GARY SANSING PUBLIC FORUM

Chairman Bergosh called the Gary Sansing Public Forum to order at 4:31 p.m.

1. **FOR INFORMATION:** The Board heard comments from Claud Gillette concerning Total SunPass on the Bob Sikes Bridge.

2. **FOR INFORMATION:** The Board heard comments from Michael Kimberl concerning homelessness in the area of the Midtown Commerce Park.

3. **FOR INFORMATION:** The Board heard comments from LaFanette Soles-Woods concerning neighborhood issues.

4:41 P.M. – GARY SANSING PUBLIC FORUM ADJOURNED

5:32 P.M. – REGULAR BCC AGENDA CONVENED

REGULAR BCC AGENDA

1. **Call to Order**

Chairman Bergosh called the Regular Meeting of the Board of County Commissioners to order at 5:32 p.m.
MINUTES – July 19, 2018

REGULAR BCC AGENDA – Continued

2. Invocation

The Board observed a moment of silence.

3. Pledge of Allegiance to the Flag

Aiden Webster of Boy Scouts Troop 628 led the Pledge of Allegiance to the Flag.

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

Motion: Move the Agenda as amended

Made by: Commissioner Barry | Seconded: Commissioner Robinson

Disposition: Carried 4-0, with Commissioner May temporarily out of Board Chambers

5. Commissioners’ Forum:

A. District 2 – Commissioner Underhill expressed his appreciation to Tim Day and his team for their work on the Pensacola Inlet Management Program in obtaining a $300,000 state grant;

B. District 4 – Commissioner Robinson offered thoughts and prayers to the family of Megan Cooper while they search for a missing family member; offered thoughts and prayers to Pensacola’s sister city, Gero, Japan, after recent heavy rainfall events; expressed his appreciation to the Santa Rosa Island Authority for the weekend Blue Angels experience; and expressed his appreciation to Commissioner May for his work during his attendance at NACo;

C. District 5 – Commissioner Barry expressed his appreciation to the staff and all involved for the work on the Santa Rosa Island Authority joint meeting and his hopes that similar joint meetings will continue in the future;

D. District 3 – Commissioner May conveyed the appreciation of the Sansing family for the renaming of the Gary Sansing Public Forum; expressed his respect to Commissioner Robinson for his work with NACo over the last ten years; and expressed his appreciation for the consideration offered to him concerning his recent absence at budget meetings;

E. District 1 – Commissioner Bergosh reported that the Escambia County Jail and corrections facilities passed a rigorous evaluation by the State and expressed appreciation to Selina Barnes, Dr. Edler, the team of medical professionals, and all involved for their hard work; expressed his appreciation to Robert Turpin, Director of Marine Services, for the creation of a new artificial reef; offered congratulations to Officer Chris Moody of Animal Control for a letter of appreciation that was received from a member of the public regarding his service; and offered congratulations to the City of Pensacola for their preliminary approval of a $56 million grant.
6. **Recommendation:** That the Board adopt the Proclamation extending a warm welcome to Imperial Potentate Jim Cain upon the occasion of his visit to the Hadji Shrine Temple, in Escambia County, Florida, on July 26-27, 2018.

<table>
<thead>
<tr>
<th>Motion:</th>
<th>Move the Item</th>
</tr>
</thead>
<tbody>
<tr>
<td>Made by:</td>
<td>Commissioner Barry</td>
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<tr>
<td>Disposition:</td>
<td>Carried unanimously</td>
</tr>
</tbody>
</table>

7. **Written Communication:**

A. **Recommendation:** That the Board review and consider the Lien relief request made by Attorney Bentley M. Fisher, Attorney for the family and estate of Ethelbert C. Stuckey, against five properties encumbered by Liens generated at 12 Marshall Lane.

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

After reviewing the request for forgiveness of Liens, staff made the determination that the request does not fall within 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, Section III, H2.

Attorney Fisher submitted a written communication on April 27, 2018, requesting releases for five properties due to the fact the county foreclosed on 12 Marshall Lane and the Liens were deemed satisfied.

<table>
<thead>
<tr>
<th>Motion:</th>
<th>To provide lien relief, assuming the recording filing to be paid by the applicant</th>
</tr>
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<tbody>
<tr>
<td>Made by:</td>
<td>Commissioner Barry</td>
</tr>
<tr>
<td>Disposition:</td>
<td>Carried unanimously</td>
</tr>
<tr>
<td>Speaker(s):</td>
<td>Bentley M. Fisher</td>
</tr>
</tbody>
</table>

(Continued)
REGULAR BCC AGENDA – Continued

7. Continued…

B. **Recommendation**: That the Board review and consider the Lien relief request made by Jimmie W. Dagen attached to 2230 Fannie 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 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.

Mr. Jimmie Dagen made the request to appear before the Board of County Commissioners. The property is currently in probate. Mr. Dagen is requesting the property located at 2230 Fannie Road be granted a partial release from the two Liens attached to the property located at 120 Front Street.

<table>
<thead>
<tr>
<th>Motion:</th>
<th>No Action Taken</th>
</tr>
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<tbody>
<tr>
<td>Made by:</td>
<td></td>
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<tr>
<td>Seconded:</td>
<td></td>
</tr>
<tr>
<td>Disposition:</td>
<td></td>
</tr>
<tr>
<td>Speaker(s):</td>
<td>Jimmie Dagen</td>
</tr>
</tbody>
</table>

C. June 26, 2018, communication from Robert Tod Bancells requesting the release of mineral rights as part of the real estate closing for the property located at 901 Krasnosky Street; Pensacola, Florida; Tax Account Number 07-0979-200.

<table>
<thead>
<tr>
<th>Motion:</th>
<th>Release the mineral rights</th>
</tr>
</thead>
<tbody>
<tr>
<td>Made by:</td>
<td>Commissioner Robinson</td>
</tr>
<tr>
<td>Disposition:</td>
<td>Carried 4-0, with Commissioner May temporarily out of Board Chambers</td>
</tr>
</tbody>
</table>
8. **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.

| Motion: Move, waiving the reading |
| Made by: Commissioner Robinson | Seconded: Commissioner Barry |
| Disposition: Carried 4-0, with Commissioner May temporarily out of Board Chambers |

9. **Recommendation:** That the Board take the following action, as recommended by the Committee of the Whole (C/W) at the July 10, 2018, Budget C/W Workshop and the July 12, 2018, C/W Workshop:

   A. Tentatively accept the County's Millage rates, as presented (Budget C/W Item #3); and

   B. Move the Adopt-A-Shelter Program and include the idea of establishing a non-profit for this purpose (C/W Item #5).

| Motion: Move A and B |
| Made by: Commissioner Robinson | Seconded: Commissioner Underhill |
| Disposition: Carried 4-0, with Commissioner May temporarily out of Board Chambers |

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**CLERK & COMPTROLLER’S REPORT** – Honorable Pam Childers, Clerk of the Circuit Court and Comptroller

**I. CONSENT AGENDA**

1. **Recommendation:** That the Board accept, for filing with the Board’s Minutes, the Investment Portfolio Summary Report for the month ended May 31, 2018, as required by Ordinance Number 95-13; on May 31, 2018, the portfolio market value was $367,161,307 and portfolio earnings totaled $568,864 for the month; the short-term portfolio yield 1.52%, which should be compared to the S&P Government Index Pool Index 30 Day benchmark of 1.78%; the long-term CORE portfolio achieved a yield of 2.51%, which should be compared to the Merrill Lynch 1-5 Year Treasury Index benchmark of 2.48%.

| Motion: Move the Clerk's Report |
| Made by: Commissioner Barry | Seconded: Commissioner Underhill |
| Disposition: Carried 4-0, with Commissioner May temporarily out of Board Chambers |
I. CONSENT AGENDA – Continued

2. Recommendation: That the Board approve Records Disposition Document No. 660, for disposition of Board of County Commissioners’ Records, Item #32, Minutes: Official Meetings, for the period July 18, 2017, through December 14, 2017, in accordance with State Retention Schedule GS1, since the permanent records have been digitally imaged.

   Motion: Move the Clerk’s Report  
   Made by: Commissioner Barry  
   Seconded: Commissioner Underhill  
   Disposition: Carried 4-0, with Commissioner May temporarily out of Board Chambers

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

   A. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held July 5, 2018; and

   B. Approve the Minutes of the Regular Board Meeting held July 5, 2018.

   Motion: Move the Clerk’s Report  
   Made by: Commissioner Barry  
   Seconded: Commissioner Underhill  
   Disposition: Carried 4-0, with Commissioner May temporarily out of Board Chambers
I. ACTION ITEM

1. **Recommendation:** That the Board take the following action concerning recording of Tanglewood (a 45-lot residential subdivision), located in the Bellview Community and lying south of Godwin Lane and east of Blue Angel Parkway. Owned and developed by Esplanade Communities of Florida, LLC. Prior to recording the County Surveyor and the Clerk of the Circuit Court must sign the Final Plat as set forth in Section 2-5.7, of the Escambia Land Development Code; also, prior to recording the County Surveyor must sign the Final Plat as set forth in Chapter 177.081 (1) Florida Statute; 

   A. Approve the final plat for recording;

   B. Approve the street names “Apple Ridge Drive and Apple Ridge Circle”;

   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.

**Motion:** Move the Item

**Made by:** Commissioner Robinson  |  **Seconded:** Commissioner Underhill

**Disposition:** Carried 4-0, with Commissioner May temporarily out of Board Chambers

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

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA

1. **Recommendation:** That the Board approve the Disposition of Property Form for the property that has far exceeded the manufacturer's warranty and is past its end-of-life. Some equipment is not operational and is now no longer of use to this department.

**Motion:** To approve Consent Agenda Items 1 through 5, with the exception of Item 3

**Made by:** Commissioner Barry  |  **Seconded:** Commissioner Robinson

**Disposition:** Carried 4-0, with Commissioner May temporarily out of Board Chambers
I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

2. Recommendation: That the Board accept for filing with the Board's Minutes, the June 21, 2018, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

   Motion: To approve Consent Agenda Items 1 through 5, with the exception of Item 3
   Made by: Commissioner Barry    Seconded: Commissioner Robinson
   Disposition: Carried 4-0, with Commissioner May temporarily out of Board Chambers

3. Recommendation: That the Board ratify the County Administrator's signature on the HUD Environmental Review for Continuum of Care Project "NEW Permanent Supportive Housing Program," sponsored by Lakeview Center, Inc.

   Motion: Move the Item
   Made by: Commissioner Barry    Seconded: Commissioner Underhill
   Disposition: Carried 4-0, with Commissioner May temporarily out of Board Chambers
   For Information: Commissioner Robinson disclosed he has a business relationship with Lakeview Center

4. Recommendation: That the Board approve the revised Purchase Order General Terms and Conditions as follows:

   1. Acceptance, Entire Agreement - By providing goods or services under the subject Purchase Order (PO), Contractor accepts the terms and conditions set forth herein. This PO, including all terms, specifications and drawings attached hereto or referenced herein, constitutes the entire agreement between the parties unless otherwise stated on the face of the PO. If additional terms are necessary, a formal written contract will be required, and to the extent of any conflict with the terms of this PO, the terms of the contract shall prevail. No modification or waiver of terms of this PO shall be binding, unless in writing, signed by a duly authorized representative of the buyer and confirmed by such a representative of the Contractor.

   2. Inspection - All goods/services delivered hereunder shall be accepted subject to County’s inspection and approval, and payment shall not constitute acceptance. All payment shall be subject to adjustment for shortage or rejection of goods. To the extent that a PO requires a series of performances by the Contractor, the County reserves the right to cancel the remainder of the PO if goods/services provided during the term of the PO are non-conforming or otherwise rejected.

   (Continued)
I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

4. Continued…

3. Delivery, Risk of Loss - All goods are FOB destination, and risk of loss shall remain with the Contractor until delivery and acceptance by the County. Goods delivered that are damaged, defective, or otherwise fail to conform to the PO upon arrival may be rejected by County or held by County at the Contractor’s risk and expense. County may charge Contractor for the cost of inspecting, unpacking, repacking, storing and reshipping any rejected goods. County shall receive a credit at the invoice price, or at the County’s option, replacement of such goods, but in no event will such goods be replaced by the Contractor without County’s written consent.

4. Delivery of Excess Quantities - If the Contractor delivers quantities of any item in excess of the quantity ordered then such excess will be treated as being delivered for the convenience of the Contractor. The County may retain such excess up to $100 in value without compensating the interests herein. Excess quantities exceeding $100 in value will either be returned at the Contractor’s expense or retained and paid for by the County at the contract unit price.

5. Time is of the Essence - Time for delivery of goods and services under this PO is of the essence. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, shall entitle County to seek all remedies available at law or in equity. The County reserves the right to cancel any order and purchase elsewhere if delivery is not timely. Contractor further agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to exercise this option with respect to any delivery shall not be deemed a waiver with respect to future installments; if any.

6. Delivery Tickets - All deliveries under this PO shall be accompanied with delivery tickets, or sales slips, in triplicate, which shall contain the following: 1) Name of supplier; 2) Purchase order; 3) Date of call; 4) Call number; 5) Itemized list of supplies or services furnished; 6) Quantity, unit price and extension of each item less applicable discounts (unit price and extensions need not be shown when compatible with the use of automated systems provided that the invoice is itemized to show this information); and 7) Date of delivery or shipment. Upon delivery, the receiving office will retain one copy of the related delivery ticket and will sign the other two copies and return them to the supplier or his agent. One of these copies may subsequently be required to support the invoice.

(Continued)
I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

4. Continued…

7. Material Safety Data Sheet - At the time of delivery, Contractor agrees to provide County with a current MSD sheet of any hazardous chemical or toxic substance as required by law.

8. Changes - The Purchasing Manager may at any time, by a written order, and without notice to the surety, make changes, within the general scope of this PO, in (i) drawing, designs, or specifications where the supplies to be furnished are to be specially manufactured for the County in accordance therewith; (ii) method of shipment or packing; and (iii) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for, performance of this contract, whether changed or not changed by any such order, equitable adjustment shall be made by written modification of this PO. Any claim by Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change.

9. Invoicing and Payment - After delivery and acceptance of goods and submission of properly certified invoices, Contractor shall be paid at the prices stipulated on the PO at the time the order is placed, less deductions if any. Invoices shall contain the contract number, PO number and the contractor’s Federal Employer Identification Number. An original and one (1) copy of the invoice shall be submitted. Failure to follow these instructions may result in a delay processing invoices for payment. All payments and interest on any late payments shall be made in compliance with the Local Government Prompt Payment Act, §§218.70, et seq., Fla. Stat.

10. Taxes - The County is exempt from Florida sales tax, federal taxes on transportation changes and any federal excise tax. Under no circumstances will the County reimburse Contractor for taxes paid.

11. Government Regulations - Contractor certifies that it has complied with all applicable laws and regulations of governmental authority relating to the production, sale and delivery of the goods and/or services specified herein, and Contractor shall indemnify and save County harmless from and against any liability or loss resulting from Contractor's failure to do so.

(Continued)
12. Compliance with Laws - In fulfilling the terms of the PO, Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the conduct of its business, including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Fla. Stat., the provisions of the Immigration Reform and Control Act of 1986 (8 U.S.C. §1324, et seq.) and regulations related thereto, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran status.

13. Warranties - In addition to all warranties, established by statute or common law, or set forth elsewhere in this PO, Contractor expressly warrants that all goods or services covered herein shall conform to all specifications, drawings, samples and descriptions furnished or adopted by the County, and shall be of best quality and fit and sufficient for the purpose for which purchased, if specified hereon, merchantable, of good material land workmanship and free from all patent and latent defects. The County’s failure to give notice to Contractor of any breach of warranty shall not discharge the Contractor’s liability. Without limiting the generality of the foregoing, the Contractor agrees to be responsible for all defects in design, workmanship and materials, which may become apparent within 12 months of receipt by County, unless otherwise specified.

14. Warranty of Non-Infringement - Contractor represents and warrants that all goods or services sold hereunder are in compliance with applicable laws, do not constitute unfair competition, and do not infringe any patent, copyright, trademark, or trade secret. Contractor shall indemnify and hold harmless County from and against any and all claims, judgments and expenses, including, but not limited to, attorneys’ fees, arising from any claim, suit or proceeding alleging that County’s use of the goods/services provided hereunder is inconsistent with Contractor's representations and warranties provided in this section. Contractor shall defend or settle at its own expense any proceeding brought against County for such infringement provided Contractor is notified promptly of the commencement of such proceeding and is given authority, information and assistance by the County for the defense or settlement thereof.

(Continued)
I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

4. Continued…

15. Work on County Premises - If this PO requires work of the Contractor’s agents or employees on the County’s premises, Contractor shall carry out said work at its own risk until fully completed and such agents or employees shall not thereby be deemed to be the agents or employees of the County. Such parties shall be subject to the County’s safety rules and fire regulations. Contractor assumes full responsibility for their acts and omissions and agrees to hold harmless and indemnify the County from any claims arising therefrom and accept exclusive liability for payroll and other taxes imposed upon the employer by law.

16. Liens - All work performed by Contractor shall be accomplished in a manner that will not under any circumstances result in the imposition of any lien, claim or encumbrance against the County or County property. If any materialman or subcontractor of Contractor should file a lien on the property of the County or otherwise file a claim against the County, Contractor shall obtain a release and satisfaction of the lien/claim within ten days of its filing. Contractor shall be solely liable for any consequential damages to County resulting from the filing of any claim/lien.

17. Indemnification - Contractor hereby assumes all liability, to the maximum extent provided by law, for all damages, loss or injury of any kind or nature whatever to persons or property caused by or resulting from the goods or services provided hereunder. Contractor shall indemnify and hold harmless the County from all claims, suits, liabilities, expenses, losses or damages, including attorneys’ fees and costs, which County may incur as a result of claims, demands, suits, or causes of action of any kind or nature arising from, caused by, or related to the provision of the goods or services furnished by Contractor, its officers, employees, agents, partners, principals, or subcontractors. If any suit or other proceeding is brought against the County at any time on account of or by reason of any act, action, neglect, omission or default of Contractor or any of its subcontractors, Contractor agrees to assume the defense thereof and defend the County at Contractor’s sole expense and to pay any and all costs, attorneys’ fees or other expenses, and all judgments that may be incurred or obtained against the County, and any judgment or lien that may be placed against the County’s property as a result of such suit or proceeding. The Contractor’s obligations hereunder shall not be limited by or to any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

(Continued)
18. Insurance - Throughout the term of this PO, the Contractor, at its sole expense, shall maintain insurance coverage that is acceptable to the County.

19. Contingent Fees - The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon any agreement or understanding for a commission percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the County shall have the right to amend this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

20. Gratuities - (a) The County may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found after notice and hearing by the County’s duly authorized representative, that gratuities (e.g. entertainment, gifts or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing a contract or favorable treatment with respect to the awarding, amending, or making of a contract or any determinations with respect to the performance of such contract; (b) If this contract is terminated as provided in paragraph (a), the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor, and as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Board of County Commissioners or their duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee; (c) The rights and remedies of the County provided in this clause shall not be conclusive and are in addition to any other rights and remedies provided by law or under the contract.

21. Termination for Default - The Purchasing Manager by written notice may terminate this PO, in whole or in part, for failure of the Contractor to perform any of the provisions hereof. In such event, the Contractor shall be liable for damages including the excess cost of re-procuring similar supplies or services; provided that if it is determined for any reason that the Contractor was not in default, the termination shall be deemed to be a termination for convenience as provided below.

(Continued)
I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

4. Continued…

22. Termination for Convenience - The Purchasing Manager by written notice, may terminate this PO, in whole or in part, when it is in the best interest of the County. If this PO is for supplies and is so terminated, the Contractor shall be compensated for goods delivered up to the date of termination at the discretion of the County. To the extent that this contract is for services and is so terminated, the County shall be liable only for payment in accordance with the payment provisions of this PO for services rendered prior to the effective date of termination.

23. Force Majeure - Neither party shall be liable for delays or defaults due to acts of God, government authority or public enemy, war, fires, floods, epidemics, strikes, labor troubles, freight embargoes or contingencies reasonably beyond its control. The party so affected upon prompt written notice to the other party shall be excused from making or taking deliveries hereunder to the extent of such prevention or restriction. At County’s option, deliveries so omitted shall be made on notice thereof to the vendor, upon cessation of such contingency even though such might have been operative at the date of this order.

24. Assignment - Contractor may not assign this PO or any money due or to become due without the prior written consent of the County. Any assignment made without such consent shall be deemed void.

25. Extent of Obligation - The County is obligated hereunder only to the extent of authorized orders placed against this PO.

26. Governing Law - This agreement shall be interpreted in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in Escambia County.

27. Annual Appropriations - The County’s performance and obligation to pay under this PO shall be contingent upon an annual appropriation of funds.

28. Advertising - Without the prior written consent of the County in each instance, Contractor shall not advertise the fact that it has contracted with the County for goods and/or services, or appropriate or make use of the County’s name or identifying marks.

(Continued)
I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

4. Continued…

29. 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, Fla. Stat. 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, Fla. Stat., the County may, without prejudice to any other right or remedy and after giving the Contractor 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

| Motion: To approve Consent Agenda Items 1 through 5, with the exception of Item 3 |
| Made by: Commissioner Barry | Seconded: Commissioner Robinson |
| Disposition: Carried 4-0, with Commissioner May temporarily out of Board Chambers |

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

A. Approve the Escambia County 4-H Livestock Facility Use Sample Agreement, to be used as the contract document for rental of the facility for non-Extension/4-H events held at 5701 Highway 99, Molino, Florida 32577; and

B. Authorize Nick Simmons, Extension Services Division Manager, to execute the Agreement.

| Motion: To approve Consent Agenda Items 1 through 5, with the exception of Item 3 |
| Made by: Commissioner Barry | Seconded: Commissioner Robinson |
| Disposition: Carried 4-0, with Commissioner May temporarily out of Board Chambers |
II. BUDGET/FINANCE CONSENT AGENDA

1. Recommendation: That the Board approve and authorize the Chairman to sign the First Amendment to the Memorandum of Agreement (MOA) between the Escambia County Board of County Commissioners and the Pensacola-Escambia County Promotion and Development Commission (PEDC), approved by the Board on March 16, 2017, that established an interest-free Line of Credit (LOC) with the County in order to cashflow activities associated with Project FOIL, aka The Bluffs. This Amendment changes the primary source of repayment from the Florida Department of Economic Opportunity to the Florida Department of Transportation and extends the expiration date of the MOA and timeframe of repayment to 180 days after the project completion date of December 31, 2019.

As under the original terms of the MOA, the budgetary impact would be nil as PEDC must reimburse the County.

[Funding Source: LOST III, Fund 352, Cost Center 110267 - not to exceed $750,000 before reimbursement by PEDC, $0 after reimbursement]

<table>
<thead>
<tr>
<th>Motion:</th>
<th>Approve Consent Agenda Items 1 through 27, with the exception of Items 3, 4, and 12</th>
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<tbody>
<tr>
<td>Made by:</td>
<td>Commissioner Robinson</td>
</tr>
<tr>
<td>Disposition:</td>
<td>Carried 4-0, with Commissioner May temporarily out of Board Chambers</td>
</tr>
</tbody>
</table>
II. BUDGET/FINANCE CONSENT AGENDA – Continued

2. Recommendation: That the Board take the following action regarding the Federally-Funded Subaward and Grant Agreement, Contract Number 19-FG-XX-01-27-01-XXX:

A. Approve the State of Florida, Division of Emergency Management (FDEM), Federally-Funded Subaward and Grant Agreement, providing funds in the amount of $107,380, to assist in enhancing the daily and emergency operations of the Escambia County Division of Emergency Management and to assist in the local disaster planning and community outreach efforts for the period from July 1, 2018, through June 30, 2019;

B. Authorize the Chairman or Vice Chairman to execute the Subaward and Grant Agreement; and

C. Authorize Michael D. Weaver, Public Safety Department Director, to execute and certify each Grant quarterly report, reimbursement request, Grant close-out report, and any subsequent documents as appropriate to implement this Grant with the following authority:

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and condition of the Federal Award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

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

Section (22) Mandated Conditions, Subsection "B," that "This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County."

[Funding: Fund 110, Other Grants and Projects Fund, Cost Center 330409]

<table>
<thead>
<tr>
<th>Motion:</th>
<th>Approve Consent Agenda Items 1 through 27, with the exception of Items 3, 4, and 12</th>
</tr>
</thead>
<tbody>
<tr>
<td>Made by:</td>
<td>Commissioner Robinson</td>
</tr>
<tr>
<td>Seconded:</td>
<td>Commissioner Barry</td>
</tr>
<tr>
<td>Disposition:</td>
<td>Carried 4-0, with Commissioner May temporarily out of Board Chambers</td>
</tr>
</tbody>
</table>
II. BUDGET/FINANCE CONSENT AGENDA – Continued

3. **Recommendation:** That the Board take the following action concerning the Professional Services Agreement for Adult Post-Adjudicatory Drug Court in Escambia County, Florida, between First Judicial Circuit Court Administration and the Escambia County Board of County Commissioners regarding the housing of adult post-adjudicatory drug court participants at the Community Corrections Work Release Facility:

   A. Approve the Agreement between First Judicial Circuit Court Administration and the Escambia County Board of County Commissioners; and

   B. Authorize the Chairman to execute the Agreement.

   [Funding: This Agreement is a Revenue Agreement related to Fund 114, Misdemeanor Probation, Revenue Account 349003]

   **Motion:** Move the Item
   **Made by:** Commissioner Barry  **Seconded:** Commissioner May
   **Disposition:** Carried 4-0, with Commissioner Robinson temporarily out of Board Chambers
   **Speaker(s):** Cathy White

4. **Recommendation:** That the Board take the following action concerning a Memorandum of Understanding between the School Board of Escambia County, Florida, and Escambia County, Florida:

   A. Approve the Memorandum of Understanding between the School Board of Escambia County, Florida, and Escambia County, Florida, that provides for vocational training of incarcerated adult students located at the Escambia County Road Prison, for a not-to-exceed amount of $57,196 ($32,196 for full-time vocational instructor, $5,000 for a part-time certified testing administrator, and $20,000 for materials, equipment, and supplies); and

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

   [Funding: Fund 175, Transportation Trust Fund, Cost Center 290205, Inmate Commissary]

   **Motion:** Move the Item
   **Made by:** Commissioner May  **Seconded:** Commissioner Barry
   **Disposition:** Carried unanimously
II. BUDGET/FINANCE CONSENT AGENDA – Continued

5. Recommendation: That the Board approve the funding allocation of $5,000 from Commissioner Jeff Bergosh’s discretionary money for the Pensacola Humane Society to continue to provide Low Cost Spay and Neutering services through the end of our Fiscal Year, September 30, 2018.

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

Motion: Approve Consent Agenda Items 1 through 27, with the exception of Items 3, 4, and 12

Made by: Commissioner Robinson  Seconded: Commissioner Barry

Disposition: Carried 4-0, with Commissioner May temporarily out of Board Chambers

6. Recommendation: That the Board ratify the following July 19, 2018, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the cancellation of the Residential Rehab Grant Program Liens:

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

<table>
<thead>
<tr>
<th>Property Owners</th>
<th>Address</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kim M. and Randy Conradson</td>
<td>707 Rue Max Street</td>
<td>$1,825</td>
</tr>
<tr>
<td>Willie G. Gray, Jr.,</td>
<td>3812 West Cervantes Street</td>
<td>$5,333</td>
</tr>
<tr>
<td>Curtis and Elizabeth A. Hughley</td>
<td>303 Lakewood Road</td>
<td>$3,608</td>
</tr>
<tr>
<td>Marjory E. Tandy</td>
<td>16 Ruberia Avenue</td>
<td>$1,887</td>
</tr>
<tr>
<td>Travelstar Properties, LLC</td>
<td>211 Lakewood Road</td>
<td>$3,050</td>
</tr>
<tr>
<td>James C. and Cheryl I. Tellefson</td>
<td>202 Bryant Road</td>
<td>$4,687</td>
</tr>
<tr>
<td>Winifred Wallace</td>
<td>3119 West La Rua Street</td>
<td>$3,799</td>
</tr>
<tr>
<td>Edward G. and Sandra L. Wilson</td>
<td>414 Greve Road</td>
<td>$3,846</td>
</tr>
<tr>
<td>Jay A. Yedrysek</td>
<td>209 Greve Road</td>
<td>$1,300</td>
</tr>
</tbody>
</table>

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

Motion: Approve Consent Agenda Items 1 through 27, with the exception of Items 3, 4, and 12

Made by: Commissioner Robinson  Seconded: Commissioner Barry

Disposition: Carried 4-0, with Commissioner May temporarily out of Board Chambers
II. BUDGET/FINANCE CONSENT AGENDA – Continued

7. Recommendation: That the Board ratify the following July 19, 2018, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the cancellation of the Commercial Facade, Landscape, and Infrastructure Grant Program Liens:

A. Approving the following three cancellations of the Commercial Facade, Landscape, and Infrastructure Grant Program Liens, as the Grant recipients have met the one-year of compliance with the Commercial Façade, Landscape, and Infrastructure Grant Program:

<table>
<thead>
<tr>
<th>Property Owner</th>
<th>Address</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic Chemicals, Inc.</td>
<td>8677 North Old Palafox</td>
<td>$3,455</td>
</tr>
<tr>
<td>Coastline Commercial, LLC</td>
<td>3470 Barrancas Avenue</td>
<td>$10,000</td>
</tr>
<tr>
<td>Du Thi Le &amp; Tran Nhuong</td>
<td>1800 North Pace Boulevard</td>
<td>$10,000</td>
</tr>
</tbody>
</table>

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

**Motion:** Approve Consent Agenda Items 1 through 27, with the exception of Items 3, 4, and 12

**Made by:** Commissioner Robinson  **Seconded:** Commissioner Barry

**Disposition:** Carried 4-0, with Commissioner May temporarily out of Board Chambers
8. **Recommendation:** That the Board approve and authorize the County Administrator to execute the following Change Order #4, to American Facility Services, Inc., Vendor ID #012106, for the continued janitorial services to the Library Services Department:

Department: Library Services  
Division:  
Type: Addition  
Amount: $7,780.31  
Vendor: American Facility Services, Inc. #012106  
Purchase Order (PO) #: 180095  
Change Order (CO) #: 4  
Cost Center for CO: 110105  
Original PO Amount: $15,202.00  
Cumulative Amount of Change Orders: $40,638.31  
New PO Total: $55,840.31

The Change Order is a request for additional funds from the Library Fund (Fund 113), Cost Center 110105 to American Facility Services, Inc., to close out PO#180095.

**Motion:** Approve Consent Agenda Items 1 through 27, with the exception of Items 3, 4, and 12  
**Made by:** Commissioner Robinson  
**Seconded:** Commissioner Barry  
**Disposition:** Carried 4-0, with Commissioner May temporarily out of Board Chambers

9. **Recommendation:** That the Board approve and authorize the issuance of a Purchase Order for up to nine Cummins Engines DR6955RX to Rush Truck Center of Alabama, Inc., per the terms and conditions of PD 17-18.058, for nine Cummins Engines, for Escambia County Area Transit (ECAT), for a unit price of $25,370 each, for total of $228,330.  

[Funding: Fund 320, FTA Capital Projects, Cost Center 211223, Object Code 56401]

**Motion:** Approve Consent Agenda Items 1 through 27, with the exception of Items 3, 4, and 12  
**Made by:** Commissioner Robinson  
**Seconded:** Commissioner Barry  
**Disposition:** Carried 4-0, with Commissioner May temporarily out of Board Chambers
II. BUDGET/FINANCE CONSENT AGENDA – Continued

10. **Recommendation**: That the Board approve and authorize the issuance of a Purchase Order to Gulf City Body & Trailer Works, Inc., for two 94 cubic yard open containers, per the terms and conditions of PD 17-18.057, for a unit price of $80,890 each, and a total price of $161,780.

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

<table>
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</tr>
<tr>
<td>Disposition:</td>
<td>Carried 4-0, with Commissioner May temporarily out of Board Chambers</td>
</tr>
</tbody>
</table>

11. **Recommendation**: That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Midsouth Paving, Inc., per the terms and conditions of PD 17-18.059, Resurfacing Group 17-18, in the amount of $4,243,407.07.

[Funding: Fund 353, LOST IV, Cost Center 210106, Object Code 56301, Project Number 18EN0238]

<table>
<thead>
<tr>
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</tr>
</tbody>
</table>
II. BUDGET/FINANCE CONSENT AGENDA – Continued

12. **Recommendation**: That the Board approve and authorize the County Administrator to sign the Agreements between Escambia County, Florida, and the following:

   A. Justified Incarcerated Ministries, Inc., at a rate of $2,500 per month inclusive of all costs or expenses incurred by the Contractor in the performance of services pursuant to this Agreement; and

   B. New Vision Worship Center of Northwest Florida, Inc., at a rate of $2,500 per month inclusive of all costs or expenses incurred by the Contractor in the performance of services pursuant to this Agreement, per the terms and conditions of PD 17-18.047, Chaplaincy for Escambia County Jail.

   [Funding: Fund 111, Detention/Jail Commissary, Cost Center 290406, Object Code 53101]

   **Motion**: Move 12, and "offer the services at a one-year contract to both providers"

   **Made by**: Commissioner May    **Seconded**: Commissioner Barry

   **Disposition**: Carried unanimously

13. **Recommendation**: That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, and Rebol-Battle & Associates, LLC, per the terms and conditions of PD 17-18.042, South Chemstrand Road Sidewalks, for a lump sum amount of $98,842.84.

   [Funding: Fund 353, LOST IV 2018, Cost Center 210106, Object Code 56301, Project 18EN0303]

   **Motion**: Approve Consent Agenda Items 1 through 27, with the exception of Items 3, 4, and 12

   **Made by**: Commissioner Robinson    **Seconded**: Commissioner Barry

   **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 regarding the purchase of one waste disposal track-type loader:

A. Authorize the County to utilize the Governmental Contract Initiative (GOV-13-TUCS) with the City of Tucson/National IPA Contract - RFP # 161534, in accordance with Escambia County, Florida Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; Exemptions; and Section 46-64, Board approval; and

B. Authorize the issuance of a Purchase Order for the purchase of one waste disposal track-type loader for the Waste Services Department of Escambia County, Florida, to Thompson Tractor Company, in the amount of $298,729, according to the specifications outlined in Specification Number VE 17-18.019.

In an effort to encourage competition from local businesses, and in compliance with Board-adopted policy, this purchase was advertised on the Escambia County web site for 30 days. The original quote and one additional bid were received.

[Funding: Fund 401, Solid Waste Fund; Cost Center 230314, SEM Operations; Object Code 56401, Machinery & Equipment]

Motion: Approve Consent Agenda Items 1 through 27, with the exception of Items 3, 4, and 12

Made by: Commissioner Robinson  Seconded: Commissioner Barry

Disposition: Carried 4-0, with Commissioner May temporarily out of Board Chambers

15. Recommendation: That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, and Sigma Consulting Group, Inc., per the terms and conditions of PD 17-18.039, Design Services for Blue Berry Road Dirt Road Paving and Drainage, for a lump sum amount of $78,713.

[Funding: Fund 352 (LOST III), Cost Center 210107, Object Code 56301, Project Number 08EN0068, $18,713; Fund 353 (LOST IV), Cost Center 210106, Object Code 56301, Project Number 18EN0255, $60,000]

Motion: Approve Consent Agenda Items 1 through 27, with the exception of Items 3, 4, and 12

Made by: Commissioner Robinson  Seconded: Commissioner Barry

Disposition: Carried 4-0, with Commissioner May temporarily out of Board Chambers
II. **BUDGET/FINANCE CONSENT AGENDA – Continued**

16. **Recommendation:** That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, and Florida Pest Control & Chemical Company, Inc., per the terms and conditions of PD 17-18.056, for a period of one year, with options for up to two additional one-year renewals, effective upon execution of the Agreement in the amount of $26,040 annually.

[Funding:
Facilities:
A. Fund 001, General Fund; Cost Center 310203, Facilities Maintenance; Object Code 53401, Other Contractual Services in the amount of $12,696.
B. Fund 113, Library Fund; Cost Center 110502, Maintenance; Object Code 53401, Other Contractual Services; in the amount of $840.
C. Fund 501, Internal Service Fund; Cost Center 150112, Employee Health Clinic; Object Code 53401, Other Contractual Services; in the amount of $168.

Escambia County Fire Services:
Fund 143, Fire Protection Fund; Cost Center 330206, Fire Department PD; Object Code 53401, Other Contractual Services; in the amount of $2,784.

Road Department:
Fund 001, General Fund; Cost Center 210402, Road Maintenance; Object Code 53401, Other Contractual Services; in the amount of $696.

Solid Waste Department:
A. Fund 401, Waste Services; Cost Center 230301, Solid Waste Admin; Object Code 53401, Other Contractual Services; in the amount of $240.
B. Fund 401, Waste Services; Cost Center 230307, SW Transfer Station; Object Code 53401, Other Contractual Services; in the amount of $120.
C. Fund 401, Waste Services; Cost Center 230314, SWM Operations; Object Code 53401, Other Contractual Services; in the amount of $480.

Parks and Recreation:
A. Fund 001, General Fund; Cost Center 350204, Lake Stone; Object Code 53401, Other Contractual Services; in the amount of $120.
B. Fund 001, General Fund; Cost Center 350229, Parks Capital Projects; Object Code 53401, Other Contractual Services; Project Number 06PR0085, in the amount of $120.
C. Fund 001, General Fund; Cost Center 350229, Parks Capital Projects; Object Code 53401, Other Contractual Services; Project Number 08PR0025; in the amount of $540.
D. Fund 001, General Fund; Cost Center 350231, Equestrian Center Lost; Object Code 53401, Other Contractual Services; Project Number 08PR0031; in the amount of $180.

(Continued)
COUNTY ADMINISTRATOR’S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

16. Continued…

   E. Fund 001, General Fund; Cost Center 350237, Rents-Park Community Centers; Object Code 53401, Other Contractual Services; in the amount of $120.

   Community Corrections/Probation:
   A. Fund 175, Road Prison; Cost Center 290202, Care and Custody; Object Code 53401, Other Contractual Services; in the amount of $1,368.
   B. Fund 114, Work Release/Probation; Cost Center 290305, Residential Probation; Object Code 53401, Other Contractual Services; in the amount of $456.

   Mass Transit:
   Fund 104, Mass Transit Fund; Cost Center 211217; Object Code 53401, Other Contractual Services; in the amount of $5,112]

| Motion: Approve Consent Agenda Items 1 through 27, with the exception of Items 3, 4, and 12 |
| Made by: Commissioner Robinson | Seconded: Commissioner Barry |
| Disposition: Carried 4-0, with Commissioner May temporarily out of Board Chambers |

17. Recommendation: That the Board approve and authorize the issuance of a Purchase Order for one compact track loader and two turf utility vehicles for the Parks and Recreation Department of Escambia County, Florida, to Coastal Machinery Company, in the amount of $78,678.84, according to the specifications outlined in Specification Number VE 17-18.020, per Escambia County Code of Ordinances, Chapter 46, Finance, Article II in whole, and Section 46-111 - Small Business Enterprise Program related to Local Purchases. ▶

[Funding: Fund Number 352, LOST III; Cost Center 350229, Parks Capital Projects; Object Code 56401, Machinery and Equipment; Project Code 08PR0068, Park Maintenance Equipment]

| Motion: Approve Consent Agenda Items 1 through 27, with the exception of Items 3, 4, and 12 |
| Made by: Commissioner Robinson | Seconded: Commissioner Barry |
| Disposition: Carried 4-0, with Commissioner May temporarily out of Board Chambers |
II. BUDGET/FINANCE CONSENT AGENDA – Continued

18. **Recommendation:** That the Board adopt the Resolution [R2018-75] approving Supplemental Budget Amendment #151, Library Fund (113), in the amount of $2,415, to recognize additional Grant funds and to increase the balance in the State Aid to Libraries Grant account, since the actual Grant award was more than budgeted.

**Motion:** Approve Consent Agenda Items 1 through 27, with the exception of Items 3, 4, and 12  
**Made by:** Commissioner Robinson  
**Seconded:** Commissioner Barry  
**Disposition:** Carried 4-0, with Commissioner May temporarily out of Board Chambers

19. **Recommendation:** That the Board adopt the Resolution [R2018-76] approving Supplemental Budget Amendment #153, General Fund (001) and Gulf Coast Restoration Fund (118), in the amount of $2,004,349, to recognize proceeds from the U.S. Department of the Treasury, and to appropriate these funds for two RESTORE Direct Component (Pot 1) Grant Projects, Hollice T. Williams Stormwater Park and South Dogtrack Drainage Design.

**Motion:** Approve Consent Agenda Items 1 through 27, with the exception of Items 3, 4, and 12  
**Made by:** Commissioner Robinson  
**Seconded:** Commissioner Barry  
**Disposition:** Carried 4-0, with Commissioner May temporarily out of Board Chambers

20. **Recommendation:** That the Board adopt the Resolution [R2018-77] approving Supplemental Budget Amendment #154, FTA Capital Projects Fund (320), in the amount of $153,548, to recognize proceeds from the Florida Department of Transportation (FDOT) and the Federal Transit Administration (FTA), and to appropriate these funds to upgrade or replace various security cameras and pay Baldwin County per the Grant Agreement.

**Motion:** Approve Consent Agenda Items 1 through 27, with the exception of Items 3, 4, and 12  
**Made by:** Commissioner Robinson  
**Seconded:** Commissioner Barry  
**Disposition:** Carried 4-0, with Commissioner May temporarily out of Board Chambers
II. BUDGET/FINANCE CONSENT AGENDA – Continued

21. **Recommendation**: That the Board take the following action concerning the certification of millage rates and the scheduling of Public Hearings for the Fiscal Year 2018/2019 Budget:

A. Certify the millage rates for Fiscal Year 2018/2019 as follows:

   - County-wide Operating – 6.6165
   - Law Enforcement/Sheriff's MSTU (Municipal Services Taxing Unit) – .685
   - Library MSTU – .359

   Once the millage rates listed above have been certified, the millage rate cannot be increased without re-first class noticing the public; the millage rates must be certified by August 4, 2018.

   The millage rates for the County-wide Operating, Sheriff’s MSTU, and the Library MSTU are unchanged from the previous Fiscal Year 2017/2018;

B. Certify the proposed millage rates at 3.17% above the aggregate rolled back rate;

C. Affirm the Board’s intent to maintain the current revenue allocation rate at the 75.0% increment within the Community Redevelopment Agency Tax Increment Financing (CRA TIF) Districts for Fiscal Year 2018/2019;

D. Schedule a Public Hearing on the Fiscal Year 2018/2019 Budget for September 4, 2018, at 5:31 p.m., to be held in the Chambers of the Board of County Commissioners of Escambia County, Florida, located on the first floor of the Ernie Lee Magaha Governmental Building, 221 Palafox Place, Pensacola, Florida; and

E. Schedule a Public Hearing to adopt the Fiscal Year 2018/2019 non-ad valorem special assessment roll at 5:32 p.m., on September 4, 2018, to be held in the Chambers of the Board of County Commissioners of Escambia County, Florida, located on the first floor of the Ernie Lee Magaha Governmental Building, 221 Palafox Place, Pensacola Florida.

**Motion**: Approve Consent Agenda Items 1 through 27, with the exception of Items 3, 4, and 12

**Made by**: Commissioner Robinson | **Seconded**: Commissioner Barry

**Disposition**: Carried 4-0, with Commissioner May temporarily out of Board Chambers
II. BUDGET/FINANCE CONSENT AGENDA – Continued

22. Recommendation: That the Board take the following action concerning a Resolution [R2018-78] to cancel taxes on parcels of property located on Hollywood Avenue, Account Number 05-2062-000, Reference Number 09-2S-30-0101-001-001; on Godwin Lane, Account Number 09-1488-275, Reference Number 25-2S-31-3306-000-000; and on Massachusetts Avenue, Account Number 05-3903-000, Reference Number 12-2S-30-7001-000-000, which were all recently acquired by the County:

A. Adopt the Resolution to cancel taxes for the current year for all three properties; and

B. Authorize the Chairman or Vice Chairman to execute the Resolution without further action of the Board.

These properties are located within Commission Districts 1, 2 and 3.

Motion: Approve Consent Agenda Items 1 through 27, with the exception of Items 3, 4, and 12

Made by: Commissioner Robinson  Seconded: Commissioner Barry
Disposition: Carried 4-0, with Commissioner May temporarily out of Board Chambers

23. Recommendation: That the Board approve and authorize the County Administrator to execute the following Change Order to Tractor and Equipment Co., Inc. for the Public Works Department - Road Operations Division:

- Department: Public Works
- Division: Road Operations
- Type: Addition
- Amount: $35,000
- Vendor: Tractor and Equipment Co., Inc.
- PO#: 180426
- CO#: 3
- Original Purchase Order Amount: $51,000
- Cumulative Amount of Change Orders Through this CO: $49,000
- New Purchase Order Total: $100,000

[Funding Source: Fund 175, "Transportation Trust Fund," Cost Center 210405, Object Code 54601]

Motion: Approve Consent Agenda Items 1 through 27, with the exception of Items 3, 4, and 12

Made by: Commissioner Robinson  Seconded: Commissioner Barry
Disposition: Carried 4-0, with Commissioner May temporarily out of Board Chambers
II. BUDGET/FINANCE CONSENT AGENDA – Continued

24. **Recommendation:** That the Board approve issuing a Purchase Order, for a not-to-exceed amount of $149,985, to Ingram Signalization, Inc., on Contract PD 15-16.090, "Traffic Signal Construction," to perform intersection upgrades at Fairfield Drive at "L" Street, Fairfield Drive at Texar Drive, and Fairfield Drive at Pace Boulevard.

[Funding Source: Fund 175, "Transportation Trust Fund," Cost Center 211201, Object Code 53401]

These areas for upgrade are in Commission District 3.

| Motion: Approve Consent Agenda Items 1 through 27, with the exception of Items 3, 4, and 12 |
| Made by: Commissioner Robinson | Seconded: Commissioner Barry |
| Disposition: Carried 4-0, with Commissioner May temporarily out of Board Chambers |
II.  BUDGET/FINANCE CONSENT AGENDA – Continued

25. Recommendation: That the Board approve and authorize the County Administrator to execute the following Change Order to Baskerville Donovan, Inc., on Contract PD 10-11.005, for Engineering and Surveying Services for the Pensacola Beach Master Plan - Access Roadway Alignment Modification:

Department: Public Works
Division: Transportation and Traffic Operations
Type: Addition
Amount: $22,401.27
Vendor: Baskerville Donovan, Inc.
Project Name: Pensacola Beach Master Plan - Access Roadway Alignment Modification
Contract: PD 10-11.005, Engineering and Surveying Services for the Pensacola Beach Master Plan
PO No.: 121158
CO No.: 14
Original Award Amount: $149,746.26
Cumulative Amount of Change Orders through this CO: $1,301,363.90
New Contract Total: $1,451,110.16

[Funding Source: Fund 167, Bob Sikes Toll Fund, Cost Center 140302, Object Code 56301 - Funding approved at June 7, 2018, BCC Meeting]

Motion: Approve Consent Agenda Items 1 through 27, with the exception of Items 3, 4, and 12
Made by: Commissioner Robinson  Seconded: Commissioner Barry
Disposition: Carried 4-0, with Commissioner May temporarily out of Board Chambers
II. BUDGET/FINANCE CONSENT AGENDA – Continued

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

A. Authorize the reallocation of funds from the Capital Improvement Program - Public Works Department LOST (Local Option Sales Tax) III funds, in the amount of $105,197, from the Dirt Road Paving Project, Fund 352, Cost Center 210107, Project #08EN0068 ($80,000), and Project #14EN2845 ($25,197), to the Open Graded Cold Mix (OGCM) Project, Fund 352, Cost Center 210107; Project #09EN0388; and

B. Authorize the County Administrator to issue a Purchase Order to Coastline Striping, Inc., in the amount of $100,197, to stripe several roads overlayed with the OGCM process as follows: Dawson Road, Dortch Road, Melvin Road, Molino Road, and Lambert Bridge Road. The additional $5,000 is being utilized to pay Engineering and Planning Resources for the signing and for pavement marking analysis and design.

[Funding Source: Fund 352, "LOST III," Cost Center 210107]

These roads are within Commission District 5.

Motion: Approve Consent Agenda Items 1 through 27, with the exception of Items 3, 4, and 12

Made by: Commissioner Robinson  Seconded: Commissioner Barry

Disposition: Carried 4-0, with Commissioner May temporarily out of Board Chambers

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

A. Adopt the Resolution [R2018-79] establishing the speed limit for the reduction in speed for the Grande Oaks Subdivision, which includes the following roads: Brandermill Drive, Grande Oaks Boulevard, Bushwood Drive, Tillage Drive, Swift Creek Drive, Furrow Road, and Rambling Oaks Drive, from 25 miles per hour to 20 miles per hour; and

(Continued)
II. BUDGET/FINANCE CONSENT AGENDA – Continued

27. Continued…

B. Authorize the Chairman to sign the Resolution.

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

These roads are located in Commission District 5.

**Motion:** Approve Consent Agenda Items 1 through 27, with the exception of Items 3, 4, and 12

**Made by:** Commissioner Robinson  
**Seconded:** Commissioner Barry  
**Disposition:** Carried 4-0, with Commissioner May temporarily out of Board Chambers

III. FOR DISCUSSION

1. **Recommendation:** That the Board take the following action regarding the purchase of 13 real properties located in Wesleyan Terrace 1st Addition Subdivision on Citrus Street, Beth Circle, and Danbury Circle, owned by John E. and Carol J. Pepper (Trustees for Pepper Living Trust), for the Jackson Creek Restoration Project:

   A. Authorize the purchase of 13 real properties located in Wesleyan Terrace 1st Addition Subdivision on Citrus Street, Beth Circle, and Danbury Circle, owned by John E. and Carol J. Pepper (Trustees for Pepper Living Trust), for the Jackson Creek Restoration Project, for the purchase price of $61,300;

   B. Approve the Contract for Sale and Purchase for the acquisition of real property (13 parcels; approximately 3.27 acres), located in Wesleyan Terrace 1st Addition Subdivision on Citrus Street, Beth Circle, and Danbury Circle; and

   C. Authorize the County Attorney's Office to prepare, and the Chairman or Vice Chairman to execute, subject to Legal review and sign-off, any documents necessary to complete the acquisition of these properties without further action of the Board.

These properties are located within Commission District 2.

[Funding Source: Fund 352, "LOST III," Account 210107/56301, Project #13EN2382]

**Motion:** Move the Item in the affirmative, Items A, B, and C

**Made by:** Commissioner Underhill  
**Seconded:** Commissioner Robinson  
**Disposition:** Carried 4-0, with Commissioner May temporarily out of Board Chambers
II. FOR DISCUSSION – Continued

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

- **A.** Authorize the purchase of the following parcel, in accordance with the terms and conditions contained in the Contract for Sale and Purchase, and Hazard Mitigation Grant Program (HMGP) Guidelines:
  
  Property Owner: Cornelia H. Gooden  
  Property Address: 3016 Ashbury Lane  
  Parcel Size: 1.88 acres  
  Purchase Price (averaged appraised value): $248,500

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

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

- **D.** Authorize the County Attorney’s Office to prepare and the Chairman or Vice Chairman to execute, subject to Legal review and sign-off, any documents necessary to complete this acquisition without further action of the Board.

This property is located within Commission District 5.

[Funding Source: Fund 352, “LOST III,” Cost Center 210120, Object Code 56101, Project #16EN3595]

| **Motion:** Move the Item, A through D |
| **Made by:** Commissioner Barry | **Seconded:** Commissioner Underhill |
| **Disposition:** Carried 4-0, with Commissioner May temporarily out of Board Chambers |
COUNTY ADMINISTRATOR’S REPORT – Continued

III. FOR DISCUSSION – Continued

3. **Recommendation:** That the Board of County Commissioners (BCC) review an Ordinance amending the Land Development Code (LDC) Chapter 3, Zoning Regulations, Section 3-2.11, Heavy Commercial and Light Industrial district (HC/LI), Subsection 3-2.11(a), Purpose; Subsection 3-2.11(b), Permitted Uses; Subsection 3-2.11(b)(6), Industrial and Related; Subsection 3-2.11(c), Conditional Uses; Subsection 3-1.22(d)(8), Site and Building Requirements, Other Requirements; creating Subsection 3-2.11(g), Performance Standards for Certain Parcels, to address industrial uses which are zoned HC/LI and located within Mixed-Use Suburban (MU-S) Future Land Use category.

   **Motion:** No Action Taken

   **Made by:**  
   **Seconded:**

   **Disposition:**

   **Speaker(s):** Jesse Rigby

4. **Recommendation:** That the Board consider and take one of the following actions concerning 305 Godwin Street:

   A. Provide payment of $14,500 and $1,300 in costs to Mr. Welcome in exchange for a Quit Claim Deed and proof of costs incurred, per the Board’s action on May 3, 2018. Those checks have been cut, awaiting Mr. Welcome’s documentation. This would cover his out-of-pocket losses;

   B. Surplus the property and sell it to the highest bidder;

   C. Lease or sell the property to a charitable organization if for a public purpose;

   D. Advise Mr. Welcome that he can file a quiet title or other equitable action against the County in Escambia County Circuit Court, if he wants to make a case that he owns the property;

   E. Maintain status quo, take no additional action and proceed with using the parcel for affordable housing; or

   (Continued)
COUNTY ADMINISTRATOR’S REPORT – Continued

III. FOR DISCUSSION – Continued

4. Continued…

F. Approve some other lawful Board action to resolve the dispute.

Motion: "Option A remain on the table for 60 days from today for Mr. Welcome to execute or not execute, at his discretion, and then also Item D, advising Mr. Welcome that the Court is always at your service, that is what it’s there for; and then I want to add that anything we do with the property, our staff will be working with Mr. Welcome, that he will be aware of and have input to that process as we move forward with the execution of the plan."

Made by: Commissioner Underhill  Seconded: Commissioner May
Disposition: Carried 4-1, with Commissioner Robinson voting “no”
Speaker(s): James Welcome

COUNTY ATTORNEY’S REPORT – Alison Rogers, County Attorney

I. FOR ACTION

1. Recommendation: That the Board approve a proposed settlement in the sum of $90,000.00 payable to Judy Mack in exchange for a complete resolution of all claims for workers' compensation benefits.

Motion: To approve Action Item 1
Made by: Commissioner Robinson  Seconded: Commissioner Barry
Disposition: Carried unanimously

2. Recommendation: That the Board approve and authorize the Chairman to execute the attached Agreement with a reverter condition of the X Street parcel vacated by the County.

Motion: To drop
Made by: Commissioner Robinson  Seconded: Commissioner Barry
Disposition: Carried unanimously
II. FOR DISCUSSION

1. **Recommendation**: At the request of Commissioner Barry, that the Board discuss the creation of a Community Development Board.

   **Motion**: Move to support the Resolution on the version that came this afternoon out of the County Attorney’s Office

   **Made by**: Commissioner Barry  **Seconded**: Commissioner Robinson

   **Disposition**: Carried unanimously

   **Speaker(s)**: Sara Lefevers

2. **Recommendation**: That the Board discuss the proposed Beach Referendum Ordinance that is scheduled to be heard on Thursday, August 2, 2018 at 5:31 p.m.

   **Motion**: “To change the proposed ballot language to read as follows: On June 21, 2018, the Escambia County Board of County Commissioners adopted a policy to prohibit any privatization through sale or lease of currently unleased properties, especially conservation and preservation properties on Santa Rosa Island. The Board also affirms the 1947 deed giving Santa Rosa Island to the citizens of Escambia County. Do you support these Escambia County policies?” and scheduling a Public Hearing on August 2, 2018.

   **Made by**: Commissioner Robinson  **Seconded**: Commissioner May

   **Disposition**: Carried 3-1 with Commissioner Barry voting “no” and Commissioner Underhill temporarily out of Board Chambers

   **Speaker(s)**: Lily Eubanks, Nancy Hagman

3. **Recommendation**: At the request of Commissioner Robinson, that the Board approve and authorize the Chairman to sign a letter to Secretary Gainer in support of the Florida Department of Transportation’s (FDOT) SR10A/US90 West Cervantes Street/Mobile Highway Corridor Management Plan (CMP), fast tracking construction of the short term safety improvements.

   **Motion**: Move the Item

   **Made by**: Commissioner May  **Seconded**: Commissioner Robinson

   **Disposition**: Carried 4-0, with Commissioner Underhill temporarily out of Board Chambers
ITEMS ADDED TO THE AGENDA - COMMISSIONER JEFFREY W. BERGOSH

1. Recommendation: That the Board approve funding $2,000.00 for the American Cancer Society, "Cattle Barons' Ball", to be held August 24, 2017, from Commissioner Bergosh’s discretionary money.

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

Motion: Move the Item
Made by: Commissioner May Seconded: Commissioner Robinson
Disposition: Carried 4-0, with Commissioner Underhill temporarily out of Board Chambers

ITEMS ADDED TO THE AGENDA - COMMISSIONER LUMON J. MAY

1. Recommendation: That the Board approve the City of Pensacola’s Neighborhood Services Department’s request to use the Brownsville Community Center for their Senior Programs from August 8, 2018 through April 8, 2019, from 8:00 a.m., until 2:00 p.m. The City of Pensacola’s Neighborhood Services Department will be responsible for the staffing and cleanup of the Brownsville Community Center during the times they use the facility. The County reserves the right of first usage of the Brownsville Community Center during this time for programs or events that have been previously scheduled or that may be scheduled during this timeframe.

Motion: Move the Item
Made by: Commissioner May Seconded: Commissioner Barry
Disposition: Carried 4-0, with Commissioner Underhill temporarily out of Board Chambers

ANNOUNCEMENTS

1. FOR INFORMATION: Commissioner Barry announced that Ankeny, Polk County, Iowa, experienced devastating tornadoes during the meeting, and thoughts and prayers are appreciated for all in the area.
MINUTES – July 19, 2018

ADJOURNMENT

There being no further business to come before the Board, Chairman Bergosh declared the Regular Meeting of the Board of County Commissioners adjourned at 7:17 p.m.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

ATTEST:

By: ______________________________

Pam Childers
Clerk of the Circuit Court & Comptroller

______________________________
Deputy Clerk

Approved: August 2, 2018

Click the icon in the left margin to view the executed Minutes document