services throughout Escambia County, with Ingram Signalization, Inc., per PD 16-17.083, Signal Response Maintenance. The original agreement was approved by the Board on December 14, 2017.

[Funds are available in Fund 175, Transportation Trust Fund, Cost Center 211201, Object Code 54601 and Fund 167, Bob Sikes Toll Facility, Cost Center 140302, Object Code 54601]

BACKGROUND:

Escambia County is required to operate and maintain (O&M) all the traffic signals within the County, whether the signals are located on the State Highway System (SHS) or not. For those signals on the SHS, the Florida Department of Transportation (FDOT) details the requirements for the O&M obligations, and provides funding annually via a Joint Participation Agreement (JPA) in form of reimbursement.

The County solicits the services of a signalization contractor to assist with the response and maintenance, and historically, the average annual O&M for the SHS has been approximately $300K +/- and $75K+/- for County owned signals. However, as the County has been successful in advocating for and securing additional resources (e.g. bucket truck), upgrading the system with modern technology, etc., the average annual O&M costs have steadily reduced, with the previous FY18 costs of approximately $200K for the SHS signals, and $50K for the County owned signals. As the County continues to expand its internal capacities, modernizing the system, etc. we anticipate the annual O&M costs to continue to reduce moving forward.

The legal advertisement for this "Invitation to Bid" was advertised in the Pensacola News Journal on October 9, 2017. A Pre-Solicitation Conference was held on October 17, 2017. Two firms were represented at that meeting. One bid was received on November 2, 2017.

BUDGETARY IMPACT:

Funds are available in Fund 175, Transportation Trust Fund, Cost Center 211201, Object Code 54601 and Fund 167, Bob Sikes Toll Facility, Cost Center 140302, Object Code 54601

LEGAL CONSIDERATIONS/SIGN-OFF:

The original agreement was prepared by Kristin D. 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 Contracts.

IMPLEMENTATION/COORDINATION:

Upon Board approval, the Department will submit a purchase requisition to the Office of Purchasing for a Purchase Order to be issued.

Attachments

Fully-Executed Agreement
Contract Renewal Letter

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

January 22, 2019

William D. Wilson, Vice President
Ingram Signalization, Inc.
4522 North Davis Highway
Pensacola, FL 32503

RE: **Contract Renewal for PD 16-17.083, Signal Response Maintenance**

Dear Mr. Wilson:

The current awarded period on above referenced contract is due to expire February 21, 2019. There is a provision for an extension in this contract. I am inquiring to see if you would be interested in extending the contract, noted above, for an additional twelve (12) months.

Please annotate on the bottom of this letter, with your signature and date, as to whether you are interested or not extending the contract for twelve (12) months. I will need the signed letter returned, not later than 2:00 p.m., January 25, 2019.

If you have any questions, please feel free to call Emily D. Weddington, 850-595-4987.

Sincerely,

Emily D. Weddington, CPPB
Purchasing Coordinator

I want to extend the current contract PD 16-17.083, Signal Response Maintenance, for an additional twelve (12) months at the same terms and conditions.

✓ Yes ___ No _____ 1/22/2019
Signature Date

William D. Wilson — Printed Name of Signer
Vice-President — Title of Signer

Comments:

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

32. Recommendation: That the Board, for Fiscal Year 2019/2020, approve the issuance of blanket and/or individual Purchase Orders, in excess of $25,000, based upon previously-awarded Contracts, Contractual Agreements or annual requirements for the Engineering Department, as follows:

	Vendor/Contractor	**Amount**	**Contract Number**
A	Genesee & Wyoming/Alabama and Gulf Coast Railway Vendor Number: 011274 Signal Maintenance for Railroad Crossings Fund: 175 (Transportation Trust Fund) Cost Center: 211201	$60,843	Annual Signal Maintenance for Railroad Crossings
B	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
C	Ingram Signalization Vendor Number: 406608 Traffic Signal Response Maintenance - State and County Owned Signals Fund 175: (Transportation Trust Fund) Cost Centers: 211201/211602/211101 Fund: 182 (Master Drainage Basin Fund) Cost Centers: 210719-210736 Fund: 352 (LOST III) Cost Center: 210107 Fund: 353 (LOST IV) Cost Center: 210106 Fund: 167 (Bob Sikes Toll) Cost Centers: 140301/140302	$300,000	PD 16-17.083 Original Board Approval 12/14/2017 Board Approval 1st Extension 02/07/2019 (contract goes thru 02/07/2020)

(Continued on Page 35)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

32. Continued…

O	JJW Services, Inc. D/B/A Accustaff, Inc. Vendor Number: 010217 Temporary Contract Employees Fund: 167 (Bob Sikes Toll) Cost Center: 140301	$275,000	Contract PD 17-18.055 Original Board Approval 08/02/2018 Board Approval for 1st Extension 08/15/2019 (contract goes thru 08/15/2020

Motion: Move this Item with the two edits **For Information:** Item 32 was amended so that Item K included a $2 million limit on the aggregate, with anything over that amount coming back to the Board, and to leave out Item N. The Board also discussed any projects over $250,000 coming back to the Board, rather than $300,000.
Made by: Commissioner Barry **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

From: David V. Forte
To: Lisa A. Miller
Subject: Fwd: Signalization Response & Maintenance Contract PD 1617.083
Date: Thursday, November 21, 2019 9:28:18 AM
Attachments: image001.png

Please attach below to the Board Rec.

Thanks!

Sent from my iPhone

Begin forwarded message:

> **From:** Tony Kuhl <tony@ingramcorp.com>
> **Date:** November 21, 2019 at 9:21:27 AM CST
> **To:** "David V. Forte" <DVFORTE@myescambia.com>, "Terri V. Malone" <TVMALONE@myescambia.com>, Johnny Pettigrew <jlpettigrew@myescambia.com>
> **Cc:** Donnie Wilson <dwilson@gulf.net>, "lmiller@myescambia.com" <lmiller@myescambia.com>
> **Subject: FW: Signalization Response & Maintenance Contract PD 1617.083**

Ingram SIGNALIZATION INC.

Terri
Please let this e-mail serve as a request to renew the Signalization Response & Maintenance Contract PD 1617.083 for the next 12 months. Please let me know if you need anything else from us.

Thank You
Tony Kuhl

Operation Manager
Ingram Signalization
4522 N. Davis Hwy
Pensacola, Fl. 32503

Cell 850-232-0698
Office 850-433-8267
http://ingramcorp.com/contact-traffic-signal-designer/default.asp

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From: DWILSON@GULF.NET <DWILSON@GULF.NET>
Sent: Wednesday, November 20, 2019 3:18 PM
To: Tony Kuhl <tony@ingramcorp.com>
Subject: Fw: Signalization Response & Maintenance Contract PD 1617.083

From: Terri V. Malone
Sent: Wednesday, November 20, 2019 3:14 PM
To: DWILSON@GULF.NET
Cc: David V. Forte ; Lisa A. Miller ; Johnny Pettigrew
Subject: Signalization Response & Maintenance Contract PD 1617.083

Hi Donnie,

Does Ingram Signalization, Inc want to pursue the last 12-month renewal of the Signal Response and Maintenance Contract. We are preparing the BCC Recommendation and wish to attach your email response.

Regards,

Terri V. Malone, AICP
Transportation Planner
Transportation & Traffic Operations

Escambia County
Engineering – Transportation & Traffic Operations
3363 Park Place, Pensacola, FL 32505
Work (850) 595-3425 Mobile (850) 490-0915

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-17108 **County Administrator's Report 13. 29.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/05/2019
Issue: Reallocation of Capital Improvement Program Funds - Local Option Sales Tax III
From: CLARA LONG, Acting Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Reallocation of Capital Improvement Program Funds - Clara Long, Interim Neighborhood & Human Services Department Director

That the Board approve the reallocation of funds from Fund 352, Local Option Sales Tax (LOST) III, Cost Center 220102, (Neighborhood & Environment Services Department-NESD), in the amount of $1,200,681, to the following projects:

FROM:

Project#	Description	District	Amount
12NE1708	Brownfield Redevelopment	8	$299,579
08NE0058	Redevelopment Property Acquisition/Mobile Hwy. and Navy Point Center	8	$378,602
10NE0018	CRA Sewer Expansion: Beach Haven, Bellshead, Mobile Hwy, & Englewood	8	$522,500
	Total CRA PROJECTS		**$1,200,681**
	Grand Total to Transfer		**$1,200,681**

TO:

Project #	Description	District	Amount
TBD	Lee Street Sidewalk & Sewer/Ensley Gateway Park Beautification & Improvement/Avery St Sidewalks/additional Capital Improvement Projects	3	$1,200,681

	Grand Total		**$1,200,681**

[Funding Source: Fund 352, "Local Option Sales Tax III," Account 220102, NESD/CRA]

BACKGROUND:

The requested funds shall be transferred as follows:

TO:

CRA Areas	Description	District	Amount
Brownsville	Lee Street Sidewalk and Sewer Project	3	$900,000
Ensley	Ensley Gateway Park Beautification Project	3	$200,681
Brownsville/Englewood	Avery Street Sidewalks (North & South)	3	$100,000
	Total CRA Improvements		**$1,200,681**
	Grand Total to Transfer		**$1,200,681**

BUDGETARY IMPACT:

No budgetary impact occurs. Funding is currently available in Fund 352, Local Option Sales Tax III, Account 220102, NESD.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Scheduling and prioritization of Capital Improvement Projects are at the discretion of the Board.

IMPLEMENTATION/COORDINATION:

Upon Board approval of this request, a budget Amendment will be forwarded to the Office of Management and Budget to reallocate the funds to the appropriate projects.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17215 **County Administrator's Report 13. 30.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/05/2019
Issue: Five Flags Sertoma Club
From: Jeff Bergosh, Commissioner, District 1
Organization: Commissioner, District 1
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Funding for Five Flags Sertoma Club "Food Baskets for the Needy" - Commissioner Jeff Bergosh, District 1

That the Board approve the funding of $1,000 to Five Flags Sertoma Club "Food Baskets for the Needy", from Commissioner Jeff Bergosh's discretionary money.

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

BACKGROUND:

Five Flags Sertoma Club will be giving out food baskets to needy families on December 7, 2019. Family names are provided by Caring Hearts Caring Hands and the Warrington Emergency Air Center.

BUDGETARY IMPACT:

The Board approved $50,000 in the Fiscal Year 2019-2020 Budget for each Commissioner to use as discretionary funds.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon Board approval, the Budget Office will work with Five Flags Sertoma Club to obtain the necessary paperwork to process a payment voucher.

Attachments

Five Flags Sertoma Club Request

Debbie Kenney

From: Neal Smith <neals@adkinsonappraisal.com>
Sent: Friday, November 08, 2019 4:51 PM
To: Debbie Kenney
Subject: Fw: Neal Smith - Five Flags Sertoma Club Request

Ms Kenney:
Here is the information that you requested regarding my club and the financial request for funding of food baskets at Christmas for some indigent families in Escambia County. A bit of background first to assist you in writing up the request to the county commission: Five Flags Sertoma is a civic, service organization that was formed in 1976 here in Pensacola. SERTOMA is an acronym for Service to Mankind and its focus is helping speech and hearing impaired individuals within our community. In fact, we have given over $135,000 to the Baptist Hospital Speech and Hearing Board over many years and we continue to do so. Additionally, we have allocated moneys for other deserving charities within our community such as Capstone Adaptive Learning, Waterfront Rescue Mission, Scholarships at Pensacola State College, Junior Achievement, assisting in the purchase of a speech and hearing van, along with a host of other charities over the years. Each year around the holidays we deliver food baskets to needy families which we have been doing for 25 years or more. We utilize our funds of $1,000 to provide 20 families with $50 worth of food which includes a turkey, dressing, canned goods, and other non-perishables. We have enlisted the aid of Winn Dixie on Bayou Boulevard who has graciously assembled these items for us over these years. Earlier this year Commissioner Jeff Bergosh spoke to our club about the land acquisition at OLF 8 on Nine Mile Road near the Navy Federal buildings and later he expressed an interest in providing us with an additional $1,000 so that we might be able to help more people in Escambia County. We receive names of indigent families from Caring Hearts Caring Hands at the Olive Baptist Church and the Warrington Emergency Air Center (WEAC) each year. Our deliveries are generally located below Interstate Ten, in Ensley, Warrington, Brownsville, and the West Pensacola areas of the county. Out delivery date this year is scheduled for December 7, 2019, at 9 a.m. at the entrance of Winn Dixie on Bayou Boulevard. On behalf of my club, Five Flags Sertoma, I respectfully am asking for $1,000 from Commissioner Jeff Bergosh's discretionary funds/charity account to used to assist us in securing the purchase of 20 additional food baskets for the needy. We will be happy to provide documentation from Winn Dixie (i.e. cash register receipts reflecting the purchases) to you for your records. Our mailing address is Five Flags Sertoma Club; Post Office Box 745; Pensacola, Florida 32591. Please feel free to contact me at 850-450-1444 or by email at neals@adkinsonappraisal.com.
Thank you for your favorable consideration of the foregoing, and I look forward to working with you in this matter. As a final note, we would welcome Commissioner Jeff Bergosh's and your participation if both of your schedules would permit it. Usually, the delivery of three baskets per car does not entail more than three (3) hours of time. Names of the recipients, their addresses, their phone numbers, and maps of the locations are provided to each driver/delivery team. In additional, each recipient family has been previously contacted by Caring Hearts Caring Hands and WEAC prior to our arrival so that there is someone at home to receive our baskets.
If you require any further information, please feel free to contact me and I will be more than happy to provide you with anything else you might need.
Thank you for handling the above for our club, and I greatly appreciate your time and efforts.
Sincerely,
Neal Smith
Sponsorship Chairman
Five Flags Sertoma Club

From: Debbie Kenney
Sent: Thursday, November 07, 2019 3:44 PM
To: neals@adkinsonappraisal.com
Subject: email test

Debbie King Kenney
Commissioner's Aide, District 1
Escambia Board of County Commissioners
221 Palafox Place, Suite 400
Pensacola, Florida 32502
850-595-4910 Office

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17140 **County Administrator's Report 13. 31.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/05/2019
Issue: Award a Purchase Order for Two Mid-Size 4-Door Utility Vehicles with 4x4 or AWD
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Award of a Purchase Order for Two Mid-Size 4-Door Utility Vehicles with 4x4 or AWD - Joy Jones, Department Director, Engineering, and Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board authorize the County Administrator to sign a Purchase Order, in excess of $50,000, for the purchase of two Nissan Frontiers, to Terry Taylor's DeLand Nissan, in the amount of $58,788, according to the specifications outlined in PD 19-20.001, Two Mid-Size 4-Door Utility Vehicles with 4x4 or AWD.

[Funding: Fund 175, Transportation Trust Fund; Cost Center 211101, Engineering Admin; Object Code 56401, Machinery & Equipment]

Specification PD 19-20.001, Two Mid-Size 4-Door Utility Vehicles with 4x4 or AWD, was posted on Vendor Registry on October 2, 2019, and was sent to 45 registrants representing 30 firms - including local dealers. The solicitation was viewed by 15 firms and downloaded by 11.

NON-ADA COMPLIANT DOCUMENTS TO BE DISTRIBUTED UNDER SEPARATE COVER:

- Original Solicitation
- Bid Tab Under Review
- Bid from Terry Taylor's DeLand Nissan
- Recommendation to Award Determination Checklist
- Background from Engineering
- Pricing Breakout Utilizing the Florida Sheriff's Association Agreement

BACKGROUND:

Escambia County Construction Management Division is requesting replacement of the following vehicles with (2) 2020 Nissan Pathfinders (Model 25010) 4X4's as stated in the attached bid specifications:

- 2002 Chevy Silverado 1500 Regular Cab 4x2 – Property #: 50271
- 2004 Chevy Silverado 1500 Regular Cab 4x4 – Property #: 52838

These vehicles are used by the Construction Management Division staff, particularly Project Managers and Inspectors, to get to and from County project sites, meetings, etc., during normal working hours.

Justification for the replacements of these vehicles is as follows:

- Vehicle #50271 is 17 years old with 93,798 miles. It has low miles on it because for the last 10 years it has not been driven as much as it was during its first 6 years of use. During the first 6 years, Construction Inspectors drove it averaging approximately 9,000 miles per year. The last 10 years, Project Managers have been driving it averaging approximately 4,000 miles per year. Due to the difference in their job roles and responsibilities, Project Managers do not use the vehicles as much as the Inspectors on a daily basis.

This vehicle needs the following repairs completed in order to get it back to safe working
order:

1. New intake manifold gasket & water pump to fix coolant leak;
2. New valve cover gaskets to fix oil leak;
3. New alternator because battery is not charging;
4. New spark plugs and wires to fix rough idle; and
5. New brakes and rotors

The estimated cost to repair the items above is approximately $1,500. Considering the current condition of the vehicle and estimated cost to repair, the resale value for this vehicle through surplus/auction is approximately $300.

- Vehicle #52838 is 15 years old with 145,129 miles. It needs the following repairs completed in order to get it back into safe working order:

1. New fuel pump/fuel pick up to fix rough idling;
2. New front oil seal is to fix leaking oil; and
3. New A/C compressor to fix intermittent working A/C.

The estimated cost to repair the items above is approximately $2,500. Considering the current condition of the vehicle and estimated cost to repair, the resale value for this vehicle through surplus/auction is approximately $600.

There are safety features on modern vehicles that were not installed on the subject vehicles. These features include but are not limited to:

- Back-up camera
- 911 Assist
- Roll Stability Control
- Side curtain and seat airbags
- Curve Control
- Pre-Collision Assist with Automatic Emergency Braking
- Tire Pressure Monitoring System
- Anti-Theft System
- Post-Crash Alert System

The subject vehicles will be transferred to Parks and Recreation's Department to be parted out to make an operable truck for use in daily operations at/around the County Equestrian Center. The Parks and Recreation's Department current truck is in bad shape and is need of repairs. Fleet Maintenance intends to take the best parts from the three trucks to make one operable truck for use at the County Equestrian Center, and then resale one of the others.

Specification PD 19-20.001, Two Mid-Size 4-Door Utility Vehicles with 4x4 or AWD, was posted on Vendor Registry on October 2, 2019, and was sent to 45 registrants representing 30 firms - including local dealers. The solicitation was viewed by 15 firms
and downloaded by 11.

Three bid responses were received and Terry Taylor's DeLand Nissan was determined to be the lowest responsive bidder.

BUDGETARY IMPACT:

Funding: Fund 175, Transportation Trust Fund; Cost Center 211101, Engineering Admin; Object Code 56401, Machinery & Equipment

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

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 Purchase Order.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17211 **County Administrator's Report 13. 32.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/05/2019
Issue: Contract Award for SHIP Housing Rehabilitation Services for 4960 Kimberly Drive
From: CLARA LONG, Acting Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Contract Award for SHIP Housing Rehabilitation Services for 4960 Kimberly Drive - Clara Long, Interim Neighborhood & Human Services Department Director

That the Board take the following action concerning the Contract Award for State Housing Initiatives Partnership (SHIP) Housing Rehabilitation Services for 4960 Kimberly Drive:

A. Authorize the County Administrator to sign the SHIP Housing Rehabilitation Services Program Agreement, subject to Legal review and sign-off, between Escambia County, Florida; Mike Motes Builders, LLC, Contractor; and Robert Ruais, Owner; per the terms and conditions of S-R-2020-1, NED SHIP Single Family Housing Repair Project for Robert S Ruais, for a base bid of $42,725, for rehabilitation of 4690 Kimberly Drive; and

B. Authorize the issuance of a Purchase Order.

[Funding: Fund 120/2018 SHIP, Cost Center 370205, $28,900; Fund 124/Affordable Housing, Cost Center 370290, $13,825]

BACKGROUND:

An Invitation to Bid for project S-R-2020-1, NED SHIP Single Family Housing Repair Project for Robert S. Ruais at 4690 Kimberly Drive was published in Vendor Registry on October 23, 2019 (Exhibit I), and accessed by 62 firms as well as the Construction Journal and Construction Bid Source. A mandatory pre-solicitation conference was held on November 1, 2019, at the property, which

was attended by four firms. Sealed bids were received from three firms on November 8, 2019, with Mike Motes Builders, LLC, being the lowest, most responsive bidder (Exhibit II). The Program Agreement is provided as Exhibit III.

This applicant was referred to the Neighborhood Enterprise Division (NED) by the Environmental Enforcement Division. In the Local Housing Assistance Plan (LHAP), the SHIP housing repair program provides for priority to be given to income eligible special needs households and applicants with code enforcement violations. Repairs for this property will include installation of a new roof, replacement of windows and exterior doors, and assorted exterior repairs to correct code violations.

BUDGETARY IMPACT:

Funds are available in Fund 120/2018 SHIP, Cost Center 370205, $28,900; and Fund 124/Affordable Housing, Cost Center 370290, $13,825. The maximum amount of funding allowed under the SHIP program for housing repairs is $30,000 as specified in the LHAP, so funds in excess of the $30,000 maximum will be provided from the Affordable Housing cost center in order to address all deficiencies as identified in the Notice of Violation.

LEGAL CONSIDERATIONS/SIGN-OFF:

The SHIP Housing Rehabilitation Services Program Agreement is subject to review and sign-off by the County Attorney's Office.

PERSONNEL:

All work associated with this Recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts. The project and Agreement are in compliance with the SHIP LHAP and the property owner meets all eligibility guidelines for assistance under this program.

IMPLEMENTATION/COORDINATION:

The Neighborhood Enterprise Division will submit the Purchase Order and will have administrative oversight of the project.

Attachments

Ex I-4960 Kimberly Dr Bid

Ex II-Bid Tabulation 4960 Kimberly

Ex III-SHIP Housing Rehab Agreement

EXHIBIT I

VendorRegistry

Expired Solicitation

Manage expired solicitation

Expired Solicitations / Expired Solicitation

REOPEN COPY ANALYTICS QUESTIONS SET TO 'IN REVIEW'

Status: Deadline Expired

Solicitation: S-R-2020-1

Solicitation Request: NED,SHIP SINGLE FAMILY HOUSING REPAIR PROJECT FOR ROBRT S RUAIS

Deadline: 11/8/2019 12:00 PM (Central Time)

Pre-Solicitation Meeting-Date: 11/1/2019 10:00 AM (Central Time)

Pre-Solicitation Meeting-Details: There will be a mandatory on site pre-bid conference held at 4690 Kimberly Drive Friday, November 01, 2019 at 10:00 a.m.

Description:
NED,SHIP single family repair project for Robert S Ruais located at 4690 Kimberly Drive, Pensacola, Florida 32526. Repairs include roof replacement, window and door replacement, vinyl siding, electrical and plumbing upgrades.

Allow Online Bid Submittal: No

Products and Services Keywords:

- painting, maintenance and repair including caulking
- home construction, single family
- Maintenance and repair, residential buildings including single family

Products and Services:

- Home Construction, Single Family
- Maintenance And Repair, Residential Buildings (Incl. Single Family Homes And Apartments)
- Painting, Maintenance And Repair Services (Including Caulking)

Documents:

- SHIP Housing Repair Specs R. Ruais.pdf
- Ruais pre-bid.pdf

Notified Vendors:

- 10/25/2019 - 850 Paint Pro (rick850@gmail.com)
- 10/25/2019 - Allstop Waterproofing, LLC (david@allstopwaterproofing.com)
- 10/25/2019 - Andala Enterprises, Inc. (johnralls@rallslawfirm.com)
- 10/25/2019 - Arkitektura Development Inc (bethacontreras@gmail.com)
- 10/25/2019 - B2W Home Repair (b2wrepair@gmail.com)
- 10/25/2019 - Baughn Renovations, LLC (oran@baughnrenovations.com)
- 10/25/2019 - Baughn Renovations, LLC (RANDY@BAUGHNRENOVATIONS.COM)
- 10/25/2019 - Bill walther construction (billwaltherconstruction@gmail.com)
- 10/25/2019 - Birkshire Johnstone, LLC (chris@birkshirejohnstone.com)
- 10/25/2019 - Birkshire Johnstone, LLC (melissa@birkshirejohnstone.com)
- 10/25/2019 - Blue Team Restoration (Jrobards@bbmkcontracting.com)
- 10/25/2019 - Blue Team Restoration (kcox@bbmkcontracting.com)
- 10/25/2019 - Chris Perritt LLC (chrp4x4@aol.com)
- 10/25/2019 - Citrus Sandblast (brandon@citrussandblast.com)
- 10/25/2019 - Coastal Cottage Concierge (coastalc3@gmail.com)
- 10/25/2019 - Construction Bid Source (chin@constructionbidsource.com)
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- 10/25/2019 - Curley Construction of NW FL Inc (c2144@cox.net)
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- 10/25/2019 - Empire Builders Group Inc (estimator@empirebuildersgroup.com)
- 10/25/2019 - Emry Construction LLC (emryconstruction@gmail.com)
- 10/25/2019 - Enterprise Pals, Inc. (nazim@enterprisepals.com)
- 10/25/2019 - Evan Chase Construction, Inc. (evanchaseconstruction@gmail.com)
- 10/25/2019 - Grand Service Company, LLC. (gsc7149@gmail.com)
- 10/25/2019 - Grand Service Company, LLC. (markg7149@gmail.com)
- 10/25/2019 - Green Group Environmental, LLC (brian@greengroupenvironmental.com)

- 10/25/2019 - Greenhut Construction (randy@greenhut.com)
- 10/25/2019 - Homes By Vets (eric@homesbyvets.com)
- 10/25/2019 - Huey's Works Corporation (admin@hueysworks.com)
- 10/25/2019 - Infrastructure Specialty Services (kirk@issglobalservices.com)
- 10/25/2019 - Infrastructure Specialty Services (tammy@issglobalservices.com)
- 10/25/2019 - J Green Construction Services, Inc. (jon@jgreenconstruction.net)
- 10/25/2019 - Jire PPE & Jr construction Company LLC (demetrioroofing@gmail.com)
- 10/25/2019 - JSX Incorporated (jsparks@jsxcorp.com)
- 10/25/2019 - KWOIN CONSTRUCTION CORPORATION (aarchie@aol.com)
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- 10/25/2019 - MCNORTON MECHANICAL CONTRACTORS (sean@mcnortonhvac.com)
- 10/25/2019 - MD Moore Homes Inc. (mdmoorehomes@gmail.com)
- 10/25/2019 - Mike Motes Builders LLC (amotes6912@aol.com)
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- 10/25/2019 - Reasor Building Group (matt.hall@rbg8a.com)
- 10/25/2019 - Reisch Development and Construction Services, LLC (peggy@reischco.com)
- 10/25/2019 - Renaissance BCI (jack@renaissance-bci.com)
- 10/25/2019 - Reyco Contracting Solutions LLC (vgarrett@reycocontracting.com)
- 10/25/2019 - Reyco Contracting Solutions LLC (vreynoso@reycocontracting.com)
- 10/25/2019 - Rockwell Corporation (rockwellcorporation@gmail.com)
- 10/25/2019 - Sessions Incorporated (sessionsincorporated@gmail.com)
- 10/25/2019 - Southern Lifestyle Development Company (chris@rrcoa.com)
- 10/25/2019 - Southern Lifestyle Development Company (derek@rrcoa.com)
- 10/25/2019 - Sunbelt Rentals (Brent.McCurry@sunbeltrentals.com)
- 10/25/2019 - Sunbelt Rentals (matt.rolfe@sunbeltrentals.com)
- 10/25/2019 - Team Synergy, LLC. (deanjacobs@teamsynergyllc.org)
- 10/25/2019 - Terry's Paint & Body Inc. (hbrowser@aol.com)
- 10/25/2019 - Three Palms Construction and Development, Inc. (Ben@threepalmsfl.com)
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- 10/25/2019 - Vantage Construction Group (aimee@vantageconstructiongroup.com)
- 10/25/2019 - Vantage Construction Group (doug@vantageconstructiongroup.com)
- 10/25/2019 - Wharton-Smith, Inc. (estimatinggulf@whartonsmith.com)
- 10/25/2019 - Wide Range Home Repair & Tractor Services (widerangehomerepair@gmail.com)
- 11/4/2019 - 850 Paint Pro (rick850@gmail.com)
- 11/4/2019 - Allstop Waterproofing, LLC (david@allstopwaterproofing.com)
- 11/4/2019 - Andala Enterprises, Inc. (johnralls@rallslawfirm.com)
- 11/4/2019 - Arkitektura Development Inc (bethacontreras@gmail.com)
- 11/4/2019 - B2W Home Repair (b2wrepair@gmail.com)
- 11/4/2019 - Baughn Renovations, LLC (oran@baughnrenovations.com)
- 11/4/2019 - Baughn Renovations, LLC (RANDY@BAUGHNRENOVATIONS.COM)
- 11/4/2019 - Bill walther construction (billwaltherconstruction@gmail.com)
- 11/4/2019 - Birkshire Johnstone, LLC (chris@birkshirejohnstone.com)
- 11/4/2019 - Birkshire Johnstone, LLC (melissa@birkshirejohnstone.com)
- 11/4/2019 - Blue Team Restoration (Jrobards@bbmkcontracting.com)
- 11/4/2019 - Blue Team Restoration (kcox@bbmkcontracting.com)
- 11/4/2019 - Chris Perritt LLC (chrp4x4@aol.com)
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Need help? Contact our Government Support Team at 844-247-4220 (toll-free) or email: buyersupport@vendorregistry.com

Neighborhood Enterprise Division (NED) Housing Repair Program

Public Notice of Recommended Award

Bid Tabulation

Bid Opening Date: 11/12/19
Bid Opening Time: 2:30 PM
Bid Opening Location: 221 Palafox Place, Suite 200

Solicitation Number: NED S-R-2020-1
Solicitation Name: NED SHIP Single Family Housing Repair Project for Robert S. Ruais

AGENCY NAME	BASE BID	ALTERNATE 1	ALTERNATE 2		GRAND TOTAL
Mike Motes Builders LLC	$42,725.00	$9,500.00	$18,000.00		$70,225.00
David Griffin	$44,600.00	$4,600.00	$12,200.00		$61,400.00
Design Homebuilders	$47,120.00	$4,500.00	$11,400.00		$63,020.00

Bids Opened By: George Bell, NED
Bids Witnessed By: Christine Crespo, NED; Harold Coats, Clerk of Court (COC); Ashley Dodds, COC

Neighborhood Enterprise Division recommends to the BOCC to award a contract to Mike Motes Builders, LLC for the base bid of $42,725

Status: Under Review
BCC Meeting Date: 12/5/2019

EXHIBIT III

SHIP HOUSING REHABILITATION SERVICES PROGRAM AGREEMENT

THIS AGREEMENT is made and entered into by and between _ROBERT RUAIS__ (hereinafter referred to as "Owner"), and _MIKE MOTES BUILDERS, LLC____ (hereinafter referred to as "Contractor"), and Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County").

W I T N E S S E T H:

WHEREAS, the County, acting by and through the Neighborhood Enterprise Division (hereinafter referred to as "NED"), has established the **SHIP Housing Rehabilitation Services Program** (hereinafter referred to as the "Program") to provide loans to qualified income eligible property owners to fund repairs to homestead property; and

WHEREAS, the Owner submitted an application with the NED for a SHIP Housing Rehabilitation Services loan to fund certain repairs as provided herein; and

WHEREAS, the Contractor was selected by competitive bid to complete said repairs as provided herein; and

WHEREAS, the parties hereto wish to define their rights and responsibilities as it relates to the Program.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

Section 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.

Section 2. Scope of Work. The Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the renovation and rehabilitation of the subject property located at __4960 Kimberly Drive, Pensacola, FL 32526__ (hereinafter referred to as "Project"), in accordance with the *Scope of Work*, attached hereto as **Exhibit A**. In the event there is any conflict between the provisions of this Agreement and the provisions of any other contract documents, the provisions of this Agreement shall in all cases prevail.

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 an amount not to exceed the total sum of $42,725 [comprised of $28,900 in SHIP funds and $13,825 in Affordable Housing funds] (hereinafter referred to as the "Contract Amount") for the completion of the Project in accordance with the Scope of Work referenced above.

Section 4. Method of Payment. If the Contract Amount is $15,000 or less then the County shall issue payment to the Contractor in a single lump sum upon satisfactory completion of the Project. If the Contract Amount exceeds $15,000 then the County shall issue two payments to Contractor as follows: 40% of the Contract Amount will be paid when 50% of the scope of work is certified complete by NED; the remaining 60% of the Contract Amount will be paid upon full completion of the scope of work and acceptance by NED.

Contractor may request payments by the submission of a properly executed original invoice with appropriate supporting documentation. Payments will be made within fifteen (15) calendar days of the date of approval by the Clerk of the Circuit Court. All payments will be provided to the Contractor directly from the Clerk of the Circuit Court's office by mail or direct deposit as determined by the Contractor.

Contractor's acceptance of payments hereunder 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 inspection.

The County may decline to approve payment(s), or portions thereof, to such extent as may be necessary in the County's opinion to protect it from loss due to: (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 Agreement.

All payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

Section 5. Bonds. If the Contract Amount exceeds $25,000, the Contractor shall provide *Performance and Payment Bonds*, in the form prescribed in **Exhibit B**, in the amount of 100% of the Contract Amount. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to County; provided; however, the surety shall be rated as "A-" (excellent) or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders' surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

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.

Pursuant to §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 6. Notice to Proceed. The County/NED shall issue a written Notice to Proceed to the Contractor within **thirty (30) calendar days** from the date of award. Contractor shall commence work within **seven (7) calendar days** from the Commencement Date specified in the Notice to Proceed. No work shall be performed at the Project site prior to the Commencement Date.

Section 7. Contract Time and Liquidated Damages. Time is of the essence in the performance of the work under this Agreement. The Project shall be substantially complete within **thirty (30) calendar days** from the Commencement Date specified in the Notice to Proceed. Should Contractor fail to substantially complete the Project within the time period noted above, County shall be entitled to assess, as liquidated damages, but not as a penalty, **$50.00** for each calendar day thereafter until substantial completion is achieved.

The Project shall be deemed to be substantially complete on the date that the County/NED certifies in writing that the Project has been completed in accordance with the contract documents, so that the Project can be utilized for the purposes for which it is intended. Along with such certification, the County/NED 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 inspection and issuance of a final Certificate of Payment as provided in **Section 11** below.

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 actual damages at the time of contracting if Contractor fails to substantially complete the Project in accordance with the progress schedule.

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 8. Delays. Should Contractor be obstructed or delayed in the prosecution of or completion of the work as a result of the Owner’s unreasonable interference or other 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/NED 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.

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 9. Change Orders. After the execution of this Agreement, no change in the scope, quantity, or quality of work will be undertaken without the prior written approval of the County/NED. Any changes requested by the Owner or Contractor must be submitted in writing to the County/NED and must detail all proposed work and cost. The Owner or Contractor's preference shall not be cause for a Change Order. Furthermore, the Contractor shall not be entitled to additional compensation as a result of the Contractor's failure to properly evaluate the extent of the work, as related to the work specifications.

The County/NED shall have the right at any time during the progress of the work to increase or decrease the work. After being notified of an authorized 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 the County/NED, and the County/NED shall not be liable to the Contractor for any increased compensation without such written order.

A *Change Order*, in the form attached as **Exhibit C** to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor, Owner, and the County/NED 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 the County/NED, Owner, and Contractor shall mutually agree. The Owner shall execute a Modification of Mortgage and/or Lien, as appropriate, which coincides with any cost increase or decrease resulting from the Change Order.

Section 10. Project Site Protection. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the work. Upon 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.

Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery 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.

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 11. **Final Completion.** The Contractor shall provide the County/NED with written notice that the Project is complete and ready for final inspection, and the County/NED shall promptly make such inspection.

After the Project is ready for final inspection by the County/NED, the Contractor shall submit to County: (1) a *Release and Affidavit* in the form attached as **Exhibit D;** (2) if requested by County/NED, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Agreement, to the extent and in such form as may be designated by County; and (3) Owner's Final Release and Warranty. County reserves the right to inspect the work and make an independent determination as to the work's acceptability.

If the County/NED finds the work acceptable and fully performed in accordance with the Contract Documents and upon receiving the documentation described above, the County/NED shall promptly issue a final *Certificate 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 Agreement and that any remaining balance due the Contractor is due and payable. If Owner does not consent to sign Homeowner's Final Release and Warranty, the County/NED, after documentation of acceptable completion of work and reasonable effort to secure signoff from the Owner, shall cause final Certificate for Payment to be issued to the Contractor.

Section 12. **Tests and Inspections.** The County/NED, its respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the work, whether performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide County with timely notice of readiness of the work for all required inspections, tests or approvals.

If the Agreement 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 therefor, pay all costs in connection therewith and furnish County the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the County.

If any work that is to be inspected, tested or approved is covered without written concurrence

from the County, such work must, if requested by County, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given County timely notice of Contractor's intention to cover the same and County has not acted with reasonable promptness to respond to such notice. If any work is covered contrary to written directions from County, such work must, if requested by County, be uncovered for County's observation and be replaced at Contractor's sole expense.

The County/NED, or other County officials as may be duly authorized by the NED, reserves the right to place inspectors at the Project site in order to ensure proper expenditure of the funds provided under this Agreement. The County/NED does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the County/NED shall not act in a supervisory capacity during the course of the Project.

Section 13. Reports. Contractor shall maintain in a safe place at the Project site one copy of the all documents related to the performance of this Agreement, 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.

Contractor shall keep all records and supporting documentation which 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. The County, the Clerk of the Circuit Court/Finance Division, or any duly authorized agents or representatives of County, shall have the right to audit, inspect, and copy all such records and documentation relating to this Agreement 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 14. Defective Work. Work not conforming to the requirements of the Agreement shall be deemed "*defective work*." If required by County, Contractor shall either cure all defective work, whether or not fabricated, installed or completed, or, if the defective work has been rejected by County, remove it from the site and replace it. 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.

If the County considers it necessary or advisable that covered work be observed by County or inspected or tested by others, Contractor, at County's request, shall uncover, expose or otherwise make available for observation, inspection or tests as County may require, that portion of the work in question, furnishing all necessary labor, material and equipment. If it is found that such work is defective work, 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.

If any portion of the work is defective work, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the work to conform to the requirements of the Agreement, County may order Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated; however, this right of County to stop the work shall not give rise to any duty on the part of County to exercise this right for the benefit of Contractor or any other party.

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 Agreement and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective work after final payment, Contractor shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective work.

If Contractor fails, within a reasonable time after the written notice from County, to correct defective work or to remove and replace rejected defective work as required by County, or if Contractor fails to perform the work in accordance with the Agreement, or if Contractor fails to comply with any of the provisions of the Agreement, County may, after **seven (7) calendar 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 possession of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the work all materials and equipment stored at the Project site or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County, and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable County to exercise the rights and remedies under this Section. 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 Agreement, 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 15. Termination.

15.1 Termination for Contractor's Default. 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: (a) fails to begin the work within the time specified herein; or (b) fails to properly and timely perform the work as

directed by the County; or (c) 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 (d) discontinues the prosecution of the work; or (e) fails to resume work which has been suspended within a reasonable time after being notified to do so; or (f) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (g) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (h) makes an assignment for the benefit of creditors; or (i) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the work; or (j) materially breaches any other provision of the Agreement.

The County/NED shall notify Contractor in writing of Contractor's default(s). If County/NED determines that Contractor has not remedied and cured the default(s) within **seven (7) calendar days** following receipt by Contractor of said written notice of default, the County/NED 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.

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 attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, and this obligation for payment shall survive termination of the Agreement.

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 therefor 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.

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.

15.2 Termination for Owner's Default. The Owner shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, if the Owner: (a) cancels the Project after the Owner's Right to Rescind has expired; (b) fails to allow necessary ingress and egress on the subject property; (c) if applicable, fails to timely vacate the premises prior to the Project Commencement Date; (d) otherwise obstructs or delays the prosecution of or completion of the work; or (e) materially breaches any other provision of the Agreement.

The County/NED shall notify Owner in writing of Owner's default. If County/NED determines that the Owner has not remedied and cured the default within **seven (7) calendar days** following receipt of said written notice of default then the Agreement may be terminated by the County/NED.

Any Project costs incurred prior to the date of termination or Project funding advanced to the Owner or paid on the Owner's behalf, including, but not limited to, temporary relocation payment, moving/storage payment, title search fee, procurement costs, permit fees, work completed by Contractor as of the date of termination, and costs incurred for special order materials, etc.) shall be repaid to the County by Owner. Within **thirty (30) calendar days** of receipt of the notice of termination, the Owner shall submit a cashier's check to the County for the total amount of any costs incurred and/or funds disbursed under this Agreement through the date of Owner's termination. If Owner fails to return such funds, the County shall place a lien against the subject property for the total amount expended.

15.3 Termination for Convenience. County shall have the right to terminate this Agreement without cause upon **seven (7) calendar days'** written notice of termination to Contractor and Owner. 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, 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. The Owner shall not be liable for any Project costs incurred through the date of termination but shall return any unencumbered funds advanced to the Owner.

15.4 Termination for Lack of Funding. The parties acknowledge that this Agreement is based upon the availability of SHIP funds, and the County/NED reserves the right to cancel same upon providing **seven (7) calendar days'** written notice to Contractor and Owner should funding cease to be available. In the event of such termination for lack of funding, the Contractor will be paid for the work completed as of the contract termination date. The Owner shall not be liable for any Project costs incurred through the date of termination but shall return any unencumbered funds advanced to the Owner.

15.5 Notice of Suspension. County shall have the right to suspend all or any portions of the work upon providing Contractor **two (2) calendar days'** 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 Agreement. 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 16. **Indemnification.** To the extent permitted by law, the Contractor and Owner covenant and agree to, and do hereby indemnify and hold harmless and defend the County, NED, the U. S. Department of Housing and Urban Development, and the State of Florida and their agents, directors, and employees, from and against any and all claims for injuries or damages to persons or property of whatsoever kind or character, whether real or asserted, arising out of this agreement or the work to be performed hereunder.

Section 17. **Insurance.** The Contractor and any subcontractors who may perform work in connection with this Project are required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.

(b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Florida statutory Workers' Compensation or proof of exemption.

If 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.

Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least **thirty (30) calendar days'** notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County Neighborhood Enterprise Division, 221 Palafox Place, Suite 200, Pensacola, FL 32502.

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 Escambia County, 221 Palafox Place, Suite 200, Pensacola, Florida 32502 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.

Neither the Contractor nor any subcontractor shall commence work under this agreement until all insurance required under this section has been secured and such insurance has been approved by the County/NED.

Section 18. **Subcontracts.** The Contractor may subcontract work under this Agreement with the prior written consent of the County. Regardless of any subcontract, the Contractor shall remain responsible for all work performed under this Agreement. The Contractor agrees to be

responsible for the fulfillment of all work included in any subcontract and further agrees to be responsible for payment of all monies due to under any subcontract. It is understood and agreed that the County shall not be liable to any subcontractor for any expenses or liabilities incurred by Contractor under a subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

Section 19. **Independent Contractor Status.** In the performance of this Agreement hereunder, Contractor and Owner shall be independent contractors. Neither Contractor nor Owner shall hold itself out as an employee, agent or servant of the County; and neither shall 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.

Section 20. **Warranty.** Contractor hereby guarantees the improvements detailed in the Scope of Work, attached hereto as **Exhibit A**, for a period of one calendar year from the date of final inspection and acceptance of all work performed pursuant to this Agreement. Should any defects arise during that period, the Owner shall provide written notice to the Contractor and County/NED.

It is further agreed that the Contractor will obtain and assign to the Owner, c/o the County/NED, all express warranties given to Contractor or any subcontractors by any materialmen supplying materials, equipment or fixtures to be incorporated into the Project.

Section 21. **Utilities [CHECK ONE]:**

☐ The Owner will permit the Contractor to use at no extra cost, existing utilities such as lights, electrical power, and water necessary to complete the Project.

☐ The Owner will permit the Contractor to use the water at no extra cost. The Contactor assumes all obligation/liability regarding the electrical power necessary to complete the Project.

Section 22. **Owner's Responsibilities.** The Owner shall at all times cooperate with the Contractor and County to facilitate the performance of the work, including the removal of rugs, draperies, wall coverings, and furniture, when necessary, prior to the commencement of the project. The Contractor is not responsible for removal of Owner's trash and/or discarded belongings or furnishings. The Owner is responsible for reinstallation of area rugs, draperies, wall coverings and/or furniture at project completion unless otherwise specified in the Project Scope of Work. The Owner shall allow and maintain a route of ingress and egress for Contractor's equipment on the subject property. If applicable, the Owner shall timely vacate the premises prior to the Commencement Date of the Project.

Section 23. **Notice to Owner of Florida's Construction Lien Law & Recovery Fund.**

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE

MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

According to Florida Statutes 489.1425 (1) regarding the FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND:

PAYMENT MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS:

Division of Professions
Construction Industry Licensing Board
1940 North Monroe Street
Tallahassee, FL 32399

Section 24. Dispute Resolution. Should a dispute arise between the Owner and the Contractor regarding work performed pursuant to this Agreement that cannot be satisfactorily resolved, the Owner and Contractor agree to participate in the Arbitration Mediation Program provided by the Better Business Bureau (BBB) of Northwest Florida, Inc. to resolve the dispute. The decision of the BBB shall be considered final by the parties. However, this shall in no way prohibit the Owner and/or the Contractor from further appeal.

Section 25. Public Records. The Owner and Contractor acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents related to the performance of this Agreement may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. The Owner and 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. Owner and 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, Owner and Contractor 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 that any party 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 parties, and surety, if any, seven calendar days' written notice, during which period the parties still fail to allow access to such documents, terminate this Agreement. In such case, the Owner and Contractor shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

IF THE OWNER OR CONTRACTOR HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE OWNER AND 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, FL 32502
850-595-4947

Section 26. **Entire Agreement.** This instrument constitutes the entire agreement between the parties and no written or oral agreement of any kind exists to change the provision hereof.

Section 27. **Permits.** The Contractor shall be responsible for obtaining all permits and licenses necessary for the Project. If Contractor performs any work without obtaining, or contrary to, any such permits or licenses necessary for the prosecution of the work, Contractor shall bear all costs arising therefrom. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the work.

Section 28. **Compliance with Laws.** Contractor agrees to comply, at its sole expense, with all federal, state, and local laws, codes, statutes, ordinances, rules, regulations and requirements related to the performance of this Agreement, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety.

Section 29. **Assignment.** 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.

Section 30. **Notices.** Any notices shall be mailed to:

COUNTY:	OWNER:	CONTRACTOR:
Meredith Reeves	Robert Ruais	Mike Motes Builders, LLC
Neighborhood Enterprise Division	4690 Kimberly Drive	4164 Huckleberry Finn Rd
221 Palafox Place, Suite 200	Pensacola, FL 32526	Milton, FL 32583
Pensacola, FL 32502		

All notices shall be sent by certified mail, return receipt requested.

Section 31. **No Discrimination.** The Owner and Contractor shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

Section 32. **No Waiver.** This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

Section 33. **Governing Law.** This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

Section 34. **Severability.** If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

Section 35. **Headings.** 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.

Section 36. **Authority**. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

Signature of Contractor:	**Signature of Owner:**
Firm Name, Address, City, State, Zip:, Mike Motes Builders LLC 4164 Huckleberry Finn Rd Milton, FL 32583	**Name, Address, City, State, Zip:** Robert Ruais 4960 Kimberly Drive Pensacola, FL 32526
FL and County License No.:	
Witness: **Witness:**	**Witness:** **Witness:**
Date of Bid: 11/12/19	**Date of Acceptance:**

ESCAMBIA COUNTY, FLORIDA:

Witness: _____

Witness: _____

By: _____
Janice P. Gilley, County Administrator

Date: _____

EXHIBIT A

SHIP HOUSING REPAIR
ESCAMBIA COUNTY

OWNER:	Robert S. Ruais	**JOB #:**	S-R-2020-1
ADDRESS:	4690 Kimberly Drive	**DATE PREPARED:**	10-23-2019
	Pensacola, Fl 32526	**OPENING DATE:**	10-25-2019
PHONE:	850-293-5258	**CLOSING DATE:**	11-08-2019
		CLOSING TIME:	12:00 noon

I/(we) certify that I/(we) have carefully examined the Housing Repair Specifications and Contractor Requirements related to the above referenced job, as furnished by Escambia County, and I/(we) have also examined the site on which the proposed work is to be performed. On the basis of these examinations, I (we) propose to furnish all materials, tools, machinery and labor necessary to complete the work in a professional, workmanship manner and to complete the work at the prices listed.

$ _____
TOTAL JOB COST

_____
CONTRACTOR'S SIGNATURE

_____
TITLE

_____
FIRM

_____
FIRM PHONE NUMBER

BID OPENING DATE: _____

☐ ACCEPTED ☐ REJECTED

_____
BID COMMITTEE REPRESENTATIVE

REQUIRED PERMITS AND INSPECTIONS: ROOF, DOOR & WINDOWS, PLUMBING, ELECTRICAL and SIDING

Type of Construction:	Wood Frame, Slab	Year Built: 1960
Roof:	31x18x2+14x3x1+28x 15x1+4x2x1	
Ridge:	45 Lineal feet	
Vent a ridge:	38 Lineal foot	
Edge metal:	185 Lineal foot	

All measurements are for reference only and should be confirmed by the bidder

Mandatory on Site Pre-Bid Conference: Friday, November 01, 2019 at 10:00 a.m.

INSTRUCTIONS TO BIDDERS

Submit COVER SHEET AND ALL NUMBERED PAGES OF SPECIFICATIONS with signature of Contractor and bid price in ink. Specifications in pencil will be rejected. Bids must be in a sealed envelope and hand-delivered to Neighborhood Enterprise Division Office, 221 Palafox Place (Ernie Lee Magaha Government Building), Suite 200, Pensacola, FL 32502 office by 12:00 noon at the closing date specified. NO email or fax submissions will be accepted.
The bids will be opened by the Bid Committee and bid will be awarded based upon the lowest eligible bidder with the most reasonable combined bid for the work specified. Itemized pricing may be used for negotiation in the event of a change in the scope of work as described within the Specifications.
Labor, overhead, permits, insurance, and profit must be included into each itemized price and not listed as a separate itemized price or listed under “miscellaneous.” Non-compliance will result in rejection of bid.
All repair work performed must be inspected (rough and final) and conform to County Ordinances, State Laws, and Florida Building Code.
The Contractor is responsible for proper reattachment/hook-up of any/all of the following that apply: appliances, existing coaxial cable, telephone and interface, electric, water, and sewage.

HOMEOWNER’S RESPONSIBILITIES AND OBLIGATIONS

The Homeowner is responsible for maintaining existing utilities for the Contractor’s use during the rehabilitation period.
The Homeowner is responsible for the removal of all belongings/furnishings from the designated work areas prior to the start date. The Contractor is not responsible for removal of Homeowner’s trash and/or discarded belongings or furnishings.

PAYMENT SCHEDULE

Payment will be lump sum at project completion for bids $15,000.00 and under. For bids over $15,000.00, contractor will be eligible for a 40% draw once 50% of the work is completed as determined by the itemized costs for the job.
The Contractor will be eligible for Final Payment after the following conditions have been fulfilled:

- Completion of Write-Up
- Inspection/Sign-off by Building Inspections and/or Health Department
- Acceptance by the Homeowner (Homeowner’s Release & Warranty)
- Warranty Paper provided to the Homeowner
- Premises free from all construction debris
- Submission of RRP Checklist Form & Contractor’s Final Affidavit
- Original Invoice from Contractor
- Surety’s Consent to Final Payment if applicable

COMPLETION DATE

There is a THIRTY (30) day time limit on this rehabilitation job. For every day worked in excess of the THIRTY (30) day contract period, a FIFTY DOLLAR ($50.00) per day penalty will be assessed.

ESCAMBIA COUNTY NEIGHBORHOOD ENTERPRISE DIVISION
HOUSING REPAIR PROGRAMS
CONTRACTOR REQUIREMENTS

If your firm is awarded the bid for housing repair (SHIP or HUD programs), the following items must be current and on file in order to issue a Purchase Order.

*Current W9 (less than one year old).
*County Vendor Information sheet (less than one year old).
*Worker's Compensation as required by State Law **OR** exemption form.
*Commercial General Liability ($1,000,000 coverage) listing Escambia County as Certificate Holder and additional insured.
*Automobile Liability ($1,000,000 coverage) listing Escambia County as Certificate Holder and Additional Insured.

GL and Auto Liability Certificates must state the following under the Additional Interest:

Escambia County
C/O Neighborhood Enterprise Division
221 Palafox Place
Suite 200
Pensacola, FL 32502-5844

All correspondence should be directed to Neighborhood Enterprise Division, 221 Palafox Place, Suite 200, Pensacola, FL 32502 for review.

***For jobs valued at $25,000 or higher, 100% Performance and Payment Bonds will be required.** Performance and Payment Bond format will be provided.
Contractor will be responsible for the recording of all bonds with Pam Childers, Clerk of The Circuit Court of Escambia County Florida.

Refer to BCC Office of Purchasing Risk Management Guidelines Procedure No: PP-180 (Performance and Payment Bonds) and PP-185 (Risk Management Guidelines) for further details.
[*http://www.myescambia.com/business/purchasing-policies-and-procedures]*

Additionally, Neighborhood Enterprise Division will maintain the following info in the Contractor's file:

*Contractor may not be federally debarred from participating in programs as per www.sam.gov
*State registered or State Certified Contractor License
*Escambia County Competency Board License
*Escambia County Business/Occupational License
*EPA RRP Renovator and Firm Certifications

Firms bidding on Lead Based Paint Abatement jobs must also submit proof of Lead Abatement firm certification.

All information must be current at time of award. IF INFORMATION CANNOT BE PRODUCED IN A TIMELY MANNER, THE COUNTY RESERVES THE RIGHT TO AWARD THE BID TO THE NEXT MOST RESPONSIVE BIDDER.

SHIP Housing Repair Program Specifications
Robert S. Ruais
4690 Kimberly Drive
Pensacola, FL 32526
PAGE 1

GENERAL:

▪ There is no Federal Funding on this project.

- The Homeowner will have the following sample choices, **where applicable:**
- Roof Color 1 choice
- Cornish Color 1 choice
- Siding Color 1 choice

ROOF REPLACEMENT:

Remove existing roof covering to the decking and replace any deteriorated or damaged decking with like, kind and quality of existing materials (figure 256 sf.). Repair/replace roof framing to include rafter tails, rafters and barge rafters approximately 150 lineal feet.
Refasten and certify decking attachment as per Escambia County Building Code.
Install secondary water barrier as per Escambia County Building Code.
Replace existing drip edge with new metal drip edge.
Install 30 year shingle roof on main roof as per manufacturer's specifications.
Install new slant-back vents. Replace gas vent caps and flashing as required.
Replace all boots with new lead or EPDM and metal boots.
Install approximately 38 linear foot of new shingle over ridge vent.
Trim trees over hanging roof to clear roof by approximately 10'.
Remove tree trimming debris from premises.
Roof total $_____

EXTERIOR REPAIRS:

Repair/replace wood Cornish system and prep as required to install new metal fascia, vinyl soffit and freeze on main house.
Repair/replace wall framing as required and install approximately 700 square feet of sheathing to receive new vinyl siding and windows. Install approximately 600 square feet of R-13 insulation walls where existing siding removed on main house.
Install new metal fascia, freeze and vented vinyl soffit with associated trim on house approximately 185 lineal feet.
Install trim metal on porch and carport beams approximately 55 lineal feet.
Install new vinyl soffit on carport and porch ceilings approximately 475 square feet.
Install new vinyl siding over fan fold insulation with associated trim on all gables and chimney approximately 2,000 sq. ft.
Install new aluminum column at front porch.
Install new 3 inch house numbers in a contrasting color on the front of the house.
Detach and reinstall electrical, light fixtures and data cables as required to perform the above described work.
Exterior total $_____

WINDOWS AND EXTERIOR DOORS:

There are nine (9) existing windows that are to be replaced with new retrofit custom windows (windows that are built specifically to fit existing openings). Note that the windows in the bathroom and on the exterior wall of the carport will be eliminated. Detach and reset window AC units. Contractor will not be responsible for condition of the units.

The new windows are to be vinyl framed, insulated (double glazed) single hung window units with low E and impact glazing and fitted with screens.

Windows in the bedrooms are to meet egress requirements as per Escambia County Code.

The egress window openings may require modifications that will include but not limited to opening size.

Replace two (2) entry door units with metal clad hurricane rated insulated 6 panel colonial door units with thresholds, weather stripping and trim on all units.

Front door is to have a peep hole.

Replace out swing storage door unit with metal clad insulated 6 panel colonial door unit with threshold, weather stripping and exterior trim.

Install new screen door at rear entrance matching existing as close as possible with like kind and quality. Detach and reset screen door at front entrance.

New exterior doors will need to be hurricane rated.

Install new dead bolt and lock sets that are keyed alike on all new exterior door units.

Paint exterior of new door units white with exterior grade paint.

Window and door total $_____

TOTAL JOB COST $_____

(TO FRONT COVER)

OPTION 1

Do not include this option in your TOTAL JOB COST

ELECTRICAL:

Upgrade electrical system to 200 amp service, a new breaker box, meter base/power pack and riser will be required.

Install new hardwired smoke/carbon dioxide detectors with battery back-up as required per Escambia County Code.

Replace/install GFI's as required by Escambia County Code.

Option 1 total $_____

OPTION 2

Do not include this option in your TOTAL JOB COST

BATHROOM:

Remove existing walls, sink, toilet, medicine cabinet, tub and door unit.
Install walk in shower in hall bath with surround model Aquatic AX160304PSTR-WH or equivalent.
Install GFI's in bathroom as required by Escambia County Code
Replace existing wall mounted fixture in the bathroom with a Hampton Bay Hollywood Model 5900-SN or equivalent.
Install new exhaust fan rated at a minimum of 70 CFM and Energy Star Qualified in bathroom vented to the atmosphere as per Escambia County code.
Install drywall and finish to texture. Texture walls and ceiling.
Install new door unit with trim and lock set.
Install three 1 1/2" diameter grab bars in shower area as per ADA recommendations.
Install new wall hung sink.
Install 1 new Delta vanity sink faucet with pop up drain model 520-SSMPU-DST or equivalent.
Install 1 new Delta shower faucet and valve model T13220-SS or equivalent.
Install 1 new Delta hand shower model 51900-SS or equivalent in hall bath.
Install new comfort height American Standard 1.28-GPF toilet model Champion 4 in white or Delta 1.28-GPF toilet model Riosa in white or equivalent with a new seat.
Replace medicine cabinet with like and kind.
Install all new ¼ turn brass valves at new fixtures.
Install all new drain assembly from fixtures to waste.
Install new braided supply lines to toilet and sink.
Prep floor and install new vinyl floor allowing $30.00 per square yard for labor and material.
Install new 3-1/4" wood base and shoe moulding or 1/4 round.
Install new shower rod, toilet paper holder and a new towel bar.
Prep, seal as required and paint walls, ceiling and all painted casework.
Set port-a john on site for duration of project.

Option 2 total $_____

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 ONE (1) year warranty period after substantial completion of the work.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a common law bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penalty sum of this Performance Bond, regardless of the number of suits that may be filed by Obligee.

IN WITNESS WHEREOF, the above parties have executed this instrument this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these premises duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

_____

_____ By:_____

Name:_____

_____ Its:_____

Witnesses as to Principal

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)
Name:_____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

ATTEST:

SURETY:_____
(Printed Name)

_____
_____
_____ _____
Witness (Business Address)

_____
_____ (Authorized Signature)
Witness
_____
(Printed Name)
OR

_____ _____
As Attorney In Fact (Attach Power)
_____
_____ _____
_____
Witnesses (Business Address)

_____
(Printed Name)

_____
(Telephone Number)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)
Name:_____
(Legibly Printed)
(AFFIX OFFICIAL SEAL) Notary Public, State of _____
Serial No., If Any: _____

BOND NO. _____

PAYMENT BOND

BY THIS BOND, We, _____
(Insert name, address and phone number of contractor)
_____ (hereinafter called the "Principal")

and _____ (hereinafter called the "Surety"),
(Insert name)
located at _____, a surety insurer
(Insert address and phone number)
chartered and existing under the laws of the State of _____ and authorized to do business

in the State of Florida, are held and firmly bound unto the Board of County Commissioners for Escambia

County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, (hereinafter called

the "County") in the sum of _____ ($_____) for

payment of which we bind ourselves, our heirs, our personal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal and County have reached a mutual agreement relating to Contract No._____

(hereinafter referred to as the "Contract") as of _____ (the bid award date for projects thereto)

for the purpose of _____
(Insert name of project, including legal description, street address of property and general description of improvement.)
_____

_____

_____

said Contract being made a part of this Bond by this reference.

NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:

1. Performs the contract dated _____, _____, between Principal and County for construction of _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays County all loses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the County sustains because of a default by Principal under the contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the County of any extension of time for the performance of the said Contract, or any other forbearance on the part of the County or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.

2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.

3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to Section 255.05, Florida Statutes.

THIS BOND DATED THE _____ DAY OF _____, 20____ (the date of issue by the Surety or by the Surety's agent and the date of such agents power-of-attorney).

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

_____

_____ By:_____

Name:_____

_____ Its:_____

Witnesses as to Principal

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____

(Signature)

Name:_____

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

ATTEST:

SURETY:_____
(Printed Name)

_____

_____

_____ _____

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

Escambia County
Neighborhood Enterprise Division
221 Palafox Place, Suite 200
Pensacola, FL 32501
Phone: 850.595.0022
Fax: 850.595.0342

CONSTRUCTION CHANGE ORDER SUMMARY

Change Order No: _____ Homeowner(s): _____
Date: _____ Address: _____
_____ _____

The following changes to the above contract are hereby made based upon the following justification:

_____

Change order scope of work (or attach specifications as necessary):

_____

SUMMARY

Original Contract Amount:	
Previous Additions (Change Order No.____)	
Previous Deletions (Change Order No.____)	
Current Contract Amount:	
+ Change Order Amount:	
New Contract Amount:	
Cumulative Percent ( ) Increase ( ) Decrease	

Original Start Date (NTP):	
Original Contract Period:	
Previous Completion Date:	
This Change Order ( ) Increase ( ) Decrease	
New Contract Period	
New Completion Date	

APPROVALS

NOTE: Board of County Commissioners approval is required on any change order that increases the original contract more than 10% or $50,000, whichever is greater.

HOMEOWNER(S):

_____
Homeowner Signature

_____
Print Name Date

_____
Homeowner Signature

_____
Print Name Date

NEIGHBORHOOD ENTERPRISE DIVISION:

_____
Rehabilitation Specialist or Program Director

_____
Print Name Date

_____
Division Manager

_____
Print Name Date

CONTRACTOR:

_____
Signature

_____
Print Name Date

_____
Firm Name

3 Originals: Homeowner, Contractor, File

MODIFIED LIEN AND/OR MORTGAGE MUST ALSO BE COMPLETED BEFORE WORK CAN COMMENCE.

EXHIBIT D

FINAL RELEASE AND WARRANTY

SECTION 1: HOMEOWNER'S RELEASE

I, _____, as owner of the unit located at [**ADDRESS],** certify and accept all work as performed and contracted by, _____ as complete and satisfactory. I hereby authorize final payment to_____ for the work done on this residence**.**

SECTION 2: CONTRACTOR'S OBLIGATION AND WARRANTY

I, _____ as Contractor of record, for the rehabilitation of the above referenced residence, do issue a one (1) year limited labor and material warranty ending_____**.** The warranty covers defects in materials and workmanship, which occur during normal use. I, _____ **(owner)** acknowledge that routine homeowner maintenance and/or problems caused by neglect, abuse, or improper use are not covered by this warranty. Further, after the warranty expiration date, neither the County, nor the Contractor, shall be responsible for any further work related to this Contract.

SECTION 3: HOMEOWNER/ESCAMBIA COUNTY OBLIGATIONS

As the Contractor has completed his/her contract, the Homeowner, upon acceptance of same, now causes final payment to be made to the Contractor. The Homeowner fully understands that the Contractor is the sole responsible party for the one (1) year warranty as specified in Section 2 of this agreement. The Homeowner understands that it is his/her responsibility to contact the Contractor regarding necessary warranty work. Only after documented efforts by the Homeowner will Escambia County become involved with warranty issues/disputes. Failure of the Contractor to respond to legitimate warranty requests will cause Escambia County/NED to sanction said Contractor.

DATE: _____

_____ _____

HOMEOWNER

_____ _____

CONTRACTOR ESCAMBIA COUNTY REPRESENTATIVE

3 originals: Homeowner, Contractor, NED

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17216 **County Administrator's Report 13. 33.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/05/2019
Issue: Approval to Issue Fiscal Year 2019-2020 Purchase Orders in Excess of $25,000
From: William Powell, Director, Corrections
Organization: Corrections
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Issuance of Fiscal Year 2019-2020 Purchase Orders, in Excess of $25,000, for the Corrections Department - William R. Powell, Director of Corrections.

That the Board, for Fiscal Year 2019-2020, approve the issuance of blanket and/or individual Purchase Orders, in excess of $25,000, based upon previously awarded Contracts, contractual Agreements, or annual requirements for the Corrections Department, as follows:

	Vendor/Contractor	Amount	Contract Number
	The Transition House, Inc. Vendor Number: Residential Substance Abuse Treatment Program Fund: 111 (Detention/Jail Commissary) Cost Center: 290406 (Detention/Jail Commissary) Amount: $100,000	$100,000 (RSAT Grant $75,000, County $25,000)	PD 18-19.073

BACKGROUND:

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

BUDGETARY IMPACT:

Funding: Fund 111, Detention/Jail Commissary, Cost Center 290406,
Detention/Jail Commissary - $25,000,
RSAT Grant - $75,000

LEGAL CONSIDERATIONS/SIGN-OFF:

NA

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article 11, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

NA

Attachments

PD 18-19.073
RSAT-Cert of Acceptance

AGREEMENT FOR PROFESSIONAL SERVICES (PD 18-19.073)

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"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and The Transition House, Inc. (hereinafter referred to as "Contractor"), a Florida not-for-profit corporation authorized to conduct business in the State of Florida, FEI/EIN 59-3208913, whose principal address is 3800 5th Street, St. Cloud, FL 34769.

WITNESSETH:

WHEREAS, on May 28, 2019, the County issued a Request for Proposals (PD 18-19.073) seeking a licensed provider to provide Residential Substance Abuse Treatment Program for inmates in the custody of the Escambia County Department of Corrections; and

WHEREAS, the Contractor was the most responsive and responsible provider proposing to provide such services; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of such services as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein and other good and valuable consideration, the Contractor and the County agree as follows:

1. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. The term of this Agreement shall commence on October 1, 2019, and continue for a term of thirty-six (36) months expiring on September 30, 2022. Upon mutual agreement of the parties, this Agreement may be renewed for two additional twelve (12) month terms. The total duration of this Agreement, including the exercise of all options to renew/extend, shall not exceed the duration of sixty (60) months.

3. Scope of Services. Contractor agrees to perform in accordance with the Scope of Services set forth in Escambia County's *Request for Proposals for Residential Substance Abuse Treatment Program, Specification No. P.D. 18-19.073*, attached hereto as **Exhibit A**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Compensation. In exchange for Contractor's provision of the scope of services referenced above, County shall pay Contractor the following hourly rates:

Service	Unit Hourly Rate
Psychological Assessment	$225.00
Individual Counseling Session	$125.00
Group Counselling Session (2 hours p/session)	$55.00
Education Group Session (2 hours p/session)	$50.00

The volume of services required by the County per month may fluctuate, and no minimum number of service hours will be guaranteed during the term of this Agreement.

5. Method of Payment/Billing. Contractor may request payment from County by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of services performed with appropriate supporting documentation. Invoices shall be submitted in duplicate to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place, Suite 140
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 (the "Act").

6. 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 Contractor shall be paid for services provided through the date of termination, but Contractor shall not be entitled to any other recovery against County.

7. Indemnification. Contractor shall indemnify, defend, and hold harmless Escambia County, and its officers, directors, employees and affiliates, from and against any liability, loss, cost, or expense including, without limitation, reasonable attorney's fees, arising out of or in connection with the negligence, recklessness, or wrongful misconduct of Contractor, its employees or agents, whether or not the same constitutes a breach of this Agreement or is committed in the course of performing the Contractor's duties hereunder. 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 Escambia County's indemnification right under 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 the County's exclusive remedy.

8. Insurance. During the term of this Agreement, Contractor shall procure and maintain, at its sole expense, the following insurance:

(a) Commercial General Liability, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.

(b) Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Professional Liability with $1,000,000 per occurrence minimum limit.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease.

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.

Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies except Workers' Compensation. Certificates of Insurance shall be provided to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

9. 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: The Transition House, Inc.
Attention: Thomas Griffin
3800 5th Street
St. Cloud, FL 34769

To: Escambia County
Attention: County Administrator
221 Palafox Place
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

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.

11. 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

12. 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.

13. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

14. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement.

15. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

16. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

17. Authority. Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with any a duly adopted action of the

governing board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Witness

Witness

By: _____
Janice P. Gilley, County Administrator

Date: 8-13-19

BCC Approved: August 15, 2019

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 07-31-2019

CONTRACTOR:
THE TRANSITION HOUSE, INC.

Attest:

By: _____
Thomas Griffin, CEO/President

Date: 8/8/19

_____
Corporate Secretary

[SEAL]

WITNESS

WITNESS

ESCAMBIA COUNTY
FLORIDA

REQUEST FOR PROPOSALS

RESIDENTIAL SUBSTANCE ABUSE TREATMENT (RSAT) PROGRAM
SPECIFICATION NUMBER PD 18-19.073

RESPONSES WILL BE RECEIVED UNTIL: 2:00 PM CST, June 26, 2019
Office of Purchasing,
Room 11.101, 213 Palafox Place 2nd Floor, Pensacola, FL 32502
Matt Langley Bell, III Building
Post Office Box 1591
Pensacola, FL 32597-1591

Board of County Commissioners
Lumon J. May, Chairman
Steven Barry, Vice Chairman
Douglas Underhill
Robert D. Bender
Jeff Bergosh

From:
Paul R. Nobles
Purchasing Manager

Assistance:
Jeffrey Lovingood
Purchasing Coordinator
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 ACCOMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing (850-495-4980) 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.

ESCAMBIA COUNTY, FLORIDA
REQUEST FOR PROPOSALS
RESIDENTIAL SUBSTANCE ABUSE TREATMENT (RSAT) PROGRAM
PD 18-19.073

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PART I GENERAL INFORMATION

All submittals to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Submittals of proposals may be mailed to 213 Palafox Place, 2nd Floor Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a **sealed envelope clearly marked:**

> Specification Number PD 18-19.073, "Residential Substance Abuse Treatment (RSAT) Program," "Name of Submitting Firm," "Time and Date due".
> Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.

Regardless of the method of delivery, each submitter shall be responsible for his submittals being delivered on time as the County assumes no responsibility for same. Submittals received after the time set for solicitation closing will be rejected and returned unopened to the submitter.

Escambia County is a political subdivision of the State of Florida. It is governed by an independent elected five members Board of County Commissioners. The Board is elected by single member District vote for staggered terms. In Addition, the County has five Constitutional Officers, each elected by county-wide vote. The five Constitutional Officers of the County are: the Property Appraiser, the Sheriff, the Supervisor of Elections, the Clerk of the Circuit Court and the Tax Collector.

The Board appoints a County Administrator to administer the affairs of the County. In addition, the Board appoints a County Attorney to render legal advice to the Board of County Commissioners.

The following policy will apply to all methods of source selection:

Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

Definitions

Blackout period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

Sanctions

The Board may impose any one or more of the following sanctions on a non-employee 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.

1-1 PURPOSE

The intent of this Request for Proposal (RFP) is to seek competitive proposals from qualified experienced bidders for the provision and operation of a residential substance abuse treatment (RSAT) programs for the Escambia County Corrections Department.

1-2 BACKGROUND

The Escambia County Correction's Department is responsible for the care, custody, and control of the population housed within its facilities. The average daily population for the facilities requesting service via this RFP are approximate and can average between 1,400 and 1,600 offenders. Escambia County is currently in the process of designing and constructing a correctional facility to replace their Central Booking and Detention facility which was destroyed in 2014. Until the new facility is completed, the Escambia County Jail houses offenders at the following locations:

Name of Facility	Location of Facility	Average Daily Population of "Jail" Offenders (FY2018)
Escambia County Main Jail	2935 North L Street Pensacola, Florida 32501	920
Escambia County Work Release Facility	1211 West Fairfield Drive Pensacola, Florida 32501	290
Escambia County Work Annex	601 County Road 297A Cantonment, Florida 32533	236

Upon completion of the new facility (expected completion is April 2020), there are some anticipated adjustments to the ADP of the facilities listed above. Below is the projected headcounts once the new facility is completed.

Facility Name	Facility Address	Projected Average Daily Population (April 2020)	Housing Designation
Main Jail+ New Facility	2935 North L Street, Pensacola, Florida 32501	1,334	Minimum to High Maximum
Work Release Facility	1211 West Fairfield Drive, Pensacola, Florida 32501	100	Minimum
Work Annex	601 County Road 297A, Cantonment, Florida 32533	236	Minimum

As of December 2018, Escambia County has the 12th largest County Jail population in Florida. In 2018, 16,924 bookings were conducted, and the total daily population averaged 1,670 inmates. At any given time approximately 25% of the population is incarcerated on drug related charges.

1-3 PRE-SOLICITATION CONFERENCE

To ensure potential proposers have full understanding of the RFP requirements and current facility system operation, a non-mandatory pre-solicitation conference will be held at:

Escambia County Office of Purchasing
213 Palafox Place, 2nd Floor
Pensacola, FL 32502
Date/Time: June 12, 2019 at 2:00 PM CDT

1-4 SCOPE OF SERVICES

Target Population:

The substance abuse treatment program shall provide evidence-based treatment and practices for fifty (50 to seventy (70) adult male inmates, and twenty-five (25) to thirty-five (35) adult females inmates annually identified as in-need of substance abuse treatment. The participants may be housed at either the main Jail, Work Release Facility, or Work Annex.

Note: Escambia County Drug Court participants cannot be included in this program.

Program Services:

Program services shall be provided to those housed at the Main Jail, Work Release Facility, and Work Annex. RSAT Program services shall be a minimum of sixty (60) days and include but not be limited to the following elements:

A. Psychological Assessment shall be face-to-face interviews for the purposes of data collection of educational, employment, criminal, medical, family, substance abuse, and mental health histories to assist in the determination of the inmate's appropriateness for the program.

B. Individual Counseling: Counselor shall provide individual face-to-face contact via one-hour sessions per inmate per month, to review progress and work on

treatment plan goals and objectives.

C. Group Counseling shall be offered three (3) times per week, fifty-two (52) weeks per year, and each session shall be two (2) hours in length.

D. Education Programs shall be offered two (2) times per week, fifty-two (52) weeks per year, and each session shall be two (2) hours in length.

E. Relapse Prevention: Counselor shall provide inmates with an awareness of common relapse warning signs and an opportunity to individually identify high relapse risk situations.

F. Follow-up Services: Upon release, Provider shall continue case management services and track program participants for a period of three (3) months and shall ensure in-patient placement if necessary.

Program Schedule:

The County will work with the Contractor to identify days and times and work for both the provider and the County. It should be noted that services provided to the Work Annex must be rendered during evening hours once the crews have returned to the facility.

The County reserves the right to alter classes based upon facility needs and programming schedules may vary based upon the constraints of the facility.

Reporting Requirements:

The Contractor shall maintain records on each inmate and provide those records to designated County staff on a monthly basis.

Required Outcomes:

The following outcome measures shall be implemented to measure the effectiveness of the RSAT Program:

Outcome 1:	Number of participants in the RSAT Program
Services:	Individual counseling, group counseling, and education programs
Outcome 2:	Successful completion of the RSAT Program
Services:	Individual counseling, group counseling, and education programs
Outcome 3:	Number of intakes per month
Services:	New participants joining the RSAT Program
Outcome 4:	Number of RSAT Program discharges per month
Services:	Participants leaving the RSAT Program
Outcome 5:	Number of graduates per month
Services:	Successful completion of the RSAT Program

1-5 VENDOR QUALIFICATIONS

Qualification of Firm

Escambia County requires that each firm responding to this Request for Proposals identify its qualifications as they relate to the services required. The information provided shall specifically include at least five (5) references, of which a minimum of two (2) shall have governmental entity experience similar to the work being requested in this RFP. Each reference shall include the entity name, contact name, address, email address, and telephone number of the person responsible for the program at the reference facility. The proposing firms shall also include the dates the contract began and ended with the reference entity within the last five (5) years. The same client entity shall not be submitted more than once toward a reference.

Qualifications of Staff

A. The proposing firm shall provide an organizational chart that lists all staff contemplated to perform the work, and comprehensive résumés for each which documents the staff member's experience, training, and education in the required consulting services. Staff with experience working with governmental entities should be identified and a list of their projects provided.

B. The Substance Abuse Counselor shall possess a minimum of a bachelor's degree in Human Services, Substance Abuse, Social Work, or a related field from an accredited institution, and a minimum of two (2) years of professional experience in the field, or an associate degree in Human Services or a related field and four (4) years of professional experience in the field. A comprehensive résumé and documentation shall be provided to demonstrate qualification.

C. Supervisory staff shall possess a minimum of a bachelor's degree in Human Services, Substance Abuse, Social Work, or a related field from an accredited institution and four (4) years of professional experience in the field to review and approve all substance abuse treatment and education plans, and all other related documents and materials required to meet State and Local licensing requirements. A comprehensive résumé and documentation shall be provided to demonstrate qualification.

1-6 Technical Approach

A. Provide a detailed description of the Proposer's approach to the project/Scope of Work. The curriculum shall be evidence-based. Proposer shall include how the firm will track and report outcomes and maintain associated program data.

B. Provide methods of program service and program staffing for the following In-Jail Custody services, in accordance with the Scope of Work:

1) Psychological Assessment

2) Individual Counseling

3) Group Counseling

4) Education Programs

5) Relapse Prevention

6) Follow-Up Services

C. Proposer shall include a copy of the firm's policy for HIPPA compliance.

D. Proposer shall provide a signed statement confirming the Proposer's agreement to meet the minimum requirements of this Request for Proposals and the Scope of Work herein.

1-7 Fee Schedule

Each proposer shall complete and submit the Fee Schedule included herein as Attachment A. **The fee shall include ALL costs associated with the performance of the contract including travel and out-of-pocket expenses.**

PART II INFORMATION REQUIRED FROM SUBMITTERS ALL RESPONSES SHALL INCLUDE THE FOLLOWING:

2-1 FORMAT AND CONTENT

The County discourages overly lengthy and costly responses; however, in order for the County to evaluate qualifications fairly and completely, submitters should follow the format set out herein and provide all of the information requested.

Responses shall include the complete name and address of the Proposing firm, and the name, mailing address, and telephone number of the person the County should contact regarding the submittal of RFP response. **Provide one (1) paper copy and one (1) complete submittal on flash-drive or Compact Disc (CD).**

2-2 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.

PART III SELECTION PROCESS AND CRITERIA FOR SELECTION PROCESS

The proposal review process will be initiated through the Selection Review Committee. Based on the decision of the Committee, a recommendation will be taken to the Escambia County Board of County Commissioners for discussion and award of the agreement April 5, 2018.

The criteria used to determine the best value to the County are as follows:

Criteria	Weight
Qualifications of Staff	35
Qualifications of Firm	30
Technical Approach	25
Fee Proposal	10
Total Possible Score	**100**

PART IV SCHEDULE

The following schedule is proposed and shall be adhered to in so far as practical in all actions related to this procurement:

Event	Scheduled Date
Public Notice	May 28, 2019
Non-Mandatory Pre-Solicitation Conference	2:00 PM CDT June 12, 2019
Final Date for Questions	5:00 PM, CST, June 19, 2019
Responses to Questions	June 20, 2019
RFP Responses Due	2:00 PM, CST June 26, 2019
Short-List Meeting	10:30 AM CDT, July 09, 2019
Discussions/Ranking Meeting	1:30 PM CDT, July 16, 2019
1st Negotiations	1:00 PM CDT, August 06, 2019
2nd Negotiations (If Necessary)	2:30 PM CDT August 08, 2019
Recommendation to BCC	September 05, 2019

All questions shall be directed to:

Jeffrey Lovingood
Purchasing Coordinator
Telephone (850) 595-4953
Email: JDLovingood@myescambia.com

PART V CONTRACT TERM / RENEWAL / TERMINATION

1. The contract resulting from this RFP shall commence effective upon execution by both parties and extend for a period of thirty-six (36) months. The contract may be renewed for two (2) additional twelve (12) months periods, up to a maximum sixty (60) 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.

2. Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

3. The initiation County department(s) shall issue release purchase orders against the term contract on an "as needed" basis.

4. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.

5. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

6. 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.

7. The contract resulting from this Solicitation may include provisions for price adjustments after twelve (12) months. Written request for price adjustment may be made every twelve

(12) months, no less than 30 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the vendor. All price adjustments shall be reviewed by the County's designated representative. If an adjustment in price is approved, it shall be accomplished by written amendment to this contract and approved by the Board of County Commissioners.

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

13. Recommendation: That the Board approve and award a Contract, per the terms and conditions of PD 18-19.073, Residential Substance Abuse Treatment (RSAT) Program between Escambia County, Florida, and The Transition House, Inc., for a period of 36 months, renewable for up to two additional 12-month periods, for a total of 60 months, for an anticipated annual amount of $110,360 (projected Fiscal Year 2019-2020 Budget).

[Funding: Fund 111, Detention/Jail Commissary; Cost Center 290406, Detention/Jail Commissary; Object Code 53101, Professional Services]

Motion: Move the balance in the affirmative **For Information:** The "balance" refers to Budget/Finance Consent Agenda Items 1 through 23, with the exception of Items 4, 11, 14, and 20, which were held for separate votes. CAR II-21 was also voted on separately.
Made by: Commissioner Underhill **Seconded by:** Commissioner Barry
Disposition: Carried 4-0, with Commissioner Bergosh absent

14. Recommendation: That the Board authorize the County Administrator to sign a Purchase Order for the purchase of five John Deere Gators for the Pensacola Beach Public Works Department, to Smith Tractor Company, Inc., in the amount of $73,936.45, according to the specifications outlined in PD 18-19.085, John Deere Gators (5) for Pensacola Beach Public Works.

[Funding:
Quantity four units charged to Fund 108, Fourth Cent; Cost Center 360105, Fourth Cent Projects; Object Code 56401, Machinery & Equipment - $59,149.16; and

Quantity one unit charged to Fund 001, General Fund; Cost Center 211401, SRI Public Works; Object Code 56401, Machinery & Equipment - $14,787.29;
Total 5 units - $73,936.45]

Specification PD 18-19.085, John Deere Gators (5) for Pensacola Beach Public Works, was issued to 48 dealers around the State of Florida - including local dealers. The solicitation was viewed by 26 firms and downloaded by 21.

Motion: Move the purchase of all five out of Fund 108
Made by: Commissioner Bender **Seconded by:** Commissioner Underhill
Disposition: Carried 3-0, with Commissioner May temporarily out of Board Chambers and Commissioner Bergosh absent

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16545 **County Administrator's Report 9. 0.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 08/15/2019
Issue: Contract Award for PD 18-19.073, Residential Substance Abuse Treatment (RSAT) Program
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Contract Award for PD 18-19.073, Residential Substance Abuse Treatment (RSAT) Program - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following actions:
A. Award a Professional Services at Established Hourly Rates Contract for the Residential Substance Abuse Treatment (RSAT) Program for the Escambia County Corrections Department, per the terms and conditions of PD 18-19.073, Residential Substance Abuse Treatment (RSAT) Program, to The Transition House, Inc., and

B. Authorize the County Administrator to sign the Agreement for the Residential Substance Abuse Treatment Program with The Transition House, Inc. for a period of thirty-six months, renewable for up to two additional twelve-month periods, for a total of sixty months, in the approximate annual amount of $110,360.00 (projected Fiscal Year 2019-2020 Budget).

[Funding: Fund 111, Detention/Jail Commissary; Cost Center 290406, Detention/Jail Commissary; Object Code 53101, Professional Services]

BACKGROUND:

A Request for Proposals (RFP) for PD 18-19.073, Residential Substance Abuse Treatment (RSAT) Program was publicly noticed via Vendor Registry to 19 firms. The solicitation was viewed 22 times and downloaded 12 times. On July 02, 2019, one bid response was received from The Transition House, Inc. Upon review of the solicitation response, the Selection Committee unanimously approved the firm's Scope of Work and fee schedule.

BUDGETARY IMPACT:

Funding: Fund 111, Detention/Jail Commissary; Cost Center 290406, Detention/Jail Commissary; Object Code 53101, Professional Services

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney, Kristin Hual, prepared the Agreement.

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 Agreement. The Escambia County Corrections Department will be the Contract Administrator.

Attachments

Solicitation
Bid Response Transition House
Agreement
Bid Distribution List
Bid Analytics

Escambia County
Clerk's Original

11/7/2019 CABII-7

Residential Substance Abuse Treatment (RSAT) Program

CERTIFICATE OF ACCEPTANCE

The subgrantee, through its authorized representative, acknowledges receipt and acceptance of subgrant award number 2020-RSAT-ESCA-1-D2-003, in the amount of $ 75,000.00, for a project titled, RESIDENTIAL SUBSTANCE ABUSE TREATMENT PROGRAM FOR ESCAMBIA, for the period of 10/01/2019 through 09/30/2020, to be implemented in accordance with the approved subgrant application, and subject to the Florida Department of Law Enforcement's Standard Conditions and any special conditions governing this subgrant.

This subaward requires that the subrecipient adhere to the following:

SUPPLANTING: Federal funds must be used to supplement existing state or local funds for program activities and may not replace state or local funds which have been appropriated or allocated for the same purpose. Federal funds may also not be used to replace state or local funds required by law. In accepting this award the subrecipient certifies that it will not or has not supplanted with federal funds for the approved project.

PROCUREMENT STANDARDS: The subrecipient certifies all procurement transactions will comply with the subrecipient's procurement policy provided the policy is compliant with the requirements set forth in the Office of Management and Budget (OMB) Uniform Requirements, 2 C.F.R. 200.317-326. In the event the subrecipient's procurement policy does not comply with the OMB procurement requirements, the subrecipient ensures all grant-related procurements will be conducted in a manner consistent with the federal standards.

CONFLICT OF INTEREST: Decisions related to use these grant funds must be free from undisclosed personal or organizational conflicts of interest, both in fact and in appearance. The subrecipient certifies the unit of government below is compliant with OMB Uniform Requirements, 2 C.F.R. 200.112, regarding conflict of interest, and will notify FDLE's Office of Criminal Justice Grants, in writing, of any potential conflicts of interest in accordance with this agreement. The subrecipient also agrees to disclose in a timely manner, in writing, all violations of state or federal criminal law involving fraud, bribery, or gratuity violations.

Date: 11/14/19 Verified By:

Lumon J May

(Signature of Subgrantee's Authorized Official)

Date Executed
11/15/19

Lumon J May, Chariman

(Print Name and Title of Official)

Escambia County Board of County Commissioners
(Name of Subgrantee)

November 7, 2019
(Date of Acceptance)

ATTEST: Pam Childers
Clerk of the Circuit Court

By: Deputy Clerk

SEAL

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 10-23-2019

Residential Substance Abuse Treatment (RSAT) Program

CERTIFICATE OF SUBAWARD

Subrecipient: Escambia County Board of County Commissioners

Subrecipient DUNS: 075079673

Date of Award: 09/20/2019

Grant Period: From: 10/01/2019 TO: 09/30/2020

Project Title: RESIDENTIAL SUBSTANCE ABUSE TREATMENT PROGRAM FOR ESCAMBIA

Subgrant Number: 2020-RSAT-ESCA-1-D2-003

Federal Funds: $75,000.00

Matching Funds: $25,000.00

Total Project Cost: $100,000.00

CFDA Number: 16.593

Federal Award Number: 2018--J2-BX-0042

Federal Awarding Agency: U.S. Department of Justice (USDOJ)

Pass-through Entity: Florida Department of Law Enforcement (FDLE)

Research and Development: No

Indirect Cost: No

A subaward agreement is entered into by and between the Florida Department of Law Enforcement (herein referred to as "FDLE" or "Department") and the Escambia County Board of County Commissioners (herein referred to as "Subrecipient");

WHEREAS, the Department has the authority pursuant to Florida law and does hereby agree to provide federal financial assistance to the Subrecipient in accordance with the terms and conditions set forth in the subgrant agreement, and

WHEREAS, the Department has available funds resulting from a federal Residential Substance Abuse Treatment award issued under the Omnibus Crime Control and Safe Streets Act of 1968, as amended, and

WHEREAS, the Subrecipient and the Department have each affirmed they have read and understood the agreement in its entirety and the Subrecipient has provided an executed agreement to the Department.

NOW THEREFORE, in consideration of the foregoing:

A subaward is hereby made to the Subrecipient identified above. The subaward is for the amount and time period specified above.

This award is a cost-reimbursement agreement. Requests for reimbursement must be submitted on either a monthly or quarterly basis, as designated in the Financial Section of the agreement. The Subrecipient must maintain original supporting documentation for all funds expended and received under this agreement in sufficient detail for proper pre- and post-audit and to verify work performed was in accordance with the deliverable(s) and not eligible for payment under another state or federal funding source. Supporting documentation includes, but is not limited to: timesheets, activity reports, paystubs, third-party contracts, quotes, procurement documents, equipment inventory

Residential Substance Abuse Treatment (RSAT) Program

CERTIFICATE OF SUBAWARD (CONTINUED)

records,purchase orders, original receipts, invoices, canceled checks or EFT records, or bank statements, as applicable. Payment shall be contingent upon the Department's grant manager receiving and accepting the invoice and requested supporting documentation.

The Subrecipient must provide Performance Reports on either a monthly or quarterly basis, as designated in the Performance Section of the agreement, to the Department attesting to the progress toward deliverables and to validate the required minimum acceptable level of service performed. Performance Reports are due no later than 15 days after the end of each reporting period.

This award is subject to all applicable rules, regulations, and conditions as contained in the Office of Justice Programs (OJP) Financial Guide, and/or the Office of Management and Budget (OMB) Uniform Grant Requirements (2 C.F.R. Part 200), in their entirety. It is also subject to the standard and special conditions attached and such further rules, regulations and policies as may be reasonably prescribed by the State or Federal Government.

Failure to comply with provisions of this agreement, or failure to meet minimum performance specified in the agreement will result in required corrective action up to and including project costs being disallowed, withholding of federal funds and/or termination of the project, as specified within the terms of the agreement and OMB Uniform Guidance 200.338 - 200.342.

Authorized Official
Rona Kay Cradit
Bureau Chief

9/20/19
Date

This award is subject to the special conditions (if any) prescribed below.

Ref# S41035: WITHHOLDING OF FUNDS: Prior to the drawdown of funds for contractual services, the Escambia County Board of Commissioners must submit a properly executed OJP Subrecipient Contractor Determination Checklist for the selected provider(s) to the Office of Criminal Justice Grants.

Ref# S41036: WITHHOLDING OF FUNDS: Subawards under this agreement must comply with the Office of Management and Budget (OMB) Uniform Requirements, 2 C.F.R. 200.331. Prior to the execution of the tiered subaward and drawdown of funds for contractual services, the Escambia County Board of Commissioners must submit a draft of the contractual agreement with the selected provider(s) to the Office of Criminal Justice Grants.

Ref# S41037: WITHHOLDING OF FUNDS: All pass-through entities must comply with the requirements outlined in the Office of Management and Budget (OMB) Uniform Requirements, 2 C.F.R. 200.331. Prior to the drawdown of funds for contractual services for a tiered subrecipient, the Escambia County Board of Commissioners must submit a copy of their written policies and procedures addressing the award, management and monitoring process for subrecipients to the Office of Criminal Justice Grants.

Ref# S41038: WITHHOLDING OF FUNDS: All pass-through entities must comply with the requirements outlined in the Office of Management and Budget (OMB) Uniform Requirements, 2 C.F.R. 200.331. Prior to the drawdown of funds for contractual services for a tiered subrecipient, the Escambia County Board of Commissioners must submit a copy of the risk assessment and monitoring tool used for provider(s) to the Office of Criminal Justice Grants.

Application for Funding Assistance

Florida Department of Law Enforcement
Residential Substance Abuse Treatment

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duty authorized officers on the date, month and year set out below.

Corrections on this page, including Strikeovers, whiteout, etc. are not acceptable.

State of Florida
Department of Law Enforcement
Office of Criminal Justice Grants

Signature: _____

Typed Name and Title: Rona Kay Cradit, Bureau Chief

Date: 9/20/2019

Subgrant Recipient
Authorizing Official of Governmental Unit
(Commission Chairman, Mayor, or Designated Representative)

Typed Name of Subgrant Recipient: Escambia County Board of County Commissioners

Signature: _____

Typed Name and Title: Lumon J. May, Chairman

Date: 6/6/2019

ATTEST: Pam Childers
Clerk of the Circuit Court
BY: _____ DEPUTY CLERK

Implementing Agency
Official, Administrator or Designated Representative

Typed Name of Implementing Agency: Escambia County Department of Corrections

Signature: _____

Typed Name and Title: Wm. Rich Powell, Chief of Corrections

Date: _____

Approved as to form and legal sufficiency.

By: Kristin D. Hual, SACA

Date: 05-22-2019

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17227 **County Administrator's Report 13. 34.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/05/2019
Issue: Pensacola Delta Enrichment Center Funding
From: Lumon May, District 3 Commissioner
Organization: Commissioner, District 3
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Funding Allocation to Delta Enrichment Center - Commissioner Lumon J. May, District 3

That the Board approve funding, in the amount of $1000, from Commissioner May's Discretionary Fund to sponsor the Pensacola Delta Enrichment Center Debutante Cotillion Ball.

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

BACKGROUND:

The event will be held on Saturday, February 29, 2019, in Pensacola, Florida.

BUDGETARY IMPACT:

As part of the Fiscal Year 2019-2020 Budget approved by the Board, each Commissioner received $50,000 to use at their discretion.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon Board approval, the Budge office will work with Ms. Janice Travis to obtain the necessary paperwork to process payment.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17214 **County Administrator's Report 13. 35.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/05/2019
Issue: Amendment of Agreement for Re-Solicit Operator for Paratransit Services
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Amendment of Agreement for Re-Solicit Operator for Paratransit Services - Tonya Ellis, Director, Mass Transit through Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to execute the Amendment of Agreement for PD 16-17.068, Re-Solicit Operator for Paratransit Services between Escambia County, Florida, and Innovative Transport and Logistics Solutions, LLC, in the amount of $200,000, for year three of the original Agreement in order to offset the increase in vehicle insurance costs to be paid in monthly reimbursements retroactive to October 1, 2019.

[Funding: Fund 104, Mass Transit, Cost Center 320401, Object Code 53401/56404]

BACKGROUND:

On August 17, 2019, the Board approved an Agreement between Escambia County, Florida, and Innovative Transport and Logistics Solutions, LLC, per the terms and conditions of Innovative Transport and Logistics Solutions, LLC, for three years, with two (1) year renewals. Compensation was approved on a trip basis as follows:

	Ambulatory	WheelChair
Year 1	$28.85	$40.72
Year 2	$29.07	$41.03
Year 3	$30.07	$42.46

Year 4	$31.04	$43.82
Year 5	$32.20	$45.46

December 14, 2017, the County also entered into a Lease Agreement for Paratransit Vehicles with the Operator ITL Solutions, LLC. Both the Paratransit Agreement, PD 16-17.068, and the December 2017, Paratransit Vehicle Lease Agreement between Escambia County, Florida, and ITL Solutions require that the operator shall purchase and maintain liability and worker's compensation insurance on the vehicles utilized in providing paratransit services on behalf of Escambia County. Twenty-seven of the paratransit vehicles insured were purchased with Florida Department of Transportation (FDOT) Grant funds. Escambia County and FDOT are contractually required to be identified as additionally insured and certificate holders on the certificate of insurance for the vehicle insurance policy.

On October 1, 2019, ITL Solutions, LLC, contractually notified the Mass Transit Department staff regarding the recent substantial insurance premium increase for the Escambia County Community Transportation paratransit vehicles. County staff and Harold Griffin of ITL Solutions met on several occasions to find a resolution. On October 15, 2019, ITL Solutions' insurance broker, Beck Properties, provided documentation of the certificate of insurance and the insurance premiums to county staff.

The increase for the 2019 insurance policy was $715,330.86, which was much higher than the $227,205.75 for the 2018 insurance premium. The financial effect of the $488,125.11 difference of between the 2018 and 2019 insurance premiums would cause a significant detrimental impact on the ITL Solutions, LLC, who operate the much-needed paratransit services to the most vulnerable citizens of Escambia County.

Mass Transit staff was directed at the November 18th BOCC Meeting to bring the agenda item concerning the vehicle insurance premium to the next board meeting. ITL Solutions, LLC is requesting that Escambia County supplement the payment of the paratransit vehicle insurance premium in the amount of $200,000, to assist in the reduction of the adverse financial impact on the portion the paratransit services for the citizens of Escambia County.

BUDGETARY IMPACT:

Fund 104, Mass Transit, Cost Center 320401, Object Code 53401/56404

LEGAL CONSIDERATIONS/SIGN-OFF:

Amendment of Agreement 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, Finacne, Article II Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Amendment of Agreement.

Attachments

October 15, Beck Properties Email

2019 ITL Solutions Certificate of Insurance

2019 ITL Solutions Vehicle Insurance Policy Allocation

2019 ITL Solutions Vehicle Insurance Policy Transactions

Amendment of Agreement - Paratransit Services

From:	Reid Rushing
To:	Tonya Ellis; Harold Griffin Jr; Harold Griffin
Cc:	Robert E. Dye; Cindy Ritchie
Subject:	RE: Paratransit Insurance Premium Increase
Date:	Tuesday, October 15, 2019 1:30:04 PM
Attachments:	image006.png image008.png image009.png image010.png image001.png image011.png

---

We currently have 37 vehicles total for this account.

Let us know if you need anything else!

Reid Rushing, AAI, CPIA | President Insurance Division
O: 850.476.3745 | F: 850.479.8736
151 W Main Street, Suite 200
Pensacola, FL 32502
BECK PARTNERS
Beck Partners Insurance

Ranked 1,519 on Inc 5000's Fastest Growing Companies List
2018 & 2017 Top 100 Companies to Work For By Florida Trends

TeamBeck.com | FaceBook | Instagram | Twitter | LinkedIn | YouTube

How did we do? Let us know here.

Please note, for your protection; no coverage can be bound, altered, or terminated, nor can a claim be reported via telephone, voicemail, fax, or email message and is not effective until confirmed directly with a licensed agent.

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From: Tonya Ellis <tellis@myescambia.com>
Sent: Tuesday, October 15, 2019 12:09 PM
To: Reid Rushing <rrushing@teambeck.com>; Harold Griffin Jr <haroldgriffinjr@itlsolutions.co>; Harold Griffin <haroldgriffin@itlsolutions.co>
Cc: Robert E. Dye <redye@myescambia.com>; Cindy Ritchie <critchie@teambeck.com>
Subject: RE: Paratransit Insurance Premium Increase

Reid,
Thank you for the explanation. Our Risk Management Department has asked us how many vehicles are being insured under this policy. Please let me know if you have any questions. Thanks.

Tonya Ellis
Interim Mass Transit Director - ECAT
Escambia County Board of County Commissioners

1515 W. Fairfield Drive
Pensacola, FL 32501
850-595-3228, ext. 1229
850-595-3229 Direct
850-316-1948 Cell
tellis@myescambia.com
www.goECAT.com

From: Reid Rushing <rrushing@teambeck.com>
Sent: Tuesday, October 15, 2019 11:57 AM
To: Tonya Ellis <tellis@myescambia.com>; Harold Griffin Jr <haroldgriffinjr@itlsolutions.co>; Harold Griffin <haroldgriffin@itlsolutions.co>
Cc: Robert E. Dye <redye@myescambia.com>; Cindy Ritchie <critchie@teambeck.com>
Subject: RE: Paratransit Insurance Premium Increase

Tonya,
I will try to answer the question about the 30-day notice for you.

The previous insurer non-renewed the policy. The previous carrier and agent should have notified you in writing of the non-renewal before the 30-day window.

As the insurance market was approached and the account was marketed to over 30 carriers, the client was provided only 3 quotes w/in 5 days of the expiration of the policy. Each of these quotes were with a new carrier. The insured chose the least expensive of the 3 quotes.

Unfortunately, this was all done with the previous agent. We, Beck Partners Insurance, took over and bound this new policy on 9/30 and bound it on the same day.

With the previous carrier getting off the risk, the insured was unaware of the drastic change in the market until he needed to bind the coverage. It came as a shock to everyone involved.

I hope this helps answer your question about the 30-day notification.

Reid Rushing, AAI, CPIA | President Insurance Division
O: 850.476.3745 | F: 850.479.8736
151 W Main Street, Suite 200
Pensacola, FL 32502
Beck Partners Insurance

Ranked 1,519 on Inc 5000's Fastest Growing Companies List
2018 & 2017 Top 100 Companies to Work For By Florida Trends

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How did we do? Let us know here.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/13/2019

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
Rushing Insurance LLC dba Beck Partners Insurance
151 W. Main Street
Suite 200
Pensacola FL 32502

CONTACT NAME: Cindy Ritchie
PHONE (A/C, No, Ext): (850) 476-3745 **FAX (A/C, No):** (850) 479-9699
E-MAIL ADDRESS: critchie@teambeck.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Atain Specialty Insurance Company 002842, A, VIII	17159
INSURER B :	Everest Denali Insurance Company 023089, A+, XV	16044
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Innovation Transport & Logistics Solutions, LLC
315 South A Street
Pensacola FL 32502

COVERAGES **CERTIFICATE NUMBER:** CL1993004989 **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 [ ] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		PLS03055	09/30/2019	09/30/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [X] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y		CF8CA00147191	09/30/2019	09/30/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	1,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Professional Liability			PLS03055	09/30/2019	09/30/2020	Per Claim General Aggregate	$1,000,000 $3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is named as an Additional Insured with respects to General Liability.

CERTIFICATE HOLDER

Escambia County Attn: Paul R Nobles, Purchasing Manager
Office of Purchasing Rm 11.101
P O Box 1591
Pensacola FL 32591-1591

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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/13/2019

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PRODUCER
Rushing Insurance LLC dba Beck Partners Insurance
151 W. Main Street
Suite 200
Pensacola FL 32502

CONTACT NAME: Cindy Ritchie
PHONE (A/C, No, Ext): (850) 476-3745 **FAX (A/C, No):** (850) 479-9699
E-MAIL ADDRESS: critchie@teambeck.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Atain Specialty Insurance Company	17159
INSURER B : Everest Denali Insurance Company	16044
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Innovation Transport & Logistics Solutions, LLC
315 South A Street
Pensacola FL 32502

COVERAGES **CERTIFICATE NUMBER:** CL1993004989 **REVISION NUMBER:**

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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 [ ] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			PLS03055	09/30/2019	09/30/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [X] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y		CF8CA00147191	09/30/2019	09/30/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	Professional Liability			PLS03055	09/30/2019	09/30/2020	Per Claim General Aggregate	$1,000,000 $3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is named as an Additional Insured with respects to the General Liability.

CERTIFICATE HOLDER

FDOT (Florida Department of Transportation)
Highway 90 East
Chipley FL 32428-0607

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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Allocation -- Amount Financed per Policy

Innovative Transport and Logistics Solutions LLC

Agent Name: RUSHING INSURANCE, LLC DBA

Quote Number: 9879210

Company/General Agent	Policy Number	Effective Date	Coverage	Total Premium, Fees & Taxes	Down Payment Amount	Amount Financed
Company: EVEREST DENALI INSURANCE COMPANY	CF8CA00147-191	9/30/2019	AUTOMOBILE	$701,818.00		
GA: BURNS & WILCOX LTD.				Fee: $0.00 Tax: $0.00	$105,180.41	$596,637.59
Company: ATAIN SPECIALTY INSURANCE COMPANY	PENDING	9/30/2019	PACKAGE	$12,512.00		
GA: BURNS & WILCOX LTD.				Fee: $250.00 Tax: $650.86	$2,014.85	$11,398.01
			Broker Fee:	$100.00	$100.00	$0.00
			TOTALS:	**$715,330.86**	**$107,295.26**	**$608,035.60**

** The above amounts are estimated based upon the data entered into the quotation. This document is not an addendum to the Premium Finance Agreement ("PFA") and is not intended to modify the PFA. These amounts are to be used solely for accounting purposes and do not have any impact upon the assignment of all the right, title and interest in the financed policies granted by the insured to IPFS Corporation or its affiliates as security for the loan.

Date: 11/21/2019
Time: 9:25:24 AM

Account Status - Account #[redacted]

IPFS / Plus
Page: 1

CROSSLAND INSURANCE AGENCY LLC
1101 HIGHWAY 90 E

NEW IBERIA, LA 70560-8931
(337)367-6030

INNOVATIVE TRANSPORT AND LOGISTICS
1920 WEST GREGORY STREET

PENSACOLA, FL 32502
(850)525-0435

Accepted	09/26/2018	Status	ZA
First	10/30/2018	Commercial	
Next	08/30/2019	Coupon	
Maturity	08/30/2019	Bill ON Due	
Payments	11 of 11	Installment	$0.00
APR	10.050%	Last Payment	08/28/2019

Total Premium	$227,655.78	Current Balance	$0.00	Late Fees	$0.00
Down Payment	$20,258.46	Principal	$0.00	Default Fees	$0.00
Amount Financed	$207,397.32	Unearned	$0.00	Check Fees	$0.00
Finance Charge	$10,531.02	Credit Amount	$0.00	NSF Fees	$0.00
Doc Stamp	$726.25	Earned	$10,531.02	Total Fees	$0.00
Broker Fee	$450.00	Finance Adjustment	$0.00		
Total Payments	$218,654.59	Interest Start Date	09/30/2018	Total Due	$0.00

Transaction History

Posted/Received	Amount	Source	Method	Due On	Code	Principal	Interest	Credit	Late	Default	NSF	Check
08/28/19	-$20,193.77	Insured	ACH	08/30/19	RG	-$20,032.96	-$160.81	$0.00	$0.00	$0.00	$0.00	$0.00
07/25/19	-$20,193.77	Insured	ACH	07/30/19	RG	-$19,859.67	-$334.10	$0.00	$0.00	$0.00	$0.00	$0.00
06/25/19	-$20,193.77	Insured	ACH	06/30/19	RG	-$19,678.23	-$515.54	$0.00	$0.00	$0.00	$0.00	$0.00
05/28/19	-$20,193.77	Insured	ACH	05/30/19	RG	-$19,531.29	-$662.48	$0.00	$0.00	$0.00	$0.00	$0.00
04/25/19	-$20,193.77	Insured	ACH	04/30/19	RG	-$19,341.82	-$851.95	$0.00	$0.00	$0.00	$0.00	$0.00
03/27/19	-$19,614.29	Insured	ACH	03/30/19	RG	-$18,663.18	-$951.11	$0.00	$0.00	$0.00	$0.00	$0.00
02/25/19	-$19,614.29	Insured	ACH	02/28/19	RG	-$18,508.18	-$1,106.11	$0.00	$0.00	$0.00	$0.00	$0.00
01/25/19	-$19,614.29	Insured	ACH	01/30/19	RG	-$18,354.46	-$1,259.83	$0.00	$0.00	$0.00	$0.00	$0.00
12/28/18	-$19,614.29	Insured	ACH	12/30/18	RG	-$18,202.02	-$1,412.27	$0.00	$0.00	$0.00	$0.00	$0.00
11/27/18	-$19,614.29	Insured	ACH	11/30/18	RG	-$18,050.84	-$1,563.45	$0.00	$0.00	$0.00	$0.00	$0.00
11/06/18	-$980.71				WV	$0.00	$0.00	$0.00	-$980.71	$0.00	$0.00	$0.00
11/06/18	-$19,614.29	Insured	ACH	10/30/18	RG	-$17,900.92	-$1,713.37	$0.00	$0.00	$0.00	$0.00	$0.00
11/05/18	$980.71			10/30/18	LC	$0.00	$0.00	$0.00	$980.71	$0.00	$0.00	$0.00

Additional Premiums

Accepted	Premium	Down	Amount Financed	Finance Charge	Sale Date
04/10/2019	$3,460.00	$644.17	$2,815.83	$71.42	04/10/2019

Policy(s)

Policy #	Effective	Coverage	Term	Premium	Fees & Taxes	Company	General Agent	Broker

Policy(s)

Policy #	Effective	Coverage	Term	Premium	Fees & Taxes	Company	General Agent	Broker
MXC80513812	09/30/2018	CAUTO	12	$219,675.00		AMERICAN AUTOMOBILE INSURANCE 225 W WASHINGTON ST STE 1800 CHICAGO, IL 60606-3484 (888)466-7883	ALL TRANS RISK SOLUTIONS LLC 476 HIGHWAY A1A, STE 5 SATELLITE BEACH, FL 32937 (201)661-2000	
MXC80513812	09/30/2018	GL	12	$675.00		AMERICAN AUTOMOBILE INSURANCE 225 W WASHINGTON ST STE 1800 CHICAGO, IL 60606-3484 (888)466-7883	ALL TRANS RISK SOLUTIONS LLC 476 HIGHWAY A1A, STE 5 SATELLITE BEACH, FL 32937 (201)661-2000	
AHC-000628-02	10/10/2018	PRFLIA	12	$3,196.00	$199.78	LLOYD'S LONDON - CERTAIN * DO NOT MAIL * LENEXA, KS 66214-0000	FOUNDERS PROFESSIONAL LLC 2038 1ST AVENUE SOUTH ST PETERSBURG, FL 33712 (727)290-9801	
MXC80513812	04/09/2019	CAUTO	5	$3,460.00		AMERICAN AUTOMOBILE INSURANCE 225 W WASHINGTON ST STE 1800 CHICAGO, IL 60606-3484 (888)466-7883	ALL TRANS RISK SOLUTIONS LLC 476 HIGHWAY A1A, STE 5 SATELLITE BEACH, FL 32937 (201)661-2000	

Payment Schedule

Due Date	Date Paid	Installment	Status	APB	Late Charges	Default	NSF	Client Intent
10/30/18	11/06/18	$19,614.29	PAID	$187,396.67	$980.71			11/05/18
11/30/18	11/27/18	$19,614.29	PAID	$169,345.83				
12/30/18	12/28/18	$19,614.29	PAID	$151,143.81				
01/30/19	01/25/19	$19,614.29	PAID	$132,789.35				
02/28/19	02/25/19	$19,614.29	PAID	$114,281.17				
03/30/19	03/27/19	$19,614.29	PAID	$98,443.97				
04/30/19	04/25/19	$20,193.77	PAID	$79,102.15				
05/30/19	05/28/19	$20,193.77	PAID	$59,570.86				
06/30/19	06/25/19	$20,193.77	PAID	$39,892.63				
07/30/19	07/25/19	$20,193.77	PAID	$20,032.96				
08/30/19	08/28/19	$20,193.77	PAID	$0.00				

Disbursements

Origin	Pay To	Method	Release	Days	Payable On	Paid Date	Payable Amount	Type	Number

AMENDMENT TO AGREEMENT FOR
PARATRANSIT TRANSPORTATION SERVICES (PD 16-17.068)

THIS AMENDMENT TO THE AGREEMENT is made and entered into by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County") with administrative offices located at 221 South Palafox Street, Pensacola, Florida 32502, and Innovative Transport and Logistics Solutions, LLC, a for-profit limited liability company authorized to conduct business in the State of Florida (hereinafter referred to as the "Operator"), FEI/EIN Number 27-3915111, with a principal address of 315 South “A” Street, Pensacola, FL 32502.

WITNESSETH:

WHEREAS, on or about September 26, 2017, the County previously entered into an Agreement with Operator to provide paratransit transportation services PD 16-17.068 (hereinafter the “Agreement”); and

WHEREAS, on or about October 3, 2019, the parties entered into an Amendment to the Agreement to include a provision relating to the payment of subcontractors; and

WHEREAS, the parties have agreed to amend the Agreement; and

WHEREAS, the County finds it is in the best interest of the health, safety and welfare of the citizens of Escambia County that the Agreement should be amended as provided herein.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises and covenants hereinafter set forth, the County and Operator agree to amend the Agreement as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference.

2. The Agreement is hereby amended to include the following:

Effective October 1, 2019, and continuing for the third year of the initial three year contract term expiring on September 30, 2020, the County will pay Operator each month on a reimbursement basis in an amount equal to 1/12 of $200,000 for costs incurred by Operator to maintain required insurance coverage under the Agreement. Payments shall be contingent upon the Operator providing adequate supporting documentation showing proof of payment for eligible expenditures.

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 last date executed by the parties hereto.

5. This Agreement and any amendment thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any state or federal court action or other proceeding relating to any matter which is the subject of this Agreement shall be in Escambia County, Florida.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment on the respective dates under each signature:

COUNTY:
BOARD OF COUNTY COMMISSIONERS, ESCAMBIA COUNTY, FLORIDA

By:_____
Steven Barry, Chairman

Attest: Pam Childers
Clerk of the Circuit Court

BCC Approved: _____

By: _____
Deputy Clerk

OPERATOR:
INNOVATIVE TRANSPORT & LOGISTICS SOLUTIONS, LLC

By: _____

Title: _____

_____
Witness

Date: _____

_____
Witness

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 11-25-2019

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17156 **County Administrator's Report 13. 1.**
BCC Regular Meeting **Discussion**
Meeting Date: 12/05/2019
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 2019/2020:

A. My Brothers and Sisters, in the amount of $2,500;

B. Men's Barn Meeting, Inc., in the amount of $4,000;

C. Pace Center for Girls, in the amount of $25,000;

D. Junior Achievement of Northwest Florida, Inc., in the amount of $10,000; and

E. A Will & Way, Inc., in the amount of $1,000.

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

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

BACKGROUND:

Per F.S. 932.7055(5), certain law enforcement activities generate a revenue stream that must be appropriated into the Law Enforcement Trust to be expended by the Sheriff. These funds support various law enforcement related activities in Escambia County.

List of Agencies with amount (appropriate backup for each agency is attached):

My Brothes and Sisters - $2,500
Men's Barn Meeting, Inc. - $4,000
Pace Center for Girls - $25,000
Junior Achievement of Northwest Florida, Inc. - $10,000
A Will & Way, Inc. - $1,000

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
These funds may be expended upon request by the Sheriff to the Board of County Commissioners or by the Chief of Police to the governing body of the municipality, accompanied by a written certification that the request complies with the provisions of this subsection, and only upon appropriation to the Sheriff's Office or Police Department by the Board of County Commissioners or the governing body of the municipality.

IMPLEMENTATION/COORDINATION:
N/A

Attachments

My Brothers and Sisters
Men's Barn Meeting Inc.
Pace Center For Girls
Junior Achievement of Northwest Florida Inc.
A Will & Way 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

November 12, 2019

My Brothers and Sisters
Attn: Kimberly Cox
P.O. Box 4598, Pensacola, FL 32507

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated October 30, 2019.

Dear Kimberly Cox,

We have received your request to provide your organization with funds from the Escambia Law Enforcement Trust (LET) fund. Your request for funding for Crime Prevention, Drug Prevention, Safe Neighborhood or other law enforcement purposes has been reviewed and approved by the Sheriff for the amount of $2,500. 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.

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: My Brothers and Sisters DATE 10/30/2019

POINT OF CONTACT Kimberly Cox PH# (850) 382-1485

EMAIL ADDRESS: kcox@mybrothersandsisters.org ☑ INITIAL REQUEST ☐ PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) 02/15/2020 AMOUNT REQUESTED: ~~$ 5,000~~ $2,500

CHECK PAYABLE TO: My Brothers and Sisters

COMPLETE MAILING ADDRESS: ☐ NEW ADDRESS

Street P O Box 4598 City Pensacola State FL Zip Code 32507

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 KC (Initial)

NAME OF CERTIFYING OFFICIAL Kimberly Cox

TITLE OF CERTIFYING OFFICIAL Director

SIGNATURE (Digital) Kimberly Cox

DATE 10/30/2019

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
CFO		☑	☐	
LEGAL		☑	☐	
CHIEF		☑	☐	AMOUNT APPROVED $2,500
SHERIFF		☑	☐	I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055(5)
CFO ASSISTANT		Date processed 11/12/19		DAVID MORGAN, SHERIFF

DATE 11/18/2019

ORIGINAL

ORGANIZATION/AGENCY NAME:

My Brothers and Sisters

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

My Brothers and Sisters would like to request your support for a few programs that we feel are a benefit in the community. 1. Helping those incarcerated upon release to return back home. Often times some people who are incarcerated are not from this area. Once they have completed their jail sentences, they are released at 4:00 am. They many times are released without anything besides the clothes they came in with. This leaves the person vulnerable and without anything to survive. This causes them to commit crime. We would like to offer assistance in this area by providing a change of clothes, food, as well as transportation pass back to their home. 2. Daddy & Daughter Date night which we have been doing for the past 8 years in the community is a great asset to building relationships. Daddy & Daughter Date Night brings fathers and their daughters out for an evening of food, fun, and most importantly, strengthening the special relationship between them. The annual event is a highlight in the lives of community fathers and father-figures, who enjoy the special time they are able to share with their daughters. Full of entertainment, Daddy & Daughter Date Night also enlists motivational speakers, community partners and leaders to motivate and educate fathers on the importance of their roles in the lives of their daughters. This is very necessary as it aides in the relationship building of the daughter. Many fathers don't realize how important their role is in the lives of their daughter. For the past 3 years, there has been a couple that attended and shortly after tragedy happens. We have had 3 princesses that attend lose their fathers to health related deaths. Luckily we captured a lot of moments on picture and video that she can cherish later in life when she begans to miss her father. This is why we host this event yearly and one of the reasons we feel its is so important. 3. Mother and Son Day Out is the opposite of Daddy & Daughter but we push even harder for mothers to realize the difference in raising a strong man vs enabling him to be all he is supposed to be. Especially single parents, we try to help be apart of that village. We having been hosting this event for 5 years. This year was the best one of them all. We partnered with the "Mother of Murdered Children and the Boys Base". This was by far one of the best relationships we had developed as they both were able to help each other out. The mothers now have sons they can love, support, and help raise so they don't end up the judicial system. Bridging the gap one family at a time!

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: MAR 10 2015

MY BROTHERS SISTERS
4986 PRIETO DRIVE
PENSACOLA, FL 32506-0000

Employer Identification Number:
47-2692963
DLN:
26053463001195
Contact Person:
CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
509(a)(2)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
November 1, 2014
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section [illegible] at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 5436

FLORIDA DEPARTMENT OF REVENUE

Consumer's Certificate of Exemption

DR-14
R. 04/11

Issued Pursuant to Chapter 212, Florida Statutes

Certificate Number	Effective Date	Expiration Date	Exemption Category
85-8016789240C-4	07/27/2015	07/31/2020	501(C)(3) ORGANIZATION

This certifies that

MY BROTHERS AND SISTERS INC
4986 PRIETO DR
PENSACOLA FL 32506-5381

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. October 2018)
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.
Kimberly Cox

2 Business name/disregarded entity name, if different from above
My Brothers and Sisters

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) ▶ **P**

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.
551 E. Creighton Road suite D101

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
4 7 – 2 6 9 2 9 6 3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ▶ Kimberly Cox | **Date** ▶ 7/17/2019

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.*

Our Mission

Our mission is to mend and nurture family relationships through entertainment, mentoring, artistic expression, and embracing cultural diversity.

Our Vision

My Brothers and Sisters strives to effectively strengthen family relationships and empower each individual family member, especially the youth, by utilizing mentoring and educational programs, various social events and the arts to promote strong family bonds. We are our Brother's and Sister's Keeper!

Our Promise

Our promise is to treat each family, regardless of social, ethnic, religious or economic background, with respect, compassion and integrity. Our sincere passion is to help our community.

My Brothers And Sisters

About Us

My Brothers And Sisters is a Not-For-Profit Community Outreach Program committed to empowering the youth of today to be the leaders of tomorrow. Our programs and activities incorporate various seminars, workshops, and employment initiatives as vehicles to promote positive self image, commitment to family, ethics and education that will enable them to be productive citizens in society. The targeted age group are youth 9 to 18 with emphasis placed on those in the Juvenile Justice System; however, our program also includes working with at-risk youth who have never entered, and want to stay out of, the system. Our goal is to deter the youth from being placed in transitional programs that would cause them to be sent away from home.

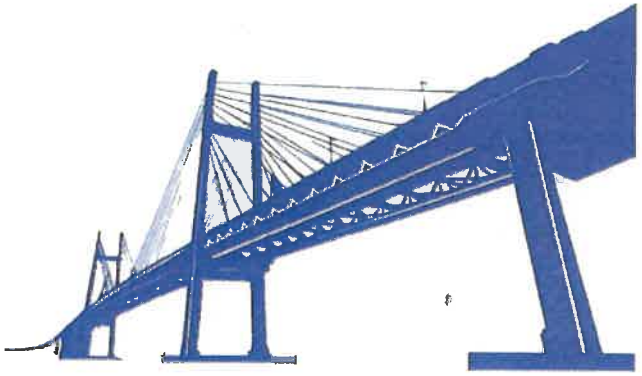
Each year we host family oriented events designed to bridge the divide between children and their parents. Our flagship event, Daddy & Daughter Date Night, was developed to strengthen the bond between fathers (or father-figures) and their daughters. Mother and Son Night Out was birthed from the revelation that mothers want that same type of positive bond with their sons. Our firm belief is that it takes a village to raise a child, and to that effect, we invite a variety of motivational speakers, community leaders and clergy to encourage, motivate and challenge each family member to foster positive relationships with each other.

My Brothers And Sisters also facilitates youth mentoring programs designed to teach social skills, self respect and respect for others. The ultimate goal is to have a facility that is able to house at-risk juveniles and provide mentoring and educational programs as an alternative to their introduction to the Juvenile Justice System.

My Brothers And Sisters

My Brothers And Sisters

BRIDGING THE GAP



ONE FAMILY AT A TIME.....

551 E. Creighton Road
Pensacola, FL 32504

(850) 261-4918

www.mybrothersandsisters.org

Community Outreach Programs and Events

Daddy & Daughter Date Night brings fathers and their daughters out for an evening of food, fun, and most importantly, strengthening the special relationship between them. The annual event is a highlight in the lives of community fathers and father-figures, who enjoy the special time they are able to share with their daughters. Full of entertainment, Daddy & Daughter Date Night also enlists motivational speakers, community partners and leaders to motivate and educate fathers on the importance of their roles in the lives of their daughters.

"A mentor is someone who allows you to see hope inside yourself."
- Oprah Winfrey

Let's Talk Gurlz is a group that is designed to be an outlet for up and coming young ladies. As Certified Life Coaches, we deal with critical issues that many young ladies go through as they mature such as peer pressure, depression, drugs, sexuality, self esteem and bullying. Many of our clients come from broken homes, the Department of Juvenile Justice, and other agencies. By mentoring, chats, and various community events, we are determined to help them build a better life. We are always looking for donors/-sponsors to help support this program.

The My Brothers and Sisters Team

Devotion In Motion is a passion project dedicated to the spiritual growth and maturity of our youth while reinforcing positive relationships in a group setting. Participants learn to praise dance and while doing so, learn that they have not only physical and mental strength, but spiritual strength as well.

Mother & Son Night Out is an event celebrating the special relationship between mothers (or mother-figures) and their sons. The event highlights the role that mothers play in their son's development and focuses on the skills that young men need to know in order to treat women with respect and dignity. Mother & Son Night Out is also designed to show mothers how important their presence and support is in the lives of their sons. The event will be full of good food, good music, motivational speakers and entertainment provided various individual artists and groups from the Gulf Coast.

Kimberly Cox

Exec. Director

Kimberly Cox has a sincere passion to help others, especially the youth. She experienced a great amount or problems growing up, many of which made her a stronger person and fueled her passion to help others. At the age of seven, her parents divorced. Her father served in the Armed Forces and was only able to spend very little time with her during her adolescent years. Her mother suffered from an addiction and was in and out of her life for many years. As a result, Kimberly became the "Mother-Figure" for her younger siblings. These experiences are what made her realize that parental and familial relationships are a necessity. They are needed more now than ever.

Kim Cox currently works as a Corrections Officer. As such, she has experienced first-hand the strain that is placed on families when a parent is absent from the home. Her organization, My Brothers And Sisters, is the culmination of her vision to serve as a mediator for the youth in her community. She informs others it is her GOD-given mission to aid at-risk juveniles so that they aren't sent off to juvenile detention facilities that never deal with the underlying issues these youth are facing. My Brothers And Sisters has many community outreach segments that allow adolescents to obtain counseling and mentoring as well as many fun-filled, family focused events in which they can take part. In 2012, Kim Stepped out on faith and hosted her first event an event, "Daddy's & Daughter's Date Night." This event allowed fathers spend a special evening with their daughters full of good food, fun and, most importantly, making the most of the time to strengthen the special bond between them.

Kim Cox was born and raised in Pensacola, Florida. She attended and graduated from Escambia High School in 1993. She continued her education by attending Pensacola Junior College (now Pensacola State College) where she earned her Associate of Science degree in Criminal Justice and Troy State University from which she earned a Bachelor of Arts degree in Psychology. Kim is married to her husband of 14 years. They share four children.

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

November 12, 2019

Men's Barn Meeting Inc.
Attn: James Porter
5800 Pilgrim Trail West, Molino FL 32577

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated October 31, 2019.

Dear James Porter,

We have received your request to provide your organization with funds from the Escambia Law Enforcement Trust (LET) fund. Your request for funding for Crime Prevention, Drug Prevention, Safe Neighborhood or other law enforcement purposes has been reviewed and approved by the Sheriff for the amount of $4000. 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: Men's Barn Meeting, Inc. DATE OCT 31, 2019

POINT OF CONTACT James P. Porter PH# 850-587-2893

EMAIL ADDRESS: therjpp@aol.com ☐ INITIAL REQUEST ☑ PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) 1st Quarter 202(AMOUNT REQUESTED: 4,000.00

CHECK PAYABLE TO: Men's Barn Meeting, Inc.

COMPLETE MAILING ADDRESS: ☐ NEW ADDRESS

Street 5800 Pilgrim Trail West City Molino, State FL Zip Code 32577

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 James P Porter

TITLE OF CERTIFYING OFFICIAL President

SIGNATURE (Digital) James P Porter

DATE 10/31/2019

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
CFO		☑	☐	
LEGAL		☑	☐	
CHIEF		☑	☐	AMOUNT APPROVED #4,000.00
SHERIFF		☑	☐	I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055(5)
CFO ASSISTANT				DAVID MORGAN, SHERIFF

Date processed 11/12/19

DATE 11/13/19

ORIGINAL

AGENCY NAME: Men's Barn Meeting, Inc.

REQUIRED INFORMATION **JUSTIFICATION FOR FUNDING**

PROVIDE A DESCRIPTION OF HOW YOUR AGENCY WILL BE USING THE FUNDING
Per Florida State Statute Florida Statutes - Chapter 932.7055 - Such funds may be used only for school resource, crime prevention, safe neighborhood, drug abuse education, or drug prevention programs or such other law enforcement purposes

THIS APPLICATION WILL NOT BE PROCESSED WITHOUT THIS INFORMATION: YOU MAY PROVIDE ADDITIONAL PAGES WITH INFORMATION AS AN ATTACHMENT.

We are a 501 –C-3 tax exempt non-profit organization and have been in operation since August 2002 (now in our 18th year). We meet monthly and serve a full course steak supper, have about 30 minutes of live music, followed by a featured guest speaker of the month. Our speakers come in from literally all over the USA. The speakers have unique stories and backgrounds and they share their story with the men & boys (now we have Ladies Barn Meetings as well). The speakers have ranged from former drug users, gang members, famous musicians, professional rodeo cowboys, sportsmen, military veterans, to pastors. One of our Ladies speakers is a reformed former prostitute, druggie, and armed robber, who now travels the country offering hope to those struggling.

Our meetings normally attract anywhere from 300 to 400 men each month. The meetings are completely free to attendees and open to everyone. There are no strings attached and there is nothing to join or pay. We are an independent work (not affiliated with any one church or organization) and there are no paid employees. All cooking, serving, setting up and cleaning up is done by volunteers from the community. We have served over 65,000 people to date.

Our attendees come from all walks of life including some homeless who come with the Waterfront Mission each month. We teach hope and changed lives.

We have countless stories of changed lives and restored marriages through the years. At one meeting we even had someone come up and hand one of our workers a bag with a large quantity of a drug in it and make the statement "Here, I won't need this anymore after tonight." We flushed it down the toilet immediately. We have had former drug dealers and users tell their stories of how they changed their lives and are now living productive lives. At each meeting we have a group of men from the Christian Motorcycle Association (CMA who offer counseling to many who request it each month. We have a posted sign visible to all in attendance in accordance with the Sheriff's letter as requested several years ago when we applied.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: FEB 12 2008

MENS BARN MEETING INC
C/O JIM PORTER
6218 N 9TH AVE
PENSACOLA, FL 32504

ATTN SCOTT PORTER

Employer Identification Number:
26-0657227
DLN:
17053298007027
Contact Person:
DONNA ELLIOT-MOORE ID# 50304
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
February 5, 2007
Contribution Deductibility:
Yes
Advance Ruling Ending Date:
December 31, 2011
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. During your advance ruling period, you will be treated as a public charity. Your advance ruling period begins with the effective date of your exemption and ends with advance ruling ending date shown in the heading of the letter.

Shortly before the end of your advance ruling period, we will send you Form 8734, Support Schedule for Advance Ruling Period. You will have 90 days after the end of your advance ruling period to return the completed form. We will then notify you, in writing, about your public charity status.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 1045 (DO/CG)

FLORIDA

Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 01/18

Certificate Number	Effective Date	Expiration Date	Exemption Category
85-8012959795C-0	12/31/2018	12/31/2023	501(C)(3) ORGANIZATION

This certifies that

MENS BARN MEETING INC
5800 PILGRIM TRL W
MOLINO FL 32577-7067

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. 01/18

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 about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
MEN'S BARN MEETING, INC

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Exempt payee

☐ Other (see instructions) ▶ 501 c3 NOT FOR PROFIT

Address (number, street, and apt. or suite no.)
5800 PILGRIM TRAIL WEST

Requester's name and address (optional)

City, state, and ZIP code
MOLINO, FL 32577

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 the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

Employer identification number
26 - 0657227

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ James P Porter, Pres. Date ▶ OCT 31, 2019

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

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

November 12, 2019

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 November 6, 2019.

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 $25,000. The Sheriff has submitted your request to the Escambia County Board of County Commissioner with his written certification that the funds will be used for a purpose authorized by law.

Your request for LET funding as approved by the Sheriff is now awaiting review by the Escambia County Board of County Commissioners. The funds cannot be provided to you until your request is approved by the Board.

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 11/06/2019

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) 01/31/2020 AMOUNT REQUESTED: ~~$ 20,000~~ $25,000.00

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 LR LR (Initial)

NAME OF CERTIFYING OFFICIAL
Laurie Rodgers

TITLE OF CERTIFYING OFFICIAL
Regional Executive Director

SIGNATURE (Digital)
Laurie Rodgers

DATE
11/01/2019

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
CFO		☑	☐	
LEGAL		☑	☐	
CHIEF	3	☑	☐	AMOUNT APPROVED $25,000.00
SHERIFF		☑	☐	I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055(5)

CFO ASSISTANT Date processed 11/12/19

DAVID MORGAN, SHERIFF

DATE 11/12/2019

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 the attached letter outlining the use of the SLET Funds we are requesting.

(Justification of Funds)

pace
Center for Girls.

November 6, 2019

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, creating future women and mothers in our community. We thank you for your generous contributions that support our nationally recognized, gender-responsive program model. Through our partnership, we are reducing recidivism, improving school success, promoting employment and developing self-sufficiency amongst girls most at risk of failure.

Pace Center for Girls serves girls at their points of greatest vulnerability. The common thread among our girls is a history of school failure and trauma caused by sexual abuse, physical abuse, family instability and incarceration, bullying and poverty. By the numbers, of all the girls served at our facility:

- 74% were failing one or more classes at time of enrollment, 72% had been suspended or expelled from school and 33% had already dropped out
- 74% have a parent or sibling in prison or on probation
- 42% have moved 3 or more times in the last 5 years
- 45% admit to substance abuse and 47% have a substance abusing parent
- 48% have diagnosed mental health disorders
- 24% previously attempted suicide
- 38% have an arrest record or are on probation

Pace matters to the girls we serve; absent of a supportive environment, the statistics place them on a path toward personal failure and criminal activity. 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.

Nearly 4,000 local 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
- 91% 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 four years and would be grateful for your participation and support once again for our February 6, 2020 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

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/saa

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 1065, Atlanta, GA 30370

Letter 947(DO) (Rev. 10-83)

05/20/19

FLORIDA

Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 01/18

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
6745 PHILIPS INDUSTRIAL BLVD
JACKSONVILLE FL 32256-3033

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. 01/18

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 about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Form **W-9**
(Rev. October 2018)
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.
Pace Center for Girls, 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.
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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
5 9 - 2 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 for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 2/27/19

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

November 15, 2019

Junior Achievement of Northwest Florida Inc.
Attn: Ildi Hosman
6677 N. Davis Highway Suite B, Pensacola FL 32504

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated November 6, 2019.

Dear Ildi Hosman,

We have received your request to provide your organization with funds from the Escambia Law Enforcement Trust (LET) fund. Your request for funding for Crime Prevention, Drug Prevention, or other law enforcement purposes has been reviewed and approved by the Sheriff for the amount of $10,000. 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: Junior Achievement of Northwest Florida DATE 11/06/2019

POINT OF CONTACT Ildi Hosman PH# (850) 477-1420

EMAIL ADDRESS: ildi.hosman@ja.org ☑ INITIAL REQUEST ☐ PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) 12/06/2019 AMOUNT REQUESTED: $ 10,000

CHECK PAYABLE TO: Junior Achievement of Northwest Florida, Inc.

COMPLETE MAILING ADDRESS: ☐ NEW ADDRESS

Street 6677 N. Davis Hwy., Suite B City Pensacola State FL Zip Code 32514

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 IGH (Initial)

NAME OF CERTIFYING OFFICIAL Ildi Hosman

TITLE OF CERTIFYING OFFICIAL President/CEO

SIGNATURE (Digital) Ildi Hosman Digitally signed by Ildi Hosman Date: 2019.11.08 10:28:35 -06'00'

DATE 11/08/2019

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
CFO		☑	☐	
LEGAL		☑	☐	
CHIEF		☑	☐	AMOUNT APPROVED $10,000.00
SHERIFF		☑	☐	I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055(5)
CFO ASSISTANT		Date processed 11/15/19		DAVID MORGAN, SHERIFF 11/15/2019 DATE

ORIGINAL

ORGANIZATION/AGENCY NAME:

Junior Achievement 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

Junior Achievement of NWFL (JA) is requesting a $10,000 SLET donation in order to help the organization to reach an additional 420 students in the Escambia County School District with financial literacy educational programming aimed at reducing crime and preventing youth from engaging in risky behaviors that result in juvenile delinquency.

Junior Achievement is an educational program focused on jobs, income, and business that is provided to Title I students in low-income schools around Escambia County by trained JA volunteers who use our teaching materials to instruct children about the economics of life.

JA offers programming that deters kids from succumbing to the temptations of criminal activity by showing them how to become self-sustaining and self-respecting individuals. JA volunteer mentors role model professional behaviors including proper business attire, effective communication skills, and the attitudes and work ethic it takes to become a successful business person/employee. Our volunteers share stories about their own professional journeys and become a primary source for kids to interact with and learn from. Junior Achievement has shown great documented success with steering young people to make positive decisions about their futures, turn their backs on crime, and to set goals about their futures.

The below data was collected in the 2017-2018 school year in Escambia County from JA students who completed a 6-week educational program through Junior Achievement of NWFL.

53% of JA alumni reported that their JA volunteer made them feel important. This speaks to the self-efficacy and self image enhancements that JA help kids realize. 95% of JA alumni reported that they learned what a goal is at set at least one personal goal for themselves. 82% of JA alumni reported that what they learned in JA will help them in real life.

With a $10,000 grant, JANWFL will be able to reach 420 Escambia County school students in 20 classrooms with essential financial literacy educational material and mentorship that will be critical in their development into working adults

Junior Achievement of Northwest Florida, Inc.

WHY JA?

TOO MANY KIDS ARE ANSWERING QUESTIONS ABOUT THEIR FUTURE WITH "I CAN'T"

KIDS WHO DROP OUT OF SCHOOL SAY THEY LEFT BECAUSE IT WASN'T RELEVANT TO THEIR FUTURE

40% OF HIGH SCHOOL GRADUATES LACK THE 21ST CENTURY SKILLS NEEDED TO SUCCEED AT WORK

ONE IN THREE AMERICANS HAVE DEBT IN COLLECTIONS

ONLY 2 IN 5 ADULTS HAVE A PERSONAL BUDGET

ONE IN FOUR COLLEGE STUDENTS ACQUIRE TOO MUCH DEBT TO PAYOFF STUDENT LOANS IN A REASONABLE AMOUNT OF TIME

44% OF SENIOR EXECUTIVES REPORT THAT AMERICAN JOB APPLICANTS LACK NECESSARY SOFT SKILLS

THE JA MISSION: TO INSPIRE AND PREPARE YOUNG PEOPLE TO SUCCEED IN A GLOBAL ECONOMY. WE ACHIEVE OUR MISSION BY TRAINING VOLUNTEER ROLE MODELS FROM THE COMMUNITY TO SHOW YOUNG PEOPLE HOW JOBS, CAREERS, AND BUSINESS OWNERSHIP WORK.

850-477-1420 | www.JANWFL.com

Junior Achievement of Northwest Florida, Inc.

JA IS ESSENTIAL

HANDS-ON LEARNING

POSITIVE INFLUENCE FROM A ROLE MODEL

TEACHES BUSINESS CONCEPTS

ENCOURAGES ENTREPRENEURSHIP

BUILDS SELF-EFFICACY

FOSTERS INTERPERSONAL AWARENESS & SKILL

IN THE 2018-2019 SCHOOL YEAR, JUNIOR ACHIEVEMENT OF NORTHWEST FLORIDA REACHED 3,800 STUDENTS WITH FINANCIAL LITERACY EDUCATION IN OVER 180 CLASSROOMS IN 26 SCHOOLS WITH THE ASSISTANCE OF 90 VOLUNTEERS IN THE PENSACOLA AREA BUSINESS COMMUNITY.

JA WORKS

PROGRAMMING RESULTS FROM THE LAST SCHOOL YEAR

-ESCAMBIA & SANTA ROSA COUNTY SCHOOLS-

- 90% LEARNED WHAT SOFT SKILLS ARE AND THE VALUE OF THEM
- 57% LEARNED WHAT HIGH DEMAND JOBS ARE
- 53% REPORTED THAT THEIR VOLUNTEER MADE THEM FEEL IMPORTANT — FOSTERED SELF-EFFICACY
- 95% REPORTED UNDERSTANDING OF WHAT GOALS ARE AND SET AT LEAST ONE
- 80% REPORTED THAT JA CONNECTED WHAT THEY LEARNED IN THE CLASSROOM WITH "REAL LIFE"
- 82% STATED THAT THE THINGS THEY LEARNED IN JA WILL HELP THEM BE SUCCESSFUL IN LIFE

IRS Department of the Treasury
Internal Revenue Service

CINCINNATI OH 45999-0038

In reply refer to: 0248164799
June 11, 2018 LTR 4167C 0
84-1267604 000000 00
00018141
BODC: TE

JUNIOR ACHIEVEMENT USA
% TIMOTHY ARMIJO
1 EDUCATION WAY
COLORADO SPGS CO 80906

058844

Employer identification number: 84-1267604
Group exemption number: 1116

Dear Taxpayer:

This is in response to your request dated May 31, 2018, for information about your tax-exempt status.

Our records indicate we issued a determination letter to you in January 1994, and you're currently exempt under Internal Revenue Code (IRC) Section 501(c)(3).

We also recognized the subordinates on the list you submitted as exempt from federal income tax under IRC Section 501(c)(3).

For federal income tax purposes, donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106 and 2522.

Please refer to www.irs.gov/charities for information about filing requirements. Specifically, IRC Section 6033(j) provides that, if you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked on the filing due date of the third required return or notice.

In addition, each subordinate organization is subject to automatic revocation if it doesn't file a required return or notice for three consecutive years. Subordinate organizations can file required returns or notices individually or as part of a group return.

For tax forms, instructions, and publications, visit www.irs.gov or call 1-800-TAX-FORM (1-800-829-3676).

If you have questions, call 1-877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific Time).

0248164799
June 11, 2018 LTR 4167C 0
84-1267604 000000 00
00018142

JUNIOR ACHIEVEMENT USA
% TIMOTHY ARMIJO
1 EDUCATION WAY
COLORADO SPGS CO 80906

Sincerely yours,

Kim A. Billups, Operations Manager
Accounts Management Operations 1

0000172 11/16/17

FLORIDA

Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 10/15

85-8012672194C-5	01/31/2018	01/31/2023	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

JUNIOR ACHIEVEMENT OF NORTHWEST
FLORIDA
6677 N DAVIS HWY
PENSACOLA FL 32504-6386

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. October 2018)
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.

Junior Achievement of Northwest Florida, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

6677 North Davis Hwy. Suite B

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

5	9	-	0	8	3	9	5	5	5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ tyson Date ▶ 6-26-19

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

November 15, 2019

A Will & Way Inc.
Attn: Williemae Dixon-Stanberry
1400 E. Johnson Avenue Unit 128, Pensacola FL 32514

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated November 7, 2019.

Dear Williemae Dixon-Stanberry,

We have received your request to provide your organization with funds from the Escambia Law Enforcement Trust (LET) fund. Your request for funding for Crime Prevention, Drug Prevention, Drug Education, Safe Neighborhood or other law enforcement purposes has been reviewed and approved by the Sheriff for the amount of $1000. 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: A WILL & WAY INC DATE 11/7/2019

POINT OF CONTACT WILLIEMAE DIXON-STANBERRY PH# 850-554-4663

EMAIL ADDRESS: info@awillandway.org ☐ INITIAL REQUEST ☑ PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) AMOUNT REQUESTED: ~~2500~~ 1,000.00

CHECK PAYABLE TO: A WILL & WAY INC

COMPLETE MAILING ADDRESS: ☑ NEW ADDRESS

Street 1400 E JOHNSON AVE, UNIT 128 City PENSACOLA State FL Zip Code 32514

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 WDS (Initial)

NAME OF CERTIFYING OFFICIAL
WILLIEMAE DIXON-STANBERRY

TITLE OF CERTIFYING OFFICIAL
PRESIDENT

SIGNATURE (Digital)

DATE
11/7/2019

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
CFO		☑	☐	
LEGAL	D. Lilly	☐	☐	
CHIEF	E C 3	☑	☐	AMOUNT APPROVED $1,000.00
SHERIFF		☑	☐	I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055(5)
CFO ASSISTANT		Date processed 11/15/19		DAVID MORGAN, SHERIFF 11/15/2019 DATE

ORIGINAL

ORGANIZATION/AGENCY NAME:

A WILL & WAY 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

A Will & Way, Inc. was founded in 2002 to assist women and their children, survivors of Domestic Violence. In this role it provided holistic life skills training to women and men while incarcerated at the Escambia County Jail annex for more than 10 years, and provided reentry services to same.

A Will & Way, Inc continues to provide mentoring, spiritual counseling and personal empowerment programs in Escambia County for women survivors and others who are affected by poverty and homelessness, also forms of Domestic Violence.

This request is specifically to support the expenses as they relate to the programs that are produced and facilitated in Escambia County. The programs are organized by A Will & Way, Inc and are provided at various venues such as community centers in crime and drug infested neighborhoods and libraries. The programs consist of opportunities for the youth to come to a "safe place" to gain coping skills which consist of conflict resolution, bullying, personal accountability, health & wellness, goal setting/visioning, peer to peer relational dynamics, critical thinking, financial literacy, illegal substance use and abuse & its effect on self and family, the role of law enforcement, civic responsibility and mentoring.

The programs allow the youth to interact with peer mentors and adults who has overcome similar or same circumstances to now enjoy successful experiences. They spend 2-3 hours in an age-appropriate, non-threatening environment gaining real life knowledge, participating in team-building exercises, finding their true voice and speaking from their hearts to gain understanding, peace and balance. The teens leave empowered with a new mindset. they are more confident and are motivated to become leaders in their homes and communities. For some it is a "one-time fix" for others it may require more.

The programs are held 6 - 9 times per year subject to funding availability. the average cost per session is approximately $600.

JUSTIFICATION CONT.

Included in this amount is the cost of course materials & supplies for projects which includes books to encourage reading, food, toiletry bags, gift bags/items, etc. The attendance at each session will range from 12 to 20 participants ages 10 - 21. The participants attending sessions thus far has been represented by approximately a 75% male ratio. The potential for these youth and their direct peers' offending/re-offending is reduced by 50% as result of the real life lessons and support received during this program and they are invited to participate as often as is possible with on-going collaborating partners in their area.

A Will & Way, Inc. was founded by Williemae Dixon-Stanberry in 2002 in Escambia County, it now serves communities in multiple cities and states and maintains a solid presence in Escambia County where several board members still reside. The mission of A Will & Way, Inc. is to "Restore Lives and Rebuild Families" and this mission is carried out wherever it's feasible to do so.

Your financial support will help to provide to some of the most affected youth of Escambia County a real time and life lesson of what is possible when they know that they are not alone; that law enforcement is not their enemy. And that yes, good really do happen in sub-standard (bad) communities.

EXTRA MILE CLUB STR8 UP INC.
Ms Evelyn Webber, Founder/Director
2819 N Miller Street
Pensacola, FL 32503
(850) 346-4839

June 18, 2019

Hello,

It is my pleasure to recommend the Teen Leadership Development Program as a necessary tool in all communities, but especially communities where poverty is overwhelmingly prevalent. A Will & Way, Inc., under the leadership of Ms Williemae Dixon has been instrumental in helping us to reach young boys and girls who were destined for incarceration or worse, an early death, to turn their lives around and to influence their own family members and peers.

Club Str8up and A Will & Way, Inc. Formed this partnership more than 7 years ago and several times each year we bring together youth and young adults from multiple communities in Escambia - Pensacola to meet and learn valuable tools for survival in their homes, community and at school. This program has been invaluable to our mission and I know that all who embrace it will reap great rewards as it relates to "restoring lives and rebuilding families".

Sincerely,

Evelyn Webber, Executive Director

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JAN 23 2008

A WILL & WAY INC
5330 MOBILE HWY STE 3B
PENSACOLA, FL 32526

Employer Identification Number:
65-1188192
DLN:
17053005773008
Contact Person:
JOHN JENNEWEIN ID# 31307
Contact Telephone Number:
(877) 829-5500
Public Charity Status:
509(a)(2)

Dear Applicant:

Our letter dated February 2004, stated you would be exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code, and you would be treated as a public charity, rather than as a private foundation, during an advance ruling period.

Based on the information you submitted, you are classified as a public charity under the Code section listed in the heading of this letter. Since your exempt status was not under consideration, you continue to be classified as an organization exempt from Federal income tax under section 501(c)(3) of the Code.

Publication 557, Tax-Exempt Status for Your Organization, provides detailed information about your rights and responsibilities as an exempt organization. You may request a copy by calling the toll-free number for forms, (800) 829-3676. Information is also available on our Internet Web Site at www.irs.gov.

If you have general questions about exempt organizations, please call our toll-free number shown in the heading.

Please keep this letter in your permanent records.

Sincerely yours,

Robert Choi
Director, Exempt Organizations
Rulings and Agreements

Letter 1050 (DO/CG)

0000016 06/22/19

FLORIDA

Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 01/18

85-8013058168C-9	03/31/2019	03/31/2024	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

A WILL AND WAY INC
1524 LAKEVIEW RD APT 204
CLEARWATER FL 33756-3670

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. 01/18

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 about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Form **W-9**
(Rev. October 2018)
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.
A WILL & WAY, 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) 1

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.
P O BOX 626

Requester's name and address (optional)

6 City, state, and ZIP code
LARGO FL 33779

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
6 5 - 1 1 8 8 1 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 for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 10/26/18

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-17135 **County Administrator's Report 13. 2.**
BCC Regular Meeting **Discussion**
Meeting Date: 12/05/2019
Issue: Interlocal Agreement - City of Pensacola Flashing School Beacons
From: Joy Jones, Director
Organization: Engineering
CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Interlocal Agreement Between Escambia County Board of County Commissioners and the City of Pensacola Relating to Flashing School Beacons - Joy Jones, P.E., Engineering Department Director

That the Board consider approval of an Interlocal Agreement between Escambia County Board of County Commissioners and the City of Pensacola that allows Escambia County to assume ownership, operation, and maintenance of the school zone beacons within the city limits.

BACKGROUND:

Earlier this year, Escambia County Engineering staff was approached by the City of Pensacola Public Works staff about the possibility of the County assuming ownership, operations, and maintenance of all 18 school zone beacons within the city limits. The intent being to have one agency own and maintain all school beacons for consistency and efficiency purposes.

As directed by the Board at the County's Transportation Committee of the Whole Workshop on August 8, 2019, staff coordinated with City and School District staff to discuss the details of the proposed Agreement. After site evaluations, inspections, proposed funding review and confirmation that the school beacons meet County standards, County staff is comfortable with assuming ownership, if the Board desires.

Below is Article 2 of the attached Agreement in regard to party responsibilities and compensation details equaling $340 per beacon.

2.1 The County agrees to assume responsibility for the general maintenance of seven (7) flashing school beacons in school zones servicing the following four private schools located within the City's jurisdictional boundaries (hereinafter the "Private School Beacons"):

(2) Creative Learning Academy ("CLA"), 3151 Hyde Park Road;
(2) Saint Paul's Catholic School ("SPCS"), 3121 Hyde Park Road;
(1) Episcopal Day School, 223 North Palafox Street; and
(2) Sacred Heart Cathedral School, 1603 North 12th Avenue.

2.2 The County agrees to assume responsibility for the general maintenance of seven (7) flashing school beacons in school zones servicing the following four public schools located within the City's jurisdictional boundaries (hereinafter the "Public School Beacons"):

(2) Scenic Heights Elementary, 3801 Cherry Laurel Drive;
(1) Pensacola High School, 500 West Maxwell Street;
(2) O.J. Semmes Elementary, 1250 East Texar Drive; and
(2) N.B. Cook Elementary, 1310 North 12th Avenue.

2.3 The County agrees to assume responsibility for the general maintenance of four (4) flashing school beacons servicing the following schools on state roadways located within the City's jurisdictional boundaries (hereinafter the "State Road Beacons"):

(2) CLA and SPCS, intersection of Bayou Boulevard and Hyde Park Road; and
(2) A.K. Suter Elementary, 501 Pickens Avenue.

2.4 The County's assumption of responsibility for said duties for State Road Beacons as provided in paragraph 2.3 above will be contingent upon an assignment of the City's right of reimbursement from the Florida Department of Transportation (FDOT) in an amount not less than One Thousand Three Hundred Sixty Dollars ($1,360). Within thirty days of the effective date of this Agreement, the City will provide written notice of said assignment from the FDOT.

Below is Section 4.1 of the Agreement in regards to Compensation and Method of Payment.

4.1 City agrees to reimburse the County for the cost to maintain the seven (7) Private School Beacons referenced in paragraph 2.1 above and the seven (7) Public School Beacons referenced in paragraph 2.2 above in an amount not to exceed the FDOT reimbursement rate per beacon, which is currently Three Hundred Forty Dollars ($340) per beacon. If the FDOT reimbursement rate per beacon should increase, the City's reimbursement rate to the County shall increase accordingly; provided, however, that the reimbursement rate per beacon shall not exceed five hundred dollars ($500). In the event the FDOT

reimbursement rate should exceed $500 then either party may terminate this Agreement as provided in paragraph 8.1.

Also attached is a report of County staff's recent site evaluations of the 18 beacons.

BUDGETARY IMPACT:

Below are the respective sections of the Agreement that details compensation and method of payment.

2.4 The County's assumption of responsibility for said duties for State Road Beacons as provided in paragraph 2.3 above will be contingent upon an assignment of the City's right of reimbursement from the Florida Department of Transportation (FDOT) in an amount not less than One Thousand Three Hundred Sixty Dollars ($1,360.00). Within thirty days of the Effective Date of this Agreement, the City will provide written notice of said assignment from the FDOT.

4.1 City agrees to reimburse the County for the cost to maintain the seven (7) Private School Beacons referenced in paragraph 2.1 above and the seven (7) Public School Beacons referenced in paragraph 2.2 above in an amount not to exceed the FDOT reimbursement rate per beacon, which is currently Three Hundred Forty Dollars ($340) per beacon. If the FDOT reimbursement rate per beacon should increase, the City's reimbursement rate to the County shall increase accordingly; provided, however, that the reimbursement rate per beacon shall not exceed Five Hundred Dollars ($500). In the event the FDOT reimbursement rate should exceed $500 then either party may terminate this Agreement as provided in paragraph 8.1.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Senior Assistant County Attorney, has reviewed and signed off on the Agreement.

PERSONNEL:

No additional personnel is anticipated upon execution of the Agreement.

POLICY/REQUIREMENT FOR BOARD ACTION:

The County and City are authorized by Florida Statute 163.01 to enter into Interlocal Agreements and thereby cooperatively utilize their governmental powers and available resources in the most efficient manner possible.

IMPLEMENTATION/COORDINATION:

If approved, Transportation & Traffic Operations staff will coordinate with School District and City staff members accordingly.

Attachments

Interlocal Agreement
Report

INTERLOCAL AGREEMENT BETWEEN ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AND THE CITY OF PENSACOLA RELATING TO FLASHING SCHOOL BEACONS

THIS AGREEMENT is made by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as the "County") with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502, and the City of Pensacola, a municipal corporation created and existing under the laws of the State of Florida, (hereinafter referred to as "City") with administrative offices at 222 West Main Street, Pensacola, Florida 32502 (each being at times referred to as "party" or "parties").

WITNESSETH:

WHEREAS, the County and City have legal authority to perform general governmental services within their respective jurisdictions; and

WHEREAS, the County and City are authorized by §163.01, Florida Statutes, to enter into Interlocal Agreements and thereby cooperatively utilize their governmental powers and available resources in the most efficient manner possible; and

WHEREAS, the City is responsible for the general maintenance of all flashing school beacons servicing school zones located within the City's jurisdictional limits; and

WHEREAS, the County has agreed to assume responsibility for the general maintenance of eighteen (18) flashing school beacons servicing school zones located within the City's jurisdictional limits as provided herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payment hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the County and the City agree as follows:

ARTICLE 1
Purpose

1.1 The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

1.2 The purpose of this Agreement is to set forth the responsibilities of the parties with respect to the maintenance of eighteen (18) flashing school beacons located within the City's jurisdictional boundaries as provided herein.

ARTICLE 2
Responsibilities of Parties

2.1 The County agrees to assume responsibility for the general maintenance of seven (7) flashing school beacons in school zones servicing the following four private schools located within the City's jurisdictional boundaries (hereinafter the "Private School Beacons"):

(2) Creative Learning Academy ("CLA"), 3151 Hyde Park Road;
(2) Saint Paul's Catholic School ("SPCS"), 3121 Hyde Park Road;
(1) Episcopal Day School, 223 North Palafox Street; and
(2) Sacred Heart Cathedral School, 1603 North 12th Avenue.

2.2 The County agrees to assume responsibility for the general maintenance of seven (7) flashing school beacons in school zones servicing the following four public schools located within the City's jurisdictional boundaries (hereinafter the "Public School Beacons"):

(2) Scenic Heights Elementary, 3801 Cherry Laurel Drive;
(1) Pensacola High School, 500 West Maxwell Street;
(2) O.J. Semmes Elementary, 1250 East Texar Drive; and
(2) N.B. Cook Elementary, 1310 North 12th Avenue.

2.3 The County agrees to assume responsibility for the general maintenance of four (4) flashing school beacons servicing the following schools on state roadways located within the City's jurisdictional boundaries (hereinafter the "State Road Beacons"):

(2) CLA and SPCS, intersection of Bayou Boulevard and Hyde Park Road; and
(2) A.K. Suter Elementary, 501 Pickens Avenue.

2.4 The County's assumption of responsibility for said duties for State Road Beacons as provided in paragraph 2.3 above will be contingent upon an assignment of the City's right of reimbursement from the Florida Department of Transportation (FDOT) in an amount not less than One Thousand Three Hundred Sixty Dollars ($1,360.00). Within thirty days of the Effective Date of this Agreement, the City will provide written notice of said assignment from the FDOT.

2.5 Prior to the Effective Date of this Agreement, the City agrees to install or otherwise upgrade all Private School Beacons, Public School Beacons, and State Road Beacons, as described in paragraphs 2.1-2.3 above (collectively referred to as the "School Beacons"), with ground mounted, solar powered signage and cloud-based monitoring technology.

2.6 On the Effective Date of this Agreement, the City agrees to convey ownership of the School Beacons to the County. The County will have the right to inspect the School Beacons, including all equipment and related materials, prior to acceptance.

ARTICLE 3
Effective Date and Term

3.1 Effective Date. This Agreement, after being properly executed by the parties named herein, shall become effective upon its filing with the Clerk of the Circuit Court of Escambia County, Florida. Escambia County shall be responsible for filing the document upon receipt of the fully executed Agreement from the City.

3.2 Term. The term of this Agreement will commence upon the Effective Date and automatically renew for successive twelve-month terms unless otherwise terminated as provided in paragraph 8.2.

ARTICLE 4
Compensation and Method of Payment

4.1 City agrees to reimburse the County for the cost to maintain the seven (7) Private School Beacons referenced in paragraph 2.1 above and the seven (7) Public School Beacons referenced in paragraph 2.2 above in an amount not to exceed the FDOT reimbursement rate per beacon, which is currently Three Hundred Forty Dollars ($340) per beacon. If the FDOT reimbursement rate per beacon should increase, the City's reimbursement rate to the County shall increase

accordingly; provided, however, that the reimbursement rate per beacon shall not exceed Five Hundred Dollars ($500). In the event the FDOT reimbursement rate should exceed $500 then either party may terminate this Agreement as provided in paragraph 9.1.

4.2 Invoices and other requests will be sent to:

Ryan Novota, P. E., City Traffic Engineer
City of Pensacola
Public Works and Facilities
2757 North Palafox Street
Pensacola, Florida 32501

4.3 Payments and other requests will be sent to:

David Forte, Division Manager
Escambia County, FL Engineering Department
3363 West Park Place
Pensacola, Florida 32505

ARTICLE 5
Warranty

5.1 The City shall obtain and shall assign to the County all express warranties given to the City regarding the equipment and related materials installed by the City.

5.2 If within one (1) year, the equipment or its installation is found to be defective or not in conformance with applicable standard practice for installation, the City shall reasonably cooperate with the County regarding the enforcement of any warranty referenced in paragraph 6.1, above. These warranties are in addition to those implied warranties, if any, to which the County may be entitled as a matter of law.

ARTICLE 6
Easements

The County shall cooperate with the City in obtaining such other easements and rights of way as may be required for the installation, maintenance, and operation of the School Beacons.

ARTICLE 7
Force Majeure

In the event that performance by the County or the City of any of its obligations under this Agreement shall be interrupted, delayed, or prevented by any occurrence not occasioned by the conduct of such party, whether such occurrence be an act of God or any other occurrence whatsoever that is beyond the reasonable control of such party, including a change in environmental law or regulation rendering performance impractical or impossible, then such party shall be excused from such performance for such period of time as is reasonably necessary after the occurrence to remedy the effects thereof, or until such performance is no longer impractical or impossible.

ARTICLE 8
General Provisions

8.1 Termination: This Agreement may be terminated by either party for cause, or for convenience, upon thirty (30) days written notice by the terminating party to the other party of

such termination, in which event the County shall be paid compensation for all work performed by both it and its contractor(s) prior to the termination date, including all reimbursable expenses then due or incurred prior to the date of termination. On the effective date of termination, the County shall transfer ownership of such School Beacons to the City.

8.2 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 Statutes, as amended. In the event a party fails to abide by the provisions of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party, seven (7) calendar days written notice, during which period the party fails to allow access to such documents, terminate this Agreement.

8.3 Assignment: This Agreement or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties, without the prior written consent of the other party. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors and the City of Pensacola and its successors.

8.4 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 and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

8.5 Headings: Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

8.6 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue, for any matter, which is the subject of this Agreement shall be in the County of Escambia.

8.7 Interpretation: For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If either party discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, said party shall immediately notify the other party and request clarification of the 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.

8.8 Severability: The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if it did not contain such invalid or unenforceable portion or provision.

8.9 Further Documents: The parties shall execute and deliver all documents and perform further actions that may reasonably be necessary to effectuate the provisions of this Agreement.

8.10 No Waiver: The failure of a party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates, under each signature:

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

By: _____
Steven Barry, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Date: _____

By: _____
Deputy Clerk

BCC Approved: _____

CITY OF PENSACOLA, a Florida Municipal Corporation acting by and through its duly authorized City Council

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 11-07-2019

By: _____
Grover C. Robinson, IV, Mayor

ATTEST:

Date: _____

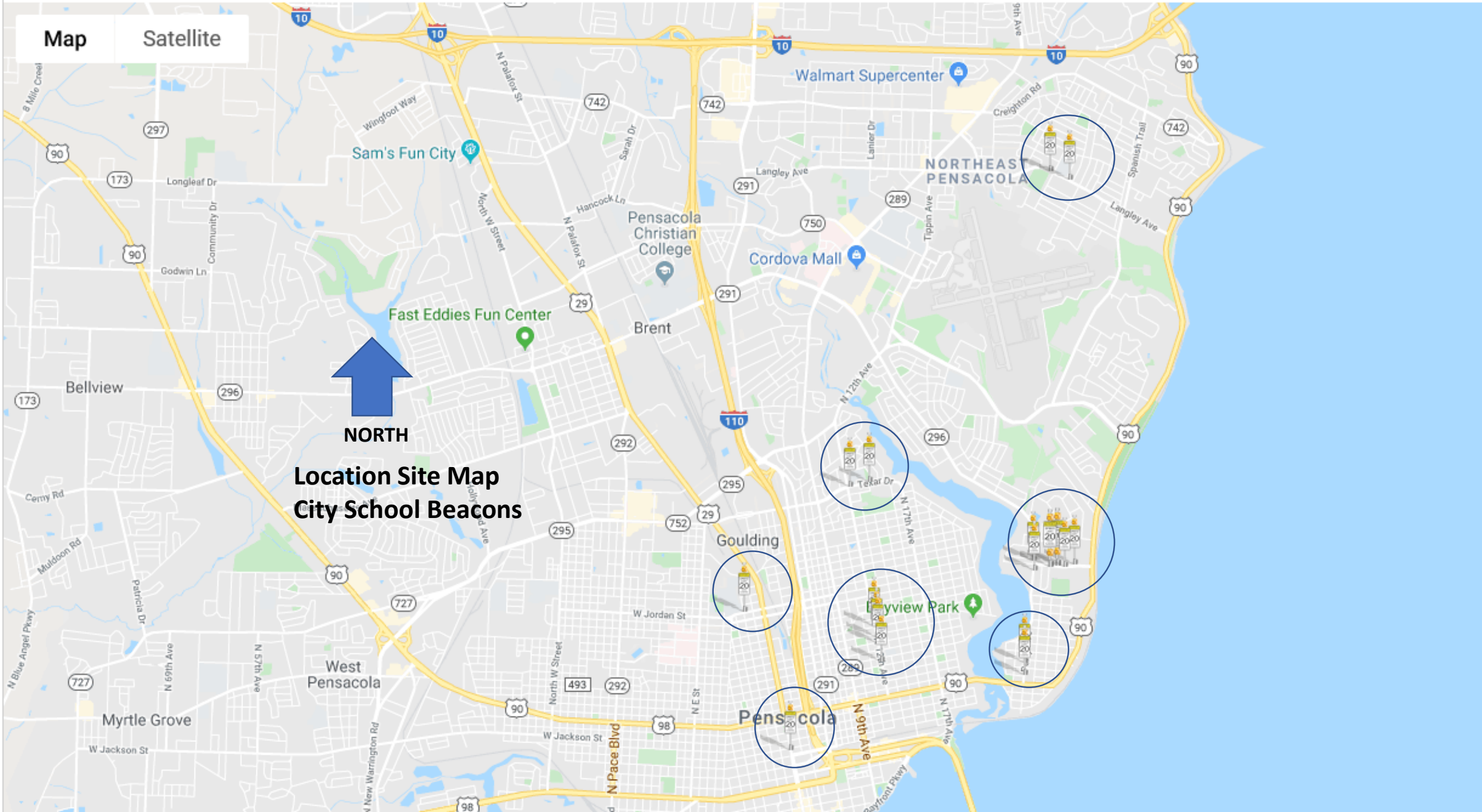
By: _____
City Clerk

City of Pensacola
Cloud-Based Monitoring System
School Zone Flashing Beacons

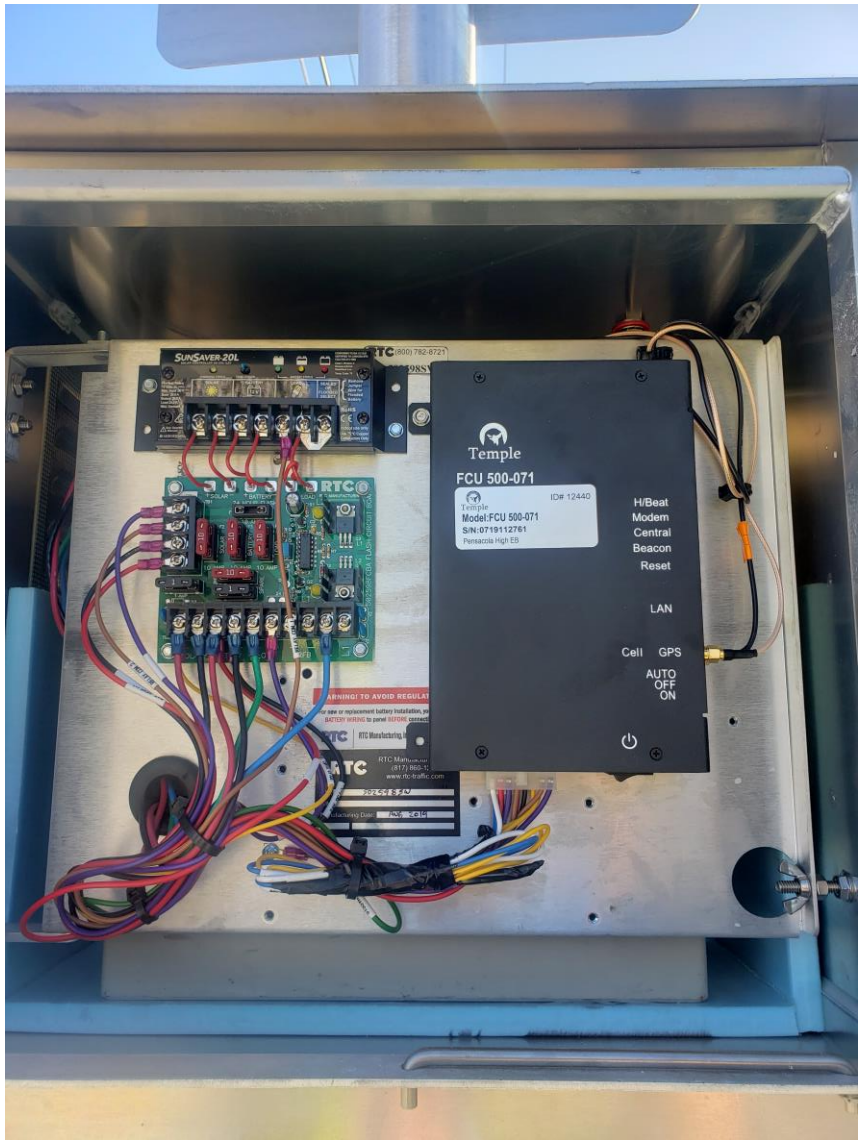
Applied Information Company

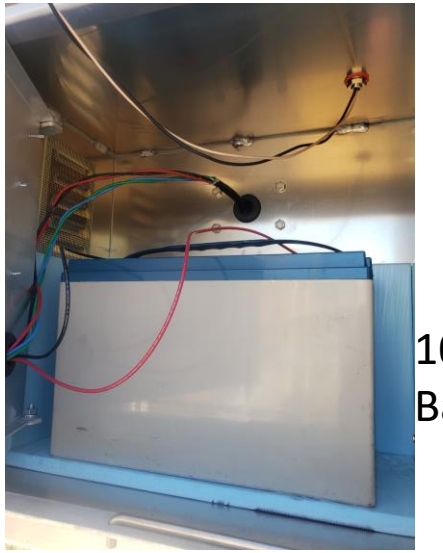
Glance Software

City of Pensacola - School Beacons - October 10, 2019						
TOTAL	SCHOOL	GROUND MOUNTED	SOLAR POWERED SIGNAGE	CLOUD-BASED MONITORING TECHNOLOGY	MANAFACTURE CABINET TYPE	
1	AK Suter Elem NB (12429)	Pedestal Base	Solar/Single Bcn w/S5-1 Speed Limit Sign	Glance FCU 500-071 -Temple	K&K Systems w/55 AMP HR Battery	
2	AK Suter Elem SB (12430)	Pedestal Base	Solar/Single Bcn w/S5-1 Speed Limit Sign	Glance FCU 500-071 -Temple	K&K Systems w/55 AMP HR Battery	
3	CLA Bayou NB (12431)	Pedestal Base	Solar/Single Bcn w/S5-1 Speed Limit Sign	Glance FCU 500-071 -Temple	K&K Systems w/55 AMP HR Battery	
4	CLA Bayou SB (12432)	Pedestal Base	Solar/Single Bcn w/S5-1 Speed Limit Sign	Glance FCU 500-071 -Temple	K&K Systems w/55 AMP HR Battery	
5	CLA Hyde Park EB (12433)	Pedestal Base	Solar/Single Bcn w/S5-1 Speed Limit Sign	Glance FCU 500-071 -Temple	RTC/Carmanah w/55 AMP HR Battery	
6	CLA Hyde Park WB (12434)	Pedestal Base	Solar/Single Bcn w/S5-1 Speed Limit Sign	Glance FCU 500-071 -Temple	RTC/Carmanah w/55 AMP HR Battery	
7	Episcopal Day NB (12435)	Pedestal Base	Solar/Single Bcn w/S5-1 Speed Limit Sign	Glance FCU 500-071 -Temple	RTC w/105 AMP HR Battery	
8	NB Cook Elem NB (12436)	Pedestal Base	Solar/Single Bcn w/S5-1 Speed Limit Sign	Glance FCU 500-071 -Temple	RTC w/105 AMP HR Battery	
9	NB Cook Elem SB (12437)	Pedestal Base	Solar/Single Bcn w/S5-1 Speed Limit Sign	Glance FCU 500-071 -Temple	RTC w/105 AMP HR Battery	
10	OJ Semmes Elem EB (124338)	Pedestal Base	Solar/Single Bcn w/S5-1 Speed Limit Sign	Glance FCU 500-071 -Temple	RTC w/105 AMP HR Battery	
11	OJ Semmes Elem SB (124339)	Pedestal Base	Solar/Single Bcn w/S5-1 Speed Limit Sign	Glance FCU 500-071 -Temple	RTC w/105 AMP HR Battery	
12	Pensacola High (12440)	Pedestal Base	Solar/Single Bcn w/S5-1 Speed Limit Sign	Glance FCU 500-071 -Temple	RTC w/105 AMP HR Battery	
13	Sacred Heart NB (12441)	Pedestal Base	Solar/Single Bcn w/S5-1 Speed Limit Sign	Glance FCU 500-071 -Temple	RTC w/105 AMP HR Battery	
14	Sacred Heart SB (12442)	Pedestal Base	Solar/Single Bcn w/S5-1 Speed Limit Sign	Glance FCU 500-071 -Temple	RTC w/105 AMP HR Battery	
15	Saint Paul's EB (12303)	Pedestal Base	Solar/Single Bcn w/S5-1 Speed Limit Sign	Glance FCU 500-07B - Temple	* Carmanah w/55 AMP HR Battery	
16	Saint Paul's WB (12304)	Pedestal Base	Solar/Single Bcn w/S5-1 Speed Limit Sign	Glance FCU 500-07B - Temple	* Carmanah w/55 AMP HR Battery	
17	Scenic Height EB (12443)	Pedestal Base	Solar/Single Bcn w/S5-1 Speed Limit Sign	Glance FCU 500-071 -Temple	RTC w/105 AMP HR Battery	
18	Scenic Height WB (12444)	Pedestal Base	Solar/Single Bcn w/S5-1 Speed Limit Sign	Glance FCU 500-071 -Temple	RTC w/105 AMP HR Battery	
	Notes:				* Carmanah w/55 AMP HR Battery	
	* There appears to be four (4) locations with low light conditions that may have solar charging issues: Sacred Heart NB, OJ Semmes EB, CLA Hyde Park EB and Scenic Heights EB)					
	* It takes approximately two (2) hours to perform an onsite inspection of all eighteen (18) beacon locations					
	* For after hour maintenance operations "Knockdowns" County will replace w/County standard assembly - Slide (22) ; Staff requests that City provide any stock/spare equipment for repair or replacement purposes.					
	* There are two (2) types of FCU Flasher Units 500-071 typical to all County maintained beacons and 500-07B that only works with St. Paul's beacon assembly R829G equipment					


Map
Satellite
Walmart Supercenter
Sam's Fun City
Pensacola Christian College
Cordova Mall
NORTHEAST PENSACOLA
Fast Eddies Fun Center
Brent
Bellview
NORTH
Location Site Map
City School Beacons
Goulding
Bayview Park
West Pensacola
Myrtle Grove
Pensacola
Longleaf Dr
Godwin Ln
Cerny Rd
Muldoon Rd
W Jordan St
W Jackson St
N Pace Blvd
N 9th Ave
Creighton Rd
Langley Ave
Tekar Dr
N 12th Ave
N 17th Ave
Wingfoot Way
Hancock Ln
Sarah Dr
Lanier Dr
Tippin Ave
Spanish Trail
N Palafox St
North W Street
Community Dr
N Blue Angel Pkwy
Patricia Dr
N 69th Ave
N 57th Ave
N New Warrington Rd
N E St
8 Mile Creek

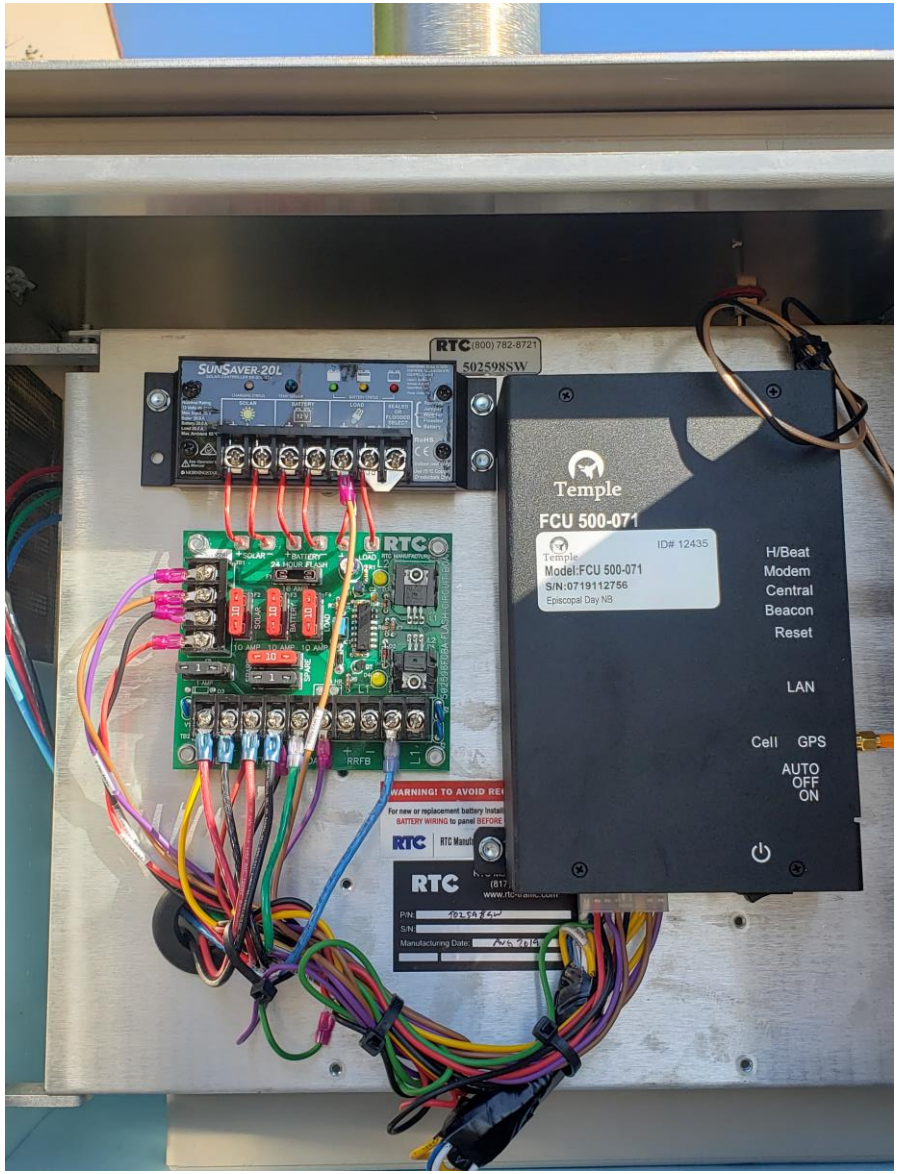
Pensacola High School EB - Westbound E. Maxwell St. - Glance ID# 12440 - FCU 500-071





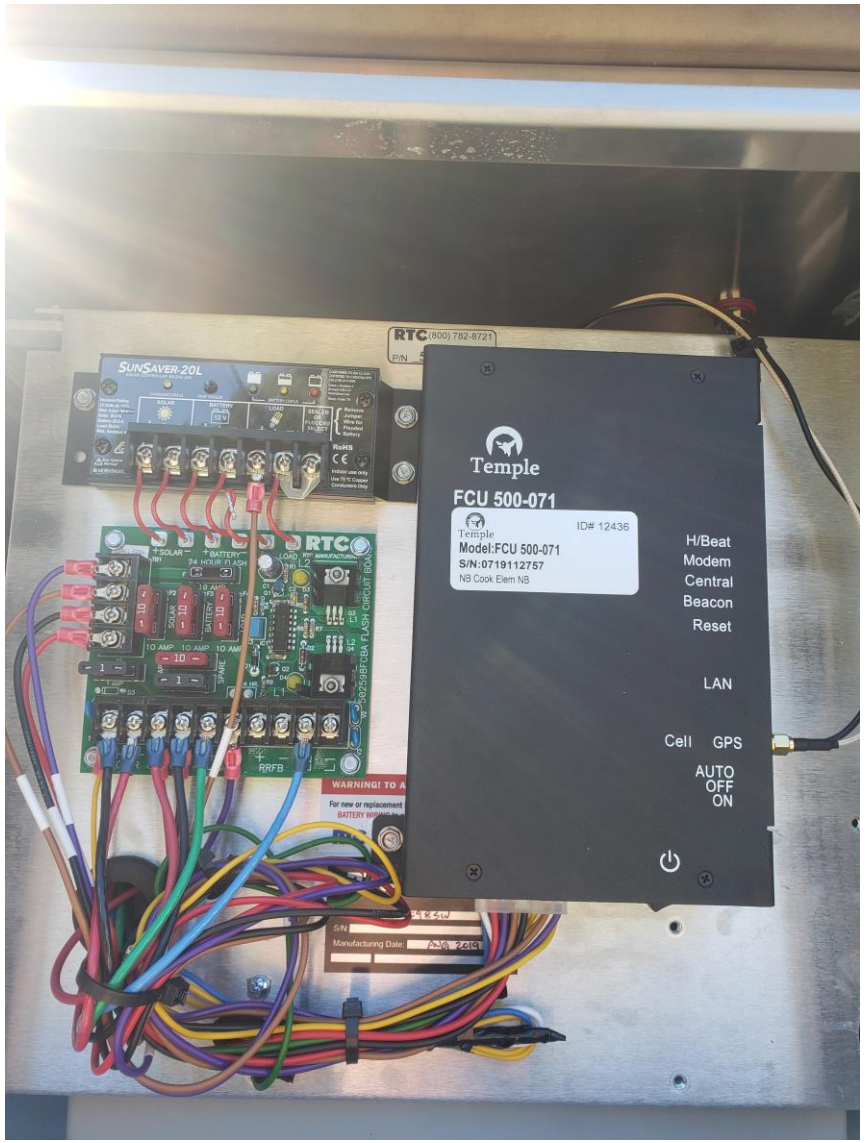
105 AMP HR Battery

Episcopal Day NB - Southbound Palafox St. - Glance ID# 12435 - FCU 500-071



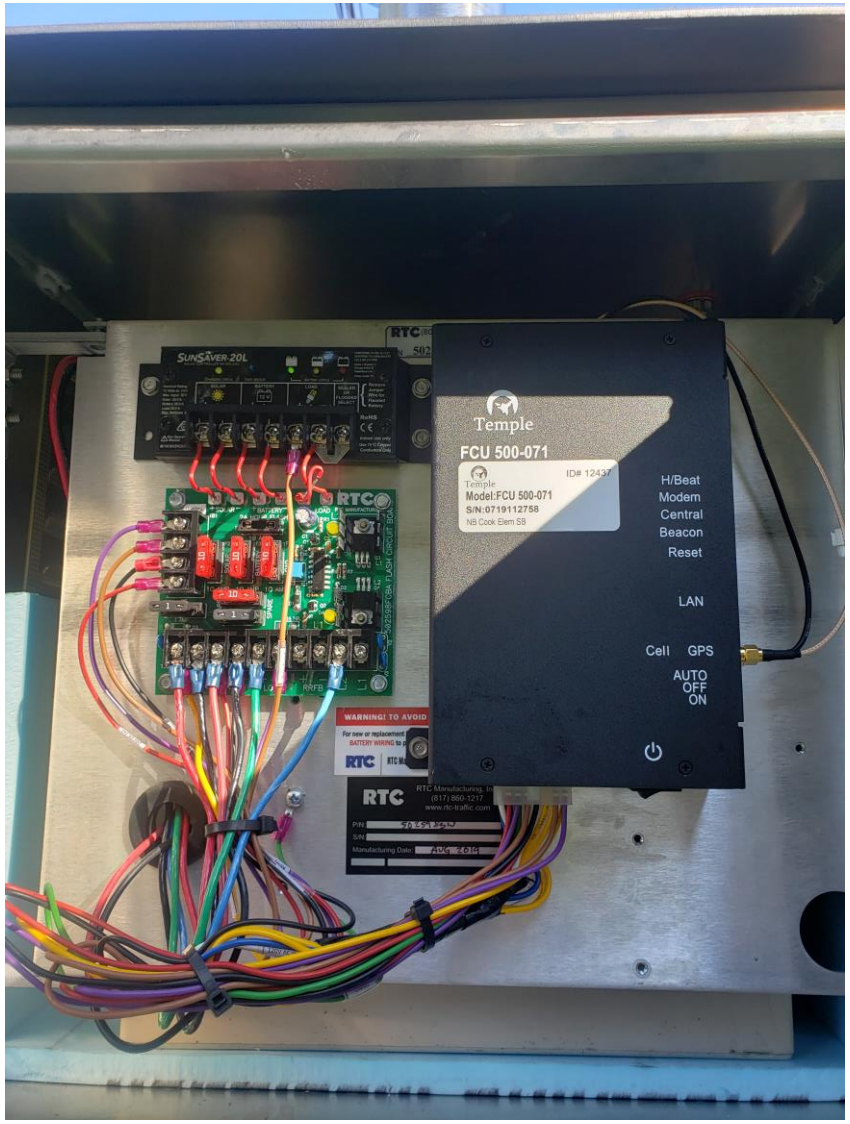
105 AMP HR Battery

NB Cook Elementary NB - Northbound 12th Ave. - Glance ID# 12436 - FCU 500-071



105 AMP HR
Battery

NB Cook Elementary SB – Southbound 12th Ave. – Glance ID# 12437 - FCU 500-071

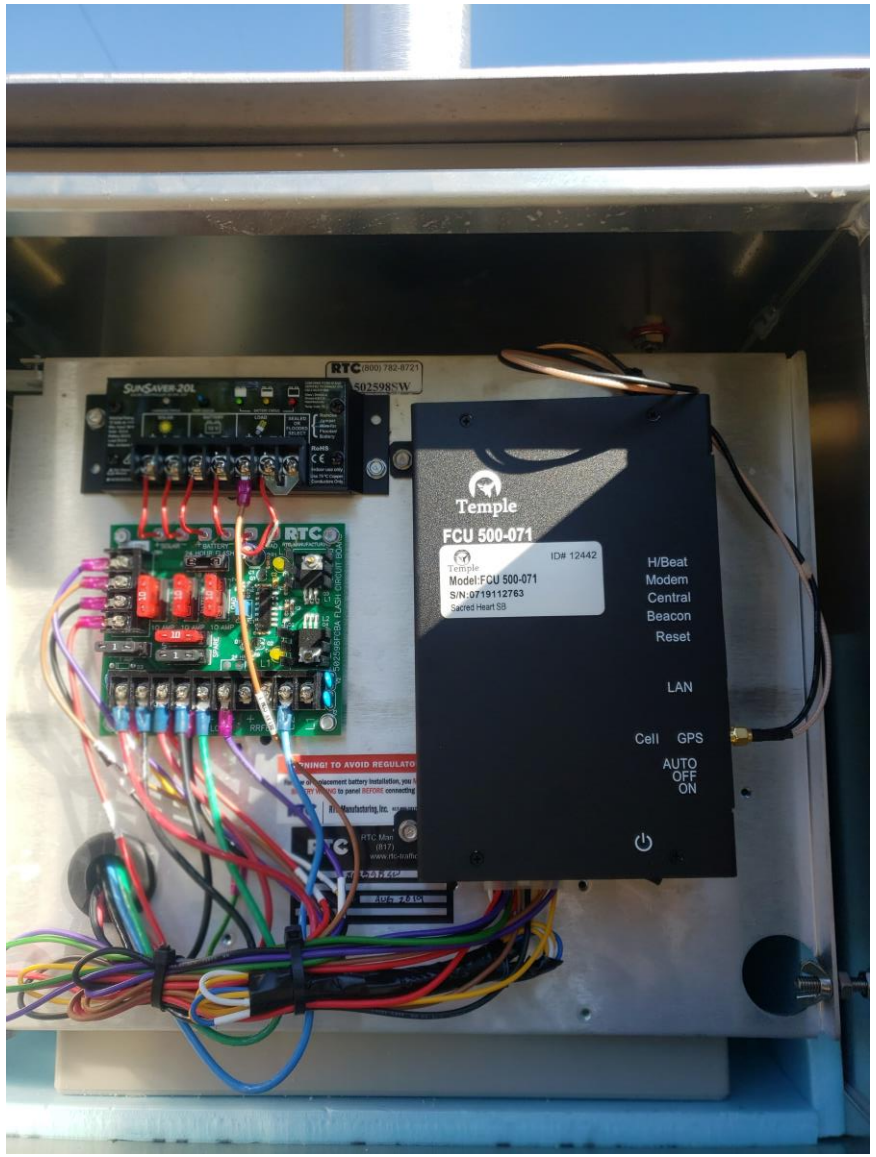


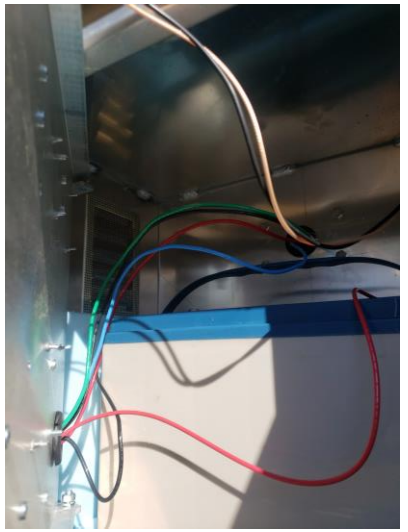
105 AMP HR Battery

Sacred Heart NB - Northbound 12th Ave. - Glance ID# 12441 - FCU 500-071

Poor Sunlight 11:00AM to 1:00 PM Only

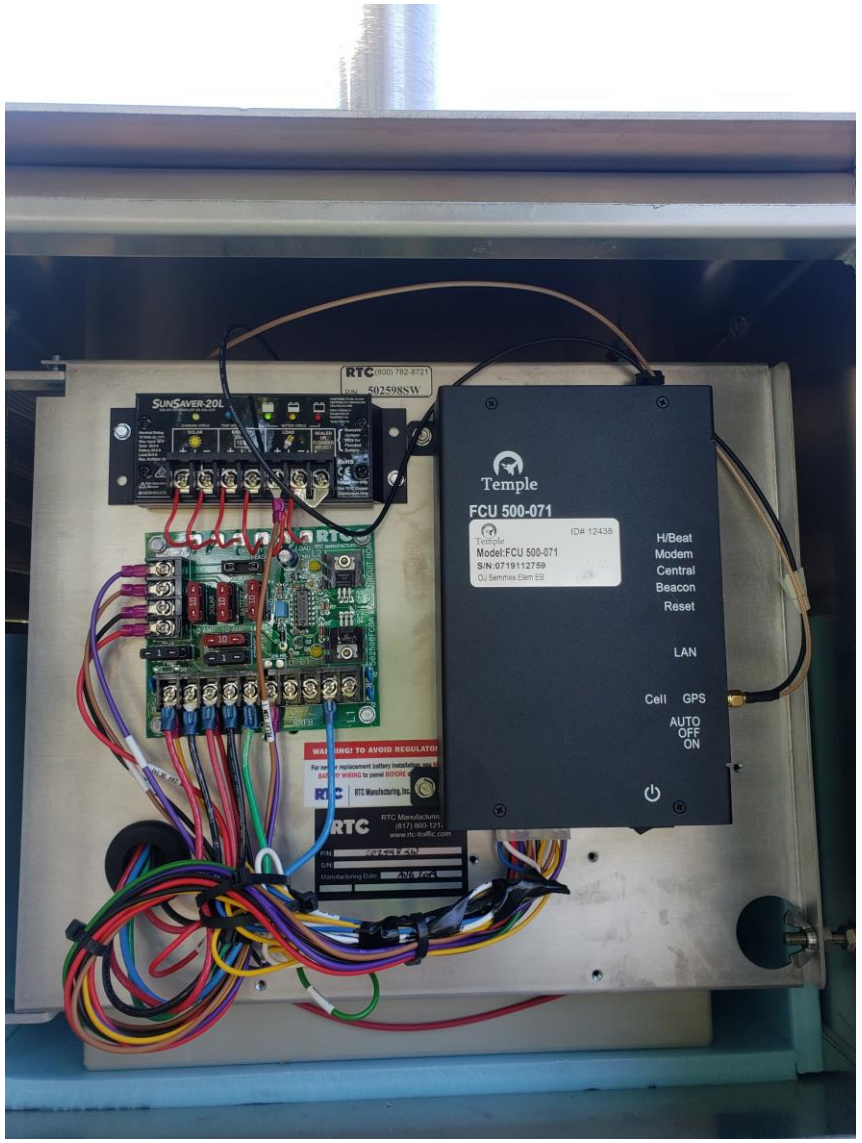
Sacred Heart SB – Southbound 12th Ave. – Glance ID#12442 – FCU 500-071





105 AMP HR Battery

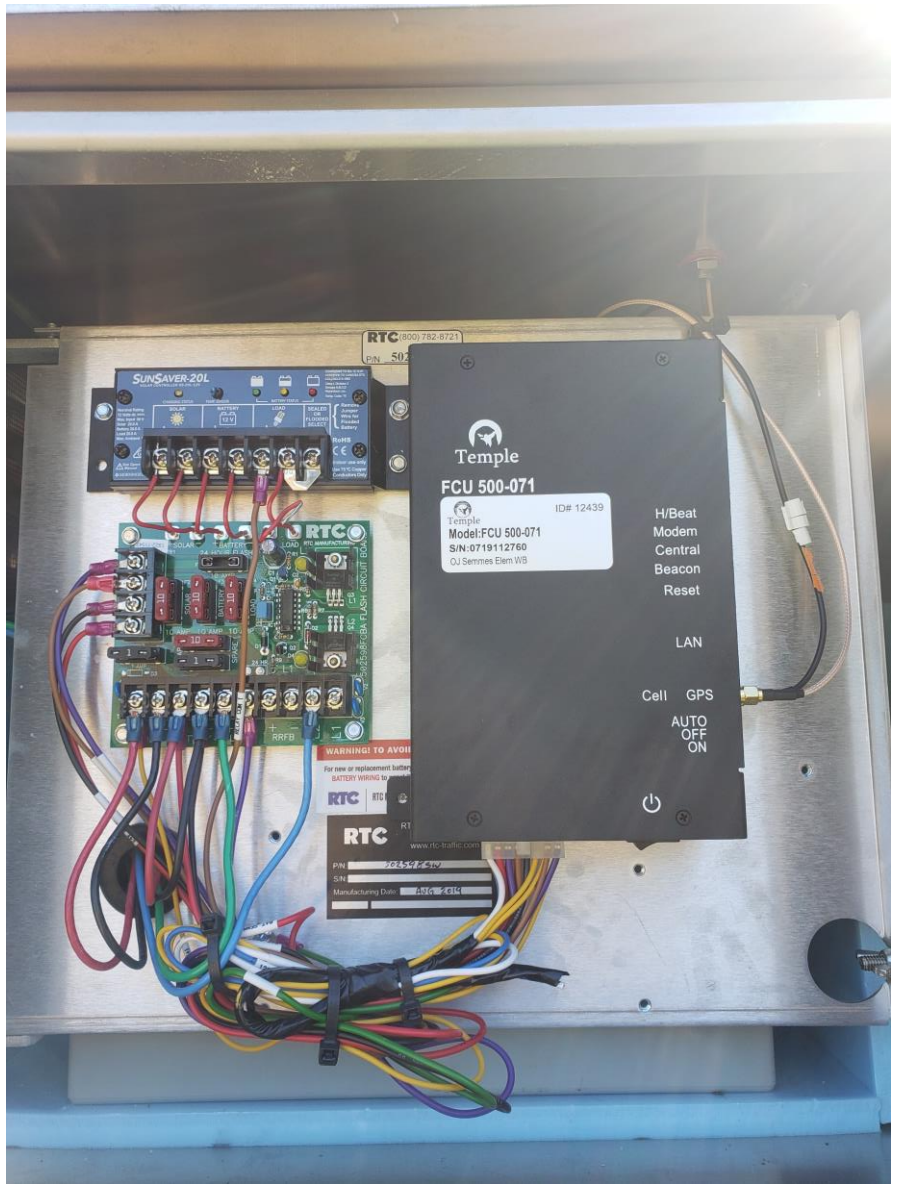
OJ Semmes EB – Eastbound Texar Drive– Glance ID# 12438 – FCU 500-071



No Morning Sunlight
12PM To Dark

105 AMP HR
Battery

OJ Semmes WB – Westbound Texar Drive – Glance ID#12439 – FCU 500-071

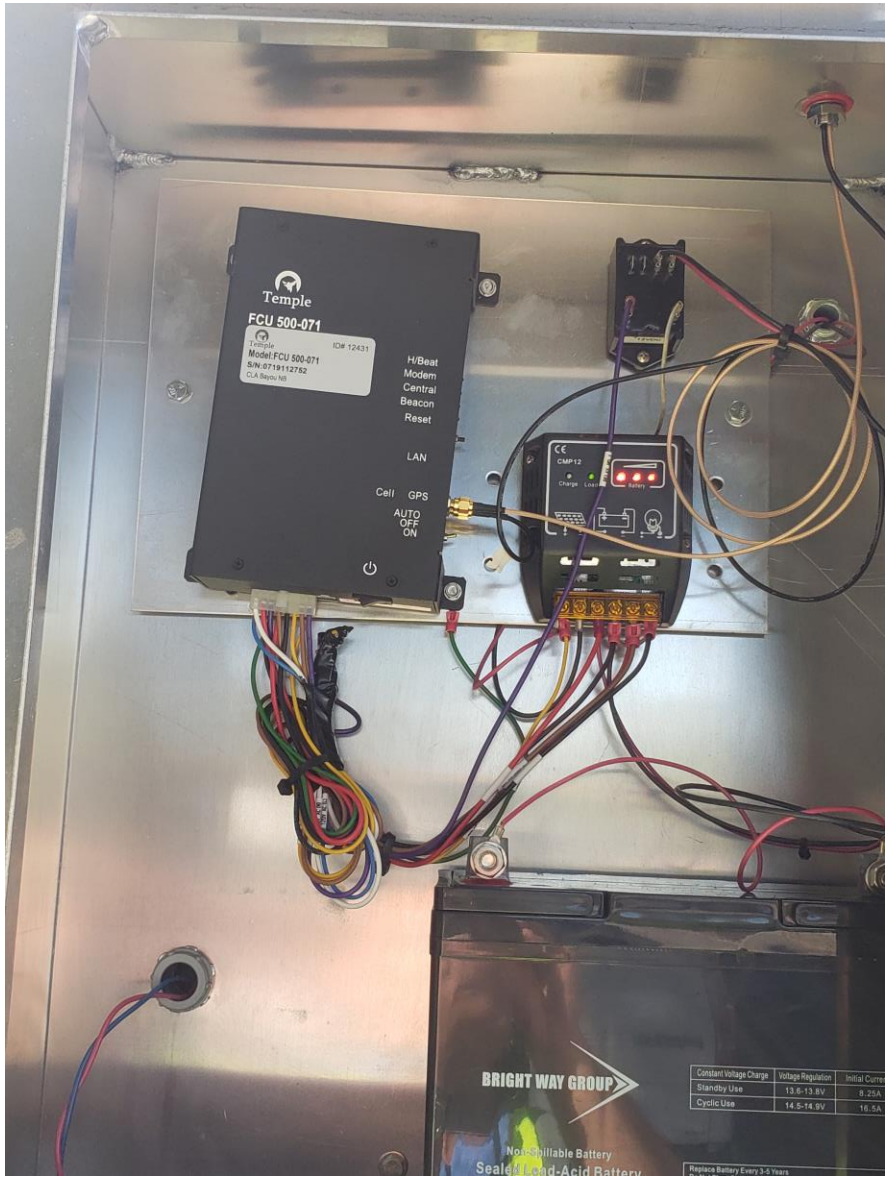


105 AMP HR Battery

CLA Bayou SB – Southbound Bayou Blvd. – Glance ID#12432 – FCU-071

55 AMP HR
Battery

CLA Bayou NB – Northbound Bayou Blvd. – Glance ID# 12431 – FCU 500-071



55 AMP
HR Battery

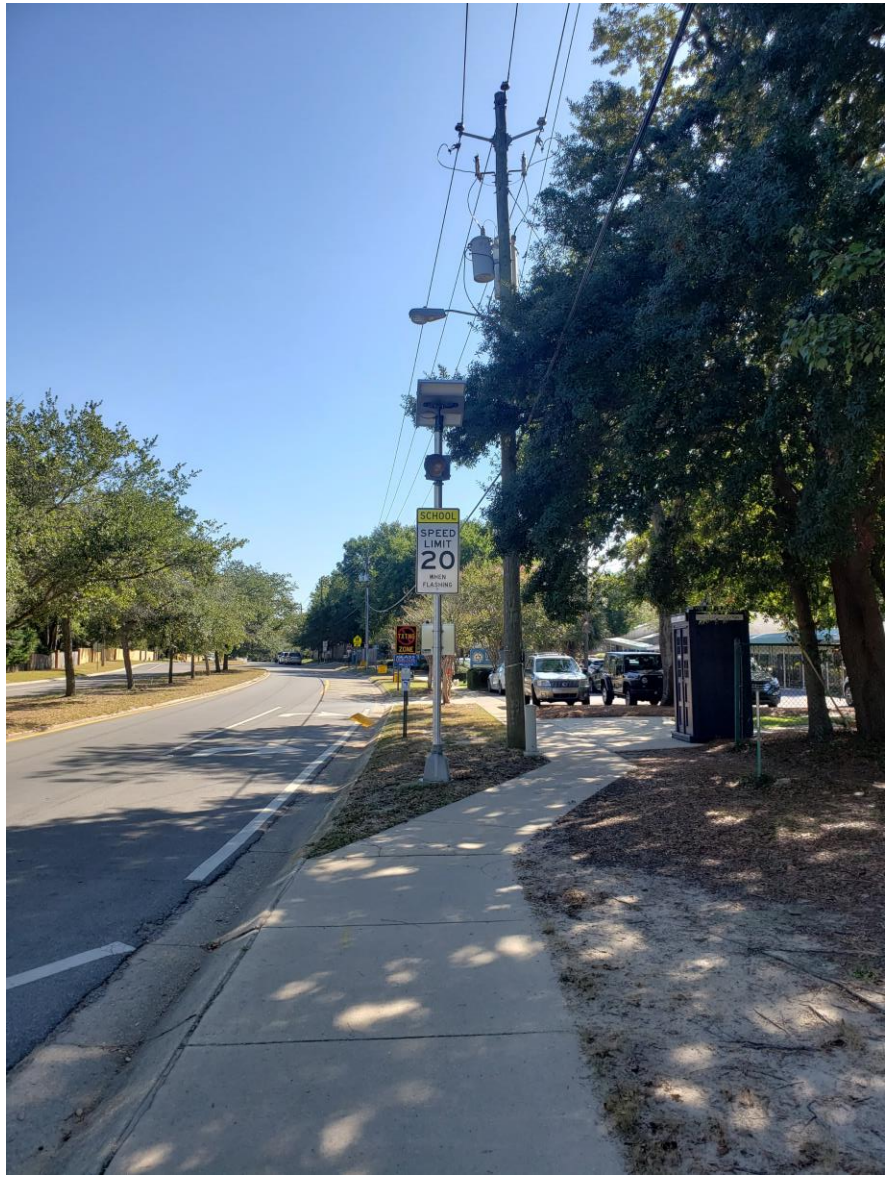
St. Pauls EB – Eastbound Hyde Park – Glance ID# 12303 – FCU 500-07B – Carmanah Sys. R829G Only

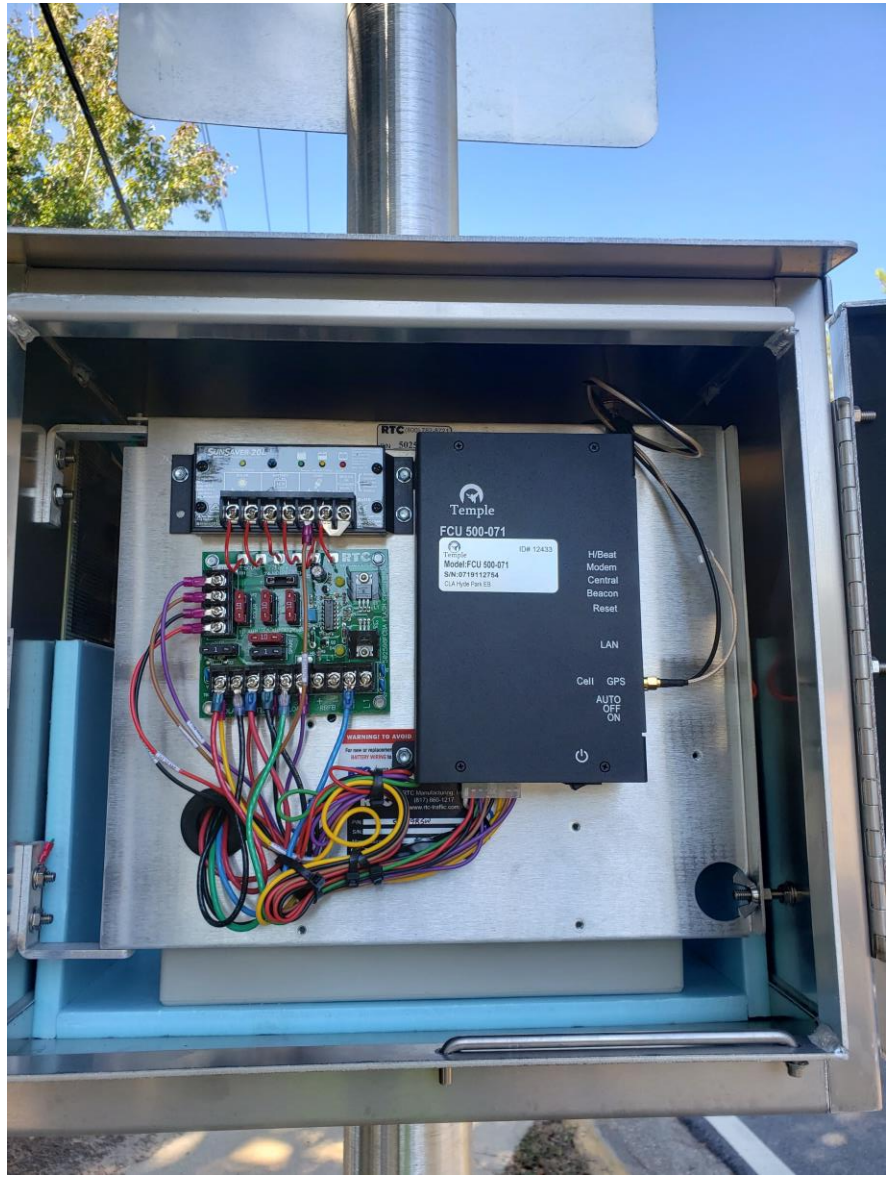
55 AMP HR
Battery

St. Pauls WB – Westbound Hyde Park – Glance ID# 12304 – FCU 500-07B – Carmanah Sys. R829G Only

55 AMP HR Battery

CLA Hyde Park EB – Eastbound Hyde Park – Glance ID# 12433 – FCU 500 - 071

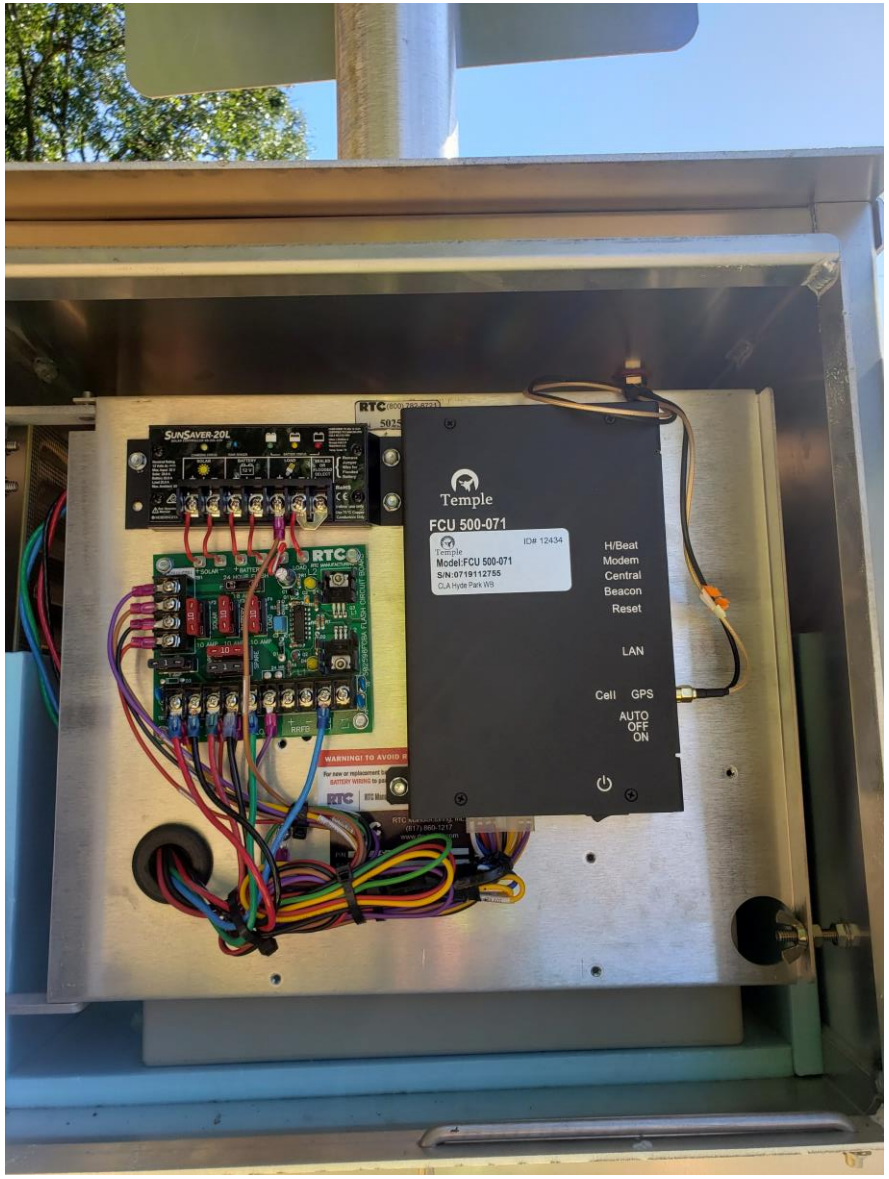




Poor Sunlight To Solar Panel
May Have Charging Issues

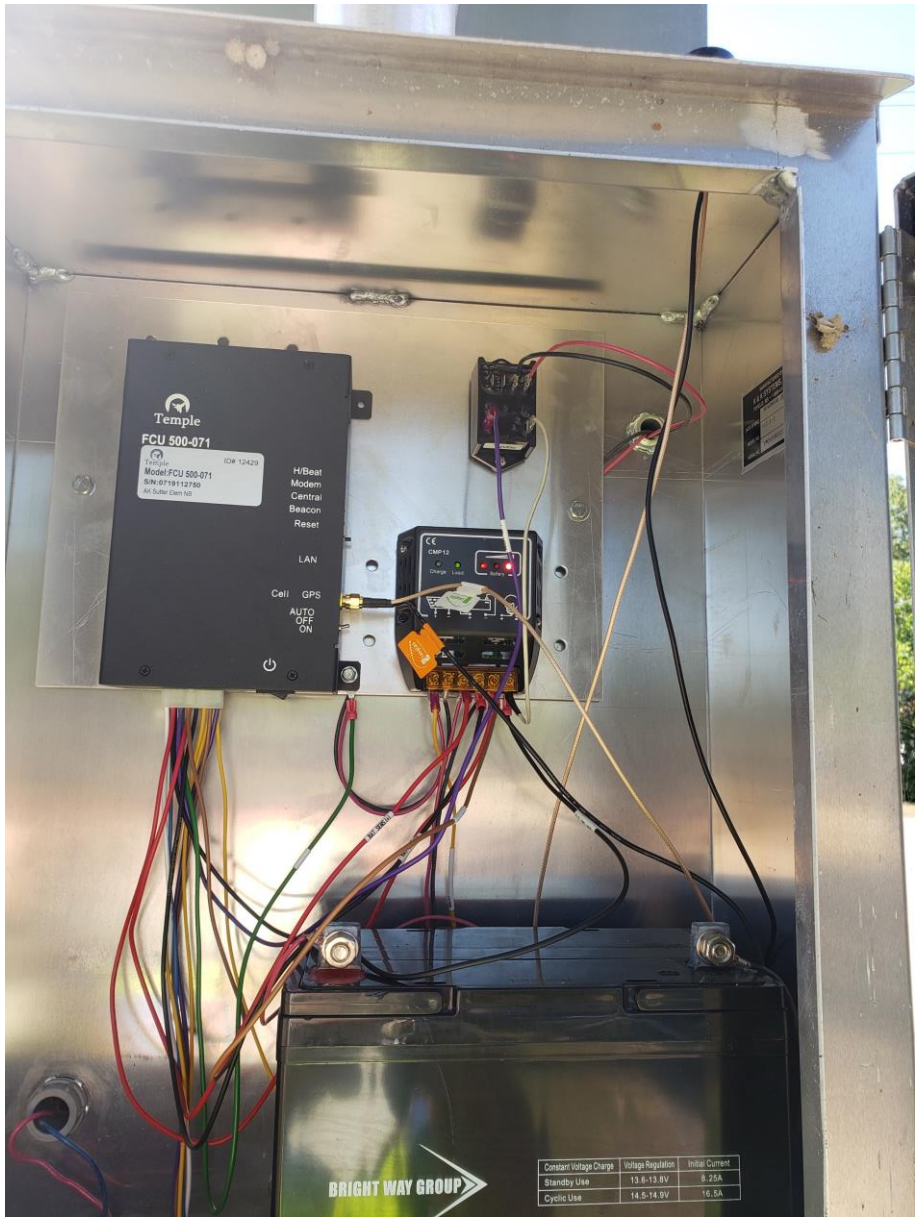
105 AMP HR Battery

CLA Hyde Park WB – Westbound Hyde Park – Glance 12434 – FCU 500-071



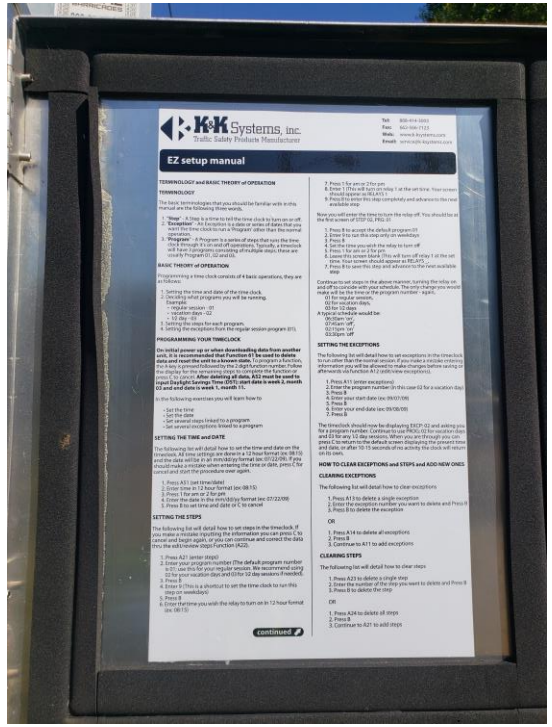
105 AMP HR Battery

AK Suter NB – Northbound Perry Ave. – Glance ID# 12429 – FCU 500-071



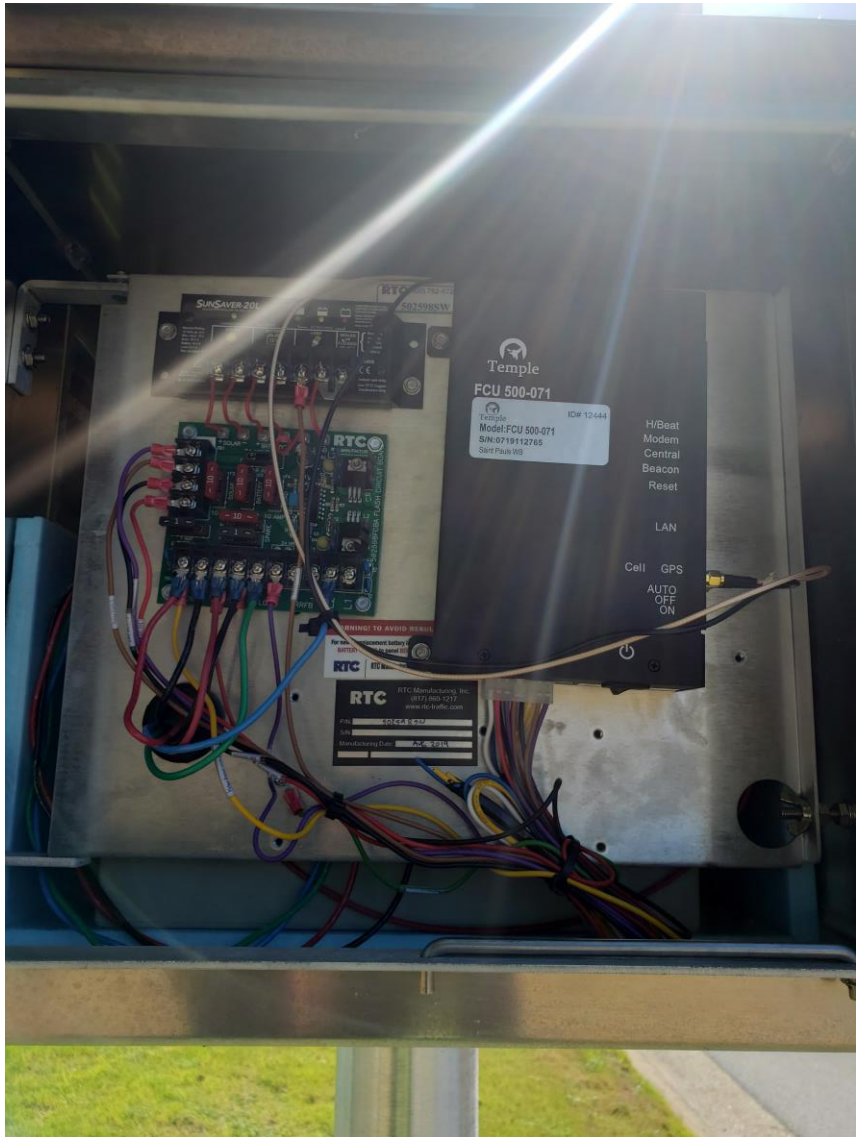
55 AMP HR Battery

AK Suter SB – Southbound Perry Ave. – Glance ID# 12430 – FCU 500-071



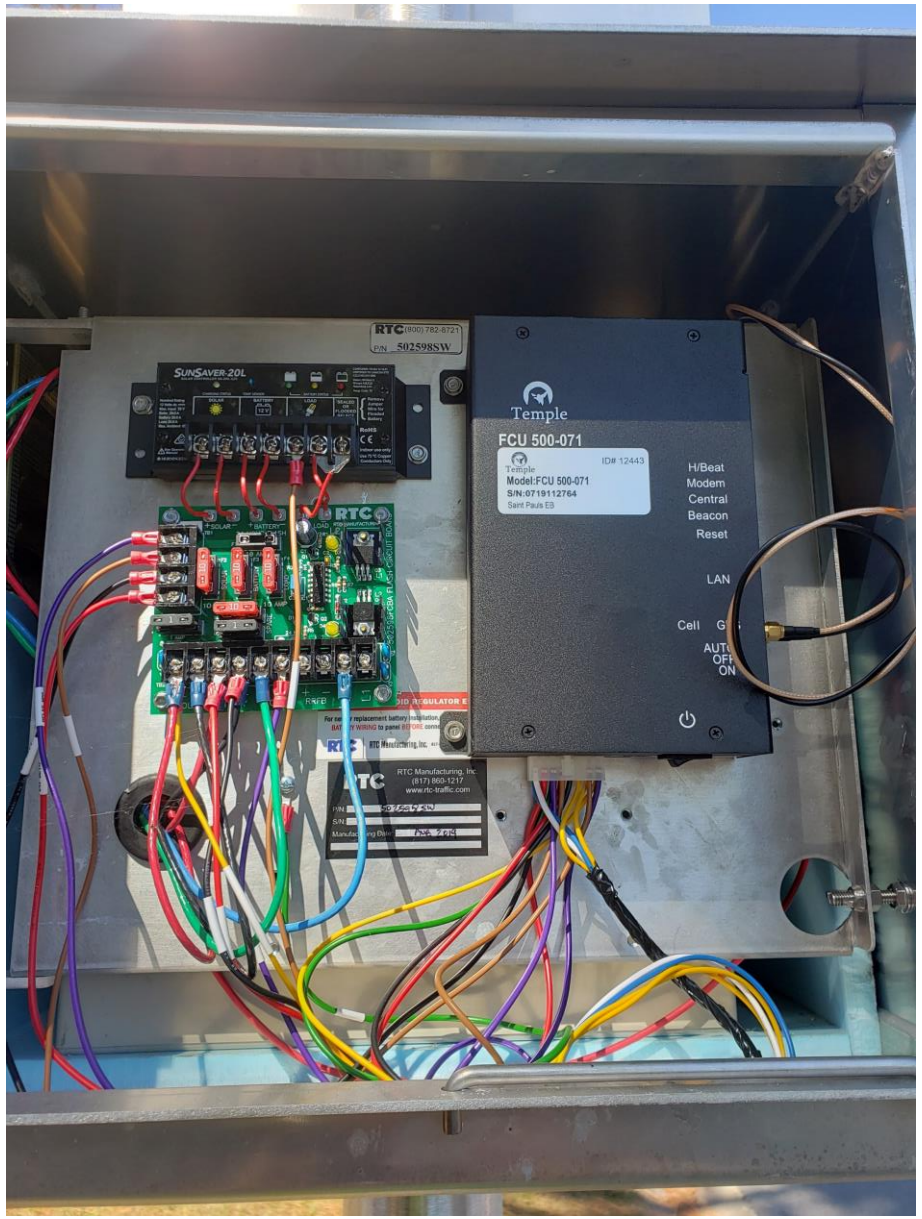
55 AMP HR
Battery

Scenic Heights WB – Westbound Langley Ave. Glance ID# 12444 – FCU 500-071



105 AMP HR
Battery

Scenic Heights EB – Eastbound Langley Ave. Glance ID# 12443 – FCU 500-071



Poor Sunlight Afternoon Only

105 AMP HR
Battery

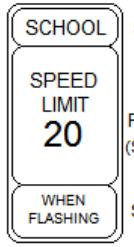
ESCAMBIA COUNTY – STANDARD SCHOOL CLOUD-BASED RADAR/FLASHING BEACON ASSEMBLY

SOLAR POWERED SCHOOL FLASHING RADAR SPEED BEACON

SIGNAL HEAD DETAIL

1-SECTION
1-WAY
(1 ASSEMBLY REQUIRED)
12 Volt LED

SIGN DETAIL



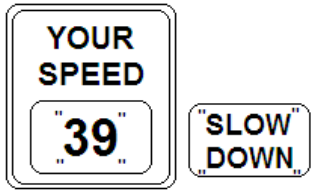
S4-3, 24"x 8"

R2-1, 24"x 30"
(School Speed Limit Varies)

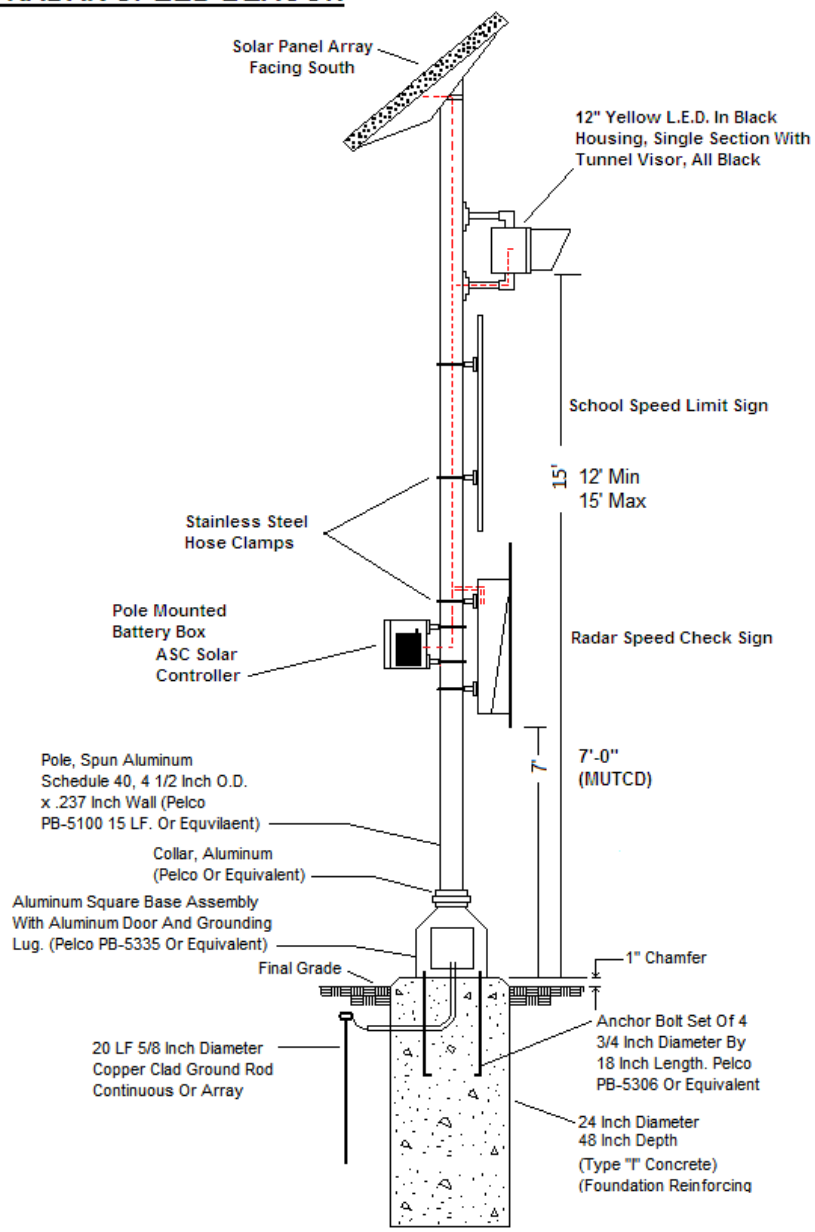
S4-4, 24"x 10"

SPEED CHECK

INFORMATION DISPLAY COMPANY



School Time Clock Scheduler And Output For Flashing Beacon



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17152 **County Administrator's Report 13. 3.**
BCC Regular Meeting **Discussion**
Meeting Date: 12/05/2019
Issue: Acquisition of Real Property Located in the 7600 Block of Winodee Drive
From: Joy Jones, Director
Organization: Engineering
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Acquisition of Real Property Located in the 7600 Block of Winodee Drive for Carpenter Creek Riparian Preservation - Joy Jones, P.E., Engineering Department Director

That the Board take the following action to give further direction regarding the acquisition of real property located in the 7600 Block of Winodee Drive, owned by Gulf Timberlands, Inc.:

A. Authorize the purchase of real property located in the 7600 Block of Winodee Drive, totaling approximately 5.23 acres, from Gulf Timberlands, Inc., for the owner's counteroffer of $108,208.70 (appraised value is $72,700) or some other amount; and

B. Authorize staff to draft the Contract for Sale and Purchase for the acquisition of real property (approximately 5.23 acres), located in the 7600 Block of Winodee Drive, and bring the executed Contract back before the Board.

The real property is located in Commission District 4.

[Funding Source: Fund 352, LOST III, Cost Center 220102, NESD Capital Projects, Project 08NE0028, Environmentally Sensitive Lands]

BACKGROUND:

The development of a revitalization plan for Carpenter Creek and Bayou Texar is identified as a project in the 2017 RESTORE Act Multi-Year Implementation Plan (MYIP) for Escambia County Direct Component expenditures (Pot 1). The Board has already acquired a 7-acre parcel along Olive Road near the headwaters of Carpenter Creek for conservation, environmental restoration, and public recreation.

Staff was given direction by the Board on April 16, 2019, to evaluate another property for potential acquisition. This second 5.23-acre property is also located in the vicinity of the Carpenter Creek headwaters. The address of the property is listed as the 7600 block of Winodee Drive (19-1S-30-1401-000-000). The appraisal values the parcel at $72,700. This value considered the existing wetlands on the parcel.

Approximately 50% of the property appears to be wetlands associated with Carpenter Creek. Potential public uses of the property include conservation, environmental restoration, and public recreation. County acquisition would support revitalization efforts for Carpenter Creek and Bayou Texar.

The owner provided a counteroffer (attached) of $108,208.70. This value was determined by utilizing the sales price per acre for Comp #1 ($42,614) and Comp #2 ($40,146) in the county-obtained appraisal and applying it to half of the acreage (2.615 acres). The average of the two comps is $41,380. The property owner discredited Comp #3 due to the wetlands on that parcel splitting the property and that parcel having access issues. The Adjustment Grid for Comparable Land Sales, which shows both the sales price per acre and the adjusted price per acre, is on page 31 of the full appraisal for this property (attached.)

Regarding the remaining half of the subject property, which appears to be wetlands, the owner is applying a value of $14,000 per acre, totaling $36,610.00, and is asking for tax donation credits. The property owner was advised to discuss this with his accountant.

BUDGETARY IMPACT:

Funding for this project is available in Fund 352, LOST III, Cost Center 220102, NESD Capital Projects, Project 08NE0028, Environmentally Sensitive Lands.

LEGAL CONSIDERATIONS/SIGN-OFF:

All documents will be reviewed by the County Attorney's Office for approval.

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 Escambia County Code of Ordinances.

Attachments

Counter Offer
Aerial Map
Appraisal

Stacey W. Coker

From: Cheryl Ann Young <cayoungrealtor@aol.com>
Sent: Friday, November 15, 2019 8:33 AM
To: Stacey W. Coker
Subject: Re: 7600 Block of Winodee Drive

Mrs. Coker:

To clarify, please see below:

Ms. Coker:

Per your request, this email contains the Response from the Seller as I understand it. The Seller has reviewed the appraisal provided in your previous email and has requested that I relay this response to you for your review to see if we can put this transaction together. The Seller is basing his response to your interest in the above-references property upon the numbers in the first two (2) comparable properties listed on the appraisal while discounting the third property as not comparable due to the wetlands splitting the property and access.

Using 5.23 as the acreage of the parcel per the appraisal and 50% wetlands for a high and dry acreage of approximately 2.615 using the first two (2) comparable properties, the Seller has arrived at a value of $108,208.70.

The Seller is requesting a donation or credit value for the remaining 2.615 acres at the lowest comparable value used in the non-usable, medium density, wetlands

split parcel at approximately $14,000 per acre for which the Seller has arrived at a non-cash value of $36,610.00 for which he is requesting a land donation credit.

In other words, the Seller will sell the parcel for $108,208.70 with a donation of $36,610.00 for the wetlands. The Seller's response is based upon the high and dry uplands only with the price being determined using the average per acre value of the first two (2) comparable properties for the sales price of $108,208.70; the donation value for the remaining wetlands on the parcel, 2.615 acres, is based upon the lowest comparable property's value price per acre for a total donated value of $36,610.00. Please note the Seller is using $14,000.00 per acre instead of the actual $14,986.00 per acre derived from the 3rd comp.

The density of the subject property is HDMU and the uplands are usable and not split by wetlands; the third comparable property (lowest) is split by wetlands with inaccessible uplands and much lower density.

The Seller would like to sell the property. Please provide the County's response. If you have any questions concerning this response or would like this to be submitted in the form of a vacant land contract, please notify me.

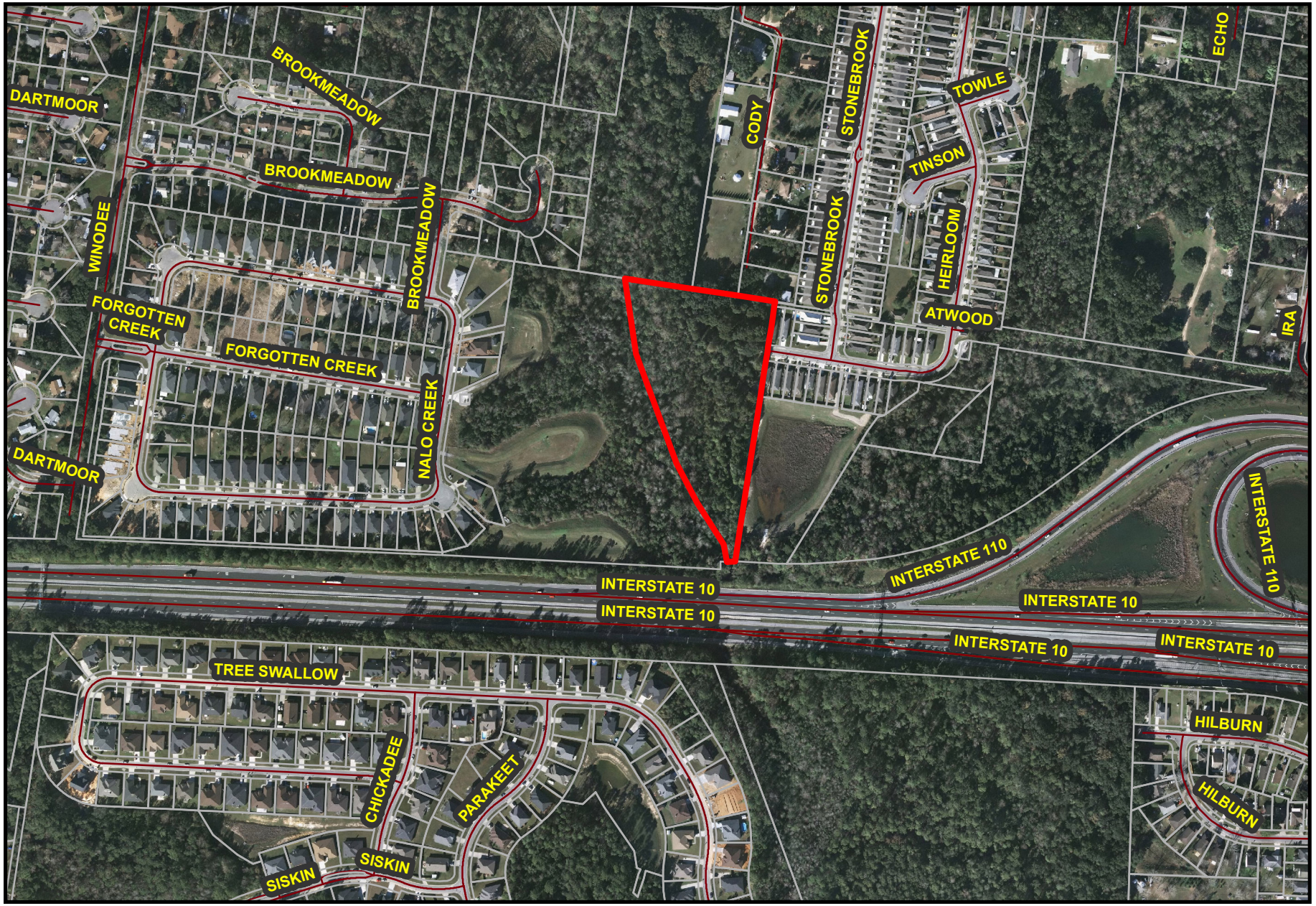
Looking forward to hearing back from you soon.

Thank you.

Sent from my iPhone

Cheryl Young, ABR, CRS, MRP
Lic. Real Estate Broker
Seville Square Realty, LLC
308 E. Government St.
Pensacola, FL 32502

Winodee Drive Property



ESCAMBIA COUNTY
ENGINEERING DIVISION

MLW 9/11/19 DISTRICT 4

2016
Aerial Photo

7600 Block of Winodee Drive

±5.23-ACRES VACANT LAND
7600 BLOCK WINODEE DRIVE
PENSACOLA, FLORIDA 32514

APPRAISAL REPORT

PROPERTY

±5.23-Acres Vacant Land

LOCATION

7600 block Winodee Drive
Pensacola, Florida 32514

EFFECTIVE DATE OF VALUE

June 10, 2019

DATE OF REPORT

June 20, 2019

PREPARED FOR

Escambia County Engineering Department
3363 West Park Place
Pensacola, Florida 32505

Presley-McKenney & Associates, Inc.
Consultant & Real Estate Valuations
Post Office Box 329
Pensacola, Florida 32591-0329

PRESLEY - McKENNEY & ASSOCIATES, INC.

Consultant & Real Estate Valuations
P.O. BOX 329, PENSACOLA, FLORIDA 32591-0329 • (850) 916-7066 • FAX (850) 916-2096

June 20, 2019

Escambia County Engineering Department
3363 West Park Place
Pensacola, Florida 32505

ATTN: Marcia L. Wieborg, Real Estate Acquisition Specialist

RE: Appraisal Report
±5.23-Acres Vacant Land
7600 block Winodee Drive, Pensacola, Florida

Dear Ms. Wieborg:

At your request, an inspection has been made of the referenced property for the purpose of estimating the market value. In compliance with the *Uniform Standards of Professional Appraisal Practice* (USPAP), this is an appraisal that has been prepared in an appraisal report format. Per the scope of work of the assignment, all applicable approaches to value are used; the value conclusion reflects all known information about the subject property, market conditions, and available data. It contains in summary the data, reasoning, and analyses that were used to develop the opinion of value. It also includes descriptions of the subject property, the property's locale, the market for the property type, and an opinion of highest and best use.

Market value will be defined in the following report, but basically assumes a willing buyer and seller, both knowledgeable of the subject real estate market and with the valuation at the property's highest and best use.

As is described within the body of this appraisal report, the subject property is a triangular-shaped, 5.23-acre parcel of vacant land, located at the end of Heirloom Drive north of U.S. Interstate Highway 10.

Escambia County Engineering Department
June 20, 2019
Page Two

Subject to the above and the limiting conditions and certification as set forth herein, it is our opinion that the market value as of the last date of inspection, June 10, 2019, is:

SEVENTY-TWO THOUSAND SEVEN HUNDRED DOLLARS

$72,700

The value indication of $72,700 is a current market value. At this value it is assumed that the exposure time is between twelve and eighteen months. It is also assumed that marketing is through someone knowledgeable of the property and the real estate market for this type property.

We hereby certify we have no interest, present or contemplated, in the appraised property. This appraisal has been prepared utilizing all of the requirements set forth as standards for real estate appraisals established for federally related transactions by the Comptroller of the Currency, the Federal Reserve Board, the Federal Deposit Insurance Corporation, and the State of Florida. The appraisal is in conformity with the standards for real estate appraisals as established by the Appraisal Foundation and its Appraisal Standards Board. The appraisal also conforms to the *Uniform Standards of Professional Appraisal Practice* (USPAP). The fee for this appraisal was not based on value nor was the assignment undertaken based on a pre-determined value or guaranteed loan amount.

We appreciate the opportunity of doing this work for you. After your review, should you have questions, please call.

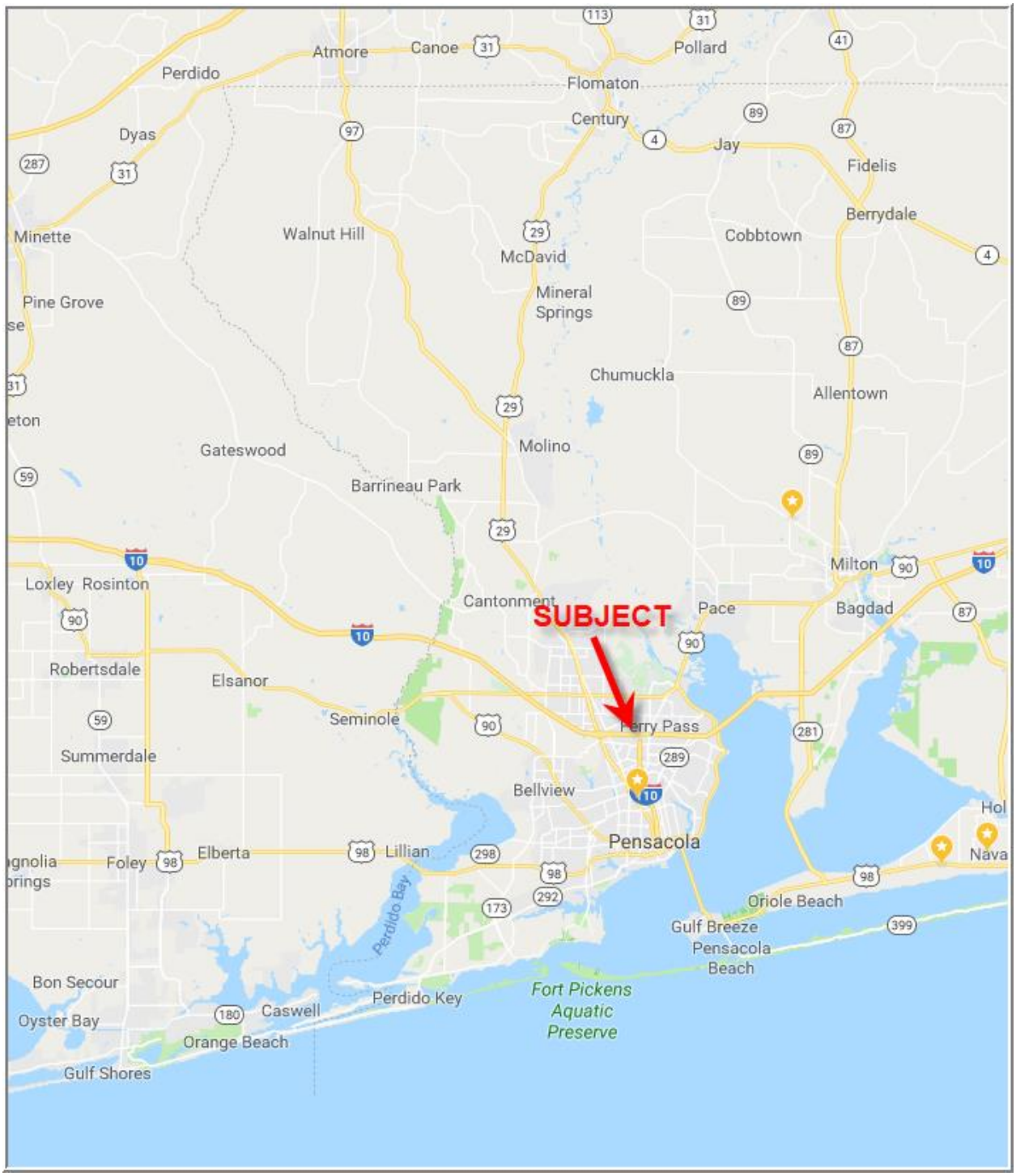
Respectfully submitted,

PRESLEY-McKENNEY & ASSOCIATES, INC.

M. Eugene Presley
State-Certified General Real Estate Appraiser
#0000103

AERIAL PHOTOGRAPH OF SUBJECT

LOCATION OF SUBJECT WITHIN ESCAMBIA COUNTY



SUMMARY OF SALIENT FACTS

INTENDED USERS OF APPRAISAL:	Escambia County Board of County Commissioners and the Engineering Department
USE OF APPRAISAL:	Establishment of market value in anticipation of offering to purchase the property.
OWNER OF RECORD:	Gulf Timberlands, Inc.
DATE OF VALUE:	June 10, 2019
INSPECTION DATE:	June 10, 2019
REPORT DATE:	June 20, 2019
PROPERTY RIGHTS APPRAISED:	Fee simple.
PARCEL ID:	Tax Parcel #19-1S-30-1401-000-000
LOCATION:	7600 block Winodee Drive
PHYSICAL LOCATION:	End of Winodee Drive, north of U.S. Interstate Highway 10.
CURRENT IMPROVEMENTS:	None.
HIGHEST AND BEST USE:	Residential development.
ESTIMATED EXPOSURE TIME:	Twelve to eighteen months.
OPINION OF MARKET VALUE:	**$72,700**

SCOPE OF APPRAISAL

The appraisal problem, and purpose of this appraisal, is to provide an opinion of current market value of the subject property. The subject property was first identified by the client. Research was then made of the subject property, including a visit to it on June 10, 2019, which is the date of value. Other research involved a search of public records sources to include the Escambia County Tax Collector's office, the Escambia County Property Appraiser's office, the Escambia County Clerk of Courts, the Escambia County Code of Ordinances, and the Florida Department of Transportation.

Additional research was conducted on a local scale in an effort to identify trends and factors that have an effect on property values within the subject market area. Once these trends and factors were identified, a highest and best use analysis was conducted. Upon determination of the land's highest and best use, sales of similar land were researched for use in the direct sales comparison approach to value. Sources of information on these sales included the local Pensacola Association of Realtors (PAR) Multiple Listing Service (MLS), the Gulf Coast Commercial Multiple Listing Service (GCCMLS), the Escambia County Property Appraiser's office, the Escambia County Clerk of Courts, local commercial real estate professionals, as well as buyers and sellers.

Development of the direct sales comparison approach to value resulted in a range of market value, which has been reconciled into a final value conclusion. Finally, this current opinion of market value for the subject, as well as a summary of all pertinent information involved in that determination, is presented within this appraisal report.

PURPOSE OF APPRAISAL

The purpose of this appraisal is to estimate the market value of the subject property. The objective of this report is to present the data and reasoning that the appraiser used to form the opinion of value.

PROPERTY RIGHTS APPRAISED

The property rights appraised are those of a fee simple estate. "Fee simple estate" has been defined as:

> "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."[1]

MARKET VALUE DEFINITION AND IMPLICATIONS

The definition and qualifications of this term as currently accepted by the Lending Institutions to include such organizations as the Federal Home Loan Bank Board, Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, and Federal Deposit Insurance Corporation are as follows:

> "The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:
>
> A. buyer and seller are typically motivated;
> B. both parties are well informed or well advised, and acting in what they consider their own best interests;
> C. a reasonable time is allowed for exposure in the open market;
> D. payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and
> E. the price represents the normal consideration for the property sold

[1] Appraisal Institute, *The Appraisal of Real Estate,* 12th ed. (Chicago: Appraisal Institute, 2001) 68.

unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."[2]

[2] Appraisal Institute, *The Appraisal of Real Estate*, 12th ed. (Chicago: Appraisal Institute, 2001) 23.

LAND DESCRIPTION

For a better visualization of this narration, please refer to the following pages for exhibits and photographs.

LOCATION: End of Heirloom Drive, north of U.S. Interstate Highway 10.

LEGAL REFERENCE: Per last recorded deed of subject property (OR Book 4243, page 1737, March 31, 1998):

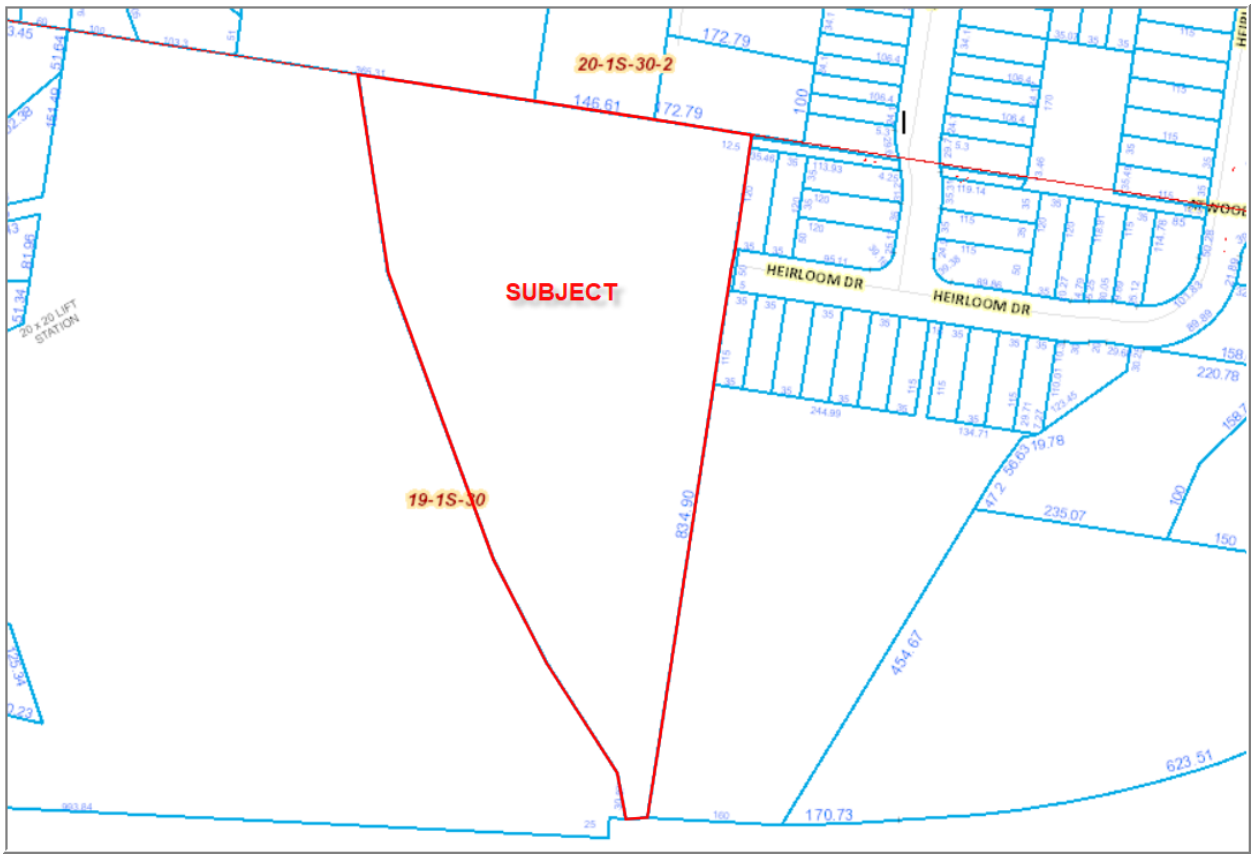
COMMENCE AT THE SOUTHWEST CORNER OF SECTION 19, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE NORTH 07°22'08" EAST ALONG THE WEST LINE OF SAID SECTION FOR A DISTANCE OF 215.97 FEET TO THE NORTHERLY R/W LINE OF INTERSTATE 10 (SR #8, 300' R/W); THENCE SOUTH 89°06'50" EAST ALONG SAID R/W FOR A DISTANCE OF 30.19 FEET TO THE EASTERLY R/W LINE OF WINODEE ROAD (60' R/W) (DB 561, PG. 576) AND THE POINT OF BEGINNING; THENCE NORTH 07°22'08" EAST ALONG SAID R/W FOR A DISTANCE OF 1077.22 FEET TO THE NORTH LINE OF SAID SECTION 19, THENCE SOUTH 82°35'16" EAST ALONG SAID NORTH LINE FOR A DISTANCE OF 2055.88 FEET, THENCE SOUTH 07°23'05" WEST FOR A DISTANCE OF 834.96 FEET TO THE NORTHERLY R/W OF INTERSTATE #10; THENCE NORTH 83°26'20" WEST ALONG THE R/W FOR A DISTANCE OF 30.87 FEET; THENCE SOUTH 01°33'40" WEST ALONG SAID R/W FOR A DISTANCE OF 25.00 FEET; THENCE NORTH 88°26'20" WEST ALONG SAID R/W FOR A DISTANCE OF 993.84 FEET TO THE P.C. OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 86093.7 FEET, A DELTA ANGLE OF 0°40'30" (A CHORD DISTANCE OF 1914.26 FEET; A CHORD BEARING OF NORTH 88°46'35" WEST); THENCE ALONG THE ARC OF SAID CURVE BEING THE SAID NORTHERLY R/W LINE FOR A DISTANCE OF 1014.27 FEET TO THE POINT OF TANGENT; THENCE NORTH 89°06'50" WEST ALONG SAID R/W FOR A DISTANCE OF 30.71 FEET TO THE POINT OF BEGINNING. LYING AND BEING IN SECTION 19, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.

LAND AREA: ±5.23 Acres.

This is the total subject area based on the statement of size from Escambia County GIS.

SHAPE: Triangular.

DIMENSIONS: Undetermined. The Plat Map below indicates some of the dimensions.



INGRESS/EGRESS: Adequate access from public road.

The subject property, described as being tax parcel #19-1S-30-1401-000-000, has an eastern boundary that includes bordering the end of right-of-way of Heirloom Drive, as shown on the previous plat map.

TOPOGRAPHY: The subject property slopes downward generally from the northeast to the southwest toward Carpenter Creek. The topographic map on the next page shows the approximate location of the subject outlined in red. The slope drops an approximate 25 feet from around 100 feet to 75 feet.

FLOOD DATA:

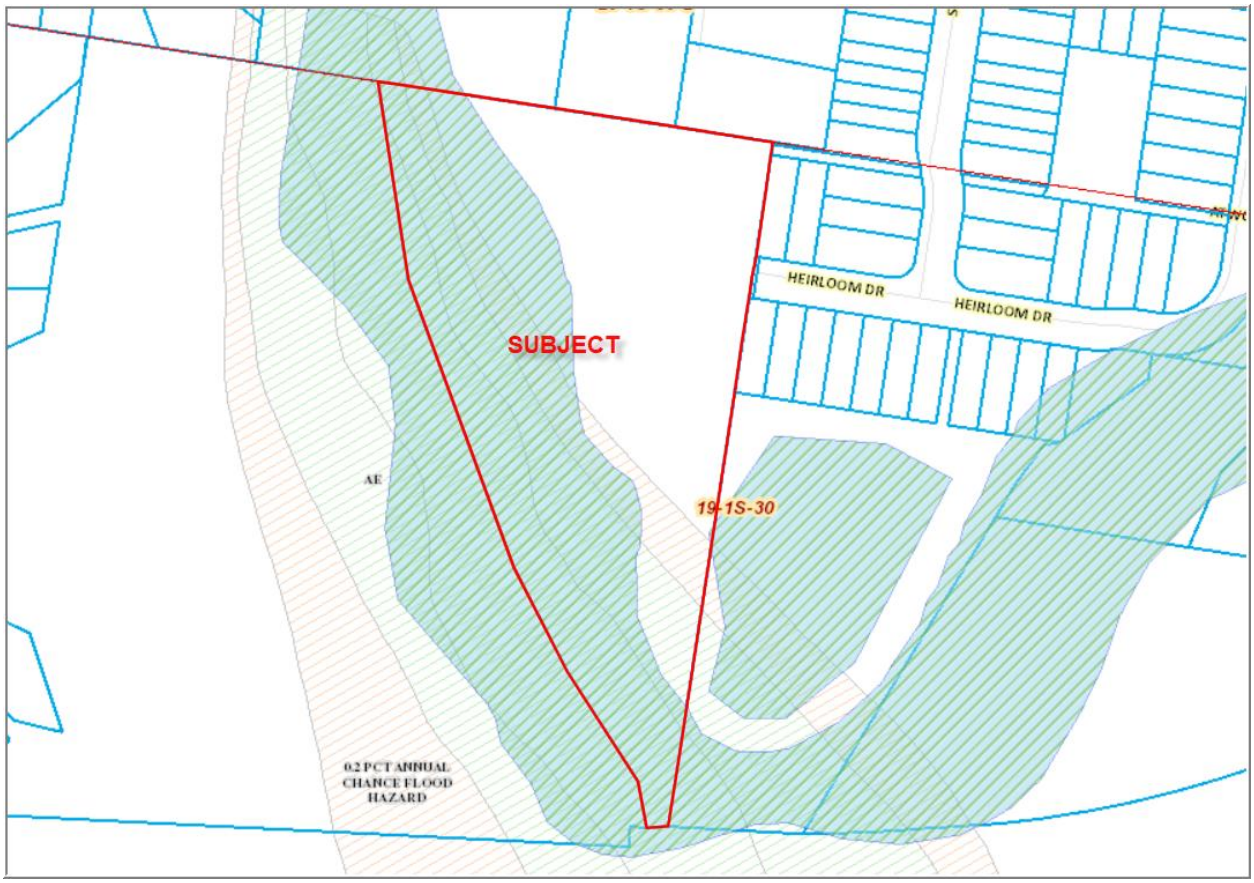
While approximately 50% of the subject property appears to be designated as located in Zone X, an area outside of the 100-year flood zone, according to Flood Insurance Rate Map 12033C0315G, dated September 29, 2006, the remainder is of the subject's total area appears to be located within the flood plain of Carpenters Creek. A copy of the referenced map is shown on a following page.

IMPROVEMENTS:

None.

ENVIRONMENTAL CONCERNS:

From our study of an aerial photograph, flood hazard maps, and a map showing potential wetlands, it appears that approximately 50% of the subject property's total area is wetlands having flood hazard. This wetlands/low area appears to be located along the western half of the subject property. The map on the next page shows the approximate area of the wetlands in green cross hatching.



EASEMENTS: None noted.

From examination of maps available from the Escambia County GIS, we do not note any easements.

ENCROACHMENTS: None noted.

From a visit to the parcel and a viewing of the aerial photograph, we do not note any obvious encroachments.

RESTRICTIONS: From a review of the five-year history of the subject property, which contains no recorded deed transfers of the property, we do not note any obviously stated deed restrictions on the property. However, we were not provided any title search results for our use and the user of this appraisal report is advised that our research should not be

mistaken as the equivalent of a title search.

ZONING: HDMU, High Density Mixed Use district, per Escambia County.

The entire subject parcel is zoned HDMU, High Density Mixed Use district, per Escambia County.

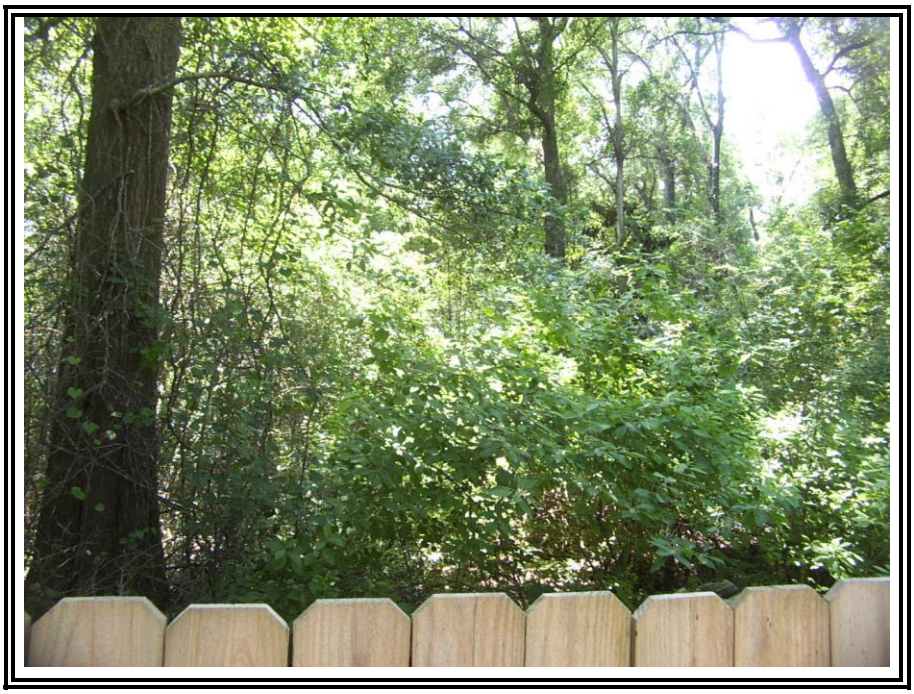
ASSESSED VALUE: $37,264 which is the 2018 certified roll assessment from the Escambia County Property Appraiser's office.

PROPERTY TAXES: Based on 2018 millage rates, real estate taxes were $522.43 for the year. There was also a non-*ad valorem* fee of $15.18.

RECENT HISTORY: According to our research, there have been no transactions involving the subject property during the last five years.

SUBJECT PHOTOGRAPHS

View of Subject Property from End of Heirloom Drive

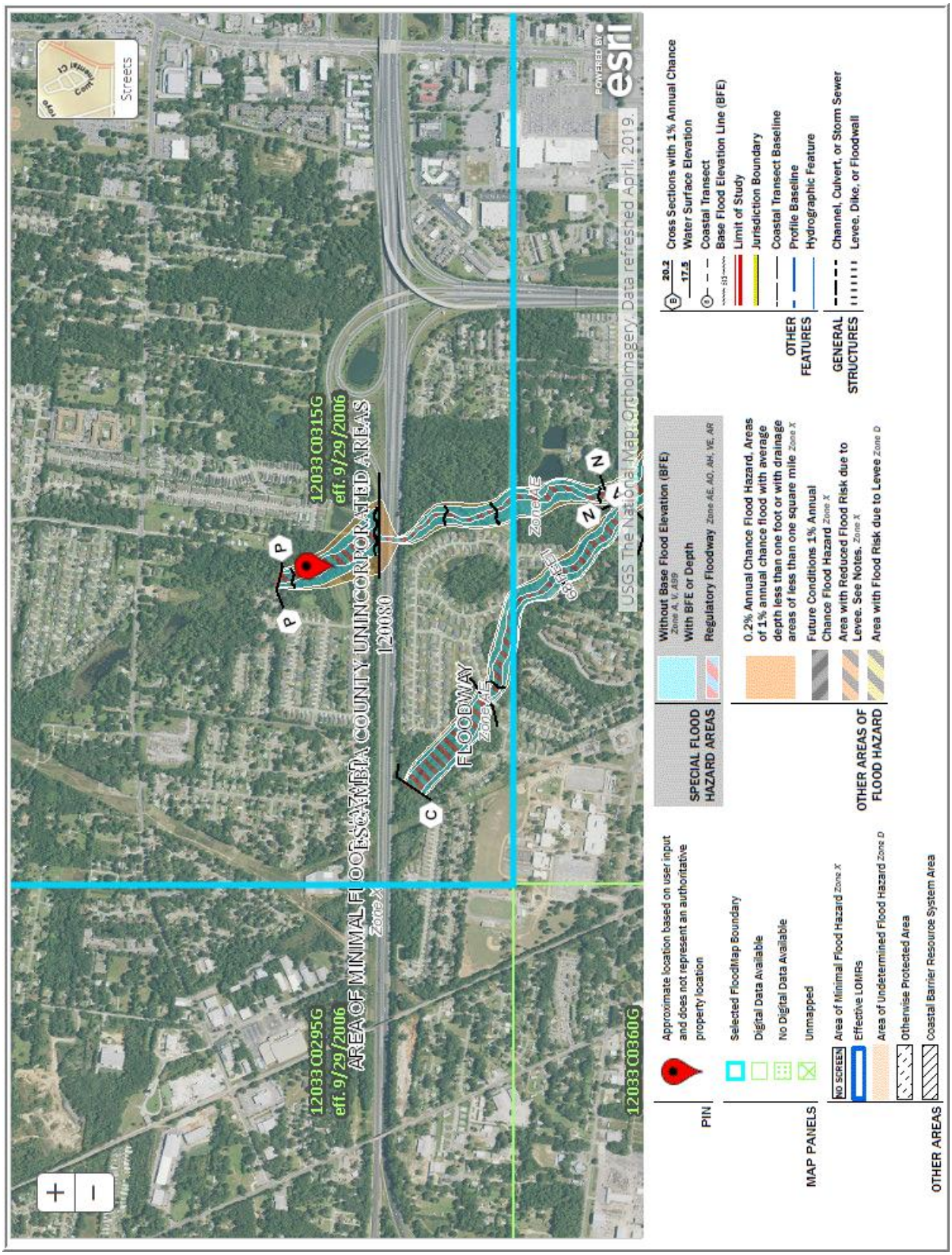


View of Interior of Subject Property, Taken over Existing Fence

SUBJECT PHOTOGRAPHS

View of Heirloom Drive, as Seen from Near Subject

FLOOD HAZARD MAP



HIGHEST AND BEST USE

A brief definition of the term "highest and best use" would be:

> "The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value."[3]

Implied within this definition is recognition of the contribution of that specific use to community environment or to community development goals in addition to wealth maximization. Also implied is that the determination of highest and best use results from the appraiser's judgment and analytical skill, i.e., that the use determined represents an opinion, not a fact.

The Highest and Best Use section of this report is the pivotal point in the appraisal process. All previous data is used to test in four criteria, as stated in the definition: (1) legally permitted, (2) physically possible, (3) economically feasible, and, (4) maximally productive.

The property being appraised includes about 5.23 acres of land area. The parcel is of triangular shape with access from the right-of-way of Heirloom Drive. The entire parcel is zoned HDMU, High Density Mixed Use district, per Escambia County. Approximately 50% of the total area—roughly that within the western half of the parcel—appears to be wetlands having a flood hazard risk.

[3] Appraisal Institute, *The Appraisal of Real Estate*, 12th ed. (Chicago: Appraisal Institute, 2001) 305.

AS VACANT ANALYSIS – Considering the land as vacant and available to be developed to its highest and best use, the first criterion of legally permitted uses examines those uses that are allowable per local land use and zoning restrictions. With the entire subject property having HDMU zoning, a variety of residential uses are legally allowed, as well as a handful of commercial uses. The county code states that 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 multifamily dwellings." Specific permitted uses include: all types of residential buildings, retail stores of less than 6,000 square feet, bed and breakfast inns, child care facilities, personal service shops, professional service offices, repair service shops, restaurants, schools, emergency service facilities, places of worship, public utility structures, marinas, and parks. The subject property can reasonably accommodate any of the legally allowed uses.

The second criterion concerns whether the legal uses are physically possible. The parcel has a fairly significant slope downward roughly 25 feet from its northeast corner to its southwest corner, has approximately 50% of its total area as wetlands and/or flood zone, has access to a public road which is residential in character, and its shape and size are not detriments to development. As regards size, the subject parcel is super-adequate for some of the smaller possible uses. However, it is very conducive to uses that would require a significant amount of land area. Any of the legally allowable uses stated in the previous paragraph are considered to be physically possible.

The third criterion of economic feasibility considers whether the legally permissible and physically possible uses are financially feasible at this location and under current market conditions. Because of almost no vehicular traffic and access

only via a secondary road that passes through an established residential neighborhood, it is the appraiser's opinion that of the possible uses stated in the paragraph above, only the following are economically feasible at the subject location under current market conditions: any of the residential uses, public utility structure(s), or a park.

The final criterion of maximum productivity would tend to indicate that a residential use would be highest and best.

EXPOSURE TIME

A brief definition of the term "exposure time" is:

> "The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based upon an analysis of past events assuming a competitive and open market."[4]

Based on the sales found within this report and conversations with local market participants, the subject's exposure time is estimated to be from twelve to eighteen months. This exposure time assumes the sale to have been handled by a knowledgeable real estate broker familiar with the subject real estate market.

[4] Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 3rd ed. (Chicago: Appraisal Institute, 1993) 126.

VALUATION

There are three commonly accepted approaches to value: The Cost Approach, which is the estimation of the reproduction of a property, less depreciation from deterioration and functional and economic obsolescence; the Sales Comparison Approach, which is estimating the value of a property by comparison with recent sales of similar or competitive properties in the market; and the Income Approach, which is the estimation of value which the property's net earning power will support, based upon a capitalization of this net income. All three of these valuation approaches, when developed competently, express a market value for a particular property.

These approaches do not make value. They are merely tools in the hands of the appraiser, who must carefully apply each of the three approaches, and then make an analysis as to which is adapted to the purpose of the appraisal. The final estimate of each approach is then reconciled, the approach is carefully weighted, and the final value then determined.

In some cases, not all three approaches are considered relevant in the assessment of the market value of a particular property. The most relevant approaches when estimating market value are those that are most often utilized in the market. In the case of the subject property, which is a parcel of vacant land, the most relevant approach to market value is the direct sales comparison approach.

The direct sales comparison approach involves direct comparisons to the subject of similar properties that have sold in the marketplace. This approach consists of searching the market for sales, qualifying the sales prices and terms, comparing the sales to the subject property for differences, adjusting the sales for those differences, and formulating an opinion of value from the adjusted value indications. The sales that are utilized are compared on a sale price per unit basis depending upon the "typical" unit used by market participants.

The market-derived adjustments follow a specific, logical order so as not to skew the results. The adjustments listed in order include: Property rights,

financing, conditions of sale, buyer expenditures, date of sale or market conditions, location and various physical adjustments. While an adjustment for each factor may not be required, they are all considered, resulting in a comparable unit of measure.

The units of comparison may be physical, such as dollars per acre of area, or they may be economic, such as gross rent multipliers. The units of comparison yield a pattern, which is reconciled and converted to a value indication for the property via the direct sales comparison approach.

LAND VALUE ANALYSIS

The property being appraised includes about 5.23 acres of land area. The parcel is of triangular shape with access from the right-of-way of Heirloom Drive. The entire parcel is zoned HDMU, High Density Mixed Use, per Escambia County. Approximately 50% of the total area is shown by Escambia County GIS to be wetlands.

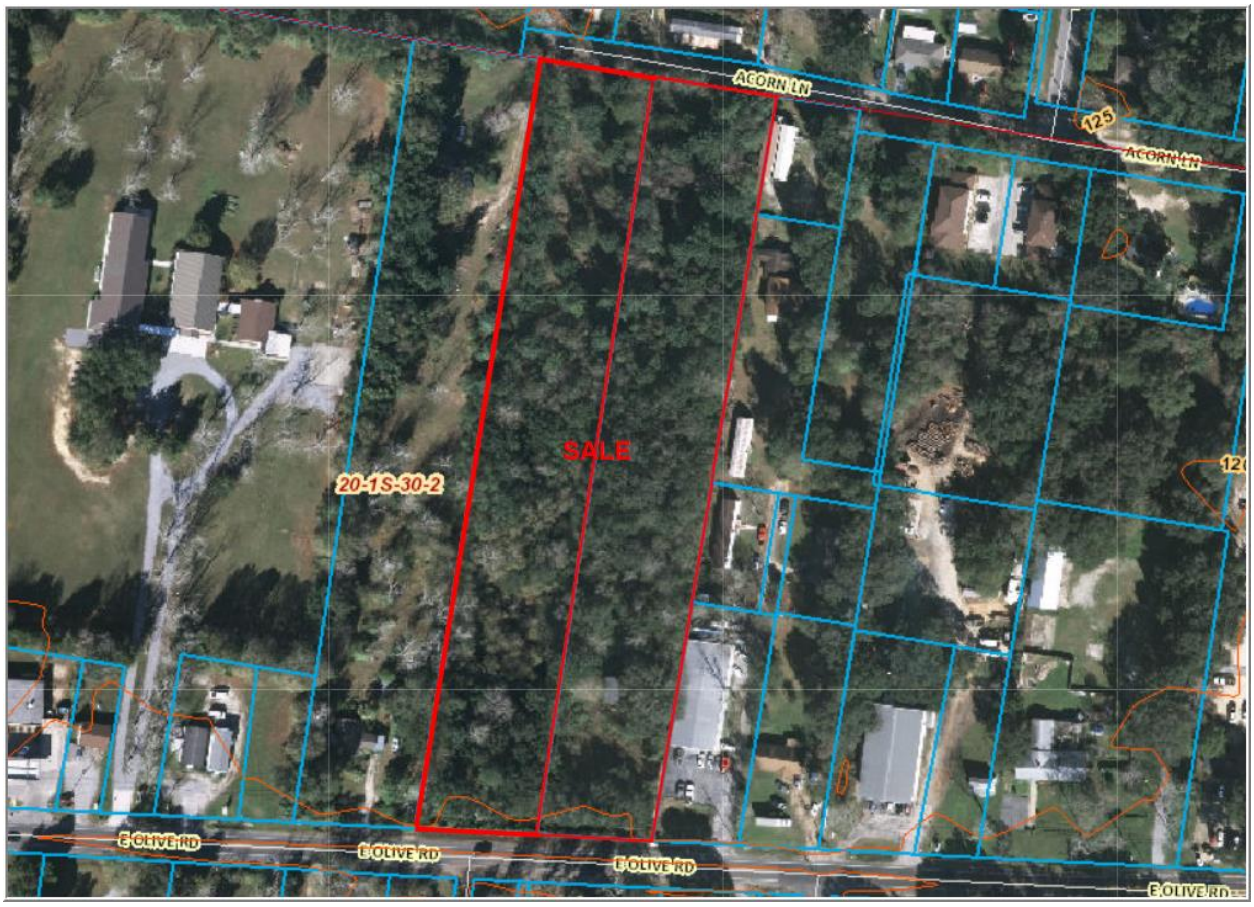
A comprehensive survey was made of the market area for sales of similar land. Several sales were studied. The chart below lists those sales that are considered to be most similar to the subject property and the most reliable indicators of market value. More complete descriptions are included on following pages.

COMPARABLE LAND SALES				
No.	**Property Address**	**$/AC**	**Date**	**AC Area**
Subject	*7600 block Winodee Drive*	*TBD*	*6/2019*	*±5.23*
1	1210 Olive Road	$42,614	8/2018	±5.28
2	8700 block Chemstrand Road	$40,146	10/2018	±9.59
3	715 Olive Road	$14,986	4/2017	±7.34

COMPARABLE LAND SALE #1

LOCATION:	1210 Olive Road & 1401 Acorn Lane, Pensacola, FL 32514
TAX PARCEL #s:	20-1S-30-2101-034-007 & 20-1S-30-2101-023-007
GRANTOR:	T & A Investment Properties, LLC
GRANTEE:	Genesis Properties and Development of Pensacola, LLC
SALE DATE:	August 14, 2018
SALE PRICE:	$225,000
DEED BOOK/PAGE:	7954 / 355, Escambia County, Florida
PREVIOUS SALES:	None in previous three years.
LAND SIZE:	±5.28 Acres
SHAPE:	Basically Rectangular.
INGRESS/EGRESS:	This parcel has ±257 feet of frontage along the north side of Olive Road.
TOPOGRAPHY:	This parcel is basically level at road grade.
WETLANDS:	This parcel appears to be completely high and dry with no wetlands or areas of potential flood hazard.
ZONING:	HDMU, High Density Mixed Use district, per Escambia County.
INDICATORS:	**PRICE/ACRE --** **$42,614**

AERIAL PHOTOGRAPH OF COMPARABLE LAND SALE #1



COMPARABLE LAND SALE #2

LOCATION:	8700 block Chemstrand Road, Pensacola, FL 32503
TAX PARCEL #s:	11-1S-30-1101-004-020 & 11-1S-30-1101-003-020
GRANTOR:	Belmont Downs, LLC
GRANTEE:	Esplanade Communities of Florida, LLC
SALE DATE:	October 4, 2018
SALE PRICE:	$385,000
DEED BOOKS/PAGE:	7978 / 1841, Escambia County, Florida
PREVIOUS SALES:	On the same day, immediately prior to the sale to Esplanade Communities of Florida, LLC, Belmont Downs, LLC, bought the property from Elwood Bernard Williams, Jr., and Mary Frances Williams for $200,000. This sale from the Williams to Belmont Downs, LLC, is not considered to be an arm's length sale, as it appears that family members were involved on both sides.
LAND SIZE:	±9.59 Acres
SHAPE:	Irregular
INGRESS/EGRESS:	This parcel has a total of ±188.47 feet of frontage along the west side of Chemstrand Road.
TOPOGRAPHY:	This parcel appears to be mostly level and at road grade.
WETLANDS:	This parcel appears to be completely high and dry with no wetlands or areas of potential flood hazard.
ZONING:	MDR, Medium Density Residential district, per Escambia County.

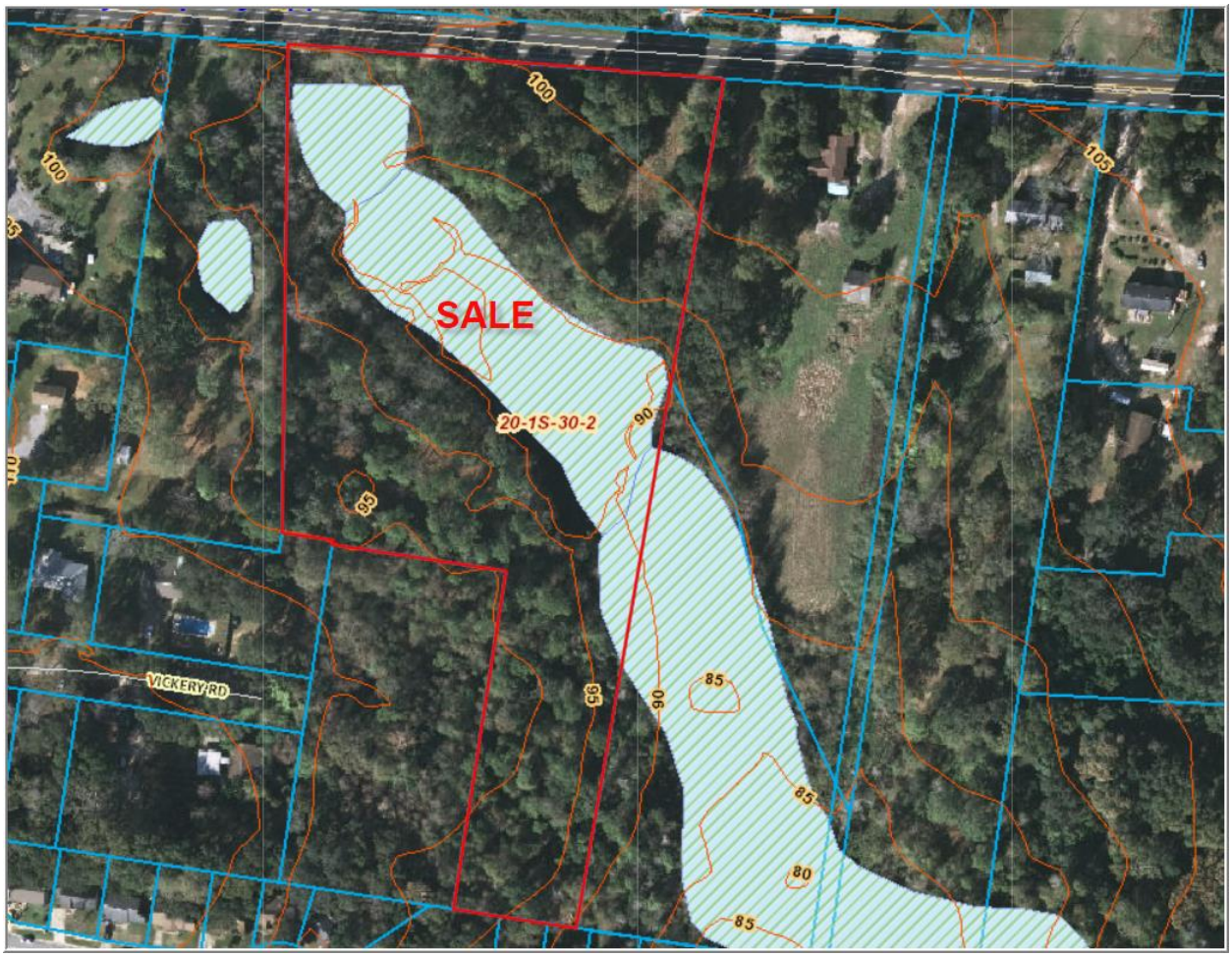
INDICATORS: **PRICE/ACRE --** **$40,146**

AERIAL PHOTOGRAPH OF COMPARABLE LAND SALE #2

COMPARABLE LAND SALE #3

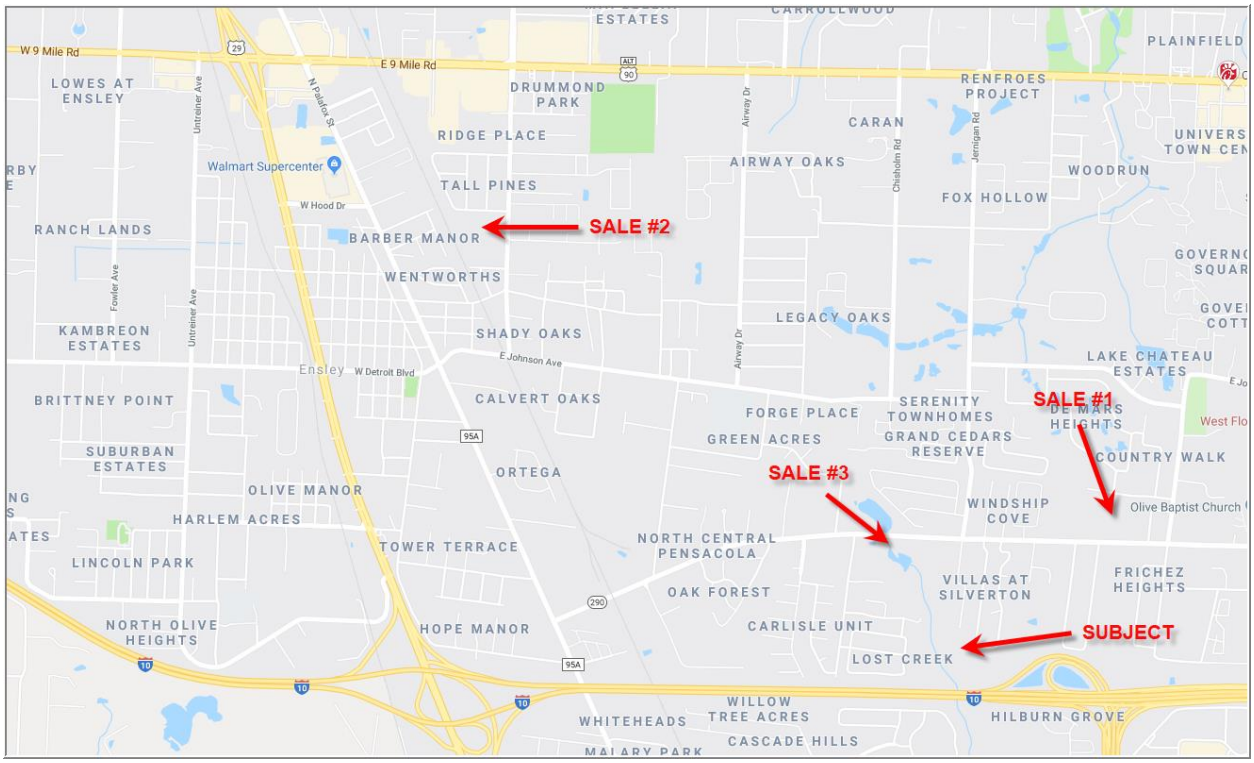
LOCATION:	715 Olive Road, Pensacola, Florida 32514
TAX PARCEL #:	20-1S-30-2101-003-001
GRANTOR:	Hermanos Barangan, LLC
GRANTEE:	Escambia County
SALE DATE:	April 25, 2017
SALE PRICE:	$110,000
DEED BOOK/PAGE:	7707 / 458, Escambia County, Florida
PREVIOUS SALES:	There have been no arm's length sales or transfers of this property in the three years previous to the sale. In February 2016 and November 2015, the property was transferred between corporations of the same owners.
LAND SIZE:	±7.34 Acres
SHAPE:	L-shaped.
INGRESS/EGRESS:	This parcel has a total of ±531.81 feet of frontage along the south side of Olive Road.
TOPOGRAPHY:	This parcel slopes from 10 to 15 feet from road grade down to the level of the pond.
WETLANDS:	This parcel appears to be bisected from northwest to southeast by an area of wetlands/flood hazard, which corresponds to Carpenters Creek. A very shallow pond is located at the center of this low area. We estimate that approximately 40% of the total area is wetlands/low-lying.
ZONING:	MDR, Medium Density Residential district, per Escambia County.
INDICATORS:	**PRICE/ACRE --** **$14,986**

AERIAL PHOTOGRAPH OF COMPARABLE LAND SALE #3



Comparable Sale is outlined in red. The areas of green crosshatch illustrate wetlands. Topographic contour lines are also shown.

LAND SALES LOCATION MAP



Adjustment Grid for Comparable Land Sales				
	Subject	**Sale #1**	**Sale #2**	**Sale #3**
Sales $/AC		$42,614	$40,146	$14,986
Property Rights	Fee simple	Fee simple	Fee simple	Fee simple
Financing	Cash or Equiv.	Cash or Equiv.	Cash or Equiv.	Cash or Equiv.
Conditions of Sale	Arm's length	Arm's length	Arm's length	Arm's length
Buyer Expend.	None	None	None	None
		$42,614	$40,146	$14,986
Market Conditions	June 2019	August 2018	October 2018	April 2017
		$42,614	$40,146	$14,986
Location	End of Heirloom Drive	Olive Road	Chemstrand Rd	Olive Road
		-5%	-5%	-5%
Size (AC)	±5.23	±5.28	±9.59	±7.34
Shape	Triangular	Basically Rectangular	Irregular	L-shaped
Wetlands	+/-50%	None	None	+/-40%
		-50%	-50%	-10%
Topography	Sloping	Basically Level	Basically Level	Sloping
		-10%	-10%	
Total Adjust.		-65%	-65%	-15%
Adj. $/AC		$14,915	$14,051	$12,738

DISCUSSION OF COMPARATIVE ANALYSIS

Property Rights – This category considers the real property rights that are conveyed in the sales transaction. In all cases, these rights appear to be of the fee simple interest in the property.

Financing – This category examines the financing involved in the sales transaction. As far as can be determined, no unusual financing was involved with any of the sales.

Conditions of Sale – This category examines the conditions under which the sale took place. As given within the definition of market value, adjustment is made from the position that the sale is arm's length with neither the buyer nor seller being unduly influenced in the decision to buy/sell.

Buyer Expenditures – This category attempts to quantify any additional expense to the buyers over and above the purchase price to put a property into a condition similar to the subject's. We are not aware of any expenditure above purchase price paid by any of the buyers.

Market Conditions – This category examines the market conditions during the time when the sale took place. It is our opinion that market conditions have remained fairly stable during the time period represented by the earliest sale in April 2017 to the date of value in June 2019. Therefore, there is no need for a market conditions adjustment.

Location – Location may be the most important consideration in real estate. This category of comparison considers the relative location of a property within the market or submarket.

The subject property is located/accessed via a secondary, residential road,

while each of the comparable properties are located on roadways having more traffic and, therefore, greater visibility.

Size of Land – Every effort has been made to bracket the subject property in all possible areas. Size is a significant consideration in one of the four determining criteria upon which the highest and best use of a property is determined.

Comparable One is very similar to the subject for size. Even though Comparables Two and Three are larger than the subject, given the relative overall size of each, no adjustment is deemed necessary.

Shape – Along with size, the shape of a parcel is an important consideration in the physically possible uses of a property. Given two parcels of equal size with equal locations and equal frontage, but with one of irregular shape, the parcel with the more regular shape will typically sell for more than the parcel with the more irregular shape. However, there are instances where the influences of irregular dimensions can be somewhat offset by retention engineering and site design.

Although there is some variation between the subject and each comparable as regards shape, in no case is it considered to be so extreme as to necessitate an adjustment.

Wetlands – This category of comparison takes into consideration the effect on each property due to the presence, or lack thereof, of wetlands and/or low-lying areas within designated flood zones areas. While for parcels zoned for and having highest and best use for multi-family residential development, total allowable dwelling units remains the multiple of acreage times allowable dwelling units per acre, the presence of wetlands and/or areas of flooding can limit the effective available area for development. This practical usage limitation can be adjusted for when comparing two properties similar in all other characteristics except for percentage of wetlands, given that one of the properties is not affected by wetlands and/or areas of flood hazard that encompass more than about 80% of the total land

area.

With the subject having about 50% of its total area as wetlands, an adjustment is applied to each of the comparables, accordingly.

Topography – This category of comparison takes into consideration the effect on each property due to the presence of sloping terrain. In the subject market area, it is typical to find land that is level or mostly level. Parcels of land with sloping terrain is the exception.

The subject has significant sloping. While Sale Three has similar sloping, Comparable One and Comparable Two have mostly level land.

FINAL RECONCILIATION

Following all adjustments, the sales suggest a market value range for the subject land from $12,738 to $14,915 per acre. With weight to each adjusted sale, it is our opinion that the market value of the subject land is $13,900 per acre.

Summation of Market Value of Subject ±5.23 Acres:

±5.23 acres	@ $13,900/acre =	$72,697
Rounded to		**$72,700**

FINAL VALUE ESTIMATE

SEVENTY-TWO THOUSAND SEVEN HUNDRED DOLLARS

$72,700

ASSUMPTIONS AND LIMITING CONDITIONS

1. This is an Appraisal Report, which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the *Uniform Standards of Professional Appraisal Practice* for an Appraisal Report. As such, it includes discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.

2. No responsibility is assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report.

3. The property is appraised free and clear of any or all liens and encumbrances unless otherwise stated in this report.

4. Responsible ownership and competent property management are assumed unless otherwise stated in this report.

5. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.

6. All engineering is assumed to be correct. Any plot plan and illustrative material in this report are included only to assist the reader in visualizing the property.

7. It is assumed that there are no hidden or inapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.

8. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in this report.

9. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in this appraisal report.

10. It is assumed that all required licenses, certificates of occupancy or other legislative or administrative authority from any local, state, or national governmental, or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.

11. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied unless otherwise stated in this report. No survey has been made for the purpose of this report.

12. It is assumed that the utilization of the land is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.

13. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.

14. Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communications barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability or utility.

15. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

16. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.

17. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, or other media without prior written consent and approval of the appraiser.

CERTIFICATION

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.

2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

3. I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.

4. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

5. My engagement in this assignment was not contingent upon developing or reporting predetermined results.

6. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

7. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the *Uniform Standards of Professional Appraisal Practice*.

8. I have made a personal inspection of the property that is the subject of this report.

9. Stephen McKenney, Florida Registered Trainee Real Estate Appraiser #RI8246, provided significant real property appraisal assistance to the person signing this certification with this assistance including market research, visits to the subject property, visits to the comparable properties, analysis, and reporting.

CERTIFICATION, CONTINUED:

10. I have <u>not</u> performed any prior services regarding the subject property, as an appraiser, or in any other capacity, within the three-year period immediately preceding acceptance of this appraisal assignment.

M. Eugene Presley
State-Certified General Real Estate Appraiser
#0000103

CURRICULUM VITAE

M. Eugene Presley
Presley-McKenney & Associates, Inc.

Born in Mobile, Alabama - December 18, 1942

EDUCATION
B.S. Forest Management, Auburn University, Auburn, Alabama, 1964

Principles of Real Estate, University of South Carolina, Lancaster, South Carolina, 1966

American Institute of Real Estate Appraisers:
Course I–1970, University of Tampa
Course II–1971, University of Georgia
Course IV–1976, Tulane
Capitalization II and III – 1981, University of Colorado
Case Studies –1982, University of Indiana

Real Estate Seminars (Recent Years):
2014
National USPAP Update Equivalent (2014-2015)
Florida Appraisal Laws and Regulations Update
Analyze This! Applications of Appraisal Analysis
The Green Guide to Appraising
UAD
Reviewers Checklist

2016
National USPAP Update (2016-2017)
Appraisers: How to Recognize and Avoid Mortgage Fraud
Florida Appraisal Laws and Regulations Update
Florida Appraisal Oddities
Appraising Complex Residential Properties

2018
The Workfile: Compliance and Support
Cool Tools: Digging Your Data
Florida Law Update
2018-2019 USPAP Update

EMPLOYMENT

Presley – McKenney & Associates, Inc., September 2008–Present

Consultant & Real Estate Valuations, Inc., January 2004–September 2008

Owner of *M. Eugene Presley & Associates*, August 1985–January 2004

President of *Presley, Hufford & Green, Inc.*, June 1982–July 1985

Vice-President of *G. Pratt Martin, Jr. & Associates, Inc.*, May 1973–June 1982

Staff Appraiser, *Florida Department of Transportation*, Chipley, Florida, November 1971–April 1973

Supervisor of Lands and R/W, *Alabama Electric Cooperative*, Andalusia, Alabama, 1967–1971

General Land Appraisal, *Bowaters Carolina Corporation*, Lancaster, South Carolina, 1965–1966

COURT EXPERIENCE: Qualified as an Expert Witness in Appraising in the Circuit Courts of all counties of the Florida Panhandle, except Franklin and Gulf. Qualified as an Expert Witness in Appraising in the Federal Court in Fort Lauderdale, Pensacola, and Mobile (Alabama). Qualified as an Expert Witness in the Circuit Court of Covington County, Alabama, and the Alabama Probate Courts of Covington, Monroe, Escambia, and Washington.

VALUATIONS OF COMPLEX AND/OR SPECIAL PURPOSE TYPE PROPERTIES:
Eminent Domain (condemnation) of partial takings with severance damage
Storm Damaged
Easements – Rights-of-Way for roadways, transmission lines, pipe lines, avigation
Conservation Easements
Partial Interest
Wetlands
Islands

Special Purpose
Bowling Alley

Restaurant
Church
Golf Course
Air Strip
Sawmill
Complex Properties
Geodetic Dome Home
Log Home
Historical Homes
High Value Homes
High Value Waterfront Homes

PRINCIPAL CLIENTS
The Warrington Bank, The Bank of the South, Centinnential Bank, PenAir Federal Credit Union, City of Pensacola, City of Fort Walton Beach, Counties of Escambia, Santa Rosa, Okaloosa and Walton, Florida Department of Natural Resources, Condemnation Attorneys, Other miscellaneous lenders, attorneys and property owners.

PROFESSIONAL LICENSES
Florida State-Certified General Real Estate Appraiser—#0000103
Florida Registered Real Estate Broker—BK120643

MEMBER—PROFESSIONAL ORGANIZATIONS
Appraisal Institute, May 1982 - January 2018
Florida Chapter Appraisal Institute, President for 2007
Gulf Coast Chapter Appraisal Institute, President for 1986
Realtor–*Pensacola Association of Realtors*
1983 President, and 1984 State District Vice-President
Gulf Breeze Rotary Club–1973 Charter Member

Stephen E. McKenney

Born in Columbia, South Carolina – March 2, 1967

Education

Bachelor of Science, Secondary Education, University of South Florida, Tampa, Florida, 1995.
Bachelor of Arts, English Literature, University of South Florida, Tampa, Florida, 1995.
Honors: University of South Florida College of Arts & Sciences Honor Society, 1994-1995.

Real Estate Seminars

Florida Real Estate Appraisal Board, Registered Assistant Appraisal—AB1, Pensacola, Florida, February 2002.
Appraisal Institute Course 110: *Appraisal Principles*, Pensacola, Florida, July 2002 [Successfully Challenged through Testing].
Appraisal Institute Course 120: *Appraisal Procedures*, Austin, Texas, February 2003.
Appraisal Institute Course 310: *Basic Income Capitalization*, Atlanta, Georgia, March 2004.
New Technologies for Real Estate Appraisers, August 2005.
Appraisal Institute Course 320: *General Applications*, Baltimore, Maryland, September 2005.
Uniform Standards of Professional Appraisal Practice, Pensacola, Florida, April 2006.
Florida State Law Update, Destin, Florida, April 2006.
Residential Appraiser Site Valuation & Cost Approach, McKissock, Jacksonville, Florida, November 2006.
Residential Report Writing, McKissock, Jacksonville, Florida, November 2006. *Residential Sales Comparison & Income Approaches*, Appraisal Institute, Tampa, Florida, November 2007.
General Appraiser Sales Comparison Approach, Appraisal Institute, Maitland, Florida, March 2009.
General Appraiser Site Valuation & Cost Approach, Appraisal Institute, Orlando, Florida, June 2009.
General Appraiser Market Analysis & Highest and Best Use, Appraisal Institute, Orlando, Florida, August 2009.
General Appraiser Income Approach, Part I, Appraisal Institute, Tampa, Florida, December 2009.

Real Estate Seminars (continued)

General Appraiser Report Writing & Case Study, Appraisal Institute, Fort Lauderdale, Florida, March 2010.
General Appraiser Income Approach, Part II, Appraisal Institute, Maitland, Florida, June 2010.
Real Estate Finance, Statistics, and Valuation Modeling, Appraisal Institute, September 2010.
Supervisor Trainee Roles & Relationships, McKissock LP, November 2010.
Introduction to Complex Appraisals, McKissock LP, October 2012.
Environmental Contamination of Income Properties, McKissock LP, October 2012.
REO and Foreclosures, McKissock LP, November 2012.
Essential Elements of Disclosures and Disclaimers, McKissock LP, November 2014.
Florida Appraisal Laws and Regulations, McKissock LP, November 2014.
2014-2015 7-hour National USPAP Update Course, McKissock LP, November 2014.
Appraisal of Assisted Living Facilities, McKissock LP, November 2014.
Appraisal of Self-Storage Facilities, McKissock LP, November 2014.
Florida Appraisal Laws and Regulations, Bert Rodgers, November 2018.
2018-2019 7-hour National USPAP Update Course, Bert Rodgers, November 2018.

Professional License

Florida State-Registered Trainee Real Estate Appraiser, #RI8246

Appraisal Experience

Staff Appraiser, February 2002 – Present.
M. Eugene Presley & Associates/Consultant & Real Estate Valuations, Inc./Presley-McKenney & Associates, Inc., Pensacola/Gulf Breeze, Florida.

Types of Property Appraised

Land

Individual Parcels: Residential, Commercial, and Industrial; Agricultural Acreage; Multi-family Acreage; Industrial Acreage; Wetlands Acreage; Waterfront Lots & Acreage.

Commercial

Professional Offices (Single-tenant); Professional Offices (Multitenant); Office Parks; Mid-Rise Office Buildings; Medical Offices; Dental Offices; Veterinary Offices; Banks/Financial Branches; Barber Shop/Beauty Salon; Retail Stores; Restaurants; Bar/Tavern/Lounge; Shopping Centers; Hotels/Motels; Storage Warehouses; Distribution Warehouses; Light Industrial Warehouses; Self-Storage Warehouses; Cold-Storage Warehouses; Recycling Center; Automobile Dealerships; RV Parks; Convenience Stores; Gasoline Stations; Automotive Service Garages; Marinas; Lumber Yards; Day Care Centers; Special Purpose Real Estate (Churches, Schools, Communications Towers, Fire Stations, Fairgrounds, Zoo, Flea Market).

Residential

Single-Family Detached Residences; Single-family Attached Residences; Single-family Condominium Residences; Multi-Family Duplexes & Quadruplexes; Apartment Complexes; Mid-rise Apartment Buildings; Subdivisions; Mobile Home Parks; Boarding House.

Other

Eminent Domain Valuations; Partial Interests in Land and Developed Properties; Rent Analyses; Insurable Values, Condominium-ownership; Insurable Values, Single-ownership; Riparian Valuations; Easement Valuations.

Principle Clients

Centennial Bank, Gulf Winds Federal Credit Union, TD Bank, Gulf Power Company, Hancock Bank/Whitney Bank, Synovus Financial Corporation, Escambia County School Board, City of Fort Walton Beach, City of Panama City Beach, City of Pensacola, Counties of Escambia, Santa Rosa, Okaloosa, and Walton, Condemnation Attorneys, Other miscellaneous lenders, attorneys, and property owners.

Member—Professional Organizations

Member—*Gulf Breeze Rotary Club*

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17177 **County Administrator's Report 13. 4.**
BCC Regular Meeting **Discussion**
Meeting Date: 12/05/2019
Issue: Reappointment or Appointment to the Area Housing Commission
From: Janice Gilley, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Reappointment, or an Appointment to the Area Housing Commission - Janice P. Gilley, County Administrator

That the Board take the following action concerning a reappointment, or an appointment to the Area Housing Commission:

A. Reappoint John Carrell to serve another four-year term, effective December 18, 2019, through December 17, 2022; or

B. Appoint one of the following candidates to serve a four-year term, effective December 18, 2019, through December 17, 2022:

1. Jackie Garrick; or

2. Kathleen H. Crook.

Ms. Garrick and Ms. Crook responded to the General Alert posted on the County's website from November 1, 2019, to November 14, 2019, to seek residents interested in volunteering to be considered for an appointment on the Area Housing Commission.

BACKGROUND:

John Carrell was first appointed to the Area Housing Commission, effective May 3, 2018, to serve the unexpired term of Marie Young, who had resigned. His term is set to expire on December 17, 2019. He has indicated that he would like to be considered for reappointment. Mr. Carrell's Resume is provided for review.

Ms. Garrick and Ms. Crook responded to the General Alert posted on the County's website from November 1, 2019, to November 14, 2019, to seek residents interested in volunteering to be considered for an appointment on the Area Housing Commission.

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

John W. Carrell's Email and Resume

Jackie Garrick's Email and Resume

Kathleen H. Crook's Email and Resume

Area Housing Commission General Alert

Shamara J. Jernigan

From: Carrell, John <John.Carrell@nexteraenergy.com>
Sent: Wednesday, October 30, 2019 2:24 PM
To: Shamara J. Jernigan
Subject: Area Housing Commission

Samira,
Please accept this for my consideration to be reappointed for The Area Housing Commission Board.
Please let me know if you need any further information.
Sincerely,
John Carrell

ONE ENERGY PLACE • PENSACOLA FL 32520-0047 •
PHONE 850.444.2682 • E-MAIL JWCARREL@SOUTHERNCO.COM

JOHN W. CARRELL

SUMMARY

Extensive experience marketing energy sales and efficiency with strong work ethic and great leadership skills. Exemplify integrity, personal responsibility, maturity and teamwork while utilizing the strong technical skills gained over the past 28 years. Maintain a balance between professional and personal development. Consideration is given to the company and the customer in all decisions.

AREAS OF EXPERTISE

Leadership	Coaching
System knowledge	Program development
Team support	Program implementation & management
Training and development	Technical knowledge and End-Use Sales

PROFESSIONAL EXPERIENCE

Commercial/Industrial Market Specialist, Gulf Power Company, Pensacola, FL 2014 – Present
Lead the individuals who are responsible for development and support of marketing strategies that contribute to the attainment of Energy Sales and Efficiency goals both DSM and End-Use Sales.

- Drive End-use efficiency goals and sales goals.
- Managed successful implementation of DSM Plan to achieve all established goals since 2011.
- Maintain custom relationships with the Multi-family industry.
- Develop relationship with key decision makers in the Community as a key point in contact for growth goals and expectations from the customers.
- Work directly with the engineering organization to meet customer needs and expectations for new and existing growth.
- Commercial Innovation team lead and member.

Market Specialist Staff and Customer Incentive Program Manager, Gulf Power Company, Pensacola, FL 2011 – 2014 Responsible for development and support of residential marketing strategies which are responsive to market threats and opportunities and contribute to the attainment of Energy Sales and Efficiency / DSM goals.

- Provided project management and field leadership.
- Instrumental in developing the new EarthCents Home and Solar Thermal WH Pilot Program.
- Manage the Custom incentive for Commercial and Industrial applications.
- Provided support and assistance to marketing personnel for Class 1 Ratings and Audit support.
- Demonstrated leadership as the Secretary and Board member for the Emerald Coast Apartment Association.
- Provided program management for the development and deployment of our 2010 DSM and Energy Efficiency goals.
- Presented programs such as Renewable Energy, EarthCents Home, and STWH to industry and civic groups.

Residential Energy Consultant, Gulf Power Company, Pensacola FL 2001 – 2010
Energy Consultant in all areas of Pensacola and Fort Walton Beach/Destin and assisted in all Districts both in residential and commercial.

- Responsibility for New Home construction. Sold GoodCents and all electric home participation to builders, designers, and developers and met regularly with them in the planning and construction stages.
- Spent considerable time in the Existing Home Market. Worked more closely with customers and HVAC dealers to encourage efficiency and sell end use products. Consistently exceeded my goals in Audits, Heating and Water Heating Conversions.
- Increased sales contribution significantly from the existing market to contribute additional EGM value to help exceed the team CPC goal.
- Chairman of the HBA Remodeler"s Council in 2006. Participated in HBA events such as Home Expo and Paint your Heart out Pensacola. These events built co-worker confidence in my leadership ability and willingness to contribute to team results.

Local Office Manager, Gulf Power Chipley, FL 1995 – 1997
Served approximately 2 years developing community/company relationships. Team leader for office employees and field service representatives. Participated in many activities and projects.

- Co-chair for the Washington County Chamber of Commerce
- Chair of the United Way Washington County.

Field Engineer, Gulf Power Company, Pensacola FL 1992 – 1995
Worked 3.5 years in the Field Engineering for Ft. Walton Beach/Destin

- Duties included design and project management for the distribution system.
- Supported the Line Department as an Instructor for the Lineman Development Program.

BAS Marketing, University of West Florida
AS Pensacola State College
Class 1, 2, and 3 Rater
REA Certification BPI

PROFESSIONAL MEMBERSHIPS

Chairman of the Board – CAPC –2015 to Present
Board Member/Secretary – Emerald Coast Apartment Association Member – RESNET – Certified Class 1 Energy Rater
REA Certification BPI

Shamara J. Jernigan

From: Jackie Garrick <cptjax95@gmail.com>
Sent: Monday, November 4, 2019 3:09 PM
To: Board-Apply
Subject: Area Housing Commission
Attachments: Garrick Resume 2019.docx

I am interested in being on the Area Housing Commission and am submitting my resume for your consideration. I reside in Escambia County and volunteer at the HER Foundation that will have its ribbon cutting on November 15th and will begin to house 10 homeless female veterans. I have worked on veteran homelessness issues from a national perspective and would like to get involved locally.

Jackie Garrick

Sent from Mail for Windows 10

JACQUELINE GARRICK, LCSW-C, ACSW, BCETS, SHRM-CP
1222 La Paz St.
Pensacola, FL 32506
Cell: 202-309-1870 **E-mail:** jackie@whistleblowersofamerica.org

Summary of Qualifications

Versatile, experienced senior leader and well-established manager who has served in many roles across Government from providing clinical care to developing policy and programs for Congress, the Executive Branch and with other nations. Created strategic plans, supervised teams, executed millions of dollars, and evaluated performance impacting the armed forces, veterans, and their families. Proven ability to lead and mentor people from entry to executive level, while consistently achieving superior results with international recognition. Routinely selected for high-impact and innovative assignments. Relevant executive service experience and education. Secret Security Clearance.

Areas of Expertise

Policy/Program Development & Evaluation | Leadership Education | Congressional Liaison | Workforce Engagement | Communication Strategy | Forensic Testimony

Work Experience:

HER Foundation, NWFL, Pensacola, FL **2019-Present**
Female Veterans Community Relations Coordinator

- Review and implement internal operational strategies. Supervise staff, interns and volunteers. Conduct intakes and assessments. Develop policies, procedures for prevention/resilience services. Network with elected officials, federal and state agencies, Veteran Treatment Courts, Veteran Service Organizations, and other nonprofits.

Whistleblowers of America (WoA), Washington, DC **2017-Present**
Founder, President

- Organized WoA to peer assist first relators overcome the psychosocial impacts of retaliation, harassment and discrimination. Conduct effective outreach and advocacy. Testified before Congress. Created a code of ethics, certification, and a salutogenic Workplace Promise.

FAR Group & Resilient Press, Silver Spring, MD **2002-2005, 2017 - present**
Executive Director, SDVOSB certified

- Support government, private, and non-profits with an organizational development approach for resilience & suicide prevention programming, communications and public affairs, policy analysis, legislative initiatives, event coordination, program evaluation, community networking, budget, fundraising, human resources training, and election campaign initiatives.
- Forensic testimony in whistleblower court cases and veterans' disability benefits assistance.
- Present at professional conferences globally as an expert on health and welfare.
- Adjunct Professor, University of Southern California, School of Social Work, Virtual Academic Center. Military/Veteran Programs and Policies (2018)
- *Czarny vs. Hyatt* testimony

Department of Defense
Office of the Under Secretary, Personnel and Readiness, Pentagon **2015-2017**
Special Assistant

- Investigated military leadership Diversity and Inclusion performance for a presidential request by interviewing military, government and private sector leaders, analyzing strategic plans and budgets, and identified 16 gaps and barriers in talent management. Created a Diversity and Inclusion Report with 38 innovative recommendations to improve future force recruitment, accession, retention, promotion, mentoring, and transition activities.
- Reported to Congress on DoD activities supporting the Servicemember Civil Rights Relief Act (SCRA) and advised leadership on worldwide voluntary education and military and family financial readiness challenges and recommended protection improvements.
- Co-led military adaptive sports Warrior Games for 1,000 disabled athletes and their families by drafting communications, scripts, press releases and other outreach. Wrote After Action.
- Initiated an Organizational and Professional Development portfolio for 27,000 employees (varies grades and Union) stationed worldwide by establishing a research library of 132 studies with over $60 million in expenditures and tracked outcomes; lead an advisory group for career and succession management, mentoring; and organized webinars on resilience.

Defense Suicide Prevention Office, Rosslyn, VA **2011 – 2015**
Director

- Founded office to address suicide prevention and resilience mission across DoD by crafting policy, communications, and a strategic plan, establishing fiscal requirements and execution, instituting a call center in US and Afghanistan, and evaluating programs and studies.
- Enhanced mortality data surveillance and predictive analytics, strategic and resource mapping, governance compliance monitoring, program efficacy validation, and population health messaging to 2.6 million Service members and their families
- Developed strategic communications plans for security clearance questions, call center availability, and several outreach events. Approved website messages and content.
- Chaired the Suicide Prevention and Risk Reduction Committee, moderated a General Officer Steering Committee and participate in other internal and external committees and groups.
- Represented the Department with the media, gave keynote addresses at conferences, and testified before House and Senate committees. Wrote briefings and speeches for leadership.
- Supervised a team of seven federal and 100 contract staff and assign projects.

Reserve Affairs, Pentagon, Washington, DC **2009- 2011**
Special Assistant, Resiliency, Readiness and Suicide Prevention

- Monitored suicide prevention and resilience post-deployment programs specific to the 1.2 million National Guard and Reserves and identified programmatic gaps and overlaps.
- Recommended psychological, financial, and transition program enhancements and outlined policy direction for intervention strategies based on study results and reported to Congress.
- Led a Stakeholder Working Group addressing care access, peer support and policy issues. Presented decision issues to Reserve Component leaders and organizations.

Wounded Warrior Care and Transition Policy Office, Alexandria, VA **2009 -2010**
Principal Director/Acting Deputy Under Secretary for Defense Salary: $136,134 40 hr/wk

- Appointed to lead strategic change for wounded warriors transitioning from the military to civilian housing, employment and education and instituted caregiver support.
- Oversaw multiple complex programs to evaluate and assist those with disabilities.
- Managed 12 government and 90 contracted support staff, along with planning, programming, budgeting and execution system across the enterprise.
- Conducted internal/external communications, established partnerships with other federal and state agencies, Congress, and non-governmental organizations and spoke at numerous events.
- Facilitated senior decision briefs to the Deputy Secretaries of Defense and Veterans Affairs.

United States House of Representatives
House Committee on Veterans' Affairs, Washington, DC **2007-2009**
Professional Staff Member,

- Counseled Disability Assistance and Memorial Affairs Subcommittee Chairman by arranging hearings, conducting research, analyzing budget, assisting constituents, screening witnesses, conducting site visits, and writing statements on the disability rating schedule, claims processing, pension, education, insurance and burial benefits in the US and abroad.
- Drafted legislation modifying 10 and 38 United States Code signed into law by the President.

Department of Veterans Affairs
Veterans' Disability Benefits Commission, Washington, DC **2005-2007**
Senior Policy Analyst

- Analyzed military and veterans' benefits, rights, protections, and policies related to medical care, disability compensation, rehabilitation, education, employment, insurance, economic impacts, quality of life metrics, and military transition standards for the United States compared to foreign governments. Investigated survivor benefits and indemnity.
- Authored reports, papers, Congressional testimony, and provided monthly presentations.
- Wrote final report that detailed findings and justified 113 recommendations.
- Networked with community stakeholders to gain consensus for the recommendations.
- Supervised four research assistants and three interns to effectively meet the mission.

Health Net Federal Services, Arlington, VA **2004-2005**
Clinical Director

- Organized post-deployment project to improve soldier and family resilience.
- Guided policy development, quality assurance, outreach, networking, and training to continuously improve program satisfaction. Trained clinicians in Germany.
- Screened 24 clinicians a month for placements at Army bases in Germany, Italy and Korea.

The American Legion, Washington, DC **1996-2002**
Deputy Director, Health Care

- Oversaw and reported healthcare policy issues as the spokesperson to Congress and media.
- Provided reports, documentation, policy review, program analysis, and testimony.
- Supervised and evaluated team of VA hospital inspectors and Persian Gulf Task Force that developed process improvements for VA by implementing a balanced scorecard approach.
- Developed and managed organizational strategic plans and unit budget.
- Consulted for VA Advisory Committees and field instructed Howard University students.

- Presented to diverse audiences and at conventions around the nation on issues regarding disability, health/mental health, housing, and employment. Assisted veterans with benefits.
- Responded to 9/11 at the Pentagon Family Assistance Center.

US Army
Walter Reed Army Medical Center, Washington, DC **1992-1995**
Social Work Officer, Chief, Psychiatry (Captain)
- Provided psychosocial assessments for psychiatric inpatients and Gulf War Veterans.
- Facilitated psychotherapy and discharge planning by assisting transitioning soldiers with housing, PTSD, suicidal ideation, employment, education, and other aftercare.
- Conducted peer review chart audits for quality improvement.
- Supervised social workers (GS12), soldiers, and field placement students.
- Managed personnel continuing education program and unit budget.

Vietnam Seminars and Consulting, Coram, NY **1991-1992**
Writer, Lecturer
- Produced/translated a 12-step manual, "A Self-Help Program for Afghanistan War Veterans", trained on peer support throughout Russia and the Ukraine, and surveyed participants.

Vietnam Veterans Resource Center, Hicksville, NY **1986-1990**
Program Director
- Administered appropriations from New York State and other grants.
- Conducted quarterly reviews for patient care quality assurance.
- Supervised clinicians, assigned cases, and instructed students for two universities.
- Provided evidence-based psychotherapy to Vietnam Veterans and their families.
- Directed incarcerated veterans' program and presented forensic testimony in court.
- Assisted veterans with employment, housing, education, medical care, and VA benefits.
- Engaged in community outreach to improve awareness and presented at conferences.

Education & Training:
- The Johns Hopkins University School of Public Health classes, Washington, DC, 1998-1999
- Temple University, Philadelphia, PA, *Master of Social Work Degree (MSW), 1986*
- Temple University, Philadelphia, PA, *Bachelor of Social Work Degree (BSW), 1985*

Senior Executive Service Training:
- White House Presidential Personnel Office Leadership Development Series, 2015-2016
- Harvard University Kennedy School of Government, Senior Executive Fellow, Nov. 2011
- President's Appointee Leadership for Non-Career SES, White House, March 4, 2010
- Career Executive Leadership Conference, Senior Executive Association, June 16, 2010
- Leadership Development, Defense Intelligence Agency/OPM, Oct. 18, 2010

Professional Certifications and Affiliations:
- *Society for Human Resource Management (SHRM) Certified Professional (CP)*
- *Licensed Certified Social Worker Clinical (LCSW-C)* Association of Social Work Boards

- *Board Certified Expert in Traumatic Stress* (BCETS), American Academy of Experts in Traumatic Stress
- *Academy of Certified Social Workers* (ACSW), National Association of Social Workers
- *Certification in Supervision,* Fordham University, New York State Department of Education
- Journal of Aggression, Maltreatment & Trauma, peer reviewer
- International Society for Traumatic Stress Studies (ISTSS), member
- The American Legion, member
- The Walter Reed Society, member

Awards and Recognitions:

- National Association of Social Workers, DC Metro, Social Work Educator of the Year, 2019
- Office of the Secretary of Defense Medal for Exceptional Public Service, 2016
- Lincoln Award for Veterans – Public Service, Friars Club, 2015
- Secretary of Defense Individual Award for Correspondence Excellence, 2nd Quarter 2014
- Expert, World Health Organization (WHO) Preventing Suicide: A Global Imperative, 2014
- Certificate of Appreciation – Task Force 14 MED, Kandahar, Afghanistan, 2013
- Heroines in Technology Finalist Award - March of Dimes, 2013
- Public Advocate of the Year Award - ISTSS, 2012
- Senior Executive Service Certificate - Office of Personnel Management, 2009
- Performance Award (monetary) - House Committee on Veterans' Affairs, 2009
- Performance Award (monetary) - House Committee on Veterans' Affairs, 2008
- Performance Award (monetary) - Department of Veterans Affairs, 2007
- Investigative Report - National Alliance for the Mentally Ill, Veterans Committee, 1999
- Initiative Award (monetary) - The American Legion, 1996
- Certificate of Appreciation - Walter Reed Army Medical Center, 1995
- Certificate of Appreciation - Vietnam Veterans of America, 1989

Publications:

- Garrick, J. (2018) Whistleblowers of America: Peer Support Mentor Training Manual. Create Space.
- Garrick, J. Peer support for whistleblowers. *Fed Pract.* 2017;34(7):38-41.
- Garrick, J. Tending to Patients' Financial Mental Health. Clinical Psychiatry News, v. 44 no. 12 (December 2016) p. 8-9.
- Garrick, J., WHO's Push for Addressing Global Mental Health. Clinical Psychiatry News, v. 44 no. 11 (November 2016) p. 11.
- Garrick, J. (2016) *Understanding Failed Relationships as a Factor Related to Suicide and Suicidal Behavior among Military Personnel,* Intimacy Post Injury. Oxford University Press
- Garrick, J. (2015) *Compensation, Pension and other Benefits for Women Veterans with Disabilities*, Women at War. Oxford University Press
- Garrick, J. et al. (2015*) Suicide-Related Ideation and Behaviors in Military Women,* Women at War. Oxford University Press
- Garrick, J. Williams, M. (2005) Trauma Treatment Techniques: Innovative Trends. Hayworth Press
- Garrick, J. (2005) You Can Too: A Mind Body Spirit Connection to Weight Loss. Resilient Press.
- Garrick, J. Efficacy of PTSD Treatment in the VA. *VHSJ* 2000;15-21

K][C

PROFILE

Attorney with fifteen (15) years of demonstrated experience providing sound legal advice; negotiating and drafting commercial and technology contracts; and consulting on regulatory compliance matters.

I thrive in a fast-paced environment where change, ambiguity, and competing priorities require a talent for effective time and conflict management. I am passionate about increasing efficiency, reducing complexity, and fostering communication among colleagues and peers.

CONTACT

ADDRESS:
6072 Suntan Circle, Pensacola, FL 32526

PHONE:
202.489.2522

EMAIL:
kathycrook13@gmail.com

SKILLS/OTHER

- Conducting risk assessments
- Leading compliance teams
- Drafting reports, regulations, briefings, policies, procedures, and RFP responses
- Experience negotiating for permits before zoning boards
- Trusted liaison between business and government
- Conversational Spanish speaker
- Bar Licensed: TX, MD, DC

EDUCATION

International Association of Privacy Professionals (IAPP)
CIPP/US, CIPM (2015 – 2020)

University of Baltimore, School of Law
J.D., Telecommunications (2004)

Johns Hopkins University
M.A., Government (1999)

University of Texas at El Paso
B.A., Political Science (1996)

November 14, 2019

Shamara Jernigan
Program Coordinator
Board of County Commissioners
P.O. Box 1591
Pensacola, Florida 32502

Dear Ms. Jernigan:

I am writing to express my interest in serving as an appointed volunteer on the Escambia County Area Housing Commission.

As required under the Community Planning Act, Escambia County is obligated to address "the creation or preservation of affordable housing to minimize the need for additional local services and avoid the concentration of affordable housing units only in specific areas of the jurisdiction"[1] in its land use plans. Such requirement imposes an obligation to take a balanced approach between meeting statutory requirements and fiscal prudence.

Under the new law signed in June, the county must now provide incentives to offset all costs to the developer; adhere to new application review timelines; and changes the fees and costs associated with housing developments, among other obligations. These new obligations require members of the commission to take a new look at the current program to find and close compliance gaps.

As an attorney with fifteen years in both the private and public sector, I understand how requirement changes affect an organization as well as the importance of communicating changes internally and externally. Additionally, I recognize the importance of implementing an effective compliance framework to ensure success. I would like to volunteer my time supporting the Escambia County Area Housing Commission in advancing the road to success.

Please feel to contact me at the number and/or email listed.

Regards,

/s

Kathleen H. Crook

Enclosure

1. [1] S. 163.3177(6)(f)1.g., F.S.

KATHLEEN CROOK

ATTORNEY/PRIVACY CONSULTANT

PROFILE

Attorney with fifteen (15) years of demonstrated experience providing sound legal advice; negotiating and drafting commercial and technology contracts; and consulting on regulatory compliance matters (privacy and telecommunications).

I thrive in a fast-paced environment where change, ambiguity, and competing priorities require a talent for effective time and conflict management. I am passionate about increasing efficiency, reducing complexity, and fostering communication among colleagues and peers.

CONTACT

ADDRESS:
6072 Suntan Circle, Pensacola, FL 32526

PHONE:
202.489.2522

EMAIL:
Kathycrook13@gmail.com

SKILLS/OTHER

- Conducting risk assessments
- Leading compliance teams
- Drafting reports, regulations, briefings, policies, procedures, and RFP responses
- Experience negotiating for permits before zoning boards
- Trusted liaison between business and government
- Conversational Spanish speaker
- Bar Licensed: TX, MD, DC

EDUCATION

International Association of Privacy Professionals (IAPP)
CIPP/US, CIPM (2015 – 2020)

University of Baltimore, School of Law
J.D., Telecommunications (2004)

Johns Hopkins University
M.A., Government (1999)

University of Texas at El Paso
B.A., Political Science (1996)

EXPERIENCE

SENIOR CONSULTANT | BOOZ ALLEN HAMILTON
JUNE 2018 – PRESENT (remote)
Provide privacy expertise (SME) to federal clients on compliance strategies and measures. Responsibilities: review, analyze and update privacy policy and procedures; work with system owners and business managers to draft Privacy Threshold Analysis (PTA), Privacy Impact Assessments (PIA), and System of Records Notices (SORN); review and analyze vendor contracts for privacy and security protections.

COMPLIANCE ATTORNEY | THOMAS J HENRY INJURY
MAY 2016-MAY 2018
Established and lead compliance team of attorneys to increase revenue and client services. Responsibilities: developed and maintain compliance attorney manual; counseled management on how privacy relates to business drivers, legal requirements, marketing functions, technical/security controls, and organizational operational risk tolerance; facilitated a team-based approach to subject matter management and knowledge sharing with an emphasizes on collaboration and team performance.

ATTORNEY | LAW OFFICE OF KATHLEEN HOPE CROOK, P.C.
OCT 2014-MAY 2016
Counseled and represented business clients on privacy, intellectual property, and regulatory matters. Responsibilities: counseled clients regarding the application regulations and statutory obligations, and how to apply legal requirements within an operational context.

CO-FOUNDER/GENERAL COUNSEL | PLANISTRY, LLC
MAY 2011-MAY 2015
Led the legal and strategic pursuits ensuring the e-commerce site, fostered trust and transparency with customers. Responsibilities: provided legal and regulatory guidance on the design and modification of products, proactively identified associated risks and recommended mitigation strategies; reviewed product user experiences to ensure legal compliance and proper disclosures.

LEGAL ADVISER | IZ TECHNOLOGIES
JUN 2010-MAR 2011 (partially remote)
Provided telecommunications expertise to federal clients regarding the international telecommunications administrative infrastructure. Responsibilities: drafted and reviewed RPFs; drafted Iraqi specific regulations covering satellite, wireless, and country code Internet domain registration; provided legal telecommunication support to senior officers, embassy Foreign Service officers, and Iraqi representatives both in-country and remotely.

ATTORNEY-ADVISOR | U.S. DEPARTMENT OF COMMERCE, NTIA
MAR 2007-JUN 2010
Counseled federal agency on federal telecommunications law and regulations. Responsibilities: provided advice and counsel on Privacy Act application and cybersecurity legislation, as well as monitored system of records compliance drafted cyber-security and critical infrastructure legislation directed at international capacity building;

Shamara J. Jernigan

From: Escambia County Community and Media Relations <noreply@myescambia.com>
Sent: Friday, November 1, 2019 10:03 AM
To: Shamara J. Jernigan
Subject: Area Housing Commission Seeks Residents to be Considered for Appointment

Click HERE to View in Browser

Area Housing Commission Seeks Residents to be Considered for Appointment

The Escambia County Board of County Commissioners is seeking Escambia County residents interested in volunteering to be considered for an appointment to the Area Housing Commission.

Escambia County residents interested in serving on the Area Housing Commission are asked to submit a resume and letter indicating their desire to serve by the close of business on Thursday, Nov. 14. Resumes should be submitted to Shamara Jernigan, Program Coordinator, Board of County Commissioners, P.O. Box 1591, Pensacola, Florida 32502 or emailed to boardapply@myescambia.com.

Please be aware that resumes submitted to a BCC agenda for consideration will become part of the official minutes and are subject to public records requests.

AREA HOUSING COMMISSION

The Area Housing Commission, or AHC, is a duly organized and existing public body corporate and politic of the State of Florida, duly created pursuant to the authority of the constitution and statues of the State of Florida including particularly, Chapter 421, as amended. Its purpose is to provide decent, safe, sanitary and economical housing to low- and moderate-income families in Escambia County, and has countywide jurisdiction with the exception of the town of Century. The AHC's governing body is a board of commissioners consisting of five appointees. Two are appointed by the Pensacola City Council, two by the Escambia County Commissioners and the fifth member is appointed by the other four. The term of service is four years.

The AHC has 12 regular meetings per year and three to four special meetings per year. They meet every fourth Wednesday of the month for 2 to 2 ½ hours. Board members travel to Orlando once a year to attend meetings. According to the bylaws, the board of commissioners has general supervision direction, and control over the business and affairs of the AHC, subject to applicable federal and state laws.

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Escambia County is committed to providing access and reasonable accommodations to individuals with disabilities to facilitate participation in county meetings or other county services, programs, or activities. For information or to make a request at least 72 hours before the scheduled meeting or other county activity, visit myescambia.com/ADA or call 850-595-4947.

Community and Media Relations
Phone: (850) 595-3476
Email: cmr@myescambia.com

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17193 **County Administrator's Report 13. 5.**
BCC Regular Meeting **Discussion**
Meeting Date: 12/05/2019
Issue: Chairman's 2020 Annual Appointments to Boards and Committees
From: Steven Barry, Commissioner, District 5
Organization: Commissioner, District 5
CAO Approval:

RECOMMENDATION:
Recommendation Concerning the Chairman's 2020 Annual Appointments to Boards and Committees - Steven Barry, Commissioner, District 5

That the Board confirm Chairman Steven Barry's annual appointments to Boards and Committees on which Commissioners serve.

BACKUP TO BE DISTRIBUTED UNDER SEPARATE COVER.

BACKGROUND:
N/A

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
Board Policy Section I, B1, Appointment Policy Procedures, requires confirmation by the Board of all appointments to Boards and Committees on which Commissioners serve.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17209 **County Administrator's Report 13. 6.**
BCC Regular Meeting **Discussion**
Meeting Date: 12/05/2019
Issue: Bob Sikes Toll Plaza All Electronic Tolling (AET) Conversion
From: Joy Jones, Director
Organization: Engineering
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the All Electronic Tolling Conversion for the Bob Sikes Toll Plaza - Joy Jones, P.E., Engineering Department Director

That the Board discuss the following items related to the Bob Sikes Toll Plaza and provide direction/approval for each item:

A. Discuss converting the Bob Sikes Toll Plaza to full All Electronic Tolling (AET); and

B. Approve issuing a Purchase Order to DRMP, Inc., on Contract PD 02-03.079 "Professional Services", in the amount of $24,615, for an All Electronic Tolling Signing and Pavement Marking Design.

[Funding Source: Fund 167, Bob Sikes Bridge Toll Fund", Cost Center 140302]

BACKGROUND:

Meeting in regular session on July 18, 2019, the Board instructed Engineering staff to handle peak weekend traffic through Labor Day 2019, explore paying tolls with app technology, and study the possibility of a third lane south of the Plaza in regards to the Bob Sikes Toll Plaza and surrounding areas. In addition, staff was asked to explore converting the Plaza to an all electronic tolling plaza in early 2020. For the AET task, a committee met and followed the County's abbreviated professional services selection process to redesign the signage and striping along southbound CR 399 from Highway 98 to 300 feet or less, south of the toll plaza.

- The Engineering Department utilizes the Abbreviated Selection Procedure to implement design Contracts for projects under $50,000. The documentation for this

selection process is attached. Firms were ranked on November 15, 2019: 1. DRMP, Inc., 2. Atkins North America, Inc., and 3. Mott MacDonald, LLC. Negotiations with DRMP, Inc., were held and finalized by the committee on November 19, 2019.

- The Board awarded a continuing Contract, Contract PD 02-03.079 "Professional Services as Governed by Florida Statute 287.055", which shall provide for the issuance of individual Task Orders based on specific scopes of work. Task Orders are individually negotiated based on a Fee Schedule and any negotiated services required within the scope of work.

During the process, five firms, American, Atkins, DRMP, HDR and Mott McDonald, were selected for review and ranking.

The signage and striping upgrades would be needed in order to conform to Florida Department of Transportation (FDOT) Turnpike Enterprise (FTE) Guidelines for all electronic (cashless) tolling facilities in the state of Florida.

Staff ranked DRMP, Inc., as their top selection and requested a proposal. Upon receipt, staff reviewed the proposal for completeness, the design numbers of hours needed and their proposed schedule. The proposed Contract for award to DRMP, Inc., totals $24,615. The agreed-upon schedule would be 31 days, starting at the Notice to Proceed (NTP.) With the Board's consensus, staff will solicit for construction as soon as FTE has approved the plans. The goal for construction completion (cashless) is March-April 2020. The funding for this design and construction will come from the Bob Sikes Toll Fund.

BUDGETARY IMPACT:

Funds are available in Fund 167, Bob Sikes Toll Fund, Cost Center 140302 for this project.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

No additional personnel are required to complete this project.

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:

Upon approval, the Engineering Department will submit required paperwork to Purchasing for issuance of a Purchase Order.

Attachments

Abbreviated Selection
DRMP Scope and Fee
Board Action 071819

Checklist
Document Review / Signature Request

From	Cooper Saunders		
Date	11/14/2019		
Description	A&E services for the design of the All Electric Tolling conversion at Bob Sikes Toll Booth.		
Project	All Electronic Tolling Signage and Striping Updrages		
Deadline	ASAP		
Action Needed	Selection of firms to start reviewing and negotiating a proposal for the scope of work discribed herein.		
Routing Notes			
Routed Thru: Supervisor	Digitally signed by James Duncan Date: 2019.11.15 07:53:33 -06'00'	Date	
Routed Thru: Division Manager	On Leave	Date	
Routed Thru: Accounting	Digitally signed by Robin Lambert Date: 2019.11.15 09:22:25 -06'00'	Date	BCC meeting of 07/18/19 utilize Fund 167, 140302 Cashless facility by 01/01/20
Approved By: County Engineer	Digitally signed by Joy Jones DN: cn=Joy Jones, o=BOCC, ou=Public Works, email=djjones@myescambia.com, c=US Date: 2019.11.15 11:45:52 -06'00'	Date	
County Engineer's Comments			

Revised 06-27-16

A&E Selection Procedure for Projects less than $50,000*

- A project is formed due to a request for maintenance, drainage, resurfacing, pedestrian improvements, etc.
- A PC is assigned to the project.
- The assigned PC and/or Project Owner shall draft an informal scope for committee, consisting of at least three members. The committee will typically consist of a Assistant County Engineer, a Senior Manager, the PC, and/or the Project Owner.
- The PC shall provide a copy of the latest version of the A/E Consultant Selection List, Abbreviated Checklist, Abbreviated A/E Form, and any other related documentation This package shall be routed through their supervisor for short listing consideration.
- The County Engineer shall choose 3 A/E's for short listing from the A/E Consultant Selection List (H:\ENG\WPDOCS\CMProjectMilestones\A&E List by FY.xls) while considering knowledge of the project, past performance, qualifications, equity of work, etc.
- The short list is returned to the PC to schedule the committee meeting for ranking and selection.
- The Committee shall rank the 3 A/E's selected (1, 2, & 3) and justify the selection of the #1 A/E.
- The PC shall inform the selected A/E and request a formal scope (set up scope discussion meeting if needed). Accounting shall be copied on the selection checklist for an A/E Consultant Selection List update.
- Once formal scope is accepted, PC shall request a fee proposal. **Note: The scope may be discussed outside a formal meeting, but all discussions involving the fee shall be in a formal committee meeting.**
- The PC shall schedule a negotiation meeting with the selected consultant and committee members.
- The Committee shall negotiate the fee with the selected A/E.
- Once the price is agreed upon, the PC shall submit an RFF to Accounting for appropriate signatures and ultimately issuance of a PO. If no agreement, committee moves to negotiate with the second firm.
- Once the PO is received, the PC can issue a NTP for design.

Committee members:
Assistant County Engineers (~~Colby~~ ~~Brown~~ or Scott Sanders)
Senior Manager (James Duncan, Chris Curb, or David Forte)
Project Coordinator (Engineering or Traffic)
Project Owner (CRA, Parks, Road Dept., etc., if applicable)

*This process should take 10 to 14 working days. Revised: 07/12/2018

Escambia County seeks a highly qualified firm to convert the existing Bob Sikes Bridge tolling facility to a completely Cash-Free method of toll collection. The existing facility currently accepts cash, Pensacola Beach Annual Passes, Sunpass, and the State of Florida's - Florida Turnpike Enterprise (FTE) "toll by plate" as toll options. The plans need to be designed, reviewed and ready for solicitation and installation prior to the 2020 beach season beginning.

The purpose of this project solicitation is to acquire consulting firm services that provide the County with a full set of signed and sealed Signage and Marking plans that will work effectively with a new Cash-Free toll collecting method and will maximize the flow of vehicle travel onto the island. The selected consultant will provide a complete set of signage and pavement marking plans for Cash-Free Tolling that meets FDOT Express Lanes Handbook standards to help guide traffic through the toll plaza. The limits of the plan will extend from US 98 to approximately 300 feet south of the toll plaza to the intersection. Many of the people that use the bridge are tourists or infrequent visitors therefore, the provision of proper wayfinding signage is of prime importance. Good wayfinding signage will increase traffic safety, reduce congestion and greatly enhance visitor satisfaction. Complete wayfinding signage will be included in the signage and pavement marking plans. The consultant must identify the proper promotional campaign to successfully implement and effectively notify the public of the Cash-Free Tolling conversion. Plans must be designed in accordance with the Florida Department of Transportation Turnpike Enterprise's guidelines for toll facilities. Firm shall incorporate in their proposal the review of the proposed plans by FTE.

Deliverables will consist of 30% plans, 90% plans and final signage and pavement marking plans. The method of delivery shall be in the form of four plan set hard copies (2 half-size & 2 full-size) and two electronic copies (pdf & ACAD) for each of the four plan set deliverables.

Abbreviated A&E Selection Checklist

Project Name: All Electric Toll Booth Conversion Signage and Striping

Project ENG#:_____ Project Manager: Cooper Saunders

- The assigned PM and/or project owner shall draft an informal scope for committee members: Assistant County Engineer, Senior Manager, and the assigned Project Coordinator from Engineering and/or Traffic. Committee shall consist of a minimum of three members.
  Date: 11/15/2019

- The County Engineer or designee shall choose 3 A/E's from the A/E Consultant Selection List (H:\ENG\WPDOCS\CMProjectMilestones\A&E List by FY.xls) while considering knowledge of the project, past performance, qualifications, equity of work, etc.
  Date: Joy Jones Digitally signed by Joy Jones DN: cn=Joy Jones, o=BOCC, ou=Public Works, email=djones@myescambia.com, c=US Date: 2019.11.15 08:09:17 -06'00'

- The Committee shall rank the 3 A/E's selected (1, 2, & 3) and justify the selection of the #1 A/E.
  Date: 11/15/2019

- Once selection is approved, the PC shall inform the selected A/E and request a formal scope (set up scope discussion meeting if needed). Robin shall be informed of the selection so she can update the Consultant Selection List.
  Date: 11/15/2019

- Once formal scope is acceptable, PM shall request a fee proposal.
  Date: 11/18/2019

- Schedule a Negotiation meeting.
  Date: 11/19/2019

- The Committee shall negotiate the fee with the selected A/E.
  Date: 11/19/2019

- Once the price is agreed upon, the PM shall submit appropriate paperwork to Accounting for issuance of a Purchase Order.
  Date:_____

County Engineer (Joy Jones)
Assistant County Engineers (~~Colby Brown~~ Scott Sanders)
Senior Manager (James Duncan, Chris Curb, or David Forte)

*This process should take 10 to 14 working days. Revised: 07/12/2018

Project Name: All Electric Toll Booth Conversion Signage Date: _____

Task Order / F.S. 286.011 Public Meetings And Records (Sunshine Law)
Checklist

The followin g checklist is intended to provide a method to assure compliance with Florida Statute 286.011, Public Meetings and Records, known as the "Sunshine Laws".

☐ Construction Based Task Order – Estimated Value $ _____

☑ Study Based Task Order – Estimated Value $ 20,000.00

Contract Number 02-03.079

- Committee members

  Cooper Saunders — David Forte Jim Hagon Sub for David 11/19/2019

  James Duncan — Scott Sanders (Opt)

- Firms reviewed (please list all firms that were reviewed for possible consideration)

  American — DRMP

  MottMac — HDR

  Atkins

(Include additional pages, if required)

- Ranking of final three firms
  1. DRMP
  2. Atkins
  3. MM
- Motion made by: James Duncan
- Motion seconded by: Cooper Sanders
- Vote:
  - Unanamous
  - Unanamous
  - Unanamous
- Rank/Decision date

  11/15/2019

Task Order / F.S. 286.011 Public Meetings And Records (Sunshine Law)
Checklist

- Rational for number one firm

CS supported the ranking of DRMP due to the involvement and familiarity of the firm with the functionality, light timing and flow of the current configuration.

- Negotiation Meeting(s) with number one ranked firm (please be aware that these meeting shall be publicly noticed in the building in which they are bei ng held two business days in advance of their occurrence)

Date	Time	Location
11/19/2019	1:30pm	COC Rm 205

(Include additional pages, if required)

- Date and time the information liste d above was e-mailed to the Office of Purchasing for posting to the purcha sing web site and the official po sting board (as above, this information shall be provided to the Office of Purchasing in sufficient time to pro vide for a two business day posting prior to the meeting)

Name

- Meeting taped and minutes prepared by

Cooper Saunders took notes

- Minutes, tapes, backup material, etc. shall be provided to the Office of Purchasing with the task order before it can be approved and issued.

Cooper Saunders

Prepared By

I do hereby certify that the information provided is true and correct.

Negotiation meeting DRMP AET Sign and Marking Upgrade Project 11/19/2019

James Duncan, Cooper Saunders, Jim Hagon, Samuel Campbell and Chad in attendance

Staff presented their concerns and proposed changes:

- Reduce the submittals to one review submittal to shorten the overall time frame.
- Include the review and acceptance of FTE
- Clarify if FTE Guidelines or FDOT Express Lane guidelines will govern
- Shorten schedule as much as possible.
- Does the proposed fee include as-built cert and limited CA

DRMP agreed to all the requested changes and stated that they would have a revised proposal in staff by COB Tuesday.

Received the revised proposal at 3:40.

PUBLIC WORKS DEPARTMENT - ENGINEERING/INFRASTRUCTURE DIVISION
TASK ORDERS ISSUED

CONSULTANT	FY 11/12	FY 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18	FY 18/19	Total
360 Survey Services	$ -		$ -	$ -					$ -
American Consulting	$ 79,215.00	$ 15,549.00	$ 25,290.00	$ -	$ 101,366.70	$ -		$ 634,175.53	$ 855,596.23
Baskerville-Donovan, Inc.	$ 54,433.75	$ 145,041.73	$ 334,829.01	$ 45,332.88	$ 130,570.00	$ 44,788.00			$ 754,995.37
Bayside Consulting Group	$ 138,810.00	$ -	$ -	$ -					$ 138,810.00
Buchart Horn	$ -	$ -							$ -
Connelly & Wicker, Inc.	$ -	$ -							$ -
Biome Consulting Group									$ -
Butler and Associates						$ 25,000.00			$ 25,000.00
David Fitzpatrick	$ 138,360.00	$ 35,512.00	$ 118,652.00	$ 104,011.00	$ 50,456.90			$ 92,656.32	$ 539,648.22
Dewberry Engineers						$ 55,338.13			$ 55,338.13
DRMP, Inc.	$ 1,507,431.73	$ 33,182.29	$ 246,331.59	$ 233,854.80	$ 800,000.00	$ 48,921.54	$ 502,530.71	$ 146,885.24	$ 3,519,137.90
Enginneering and Planning Resources	$ 11,500.00	$ 61,835.30	$ 63,870.20	$ 14,987.00	$ 50,838.75				$ 203,031.25
Fabre Engineering, Inc.	$ 370,387.40	$ 140,785.70	$ 222,677.45	$ -	$ 70,843.10		$ 34,566.00		$ 839,259.65
Geci & Associates, Inc.	$ 4,810.00	$ 4,810.00	$ 17,528.00	$ 29,525.00					$ 56,673.00
Grey Callahan	$ -	$ -							$ -
H.S.A. Consulting Group	$ -	$ 47,839.35							$ 47,839.35
Hamlin Consulting	$ -	$ 7,191.83							$ 7,191.83
Gulf Civil Engineering LLC	$ -	$ -	$ 2,362.37	$ 48,582.24				$ 41,785.14	$ 92,729.75
Hammond Engineering	$ 85,730.00	$ 77,280.00	$ 76,260.00	$ 6,280.00		$ 64,350.00			$ 309,900.00
Hatch Mott MacDonald	$ 413,865.59	$ 321,949.07	$ 696,826.18	$ 315,175.51	$ 1,337,515.62	$ 1,444,288.69	$ 1,117,633.71	$ 1,671,863.73	$ 7,319,118.10
HDR Engineering	$ 19,648.99	$ 197,582.30	$ 329,064.99	$ 178,402.35	$ 103,990.55	$ 900,555.30	$ 120,625.74	$ 28,803.66	$ 1,878,673.88
Hernandez Calhoun Engineers	$ -	$ 29,136.15	$ -	$ -					$ 29,136.15
H.S.A. Consulting Group	$ -	$ 110,895.00	$ 5,257.27	$ 33,470.00					$ 149,622.27
ICON Construction Services LLC									$ -
Infrastructure Speciality									$ -
Jehle-Halstead, Inc.	$ 1,121,790.00	$ 70,471.06	$ 27,997.50	$ -	$ 98,538.77	$ 93,185.93	$ 46,967.53		$ 1,458,950.79
Jerry W. McGuire & Associates	$ -	$ -	$ 24,800.00	$ 21,259.87		$ 21,482.90			$ 67,542.77
John Davenport	$ -	$ -	$ -	$ -	$ -	$ 106,910.00			$ 106,910.00
Jones Edmunds	$ -	$ 110,761.27		$ 47,667.00					$ 158,428.27
Kenneth Horne & Associates	$ 153,183.11	$ -	$ -	$ 97,324.30		$ 35,867.86		$ 15,145.12	$ 301,520.39
Kisinger Campo and Associates								$ 394,829.07	$ 394,829.07
KMJ Surveyintg	$ -	$ 381,692.79	$ -	$ -					$ 381,692.79
Mehta and Associates	$ -	$ -	$ 9,593.49	$ -				$ 95,580.36	$ 105,173.85
Merrill Parker Shaw	$ -	$ 189,758.96	$ -	$ -		$ 21,575.00			$ 211,333.96
Metric Engineering	$ -	$ -	$ 5,189.80	$ 116,141.15	$ 49,468.35				$ 170,799.30
Neel-Schaffer, Inc.	$ -	$ 14,936.00							$ 14,936.00
Municiple Engineering						$ 36,580.00	$ 99,520.00		$ 136,100.00
Nova Engineering and Environmental	$ -	$ 49,910.00	$ 1,000.00	$ -				$ 35,000.00	$ 85,910.00
PBS&J (Atkins)	$ 916,275.19	$ -	$ 355,757.85	$ 109,869.95		$ 47,940.74	$ 271,850.05		$ 1,701,693.78
Pittman Glaze and Assoc.	$ -	$ -	$ -	$ 25,661.00	$ 67,530.00				$ 93,191.00
Preble Rish	$ -	$ -	$ -	$ 74,831.50					$ 74,831.50
Rebol-Battle and Associates	$ 906,213.00	$ -	$ 176,459.51	$ 255,955.25		$ 128,057.70	$ 148,820.74		$ 1,615,506.20
R. W. Beck	$ -	$ 113,370.00	$ -	$ -					$ 113,370.00
Sigma Consulting	$ 184,940.00	$ 16,751.05	$ 51,945.00	$ 48,075.00	$ 115,325.00	$ 245,730.00	$ 111,523.00	$ 352,092.00	$ 1,126,381.05
Singhofen and Associates	$ -	$ -	$ -	$ -					$ -
Southeastern Archeological					$ 18,844.70				$ 18,844.70
Southeastern Surveying				$ 11,740.00	$ -				$ 11,740.00
Southern Site & Utility Design	$ -	$ -	$ -	$ -					$ -
Swift and Hernandez	$ -	$ 25,800.00	$ -	$ -					$ 25,800.00
The Wit Group	$ -	$ -							$ -
Terracon Consultants (aka Gallet & Asociates)	$ -	$ 18,500.00	$ -	$ -					$ 18,500.00
Thompson Engineering	$ -	$ 162,350.58	$ 23,000.00	$ -	$ 157,395.95	$ 16,504.33	$ 24,800.00	$ 53,121.92	$ 437,172.78
Volkert Construction Services	$ 30,293.58	$ -	$ 46,993.12	$ 479,436.31	$ 546,427.00	$ 49,700.00	$ 286,848.87	$ 49,984.48	$ 1,489,683.36
W. K. Dickson				$ -					$ -
Wetland Sciences						$ 9,800.00			$ 9,800.00
Totals	$ 6,136,887.34	$ 2,382,891.43	$ 2,861,685.33	$ 2,297,582.11	$ 3,699,111.39	$ 3,396,576.12	$ 2,765,686.35	$ 3,611,922.57	$ 27,152,342.64
Check Balance	$ 6,136,887.34	$ 2,382,891.43	$ 2,861,685.33	$ 2,297,582.11	$ 3,699,111.39	$ 3,396,576.12	$ 2,765,686.35	$ 3,611,922.57	$ 27,152,342.64
				$ -		$ -			$ -

Date: January 31, 2005
Prepared by: Robin Lambert

current as of 11-14-19

DRMP, INC.

PRINCIPALS
Lawrence L. Smith, Jr.
Wayne D. Chalifoux
Donaldson K. Barton, Jr.
Glenn J. Lusink
Jon S. Meadows
Mark D. Prochak
Mark E. Puckett

700 South Palafox Street, Suite 160, Pensacola, Florida 32502
Phone: 850.469.9077 | Fax: 850.469.9073

November 18, 2019

Mr. Cooper Saunders
Program Manager
Escambia County
Engineering Division
3363 W. Park Place
Pensacola, Florida 32505

Subject: **Scope of Services/Fee Estimate**
All Electronic Tolling Signage and Striping Design

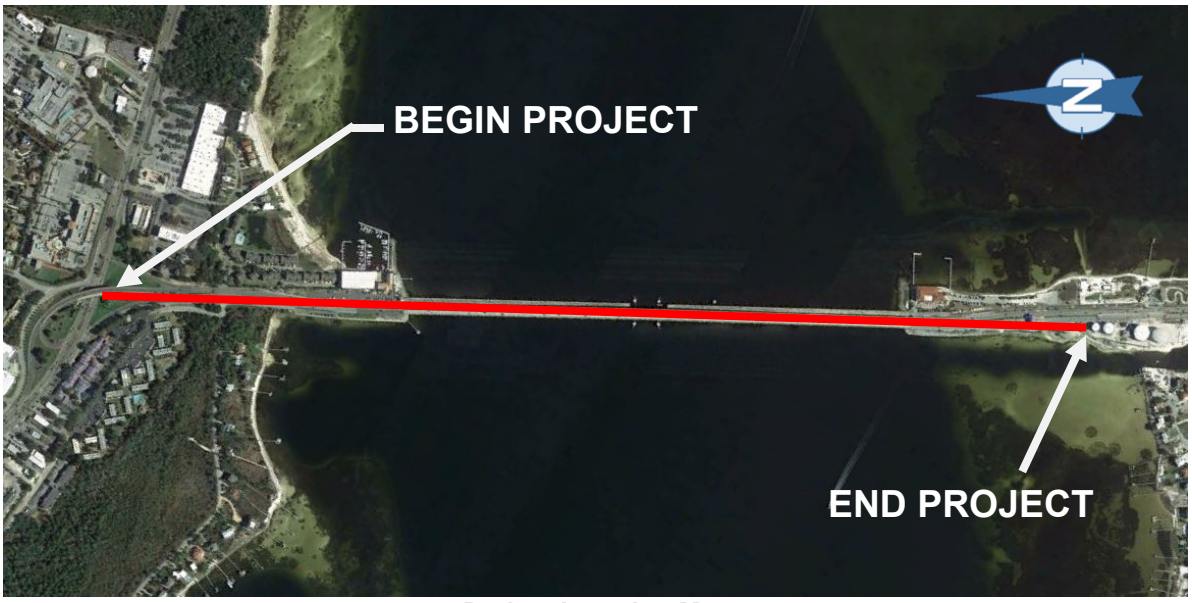
Dear Mr. Saunders:

DRMP, Inc. (DRMP) is pleased to provide this Scope of Services & Fee Estimate Proposal for the All Electronic Tolling Signing and Pavement Marking Design, from US 98 to 300' south of the toll plaza.

Included is the following information:

- Scope of Services/Fee Estimate
- Proposed Schedule

Scope of Services/Fee Estimate



Project Location Map

Task 1: Existing Conditions Survey

DRMP will utilize the existing signing and pavement marking plans as survey map of the existing conditions. DRMP will conduct a field review to evaluate the existing signs and pavement markings along the corridor and generate an existing conditions survey.

OFFICES
Asheboro, North Carolina
Boca Raton, Florida
Cary, North Carolina
Charlotte, North Carolina
Chipley, Florida
Fort Myers, Florida
Gainesville, Florida
Jacksonville, Florida
Lakeland, Florida
Melbourne, Florida
Orlando, Florida
Panama City Beach, Florida
Pensacola, Florida
Stockbridge, Georgia
Tallahassee, Florida
Tampa, Florida
Troutman, North Carolina

1.833.811.3767
www.DRMP.com

DRMP

Task 2: Signing and Pavement Marking Plans

DRMP will provide a complete set of signing and pavement marking plans for Cash-Free Tolling that meets Florida Department of Transportation Turnpike Enterprise's (FTE) guidelines for toll facilities. Task includes submittal to FTE for review and incorporation of any comments made by FTE.

DRMP will submit 90% plans and Final Signing and Pavement Marking Plans. 90% Plans will be submitted to bot Escambia County and FTE for approval. Method of delivery will be in the form of four plan set hard copies (2 half size and 2 full size) and 2 electronic copies (pdf and ACAD) for each of the plan set deliverables.

Task 3: Public Involvement

DRMP will utilize social and local news media to inform the public about Cash-Free Toll Plaza. DRMP shall provide handouts or newsletters for the toll plaza attendants to give to drivers who come through the tollbooth.

Task 4: Post Design Services

DRMP will provide post design services including oversight of the construction. Post design services will include plan interpretation and final verification/certification, to ensure final product is implemented/constructed as intended in the design.

Fee Estimate

Staff Classification	Project Manager	Project Engineer	QA/QC	Total Hours	Cost by Activity
Rate	$140	$85	$165		
Public Involvement	15	45	5	65	$6,750
Signing & Pavement Marking Analysis	20	45	8	73	$7,945
Signing & Pavement Marking Plans	25	60	8	93	$9,920
			Lump Sum Fee		**$24,615**

PROPOSED SCHEDULE

DRMP will begin work immediately, once the Notice to Proceed is issued. Schedule is provided as an attachment.

We look forward to the opportunity to serve the County.

If you have any questions or require additional information, please do not hesitate to contact us.

Sincerely,
DRMP, Inc.

Samuel Campbell, PE, PTOE
Project Manager

Ben C. Faust, PE
Vice President

Attachments: Proposed Schedule

Escambia County Toll Plaza Project Schedule

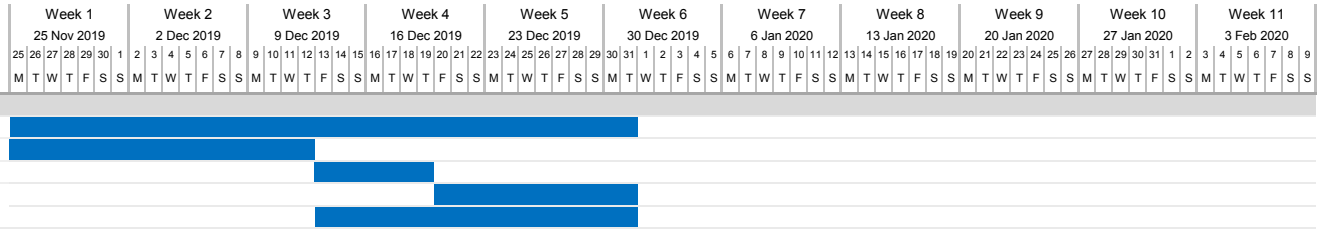
Gantt Chart Template © 2006-2018 by Vertex42.com.

DRMP, Inc.

Project Start Date 11/25/2019 (Monday) Display Week 1

Project Manager Sam Campbell, PE, PTOE

WBS	TASK	LEAD	START	END	DAYS	% DONE	WORK DAYS
1	**[Task Category]**			-			-
1.1	**Toll Plaza S&PM Design**		Mon 11/25/19	Tue 12/31/19	37	0%	27
1.2	**90% Plans Submittal**		Mon 11/25/19	Thu 12/12/19	18	0%	14
1.3	EC/FTE 90% Plans Submittal		Fri 12/13/19	Thu 12/19/19	7	0%	5
1.4	**Final Plans**		Fri 12/20/19	Tue 12/31/19	12	0%	8
1.5	Public Notifications		Fri 12/13/19	Tue 12/31/19	19	0%	13



Pensacola Beach Toll Plaza Signing and Pavement Marking
Billable Rate Schedule

Position	Hourly Rate	Home/Branch Overhead	Facilities Capitol Cost of Money	Home Direct Expense	Billing Rate	Operating Margin	Total Rate
Project Manager (Project Engineer)	$41.25	172.80%	0.65%	9.19%	$116.59	20%	$140
Engineering in Training	$25.00	172.80%	0.65%	9.19%	$70.66	20%	$85
Sr. Project Engineer (QA/QC)	$48.75	172.80%	0.65%	9.19%	$137.79	20%	$165

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

4. Recommendation: That the Board That the Board discuss the funding for the Project Development & Environment (PD&E) Study Update and Preliminary Engineering (PE) Phase for the State Road (SR) 292 (Sorrento Road) Capacity Project.

   [Funding: Per the Florida Department of Transportation, $1,000,000 is needed to update and complete the PD&E Study, and $4,000,000 is needed to program the PE Phase to meet the federal planning consistency requirement.]

Motion: Move that we schedule this as a discussion item in the August 8th Committee of the Whole Transportation Workshop
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously
Speaker(s): Vicki Campbell

5. Recommendation: That the Board discuss the following items related to the Bob Sikes Toll Booth and provide direction/approval for each item:

   A. Discuss options on how to handle peak weekend traffic, 9:30 a.m., until 7:30 p.m., on Saturdays and Sundays, through the Labor Day weekend;

   B. Grant approval for the Engineering Department to explore alternative methods for people to pay a toll using technology: a telephone app, license plate subscriptions, etc.; and

   C. Grant approval for the Engineering Department to do a feasible study, in-house if possible, to determine if it is possible to create a third southbound lane from the Bob Sikes toll plaza to Fort Pickens Road that would become a dedicated right turn lane for people turning onto Fort Pickens Road.

   [Funding: Fund 167, Bob Sikes Toll Plaza (if funding is required)]

Motion: Move all three [A, B, and C] **For Information:** The Board discussed “flushing” traffic during peak times with no tolls collected
Made by: Commissioner Bender **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously
Speaker(s): Rick Hawthorne

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17187 **County Attorney's Report 13. 1.**
BCC Regular Meeting **Action**
Meeting Date: 12/05/2019
Issue: Navy Federal Credit Union Memorandum of Agreement (MOA) - Portion of OLF-8
From: ALISON ROGERS, County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:
Recommendation Concerning Navy Federal Credit Union Memorandum of Agreement - Portion of OLF-8.

That the Board approve and authorize the Chairman to sign the Navy Federal Memorandum of Agreement (MOA), to address job creation by NFCU as a precondition to closing on approximately 98 acres at the OLF-8 site.

BACKGROUND:
Pursuant to Resolution 2019-42, the Board of County Commissioners found that the sale of approximately 98 acres of County property at the OLF-8 site to NFCU served the County's economic development purposes. As a precondition to closing, the County and NFCU must execute an agreement that addresses promised job creation by NFCU. Further, NFCU will provide reasonable public access to certain recreational amenities that will be constructed at the property.

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

Redline Version - Agreement

Clean Version - Agreement

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT ("**Agreement**") is made and entered into by and between ESCAMBIA COUNTY ("**County**"), a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners ("**BOCC**"), and NAVY FEDERAL CREDIT UNION ("**NFCU**"), a federally chartered credit union, (County and NFCU at times referred to herein individually as a "**Party**" and collectively as the "**Parties**").

WITNESSETH:

WHEREAS, pursuant to §125.045, Florida Statutes, the Legislature has declared it to be in the public interest to facilitate the growth and creation of business enterprises and, to that end, has conferred certain powers and duties upon the governing body of the County to enhance and expand economic activity within Escambia County; and

WHEREAS, the County is authorized to engage in activities conducive to such economic promotion, including, but not limited to, conveying real property; and

WHEREAS, on January 29, 2019, the County acquired an approximately 640-acre parcel (commonly referred to as "**Outlying Landing Field 8**" or "**OLF-8**") located in the Beulah area, pursuant to a Land Exchange Agreement with the United States Department of the Navy; and

WHEREAS, on or about December 10, 2015, the Parties entered into an *Economic Development Incentive Fund Program Agreement* ("**Program Agreement**") wherein NFCU anticipated creating additional full-time jobs in Escambia County over a term of ten years; and

WHEREAS, NFCU ~~is currently expanding its Heritage Oaks campus in Escambia County, which is located adjacent to the OLF-8 property, and NFCU~~ desires to purchase ~~a portion~~approximately 98 acres of the OLF-8 property to further expand its campus and pursuant to Resolution 2019-42, the Board of County Commissioners found that allowing so serves the County's economic development purposes; and

WHEREAS, County and NFCU entered into that certain *Contract for Sale and Purchase* effective as of May 31, 2019, as amended by that certain *First Amendment to Contract for Sale and Purchase* effective as of July 25, 2019 (the *Contract for Sale and Purchase*, as amended by the *First Amendment to Contract for Sale and Purchase*, referred to herein as the "**Contract**") regarding NFCU's acquisition of a portion of the OLF-8 property (as more particularly set forth therein)(such portion of the OLF-8 property referred to herein as the "**Property**"); and

WHEREAS, pursuant to the Contract, as a condition precedent to County's obligation to proceed to closing on the sale of the Property to NFCU, NFCU and County will enter into a separate agreement at closing regarding the creation of 300 additional full-time jobs on NFCU's Heritage Oaks campus (the "**Condition Precedent**"); and

WHEREAS, the County has determined that it is in the best interest of the public to convey the Property subject to the conditions set forth in the Contract in order to facilitate economic development and promote a stable economy by maximizing the creation of jobs with

wages higher than the Escambia County median income.

NOW, THEREFORE, in consideration of the foregoing and in full satisfaction of the Condition Precedent, the Parties set forth the following agreements and understandings:

1. Recitals. The recitals set forth above are true and correct and are incorporated into this Agreement.

2. Job Creation.

2.1 Baseline Jobs. The Parties have determined that for purposes of this Agreement, NFCU has _____[*number to be inserted at or before closing of the transaction contemplated by the Contract, and will be based upon the occupancy report for the Heritage Oaks campus generated by NFCU as of COB two (2) days prior to such closing*] local full-time employees at NFCU's Heritage Oaks campus in Escambia County (the "**Baseline Jobs**").

2.2 Additional New Jobs. Within three (3) years of the Effective Date, NFCU shall create 300 additional full-time jobs at its Heritage Oaks campus ("**Additional New Jobs**"), resulting in NFCU's combined Baseline Jobs and Additional New Jobs of at least _____ [*number to be inserted at or before closing of the transaction contemplated by the Contract —sum of Baseline Jobs + 300*] full-time employees, having an overall average annual gross salary of at least $49,500.00 (including bonuses, overtime, annual leave, sick leave, and any other similar payments, but excluding non-cashable employee benefits). The Parties acknowledge and agree that the Additional New Jobs shall not include any existing jobs subsequently transferred to the Heritage Oaks campus from NFCU's Pace Boulevard or Milton off-site locations.

2.3 Maintenance of Additional New Jobs. NFCU shall maintain the Additional New Job(s) for a period of not less than three (3) years after the creation of the respective Additional New Job(s). Without limiting the foregoing, the Parties expressly acknowledge and agree that in no event will the creation and maintenance of the Additional New Jobs be determined or tied to any specific individual, position, or job title.

2.4 Documentation. The Parties acknowledge and agree that NFCU's submittal of the documentation provided to County under the Program Agreement shall be sufficient to document the Additional New Jobs created and maintained under this Agreement. The number of Additional New Jobs created and maintained during the Term pursuant to this Agreement shall be determined based upon the difference between the number of jobs listed on NFCU's quarterly unemployment reports and the number of Baseline Jobs. It is understood and agreed that the 300 Additional New Jobs created and maintained pursuant to this Agreement shall not qualify as Additional Project Jobs under the Program Agreement and will not be eligible for annual incentive grant funding.

2.5 Penalty. If NFCU fails to create at least 300 Additional New Jobs at its Heritage Oaks campus, or fails to maintain the Additional New Job(s) at its Heritage Oaks campus for a period of not less than three (3) years after the creation of the respective Additional

New Job(s), then NFCU may be required by the County to repay a pro-rata portion of the Annual Grant(s) payable to NFCU pursuant to the terms of the Program Agreement. In lieu of repayment, the County may elect to deduct said amount from any subsequent Annual Grant payment paid by the County pursuant to the terms of the Program Agreement. The total amount that may be required to be repaid by NFCU (or deducted by County) for NFCU failing to create and maintain the Additional New Jobs shall not exceed the sum of $300,000.

2.6 Additional Documentation. NFCU agrees to provide such additional documentation and information as may be reasonably necessary to support the County's Triumph Gulf Coast, Inc. Trust Fund Grant Application. Notwithstanding anything contained herein to the contrary, in no event shall NFCU ever be required to provide specific employee-identifiable data, including without limitation, any employees' names, employee numbers, social security numbers, individual salary data, and/or job titles.

3. **Recreational Facilities**. NFCU plans to use a portion of the Property for construction of recreational facilities, the nature and location of which will be in NFCU's discretion. The design and construction of these recreational facilities will be paid for by NFCU. NFCU will at all times retain title to and remain responsible for the maintenance of these recreational facilities. NFCU will allow public access to some (or certain portions) of the recreational facilities on the Property once constructed, as designated by NFCU, and subject to NFCU's reasonable conditions and limitations. NFCU reserves the right to modify or restrict public access to the designated recreational facilities (or modify any conditions or limitations related to such access). County and NFCU acknowledge and agree that nothing herein shall be construed to create or require a dedication, deed restriction, public easement, or encumbrance of any kind or nature relating to the Property.

4. **Term.** The term ("**Term**") of this Agreement will commence on the date last executed (the "**Effective Date**") and will continue for a term of six (6) years or until the expiration of the three (3) year maintenance period following the creation of the 300th Additional New Job, whichever may occur earlier.

5. **Notices.** Any notice, request or other deliveries required to be given hereunder shall be deemed given if sent by registered or certified mail, or overnight delivery service, postage prepaid, addressed to the following addresses:

Escambia County, Florida	Navy Federal Credit Union
Attn.: Janice Gilley, County Administrator	Attn.: Kara Cardona, SVP GPO
221 Palafox Place, Suite 420	5550 Heritage Oaks Drive
Pensacola, Florida 32502	Pensacola, Florida 32526

6. **No Agency; No Delegation.** Neither Party shall be considered an agent of, or acting on behalf of, the other Party. Nothing contained in this Agreement shall be construed to create any fiduciary relationship between the Parties, during or after the performance of this Agreement. Neither Party shall have the authority to bind the other Party to any obligation whatsoever to any third party without the express, specific written consent of the other.

7. **Records.** The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provisions of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this Agreement.

8. **Assignment.** This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by the Parties, without prior written consent of the other Party.

9. **Amendments.** This Agreement may be amended only in writing signed by each of the Parties hereto or their successors and assigns.

10. **Severability.** If any clause, provision, or section of this Agreement is held to be illegal or invalid by any court, the invalidity of the clause, provision, or section shall not affect any of the remaining clauses, provisions, or sections, and this Agreement shall be construed and enforced as if the illegal or invalid clause, provision, or section had not been contained in it.

11. **Integration.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, writings, agreements, or other understandings between the Parties with respect to the subject matter of this Agreement.

12. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute but one and the same instrument.

13. **Governing Law and Venue.** This Agreement will be governed by the laws of the State of Florida and venue for any litigation or dispute resolution proceeding will be in Escambia County, Florida without regard to its conflict of law rules.

[*signatures on the following page*]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed through their duly authorized signatories on the respective dates under each signature.

ESCAMBIA COUNTY FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners

By:_____
~~Lumon J. May~~Steven Barry, Chairman

Date:_____

BCC Approved: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

(Seal)

NAVY FEDERAL CREDIT UNION, a federally chartered credit union

By:_____

Title: _____

Date:_____

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT ("**Agreement**") is made and entered into by and between ESCAMBIA COUNTY ("**County**"), a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners ("**BOCC**"), and NAVY FEDERAL CREDIT UNION ("**NFCU**"), a federally chartered credit union, (County and NFCU at times referred to herein individually as a "**Party**" and collectively as the "**Parties**").

WITNESSETH:

WHEREAS, pursuant to §125.045, Florida Statutes, the Legislature has declared it to be in the public interest to facilitate the growth and creation of business enterprises and, to that end, has conferred certain powers and duties upon the governing body of the County to enhance and expand economic activity within Escambia County; and

WHEREAS, the County is authorized to engage in activities conducive to such economic promotion, including, but not limited to, conveying real property; and

WHEREAS, on January 29, 2019, the County acquired an approximately 640-acre parcel (commonly referred to as "**Outlying Landing Field 8**" or "**OLF-8**") located in the Beulah area, pursuant to a Land Exchange Agreement with the United States Department of the Navy; and

WHEREAS, on or about December 10, 2015, the Parties entered into an *Economic Development Incentive Fund Program Agreement* ("**Program Agreement**") wherein NFCU anticipated creating additional full-time jobs in Escambia County over a term of ten years; and

WHEREAS, NFCU desires to purchase approximately 98 acres of the OLF-8 property to further expand its campus and pursuant to Resolution 2019-42, the Board of County Commissioners found that allowing so serves the County's economic development purposes; and

WHEREAS, County and NFCU entered into that certain *Contract for Sale and Purchase* effective as of May 31, 2019, as amended by that certain *First Amendment to Contract for Sale and Purchase* effective as of July 25, 2019 (the *Contract for Sale and Purchase*, as amended by the *First Amendment to Contract for Sale and Purchase*, referred to herein as the "**Contract**") regarding NFCU's acquisition of a portion of the OLF-8 property (as more particularly set forth therein)(such portion of the OLF-8 property referred to herein as the "**Property**"); and

WHEREAS, pursuant to the Contract, as a condition precedent to County's obligation to proceed to closing on the sale of the Property to NFCU, NFCU and County will enter into a separate agreement at closing regarding the creation of 300 additional full-time jobs on NFCU's Heritage Oaks campus (the "**Condition Precedent**"); and

WHEREAS, the County has determined that it is in the best interest of the public to convey the Property subject to the conditions set forth in the Contract in order to facilitate economic development and promote a stable economy by maximizing the creation of jobs with wages higher than the Escambia County median income.

NOW, THEREFORE, in consideration of the foregoing and in full satisfaction of the Condition Precedent, the Parties set forth the following agreements and understandings:

1. Recitals. The recitals set forth above are true and correct and are incorporated into this Agreement.

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5. Notices. Any notice, request or other deliveries required to be given hereunder shall be deemed given if sent by registered or certified mail, or overnight delivery service, postage prepaid, addressed to the following addresses:

Escambia County, Florida	Navy Federal Credit Union
Attn.: Janice Gilley, County Administrator	Attn.: Kara Cardona, SVP GPO
221 Palafox Place, Suite 420	5550 Heritage Oaks Drive
Pensacola, Florida 32502	Pensacola, Florida 32526

6. No Agency; No Delegation. Neither Party shall be considered an agent of, or acting on behalf of, the other Party. Nothing contained in this Agreement shall be construed to create any fiduciary relationship between the Parties, during or after the performance of this Agreement. Neither Party shall have the authority to bind the other Party to any obligation whatsoever to any third party without the express, specific written consent of the other.

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8. **Assignment.** This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by the Parties, without prior written consent of the other Party.

9. **Amendments.** This Agreement may be amended only in writing signed by each of the Parties hereto or their successors and assigns.

10. **Severability.** If any clause, provision, or section of this Agreement is held to be illegal or invalid by any court, the invalidity of the clause, provision, or section shall not affect any of the remaining clauses, provisions, or sections, and this Agreement shall be construed and enforced as if the illegal or invalid clause, provision, or section had not been contained in it.

11. **Integration.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, writings, agreements, or other understandings between the Parties with respect to the subject matter of this Agreement.

12. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute but one and the same instrument.

13. **Governing Law and Venue.** This Agreement will be governed by the laws of the State of Florida and venue for any litigation or dispute resolution proceeding will be in Escambia County, Florida without regard to its conflict of law rules.

[*signatures on the following page*]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed through their duly authorized signatories on the respective dates under each signature.

ESCAMBIA COUNTY FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners

By:_____
Steven Barry, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Date:_____

BCC Approved: _____

By: _____
Deputy Clerk

(Seal)

NAVY FEDERAL CREDIT UNION, a federally chartered credit union

By:_____

Title: _____

Date:_____

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17238 **County Attorney's Report 13. 2.**
BCC Regular Meeting **Action**
Meeting Date: 12/05/2019
Issue: Resolution Ratifying Participation in a Joint Public Meeting
From: ALISON ROGERS, County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:
Recommendation Concerning a Resolution Ratifying Participation in a Joint Public Meeting.

That the Board adopt a Resolution ratifying participation in a joint public meeting on December 4, 2019, with the City Council of the City of Pensacola.

BACKGROUND:
Pursuant to Section 125.001, Florida Statutes, the Escambia County Board of County Commissioners is authorized to hold joint public meetings with the governing body of one or more adjacent counties or municipalities to dicuss matters of mutual interest. In order to participate in a joint public meeting, the governing body must adopt a resolution authorizing such participation. Per the statute, no official vote may be taken at a joint public meeting.

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
The Resolution was prepared by the County Attorney's Office.

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Resolution Ratifying Participation in a Joint Public Meeting

RESOLUTION R2019-___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, RATIFYING PARTICIPATION IN A JOINT PUBLIC MEETING WITH THE CITY COUNCIL OF THE CITY OF PENSACOLA; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to §125.001, Florida Statutes, the Escambia County Board of County Commissioners is authorized to hold joint meetings with the governing body of one or more adjacent counties or municipalities to discuss matters of mutual interest; and

WHEREAS, the Board and the City Council of the City of Pensacola participated in a joint meeting on December 4, 2019, for the purpose of discussing matters of mutual interest.

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

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

SECTION 2. That the Board of County Commissioners hereby authorizes participation in a joint public meeting on December 4, 2019, with the City Council of the City of Pensacola provided that no official vote may be taken at said meeting.

SECTION 3. That this Resolution shall take effect immediately upon its adoption by the Board of County Commissioners of Escambia County, Florida.

ADOPTED this ____ day of December 2019.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Steven Barry, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk (SEAL)

Approved as to form and legal sufficiency.
By/Title: _____
Date: 11/25/19

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17222 **County Attorney's Report 13. 3.**
BCC Regular Meeting **Action**
Meeting Date: 12/05/2019
Issue: Tonia and Christopher Moye v. Escambia County and Cantonment Football Club, Case No. 2018 CA 000929
From: CHARLES PEPPLER, Deputy County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:
Recommendation Concerning Tonia and Christopher Moye v. Escambia County and Cantonment Football Club, Case No. 2018 CA 000929.

That the Board consider a proposed settlement in this matter.

BACKGROUND:
To be provided under separate cover.

BUDGETARY IMPACT:
Payment from 501, Internal Services Fund.

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
N/A

IMPLEMENTATION/COORDINATION:
N/A

Attachments

No file(s) attached.